



Terms & Conditions

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1. Terms and conditions

1.1. The contents, commercial activities, products and services contained on the Website are not intended or directed at persons residing in jurisdictions where their contents are not properly authorized.

1.2. The website comprises only those pages served by www.maxtonshipping.com at all times. Accessing and browsing the Website is the sole responsibility of the users in the terms provided in the General Conditions.

1.3. The consultation of any of the contents of the Website does not in itself constitute any contractual relationship between the user and Maxton Shipping.

2. Obligations of

2.1. The user agrees to use the services and contents of the Website in accordance with the Law, these General Conditions and the specific conditions of the services offered by Maxton Shipping at all times, and must refrain from using them for:

- Contents, contrary to good faith, morality, public order, or practice, and / or illicit criminal activities or activities in breach of the regulations on intellectual property, or any other applicable legal standard.
- Spread contents of racist, xenophobic, apology of terrorism and / or that violates human rights.
- Introduce or spread data programs (viruses and harmful software) susceptible to cause damage to computer systems Maxton Shipping, its suppliers or third Users of the internal network or network of this website.
- Transmit to unauthorized parties your username and password, assuming full responsibility for the consequences disclosure and must immediately inform Maxton Shipping access by an unauthorized user to this information. To this end, Maxton Shipping reserves the right to change the username and password for the service protection.



- Make available to other users, email or otherwise transmit any content that, in accordance with the applicable provisions or contractual relationship, the user is not authorized to transmit (such as inside information, information protected by copyright industrial or intellectual property or information which have a duty of confidentiality).
- Make available to other users, email or otherwise transmit any content that, in accordance with the applicable provisions or contractual relationship, the user is not authorized to transmit (such as inside information, information protected by copyright industrial or intellectual property or information which have a duty of confidentiality).
- Make available to other users, email or otherwise transmit any content that, in accordance with the applicable provisions or contractual relationship, the user is not authorized to transmit (such as inside information, information protected by copyright industrial or intellectual property or information which have a duty of confidentiality).
- Contents spamming practices and generally disseminate unsolicited or unauthorized advertising, promotional materials, "junk mail," "chain letters," "pyramid schemes" or any other form of information, except in areas specifically Website authorized to do so.
- Reproduce, duplicate, copy, sell, resell or exploit for commercial purposes in whole or in part, the contents of the Web Site without the express prior authorization.

2.2. Users who take service through the Web Site should be legally of age according to the U.S. legislation.

Modifying information

Maxton Shipping reserves the exclusive right to update, modify or delete the contents of the Web Site and the right to limit or block access to it. Maxton Shipping may exercise such rights at any time and without notice.

Files

4.1. Maxton Shipping undertakes to use its best efforts to avoid any errors in the content appearing on the Website. In any case, Maxton Shipping be exempt from any liability for any errors in the contents that may appear on the Website.

4.2. Maxton Shipping assumes no responsibility for any discrepancies that may exist between the printed and electronic version published on the Website. In case of discrepancy between the printed version and published on the website, the printed version shall prevail.

4.3. Maxton Shipping are not responsible in any way for the contents, commercial activities, products and services that can be viewed through electronic links (links) directly or indirectly, through the Web Site. The links on the Website, unless expressly stated otherwise, is for informational purposes only and in no way a suggestion, invitation or recommendation thereof. These links do not represent any type of relationship between Maxton Shipping and individuals or business owners of the websites that can be accessed through these links. Maxton Shipping reserves the right to withdraw unilaterally and at any time the links that appear on the Website.

Navigation, access and security

5.1. Maxton Shipping makes every effort to ensure that browsing takes place under optimum conditions.

5.2. This website has been designed to support the Internet Explorer and Chrome browser's. In this context, Maxton Shipping are not responsible for damages of any kind that may be caused to users by using other browsers or different versions of the browsers for which designed the Website.

5.3. Maxton Shipping assumes no responsibility or guarantee that access to the Website will be uninterrupted or error free. Maxton Shipping assumes no liability or guarantee that the content or software that can be accessed through the Web Site will be error free and will not cause damage to the computer from which the user accessed. In any case Maxton Shipping be liable for any loss or damages of any kind arising from the use of, and browsing the Site, including, without limitation, damage to computer systems or damage caused by the introduction virus. In particular, Maxton Shipping not responsible in any way for breakdowns, interruptions, faults or defects in telecommunications that may occur in the course of operations or financial nature of those damages that could be generated in such cases.

5.4. Maxton Shipping not liable for damages caused to users through misuse of the Web Site.



The services offered on the Website may only be used correctly if the technical specifications for which they were designed are met.

