

POLICY & TERMS

Website Terms of Use

Acceptance of the Terms of Use

These terms of use are entered into by and between You and Global Coalition for Efficient Logistics (“GCEL”, “Organization” or “We”). The following terms and conditions (“Terms of Use”), govern your access to, and use of, this site, including any content, functionality and services offered on or through this site (the “Website”).

By using the Website, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy found below. If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Website.

Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when posted. Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page so you are aware of any changes, as they are binding on you.

Accessing the Website and Account Security

We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

To access the Website, or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current and complete. You agree that all information you provide to register with this Website is governed by our *Privacy Policy*, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

Intellectual Property Rights

The Website and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof) are owned by the Organization, its licensors or other providers of such material and are protected by copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Website for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Website, except as follows:

- You may store files or files incidental to your accessing and viewing those materials.
- You may print or download one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication or distribution.
- If we provide desktop, mobile or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use.
- If we provide *social media features* with certain content, you may take such actions as are enabled by such features.

You must not:

- Modify copies of any materials from this site.
- Use any illustrations, photographs, video or audio sequences or any graphics separately from the text.
- Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from this site.
- Access or use for any commercial purposes any part of the Website or any services or materials available through the Website.

If you wish to make any use of material on the Website other than that set out in this section, please address your request to: info@gcel.net

If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Website in breach of the Terms of Use, your right to use the Website will cease immediately and you must destroy any copies of the materials you have made. No right, title or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by the Organization. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws.

Trademarks

The Organization name, the Organization logo, and all related names, logos, product and service names, designs and slogans are trademarks of the Organization or its affiliates or licensors. You must not use such marks without the prior written permission of the Organization. All other names, logos, product and service names, designs and slogans on this Website are the trademarks of their respective owners.

Prohibited Uses

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

- In any way that violates any applicable law or regulation.
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To transmit, or procure the sending of, any advertising or promotional material, including any “junk mail”, “chain letter” or “spam” or any other similar solicitation.

- To impersonate or attempt to impersonate the Organization, an employee, another user or any other person or entity.
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm the Organization or users of the Website or expose them to liability.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
- Use any robot, spider or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent.
- Use, or attempt to use, any device, software or routine that interferes with the proper working of the Website.

Reliance on Information Posted

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

Changes to the Website

We may update the content on this Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

Linking to the Website and Social Media Features

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part without our express written consent.

Links from the Website

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

Disclaimer of Warranties

Your use of the website, its content and any services or items obtained through the website is at your own risk. The website, its content and any services or items obtained through the website are provided on an “as is” and “as available” basis, without any warranties of any kind, either express or implied. Neither the organization nor any person associated with the organization makes any warranty or representation with respect to the completeness, security, reliability, quality, accuracy, availability or non-infringement of intellectual property or other violation of rights. Without limiting the foregoing, neither the organization nor anyone associated with the organization represents or warrants that the website, its content or any services or items obtained through the website will be accurate, reliable, error-free or uninterrupted; that defects will be corrected, that our site or the server that makes it available are free of viruses or other harmful components or that the website or any services or items obtained through the website will otherwise meet your needs or expectations.

The organization hereby disclaims all warranties of any kind, whether express or implied, statutory or otherwise, including but not limited to any warranties of merchantability, non-infringement and fitness for particular purpose.

The foregoing does not affect any warranties, which cannot be excluded or limited under applicable law.

Limitation on Liability

In no event will the organization, its affiliates or their licensors, service providers, employees, agents, officers or directors be liable for damages of any kind, under any legal theory, arising out of, or in connection with, your use, or inability to use, the website, any websites linked to it, any content on the website or such other websites or any services or items obtained through the website or such other websites, including any direct, indirect, special, incidental, consequential or punitive damages, including but not limited to, personal injury, pain and suffering, emotional distress, loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill, loss of data, and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

The foregoing does not affect any liability which cannot be excluded or limited under applicable law.

Indemnification

You agree to defend, indemnify and hold harmless the Organization, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns, from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys’ fees) arising out of or relating to your violation of these Terms of Use or your access or use of the Website.

Governing Law and Jurisdiction

All matters relating to the Website and these Terms of Use and any dispute or claim arising therefrom or related thereto shall be governed by the laws of Ireland.

Any controversy or claim arising out of or relating to these Terms of Use shall be settled through arbitration in accordance with the Rules of International Court of Arbitration of the International Chamber of Commerce. The arbitral tribunal shall consist of a panel of three (3) arbitrators with one (1) arbitrator appointed by each party and the third arbitrator acting as the Chairman to be jointly appointed by the two (2) arbitrators. In case the 2 arbitrators fail to select a Chairman, the latter shall be appointed in accordance with the said Rules. The place of arbitration shall be Ireland unless otherwise agreed by the Parties. The language of arbitration shall be English. The arbitrators shall be bound by the terms of this Agreement.

