

## **PRIVACY POLICY**

**NAVIA USA, LLC**

**LAST UPDATED: DECEMBER 15, 2025**

**Your privacy is a top priority for us. This Privacy Policy (“Privacy Policy”) describes how we – NAVIA USA, LLC, and its respective parent, affiliate, and subsidiary companies, divisions, or designees (“us,” “we,” or “NAVIA”) – collect, use, protect, and share your personal information in the course of operating our business.**

**NAVIA provides freight forwarding and logistics services to assist our clients with managing the shipping and transport of their cargo, their inventory, and their supply chains. This Privacy Policy applies to the personal information we collect in association with your interactions with us. It also describes the privacy choices and rights available to you.**

**READ THIS PRIVACY POLICY CAREFULLY. BY ACCESSING OR USING ANY “NAVIA SERVICES” (DEFINED BELOW), YOU AGREE THAT YOU HAVE READ AND AGREED TO THE COLLECTION, USE, AND SHARING OF YOUR PERSONAL INFORMATION AS DESCRIBED IN THIS PRIVACY POLICY. IF YOU DO NOT AGREE TO THE TERMS OF THIS PRIVACY POLICY, PLEASE DO NOT ACCESS OR USE THE NAVIA SERVICES.**

**1. PURPOSE OF POLICY.** As mentioned, this Privacy Policy applies to the personal information we collect in association with your interactions with us. This includes, but is not limited to, when you access or use our website located at [naviafreight.com](https://naviafreight.com), our online platforms Navia Hub and Navia Connect located at [naviahub.com](https://naviahub.com), mobile or tablet websites, services available and accessible via our websites, electronic services, social media and networking sites, interactive features, software, technology, tools, content, and any other materials or any other online activities or platform we own or control (collectively, the “NAVIA Site”); purchase our goods or services or otherwise transact with us; engage in business communications and other online and offline business interactions; interact with our authorized third party service providers, business partners, and vendors; and contact or communicate with us via phone, email, or other methods (together with the NAVIA Site, collectively, the “NAVIA Services”). We created this Privacy Policy to give you confidence as you access and use the NAVIA Services, and to demonstrate our commitment to fair information practices and the protection of privacy. This Privacy Policy is only applicable to the NAVIA Site and not to any other third-party websites that you may be able to access from the NAVIA Site, each of which may have data collection and use practices and policies that differ materially from this Privacy Policy. NAVIA encourages you to review the privacy policies and terms of use of each and any third-party site that you visit. Additional or different privacy notices may apply to certain of the NAVIA Services. If a different or supplemental privacy notice applies, this will be clearly disclosed to you.

**2. AGREEMENT TO TERMS OF PRIVACY POLICY.** All activities in which you may engage through the NAVIA Services are voluntary. You are not required to provide any personal information to us unless you choose to access features of the NAVIA Services that require such information. If you do not agree with the terms of this Privacy Policy or other terms of use on the NAVIA Site, then you should immediately exit the NAVIA Site and discontinue using the NAVIA

Site. If you do not agree with the terms of our Privacy Policy and our other terms of use, please do not provide us with personal information, and exit the NAVIA Site. By accessing and using the NAVIA Services, you signify that you agree to the terms of this Privacy Policy as well as to our terms of use.

**3. EFFECTIVE DATE OF AND CHANGES TO PRIVACY POLICY.** This Privacy Policy is effective as of the date “Last Updated”, above, and will remain in effect except with respect to any of its provisions that are changed in the future, in which case the changes will become effective on the date they are posted on the NAVIA Site or we otherwise notify you of the changes. We reserve the right to change this Privacy Policy at any time. Changes, modifications, additions, or deletions will be effective immediately upon their posting to the NAVIA Site. You should check this Privacy Policy periodically as its terms may change from time to time. Your continued use of the NAVIA Site after we post any such modifications will constitute your acknowledgment of the modified Privacy Policy and your agreement to abide and be bound by the modified Privacy Policy. We will also revise the “Last Updated” date found at the beginning of this Privacy Policy when we post changes to it. At minimum, NAVIA generally updates its Privacy Policy on an annual basis.

