

Terms of Service

General terms and conditions governing the use of the carriercheck[®] platform

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Applies to	B2B clients of the carriercheck[®] platform
Issued by	CarrierCheck B.V., Coolingsingel 104, 3011 AG Rotterdam, Netherlands
Trade register	KVK 99610558 • VAT NL869060545B01

These Terms of Service ("**Terms**") govern access to and use of the carriercheck® platform and services provided by **CarrierCheck B.V. ("we", "us")**. By registering an account or using the platform, the customer ("**Client**", "**you**") agrees to be bound by these Terms. These Terms constitute a legally binding agreement under Dutch law between you and CarrierCheck B.V.

These Terms apply **exclusively to business clients (B2B)**. Use of the platform by consumers (natural persons acting outside a professional or business capacity) is not permitted. The applicability of any general purchasing or other terms of the Client is expressly rejected.

Chapter 01.

General Provisions

Art. 1. Definitions

"Platform"	The CarrierCheck B.V. web application accessible at carriercheck.eu and related subdomains, including the online client portal
"Service"	The carrier verification and intelligence service provided through the Platform
"Check" / "Credit"	One carrier verification request – the submission of one VAT number for verification. One Check is consumed per submission regardless of the result returned
"Subscription"	A recurring paid or free plan granting access to the Platform for a defined Billing Period
"Billing Period"	The monthly or annual period for which a Subscription is valid, as selected at registration
"Team Member"	A natural person authorised by the Client to access the Platform under the Client's account, within the seat limit of the applicable plan
"Client Data"	Personal and company data submitted by you during registration and use of the Platform, including data entered or generated through use of the Service
"Carrier Data"	Information about transport carriers sourced from public registries and official databases

Art. 2. Acceptance and Eligibility

- 2.1.** By creating an account, you confirm that (i) you are acting in a business capacity, (ii) you are authorised to enter into this agreement on behalf of the legal entity you represent, and (iii) the registration information you provide is accurate and complete.
- 2.2.** The Platform is intended exclusively for B2B use by shippers, freight forwarders, logistics operators and similar undertakings. Consumer use is not permitted and no consumer-protection provisions apply.

Art. 3. Account Registration

- 3.1. To use the Platform you must register an account. You agree to keep your registration information accurate and up to date.
- 3.2. Account credentials are confidential and you are responsible for all activity under your account. You will notify CarrierCheck B.V. without delay at info@carriercheck.eu of any unauthorised use of your account.
- 3.3. One account may be registered per email address. CarrierCheck B.V. may suspend or terminate accounts that are inactive for more than 12 consecutive months, or where there is reasonable suspicion of fraudulent or abusive use.

Chapter 02.

Subscription and Payment

Art. 4. Subscription Plans and Checks

- 4.1. CarrierCheck B.V. offers the following plans. All prices are exclusive of VAT.

Plan	Monthly	Annual (per month)	Checks per period	Team members
Free	€0	–	5	1
Starter	€99	€79	30	1
Business	€249	€199	100	5
Business Pro	€399	€319	300	10
Enterprise	Custom	Custom	500+	Up to 30

- 4.2. **Definition of a Check.** One Check equals the submission of one unique VAT number for verification. One Check is deducted from your allocation upon submission, regardless of whether a result is returned. Submitting the same VAT number multiple times consumes one Check per submission.
- 4.3. **Check expiry.** Unused Checks expire at the end of each Billing Period and do not roll over. No refund or credit is provided for unused Checks at period end.
- 4.4. **Plan changes.** You may upgrade at any time with immediate effect; the pro-rata price difference for the remainder of the current Billing Period is charged on upgrade. Downgrades take effect at the start of the next Billing Period. Plan changes do not retrospectively credit Checks already consumed.

Art. 5. Billing and Payment

- 5.1. **Payment processing.** Payments are processed by Stripe Payments Europe Ltd. Subscription management is handled through Chargebee. By subscribing to a paid plan you authorise CarrierCheck B.V. to charge your designated payment method on a recurring basis for the selected Billing Period.

