

**TERMS AND CONDITIONS OF USE
FIND MY CARRIER, LLC**

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1. ACCEPTANCE OF TERMS OF USE

This website www.findmycarrier.com is owned and operated by Find My Carrier, LLC, its subsidiaries, related companies, agents, or representatives (“FMC”). This site and the services provided by FMC are collectively referred to as the “Site” as used in these terms. These Terms and all other documents referenced herein govern the relationship between you and FMC (the “Terms”).

ACCESS AND USE OF THIS SITE ARE PROVIDED BY FMC TO YOU ON CONDITION THAT YOU ACCEPT THESE TERMS, CONDITIONS, AND CHARGES FOR SERVICES OFFERED. YOU ACCEPT THAT THE AGREEMENT FORMED BY THESE TERMS IS LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU, AND YOU AGREE TO BE BOUND BY, AND FULLY COMPLY WITH, ITS TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO ACCEPT AND ABIDE BY THESE TERMS THEN YOU MUST IMMEDIATELY LEAVE THIS SITE AND NOT ACCESS OR USE IT IN THE FUTURE OR SEEK TO PURCHASE SERVICES FROM FMC.

FMC does not knowingly or intentionally collect personal information from children under the age of 18. This Site is directed at adults and is intended for use only by adults over the age of 18. If you are under the age of 18, you **MUST** not submit any personal information to FMC at or through this Site, you **MUST** not use the Site, and **YOU MUST ASK** an adult for assistance.

2. CHANGES TO TERMS AND THE SITE

FMC recommends that you return periodically to ensure you are familiar with the most current version of these Terms. FMC reserves the right at any time to change: (a) these Terms; (b) the Site, including terminating, eliminating, supplementing, modifying, adding or discontinuing any content, feature, data, service, or access on or available through the Site; or (c) the equipment, hardware or software required to use and access this Site. Any such changes will be effective immediately upon publishing notice which FMC may provide by any means including without limitation posting updated Terms to the Site. Your continued use of this Site after such notice will be deemed acceptance of those changes. If you do not agree then you must immediately leave this Site and not access or use this Site in the future.

3. FMC ROLES AND RESPONSIBILITIES

FMC provides this Site as a marketplace for communication between shippers and carriers to streamline transportation workflows. FMC is an independent contractor of both shipper and carrier to each transaction and is in no event an agent or employee of, or sponsored or endorsed by, either party. FMC does not screen shippers or carriers, or verify the accuracy of any information submitted by either, and bears no responsibility or liability to shippers or carriers arising out of or

related to their engagement of one another. YOU ACKNOWLEDGE AND AGREE THAT FMC IS SOLELY PROVIDING THE SITE AS A FACILITATOR TO YOUR TRANSACTIONS, AND IS NOT AND WILL NOT AT ANY TIME PERFORM OR OFFER TO PERFORM ANY DUTIES AS SHIPPER OR ANY TRANSPORTATION SERVICES PROVIDER INCLUDING CARRIER, FREIGHT FORWARDER, BROKER, OR OTHER FORM OF INTERMEDIARY.

4. SHIPPER ROLES AND RESPONSIBILITIES

Shippers who use this Site present freight and specific transportation needs in order to obtain quotes from carriers who will provide those transportation services. Your selection of a carrier constitutes acceptance of that carrier's terms of service, including any rule or rate tariff, which may be published on the Site or otherwise available to you and which supersedes these Terms with respect to the transportation services you receive from the carrier. If you are a shipper then you represent and warrant that you have: (a) submitted true, accurate, and correct information regarding yourself, your freight, and the circumstances of your shipment; (b) sufficient right, title, and interest in and to the freight allowing you to tender it for transportation; and (c) not and will not violate any applicable law or regulation of any governmental authority with jurisdiction over you, your freight, or the transportation services you are requesting. You acknowledge and agree that your use of this Site and selection of a carrier is based upon your independent judgment and determination, and that you solely bare the risk of such choice.

