

Appendix 3 Acceptable Use Policy (AUP)

1. Introduction and purpose

This Acceptable Use Policy (hereinafter: "**AUP**") is an integral part of the Agreement for use of the Platform and describes the rules for the acceptable use of the Platform and the associated Services.

The purpose of the AUP is:

- i. ensure a safe, reliable and fair operating environment for all Customers;
- ii. protect the integrity, availability and security of the Platform;
- iii. protect ICEWORX against liability for misuse by or through the Client;
- iv. ensure compliance with applicable laws and regulations.

By using the Platform, the Client declares to have read and agreed to all the provisions of this AUP.

2. Scope of application

This AUP applies to:

- a) all Customers who have an active Agreement with ICEWORX;
- b) all employees, agents and sub-users of the Client who access the Platform on behalf of or through the Client;
- c) all functionalities, modules and additional services offered through the Platform.

The Customer is fully responsible for the compliance with this AUP by all persons who use the Platform through its Account.

3. Permitted Use

The Platform may only be used for the purposes for which it is intended:

- a) booking, managing, tracking and cancelling Shipments through the functionalities of the Platform;
- b) creating shipping labels, customs documents and related documentation;
- c) managing Account and billing data within the customer area;
- d) the use of additional services (dry ice shipping, insurance, reporting) to the extent included in the chosen Package;
- e) consulting the Help Center and available documentation;
- f) Submitting support requests, claims, and appeals through the appropriate channels.

4. Prohibited Activities

The Client and all users of its Account are expressly prohibited from using the Platform for the activities described below. Violation may result in immediate suspension or termination of the Agreement, as well as civil liability and criminal prosecution.

1. Illegal and fraudulent activities
 - a) Use the Platform in a manner that violates any applicable law or regulation, whether national or international;
 - b) Conduct or facilitate fraudulent, misleading or intentionally false transactions;
 - c) Entering false, inaccurate or incomplete data for the purpose of Shipments or registration;
 - d) Carrying out shipments without required export, import or transport permits;
 - e) Shipping goods in violation of international sanctions, embargoes, or export control regulations.
2. Security and System Integrity
 - a) Attempt to gain unauthorized access to the Platform, related systems, networks or data of other users or ICEWORX;
 - b) Upload, distribute or activate malicious code, viruses, Trojan horses, ransomware, spyware or other malicious software;
 - c) Disrupt the operation, performance, or availability of the Platform, including through DDoS attacks, overloading, or other attacks on the infrastructure;
 - d) Circumvent or attempt to circumvent any security measures, access controls, or encryption;
 - e) Exploit vulnerabilities in the Platform for your own use or for the benefit of third parties. Vulnerabilities must be reported through the Bug Bounty Program (security@iceworx.nl or HackerOne).
3. Improper use of data
 - a) Process personal data of data subjects via the Platform in violation of the GDPR or other applicable privacy legislation;
 - b) Store, export or use data from the Platform for purposes outside the agreed service;

- c) Use scraping, data mining, crawling, or other automated methods to extract data without prior written consent from ICEWORX;
 - d) View, copy or use data, login details or access rights of other Customers or ICEWORX employees.
4. Competition and benchmarking
- a) Use the Platform to develop, test or benchmark competing products or services;
 - b) Publish or otherwise disclose the results of benchmarking activities without the prior written consent of ICEWORX;
 - c) Transfer, rent, or sublicense login credentials or license rights to unauthorized third parties.
5. Unacceptable content and communication
- a) Upload, store or transmit any Content that infringes on any intellectual property rights, privacy or other rights of any third party;
 - b) Use the ICEWORX name, logo, trade name or other brand features without prior written permission;
 - c) Send unwanted, unauthorized, or misleading commercial communications (spam) through or in connection with the Platform;
 - d) Impose an unreasonable or excessive load on the Platform Infrastructure that negatively affects the operation of other users.
6. Prohibited Shipments
- a) Shipping dangerous goods or hazardous materials without explicit written authorization from ICEWORX and acceptance by the relevant Carrier;
 - b) Shipping goods whose carriage is in violation of the applicable IATA DGR, IMDG Code, ADR or other applicable regulations;
 - c) Perform shipments in violation of the guidelines and restrictions of the selected Carrier, including weight and size restrictions;
 - d) Sending cash, valuables, illegal goods or prohibited substances through the Platform.

5. Additional provisions for dry ice shipments

The Customer using dry ice shipping functionality is additionally obligated:

- a) Treat dry ice (UN 1845, hazardous good class 9) in accordance with all applicable laws and regulations, including IATA DGR and ADR;
- b) Provide the correct amount of dry ice at the time of booking, based on the guidelines in the Help Center.
- c) Pack and label shipments containing dry ice in accordance with the specific instructions of ICEWORX and the Carrier;
- d) Affix the relevant IATA labelling for dry ice (class 9 hazard diamond and UN number) to the outer packaging.

ICEWORX is not liable for damages, delays or refused shipments as a result of non-compliance with these obligations.

6. Responsibility Customer

1. The Client is fully responsible for all use of the Platform through its Account, whether such use is made with or without its knowledge or consent.
2. Customer shall take appropriate technical and organizational measures to prevent unauthorized use of its Account by third parties, including the use of strong passwords, MFA and periodic access review.
3. The Client shall inform all employees and sub-users who have access to the Platform of the content and requirements of this AUP.

7. Reporting obligation

The Client is obliged to inform ICEWORX without delay of:

- a) unauthorized access to or misuse of the Account or the Platform;
- b) loss, theft, or compromise of credentials;
- c) security incidents or (suspected) Data breaches that concern the Platform or the data processed therein;
- d) situations where third parties have gained access to the Account by mistake or otherwise.

Reports can be made via support@iceworx.nl or via the report form in the Platform.

8. Monitoring and enforcement

1. ICEWORX reserves the right to monitor the use of the Platform for compliance with this AUP, the General Terms and Conditions and the applicable laws and regulations.
2. In the event of a (suspected) violation of this AUP, ICEWORX is entitled, in its sole discretion and without prior notice:
 - a) temporarily suspend the Client's access to the Platform;
 - b) block specific features or Accounts;
 - c) terminate the Agreement with immediate effect;
 - d) to recover the damage from the Client in accordance with the General Terms and Conditions (**Appendix 1**);
 - e) report to the competent authorities or inform competent authorities, where required or permitted by law.
3. ICEWORX will notify the Client prior to suspension where practical. In the event of serious violations – including security incidents, fraud or violation of criminal provisions – ICEWORX may take immediate action without prior notice.

9. Changes

ICEWORX reserves the right to change this AUP at any time. Changes will be announced at least thirty (30) days in advance via the Platform and/or email. Continued use of the Platform after the effective date of an amended AUP shall constitute acceptance of the changes. If a change has a material adverse effect on the Customer, the termination provisions of the General Terms and Conditions (**Appendix 1**) apply.

10. Governing Law and Contact

Dutch law applies to this AUP. Disputes are submitted to the competent court in Rotterdam.