

Paperless Tracked FIATA BLs Terms and Conditions

User Terms and Conditions applicable to the purchase, generation, and issuance of Paperless Tracked FIATA BLs

These Paperless Tracked FIATA Bills of Lading User Terms and Conditions (“**Agreement**”) is made between the International Federation of Freight Forwarders Associations, whose principal address is Rue Kléberg 6, Geneva 1201, Switzerland (“**FIATA**”), and the entity that will purchase and generate the FIATA Paperless Tracked Bills of Lading for issuance (“**User**”).

This Agreement shall become effective upon the User purchasing the FIATA Paperless Tracked Bills of Lading (“**Effective Date**”).

1. DEFINITIONS

- 1.1. “**Agreement**” means these User Terms and Conditions, and any subsequent versions as will be communicated to the User;
- 1.2. “**Agreement Term**” means the period covering the validity of a Paperless Tracked FIATA BL Package purchased by the User, starting from the point of purchase of the Paperless Tracked FIATA BL Package.
- 1.3. “**Confidential Information**” means all information or material that is not publicly known at the time that such information or material is disclosed, discovered, or otherwise made known to either Party. Such Confidential Information shall include information shared between the Parties during the term of this Agreement, as well as information shared by Users when requesting the Paperless Tracked FIATA BLs;
- 1.4. “**Fees**” means, as applicable, the fees charged by FIATA, as well as any connection fees charged by a Licensed Vendor where applicable, in accordance with this Agreement;
- 1.5. “**FIATA Data Model**” means the data model provided by FIATA which contains the necessary components to generate the content of the Paperless Tracked FIATA BLs;
- 1.6. “**FIATA Digital Identity**” means individual identities stored and managed in a registry created by FIATA for its members, National Association members and any legal entity and/or individual using FIATA Services.

- 1.7. **“FIATA Services”** means the FIATA online services in respect of the Paperless Tracked FIATA BLs issuance that the Licensed Vendor will be required to access to enable generation and issuance by the User;
- 1.8. **“FIATA Service Charges”** means fees charged by FIATA to the User for the services associated with the issuance of the Paperless Tracked FIATA BLs and FIATA Services;
- 1.9. **“Intellectual Property”** means patents, rights to inventions, copyright and related rights, trademarks and service marks, trade names and domain names, rights in get-up, rights to goodwill and to sue for passing off and unfair competition, rights in designs, rights in computer software, database rights, rights in Confidential Information (including knowhow and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (and rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.
- 1.10. **“Licensed Vendor”** means a company that holds a valid agreement with FIATA granting it a non-exclusive, non-transferrable and time-limited right to access the FIATA Services for the purposes of distributing the Paperless Tracked FIATA BLs to a User.
- 1.11. **“Paperless Tracked FIATA BLs”** means the digital PDF version of the FIATA Multimodal Transport Bill of Lading (FBL) and the non-FIATA branded Bill of Lading. Both documents are based on the FIATA Data Model, and are tracked and verifiable by all stakeholders.
- 1.12. **“Paperless Tracked FIATA BL Package”** means a package of limited quantity of Paperless Tracked FIATA BLs which is purchased by the User from FIATA.
- 1.13. **“PII”** means any personally identifiable information relating to an identified or identifiable natural person.

2. RIGHT OF USE

- 2.1. Subject to the terms and conditions of this Agreement, fulfillment of the conditions for issuing the Paperless Tracked FIATA BLs and payment of applicable Fees, FIATA grants to the User a limited, non-exclusive and non-transferable right to generate and issue the Paperless Tracked FIATA BLs for the Agreement Term.
- 2.2. Such right of use shall exist only in relation to the number of Paperless Tracked FIATA BLs purchased by the User from FIATA. Each purchase is specific to the unique FIATA Digital Identity of the purchasing User, and may not under any circumstances be transferred to, shared among or used by other users or third parties.

