Archived version — no longer in force. Terms of Use — effective 5 July 2023. Published by Ectaro B.V. for reference. The current Terms of Use are at https://ectaroship.nl/terms-of-use/

Terms of Use

Effective Date: 05.07.2023

Welcome to EctaroShip, provided by Ectaro B.V. (“we,” “our,” or “us”). By accessing or using our web application (“EctaroShip” or “Service”), you agree to comply with and be bound by these Terms of Use (“Terms”). If you do not agree with these Terms, please do not use our Service.

1. Acceptance of Terms

By accessing or using EctaroShip, you affirm that you are of legal age to enter into a binding agreement and that you have read, understood, and agree to these Terms and our Privacy Policy.

2. Use of Service

You may use EctaroShip for your legitimate business purposes in accordance with these Terms. You agree not to:

- Use the Service for any illegal, unauthorized, or unethical purpose.
- Interfere with or disrupt the Service or servers.
- Violate any applicable laws or regulations.
- Attempt to gain unauthorized access to any part of the Service.
- Use any automated means to access the Service.

3. User Accounts

To use certain features of the Service, you may need to create a user account. You are responsible for maintaining the confidentiality of your account information and are liable for all activities that occur under your account.

4. Payments

- We utilize Mollie (Operated by Mollie BV) as our designated payment provider. Only payments via the SEPA direct debit payment method through Mollie are accepted. For detailed payment-related information, please refer to Mollie’s official website (https://www.mollie.com/).
- Users are bound to fulfill payment obligations for shipping labels and processing fees, as indicated on pricing page (Settings : Shipping rates) or agreed upon through specific arrangements with EctaroShip. Additionally, users are responsible for remitting any additional charges (https://ectaroship.nl/?page_id=8325&lang=en) assessed by shipping carriers (billed and collected by EctaroShip).
- EctaroShip initiates automatic weekly charges for the aforementioned fees, unless otherwise specified.
- In cases of unpaid payments, users will be promptly notified via email or other appropriate communication channels. Failure to complete the payment process within 3 working days subsequent to the issuance of the warning message will result in an agreement by the user to remit a late payment fee of €350, a surcharge of 5 percent of the outstanding payment, and any costs incurred due to ensuing legal proceedings.

5. Insurance and Warranty

EctaroShip does not provide any form of insurance or warranty for shipments. Users are solely responsible for arranging any necessary insurance coverage.

6. Limitation of Liability

EctaroShip shall not be held liable for consequential damage or loss, inclusive of but not restricted to lost profits, diminished savings, intangible losses, trade deficits, or environmental harm. This exemption from liability remains applicable irrespective of the underlying basis for potential claims.

7. Indemnification

By utilizing EctaroShip, you commit to indemnify and absolve Ectaro BV from any claims, losses, liabilities, expenditures, damages, and costs stemming from your use of EctaroShip or breach of these Terms.

8. Termination

We retain the prerogative to suspend or terminate your access to EctaroShip at our discretion, devoid of prior notice or liability, for reasons deemed appropriate by us.

9. Amendments to Terms

Modifications to these Terms may be enacted periodically, with the revised version taking effect upon publication. Continued utilization of EctaroShip post alterations signifies your acceptance of the updated Terms.

10. Governing Law

These Terms are subject to the jurisdiction and laws of the Netherlands. Any disputes stemming from or associated with these Terms shall be exclusively under the purview of the competent courts within the Netherlands.

11. Communication

By using EctaroShip, you consent to receiving important communications from us via email, notifications on the platform, or other communication channels relevant to your use of the Service.

12. Data Usage and Privacy

Please review our Privacy Policy to understand how your data is collected, used, and shared while using EctaroShip.

13. User Conduct

You agree not to engage in any conduct that may disrupt or interfere with the proper functioning of EctaroShip, other users' experience, or our systems.

14. Intellectual Property

All intellectual property rights related to EctaroShip, including but not limited to trademarks, logos, and software, are the exclusive property of Ectaro BV.

15. Confidentiality

- Users agree to treat all information obtained through the use of EctaroShip, including but not limited to business processes, pricing structures, and technical details, as strictly confidential.
- Users shall not disclose, share, or reproduce any confidential information without the express written consent of Ectaro BV.
- The obligation of confidentiality shall continue beyond the termination of these Terms.

16. Force Majeure

We shall not be liable for any failure or delay in performance due to circumstances beyond our reasonable control, including but not limited to natural disasters, acts of government, or power outages.

17. Complaints

- Complaints are to be submitted in writing via the ticket system on the support page in the user panel or by sending an email to our designated support email address support@ectaroship.nl.

- If the User fails to notify EctaroShip in writing of a non-compliant item/service/product within 5 days of the occurrence, the User may no longer claim non-compliance.
- Any complaints regarding EctaroShip's invoices must be submitted in writing within 5 days of the invoice date. Once this duration has lapsed, objections will cease to be considered, and the Customer will forfeit any alleged rights associated with such objections.

18. Security

- EctaroShip employs reasonable technical and organizational measures to safeguard the Services, Data, and Product.
- Security measures are designed to protect against unauthorized access, data breaches, and other security vulnerabilities.

If you have any question about EctaroShip's terms of use, please contact with us via email support@ectaroship.nl