**4. DISCLAIMERS.** This Privacy Policy does not extend to anything that is inherent in the operation of the Internet, and therefore beyond NAVIA’s control, and is not to be applied in any manner contrary to applicable law or governmental regulation. This Privacy Policy only applies to information collected through the NAVIA Services.

**5. NO USE OF THE NAVIA SITE BY PERSONS UNDER 18 PERMITTED.** NAVIA intends only persons who are 18 years or older to use the NAVIA Site. Personal information submitted by a person under the age of 18 will not be accepted. Any general information provided by a person under the age of 18 and gathered (for example, through the use of cookies) during his or her visit may be used as indicated in this Privacy Policy. NAVIA is committed to protecting the privacy of children and has no intention of collecting personal data from children under the age of 18. We encourage parents and guardians of children under 18 to regularly check and monitor their children’s use of email and other activities online.

**THE NAVIA SITE IS NOT INTENDED FOR ANYONE UNDER THE AGE OF 18. IF YOU ARE BETWEEN THE AGES OF 13 TO 17 YEARS, YOU MUST ACCESS AND/OR USE THE NAVIA SITE ONLY WITH THE PERMISSION AND INVOLVEMENT OF YOUR PARENT OR GUARDIAN.**

**6. NOTICE CONCERNING CHILDREN UNDER 13.** The NAVIA Site is a general audience site, and we do not direct any of our content specifically at children under 13 years of age. We understand and are committed to respecting the sensitive nature of children’s privacy online. If we learn or have reason to suspect that a NAVIA Site user is under age 13, we will promptly delete any personal information in that user’s account.

## **7. INFORMATION COLLECTION PRACTICES.**

Depending on how you use the NAVIA Services, we may ask you to share personal information with us. Whether you choose to give us information is completely up to you; however, if you choose to withhold information, you may not be able to fully utilize the NAVIA Services.

**What Information Does NAVIA Collect?** We will receive, collect, store, and process information, including personal information, when you interact with us and access and use the

NAVIA Services. We consider “personal information” to mean information about you that specifically identifies you, or, when combined with other information we have, can be used to identify you (such as your name and email address), as well as certain non-identifying information that alone cannot identify you (such as IP address and cookies), where expressly required by applicable laws. You choose to give us certain information when using the NAVIA Services. This generally includes but is not limited to the following types of information:

- Contact Information: your name, user name(s), password(s), postal address(es), business information and job title, driver's license, email address(es), telephone number(s), or other addresses at which you are able to receive communications, including your street address or post office box, city, state, and zip code.
- Commercial Information and Payment and Transaction Information: services purchased, obtained, or considered from us, your bank account number, your credit or debit card number, your signature, and other financial information.
- Customer Records: freight forwarding and logistics information, including shipping and handling information, insurance claim information, and other documents that contain personal information.
- Location, Demographic, and Employment Information: locational and geo-locational information, such as communities or neighborhoods; demographic information, such as birth date, age, and gender; and employment information, such as work history and prior employers. If you visit the premises we operate or manage in the United States, we may also record your image and/or voice through the use of Closed-Circuit Television (CCTV) systems footage of you via our CCTV devices.
- Internet Activity and Information: your browsing history, search history, IP address, and location information about a particular individual or device.
- Content and General Feedback: information you provide when you interact with us and the NAVIA Site, such as email, online form, and other communications, as well as content you post on the NAVIA Site, including on message boards or social media, or information, reviews, opinions, or testimonials you submit about us.

**When Does NAVIA Collect This Information?** We may collect information when you interact with NAVIA and the NAVIA Site, for example when you:

- Access or use the NAVIA Site or purchase the NAVIA Services.
- Provide us with such information directly, or from other individuals acting on your behalf.
- Register or create or edit your client account, or otherwise access and use your client account via the NAVIA Site, including Navia Hub and Navia Connect.
- Sign up to receive our email newsletter and receive news, information, and exclusive offers, etc., or download content from the NAVIA Site.
- Contact us and submit inquiries regarding goods or services, general information, online demonstrations, and marketing, or regarding a career with us.

