

General Terms and Conditions ICEWORX

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Chapter A – Using the ICEWORX Platform

This Chapter A applies to the Client's use of the ICEWORX Platform and all functionalities offered therein. Certain features may be subject to additional terms and conditions as set out in the remaining sections.

Article 1 – Applicability

- 1. These Terms and Conditions (hereinafter: "Terms") apply to all use of the Services and the Platform by the Client. Any general terms and conditions of the Client are expressly excluded. Deviations only apply if ICEWORX has confirmed them in writing.
2. In these Terms and Conditions, capitalized terms shall have the meaning ascribed to them in Appendix A of these Terms and Conditions.
3. ICEWORX is entitled to unilaterally change these Terms and Conditions in the interim, subject to a prior notice period of thirty (30) days. If a change has a material adverse effect on the Customer, the Customer has the right to terminate the active Subscription by giving written notice to ICEWORX.

Article 2 – Registration and Account

- 1. In order to use the Services, Customer must register through the Platform and select the applicable Subscription. The Customer guarantees that the registration data provided is accurate, complete and up-to-date.
2. If Customer's address, billing or contact details change, Customer must update them immediately via the Platform or notify ICEWORX in writing without delay.
3. Customer is responsible for keeping their login details confidential and for all activities that occur through their Account. ICEWORX must be informed immediately of any (suspected) unauthorized use of the Account.

Article 3 – Subscription and Duration

- 1. The Customer is liable to pay Subscription Fees for a paid Subscription, in accordance with the Package chosen in the Agreement.
2. Depending on the Package, a maximum volume of Shipments may apply. In the event of an exceedance, ICEWORX shall be entitled at its sole discretion: (i) to upgrade the Subscription to a higher level appropriate to the actual volume; and/or (ii) charge an additional fee per shipping label created for each label that exceeds the volume limit.
3. The term of the Subscription is 12 months, in accordance with the choice laid down in the Agreement. The Agreement cannot be terminated prematurely, unless otherwise agreed in writing.
4. Cancellation must be made in writing by e-mail at least three (3) months before the End Date of the current period. In the absence of timely termination, the Agreement will be automatically renewed for a consecutive period equal to the original term, at the rates applicable at that time.
5. If offered at registration, Customer may start the Subscription with a fourteen (14) day free trial period, or as otherwise specified upon registration. Unless Customer cancels the Subscription prior to the end of the trial period through the Platform, Customer will owe the applicable Subscription Fee.

Article 4 – Subscription fees and price changes

- 1. Subscription fees are billed monthly or annually, as agreed in the Agreement. The Subscription Fee is always due in advance before the start of the relevant period.
2. ICEWORX is entitled to unilaterally change Subscription Fees, Packages and/or functionalities in the interim. Such changes will become effective no earlier than thirty (30) days after the Customer has been notified in writing. In the event of a material adverse effect, the Customer has the right to terminate the active Subscription.
3. ICEWORX is entitled to index its rates once every twelve (12) months, with at least one (1) month's notice. The indexation amounts to the excess of: (i) five percent (5%); or (ii) the percentage change in the Harmonised Index of Consumer Prices (HICP) for the euro area (Eurostat) over the preceding twelve (12) months. The termination right as referred to in Article 4.2 does not apply to indexation on the basis of this Article.

Article 5 – Invoicing and Payment

1. Unless otherwise agreed or stated in writing, all fees communicated by ICEWORX are exclusive of VAT and other taxes or levies.
2. Complaints about invoices must be made in writing within fourteen (14) days of the invoice date. After this period has expired, objections will no longer be processed and the invoice will be deemed to have been accepted.
3. Payment must be made within fourteen (14) days of the invoice date. In the event of late payment, the Client is in default by operation of law, without a reminder or notice of default being required. ICEWORX is entitled to charge the statutory commercial interest on the outstanding amount.
4. In the event of late payment, ICEWORX is entitled to temporarily suspend access to the Platform until full payment including any interest and costs has been received, without prejudice to ICEWORX's right to compensation.
5. ICEWORX may require advance payment, a bank guarantee or equivalent security at any time.
6. Set-off or suspension by the Client is expressly excluded, unless ICEWORX has given prior written consent and has acknowledged the relevant claim in writing and unconditionally.

