

Terms of Use

1. Introduction

Welcome to **CargoLink** (“CargoLink”, “we”, “our”, or “us”). CargoLink is an online platform that connects users seeking logistics, freight, and transport services (“Shippers” or “Clients”) with independent logistics providers (“Providers”). By accessing or using CargoLink (the “Platform”), you agree to be bound by these Terms of Use (“Terms”). If you do not agree, do not use the Platform.

2. Eligibility

By using CargoLink, you represent that:

- You are at least 18 years old or the legal age of majority in your jurisdiction.
- You have the authority to enter into these Terms.
- All information you provide is accurate and truthful.

3. Nature of the Platform

CargoLink is a **matching and facilitation platform only**.

- We **do not own, operate, or control** any logistics services.
- We **do not guarantee** the performance, safety, legality, pricing, or reliability of any logistics Provider.
- Any service agreement is strictly between the Client and the logistics Provider.

CargoLink is not responsible for disputes, damages, delays, losses, or contractual issues arising from engagements between users.

4. User Accounts

To access certain features, you may need to create an account. You agree to:

- Maintain the confidentiality of your login details.
- Accept responsibility for all activities under your account.
- Notify CargoLink immediately in case of unauthorized use.

We reserve the right to suspend or terminate accounts for violations of these Terms.

5. User Obligations

You agree **not** to:

- Use the Platform for unlawful or fraudulent activities.
- Misrepresent your identity or business information.
- Interfere with Platform functionality, including through scraping, hacking, or automated tools.
- Upload harmful, misleading, or defamatory content.
- Engage in abusive behavior toward other users or CargoLink staff.

6. Logistic Providers Obligations

Providers using CargoLink agree to:

- Comply with all applicable laws, permits, and licensing requirements.
- Provide accurate service details, pricing, and availability.
- Deliver services in a professional and safe manner.
- Maintain valid insurance where required.

False representation may result in suspension or removal from the Platform.

7. Service Performance Metrics

By using the Platform, logistic Providers agree to the following performance metrics

- **Shipment Creation Accuracy:** shall ensure that at least 98% of shipment entries are created accurately and completely at the time of booking.
- **Pickup Confirmation:** shall confirm Driver/ Operator and vehicle assignment within 30 minutes of receiving the pickup request, ensuring rapid acknowledgment and dispatch readiness.
- **On-Time Pickup:** shall pick up shipments within the agreed window, achieving an on-time pickup rate of 98%.
- **On-Time Delivery:** shall ensure that 95% of standard deliveries and 98% of express deliveries arrive on time, based on the committed delivery window.
- **Exception Reporting & Response:** all shipment exceptions shall be reported within one (1) hour, and the logistics provider shall provide an initial response or action update within one (1) hour.
- **Shipment Visibility & Tracking Compliance:** shall maintain 98% compliance in providing accurate, end-to-end shipment tracking, ensuring consistent visibility for all milestones.
- **Proof of Delivery (POD):** for 95% of completed deliveries, POD must be uploaded with a timestamp, receiver name, and photo.

- Operational Issue Resolution: shall resolve 95% of operational issues within the defined resolution timelines (High: 24 hours, Medium/Low: 48–72 hours).
- Operator Reliability Score: driver/ operator must maintain an average quality and reliability rating of at least 4.0 out of 5.
- Failed Delivery Attempt: for 100% of failed delivery attempts, the provider shall upload valid evidence and ensure re-delivery within 24 hours.
- Dispute Resolution: shall resolve 90% of disputes within Five (5) days, with POD-related disputes resolved within 48 hours.

8. Service Fees

CargoLink will charge service, referral, subscription, or transaction fees.

- All Fees will be communicated clearly before charges occur.
- CargoLink reserves the right to modify Fees and such modification shall be communicated to logistic providers within 3-5 business days before implementation commences.

All payments processed through the Platform are subject to our payment partner's terms.

9. Communication and Contracting

By using the Platform:

- Clients and Providers communicate directly to negotiate terms.
- CargoLink may provide messaging tools for convenience but does not participate as a party in any contract.
- CargoLink is not liable for the outcome of communications or agreements made through the Platform.

10. Ratings and Reviews

Users may rate and review each other.

By posting reviews, you agree that:

- Reviews must be truthful and based on actual transactions.
- CargoLink may moderate, remove, or edit reviews that violate policies.

CargoLink does not endorse or guarantee the accuracy of user reviews.

11. Intellectual Property

The Platform, including all graphics, software, text, logos, and trademarks, is the property of CargoLink or its licensors.

You may not:

- Copy, reproduce, modify, or distribute Platform content.
- Use the CargoLink name or branding without written permission.

12. Privacy

Your use of the Platform is governed by our **Privacy Policy**, which explains how we collect, use, and store your information. By using the Platform, you consent to these practices.

13. Third-Party Links

CargoLink may contain links to external websites.

We are not responsible for:

- The content,
- Security,
- Or practices of third-party sites.

Accessing external links is at your own risk.

14. Limitation of Liability

To the maximum extent permitted by law:

- CargoLink **disclaims all warranties**, express or implied.
- CargoLink **is not liable** for any indirect, incidental, consequential, or punitive damages.
- CargoLink **is not liable** for any issues arising from Provider-Client engagements, including delays, losses, damages, or disputes.

Your sole remedy for dissatisfaction with the Platform is to stop using it.

15. Indemnification

You agree to indemnify and hold CargoLink harmless from any claims, damages, liabilities, or expenses arising from:

- Your use of the Platform,
- Your violation of these Terms,
- Or your interactions with other users.

16. Suspension and Termination

CargoLink may suspend or terminate access to the Platform at any time, with or without notice, for:

- Violations of these Terms,
- Fraudulent or suspicious activities,
- Legal or regulatory requirements.

17. Changes to Terms

CargoLink may update these Terms at any time. Continued use of the Platform after changes constitutes acceptance of the updated Terms.

18. Governing Law

These Terms shall be governed by the laws of **[Insert Country/State]**, without regard to conflict of law principles.

Any disputes shall be resolved in the courts of **[Insert Jurisdiction]**.

19. Contact Information

For questions or concerns about these Terms, contact us at:

Email: contact@cargolinktechnologies.com

Phone:

Address: