



## **SEKO Logistics Website Privacy Notice & Terms of Use**

**By Visiting SEKO's Website:** Thank you for visiting the SEKO Logistics ("SEKO") internet website (this "Site"). By visiting SEKO's website, you consent to the collection and use of your data and information as described herein. If you do not agree with the terms set out herein, please do not visit the website. If required by applicable law, we will seek your explicit consent to process Personal Data collected on this website or volunteered by you. SEKO may collect, record and analyze information of your visit to our website. If you have any questions or concerns about our use of your personal information, then please contact us using the contact details provided at the bottom of this Privacy Notice.

### **General Conditions:**

SEKO grants you a limited, revocable, non-transferable and non-exclusive license to access and use this Site. You may not reproduce, duplicate, sell, or redistribute any portion of this Site except with the prior written consent of SEKO. You also may not disturb the normal operation of this Site, nor infringe the integrity of this Site by hacking, preventing or limiting access to this Site for other users or alter the materials found on this Site.

This Site may contain information and press releases about SEKO, and although this information was believed to be accurate as of the date prepared, SEKO does not undertake any obligation to update such information after it is posted or to remove such information from this Site if it is not, or is no longer, accurate or complete.

Although SEKO takes reasonable steps to prevent the introduction of viruses, worms, "trojan horses" or other destructive materials into this Site and its databases, no data transmission over the Internet can be guaranteed to be secure or free from destructive features. SEKO recommends that you take appropriate safeguards such as installing and operating an anti-virus software program prior to downloading any materials from this Site.

### **Compliance With Laws:**

SEKO conducts its business ethically and in compliance with all laws in the countries where SEKO does business. Access to and use of this Site is subject to all applicable international and U.S. laws, including U.S. federal, state and local laws and regulations, all anti-corruption laws such as the U.S. Foreign Corrupt Practices Act of 1977, as amended, and the UK Bribery Act, as amended and the EU General Data Protection Regulation 2016/679 (collectively, the "Laws"). You agree not to use this Site or any SEKO site or software in any manner that violates any Law or is in violation of SEKO's Anti-Corruption and Foreign Corrupt Practices Act Policy which can be found at: [www.sekologistics.com](http://www.sekologistics.com).

Exports to companies, organizations, or persons listed on the U.S. Specially Designated Nationals List, the U.S. Debarred List, the U.S. Entity List, and other governmental lists are prohibited, including those on other lists of denied parties. You may not use this Site or any SEKO site or software to transport cargo in any manner that violates any embargoes of countries



or persons, including Burma, Cuba, Iran, Libya, North Korea, Sudan and Syria. For additional information regarding these laws and the enforcement agencies for these laws, see the following websites.

U.S. Customs and Border Protection: [www.cbp.gov/xp/cgov/](http://www.cbp.gov/xp/cgov/)  
Office of Foreign Assets Control: [www.treasury.gov/about/organizational-structure/offices/Pages/Office-of-Foreign-Assets-Control](http://www.treasury.gov/about/organizational-structure/offices/Pages/Office-of-Foreign-Assets-Control)  
Bureau of Industry and Security: [www.bis.doc.gov](http://www.bis.doc.gov)  
Directorate of Defense Trade Controls: [www.pmddtc.state.gov](http://www.pmddtc.state.gov)  
United States Department of Defense: [www.defense.gov](http://www.defense.gov)  
United States Department of Justice: [www.justice.gov](http://www.justice.gov)  
Federal Bureau of Investigation: [www.fbi.gov](http://www.fbi.gov)  
Bureau of Alcohol, Tobacco, Firearms, and Explosives: [www.atf.gov](http://www.atf.gov)  
United States Department of Energy: [energy.gov/ne/office-nuclear-energy](http://energy.gov/ne/office-nuclear-energy)

You assume all responsibility for compliance with all laws and regulations of the United States and any other country from which you may access this Site regarding access, use, export, re-export and import of any information or materials appearing on or available through this Site. You agree that you will not export or import any information or materials in violation of any applicable export or import laws.

### **Registration:**

You may choose to register on this Site to access its interactive features and services. By registering on this Site, you agree to provide accurate and current information about yourself as prompted by this Site and to maintain and promptly update your online profile information to keep it accurate and current.

Some of this Site's features and services are being made available to customers based in some countries and not others. You agree to register only for SEKO services offered on this Site for the country in which your account is based.

### **Disclaimer and Limit of Liability:**

While SEKO endeavors to ensure that the information disseminated through this Site is accurate, complete, reliable, and up to date, no express or implied warranties are made. This Site and information contained on this Site is provided "as is" without any express or implied warranty. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, SEKO disclaims all warranties with regard to information contained on this Site, including all implied warranties of merchantability and fitness for a particular purpose, any warranties that access to this Site will be uninterrupted, error-free and any warranties that this Site will be free of viruses or other harmful materials. To the fullest extent permitted under applicable law, SEKO shall not be liable to you for any LOST PROFITS, DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION OR ANY OTHER special, indirect or consequential damages arising from the use or the inability to use this Site or its content, whether based in contract, tort or any other legal theory, regardless of whether SEKO has been negligent or has been advised of the possibility of such damages.

### **Proprietary Information:**

The Site is the property of SEKO and is protected by all national and international copyright and intellectual property right laws. All content and material on this Site, including, but not limited to text, graphics, audio and video clips, graphics, logos and images (collectively, the “Content”) is the proprietary information of SEKO or the party that provided the Content to SEKO, and SEKO or the party that provided the Content to SEKO retains all right, title, and interest in the Content. Accordingly, the Content may not be copied, distributed, republished, uploaded, posted, or transmitted in any way without the prior written consent of SEKO, except that you may print out a copy of the Content solely to support your business interactions with SEKO. In doing so, you may not remove or alter, or cause to be removed or altered, any copyright, trademark, trade name, service mark, or any other proprietary notice or legend appearing on any of the Content. Unless otherwise expressly stated, nothing within this Site should be construed as SEKO conferring any license or right under the laws of copyright or intellectual property. SEKO trademarks may not be used by anyone without the prior written consent of SEKO.

All communications or material that you transmit to SEKO through this Site is non-proprietary. By the transmission of such material to SEKO through this Site, you agree, subject to the terms of any agreement between SEKO and you, that SEKO may use such materials for any purpose, including reproduction, transmission, and publication.

### **Hyperlinks:**

You are granted a limited, revocable, non-transferable and non-exclusive right to create a hyperlink to this website so long as the link does not portray SEKO, its affiliates or SEKO’s products or services in a false, misleading, derogatory or otherwise objectionable manner. You may not make the shipping or tracking information on this Site available on any other website or otherwise reproduce, distribute, copy, store, use or sell the shipping or tracking information for commercial gain without the prior written consent of SEKO. You may not use any metatags or any other hidden text utilizing SEKO’s name or trademarks without the prior written consent of SEKO.

### **What Information We May Collect From You:**

You may voluntarily provide personal information when registering to access many of this Site’s most useful features or in connection with applications submitted to SEKO, including your mailing address, telephone, e-mail address, and other personally identifiable and non-public information (collectively, the “Data”).

As you interact with this Site, it also collects information about how you interact with this Site. This Site collects such information to measure the use of this Site, improve the quality of the services and content provided by SEKO, and to provide valuable resources to help SEKO route, track, and organize your shipments. The type of information this Site collects includes your IP address, which type of Internet browser you are using, where you go on this Site, how long you stay on any part of this Site, and which communication messages you receive from this Site. In some countries, including countries in the European Economic Area, this information may be considered personal information under applicable data protection laws.

## **How Does SEKO Keep My Personal Information Secure?**

We use appropriate technical and organizational measures to protect the personal information that we collect and process about you. The measures we use are designed to provide a level of security appropriate to the risk of processing your personal information. Specific measures we use include URL PROTECTION, ATTACHMENT PROTECTION, INTRUSION PREVENTION PROGRAM, SECURE MESSAGING OPTIONS FOR SENSITIVE EMAIL and UNIFIED SECURITY MANAGEMENT which help aid in our efforts to secure your information. If you have further questions on our Cyber Security procedures, please contact us using the contact details provided under the “How to Contact Us” heading below.

## **Use of Cookies:**

This Site may use cookies to collect and use personal information about you as well as to optimize our website functionality. For further information about the types of Cookies we use, why, and how you can control Cookies, please see our Cookie Statement which can be found at [www.sekologistics.com](http://www.sekologistics.com)

## **Legal Basis For Processing Personal Information:**

If you are a visitor from the European Economic Area, our legal basis for collecting and using the personal information described above will depend on the personal information concerned and the specific context in which we collect it.

However, we will normally collect personal information from you only (i) where we need the personal information to perform a contract with you, (ii) where the processing is in our legitimate interests and not overridden by your rights, or (iii) where we have your consent to do so. In some cases, we may also have a legal obligation to collect personal information from you or may otherwise need the personal information to protect your vital interests or those of another person.

If we ask you to provide personal information to comply with a legal requirement or to perform a contact with you, we will make this clear at the relevant time and advise you whether the provision of your personal information is mandatory or not (as well as of the possible consequences if you do not provide your personal information).

If we collect and use your personal information in reliance on our legitimate interests (or those of any third party), this interest will normally be to operate our platform and communicating with you as necessary to provide our services to you and for our legitimate commercial interest, for instance, when responding to your queries, handling a shipment either to or from you or another party, improving our platform, undertaking marketing, or for the purposes of detecting or preventing illegal activities. We may have other legitimate interests and if appropriate we will make clear to you at the relevant time what those legitimate interests are.

If you have questions about or need further information concerning the legal basis on which we collect and use your personal information, please contact us using the contact details provided under the “How to Contact Us” heading below.

## **International Data Transfers:**



Your personal information may be transferred to, and processed in, countries other than the country in which you are resident. These countries may have data protection laws that are different to the laws of your country and, in some cases, may not be as protective. Specifically, our Website servers are located in the United States and our group companies and third party service providers and partners operate in countries around the world. This means that when we collect your personal information we may process it in any of these countries.

However, we have taken appropriate safeguards to require that your personal information will remain protected in accordance with this Website Privacy Notice & Terms of Use. SEKO will ensure and take measurable steps to protect your data by introducing suitable legal mechanism, e.g. SEKO Logistics Data Processing Agreement which contains contractual protections for the transfer of personal information among various jurisdictions (including, e.g., the European Commission's Standard Contractual Clauses), where required and based on the processing of the information.

### **Data Retention:**

We retain personal information we collect from you where we have an ongoing legitimate business need to do so (for example, to provide you with a service you have requested or to comply with applicable legal, tax or accounting requirements). When we have no ongoing legitimate business need to process your personal information, we will either delete or anonymize it or, if this is not possible (for example, because your personal information has been stored in backup archives), then we will securely store your personal information and isolate it from any further processing until deletion is possible.

### **How Your Data May Be Used:**

Some Data supplied by you enables this Site to assist you to create, view, and track your shipments. The Site also uses the information to deliver the best user experience, customize this Site to your preferences, and communicate relevant messages to you. Data submitted relating to applications you submit is used in SEKO's vetting process to explore possible partnerships and relationships.

SEKO may share Data to help route, track, and organize your shipments as well as to evaluate any applications you submit. SEKO may contact you from time to time. SEKO may also share information with third parties in situations where we believe, in good faith, that the law requires us to do so.

### **Your Privacy:**

Your privacy and the privacy of the information provided, is important. SEKO has taken steps to make all information received from visitors to this Site secure against unauthorized access and use. However, while SEKO strives to protect your information, SEKO cannot ensure or warrant the security of any information you transmit to SEKO.

If you have a Login ID and password for any portion of this Site, you are responsible for the security of such information. You agree to: (a) immediately notify SEKO of any unauthorized use of your Login ID and password; and (b) ensure that you exit from this Site at the end of each



visit. SEKO is entitled to monitor your password and, at its discretion, require you to change it periodically. If you use a password that SEKO considers insecure, SEKO is entitled to require the password be changed and/or terminate your account.

SEKO reserves the right to fully cooperate with any law enforcement authorities or court order requesting or directing SEKO to disclose the identity of anyone posting any e-mail messages, or publishing or otherwise making available any materials that are believed to violate the Terms and Conditions.

### **Links to Other Websites:**

From time to time, SEKO may provide a hyperlink to a third party's website. SEKO is not responsible for, has no control over, and excludes any obligation as to the content or privacy policies of all third party linked websites. SEKO does not endorse any organization, agency, company, product or service represented by any link to a third party's website. Accessing and viewing third party websites is conducted at your own risk.

### **Limited Access:**

From time to time, this Site may be inaccessible or inoperable for any reason, including equipment malfunctions, Site updates, maintenance and repairs and causes beyond SEKO's control or those that are not reasonably foreseeable. In addition, SEKO may block, terminate or suspend your access to this Site at any time for any reason in its sole discretion, even if access continues to be allowed to others.

### **Indemnification:**

You agree to defend, indemnify, and hold harmless SEKO, its affiliates, agents, representatives, contractors, and all of their respective directors, officers, employees, partners, members, shareholders, principals, agents, and their predecessors, successors, and assigns from and against any and all actions, claims, proceedings, damages, settlements, judgments, liabilities, obligations, costs, and expenses (including without limitation attorneys' fees and litigation expenses) relating to or arising from this Site, your use of this Site, your fraud, violation of law, or willful misconduct, and any breach by you of the Website Privacy Notice & Terms of Use conditions.

### **Jurisdiction & Disputes:**

SEKO owns and operates this website from Itasca, Illinois. The Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Illinois without regard to its conflict of laws provisions. You irrevocably consent to the exclusive jurisdiction of the federal or state courts residing in Cook County, Illinois for any action arising from or relating to the Terms and Conditions or your use of this Site. Any cause of action or claim you may have with respect to this Site must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred.

### **General:**

If any part of the Terms and Conditions is unlawful, void or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions. This Website Privacy Notice & Terms of Use constitutes the entire agreement among the parties relating to the use of this Site. SEKO reserves the right to revise the Website Privacy Notice & Terms of Use from time to time with or without notice.

### **Your Data Protection Rights:**

If you are a resident of the European Economic Area, you have the following data protection rights:

If you wish to access, correct, update or request deletion of your personal information, you can do so at any time by contacting us using the contact details provided under the “How to contact us” heading below.

In addition, you can object to processing of your personal information, ask us to restrict processing of your personal information or request portability of your personal information. Again, you can exercise these rights by contacting us using the contact details provided under the “How to contact us” heading below.

You have the right to opt-out of marketing communications we send you at any time. You can exercise this right by clicking on the “unsubscribe” or “opt-out” link in the marketing e-mails we send you. To opt-out of other forms of marketing (such as postal marketing or telemarketing), then please contact us using the contact details provided under the “How to contact us” heading below

Similarly, if we have collected and processed your personal information with your consent, then you can withdraw your consent at any time. Withdrawing your consent will not affect the lawfulness of any processing we conducted prior to your withdrawal, nor will it affect processing of your personal information conducted in reliance on lawful processing grounds other than consent.

You have the right to complain to a data protection authority about our collection and use of your personal information. For more information, please contact your local data protection authority.

We respond to all requests we receive from individuals wishing to exercise their data protection rights in accordance with applicable data protection laws.

### **How To Contact Us:**

If you have a question, comment or concern about SEKO or the Website Privacy Notice & Terms of Use, please contact us at [sales@sekologistics.com](mailto:sales@sekologistics.com) or the addresses on the “Contact Us” page of this Site.

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