Article 6 – Acceptable use

1. The Client will only use the Platform and the Services in accordance with the Agreement, these Terms and the Acceptable Use Policy(AUP, **Appendix 3**). In the event of a conflict, the AUP shall prevail with regard to the use of the Platform.
2. In any case, the Client is prohibited:
 - a) use the Services in any way that is unlawful, fraudulent, misleading, or harmful;
 - b) disrupt or compromise the integrity, security, or continuity of the Platform or the Services;
 - c) use the Services to build competitive products or services, or for benchmarking for publication purposes;
 - d) gain unauthorized access to any portion of the Services, systems, networks, or data;
 - e) upload, transmit or distribute malicious code, viruses or harmful content via the Platform;
 - f) process personal data of third parties through the Platform in violation of applicable privacy laws.
3. ICEWORX reserves the right to monitor the use of the Services for compliance with this article and the AUP. ICEWORX may suspend access or terminate the Agreement in the event of a (suspected) breach, without prejudice to the right to compensation.

Article 7 – Liability

1. ICEWORX is never liable for indirect or consequential damage, including but not limited to loss of profit, loss of turnover, lost savings, loss of data, immaterial damage or reputational damage, regardless of the basis for liability.
2. Claims of the Client against ICEWORX shall lapse if the Client has not taken substantive legal action within one (1) year of the claim arising. Claims for damages must be submitted in writing to ICEWORX within three (3) months after the discovery – or the reasonable discovery – of the damage, under penalty of forfeiture of rights.
3. If and to the extent that ICEWORX is liable, the following applies:
 - a) for property damage: the liability is limited to repair and replacement costs and capped at the amount of the relevant invoice;
 - b) in other cases: the liability is limited to the payment under ICEWORX's liability insurance, plus the deductible. If no payment is made, the total liability per event is limited to the amount charged by ICEWORX under the Subscription in the three (3) months prior to the damage-causing event, with an absolute maximum of € 10,000.00.
4. Insofar as third parties engaged by ICEWORX have limited their liability, ICEWORX is entitled to accept those limitations on behalf of the Client. Liability of ICEWORX for unexpected shortcomings of third parties engaged is excluded.
5. ICEWORX is never liable for damage as a result of: (i) temporary unavailability of the Platform; (ii) incorrect, incomplete or late information provided by the Client or (iii) acts or omissions of Carriers.
6. The restrictions in this article do not apply insofar as the damage is the result of intent or deliberate recklessness on the part of ICEWORX or its managers.

Article 8 – Suspension and termination

1. If the Client does not fulfil one or more obligations, or fails to do so on time or properly, ICEWORX is entitled to suspend its obligations in whole or in part, without being obliged to pay any compensation.
2. In the event of default by the Client, ICEWORX is entitled to dissolve the Agreement in whole or in part, without prejudice to its right to compensation for damages, including lost profits and costs.
3. Upon termination of the Agreement, existing mutual claims are immediately due and payable.
4. ICEWORX is entitled to terminate the Agreement immediately and without judicial intervention if the Client: (i) is declared bankrupt; (ii) applies for a moratorium; (iii) submits an application for debt restructuring; or (iv) otherwise loses the actual power of disposal of his assets.

Article 9 – Data use and privacy

1. ICEWORX applies appropriate technical and organisational security measures to protect the Platform and the Client's data stored therein.
2. ICEWORX and the Client acknowledge that the Client qualifies as a Controller with regard to the processing of Personal Data via the Platform and that ICEWORX acts as a Processor. ICEWORX only processes Personal Data in accordance with the Data Processing Agreement (**Appendix 2**), which forms an integral part of the Agreement.

3. ICEWORX is entitled to collect, analyze and otherwise process Usage Data internally for business purposes, including security, analytics, product development and quality improvement. Usage data is only provided to third parties in aggregated and/or anonymized form.

