

Website Terms of Use

The Site operates as an online transport marketplace to enable Customers to meet with Transport Providers with a view to entering into a Delivery Contract.

INFORMATION WHICH WE ARE REQUIRED TO GIVE YOU

www.thevagon.com is a site operated by Carship Ltd. ("we" or "us"), a company which is registered in England and Wales under company number 13515473. Our registered office is at Floor 1, 85 Great Portland Street, London, W1W 7LT. Our email address is support@thevagon.com.

The Conditions (as defined below) apply to the access to and use of the Site, and to any correspondence by e-mail between you and us. Please read these Terms carefully before using the Site. Using the Site indicates that you accept the Conditions regardless of whether or not you choose to become a Party. If you do not accept the Conditions, do not use the Site.

We may revise the Conditions at any time by updating this posting. You should check the Site from time to time to review the current version of the Conditions because they are binding on you.

Any rights not expressly granted in these Terms are reserved.

1 DEFINITIONS

"**Transport Provider**" means a Delivery Company who has submitted a quotation in respect of a Delivery Contract;

"**Costumer**" means a person who has posted a Job on the Site;

"**Job**" means the delivery request posted by the costumer on the Site;

"**Conditions**" means all Conditions applicable to a person accessing the Site in connection with his Use of the Site;

"**Registration**" or "**Register**" means setting up an account having agreed to the Conditions;

"**Site**" means www.thevagon.com ;

"**Delivery Contract**" means the contract entered into between a Costumer and a Transport Provider pursuant to which the Transport Provider will deliver the Costumer's goods, as more particularly described on the quote posted on the Site;

"**Parties**" means both Costumers and Transport Providers and "**Party**" shall be construed accordingly;

"**Accept Quote**" means the facility allowing a costumer to accept a price and make a confirmed booking;

"**Booking Fee**" means the fee payable by a Costumer to the Site following acceptance of a quotation provided by a Transport Provider;

2 ACCESS TO WEBSITE

2.1 We are not liable if, for any reason the Site is unavailable at any time or for any period.

2.2 Access to the Site may be temporarily suspended and without notice in the case of a system failure, maintenance or repair or for any reasons beyond our control.

3 CONTENT

3.1 We try to ensure that the information on the Site is correct, we do not warrant the accuracy or completeness of the material on the Site. We may make changes to the material on the Site at any time and without notice.

3.2 You agree to use the Site and you are prohibited from using, posting or transmitting to or from the Site any material:

3.2.1 that is treating, defamatory, obscene, indecent, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience;

3.2.2 which you have not obtained all necessary licenses and/or approvals;

3.2.3 which constitutes or encourages conduct that would be considered a criminal offence, gives rise to civil liability, is otherwise unlawful or infringes the rights of any third party, in any country in the world; or

3.2.4 which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data). Or designed to interfere with normal operating procedures of a computer.

3.3 You may not misuse the Site or cause the Site to be interrupted, damaged or rendered less efficient (including, without limitation, by hacking).

3.5 We will co-operate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity of, or locate, anyone posting any material in breach of clause 3.

4 LICENCE TERMS

4.1 You are permitted to view extracts from the Site for your own use on the basis that:

4.1.1 which you agree not to copy, reproduce, store, distribute, transmit, modify, disassemble, or reverse engineer all or any part of the Site, the software or the materials on it.

4.2 The Site, its design and construction, any materials on it and other intellectual property are owned wholly and exclusively by Us.

5 REGISTRATION

5.1 If you are registering as a business, you warrant that the name, address, company details and any other information that you provide when you register are full, accurate and complete in all material respects. You represent that you have the authority to undertake this agreement.

5.2 Each registration is for a single member only and not open to persons aged under 18. We do not permit you to transfer your membership to any third party, nor allow any third party to use your username and password.

5.3 Responsibility for the Security of any username and passwords rests with you and you are responsible for all actions taken under that username and password.

6 OUR SERVICES

6.1 We do not provide any transport services. The roll of our Site is to act as neutral venue through which Transport Providers and Costumers can meet and enter into negotiations with a view to entering into a Delivery Contract.

6.2 We have no involvement in the Delivery Contract, and assume no control over the quality, safety or legal aspects of the Delivery carried out by a Transport Provider following the conclusion of a Delivery Contract, or over quotes that a Transport Provider places through the Site.