- Fill out online surveys, questionnaires, or forms.
- Post comments, or submit or upload photos or videos, reviews, testimonials, ratings, or other information and content to the NAVIA Site, including to our social media.
- Participate in NAVIA Site trade promotions.
- Send emails to us, including attached files.
- Open or respond to our emails.
- Contact customer support.

At any time, you may indicate your preference to stop receiving further communications from us as further detailed below.

**How Do We Use Your Information?** In general, information you submit or share with us is used by NAVIA for various purposes, including but not limited to the following:

- To provide you with the NAVIA Services (including freight forwarding services, customs consultancy services, logistics services, and e-commerce services), and to otherwise fulfill your requests for products, goods, and services, and process and deliver your transactions and orders.
- To provide you with updates and information relating to your cargo including dispatch and tracking information.
- To enable your access to and use the NAVIA Site features, as well as to allow you to participate in interactive features of the NAVIA Site when you choose to do so.
- To create and manage your account with NAVIA.
- To provide you with information in response to your inquiries, and to provide you with customer support.
- To personalize your experience and to allow us to deliver the type of content, advertising, and offerings in which you are most interested.
- To provide, maintain, protect, develop, and improve the NAVIA Site, and to notify you about changes to the NAVIA Site.
- To perform various services, including maintaining or servicing accounts, providing customer support, processing or fulfilling orders and transactions, verifying customer information and identity, processing payments, providing advertising or marketing services, providing analytic services, or providing similar services.
- To administer trade promotions, surveys, or other NAVIA Site features.
- To send periodic emails (including SMS) regarding your account.
- To email you information about the NAVIA Services, including the email newsletter.

- To mail information about the NAVIA Services and marketing materials.
- To receive and respond to job-related inquiries and hire new talent.
- To offer you additional information, opportunities, promotions, and functionality from us or on our behalf.
- To assist us in taking data security precautions and to engage in fraud prevention, detection, and remediation.
- To detect, prevent, and address technical issues.
- To comply with applicable international, federal, state, provincial and local laws, directives, rules, regulations, and ordinances; civil, criminal or regulatory investigations; or other legal requirements, such as court orders.

**Information Collected Via Technology – Do We Use “Cookies”?** As you use the NAVIA Site, certain information may be passively collected and stored on our service providers’ server logs, including your device information (e.g., Internet protocol address, browser type, device settings, and operating system) and usage information (e.g., the NAVIA Site you use, the time and duration of your use of the NAVIA Site, and other information about your interaction with content offered through the NAVIA Site) (collectively, “Log Data”). We use Log Data to administer the NAVIA Site and we analyze (and may engage third parties to analyze) Log Data to improve, customize, and enhance the NAVIA Site by expanding features and functionality and tailoring them to our users’ needs and preferences.

An Internet protocol address, or “IP Address,” is a number that is automatically assigned to your computer when you use the Internet. Your IP address enables us to identify your computer or device on a Transmission Control Protocol/Internet Protocol (TCP/IP) network, which includes the World Wide Web. Such general information, including cookies and click stream data, as mentioned herein, may be collected from you whenever you access the NAVIA Site, whether or not you provide us with any other personal information. In some cases, your IP Address stays the same from browser session to browser session; but, if you use a consumer internet access provider, your IP Address probably varies from session to session. We may also use a person’s IP address for security purposes to fight spam, malware, and identity theft. We also use the IP address to generate aggregate, non-identifying information about how our NAVIA Site is used. We also use cookies and navigational data, like Uniform Resource Locators (“URLs”), to gather information regarding the date and time of your visit and the solutions and information for which you searched and viewed, or on which of the advertisements displayed on the NAVIA Site you clicked.