Article 10 – Confidentiality

1. Both Parties are obliged to maintain the confidentiality of all confidential information that they receive or otherwise obtain from the other Party in the context of the Agreement. Confidential information means all information that should reasonably be regarded as confidential, regardless of the nature or manner of disclosure.
2. The confidentiality obligation does not apply to information that: (i) is or becomes generally known, other than as a result of an attributable failure of the receiving Party; or (ii) the receiving Party has obtained from a third party lawfully and without a duty of confidentiality.
3. Confidential information may only be used for the execution of the Agreement and may only be shared with employees or third parties to the extent necessary, and after the imposition of an equivalent confidentiality obligation.
4. If a Party is obliged to disclose by law or court order, it shall promptly notify the other Party in advance in writing, unless prohibited by law.
5. The confidentiality obligation shall remain in full force and effect for five (5) years after termination of the Agreement.

Article 11 – Intellectual Property Rights

1. All intellectual property rights relating to the Platform and the Services – including copyrights, trademark rights, patent rights and database rights – are vested in ICEWORX or its licensors. The Client does not acquire any ownership rights in the Platform or the Services.
2. ICEWORX grants the Client a non-exclusive, non-transferable, non-sublicensable right to use the Platform for the agreed purposes during the term of the Agreement.
3. The Client is not permitted, without the prior written consent of ICEWORX: (i) to reproduce, publish, copy or store the Platform or parts thereof other than for internal use; (ii) use the ICEWORX name, logo, or other brand features; or (iii) reverse engineer or otherwise decompile the Platform.

Article 12 – Other provisions

1. In the event of a violation of article 10 (Confidentiality) or article 11 (Intellectual Property Rights), the Client will forfeit, without a prior reminder being required, an immediately due and payable penalty of € 10,000.00 per violation, plus € 500.00 per day or part of a day that the violation continues. This is without prejudice to ICEWORX's right to full compensation.
2. If any provision of these Terms is void or voidable, this shall not affect the validity of the remaining provisions. The parties undertake to replace the null and void or voidable provision with a valid provision that approximates the intended purpose as closely as possible.
3. Notices under these Terms must be in writing. E-mail is sufficient unless otherwise specified.
4. These Terms and Conditions and the Agreement are exclusively governed by Dutch law. The Vienna Sales Convention is expressly excluded. All disputes will be submitted exclusively to the competent court in Rotterdam.

Chapter B – Transport services

This Section B applies when the Client uses Transportation Services through the Platform. The provisions of Chapter A shall apply in full in addition to this Chapter B.

Article 13 – Role of ICEWORX, Carrier and Customer's obligations

1. When the Client creates shipping labels via the Platform on the basis of contracts that ICEWORX has concluded with Carriers, ICEWORX acts as a freight forwarder within the meaning of Article 8:60 of the Dutch Civil Code. As a freight forwarder, ICEWORX is not liable for the actual transport or its execution by the Carrier.
2. The Client is obliged to follow all instructions from ICEWORX and/or the Carrier(s), including the instructions published in the Platform. The Platform contains binding guidelines on packaging, labeling, handling and Carrier-specific requirements. ICEWORX reserves the right to change these instructions at any time; Changes are effective immediately upon publication.
3. The Client expressly guarantees compliance with the following obligations:
 - a) Packaging: all Shipments will be packed securely and properly in accordance with the Carrier's guidelines, with adequate protection against damage;
 - b) Labeling: each Shipment is provided with correct shipping labels with all required information, including correct addresses, contact details and identification codes;
 - c) Special goods: goods with special handling requirements (including perishable, fragile or temperature-sensitive goods) are handled and presented in accordance with all applicable instructions and legal requirements;
 - d) Weight and dimensions: packages comply with the Carrier's weight and size restrictions; exceeding this may result in additional costs or refusal;
 - e) Dangerous Goods: Dangerous goods may only be shipped after written authorization by ICEWORX and acceptance by the Carrier. The Customer is fully responsible for proper classification, packaging, marking, labeling and documentation in accordance with all applicable regulations, including IATA DGR, IMDG and ADR.

4. The Client fully and irrevocably indemnifies ICEWORX, its affiliates and its employees against all third-party claims, liabilities, damages, fines and costs (including reasonable legal costs) arising from an (alleged) breach of the obligations in Articles 13.2 and 13.3.

