SENDCLOUD GENERAL TERMS

Chapter A: Use of Sendcloud Platform

This Chapter A shall apply to Customer's use of the Sendcloud Platform and all of its features. For some features within the Platform, service specific terms may apply as set out in these Terms.

Article 1: Overview

1.1 These Terms apply to all Customer's use of the Services and the Platform. Any general terms and conditions of the Customer are explicitly excluded. Deviations from these Terms apply only if Sendcloud explicitly confirms them in writing to the Customer.

1.2 In these Terms, the capitalised terms shall have the stated meaning as described in Appendix A.

1.3 Sendcloud is permitted to make interim unilateral amendments to these Terms, giving a thirty (30) days prior notice to the Customer. In case such a change of these Terms has a material adverse effect on the Customer, the Customer may terminate its active Subscription by sending a written notice to Sendcloud.

1.4 The contracting entity for the Services is determined by the location of the Customer's billing address. The applicable contracting entity is specified in Appendix B to these Terms. By accepting these Terms, the Customer acknowledges and agrees that the Customer's contractual relationship is with the applicable entity as set out in Appendix B.

Article 2: Registration and Subscription

Registration

2.1 In order to use the Services, the Customer needs to register within the Platform and select the applicable Subscription. The Customer warrants to Sendcloud that the information it has provided during registration is correct and complete and meets Sendcloud's prescribed specifications.

2.2 If the Customer moves or the address, invoice address, e-mail address or other data of the Customer changes, the Customer must immediately change the information within the Platform. If the information cannot be changed by the Customer, the Customer must immediately give notice to Sendcloud's customer service department of such change.

Trial period

2.3 If this is indicated at the time of registration, the Customer can start the Subscription with a free trial period. The Customer can then try the Subscription for fourteen (14) days, or as otherwise indicated at the time of registration. Unless the Customer cancels the Subscription

via the Platform before the end of the trial period, the Customer must pay the applicable Subscription Fee.

Subscriptions

2.4 The Customer is due Subscription Fees in case of a paid Subscription.

2.5 Subject to the Subscription type, a maximum volume of labels may apply. If the Customer exceeds the maximum volume of labels for its Subscription, Sendcloud may unilaterally amend the agreed upon Subscription Fees at its sole discretion by means of:

(i) upgrading the Customer's Subscription to a higher Subscription tier in line with the volume of created labels; and/or

(ii) charging an additional fee per created shipping label for any label that exceeds the applicable volume limit of the Subscription.

2.6 Subscription Fees may be invoiced on a monthly or annual basis, as agreed between Sendcloud and the Customer.

2.7 Sendcloud is permitted to make interim unilateral changes to Subscription Fees, plans and/or features at its sole discretion. These changes will not take effect until thirty (30) days after the Customer has been informed in writing. In case such change has a material adverse effect on the Customer, the Customer may give notice to terminate its active Subscription.

2.8 Sendcloud is permitted to change its prices to adjust for inflation once every twelve (12) months and will be announced at least one (1) month in advance. The adjustment shall be the greater of either: (i) a five percent (5%) increase; or (ii) the percentage change in the Harmonised Index of Consumer Prices (HICP) for the Euro area as published by Eurostat over the preceding twelve (12) months. The adjusted prices will apply to all invoices issued following the adjustment date. For any increase under this Clause 2.8, the termination right referred to in Clause 2.7 shall not apply.

Article 3: Acceptable use

3.1 Prohibited Activities. When using the Services, the Customer agrees:

(i) not to use the Services in any way that is illegal, fraudulent, deceptive, or harmful;

(ii) not to interfere with, disrupt, or compromise the integrity or security of the Services or the data contained therein;

(iii) not to access or use the Services to build a competitive product or service, or to benchmark the Services against other products;

(iv) not to attempt to gain unauthorized access to any part of the Services, systems, networks, or data;

(v) not to upload, transmit, or distribute any malicious code, viruses, or any content that is harmful to the Sendcloud systems and/or other customers;

(vi) not to use the Services to send unsolicited or unauthorized advertising, spam, or any form of solicitation;

(vii) not to store or transmit any content that infringes the intellectual property rights or privacy rights of any third party;

(viii) not to misuse the Services in a manner that imposes an unreasonable load on the Platform infrastructure;

(ix) not to engage in scraping, data mining, or any other automated methods to access or extract data from the Services without Sendcloud's prior written consent;

(x) that the Customer is solely responsible for ensuring that their use of the Services complies with all applicable laws, regulations, and industry standards, including data protection and privacy laws.