6. Privacy

6.1 For the purposes of Article 5 of Law 15/1999 of December 13, Protection of Personal Data (LOPD), Maxton Shipping informs the user that all personal information provided at any time and for Voluntary our company or our employees will be included in an automated personal data created and maintained under the responsibility of Maxton Shipping partners – Kontainers, a Descartes company. This entity will treat the information as confidential and will be treated with the sole purpose of operating our business relationship with you and to send you information about the products and services in which you may be interested.

6.2 Kontainers uses the use of cookies when the user navigates through the Website. Cookies are data files very limited capacity generated in the user's computer allowing to obtain the following information: (a) the date and time of the last time you visited the Website; (B) the design of content that the user chose in their first visit to the Website; (C) contact information; and (d) the security elements involved in controlling access to restricted areas. The user has the option to prevent the creation of cookies by selecting the appropriate option in your browser.

6.3 Kontainers holds the database generated with the personal data provided by users. Kontainers agrees to comply at all times with the Data Protection Act with its obligation of secrecy of personal data and its duty to treat as confidential, and shall, for these purposes, the necessary measures to prevent alteration, loss, or unauthorized access, taking into account the current state of technology under the provisions of the legislation on protection of personal data that is applicable in Spain at any given time. The user accepts that personal data provided at the time of applying for the benefit of any of our services to be included in an automated file whose ownership corresponds to Kontainers, in order to provide the requested service, and let you know any information could be of interest for other opportunities, products or news. Furthermore, the user consents to Kontainers transfer its data to other companies in its group, based in Spain or abroad, for the sole purpose of being able to execute the agreed service, accepting that you can be informed of other services, offers and products that may be of interest. The user, in any case, the veracity of the data and is responsible for notifying Kontainers any changes in them, Kontainers reserves the right to exclude from the registered services to any advertiser who provides false data, without prejudice other actions stipulated by law. Finally the user is informed that in order to exercise their



rights of access, modification, cancellation and opposition may lead Kontainers a written request to the address listed above.

6.4 GDPR policy

We are committed to protecting the privacy of everyone we deal with in line with the new European Data Protection regulations (Regulation (EU) 2016/679). This Policy notice tells you how we collect, use and store the personal Information we collect and what are your rights.

How we collect Information

We only collect the personal information you add to <https://maxtonshipping.kclient.io/>. There are three ways to add and edit personal information,

1. The data you enter via the Registration Form
2. The information you add via the Settings feature
3. The information you may add on the Contacts list

What information they collect

As a shipper we process on the information needed to direct your freight or your paperwork to the correct address.

In order to do so we will collect name, address, email and phone details of shipper and consignee and Biller.

How we store this information

Kontainers use Amazon Web Services to store your data. Cloud security at AWS is the highest priority. As an AWS customer, we benefit from a data center and network architecture built to meet the requirements of the most security-sensitive organizations.



How we use this information

Kontainers use your information in the following ways:

1. To provide, maintain and improve the Offerings and our other products and services, including to operate certain features and functionality of the Offerings (for example, by remembering your information so that you will not have to re-enter it during this or subsequent visits);
2. To process your inquiries and otherwise deliver customer service;
3. To process your payments, we share and use Payment Information;
4. To control unauthorized use or abuse of the Offerings and our other products and services, or otherwise detect, investigate or prevent activities that may violate our policies or be illegal;
5. To analyze trends, administer or optimize the Offerings, monitor usage or traffic patterns (including to track users' movements around the Offerings) and gather demographic information about our user base as a whole;
6. To communicate directly with you, including by sending you newsletters, promotions and special offers or information about new products and services. Your opt-out options for promotional communications are described in Section 6 (Your Controls and Choices);

Sharing your information with Third Parties

1. We do not sell, trade, share or transfer your personal information to third parties except in the following limited circumstances;
2. We may share your personal information with our parent companies, subsidiaries and affiliates;
3. We may share your personal information with third-party service providers to permit such parties to provide services that help us with our business activities, which may include assisting us with marketing, advertising our product/service offerings, or providing, maintaining and improving the features and functionality of the Offerings, among other things. For example, we may provide personal information to our service providers for direct emailing of our newsletters or notifications of our product/service offerings;



4. We may share your personal information when we have a good faith belief that access, use, preservation or disclosure of such information is reasonably necessary to (a) satisfy any applicable law, regulation, legal process or enforceable governmental request, (b) enforce a Customer Agreement, including investigation of potential violations thereof, or (c) protect against imminent harm to our rights, property or safety, or that of our users or the public as required or permitted by law;
5. We may share your personal information with third parties (including our service providers and government entities) to detect, prevent, or otherwise address fraud or security or technical issues;
6. We may share your personal information with a third party if we have your consent to do so.
7. We may also share aggregated or anonymized information with third parties for other purposes. Such information does not identify you individually, but may include usage, viewing and technical information such as the types of Offerings our customers and users generally use, the configuration of their computers, and performance metrics related to the use of Offerings which we collected through our technology. If we are required under applicable law to treat such information as personal information, then we will only disclose it as described above. Otherwise we may disclose such information for any reason.