Article 14 – Transport costs

1. For the use of the Transport Services, the Client shall reimburse ICEWORX for all Transport Costs arising from the use of the Carrier Contracts.
2. ICEWORX is entitled to unilaterally change the Transport Costs in the interim with immediate effect and will preferably inform the Client at least fourteen (14) days in advance. The current Transport Costs as shown in the Account are binding and leading at all times.
3. All surcharges, corrections and measurements (including weight, dimension and/or volumetric weight) determined by the Carrier are binding and have conclusive probative value.
4. Transportation charges are due at the time of creation of the shipping label, regardless of whether the Shipment actually takes place. Refunds for demonstrably unused labels will be made in accordance with the instructions in the Help Center and only to the extent that the Carrier is obliged to do so.
5. Transport costs are invoiced every two weeks, unless otherwise agreed in writing. The payment provisions of Article 5 shall apply in full.
6. If the Customer objects to a Transport Cost Invoice, it can submit a claim via the Platform. ICEWORX will make reasonable efforts to induce the Carrier to accept the claim and will only reimburse the amount actually paid out by the Carrier. Submission of a claim does not suspend Customer's payment obligation.

Chapter C – Insurance services

This Section C applies if the Client chooses to insure Shipments through an insurer offered in the Platform. The provisions of Chapter A shall apply in full in addition to this Chapter C.

Article 15 – Role of ICEWORX as an intermediary

1. ICEWORX offers Insurance Services as an optional, additional option for Customers who wish to insure their Shipments. ICEWORX acts solely as an intermediary that makes the insurance option available, and is not a party to the insurance contract itself.
2. ICEWORX is not registered as an insurer with the Netherlands Authority for the Financial Markets (AFM) and does not provide insurance advice within the meaning of the Financial Supervision Act (Wft).

Article 16 – Claim handling

1. Claims relating to insured Shipments will be handled exclusively by the relevant insurer and will be subject to the insurer's policy terms. ICEWORX has no involvement in the assessment, processing or outcome of claims.
2. Disputes regarding claim handling must be resolved by the Client directly with the insurer. ICEWORX can mediate on request, but is not obliged to do so.

Article 17 – Liability of ICEWORX

ICEWORX accepts no liability in connection with the insurance contract concluded through the Platform, including but not limited to: (i) the accuracy or completeness of information provided by the insurer; (ii) the performance, solvency or reliability of the insurer; or (iii) the outcome of claim processing, including any rejection or delay.

Article 18 – Responsibility of the Client

1. The Client is responsible for carefully reading and understanding the policy conditions, exclusions and limitations of the chosen insurance before taking out the policy. ICEWORX does not provide advice in this regard.
2. The Client guarantees that the information provided when taking out the insurance is accurate and complete. Incorrect or incomplete statements may result in loss of coverage, for which ICEWORX is not liable.

Article 19 – Changes to insurance conditions

Insurance terms, coverage options, and claims procedures are subject to change by the insurer. ICEWORX will communicate significant changes as soon as it has been informed, but it remains the Customer's own responsibility to know the current policy conditions.

Appendix A – Definitions

The following terms have the meanings described below in the Agreement, these General Terms and Conditions and all other Annexes. In the event of any conflict between a definition in this Appendix and a definition in a specific Appendix, the definition in the relevant Appendix shall prevail.

1. Parties and Agreement

- a) **ICEWORX:** ICEWORX B.V., established in Rotterdam (the Netherlands) at Weena 505, 3013 AL), registered with the Chamber of Commerce under 85398411. ICEWORX is the Provider of the Platform and the Services.
- b) **Client:** The legal entity or natural person acting in the exercise of a profession or business, who has entered into an Agreement with ICEWORX for the use of the Platform.
- c) **Party(s):** ICEWORX or the Client individually or ICEWORX and the Client jointly.
- d) **"Affiliate"** means a direct or indirect subsidiary or parent company of a Party, or another subsidiary or parent company of such holding company.
- e) **Agreement:** The agreement concluded between ICEWORX and the Customer, consisting of the signed or digitally concluded agreement and all associated Attachments.
- f) **Appendices:** The appendices to the Agreement: Appendix 4 (Tariffs and Packages), Appendix 5 (SLA) Optional, Appendix 1 (General Terms and Conditions), Appendix 2 (Data Processing Agreement) and Appendix 3 (AUP).
- g) **Written:** Communication by letter or by e-mail, unless otherwise stated in a specific provision.
- h) **Working day:** A day from Monday to Friday, with the exception of officially recognized Dutch holidays.