3.2 User-Generated Content. If the Customer uploads or shares content through the Services, the Customer represents and warrants that it has the rights to do so and that the content does not violate any third-party rights, including intellectual property rights or privacy rights.

3.3 Monitoring and Enforcement. Sendcloud reserves the right to monitor, review, and investigate the Customer's use of the Services for compliance with this Article 3:. Sendcloud may suspend or terminate the Customer's access to the Services if we reasonably believe that the Customer has violated the terms included in this Article 3:.

Article 4: Invoicing

4.1 Unless agreed or indicated otherwise in writing, all Fees that Sendcloud states at any time exclude VAT and other taxes or duties.

4.2 The Customer must give written notice of complaints regarding Sendcloud's invoices within fourteen (14) days of the invoice date. After this period has expired, objections can no longer be considered and the Customer will have waived its alleged rights.

4.3 Unless agreed otherwise in writing, payment must be made within fourteen (14) days of the invoice date. If the invoice amount is not paid in full by the due date, the Customer will be in default by the mere expiry of the period, with no need for a demand or notice of default.

4.4 Sendcloud may always require prepayment, a bank guarantee, or equivalent security for payment of the amount due, regardless of whether one or more due invoices have not been paid or paid in full.

4.5 Any reliance of the Customer on setoff or suspension is expressly excluded, unless Sendcloud has agreed in advance to a specific suspension or setoff in writing and unconditionally recognized the claim, regarding which suspension or setoff is being applied, in writing.

Article 5: Liability

5.1 Sendcloud is never liable for consequential damage or loss, including but not limited to lost profits, lost savings, immaterial damage, trading loss or environmental damage, regardless of the basis for liability.

5.2 Any claim of the Customer against Sendcloud will lapse if the Customer has not commenced substantive proceedings against Sendcloud within one (1) year of the claim occurring. Under penalty of forfeiture of any claim for compensation, the Customer must report claims in writing to Sendcloud within three (3) months of discovering the damage or loss or having been able to discover it.

5.3 If and insofar as Sendcloud is liable, despite the provisions of this article, its liability for damage to property will be limited to repair and replacement costs and capped at the principal amount specified on the relevant invoice. In the event of harm to persons and in any other cases, Sendcloud's liability is always limited to the claim for payment under its liability insurance, plus the excess that Sendcloud must pay under that liability insurance. If and insofar as no payment can be made under this insurance, for whatever reason, the total liability, regardless of its basis, will always be limited to the amount charged by Sendcloud under the relevant Subscription and capped at €10,000.00.

5.4 Insofar as third parties that Sendcloud hires to perform any obligations under the relevant Subscription have limited their liability in that regard, Sendcloud is also authorized to accept such limitations of liability on behalf of the Customer. Any liability of Sendcloud for unexpected failures by these third parties to perform is excluded.

5.5 Sendcloud is never liable for damage or loss resulting from the temporary unavailability of the Platform or a Service, regardless of the basis for liability.

5.6 The provisions of this article do not apply if the damage or loss results from the intent or willful recklessness of Sendcloud.

Article 6: Suspension and termination

6.1 If, as soon as, and for as long as the Customer fails to fulfil, fails to punctually fulfil, or fails to properly fulfil one or more of its obligations towards Sendcloud, Sendcloud may fully or partially suspend its obligations towards the Customer. In such a case, the Customer must compensate all resultant damage or loss suffered by Sendcloud, including but not limited to lost profits. If and as soon as the Customer is in default, Sendcloud may fully or partially terminate the Subscription with the Customer.