“Cookies” are small pieces of information that a website sends to your computer’s hard drive while you are viewing the NAVIA Site. They are used to help us understand your preferences based on previous or current NAVIA Site activity, which enables us to provide you with improved services. We also use cookies to help us compile aggregate data about NAVIA Site traffic and NAVIA Site interaction so that we can offer better NAVIA Site experiences and tools in the future. We may use both session cookies and persistent cookies to identify that you have logged into the NAVIA Site and to tell us how and when you interact with the NAVIA Site. We may also use cookies to monitor aggregate usage and web traffic routing on the NAVIA Site and to customize and improve the NAVIA Site. Unlike persistent cookies, session cookies are deleted when you log off from the NAVIA Site and close your browser. You can manage your

cookie preferences via your browser settings; however, if you choose to disable this function, your experience at the NAVIA Site may be diminished and some features may not work as they were intended. Some third-party service providers that we engage (including third-party advertisers) may also place their own cookies on your browser. Note that this Privacy Policy covers only NAVIA's use of cookies and does not include use of cookies by such third-parties. Please see our detailed cookies policy (available at [Navia Freight Cookie Policy \(windows.net\)](#)) for further details of the types of information collected and how you can control what information is collected.

**Click Stream Data.** When you visit the NAVIA Site, we may also collect "click stream data" (e.g., server address, domain name). This information can be combined with information you have provided to us by registering, for example, which will enable us to analyze and better customize your visits. We may use click stream data for traffic analysis or e-commerce analysis of the NAVIA Site, to determine which features of the NAVIA Site are most or least effective or useful to you.

**Information from Third Party Sources.** We may receive information about you from publicly and commercially available third-party sources, as permitted by law, which we may combine with other information we receive from or about you, including from companies that collect consumer information such as demographic and interest data. In addition, if you access third party services, such as Facebook, LinkedIn, or YouTube, from the NAVIA Site, to log into the NAVIA Site, or to share information about your experience, we may collect information from these third-party services. We encourage you to review the privacy policy and any terms and conditions for the social media platform(s) you select.

We may receive information from our clients, who may provide us with shipping information (such as pickup and delivery addresses) and other documents that contain personal information about their customers for this purpose. If you are a customer of a business that uses the NAVIA Services, we may receive certain personal information about you in this context. Likewise, we may receive information via service partners and providers, contractors, suppliers, vendors, advertisers, recruitment agencies, employers, business partners, and other third parties.

**Mobile and Location Information.** NAVIA Site features may be accessible from web-enabled mobile devices. The intent is to provide screens that are optimized for the size of the screen and operating systems. On some devices, functionality may be limited. If you use mobile-enabled services provided by the NAVIA Site, we may receive information about you from your mobile device. This may also include information about your precise location if you have enabled location-based services on your mobile device. We may also receive information about your device and may have access to your camera, microphone, or other device services or hardware. Some devices may allow you to opt out of this collection or access, and in those cases, you may be able to subsequently stop the collection or access. Please review your device settings for more information.

**Other Information We Collect.** We also may collect other information about you, your device, or your use of the NAVIA Site in ways that we describe to you at the point of collection or otherwise with your consent.

**Modifying, Deleting Your Information.** You can access and modify the information you provide to us via your account on the NAVIA Site or by contacting us in accordance with the "Contact Us" section below (i.e., either by phone, mail, or email). If you want us to delete your information, please contact us in writing with your request, at [privacy@naviafreight.com](mailto:privacy@naviafreight.com) or via

mail in accordance with the “Contact Us” section below. We will take steps to delete your information as soon as is practicable, but some information may remain in archived/backup copies for our records or as otherwise required by law. You can adjust your communication preferences at any time, including opting out of promotional mailings, from your account.

**How Long We Keep Your Information.** We will retain your information for as long as you use the NAVIA Services and for a limited period after you cease using the NAVIA Services for billing and collection purposes. NAVIA keeps your personal information only as long as we need it for legitimate business purposes and as permitted by applicable law.

**8. OTHER NAVIA SITE USER ACCESS TO YOUR INFORMATION.** Portions of the NAVIA Site, such as social networking sites, are provided to you so that you can post reviews and recommendations. As such, the main sharing of your information is with other NAVIA Site users. By voluntarily disclosing information about yourself on the NAVIA Site, including on your public profile, you share such information with other NAVIA Site users. You understand and acknowledge that the content you share on the NAVIA Site is information that may be publically viewable on a public forum – once you post your content, NAVIA is unable to control what other users may do with that content. We ask that you protect your private information and that of your family by not posting or publishing any information that you do not want in the public domain. You may restrict the audience for all or part of your profile or for certain content or information about you by adjusting the settings on your account.