- 5.2. Billing cycle.** Monthly Subscriptions are billed on the same date each month from the Subscription start date. Annual Subscriptions are billed in full on the Subscription start date and on each anniversary thereof. Invoices are due immediately on charge via the Client's designated payment method.
- 5.3. Failed payments and dunning.** If a payment fails, CarrierCheck B.V. will retry the charge up to three times over seven days and notify you by email. If payment remains unsuccessful after that 7-day dunning period, access to paid features will be suspended. If payment remains unresolved after a further 14-day cure period (*21 days from the original failure*), CarrierCheck B.V. may terminate the Subscription for cause under Article 8.4.
- 5.4. Invoicing.** Invoices are issued electronically and sent to the billing email address provided during registration. Invoices constitute legally valid tax documents under Dutch law. The Client is not entitled to suspend payment or to set off any amount owed against amounts due to CarrierCheck B.V.

Art. 6. Pricing and VAT

- 6.1.** All Subscription prices displayed on the Platform are exclusive of Value Added Tax (VAT).

Client location	VAT treatment
Netherlands (NL)	21% Dutch BTW (VAT) added to all invoices for clients with a Dutch billing address
EU B2B outside NL	Reverse-charge mechanism applies (<i>Art. 196 EU VAT Directive</i>). Invoiced at 0% VAT. The Client is responsible for self-accounting for VAT in their own jurisdiction
Non-EU	Invoiced without VAT. The Client is responsible for any applicable local taxes

- 6.2. Conditional on a valid VAT number.** To benefit from the reverse-charge mechanism, EU clients outside the Netherlands must provide a valid EU VAT identification number that can be verified through the VIES system. If no valid VAT number is provided, or if verification fails, **21% Dutch VAT will be applied** to the invoice.
- 6.3. Reverse-charge wording.** Invoices to EU B2B clients outside the Netherlands will state: "VAT reverse-charged – Art. 196 EU VAT Directive".

Chapter 03.

Service Use, Termination and Data

Art. 7. Acceptable Use

- 7.1.** You agree to use the Platform only for lawful business purposes and specifically agree not to:
- × Use the Service to obtain Carrier Data for any purpose other than legitimate business due diligence and vetting of transport carriers, or for any unlawful purpose;
 - × Resell, sublicense, or redistribute CarrierCheck B.V. data or results to unrelated third parties without prior written consent. For clarity, sharing a Check result internally within the Client's group of companies or with the Client's own contracting customer or principal in connection with a specific transport engagement is permitted;
 - × Attempt to reverse engineer, scrape, or systematically extract data from the Platform;

- × Use automated tools, bots, or scripts to access the Platform or submit verification requests, except through the official CarrierCheck B.V. API in accordance with documentation;
- × Circumvent any access controls, security measures, or Check allocation limits;
- × Use the Platform in a manner that could damage, disable, or impair its operation; or
- × Use Carrier Data to unlawfully discriminate against carriers contrary to applicable EU or national law.

Art. 8. Cancellation, Refunds and Termination

- 8.1. Monthly plans.** You may cancel a monthly Subscription at any time. Cancellation takes effect at the end of the current Billing Period; you retain full access until the period end date. No refund is issued for the current Billing Period.
- 8.2. Annual plans.** You may cancel an annual Subscription at any time. CarrierCheck B.V. will issue a pro-rata refund for each full unused calendar month remaining in the annual period. Partial months are not refunded. Where Checks already consumed exceed the pro-rata entitlement for the elapsed period, the refund will be reduced by the value of the excess Checks, calculated at the equivalent monthly-plan rate for the same plan tier. Refunds are processed within 14 business days to the original payment method.
- 8.3. Free plan.** The Free plan may be cancelled and the account deleted at any time with no notice period, no fees, and no obligations. Account deletion requests are submitted via the Platform's account settings.
- 8.4. Termination by CarrierCheck B.V. for cause.** CarrierCheck B.V. may terminate or suspend your account with immediate effect if you materially breach these Terms, engage in fraudulent or abusive use, or fail to pay outstanding invoices after the cure period in Article 5.3. In the event of termination for cause, no refund is issued for any prepaid period and Article 8.2 does not apply.
- 8.5. Mutual termination right.** Either party may terminate the agreement with immediate effect by written notice if the other party is granted (provisional) suspension of payments, becomes the subject of a bankruptcy petition, or ceases its business other than for the purpose of restructuring or merger.