5. CARRIER ROLES AND RESPONSIBILITIES

Carriers who use this Site present shippers with quotes to meet their specific transportation needs for the cargo presented. If you are a carrier, you represent and warrant that you have: (a) submitted a reasonable quote inclusive of all rates, charges, and fees required to complete the requested transportation services; (b) submitted true, accurate, and correct information regarding yourself and your business; (c) all required licenses, permits, authorities, insurance, and bonding, necessary to provide your services and you will maintain each at all times during the performance of your services; (d) verified that your personnel including any independent contractors have all required training, licenses, permits, authorities, insurance, and bonding, necessary to provide their services and will ensure that they maintain each at all times during performance of their services; (e) verified that all equipment you or your personnel including any independent contractors will use in performance of the transportation services are in good condition for safe and lawful operation; and (f) not and will not violate any applicable law or regulation of any governmental authority with jurisdiction over you, your company, or the transportation services you are providing. You acknowledge and agree that your use of this Site and offer to service a shipper is based upon your independent judgment and determination, and that you solely bare the risk of such choice.

6. PAYMENT FOR TRANSPORTATION SERVICES

FMC's transaction fee to shippers is determined as \$4.95 unless another volume-based rate is agreed by FMC. Shippers are responsible for ALL CHARGES IN THEIR ENTIRETY associated with the carrier's performance of transportation services including any linehaul, accessorial, detention, and any other amounts set forth in the carrier's rules and rates tariffs. As a shipper, you acknowledge that the actual charges you owe to carriers may exceed the amount stated in your

quote due to the accuracy of the information you provided and the actual services required in order to complete the transportation of your goods. You agree that FMC shall be entitled to all costs of collection for its transaction fee, including reasonable attorney's fees and interest at 15% per annum or the highest rate allowed by law, whichever is less, in any dispute regarding amounts you owe to FMC.

All FMC invoices will be submitted to shippers electronically by e-mail at the address provided. Shippers will be subject to credit checks and also credit approval from the respective carriers based on the credit limits each carrier may establish from time to time. All payments are due from shippers with approved credit within 21 days from the invoice date. All payment must be instead completed by credit card if your: (a) credit is not approved by the carrier; (b) amount due exceeds the credit limit established by the carrier; (c) account is past due; or (d) account is suspended or restricted by FMC for any reason in its sole discretion. FMC charges you an additional credit card processing fee of 3% for each transaction. You consent to FMC's pre-authorization of estimated charges on your credit card, including FMC's transaction fee and the servicing carrier's rates, at the time you select the carrier in addition to a 10% (or \$50 whichever is higher) charge for contingencies. The final charges will be settled on your credit card account upon completion of the transportation.

As a shipper, you agree that FMC's collection of its fees, offering the Site, and receipt and remittance of your funds does not change its role in any transaction or otherwise render it a transportation services provider or any other party responsible for transporting your goods or paying your claims. You acknowledge that your failure to pay FMC's fees, or to permit payment, may delay your transportation services and result in additional charges or interest. Your authorization under this Section does not in any way relieve you of your responsibility to the carrier for charges owed as a result of services rendered. FMC's remittance to your carrier is final and will not be reversed by FMC under any circumstance. The existence of an actual or alleged freight claim does not relieve you of your responsibility to pay the carrier for services performed.

FMC does not charge any transaction fee to carriers participating in the Site. Carriers must accept and agree to authorize FMC to collect charges from shippers amounts owed for services rendered and to remit the same as instructed in FMC's capacity as an independent contractor. As a carrier, you acknowledge that you are solely responsible for determining the creditworthiness of any shipper in advance of your acceptance of any tender. You agree that FMC's collection and remittance of your shipper's funds does not change its role in any transaction or otherwise render it a shipper or any other party responsible. Your authorization under this Section does not in any way relieve you of your responsibility to the shipper for performance of your services.

