1. Introduction
   (a) Freight Lounge B.V is a private limited liability company incorporated in The Netherlands and located at 2983 TP Ridderkerk, Prinses Beatrixstraat 7, The Netherlands.

   (b) Freight Lounge B.V is an industry body with world-wide reach, formed to provide a platform for its Members to exchange ideas, refer work, and build business. Freight Lounge B.V will provide an advocacy service, seminars and training, industry updates, and refer commercial services through partner and sponsorship arrangements.

   (c) When you join Freight Lounge B.V as a ‘Member’ you are subscribing to a service from Freight Lounge B.V. The word ‘member’ or ‘membership’ refers to your subscription or your status as a subscriber to the service.

   (d) These Membership Terms and Conditions (Terms) form the basis of the contract through which Freight Lounge B.V will deliver the service. On subscribing you agree to the Terms.

   (e) Freight Lounge B.V may change the Terms at any time with or without notice and each Member’s continued participation in Freight Lounge B.V shall be considered acceptance of such changes.

   (f) A failure to comply with the Terms may result in the suspension or termination of the Member’s Freight Lounge B.V membership.

2. Membership
   Corporate, individual and affiliate membership packages are available, and the full details of these categories are available at www.freightlounge.network.

   I. Membership will be considered by Freight Lounge B.V upon the receipt of the completed application and supporting documents.

   II. The applicant will be subject to operational and financial background screening.

   III. If membership is approved, and once the membership fees are paid, a receipt will issue, and membership will be granted to the Member.
IV. Application is approved.

V. Membership will be extended automatically for successive 12 month terms unless Member notifies Freight Lounge B.V that it does not wish to renew its membership.

VI. Freight Lounge B.V will send renewal notices and invoices to its members at least 30 days prior to the member’s membership renewal date.

VII. All membership fees must be paid annually in advance.

3. Membership Entitlements

(a) The full range of membership services are set out at www.freightlounge.network.

(b) Freight Lounge B.V may vary, withdraw, suspend or add to the services without notice.

(c) The services provided by Freight Lounge B.V may include, but are not limited to, the following;
   (i) Access to the Freight Lounge B.V password protected website,
   (ii) Access to the Freight Lounge B.V database of worldwide members,
   (iii) Directory listing,
   (iv) Access to the Partner Pay System,
   (v) Continuing Professional Development program and training,
   (vi) Weekly reports,
   (vii) Networking events,
   (viii) Seminars, workshops and webinars,
   (ix) Legal support,
   (x) Discounted publications,
   (xi) Yearly networking conference, and
   (xii) Use of Freight Lounge B.V logo.

4. Termination of Membership

(a) Members may cease membership by providing written notice to Freight Lounge B.V. A resignation is effective on the date that the written notice is received by Freight Lounge B.V.

(b) Failure to comply with these Terms or the Code of Conduct, or if a Member is found guilty of any conduct which is unbecoming of a Member, prejudicial to the interests of Freight Lounge B.V, or renders the Member unfit for membership, Freight Lounge B.V shall have the power to censure the Member, suspend or terminate the membership.
5. **Code of Conduct and Policies**

Freight Lounge B.V Members will abide by the Freight Lounge B.V Code of Conduct and any additional policies and procedures that may be published from time to time.

6. **Privacy**

   (a) The personal data you provide will be used to process your application for membership. Certain data will be listed on the directory listing available only to members of Freight Lounge B.V.

   (b) We take precautions to protect your information. When you submit sensitive information via our website, your information is protected both online and offline.

   (c) The data collected by Freight Lounge B.V through its website will be used for marketing, statistical and analytical purposes, to improve its own website content, to develop new products and services; and to administer membership.

   (d) Member has the right of access to, and alteration of, personal information concerning Member held by Freight Lounge B.V.

   (e) Freight Lounge B.V may disclose member personal data if required to do so under law, or to act to protect the safety or security of its members.

7. **Freight Lounge Website**

By using the Freight Lounge B.V website, Member agrees to be bound by the separate terms and conditions of the website usage, which are available for viewing on the Freight Lounge B.V website.

8. **Member Partner Pay System ( UNDER DEVELOPMENT )**

   (a) Freight Lounge B.V provides a voluntary online payment service via the Freight Lounge B.V website, called Partner Pay System (PPS).

   (b) The PPS is offered by .................................................................................. which is a separate and independent company providing foreign currency exchange and global payment transaction services.

   (c) Under PPS, Members can pay funds to other Members using a online virtual account. Members can deposit funds from their own bank account into their virtual accounts. A withdrawal is effected upon an online request from member to the network.

   (d) The use of the PPS service is at the sole risk of the Member.
(e) Freight Lounge B.V shall not be responsible in negligence, contract or otherwise incurred by the Member or any other person for any deficiencies in the accuracy, completeness, availability, privacy, security or timeliness of payments or payment information sent using PPS.