3. RESTRICTIONS ON RIGHT OF USE

- 3.1. The User shall not, directly or indirectly, and may not authorize any third party to:
 - a. make FIATA Services or Paperless Tracked FIATA BLs available, nor disclose its access credentials to any third party;

- b. provide any false and/or misleading information in connection with the FIATA Digital Identity and/or the Paperless Tracked FIATA BLs;
 - c. remove notices and notations on the Paperless Tracked FIATA BLs that refer to copyrights, trademark rights, patent rights and other intellectual property rights;
 - d. copy, translate, disassemble, decompile, reverse-engineer or other modify any parts of the Paperless Tracked FIATA BLs;
 - e. intentionally or recklessly transmit any content, data or information that is unlawful, harmful, threatening, malicious, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy or right of privacy, hateful, or racially, ethnically or otherwise objectional;
 - f. interfere with or disrupt FIATA Services, the FIATA Digital Identity systems, or other equipment, networks or software used to host or connect to FIATA Services, including penetration testing or load/stress testing;
 - g. propagate any virus, worms, trojan horses, or other programming routing intended to damage any system or data;
 - h. sell, sublicense, transfer, assign, lease, rent, distribute, or grant a security interest in the FIATA Services or Paperless Tracked FIATA BLs;
 - i. circumvent the user authentication or security of FIATA Services or any host, network, or account related thereto;
 - j. use any application programming interface to access FIATA Services, except indirectly through the Licensed Vendor under the authorisations provided by FIATA to the Licensed Vendor;
 - k. use the FIATA Services and/or Paperless Tracked FIATA BLs for any benchmarking or for the purpose of developing or distributing competing products or services.
- 3.2. FIATA may suspend the User's access to FIATA Services for any period during which the User is, or FIATA has a reasonable basis for alleging the User is, in non-compliance with any of the prohibited actions in this Section or is otherwise in violation with applicable law, or of a third party brings or threatens legal action against FIATA or a third party.

4. DOCUMENT USE AND STANDARDS

- 4.1. The User is solely responsible for reviewing the information displayed on the generated Paperless Tracked FIATA BL prior to issuance to ensure its accuracy and completeness, and for notifying FIATA and the Licensed Vendor immediately should there be a need for rectification. The User understands that by issuing or otherwise using the generated Paperless Tracked FIATA BL, it is deemed to have accepted its accuracy, completeness, quality and fitness for purpose. Neither FIATA nor the Licensed Vendor shall be held liable for any inaccuracies or omissions in the information displayed on the Paperless Tracked FIATA BL.

- 4.2. The User agrees to adhere strictly to FIATA's document standards, compliance and tracking requirements, for the purpose of maintaining the integrity and quality of FIATA transport documents, including the Paperless Tracked FIATA BLs.
- 4.3. The User may only use the Paperless Tracked FIATA BLs provided in the format as issued by the Licensed Vendor. In no instance may the User make any changes to the format of the Paperless Tracked FIATA BLs, nor its terms and conditions.
- 4.4. In order to provide compliance and an audit verification in the use of the Paperless Tracked FIATA BLs, FIATA maintains a compliance oversight on the issuance process. A specific numbering methodology and sequence will be allocated automatically to the Paperless Tracked FIATA BLs. The User may only issue the Paperless Tracked FIATA BLs in accordance with this unique number sequence.

5. CONDITIONS FOR THE ISSUANCE OF PAPERLESS TRACKED FIATA BLS

- 5.1. It is a mandatory requirement that, in order to generate and issue Paperless Tracked FIATA BLs, the User must fulfill the following conditions throughout the duration of the Agreement Term:
 - a. possession of a valid FIATA Digital Identity;
 - b. possession of a valid liability insurance in accordance with the Paperless Tracked FIATA BL terms and conditions;
 - c. possession of a valid membership with a national freight forwarding association that is a valid FIATA member;
 - d. fulfilment of the requirements of the applicable national legislation of the territory in which the User holds its national association membership under para. C above, where applicable.
- 5.2. FIATA reserves the right to carry out random reviews to assess continued fulfillment of the conditions for the issuance of Paperless Tracked FIATA BLs during the Agreement Term.