6.2 In case of termination of the Subscription, reciprocal claims become immediately due and payable. The Customer will then be liable for the damage or loss suffered by Sendcloud, including loss of profits and costs.

6.3 If and as soon as the Customer is declared bankrupt or a petition for bankruptcy has been filed, applies for a moratorium on the payment of debts, or loses the power to dispose of all or part of its assets through attachment, guardianship or otherwise, Sendcloud may terminate the Subscription without judicial intervention and with no need for a notice of default.

Article 7: Data usage

Security

7.1 Sendcloud uses reasonably technical and organizational measures in order to protect the Services and the Platform, and the Customer's data therein, as described in the Security Policy.

Privacy

7.2 Sendcloud and the Customer acknowledge that with regard to the Services, Customer shall be considered a Data Controller and Sendcloud shall process Personal Data as a Data Processor on behalf of the Customer. Sendcloud shall process Personal Data in line with the applicable Data Protection Addendum, which shall form an integral part of these Terms.

7.3 Sendcloud may (i) collect, analyze and otherwise process Usage Data internally for its business purposes, including for the purposes of security and analytics, to improve and enhance the Services and the Platform, to measure product usage, and for other development, diagnostic and corrective purposes in connection with the Services or other Sendcloud products or services, and (ii) disclose Usage Data to third parties only in an aggregated and/or de-identified form and in a manner that does not identify Customer or any of its users.

Article 8: Confidentiality

8.1 Both Parties must observe confidentiality regarding the contents of offers, agreements, the login codes provided by Sendcloud, and all correspondence, information, knowledge, and/or documentation relating to the other Party, supplied by one Party to the other, and/or that is otherwise in the possession or has come to the knowledge of either Party as part of the preparation, conclusion, and performance of the obligations under any Subscription. This obligation does not apply to confidential information in the public domain (other than due to an attributable breach or delict of the receiving Party) or where the disclosing Party has consented in writing to the full or partial discontinuation of the duty of confidentiality.

8.2 Neither Party may use and/or disclose the confidential information for purposes other than those necessary for the performance of the obligations under the Subscription, including for marketing and/or commercial purposes, without prior written consent from the disclosing Party.

8.3 Both Parties must treat the confidential information with at least the same degree of care as they apply to their own confidential data. Confidential information may be disclosed to third parties and/or employees only insofar as this is necessary for performing their work and not before the receiving Party has imposed a duty of confidentiality equal to that set out in these Terms on those third parties and/or employees. The receiving Party warrants to the disclosing Party that these third parties and/or employees will continue to comply with this duty of confidentiality.

8.4 If either Party must disclose certain information under a legal obligation, a binding instruction, or binding regulations, it must promptly notify the other Party in writing before that disclosure, unless prohibited by law.

8.5 The duty of confidentiality remains in full force even after the termination of the Subscription.

Article 9: Intellectual property rights

9.1 All intellectual property rights associated with the Services and Platform, such as trademarks and copyright, are vested in Sendcloud or its licensors. Any use of the name Sendcloud, the Services and Platform, including the full or partial reproduction, publication, copying or storage of such content other than for own use by the Customer is prohibited without Sendcloud's prior, specific and written consent.

9.2 The Customer will acquire only the rights of use expressly granted under these Terms and the applicable law. Any right of use to which the Customer is entitled is not exclusive and cannot be transferred, pledged or sublicensed without the prior written consent of Sendcloud.

Article 10: Miscellaneous

10.1 If the obligations set out in Articles 8 (Confidentiality) and 9 (Intellectual property rights) of these Terms are contravened, the Customer, with no need for a demand or other prior notice, will forfeit an immediately due and payable penalty of €10,000.00 (ten thousand euros) for each contravention, plus a penalty of €100.00 (one hundred euros) for each day or part of a day that the contravention continues, insofar as it is a continuous contravention, without the possibility of applying deduction, suspension or setoff, in favor of Sendcloud or its legal successor(s) by universal or particular title. This applies notwithstanding Sendcloud's rights to compensation insofar as its damage or loss exceeds the penalty payable, the right to specific performance, the right to conduct litigation (including any interim relief proceedings), the right to secure an injunction, and all its other rights under the law. Statutory commercial interest will be added to the penalty and be due from the day on which the penalty becomes due and payable.