(f) Freight Lounge B.V shall not be responsible in negligence, contract or otherwise for loss or damage incurred by the Member or any other person arising from the use of PPS, including, but not limited to, direct, indirect, incidental, consequential, exemplary and punitive damages.

(g) Freight Lounge B.V shall not be responsible in negligence, contract or otherwise for loss or damage incurred by the Member or any other person arising from the breach of the Member’s personal, credit card or banking information as a result of the interception of such information during its transmission to or from .................. and/ or Freight Lounge B.V.

9. Liability/ Warranties

(a) Except as required by law, Freight Lounge B.V shall not be responsible in negligence, contract or otherwise for loss, damage, costs, fines or penalties incurred by the Member or any other person resulting from or arising out of or in connection with cybercrime or any quotation, advice, statement, representation, or information given or made by or on behalf of Freight Lounge B.V to the Member OR made by one member to another Member. In giving or making any such quotation, advice, statement, representation or information Freight Lounge B.V relies solely on the particulars provided by the Member.

(b) In all cases where liability of Freight Lounge B.V has not been excluded, whether by these Terms, by statute or by international convention or otherwise, the liability of Freight Lounge B.V whatsoever and howsoever arising is limited to the amount of the membership dues paid by the Member to Freight Lounge B.V in the twelve months preceding the Member’s cause of action.

(c) If a court of competent jurisdiction holds that it has jurisdiction to hear a dispute, then because some jurisdictions do not allow the exclusion or limitation of liability, Freight Lounge B.V and its agents, advertisers, vendors, product or service providers, liability is such jurisdictions shall be limited as much as permitted by the law of such jurisdiction.

(d) Freight Lounge B.V may advertise Member related benefits, goods or services provided by third parties. Freight Lounge B.V excludes any and all liability for any loss or damage suffered by a Member as a result of the negligence or conduct of any third-party service provider.
(e) All Members are subject to operational and financial screening. However, Freight Lounge B.V excludes any and all liability for any loss or damage suffered by a Member because of the conduct of another member, or because any Member fails to make due payment to another Member, is declared bankrupt, or a receiver or liquidator is appointed.

(f) Freight Lounge B.V shall not be bound by any agreement purporting to waive or vary these Terms unless such agreement to so waive or vary shall be in writing and signed by an executive officer of Freight Lounge B.V.

10. **Prohibited Agreements and Activities**

(a) Anti-trust and competition laws of the United States of America, the European Union, and other countries were enacted to help preserve free markets by promoting competition in the marketplace.

(b) Members must not breach anti-trust laws. Agreements, arrangements or discussions in relation to the following, whether express or implied, are STRICTLY PROHIBITED:

   (i) Arrangements between members as to prices, discounts, rebates, or any other aspect of pricing of services members may provide in competition with one another;

   (ii) Where members are potential competitors, arrangements between members about:

       • Who members will supply their services to;
       • Where or what services members will supply;
       • The terms on which each member will supply their services.

   (iii) Any agreement between competitors that is intended or likely to harm non-participants in the agreement, such as by excluding a non-participant from any market; and

   (iv) Any agreement that is intended or likely to lessen competition in a market overall.

**NOTE:** you do not need to reach a formal agreement to breach anti-trust laws – informal arrangements or understandings in relation to matters described above are also prohibited.

(c) The practice of unlawful collusive arrangements or practices may often be inferred by regulators from circumstances, including the exchanged information by competitors. Accordingly, discussions or disclosures of the following types of information are also
PROHIBITED, except where such information has been made public or appropriate legal counsel advises that such discussions are legally permissible:

(i) Freight charges or surcharges;
(ii) Individual costs;
(iii) An individual member’s intention to increase, reduce or reallocate capacity;
(iv) Information on individual customers of the member; and
(v) Any other competitively sensitive commercial or proprietary information.

11. **Trade Sanctions**
Members shall not provide services to their respective customers if to do so would breach the sanctions, export controls, and anti-boycott laws and regulations of the United States of America.

12. **Governing Law and Jurisdiction**
These conditions shall be governed by and construed in accordance with the laws of The Netherlands. Member irrevocably submits to the exclusive jurisdiction of the Dutch courts notwithstanding the jurisdiction where Member is based.

13. **Severance**
If any provision in these Terms is unenforceable, illegal or void, it is severed, and the rest and remaining Terms remain in force.

14. **Disputes and Arbitration**
(a) Any dispute, controversy, difference or claim arising out of or relating to this contract, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the *Hong Kong International Arbitration Centre* (HKIAC) under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted.
14. 

(b) The law of this arbitration clause shall be Hong Kong law.

(c) The seat of arbitration shall be Hong Kong.

(d) The number of arbitrators shall be one. The arbitration proceedings shall be conducted in English.

15. Amendment of Terms

These Terms may be amended from time to time by Freight Lounge B.V, and a copy of any amended terms will be uploaded to the Freight Lounge B.V website.