Art. 9. Carrier Data – Disclaimer

- 9.1. Source and nature.** CarrierCheck B.V. sources Carrier Data from publicly available registries and official databases maintained by third parties. CarrierCheck B.V. does not create, control, audit or independently confirm that source data and is dependent on its accuracy, completeness and timeliness. While we strive to provide accurate and up-to-date information, CarrierCheck B.V. makes no representations or warranties as to the accuracy, completeness, timeliness, currency or fitness for purpose of any Carrier Data or verification result displayed on the Platform, and all such representations and warranties are excluded to the maximum extent permitted by Dutch law.
- 9.2. Informational nature of results.** Verification results provided through the Platform are for informational and due-diligence purposes only. They do not constitute a guarantee, certification, recommendation, or legal opinion regarding the compliance status, reliability, or fitness of any carrier. The Client is solely responsible for its own business decisions made on the basis of CarrierCheck B.V. results.
- 9.3. Exclusion of liability for data accuracy.** To the maximum extent permitted by Dutch law, CarrierCheck B.V. shall not be liable for any loss, damage, cost, or expense – whether direct, indirect, consequential, or otherwise – arising from or in connection with incorrect, misleading, incomplete, or outdated Carrier Data or verification results provided through the Platform, regardless of whether CarrierCheck B.V. was advised of the possibility of such loss or damage.

- 9.4. No reliance; independent verification.** Verification results are one input into the Client's own due-diligence process and are not a substitute for it. The Client acknowledges and agrees that (i) it will not rely on a verification result as the sole or decisive basis for any decision, transaction or engagement; (ii) it remains responsible for conducting its own checks and forming its own independent judgement before contracting with, paying, or otherwise relying on any carrier; and (iii) CarrierCheck B.V. is not a party to, and bears no responsibility for, any decision the Client makes or any contract the Client enters into with a carrier or any other third party.
- 9.5. Point-in-time snapshot; status indicators.** Each verification result reflects the source data available at the moment the Check is performed and may change at any time thereafter; CarrierCheck B.V. is under no obligation to update a result after it has been returned. Any labels, ratings, scores, flags, colours, icons or other status indicators presented with a result are convenience summaries of underlying source data only. They do not constitute a certification, approval, clearance, accreditation, guarantee, recommendation or legal opinion in respect of any carrier, and must not be presented to or relied upon by any third party as such.

Art. 10. Limitation of Liability

- 10.1. General cap.** To the maximum extent permitted by Dutch law, CarrierCheck B.V.'s total aggregate liability to you for any and all claims arising out of or in connection with these Terms or the Platform shall not exceed the total fees (*excluding VAT*) paid by you to CarrierCheck B.V. in the **three (3) months** immediately preceding the event giving rise to the claim.
- 10.2. Excluded damages.** CarrierCheck B.V. shall not be liable for any indirect, consequential, special or punitive damages, including but not limited to loss of profit, loss of revenue, loss of business, loss of goodwill, loss of anticipated savings, loss or corruption of data, business interruption, or claims by third parties against the Client.
- 10.3. Carve-outs.** The limitations in Articles 10.1 and 10.2 do not apply to: (i) liability for personal injury or death; (ii) damage arising from intentional misconduct or wilful recklessness by CarrierCheck B.V.'s management; (iii) liability for fraud; or (iv) any liability that cannot be excluded or limited under mandatory Dutch law.
- 10.4. Notice, complaint period and time bar.** The Client must inspect each verification result promptly on receipt. Any complaint that a result is incorrect, incomplete or otherwise defective, and any other claim against CarrierCheck B.V., must be notified to CarrierCheck B.V. in writing, with sufficient particulars to allow investigation, as soon as reasonably possible and in any event within thirty (30) days of the date on which the Client discovered, or ought reasonably to have discovered, the relevant facts. A complaint or claim that is not notified within this period lapses and may no longer be brought. In any event, any claim against CarrierCheck B.V. lapses by the mere expiry of twelve (12) months from the date the cause of action arose, unless legal proceedings in respect of that claim have been commenced before that date.
- 10.5. Contributory fault.** Where loss or damage is caused or aggravated by the Client (*or by any person for whom the Client is responsible*), including by the Client's failure to carry out independent verification under Article 9.4, by its provision of inaccurate or incomplete information, or by its use of a result contrary to these Terms, CarrierCheck B.V.'s liability is reduced or excluded in proportion to that contribution, in accordance with Article 6:101 of the Dutch Civil Code.
- 10.6. Allocation of risk.** The Client acknowledges that the fees for the Service have been set on the basis of the allocation of risk in these Terms, including the disclaimers in Article 9 and the limitations in this Article 10, and that CarrierCheck B.V. would not provide the Service on the same commercial terms in the absence of these provisions.