10.2 If any provision of these Terms is invalid, void or unenforceable, declared invalid, voidable or unenforceable, or voided, this will not affect the validity of the other provisions of these Terms.

10.3 Notices. Any notice or other communication required or permitted to be given under these Terms shall be in writing and may be delivered either:

(i) by email: notices may be sent to the email address provided by the Customer during the account registration process or as updated in their account settings (in accordance with Articles 2.1 and 2.2 of these Terms); and/or
(ii) via the Platform: notices may also be delivered through messages provided via the Platform.

10.4 Assignment. None of the Parties may assign, transfer or delegate or procure the assumption, transfer or delegation of its rights and obligations under these Terms , either in whole or in part, to any other person without the prior written consent of the other Party. Notwithstanding the foregoing, the Customer hereby irrevocably consents to Sendcloud assigning, transferring, or delegating its rights and obligations under these Terms to any of its Affiliates.

10.5 Force majeure. If Sendcloud cannot fulfil its obligations under these Terms, including any agreed warranty obligations, due to force majeure or any other extraordinary circumstance, including but not limited to fire, strikes, a stagnation in the supply of products, internet or computer failures, measures imposed by the state, unexpected defects and/or failures at Sendcloud or its Carriers or suppliers, or a failure to perform by a third party or Carrier that Sendcloud has hired, Sendcloud may perform all or part of its obligations on a later date.

10.6 Applicable law. Only Dutch law applies to the Services and Terms. The applicability of the Vienna Sales Convention (CISG) and/or other international sales conventions is expressly excluded. In these Terms, where Dutch legal concepts are referred to, the concepts shall be interpreted in accordance with Dutch law. In the event of any ambiguity or inconsistency between the terms used and their Dutch equivalents, the Dutch meaning shall prevail. Where these Terms are made available in multiple languages, the Dutch version shall take precedence in matters of interpretation.

10.7 Competent court. All disputes arising from the Services and Terms between the Parties will be settled by the competent Dutch court in the judicial district of Oost-Brabant. Notwithstanding the competency of the Dutch court, Sendcloud may also choose to have such dispute resolved by the competent court in the court district where the Customer is registered.

Chapter B: Transport Services

In case the Customer creates shipping labels deriving from contracts that Sendcloud has entered into with Carriers, the provisions of this Chapter B apply in addition to the general provisions (Chapter A).

Article 11: Transport Services

11.1 When a Customer creates shipping labels deriving from contracts that Sendcloud has entered into with Carriers, Sendcloud shall act in the capacity of a freight forwarder as defined in article 8:60 of the Dutch Civil Code (*Burgerlijk Wetboek*). As a freight forwarder, Sendcloud does not assume responsibility for the actual carriage of goods.

11.2 The Customer shall comply with all instructions provided by Sendcloud and/or the Carrier(s) in relation to the Transport Services, including those published in the Help Center. The Help Center contains essential guidelines on packaging, labeling, handling, and other Carrier-specific requirements. Sendcloud reserves the right to update or modify these instructions at any time, and such changes shall be effective immediately upon publication in the Help Center. The Customer is responsible for regularly reviewing the Help Center to ensure compliance with the most current instructions. Sendcloud assumes no liability for any consequences arising from the Customer's failure to follow the latest published instructions in the Help Center.

