TERMS AND CONDITIONS

Cloud Shipping Customer Terms and Conditions ("Terms and Conditions")

Effective Date: January 1st 2026

These terms and conditions apply to all services provided by Cloud Shipping.

1. About These Terms

These Terms and Conditions ("Terms") govern your use of services provided by Cloud Shipping ("we", "us", "our").

By using our services, creating an account, or booking a shipment, you confirm that:
- You accept these Terms in full
- You have the authority to bind your business (if acting for a company)
- You agree on behalf of all parties with an interest in the shipment

If you do not agree, you must not use our services.

2. Nature of Services

Cloud Shipping is not a carrier, freight forwarder, or logistics provider.

We act as:
- A technology platform
- A reseller of carrier services
- A billing and support intermediary

All transportation services are performed by third-party carriers.
- Your contract for carriage is **with the carrier**, not Cloud Shipping
- Carrier terms apply in addition to these Terms

3. Definitions
- **Shipment"**: Any parcel, freight, or consignment moving under a single waybill
- **"Carrier"**: Third-party logistics provider (e.g. DHL, UPS, FedEx, etc.)
- **"User / You"**: the individual or company using Cloud Shipping
- **"Charges"**: All fees, including shipping, surcharges, duties, taxes, and admin fees

4. Account Registration & Use

You agree to:
- Provide accurate, complete information
- Maintain security of your account credentials
- Be responsible for all activities under your account

We reserve the right to:
- Suspend or terminate accounts at any time
- Refuse service without liability

5. Carrier Terms & Compliance

All shipments are subject to:
- Carrier terms and conditions
- International shipping laws and regulations
- Customs rules in origin/destination countries

You confirm that:
- Shipment details are accurate
- Goods are legally compliant
- You understand carrier restrictions (prohibited/restricted goods)

6. **Pricing, Quotes & Adjustments**

All pricing is:
- Indicative at time of booking
- Subject to change based on:
  - Weight/dimensions discrepancies
  - Reclassification (HS codes, commodity)
  - Carrier surcharges (fuel, remote area, peak, war risk, etc.)

We reserve the right to:
- Re-invoice after shipment based on actual charges
- Pass through any carrier or customs cost increases

7. **Duties, Taxes & incoterm Liability (DDP & DAP)**

Where a Shipment is sent under **DDP (Delivered Duty Paid)** or **DAP (Delivered At Place)**:

1. **Ultimate Liability**
   The Shipper (You) remains fully liable for all duties, taxes, penalties, storage charges, clearance fees, and any related costs, regardless of the selected Incoterm or billing instructions.

2. **Carrier Reversal Rights**
   You acknowledge and agree that Carriers and/or customs authorities may:
- Refuse delivery if charges are not paid by the receiver
- Reverse, recharge, or re-bill any unpaid duties, taxes, or related charges back to the Shipper at any time

3. **Receiver Non-Payment**
   If the receiver:
- Refuses to pay
- Cannot be contacted
- Fails customs clearance
- Rejects the shipment

All resulting costs will be charged to the Shipper, including:
- Return shipping
- Storage fees
- Disposal/destruction fees
- Administrative charges

4. **Post-Clearance Adjustments**
   Customs authorities may reassess duties and taxes after clearance (including audits).
   You remain liable for any additional charges raised **after delivery**, with no time limitation.

5. **No Dependency on Carrier Outcome**
   Payment to Cloud Shipping is not conditional upon:
- Successful delivery
- Collection of duties/taxes from the receiver
- Outcome of any dispute with the Carrier or customs

8. Payment Terms

- Standard payment terms: 14 days from invoice date
- Duties/taxes: payable immediately

Failure to pay may result in:
- Suspension of services
- Withdrawal of discounted rates
- Debt recovery action (including legal costs + interest)

We may also:
- Charge stored payment methods automatically
- Require prepayment or deposits.