Art. 11. Indemnification by the Client

- 11.1.** The Client will indemnify, defend and hold harmless CarrierCheck B.V., its directors, employees and affiliates against all third-party claims, proceedings, damages, fines, losses, costs and expenses (*including reasonable legal fees*) arising out of or in connection with:
- × the Client's use of, or reliance on, any verification result or Carrier Data, including any decision taken or contract entered into on the basis of a result;
 - × any claim by a carrier or other third party that it has been incorrectly assessed, flagged, characterised or treated as a consequence of the Client's use of the Service or sharing of a result;
 - × the Client's breach of these Terms, including the Acceptable Use provisions in Article 7; and
 - × the Client's infringement of any applicable law or third-party right in connection with its use of the Service.
- 11.2.** CarrierCheck B.V. will notify the Client of any claim to which this Article applies, allow the Client to assume the defence and settlement of the claim (*provided that no settlement which admits liability for, or imposes any obligation on, CarrierCheck B.V. is made without its prior written consent*), and provide reasonable cooperation at the Client's expense.
- 11.3.** This indemnity concerns the Client's own liability to CarrierCheck B.V. and to third parties and is not subject to the cap in Article 10.1, which limits only CarrierCheck B.V.'s liability to the Client. Nothing in this Article requires the Client to indemnify CarrierCheck B.V. against loss to the extent caused by CarrierCheck B.V.'s own fraud, intentional misconduct or wilful recklessness.

Art. 12. Service Availability and No Warranties

- 12.1.** CarrierCheck B.V. will use reasonable efforts to ensure the Platform is available and operational. The Service is provided on a best-efforts basis and no formal uptime SLA applies at this time.
- 12.2.** CarrierCheck B.V. may suspend the Platform temporarily for maintenance, upgrades, or security purposes. Where practicable, advance notice of planned downtime will be given by email and, where possible, outside normal business hours.
- 12.3. No warranties.** To the maximum extent permitted by Dutch law, the Platform, the Service and all verification results are provided on an “as is” and “as available” basis, without warranties or guarantees of any kind, whether express, implied or statutory, including any implied warranty or guarantee of accuracy, completeness, uninterrupted or error-free operation, security, or fitness for a particular purpose. This Article does not affect the carve-outs in Article 10.3 or any liability that cannot be excluded under mandatory Dutch law.

Art. 13. Intellectual Property and Customer Data

- 13.1. CarrierCheck B.V. IP.** All intellectual property rights in the Platform, its design, software, and content – excluding Carrier Data sourced from public registries – are owned by or licensed to CarrierCheck B.V. Nothing in these Terms grants you any right in CarrierCheck B.V.'s intellectual property other than the limited, non-exclusive, non-transferable right to use the Platform during the term of the Subscription.
- 13.2. Client Data ownership.** As between the parties, the Client retains all rights, title and interest in and to Client Data. The Client grants CarrierCheck B.V. a limited, non-exclusive licence to host, store and process Client Data solely for the purpose of providing the Service.

Art. 14. Confidentiality

- 14.1.** Each party will treat as confidential all information of the other party that is marked as such or that should reasonably be understood to be confidential, and will not use or disclose such

information except as necessary to perform the agreement or as required by law. This obligation survives termination for a period of three years.

