

Website Terms of Use

The terms of use for this Aramex Fleet platform (the “Website”) operated by Aramex International LLC (“Aramex”) are applicable to all users (“you” and “your”) of the Website. By accessing the Website, you are deemed to agree to the following terms and conditions, the Privacy Policy and any other relevant policies, terms and conditions and notices (collectively referred to as the “Terms of Use”) which are currently applicable or will be applicable to your use of the Website, without qualification.

If you do not agree to these Terms of Use, then you must stop using or accessing the Website.

1. Registration

While registration is not required for you to use the Website, you will need to register through the Website to create a User Account with us. As a User, you will have access to extra functionality available in the Website.

In order to become a register and create an Account you must complete the Aramex Fleeter registration process. Once Aramex has received your application for registration, you will receive an email confirming that your application has been accepted. You must click on the link contained in this email to activate the registration. Aramex reserves the right to reject any application for registration at its sole discretion.

By completing the registration process, you acknowledge that you are eligible for registration, and you warrant that you have, under the laws of your country, full legal capacity to enter contracts (including, without limitation, that you have attained the applicable legal age for entering contracts) and that the information you provide to Aramex for the purpose of registration is, at the time you provide it, current, complete and accurate, and not misleading or deceptive. All personal information you provide to us when you use the Website will be used and maintained in accordance with our Privacy Policy.

You must log in using your username and password. You must ensure that your password is kept secure and confidential and not revealed to any other person. You acknowledge that you are entirely responsible for your password and you must notify Aramex immediately of any unauthorized use of your password or any other breach of security relating to your account. You acknowledge and agree that Aramex accepts no responsibility for any loss or damage occurring as a result of the fraudulent use of your password, and you release Aramex from all claims arising from the unauthorized use of your password.

You acknowledge that Aramex assumes no responsibility whatsoever for ensuring that any information concerning you or your Company is current, complete or accurate and you agree to maintain and update any such information.

You or Aramex may terminate your registration at any time and for any reason without written notice. Once your registration is terminated by Aramex, you will not be able to access any part of the Website intended for registered users without Aramex’s prior consent.

Where you use the Website to request that Aramex carries out a task on your behalf, we will send an email to the address you submit during the registration process to confirm that we have received your request. Although Aramex makes every effort to ensure the services offered on the Website are as reliable as possible, the nature of the Internet means that we cannot be held liable for any requests in respect of which we do not confirm to you that we have received.

2. Intellectual Property Rights

All intellectual property rights in the contents of the Website are owned by Aramex, its affiliates, or its licensors and is protected by copyright, trademark, and other applicable laws.

All content included on the Website, including without limitations text, graphics, logos, button icons, images, software, films, audio clips, downloads, interfaces, code, software, and the compilation of all content on the Website is the exclusive property of Aramex or its licensors and is protected by international copyright, trademark, and other applicable laws.

All trademarks, logos, service marks and trade names displayed on this Website are the registered and/or unregistered trademarks of Aramex or its affiliates, or third-party trademark or trade name holders.

No part of the Website may be copied, reproduced, modified, transmitted, stored or exploited for commercial gain, as part of any other website or in any other form, whether electronic or otherwise, without the prior written consent of Aramex, except that you may print or download to your hard drive or other storage device extracts from the Website for your own personal or internal business use. Any other use, including the reproduction, modification, distribution, transmission, republication, display, or performance, of the content of the Website is strictly prohibited and constitutes breach of these Terms of Use. Your use of the Website does not entitle you to any intellectual property rights in the contents of the Website other than limited right of use granted to you under these Terms of Use. Any unauthorized use of the Website may result in a violation of intellectual property laws, the laws of privacy and publicity, and communication regulations and statutes.

3. Use of Website

You may not use any “page-scrape”, “robot”, “spider” or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Website, or in any way reproduce or circumvent the navigational structure or presentation of the Website, to interrupt or attempt to interrupt the operation of the Website, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Website.

You may not attempt to gain unauthorized access to any portion or feature of the Website, or any other systems or networks connected to the Website, or to any of the services offered on or through the Website, by hacking, password “mining” or any other illegitimate means.

We reserve the right, at any time, to restrict or terminate your access to, or use of the Website if you breach these Terms of Use or for any other reason whatsoever without notice. Termination or restricting your access or use will not waive or affect any other right or relief to which we may be entitled, at law or in equity.

4. Linking

The contents of the Website may include links to third party websites (“Linked Sites”). These links are provided to you only as a convenience, and are beyond the control of Aramex.

The inclusion of any Linked Site does not imply Aramex’s endorsement of that Linked Site. You acknowledge that your use of, or reliance on, any Linked Site will be at your own risk. Aramex

recommends that you carefully review the privacy policy and all terms and conditions of Linked Sites that you visit.

Aramex may prohibit links to the Website and you must remove or cease any link at Aramex's request. You will not frame any part of the Website content by including advertising or other revenue generating material, without the prior written consent of Aramex.

5. Charges

All prices listed on the Website are, to the best of Aramex's knowledge, accurate at the time of printing. However, the Website may contain inadvertent inaccuracies or typographical errors. These will be corrected at Aramex's discretion, as they are found.