6. FEES

- 6.1. Users will be subject to FIATA Service Charges for the purchase and issuance of the Paperless Tracked FIATA BLs and FIATA Services, which will be payable by Users to the account of FIATA upon purchase of a Paperless Tracked FIATA BL Package. The FIATA Service Charges will be collected directly by FIATA from the User, unless otherwise agreed between FIATA and the Licensed Vendor. Purchases are final and do not give right to any refund.
- 6.2. The Licensed Vendor may charge the User additional fees for services provided by the Licensed Vendor to the User, such as the integration and connection of the Licensed Vendor's customers to FIATA Services. The Licensed Vendor may not add to, nor duplicate, FIATA's Service Charges, and must clearly distinguish any charges related to such services accordingly and inform FIATA of the description of fees charged. FIATA reserves the right to review the description of fees charged in respect of Paperless Tracked FIATA BLs at any time.

7. DIGITAL IDENTITY PROFILE

- 7.1. FIATA through its third-party digital identity provider will create a digital user profile on the User (“**FIATA Digital Identity**”). Information within the User’s FIATA Digital Identity may include, but is not limited to:
 - a. Company Address
 - b. Company contact details
 - c. Business registration number;
 - d. Possession of valid liability insurance coverage in line with the terms and conditions of the Paperless Tracked FIATA BLs;
 - e. Membership information of the User in relation to a national freight forwarding association that is a valid FIATA member;
 - f. Company logo if provided by company
 - g. Any other information requested by FIATA.
- 7.2. company name and address, business and tax registration number, valid membership of national association and relevant details as applicable, insurance information, and other information that may be deemed useful or necessary for the identification of the User.
- 7.3. FIATA shall, where possible, seek verification or information from the national freight forwarding association of which the User is a member, as part of the compliance and audit procedures applicable to the Paperless Tracked FIATA BLs and FIATA Services.
- 7.4. In order for the User to generate and issue the Paperless Tracked FIATA BLs, the Licensed Vendor will be required to access FIATA Services, which will verify and confirm the User’s eligibility based on information contained in the User’s FIATA Digital Identity.
- 7.5. The User understands and agrees that the following elements of its Digital Identity Profile: company name and address, business registration number and name of the National association that the user is a member of, will be used as part of FIATA’s document tracking system, and that such elements will be accessible to its counterparties by way of a QR code on the document for the purposes of ascertaining the integrity of the document.
- 7.6. The User understands and agrees that the public elements of the Digital Identity Profile listed in Article 3.3 will be accessible to anybody having access to the Paperless Tracked FIATA BL. The User will be able to choose with whom (s)he would like to share the other elements of the Digital Identity Profile and may request at any time to edit or remove their information. The User understands that requests made to remove part or all of the information in their Digital Identity Profile may result in their access to FIATA Services being restricted, in the instance that such information is necessary for the generation and issuance of the Paperless Tracked FIATA BLs.

8. DATA PRIVACY AND CONFIDENTIALITY

- 8.1. FIATA processes data, including PII, collected:
 - a) by FIATA relating to access to the FIATA Services for the purposes of verifying a User’s eligibility to issue the Paperless Tracked FIATA BLs, administering the FIATA Digital Identity and FIATA Services, helping to resolve related service requests, monitoring compliance with this Agreement, and/or other purposes notified by FIATA from time to time;