Art. 15. Force Majeure

- 15.1.** Neither party is liable for any failure or delay in performance to the extent caused by circumstances beyond its reasonable control, including but not limited to acts of government, war, terrorism, civil unrest, pandemic, fire, flood, internet, datacenter or telecommunications failures, denial-of-service attacks, or failures of upstream suppliers. The affected party will give prompt written notice.
- 15.2.** If a force majeure situation lasts longer than 60 days, either party may terminate the agreement by written notice; any prepaid fees for service not delivered will be refunded on a pro-rata basis.

Art. 16. Data Export and Deletion on Termination

- 16.1.** On termination of the Subscription, the Client may request export of Client Data and verification history within **30 days** after the effective termination date, in a structured, commonly used machine-readable format. After this window, Client Data will be deleted from active systems, subject to the retention periods set out in the Privacy Policy and to mandatory legal retention obligations (*in particular Dutch tax law*).

Art. 17. Notices

- 17.1.** Formal notices to CarrierCheck B.V. must be sent by email to info@carriercheck.eu with a confirmation copy by post to Coolsingel 104, 3011 AG Rotterdam, Netherlands. Notices to the Client will be sent to the email address registered to the account. Notices are deemed received on the next business day after sending.

Art. 18. Assignment and Change of Control

- 18.1.** The Client may not assign, transfer or pledge its rights or obligations under these Terms without CarrierCheck B.V.'s prior written consent. CarrierCheck B.V. may assign or transfer its rights and obligations, in whole or in part, to any affiliate or successor entity (*including in connection with a merger, acquisition or sale of assets*) by giving written notice to the Client.

Art. 19. Severability

- 19.1.** If any provision of these Terms is held to be invalid or unenforceable, the remaining provisions remain in full force. The parties will negotiate in good faith to replace the invalid provision with a valid one that achieves, as closely as possible, the original commercial intent. In particular, if any limitation or exclusion of liability is held unenforceable, it shall be reduced or narrowed only to the minimum extent necessary to make it enforceable, rather than struck out in full.

Art. 20. Entire Agreement

- 20.1.** These Terms, together with the Data Processing Agreement and any plan or order details agreed at registration, constitute the entire agreement between the parties in respect of their subject matter and supersede all prior agreements, statements, representations and understandings, whether oral or written.
- 20.2.** The Client confirms that, in entering into this agreement, it has not relied on any statement, representation, assurance or warranty (*whether made negligently or innocently*) that is not expressly set out in these Terms. Nothing in this Article limits or excludes any liability for fraud or fraudulent misrepresentation.

Art. 21. Survival

21.1. The provisions concerning the Carrier Data disclaimer (Art. 9), limitation of liability (Art. 10), indemnification (Art. 11), intellectual property (Art. 13), confidentiality (Art. 14), entire agreement (Art. 20), governing law and disputes (Art. 23), and any other provisions which by their nature are intended to survive, remain in force after termination of the agreement.

Art. 22. Amendments

22.1. CarrierCheck B.V. may amend these Terms from time to time. Material changes will be communicated to registered users by email at least **30 days** before the effective date. Continued use of the Platform after the effective date of the amended Terms constitutes acceptance. If you do not accept the amended Terms, you may cancel your Subscription before the effective date and, for annual plans, receive a pro-rata refund under Article 8.2.

Art. 23. Governing Law and Dispute Resolution

23.1. These Terms are governed by and construed in accordance with the laws of the Netherlands, with the application of the United Nations Convention on Contracts for the International Sale of Goods (1980) expressly excluded.

23.2. Any dispute arising out of or in connection with these Terms that cannot be resolved amicably shall be submitted to the exclusive jurisdiction of the competent court in Rotterdam, Netherlands (*Rechtbank Rotterdam*).

Art. 24. Contact

CarrierCheck B.V.	Coolsingel 104, 3011 AG Rotterdam, Netherlands
KVK	99610558
VAT	NL869060545B01
Telephone (office)	+31 10 307 3779
Email	info@carriercheck.eu
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