



Web Portal Terms of Use

Terms of Use for access to TGP's Web Portal by third parties

Web Portal Terms of Use

TGP's Web Portal (the "Portal") is a web-based application on license from WiseTech Global that allows customers and partners of Trans Global Projects ("TGP") to access and manage their orders, shipments, invoices, documents, and other related information. By using the Portal, you agree to be bound by these Terms of Use, as well as any other policies and guidelines that may be posted on the Portal from time to time. If you do not agree with these Terms of Use, you must not use the Portal.

1.1 Access and Registration

To access the Portal, you must have a valid account and password, which you can obtain from the Portal administrator in your organisation. You are responsible to ensure that only legitimate people are provided access and must terminate access immediately when access is no longer required or authorised. You are responsible for maintaining the confidentiality of your account and password, and for all activities that occur under your account. You must notify TGP immediately of any unauthorized use of your account or password, or any other breach of security. You must not share your account or password with anyone else or use the account or password of another person. You must not use the Portal for any unlawful or fraudulent purpose, or in any way that interferes with the normal operation of the Portal or the rights of other users.

1.2 Data and Content

You are solely responsible for the accuracy, completeness, and legality of any data or content that you upload, submit, or otherwise provide to the Portal. You acknowledge and agree that TGP may access, store, process, and disclose such data and content as part of TGP's service to you, or required by law, regulation, court order, or governmental authority, or as necessary to protect the rights, property, or safety of TGP, its customers, partners, or the public.



1.3 Intellectual Property Rights

The Portal and all its features, functions, design, and content, including but not limited to trademarks, logos, graphics, images, text, software, and code, are the property of WiseTech Global or its licensors, and are protected by copyright, trademark, and other intellectual property laws. You may not copy, reproduce, modify, reverse engineer, decompile, disassemble, or create derivative works of the Portal or any part thereof, or use the Portal or any part thereof for any commercial purpose, without the prior written consent of WiseTech Global or its licensors.

1.4 Disclaimer of Warranties

The Portal is provided "as is" and "as available", without any warranties of any kind, either express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, accuracy, completeness, reliability, timeliness, security, or non-infringement. TGP does not warrant that the Portal will meet your requirements, expectations, or needs, or that the Portal will be uninterrupted or error-free. You use the Portal at your own risk and discretion, and you assume full responsibility for any loss or damage that may result from your use of the Portal.

1.5 Limitation of Liability

To the fullest extent permitted by law, in no event will TGP or its affiliates, directors, officers, employees, agents, or licensors be liable for any direct, indirect, incidental, consequential, special, exemplary, or punitive damages, including but not limited to damages for loss of profits, revenue, data, goodwill, or business opportunities, arising out of or in connection with your use of or inability to use the Portal, even if TGP has been advised of the possibility of such damages.

1.6 Indemnification

You agree to indemnify, defend, and hold harmless TGP and its affiliates, directors, officers, employees, agents, and licensors from and against any and all claims, liabilities, damages, costs, and expenses, including reasonable attorney fees, arising out of or in connection with your use of the Portal, your breach of these Terms of Use, or your violation of any applicable law, regulation, or third-party right.

1.7 Termination

TGP reserves the right to terminate your access to the Portal at any time, without notice and for any reason, including but not limited to your violation of these Terms of Use or your misuse of the Portal. The provisions of these Terms of Use that by their nature should survive termination will survive termination, including but not limited to the sections on Data and Content, Intellectual Property Rights, Disclaimer of Warranties, Limitation of Liability, Indemnification, and Governing Law and Jurisdiction.

1.8 Governing Law and Jurisdiction

These Terms of Use are governed by and construed in accordance with the laws of England & Wales, without regard to its conflict of law principles. Any dispute arising out of or in connection with these Terms of Use or the Portal will be subject to the exclusive jurisdiction of the courts of England & Wales, and you hereby consent and submit to the personal and exclusive jurisdiction of such courts.



1.9 Changes to these Terms of Use

TGP may revise and update these Terms of Use from time to time, in its sole discretion and without prior notice. The revised Terms of Use will apply to your use of the Portal from the date of posting on our website (www.tglobal.com). You should check the website regularly for any changes to these Terms of Use. Your continued use of the Portal after any such changes will constitute your acceptance of the revised Terms of Use.

1.10 Contact Us

If you have any questions or comments about these Terms of Use or the Portal, please contact your TGP account manager.

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