**9. THIRD PARTY ACCESS TO YOUR INFORMATION.** Although you are entering into an agreement to disclose your information to us pursuant to this Privacy Policy, we do use third party individuals and organizations to assist us, including contractors, web hosts, app developers, and others. Throughout the course of our provision of the NAVIA Services to you, we may delegate our authority to collect, access, use, and disseminate your information. For example, our web host stores the information that you provide us, and we may hire outside contractors to perform maintenance or assist us in securing our website, or, our online and mobile interface provider develops and hosts a mobile application for us. It is therefore necessary that you grant the third parties we may use in the course of our business the same rights that you afford us under this Privacy Policy. For this reason, you hereby agree that every authorization that you grant to us in this Privacy Policy, you also grant to any third party that we may hire, contract, or otherwise retain the services of for the purpose of operating, maintaining, repairing, or otherwise improving or preserving the NAVIA Services or its underlying files or systems. You agree not to hold us liable for the actions of any of these third parties, even if we would normally be held vicariously liable for their actions, and that you must take legal action against them directly should they commit any tort or other actionable wrong against you.

**10. THIRD PARTY USE AND DISCLOSURE OF INFORMATION.** Except as otherwise stated in this Privacy Policy, we do not sell, trade, rent, or otherwise share for marketing purposes the personal information that we collect with third parties, unless you ask or authorize us to do so.

However, we may provide your personal information to third party service providers or affiliates to perform business functions on our behalf or in conjunction with us. Our service partners may use your personal information to operate the NAVIA Site and to deliver their services. For example, we may use third parties to help us make our products, goods, and services available to you, fulfill orders you may have placed, process credit card payments, provide customer service, ship postal mail and packages, deliver your mail and packages, conduct market research or information analysis, manage promotions, and contact you in connection with the

NAVIA Services. We limit information provided to the aforementioned affiliate and third-party service providers to the extent necessary for them to provide the services and require such service providers to promise not to use such information except as necessary to provide the relevant services to us. In these instances, we may need to provide your information to these third-parties for such purposes. We will encourage our service partners to adopt and post privacy policies; however, the use of your personal information by our service partners is governed by the privacy policies of those service partners and is not subject to our control.

Additionally, in the event we go through a business transition such as a merger, acquisition by another company, or sale of all or a portion of our assets, your personal information may be among the assets transferred. You acknowledge that such transfers may occur and are permitted by this Privacy Policy, and that any acquirer of ours or that acquirer's assets may continue to process your personal information as set forth in this Privacy Policy.

We may also disclose your personal information if we believe in good faith that such disclosure is necessary to (A) respond to subpoenas, court orders, or legal process, or if we need to establish or exercise our legal rights or defend against legal claims; (B) share information in order to investigate, prevent, or take action regarding illegal or unethical activities, suspected fraud, situations involving potential threats to the physical safety of any person, violations of our Terms of Use, or as otherwise required by law; (C) to protect our property, rights, and safety and the rights, property, and safety of third parties or the public in general; or (D) restrict or inhibit any user from using our NAVIA Site, including, without limitation, by means of "hacking" or defacing any portion thereof.

**You hereby consent to us sharing your personal information under the circumstances described herein. If you do not want us to use or disclose personal information collected about you in the manner identified in this Privacy Policy, you may not use the NAVIA Services.**

**11. COMMERCIAL EMAILS.** You may choose not to receive commercial emails from us by following the instructions contained in any of the commercial emails we send or by logging into your account and adjusting your email preferences. Please note that even if you unsubscribe from commercial email messages, we may still email you non-commercial emails related to your account and your transactions regarding the NAVIA Services. You may update your subscription preferences at any time.