9. No Set-Off

You may not:
- Withhold payment due to disputes
- Offset invoices against claims

All invoices must be paid in full regardless of:
- Claims
- Delays
- Carrier disputes

10. Packaging & Shipment Responsibility

You are responsible for:
- Proper packaging suitable for transit
- Accurate labelling and documentation
- Ensuring goods are safe and compliant

We accept no liability for:
- Inadequate packaging
- Concealed damage
- Incorrect declarations

11. Prohibited & Dangerous Goods

You must not ship:

- Prohibited or restricted goods
- Dangerous goods without proper certification

You agree to:
- Fully indemnify Cloud Shipping against any breach
- Provide documentation upon request

12. Insurance & Liability

Cloud Shipping may offer access to **optional third-party shipment protection and/or insurance services** ("Insurance") through external providers.

1. **Third-Party Provider**
   Any Insurance purchased via Cloud Shipping is:
- Provided by an independent third-party insurer or warranty provider
- Subject to that provider's terms, conditions, exclusions, and claims procedures

Cloud Shipping is **not an insurance provider, broker, or underwriter**.

2. **No Liability**
   Cloud Shipping:
- Accepts **no liability** for loss, damage, delay, or non-delivery of any Shipment
- Is **not responsible** for the outcome of any insurance claim

3. **Customer Responsibility**
   You are responsible for:
- Reviewing and understanding the insurance terms before purchase
- Ensuring the declared value is accurate
- Complying with all packaging, documentation, and carrier requirements

Failure to comply may result in **reduced or rejected claims**.

4. **Claims Process**
   All claims must be made:
- Directly with the insurer (or via the process specified at time of purchase)
- Within the required time limits

Cloud Shipping may assist administratively but has **no obligation to manage or resolve claims**.

5. **No Automatic Cover**
   Shipments are **not insured by default**.
   If you do not purchase Insurance, you accept:
- The Carrier's standard limited liability
- Full risk for any loss or damage beyond that limit

13. Claims Process

- All claims must be made **directly with the carrier**
- Claims must follow carrier timelines and procedures

Cloud Shipping:
- May assist but has **no obligation**

- Is not liable for claim outcomes

14. Customs Clearance

You acknowledge:
- Customs clearance is outside our control
- Delays, inspections, or seizures may occur

You are responsible for:
- Compliance with import/export laws
- Providing correct documentation

15. Data Protection

We process data in accordance with:
- UK GDPR
- Data Protection Act 2018

We may share data with:
- Carriers
- Customs authorities
- Service providers

Full details are in our Privacy Policy.

16. Service Availability & Platform Use

We do not guarantee:
- Platform uptime
- Rate availability
- Carrier service continuity

We may:
- Modify or discontinue services
- Update platform features at any time

17. Limitation of Liability

To the maximum extent permitted by law:

Cloud Shipping shall not be liable for:
- Loss, damage, or delay of shipments
- Indirect or consequential losses
- Loss of profit, business, or reputation

Our total liability (if any) is limited to:

The fees paid to Cloud Shipping for the specific shipment

18. Force Majeure

We are not liable for delays or failures caused by:
- War, conflict, or geopolitical issues
- Carrier disruptions
- Customs actions
- Weather, pandemics, strikes

19. Indemnity

You agree to indemnify and hold Cloud Shipping harmless from:
- Any claims arising from your shipments
- Breach of these Terms
- Incorrect declarations or illegal goods

20. Intellectual Property

All platform content, systems, and pricing structures remain:
- Property of Cloud Shipping

You may not:
- Copy, resell, or misuse them

21. Termination

We may terminate or suspend services:
- At any time
- Without prior notice

You remain liable for all outstanding charges.

22. Governing Law

These Terms are governed by:
Laws of England and Wales

Disputes subject to:
Courts of England and Wales

23. Entire Agreement

These Terms:

- Override all previous agreements
- Work alongside carrier terms

You have read and agree to all these Cloud Shipping Terms and Conditions, and you acknowledge that you have read and agree to the Carrier's terms and conditions.