6.3 If you are a Transport Provider you hereby agree that the Site is for transportation related services only and that work that you provide will only involve services.

6.4 It is your responsibility to select a suitable Transport Provider for the provision of the Delivery, and it is your responsibility to negotiate the terms of the Delivery with your selected Transport Provider.

7 FEES

7.1 The Vagon is free to join either as a Costumer or Transport Provider and it is free to request quotes.

7.2 We charge the costumer a Booking Fee if a Quotation is accepted, which is a percentage on top of the Transport Providers quoted amount for the transportation costs agreed.

QUOTED AMOUNT-BOOKING FEE 7-10% ON TOP

7.3 The incurring of the fee is independent of the actual Delivery Contract costs, which are payable directly to the Transport Provider according to the terms of the Delivery Contract.

7.4 All quotes provided to a Costumer by a Transport Provider through the Site are inclusive of VAT.

7.5 We reserve the right to change the basis for the calculation of the Booking Fee at any time. Any such changes will be stated on the Site.

8 CANCELLATIONS AND REFUNDS

8.1 If a Delivery Contract is cancelled by a Transport Provider after a quote was accepted but before any work on the Job commenced the costumer can request to have the Booking Fee returned to them as a Direct Refund to the Funding payment method used. A request for cancellation must be sent within 28 days of quote acceptance at support@thevagon.com by providing the JOB ID and the REASON of the cancellation. The other party to the proposed Delivery Contract will be notified and will have 48 hours to respond by either:

8.1.1 accepting the cancellation request

8.1.2 rejecting the cancellation request and ask review by our team.

8.2 If a cancellation request is accepted the Costumer will receive refund of the Booking Fee paid to the Site within 10 working days. Refunds can only be sent to the same source from which the funds originated.

8.3 Transport Providers and Costumers will negotiate directly for the terms of the Delivery Contract once there has been acceptance of a quote by the Costumer. Either party can make a cancellation request, after making all reasonable attempts to reach an agreeable solution have been exhausted and it is clear that the Delivery Contract will not be performed.

8.4 The Site will not consider any claim for refund that is made more than 28 days after the accepted quote.

8.5 If the Transport Provider does not respond within 48 hours, your cancellation request and reason will automatically be accepted, any amounts associated with the Booking Fee will be refunded to you in line with clause 8.2 .

9 LIMITATION OF LIABILITY

9.1 To the extent permitted by law we hereby exclude:

9.1.1 all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity; and

9.1.2 any liability for any direct, indirect or consequential loss or damage incurred by any person in connection with the Site or in connection with the use, inability to use, or results of the use of the Site, any websites linked to it and any materials posted on it, including, without limitation any liability for:

- 1) loss of income or revenue;
- 2) loss of anticipated savings;
- 3) loss off data;
- 4) loss of goodwill;
- 5) loss of profits or contracts;
- 6) loss of business
- 7) loss arising out of a Transport Provider's performance;
- 8) for any other loss or damage of any kind, however arising and whether caused by tort or negligence, breach of contract or otherwise.

9.2 This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation, nor any other liability which cannot be excluded or limited under applicable law.

10 TERMINATION

10.1 We reserve the right to restrict your access to the Site without prior notice where:

10.1.1 prove to be abusing the Site or are otherwise acting in breach of the Conditions.

10.1.2 there is regulatory or statutory change limiting our ability to provide access to the Site.

11 DOMAIN PROTECTION

You agree not to use or register any domain name that includes the word (The Vagon) infers it is connected to us or in any way casts aspersions on us.

12 FEEDBACK

12.1 we do not conduct any due diligence on our members, we do enable Costumers and Transport Providers to provide feedback evaluations on each other's performance in the course of the Delivery Contract. The evaluations seek to provide customers with guidance on the skills and/or reliability of a Transport Provider or, in the case of Costumers accepting a quote from a Transport Provider or, from a Transport Provider to respond to a request of a quotation from a Costumer, on these Feedback.

12.2 The feedback process involves leaving a rating along with a sort comment about the performance of a party. An overall feedback score for a particular party is the mean of the ratings that they have received.

12.3 You accept and agree that the other parties will leave feedback about you and your overall feedback rating will be calculated in accordance with clause 12.2. You further agree that you will not use any feedback received on the Site on any venue or website that is not the Site. Do always use common sense and respect when leaving feedback on another party. We do not review feedback and you acknowledge that we are in no way legally responsible for any feedback that is left.