**12. SECURITY.** We are committed to protecting the security of your personal information. We use a variety of industry-standard security technologies and procedures to help protect your personal information from unauthorized access, use, or disclosure. Even though we have taken significant steps to protect your personal information, no company, including us, can fully eliminate security risks associated with personal information. The NAVIA Site has security measures in place to prevent the loss, misuse, and alteration of the information that we obtain from you. Please keep in mind, however, that whenever you give out personal information online there is a risk that third parties may intercept and use that information. While NAVIA strives to protect your personal information and privacy, we cannot guarantee the security of any information you disclose online. By using the NAVIA Site, you expressly acknowledge and agree that we do not guarantee the security of any data provided to or received by us through the NAVIA Site, and that any personal information, general information, or other data or information received from you through the NAVIA Site is provided to us at your own risk, which you expressly assume. You further understand and acknowledge that portions of the NAVIA Site, including the online product and service reviews and testimonials, blog, and social media



to which users publish content, is a public forum. We remind you to protect your private information and that of your family by not posting or publishing any information that you do not want in the public domain.

**13. THIRD PARTY WEBSITES.** The NAVIA Site may contain links to other websites or mobile applications. This includes services in connection with third party "social media" and other sites that would allow personal information to be transferred to such third parties (e.g., Instagram, Facebook, LinkedIn, YouTube, X (Twitter), Zoom, Google+, etc.). If you choose to visit other websites or mobile applications, we are not responsible for the privacy practices or content of those other websites or mobile applications, and it is your responsibility to review the privacy policies at those websites or mobile applications to confirm that you understand and agree with their policies. To protect your information, we recommend that you carefully review the privacy policies of other third-party websites and services that you access.

**14. CALIFORNIA NOTICE.** If you are a California resident, you may be able to exercise additional rights granted by California law in relation to the personal information about you that we have collected (subject to certain limitations). For additional information concerning these rights, please review our [California Notice](#).

**15. GLOBAL PRIVACY CONTROL.** Global privacy control ("GPC") is also known as a universal opt-out preference signal, which allows users to automatically communicate their privacy preferences to every website they visit. We do not currently sell or share personal data, and we do not use targeted advertising; therefore, any opt out of the sale or sharing of personal data or opt out of targeted advertising within the GPC is not applicable. If applicable in the future, we will honor the GPC universal opt-out mechanism. The GPC has been recognized by the California Attorney General. To learn more about the GPC, you can visit its website here: <https://globalprivacycontrol.org/>.

**16. NOTICE TO RESIDENTS OF COUNTRIES OUTSIDE THE UNITED STATES OF AMERICA.** Your information may be transferred to, and maintained on, computers located outside of your state, province, country, or other governmental jurisdiction where the privacy laws may not be as protective as those in your jurisdiction. By using the NAVIA Site or giving us your personal information, you are directly transferring your personal information and non-identifiable information to us in the United States. The United States may not have the same level of data protection as your jurisdiction. However, you agree and consent to our receipt, collection, transfer, and processing of your personal information and non-identifiable information in accordance with this Privacy Policy. You are solely responsible for compliance with any data protection or privacy obligations in your jurisdiction when you use the NAVIA Site or provide us with personal information. Regardless of where we transfer your information, we still protect your information in the manner described in this Privacy Policy.

**17. CLASS ACTION WAIVER.** ANY DISPUTE RESOLUTION PROCEEDINGS, WHETHER IN ARBITRATION OR COURT, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION OR AS A NAMED OR UNNAMED MEMBER IN A CLASS, CONSOLIDATED, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL LEGAL ACTION. YOUR ACCESS AND CONTINUED USE OF THE NAVIA SITE SIGNIFIES YOUR EXPLICIT CONSENT TO THIS WAIVER. THE ARBITRATOR IS NOT GIVEN AUTHORITY TO CONDUCT CLASS ARBITRATION.

**18. CONTACT US.** If you have any questions about this Privacy Policy, our practices related to the NAVIA Services, or if you would like to have us modify or remove and delete your personal information from our database, please contact us at:

NAVIA USA, LLC  
Attn: Privacy Officer  
200 N. Martingale Road, Suite 400  
Schaumburg, Illinois 60173, U.S.A  
Email: [privacy@naviafreight.com](mailto:privacy@naviafreight.com)  
Phone: 1-833-209-2270

When contacting us, please clearly state your request, including your name, mailing address, email address, and phone number.