- b) by the Licensed Vendor and supplied to FIATA as part of the Licensed Vendor's use of the FIATA Services. By initiating the generation of the Paperless Tracked FIATA BLs, the User agrees to the transfer and processing of such data by the Licensed Vendor and FIATA.
- 8.2. In addition, FIATA processes and stores data provided for the purposes of issuing a Paperless Tracked FIATA BLs and maintaining appropriate compliance and audit records in line with the tracking and verification policies associated with the Paperless Tracked FIATA BLs. Such data includes the PII and other information inputted into the Paperless Tracked FIATA BLs, User details, Vendor details, and FIATA Services call technical information (timestamp, IP address, etc).
- 8.3. FIATA acknowledges that PII collected and processed in compliance with the obligations of the Agreement do not extend to other purposes and shall comply with all applicable privacy and data protection laws, including but not limited to the Swiss Data Protection Act or any successor acts.
- 8.4. FIATA undertakes to keep the content of transaction-specific data in strict confidence and to not disclose such transaction-specific data to third parties.
- 8.5. Anonymised data processed under this paragraph may be used by FIATA for the purposes of developing business intelligence and/or analytics for the benefit of the FIATA membership and the overall freight forwarding industry, and for the purposes of product testing or enhancements. For such purposes, FIATA shall use data only in their anonymised form, and shall under no occasion use any PII or Confidential Information.
- 8.6. FIATA shall ensure maintenance of appropriate safeguards to prevent unauthorised access to, use of, or disclosure of User PII as defined under applicable laws and regulations, and shall not distribute, repurpose or share PII to or with any third parties, except as explicitly required under this Agreement, without the express written consent of the User.
- 8.7. In the event of an unauthorised release of PII, FIATA shall comply with all relevant notification requirements pursuant to the applicable laws and regulations. In addition, FIATA shall inform the User in a timely manner once such unauthorised release becomes apparent.
- 8.8. The User may consult the [FIATA Privacy Policy](#) for any query related to data processed by FIATA, which is available on the FIATA website.

9. UPDATES AND ENHANCEMENTS

- 9.1. FIATA may, at its sole discretion, provide updates, modifications or bug fixes for FIATA Services and/or the Paperless Tracked FIATA BLs during the Agreement Term. Any such updates, modifications or bug fixes will be deemed part of FIATA Services and/or the Paperless Tracked FIATA BLs and subject to the terms and conditions of this Agreement.
- 9.2. The User is not obligated to make or provide FIATA with any error reports, evaluation, suggestions, enhancements, recommendations, or other feedback. To the extent that the User does so, FIATA may use such feedback without obligation to the User and the User hereby irrevocably assigns to FIATA all right, title and interest in such feedback.

10. INTELLECTUAL PROPERTY

- 10.1. The User specifically acknowledges FIATA's exclusive Intellectual Property rights over the Paperless Tracked FIATA BLs, FIATA Digital Identity and document tracking system. The User also acknowledges the Vendor's Intellectual Property rights in relation to any developments and adaptation of the Vendor's systems to connect to FIATA Services for the issuance of Paperless Tracked FIATA BLs, and/or any other systems related to the issuance of electronic bills of lading.
- 10.2. Any and all Intellectual Property rights in and to the Paperless Tracked FIATA BLs, the FIATA Services, and documentation or other materials developed or supplied in connection with them, including any associated processes or any derivative works, are and will remain the sole and exclusive property of FIATA or its licensors. No rights are granted by FIATA in respect of the Paperless Tracked FIATA BLs, nor the FIATA Services other than those expressly granted under this Agreement. The use of the FIATA Services by the User shall not imply the transfer or assignment of any rights to the User.
- 10.3. In the event of infringement, FIATA reserves the right to take legal action to defend its intellectual property rights.

11. CONFIDENTIALITY

- 11.1. All Confidential Information provided through the performance of this Agreement shall be used solely for the purposes of performing each Party's obligations under this Agreement, and shall not be disclosed to any third party without the prior consent of the Disclosing Party, unless and until such information becomes publicly available.
- 11.2. In the event of an unauthorised disclosure or loss of any Confidential Information by the Receiving Party, its employees, agents or affiliates, the Receiving Party shall promptly notify the Disclosing Party in writing and take all actions as may be necessary or reasonably requested by the Disclosing Party to minimise damage as a result of the disclosure or loss.
- 11.3. Upon termination of this Agreement the Receiving Party shall ensure that all documents and electronic records that include or reflect any Confidential Information are returned or destroyed as directed by the Disclosing Party.
- 11.4. The foregoing does not affect a Receiving Party's disclosure obligations with regard to its auditors, insurers, a regulatory authority in the lawful and appropriate exercise of its jurisdiction over a party, by judicial or administrative process, or otherwise by applicable law or regulation.