11.3 The Customer guarantees compliance with the following obligations:

(i) **Packaging**: All shipments are packed securely and in compliance with the Carrier's guidelines to prevent damage during transport. This includes using appropriate packaging materials, providing adequate cushioning, and sealing parcels properly;
(ii) **Labeling:** Each shipment is labeled accurately with all required information, including correct addresses, contact details, and any necessary Carrier identification codes. The Customer must also ensure that any labels indicating special handling (e.g., "Fragile" or "This Side Up") are clearly visible and applied as necessary;
(iii) **Handling and Restrictions:** Any items subject to special handling requirements or restrictions (such as hazardous or perishable goods) comply with all Carrier instructions and legal requirements. The Customer is responsible for obtaining any necessary permits or authorizations for restricted items and must notify Sendcloud of such items before shipment;
(iv) **Weight and Size Compliance:** Each package adheres to the Carrier's specified weight and size limitations. Exceeding these limits may result in additional fees or refusal of the shipment by the Carrier;
(v) **Dangerous Goods:** Dangerous or hazardous goods may only be shipped if explicitly authorized by Sendcloud in writing and accepted by the Carrier. The Customer is solely responsible for ensuring that all Dangerous Goods are correctly identified, classified, packaged, marked, labeled, and documented in compliance with all applicable laws and Carrier requirements. This includes adhering to standards set forth by international regulations, such as the International Air Transport Association (IATA) Dangerous Goods Regulations and the International Maritime Dangerous Goods (IMDG) Code. Shipments containing unauthorized Dangerous Goods may result in penalties, delays, or refusal by the Carrier, for which Sendcloud assumes no liability.

11.4 The Customer agrees to indemnify, defend, and hold harmless Sendcloud, its Affiliates, officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, fines, penalties, costs, and expenses (including reasonable attorneys' fees) arising out of or related to any (alleged) breach of the Customer's obligations under article 11.2 and/or article 11.3.

Article 12: Transport Fees

12.1 For the use of the Transport Services, the Customer must reimburse Sendcloud for all Transport Fees.

12.2 Sendcloud is permitted to make interim unilateral changes to Transport Fees with immediate effect and without any prior notice. Sendcloud will endeavor to notify the Customer of any price change at least fourteen (14) days in advance, but cannot guarantee this notice period in all circumstances. The applicable Transport Fees as shown in the Account within the Platform are leading at all times.

12.3 In case the Customer does not agree with any Transport Fees, the Customer may submit a claim via the Platform. In such case, Sendcloud will undertake reasonable effort (*inspanningsverplichting*) to ensure that the Carrier accepts the Customer's claim. Sendcloud will reimburse the Customer the amount that the Carrier pays as a result of such a claim. However, the Customer's submission of a claim, the Carrier's acceptance or non-acceptance of a Customer's claim, and/or the Carrier's payment or non-payment of compensation will not in any way affect or suspend the Customer's obligation to pay the Transport Fees.

12.4 All surcharges, fees, and measurements (including, but not limited to, weight, size and/or volumetric weight) determined by the Carrier are binding and shall have conclusive evidentiary value (*dwingende bewijskracht*).

12.5 The Transport Fees for shipping labels are due upon label creation, regardless of the actual use of the shipping label by the Customer. Subject to the Carrier and specific shipping method selected by the Customer, the Customer may be reimbursed for created labels that are unused. In this regard, the Customer shall follow Sendcloud's instructions as available via the Help Center.

12.6 Transport Fees shall be invoiced on a bi-weekly basis, unless agreed otherwise between Sendcloud and the Customer.

Chapter C: Insurance Services

In case the Customer insures its shipments via a third party insurer that is listed in the Platform, the provisions of this Chapter C apply in addition to the general provisions (Chapter A).

Article 13: Role as insurance intermediary

13.1 Sendcloud offers Insurance Services as an additional option for Customers who wish to insure their shipments. Sendcloud acts solely as an intermediary, facilitating the availability of insurance options.

Article 14: Claims handling and liability

14.1 Claims related to insured shipments are handled exclusively by the insurer, and all claims are subject to the insurer's terms and conditions. Sendcloud has no involvement in the assessment, processing, or outcome of claims and is not responsible for any decisions made by the insurer. The Customer agrees that any disputes or issues regarding claims must be resolved directly with the insurer.