Waiver and Severability

No waiver of by the Organization of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Organization to assert a right or provision under these Terms of Use, shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Entire Agreement

The Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and GCEL with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website.

Privacy Policy

Introduction

Global Coalition for Efficient Logistics (“GCEL”, “Organization” or “We”) respects your privacy and is committed to protecting it through our compliance with this policy. This policy describes the types of information we may collect from you or that you may provide when you visit the website (our “Website”) and our practices for collecting, using, maintaining, protecting and disclosing that information.

Please read this policy carefully to understand our policies and practices regarding your information and how we will treat it. If you do not agree with our policies and practices, your choice is not to use our Website. By accessing or using this Website, you agree to this Privacy Policy and consent to the policies and practices described for the collection, use or disclosure of personal information.

This Policy does not apply to the practices of companies that GCEL does not own or control, or to people that GCEL does not employ or manage.

Information We Collect About You and How We Collect It

GCEL is committed to ensuring that your privacy is protected. We may collect information from and about users of our Website, including information by which you may be personally identified, such as name, postal address, e-mail address or telephone number (“personal information”). We may collect records and copies of your correspondence if you contact us. Should we ask you to provide certain information by which you can be identified when using this website, then you can be assured that it will only be used in accordance with this privacy statement.

Information We Collect Through Automatic Data Collection Technologies

As you navigate through and interact with our Website, we may use automatic data collection technologies to collect certain information about your equipment, browsing actions and patterns that is not associated with a specific personal identity (“non-personal information”). Non-personal information includes data about usage and service operation. GCEL may collect and analyze visitors’ domains to evaluate how visitors use the GCEL website or otherwise analyze this data for trends and statistical purposes. Non-personal data we collect may include the pages visited on the GCEL website, unique URL’s visited within GCEL web pages, browser type and IP Address, but the individual visitor’s personal information remains anonymous.

How We Use Your Information

We collect information to provide you with updates related to GCEL activities, initiatives and to better understand your needs and provide you with a better service; and in particular for the following reasons:

- We may use this information to send you updates related to GCEL activities, news, events, programs, strategies and information or other material associated with GCEL objectives and strategies.
- From time to time, we may also use your information to contact you for market research purposes.
- We may use this information for internal record keeping.
- We may use this information to allow us to provide you with our services.
- We may use the information to improve our services and send periodic emails.
- We may use this information to offer consistent personalized support, services and benefits.
- We may use this information to develop internal marketing programs and initiatives.
- Communicate information that GCEL believes will be important to the smooth operation of the services provided.

Keeping Your Information Secure

We are committed to ensuring that the information you provide is protected and secure. GCEL is committed to preventing unauthorized access or disclosure, to maintain data

accuracy, and to ensure the appropriate use of the information provided. In order to do so, GCEL put in place all the suitable physical, electronic and managerial procedures to safeguard and secure the information collected online.

GCEL is a global organization, with legal entities, business processes, management structures, and technical systems that cross borders. Our privacy practices are designed to provide protection for your personal information all over the world. We may share your personal information within GCEL and transfer it to countries in the world where we do business. Yet we will still handle information in the manner we describe in this privacy policy.

GCEL will use all reasonable means to ensure that the information you provide to us is not used by third parties for purposes other than those described in this Privacy Policy. GCEL is not responsible for any improper use of your personal information that is beyond our reasonable control.

Non-personal data is aggregated for reporting about GCEL website usability, performance and effectiveness. It is used to improve the customer experience, usability and site content.

Disclosure of Your Information

We will not sell, trade, distribute, lease, exchange, or transfer your personal information to third parties unless we have your permission or are required by law to do so. This does not include trusted third parties who assist us in operating our website, conducting business, or servicing you, so long as those parties agree to keep this information confidential.

GCEL will not share your information with any other third parties without your permission, unless it is absolutely necessary to: (i) respond to duly authorized information requests of governmental authorities; (ii) comply with any law and regulation; (iii) help prevent fraud or to enforce or protect the rights and properties of GCEL or its subsidiaries; or (iv) to protect the personal safety of GCEL employees and trusted third parties assisting GCEL.

GCEL solicits with third-party service providers and suppliers to deliver complete products, services, solutions and benefits. Suppliers and service providers are required to keep confidential the information received on behalf of GCEL consistent with this Privacy Policy and may not use it for any purpose other than to carry out the services they are performing for GCEL.

Changes to Our Privacy Policy

This policy may change from time to time, and your continued use of this Website after we make changes is deemed to be acceptance of those changes. We will post the revised policy on the web site. Please check this page periodically for changes.

Contact Us

If you have any questions or comments regarding this Privacy Policy or our privacy practices, please contact us at info@gcel.net

If you believe that any information we are retain from you is incorrect or incomplete, please write to or email us as soon as possible. We will promptly address your concerns.