Payment Information

1. When you make a purchase on the Offerings, any credit card information you provide as part of your Payment Information is collected and processed directly by our payment processor through www.meliopayments.com Checkout service. We never receive or store your full credit card information.
2. Use any debit or credit card with a % 2.9 fee: <https://melio.me/maxtonshippinginc>
3. www.meliopayments.com commits to complying with the Payment Card Industry Data Security Standard and using industry standard security <https://www.meliopayments.com/legal/terms-of-service>



Other Access to or Disclosure of Your Information

The Offerings may also contain links to third party websites. This Privacy Policy applies solely to information collected by us. Even if the third party is affiliated with us through a business partnership or otherwise, we are not responsible for the privacy practices of such third party.

Your Controls and Choices

Kontainers will support the following rights as laid out by GDPR legislation:

1. Rights in relation to automated decision making and profiling
2. The right of access
3. The right to be informed
4. The right to data portability
5. The right to erasure
6. The right to object
7. The right to rectification Process
8. The right to restrict processing

Accessing and Updating Your Personal Information

When you use the Offerings, we make good faith efforts to provide you with access to your personal information upon your request and either provide you the means to correct this information if it is inaccurate or to delete such information at your request if it is not otherwise required to be retained by law or for legitimate business purposes.

You may access, review, correct, update, change or delete your information at any time. To do so, please contact us at kontainers@maxtonshipping.com your name and the information requested to be accessed, corrected or removed, or if you are using the Service, sign in to your account, go to your profile, and make the desired changes.

7. Information on technical aspects

Maxton Shipping and its partners are not be liable for any damages that may arise from interferences, omissions, interruptions, computer viruses, telephone breakdowns or disconnections in the operational functioning of this electronic system caused by reasons beyond Maxton Shipping and its partners; delays or blockages in the use of this electronic system caused by deficiencies or overloading of its Data Processing Centre, telephone lines, the Internet system or other electronic systems; nor for any damage that may be caused by third parties through illegal interference beyond the control of Maxton Shipping and its partners.

Also Maxton Shipping and its partners are not be liable for any damage or harm caused to the user as a result of errors, defects or omissions in the information provided by Maxton Shipping provided from outside sources. Maxton Shipping and its partners not be responsible for the inappropriate use of the service as a result of maintenance, faulty configuration of the user's computer or insufficient capacity to support the computer systems necessary for the use of services offered.

8. Intellectual property

Certain content that the user can access through the Web Site are subject to intellectual property rights and intellectual property of Maxton Shipping and its partners or other owners of such rights. Access to this content or features through the Website does not give you the right to alter, amend, or exploitation reproduction, distribution, public communication or any other rights belonging to the holder of the right affected. The user undertakes to use the content and / or items to which you navigate from the Website for your own use and needs, and not engage in any commercial, direct or indirect exploitation thereof.

Violation of any of these rights may constitute a violation of these provisions, as well as an offense punishable in accordance with the provisions of Articles 270 and following of the Penal Code.

The claims filed by the users in relation to possible breaches of the rights of intellectual property on any of the Content of this Web Site should be addressed to the following email address:

kontainers@maxtonshipping.com

9. Withdrawal and suspension of services

Maxton Shipping will be withdrawn or suspended at any time without prior notice, the provision of services to users who breach the provisions of these terms of use.



10. Duration and Termination

Providing services and information included in the Website are, in principle, indefinitely. Maxton Shipping may terminate or suspend the service and / or any element of the Website at any time so that the validity of these conditions is limited to the time of exposure. When it is reasonably possible, warn users in advance of the termination or suspension of the provision of various services.

11. Governing Law

All questions arising between Kontainers and the user relating to the interpretation, enforcement and validity of the General Conditions shall be governed by their own terms and, as provided in them is not in accordance with law of California, USA, expressly subjecting the parties to the jurisdiction of the Courts of California, USA. If any provision of these Terms of Use is declared unlawful, void or unenforceable by a court decision, the remaining provisions shall remain in full force and effect.