In addition, all prices listed are subject to change at any time without notice. The information on the Website may be updated regularly so inaccuracies may occur during the process.

Aramex reserves the right at any time to charge a fee for access to certain parts of the Website. However, in no event will you be charged for such access unless we obtain your prior agreement to pay.

6. Submitted Materials

You may submit material through the Website provided that:

- a) you warrant that you own or control all rights (including all intellectual property rights) to any submitted material, and that the submitted material complies with these Terms of Use;
- b) you grant Aramex a non-exclusive, royalty-free, perpetual, irrevocable and fully transferable license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute and display your submitted material throughout the world in any media; and
- c) you acknowledge there is no obligation of confidentiality in relation to the submitted material.

You may not upload, distribute or otherwise publish any content on this Website that:

- a) infringes the rights of third parties, including without limitation intellectual property rights;
- b) breaches any applicable local, national or international law or regulation or these Terms of Use;
- c) is fraudulent, or has any fraudulent purpose or effect;
- d) is contrary to public policy and/or accepted moral standards, including but not limited to: obscene or offensive messages; pornographic or sexually explicit images; defamatory or libelous material; material harmful to minors; material promoting discrimination based on race, sex, religion, nationality, disability, sexual orientation or age; material likely to harass, upset, or alarm a third party or cause a third party to harm themselves;
- e) is inconsistent with reasonable use of the Website.

7. Indemnity

You agree to defend, indemnify and hold harmless Aramex and its affiliate companies and their respective officers, directors, employees, agents and representatives from any and all claims, losses, liabilities, expenses, damages and costs (including reasonable legal fees) arising or resulting directly or indirectly from or out of your breach of any of these Terms of Use, or any activity you conduct in connection with the Website. Aramex reserves the right, but not the obligation, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you. In such instances, you agree to cooperate fully with Aramex in the defense of such matter.

8. Export

You assume all responsibility for compliance with all laws and regulations of any country from which you may access the Website regarding access, use, export, re-export and import of any content appearing on or available through the Website.

9. Data Entry

Aramex may retain any data that you provide in the course of using the Website and will do so in accordance with our [Privacy Policy](#). You acknowledge that Aramex may delete this data at any time. You acknowledge that you are solely responsible for maintaining a back-up copy of such data and that Aramex will not be responsible for its loss or deletion.

10. Limitation of Liability

The Website makes certain information and material available to you as a service, either through Aramex, its suppliers, or otherwise. The information and material provided on the Website is provided “as is”, has not been prepared by taking into account the particular objectives, situation or needs of any individual users, and is without warranties of any kind either express or implied.

Aramex does not warrant or make any representations regarding the use or the results of the use of the Website or in Linked Sites in terms of their correctness, accuracy, timeliness, reliability, or otherwise. Aramex will not be responsible for errors or misstatements or be liable, whether in contract, tort (including negligence) or otherwise, for any loss or damage however caused (including direct, indirect, consequential, special losses, or loss of profits). You release Aramex from all claims arising from any statement or representation made on the Website. Your sole and exclusive remedy for any of the foregoing or any dispute with Aramex, our affiliates, and their respective officers, directors, employees, shareholders or agents of any of them, is to discontinue your use of the Website.

To the fullest extent permissible pursuant to applicable law, Aramex excludes all responsibility and liability in relation to the Website, and disclaims all warranties, express or implied, including without limitation implied warranties of merchantability and fitness for a particular purpose. Aramex does not warrant that the functions contained in the Website will be uninterrupted or error-free, that defects will be corrected, or that the Website or the server that makes it available, are free of viruses or other harmful components.

To the maximum extent permitted by law, Aramex, you will indemnify Aramex, its officers and employees against all costs, expenses and damages incurred in connection with any claim brought by a third party against Aramex arising from a breach by you of any of the Terms of Use. You acknowledge that the limitation/exclusion of liability of Aramex, and your indemnity to Aramex, will also apply to all affiliates of Aramex, including any parent or subsidiary companies.

11. Waiver

Aramex’s failure to enforce the strict performance of any provision of the Terms of Use will not constitute a waiver of its right to subsequently enforce such provision or any other provisions of the Terms of Use.

12. Amendments

Aramex reserves the right to change the Terms of Use at any time and without providing you with notice of such changes. You agree that your continued use of the Website constitutes your acceptance of the modified Terms of Use, and you agree that all previous versions of the Terms of Use are superseded by the modified version. You should check these Terms of Use each time you access the Website to check for updates. These Terms of Use were last updated on December 13, 2018.

13. Headings

Headings in these Terms of Use are for convenience only and do not affect the interpretation of these terms and conditions.

14. Severability

If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of the remaining conditions.

15. Law

Your use of the Website and these Terms of Use are governed by and construed in accordance with the laws and regulations of Dubai International Financial Center (“DIFC”).

16. Contact

If you have any questions, concerns or complaints in relation to the Website or the Terms of Use please contact Aramex Fleet Support Team at fleetsupport@aramex.com.