2. Platform and Services

- a) **Platform:** The online shipping platform developed and hosted by ICEWORX, made available to the Client for the booking, management and tracking of Shipments.
- b) **Services:** All services provided by ICEWORX to the Client via the Platform, including the use of the Platform itself, the Transport Services and the Insurance Services.
- c) **Transport Services:** The service whereby the Client creates shipping labels via the Platform on the basis of contracts that ICEWORX has concluded with Carriers. ICEWORX acts as freight forwarder (art. 8:60 DCC) - the actual transport is carried out by the Carrier.
- d) **Insurance Services:** The optional service whereby ICEWORX as an intermediary offers the possibility to insure Shipments through a third-party insurer listed in the Platform.
- e) **Account:** The Client's personal online environment within the Platform, required for access to the Services.
- f) **Help Center:** The documentation environment with guidelines and instructions made available by ICEWORX via the Platform.
- g) **Shipment:** A shipment of goods from sender to recipient via a Carrier booked by the Customer via the Platform.
- h) **Dry Ice Shipment:** A Shipment in which the contents are transported with dry ice as a refrigerant, including (EPS) packaging.
- i) **Shipping Label:** The shipping document generated by ICEWORX through the Platform, required for processing by the Carrier.
- j) **Usage data:** Statistical and analytical data on the use of the Platform, without direct identification of persons.

3. Subscription and Finances

- a) **Package:** The subscription level chosen by the Customer (Send, Scale, Premium or Enterprise), as described in **Appendix 4** (Rates and Packages ICEWORX 2026).
- b) **Subscription:** The contractual access arrangement on the basis of which the Customer uses the Platform in accordance with the chosen Package and the agreed term.
- c) **Subscription Fee:** The periodic fee for the Subscription, consisting of a fixed fee and/or a variable fee per shipping label.
- d) **Transportation Charges:** All costs incurred as a result of the use of Transportation Services, including freight charges, Carrier Surcharges, and any adjustments.
- e) **Term:** The agreed period of validity of the Agreement, counting from Start Date to End Date.
- f) **Start Date:** The date on which the Agreement and the Package take effect.
- g) **End Date:** The date on which the current Term expires. In the event of late cancellation, automatic renewal will take effect.
- h) **Trial Period:** An optional free period (14 days or as stated in registration) for getting to know the Platform.

4. Transport and availability

- a) **Carrier:** The third-party logistics provider that performs the actual transportation of Shipments (e.g., UPS, DHL). ICEWORX is not the Carrier and bears no responsibility for the execution of the transport.
- b) **Dangerous Goods:** Goods classified as hazardous in accordance with ICAO Technical Instructions, IATA DGR, IMDG Code or ADR.
- c) **Planned Maintenance:** Period of (partial) unavailability of the Platform for the purpose of maintenance.
- d) **Availability:** The percentage of time per calendar month that the Platform is available, excluding Planned Maintenance and Force Majeure.
- e) **Incident:** Unexpected disruption of the Platform, classified P1 (critical) to P4 (low).

- f) **Force Majeure:** Circumstances beyond the reasonable control of ICEWORX, including natural disasters, power outages, external cyberattacks, government action, or pandemics.

5. Data protection

- a) **Personal data:** Any information relating to an identified or identifiable natural person, as referred to in Art. 4 (1) GDPR.
- b) **Controller:** The party that determines the purpose and means of processing Personal Data. In the context of the Agreement, this is the Customer.
- c) **Processor:** The party that processes Personal Data on behalf of the Controller. In the context of the Agreement, this is ICEWORX.
- d) **Sub-verwerker:** A third party engaged by ICEWORX for (partial) processing of Personal Data on behalf of the Customer.
- e) **Data breach:** Security breach leading to accidental or unlawful destruction, loss, alteration or unauthorized access to Personal Data (Art. 4 para. 12 GDPR).
- f) **GDPR:** Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of personal data.