13 GENERAL

13.1 The Site is directed solely at those who access it from England and Wales. If you access the Site from Locations outside England and Wales then you will be responsible for compliance with local laws if and to the extent local laws are applicable.

13.2 You warrant that it is legal for you to view the site in the jurisdiction to which you are subject. You are responsible for compliance with all laws of that jurisdiction, in viewing or using its contents.

13.3 A failure or delay in enforcing compliance with one or more provisions of these conditions shall not constitute a waiver of any other provision of these conditions.

13.4 No provision of the conditions shall be enforceable under the contracts (Rights of Third Parties) Act 1999 by any third Party.

13.5 If any provisions of the conditions shall be unlawful, void or for any reason unenforceable then that provision shall be severable and shall not affect the validity and enforceability of the remaining provisions.

13.6 The conditions constitute the entire agreement between ourselves as to your use of the Site and shall supersede any prior agreement or representation in respect thereof.

13.7 Any and all notices to be given by either one of us to the other pursuant to or in connection with the conditions shall be deemed sufficiently given when forwarded by-email or facsimile number addressed to you at any e-mail address you have given to us when registering with the Site, or to us at the e-mail address provided on the Site.

13.8 The conditions are governed by the laws of England and Wales and you agree to submit to the exclusive jurisdiction of the English Courts.

14 PROHIBITED GOODS

14.1 Certain goods may not be transported due to their hazardous, dangerous or illegal nature ("Prohibited Goods"). The Costumer must not post requests for quotations in respect of Prohibited Goods without fully disclosing their exact nature. If you are unsure of the legality of your goods, we recommend you contact our customer service team via the contact details provided on the Site.

14.2 Fully responsibility for compliance with all laws and regulations that relate to the transportation of prohibited goods rests with the parties to the Delivery Contract.

14.3 No representation is made or warranty given as to the content or usability of any directions or their appropriateness for any particular journey or vehicle given by us or through any third-party link. The Site assumes no responsibility for any loss, damage, or delay howsoever resulting from the use of, or reliance on, such information.

15 UNLAWFUL TRANSACTIONS

Costumers and Transport Providers Shall not use the Site for unlawful activities. Any Quote or aspect of a Transportation Carried out, or sought to be carried out unlawfully, by either parties, is prohibited.

16 GENERAL DISCLAIMER

The Site assume no responsibility for claims made by Transport Providers with respect to their licenses, insurance, registration or trade association or indeed any other claim made at any point during the Delivery Contract or quoting process. We operate purely as a neutral venue through which Transport Providers and Costumers may agree on a price for a Delivery Contract.

17 PRIVACY OF USE COSTUMER DATA

17.1 You are responsible for the information you provide to us and/or other Parties in the registration, or transportation process. The Information must be true, legal, accurate, and nonfraudulent.

17.2 By providing personal details to the Site you hereby authorize Us to disclose relevant information to other Parties in accordance with our Privacy Policy.

18 INFORMATION ABOUT YOUR VISITS TO OUR SITE

Any information about you that we process will be processed in accordance with our Privacy Policy. By using the Site you agree to such processing.

19 REJECTION OR REMOVAL OF MEMBERS

19.1 We reserve the right to reject your registration or cancel your membership at any time and for any reason or for no reason and without notice to you.

19.2 We reserve the right to notify other Parties of any actions that we, in our sole discretion deem serious, and which have led to the cancellation of your Membership.

20 LINKS TO OUR WEBSITE

Links to third party websites on the Site are provided only for your convenience. We have not control and are responsible for their content or availability, if you access any of the thirdparty websites linked to the site, you do so entirely at your own risk.

21 NO AGENCY

Nothing herein shall create or be deemed to create any joint venture, agency or partnership between ourselves and any parties whatsoever. Parties shall not hold themselves out as implying any such relationship with us.

22 NO CONVICTIONS

You represent that you, and any individuals associated with you who will be involved in a Delivery Contract have not been convicted of a crime which is related in any way to the transportation or haulage business. Furthermore, you warrant and represent that there are currently no legal proceedings instituted against you that would prevent you from performing a Delivery Contract to which you are a party or your obligations under the Conditions.