Article 15: Limitation of liability

15.1 Sendcloud assumes no liability regarding the insurance agreement, including (i) the accuracy of information provided by the insurer, (ii) the performance, solvency, or reliability of the insurer, or (iii) any outcome related to claims processing. Sendcloud is not liable for any losses, damages, or costs incurred by the Customer arising from the insurer's handling of a claim, including delays, denials, or other outcomes related to the insurance coverage.

Article 16: Customer responsibility

16.1 The Customer is responsible for reviewing and understanding the terms, conditions, and limitations of the insurance policy before opting for coverage. Any questions or clarifications regarding the policy should be directed to the insurer. Sendcloud does not provide insurance advice or guarantee coverage, and the Customer is encouraged to verify the policy details independently.

Article 17: Changes and updates

17.1 Insurance terms, including coverage options, limitations, and claims procedures, may be modified from time to time by the insurer. Sendcloud will endeavor to communicate significant changes when notified by the insurer, but it remains the Customer's responsibility to stay informed of the current terms as specified by the insurer.

Appendix A: Definitions

Account:	the online account of a Customer that is required in order to use the Services via the Platform;
Affiliate:	means in relation to any person or entity, any direct or indirect subsidiary or direct or indirect holding company of that person or entity and any other subsidiary of such holding company;
Carrier:	the shipping carrier as selected by the Customer via the Platform;
Customer:	the customer of Sendcloud;
Dangerous Goods:	the dangerous goods as specified in the latest version of the technical instructions of the International Civil Aviation Organization (ICAO), the 'dangerous goods regulations' of the International Air Transport Association (IATA), the International Maritime Dangerous Goods Code, the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR) or other national or international laws or legislation applicable to the transport of and/or service provisions in relation to dangerous goods;
Data Controller:	has the meaning assigned to it under the Data Protection Addendum;
Data Processor:	has the meaning assigned to it under the Data Protection Addendum;
Help Center:	the documentation that is made available by Sendcloud to the Customer via the Platform and published via the following hyperlink: https://support.sendcloud.com/hc/;
Insurance Services:	the Services as described in Chapter C of these Terms;
Parties:	Sendcloud and the Customer;
Party:	Sendcloud or the Customer;
Personal Data:	has the meaning assigned to it under the Data Protection Addendum;
Platform:	the platform developed and hosted by Sendcloud, made available to the Customer for the use of the Services;
Sendcloud:	the user of these Terms, being the contracting entity as outlined in Appendix B;
Services:	any services provided by Sendcloud as described in the Chapters of the Terms, including the use of the Platform, Transport Services, and Insurance Services;
Subscription:	the subscription as selected by the Customer for the use of the Platform;
Subscription Fees:	the fees for the use of the Subscription, which may consist of (i) a fixed fee and (ii) a fee per label;

Terms:	these general terms;
Transport Fees:	all charges resulting from the Customer's use of Transport Services, including but not limited to any Carrier surcharges;
Transport Services:	The Services as described in Chapter B of these Terms;
Usage Data:	information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including information concerning Customer's use of the various features and functionality of the Services and/or Carriers and analytics and statistical data derived therefrom).

Appendix B: Contracting entities

Customer country	Contracting entity	Company nr.	Address
Netherlands	Sendcloud B.V.	66572959	Stadhuisplein 10, 5611 EM Eindhoven, the Netherlands
Belgium			
Spain			
Rest of world			
Germany	Sendcloud GmbH	HRB 224901	Fürstenrieder Str. 70, 80686 München, Germany
Austria			
United Kingdom	Sendcloud Ltd.	12735708	Unit 21 Elmdon Trading Estate, Bickenhill Ln, Marston Green, Birmingham B37 7HE, United Kingdom
France	Sendcloud SAS	83268221500039	4 Rue Jules Lefebvre, 75009 Paris, France
Italy	Sendcloud Srl.	13613790966	Via F.lli Gabba 1/A, 20121 Milano, Italia