12. TERM, TERMINATION AND SUSPENSION

- 12.1. This Agreement shall become effective upon the Effective Date and shall continue in full force and effect for the duration of the Agreement Term as provided herein.
- 12.2. FIATA shall be entitled at any time to give notice to terminate this Agreement with immediate effect in the following cases:
- a. In the event of bankruptcy, insolvency or dissolution of the User;

- b. If the User fails to comply with the obligations of this Agreement, including the conditions for issuing a Paperless Tracked BL; or
- c. In case of misuse or breach of the restrictions of use of the Paperless Tracked FIATA BLs by the User:

12.3. In all other circumstances, except as provided in this Agreement, FIATA shall provide the User with thirty (30) calendar days written notice of termination. The User shall have the right to terminate the Agreement at any time with immediate effect upon written notice.

12.4. Upon termination of the Agreement the User has no rights in relation to the generation and/or issuance of the Paperless Tracked FIATA BLs and undertakes to immediately cease and desist any and all such related activities.

12.5. Upon termination, no refund shall be provided by FIATA to the User in respect of any Fees incurred under this Agreement.

12.6. Following termination of this Agreement, all provisions related to intellectual property, confidentiality, privacy and data protection shall continue to remain in force.

13. LIABILITY

13.1. FIATA's role shall be to maintain and operate FIATA Services, and to work to ensure the integrity and relevance of the Paperless Tracked FIATA BLs is maintained. Any matters related to the Licensed Vendor's systems to connect to FIATA Services, and any other systems of the Licensed Vendor otherwise related to the issuance of electronic bills of lading shall be the sole responsibility of the Software Vendor.

13.2. FIATA shall not be liable nor makes any representation or warranty of any kind (whether express or implied by law), in respect of the timeliness, reliability, performance, compatibility or continued availability of its systems, or for delays, errors, omissions or interruptions therein.

13.3. Notwithstanding anything to the contrary in this Agreement, neither FIATA nor the Licensed Vendor shall be liable under or in connection with this Agreement to the User or to any third parties for any loss of profits, loss of use, loss of data, loss of production, pure financial losses, loss of contract, claims from third parties or any indirect or consequential loss or damages, irrespective of whether such loss or damage could have been reasonably foreseen.

13.4. FIATA reserves the right to delegate or sub-contract the exercise of its rights or the performance of its obligations at its own discretion, provided always that FIATA shall be responsible and remain liable to the User for the performance of any obligations it has towards the User that have been delegated or sub-contracted.

14. FORCE MAJEURE

14.1. In the event that FIATA shall be wholly or partially unable to fulfil its obligations under this Agreement by reason of causes beyond its control, including but not restricted to acts of god, acts, omissions, or regulations of any government or subdivision thereof, judicial action, fire, storm, accident, war, riot, epidemics, labour disputes (whether or not that FIATA is a party to

such dispute), strikes, general shortage of material, machine damage, power shortage, theft, malicious damage, information warfare or cybercrimes, then FIATA's performance of its obligations, in so far as it is affected by such cause, shall be excused during the period of the continuance of such circumstances.

15. DISPUTE RESOLUTION

- 15.1. Any dispute or claim, whether in respect of this Agreement or otherwise (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Switzerland, with the place of jurisdiction being Geneva, Switzerland.
- 15.2. The Parties agree that all disputes shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules and any arbitration shall be held in Geneva, Switzerland, in the English language.

16. MISCELLANEOUS

- 16.1. This Agreement comprises the complete understanding of the Parties with respect to the subject matter and supersedes all written or oral prior proposals, agreements, representations and understandings in relation to the subject matter of this Agreement.
- 16.2. FIATA reserves the right to amend this Agreement at any time, and will communicate such changes to the User. Such modifications shall enter into force and have immediate effect upon such communication being effected by FIATA.
- 16.3. The failure of FIATA to insist on the adherence to any term of this Agreement on any occasion shall not be considered as a waiver by FIATA, nor shall it deprive FIATA of the right to insist upon the strict adherence to that term or any other term of this Agreement at any other time.
- 16.4. If any provision of this Agreement is held to be invalid, unenforceable or illegal, such provision shall be deemed to be independent and severable from the remaining provisions of this Agreement. The remaining provisions of this Agreement shall not be affected and shall be valid and enforceable to the full extent permitted by law.