7. LOSS OR DAMAGE TO FREIGHT

Shippers using the Site acknowledge and agree that FMC is not a transportation services provider and therefore will bear no liability to you or any other party for any loss, damage, injury, delay, mis-delivery, or non-delivery of freight, or for the accuracy of quotes or payment of any freight charges or any other cost or expense. The only recourse as a shipper in the event of a freight claim is to file that claim directly with your carrier. The amount that you may recover on a valid freight claim will be determined by the carriers' terms and conditions of service, rules tariff, and

applicable law, which is typically less than the full actual value of the freight lost or damaged. Shippers are encouraged to obtain independent cargo insurance from a third party in order to protect against the risk of loss, because in most instances cargo insurance will not be arranged by carriers. Carriers may offer increased legal liability or cargo insurance coverage in their sole discretion and subject to their terms, conditions, and rates. FMC will not facilitate, assist, or manage the claims process on behalf of any shipper or carrier.

8. LIABILITY FOR FREIGHT CHARGES

Carriers using the Site acknowledge and agree that FMC is not a shipper or other interested party and therefore will bear no liability to you or any other party for any freight charges, accessorial, detention, or other amounts due as a result of performance of transportation and related services. The only recourse as a carrier in the event of an unpaid freight bill is to pursue collection directly with the shipper or other interested parties. FMC will not facilitate, assist, or manage the debt collection process on behalf of any shipper or carrier.

9. ACCEPTABLE USE OF THE SITE

This Site is intended only for your internal business use in service to cargo in which you have a beneficial interest or for which you provide transportation services. You have independently verified, without relying upon any skill or judgment of FMC, that the Site is appropriate for your intended purposes. All decisions, judgments, and advice made by you with the assistance or use of the Site are exclusively your responsibility. You are solely responsible for the content of any communications by you with third parties, including any communications about, concerning, or through this Site.

You may not use the Site in any way that harms FMC or any other person or entity, as determined in FMC's sole discretion. While using this Site, you agree to comply with all applicable laws, rules and regulations (including, but not limited to, export/import laws and laws relating to privacy, obscenity, copyright, trademark, confidential information, trade secret, libel, slander or defamation). You represent and agree that you will not export or re-export directly or indirectly the Site or any part thereof to any countries except in compliance with the United States Export Administration Regulations ("EAR") and any other United States export laws. In particular, but without limitation, the Site may not be exported or re-exported (including, without limitation, any download or delivery): (a) into (or to a national or resident of) any U.S. embargoed country; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders. By using the Site, you represent and warrant that you are not located in, under control of, or a national or resident of any country to which export is prohibited or on any list maintained by the U.S. government prohibiting delivery of the Site to you.

You will receive user IDs and passwords from FMC to access the Site. These credentials are granted to your entity and must not be shared with any third parties or affiliates. You are responsible for the security of the IDs and passwords associated with your account. You must identify those individuals that you appoint as permitted users, ensure their use in compliance with these Terms and applicable laws, and accepting liability for their actions as well as those of all other persons using your IDs and passwords with or without your knowledge. In addition, you

may not copy, distribute, sublicense, transfer, modify, create any derivative work based on, re-sell, rent, lease, lend, permit third-party access to, or service bureau, sublicense or otherwise transfer rights or assign the Site or any portion or copy of the Site, to any third party. You may not interfere with the security of, or otherwise abuse this Site or any system resources, services or networks connected to or accessible through this Site.

FMC reserves the right, in its sole discretion, to take any actions it deems necessary and appropriate to preserve the integrity of this Site. FMC may, without notice, temporarily suspend your, or any other party's access to this Site by deactivating any links to the internet or any other measures if it reasonably suspect that you, or any other parties, are obtaining unauthorized access to FMC's other systems or information, or are using otherwise valid IDs or passwords in any other unauthorized manner. These suspensions will be for such periods of time as FMC may in its sole discretion determine necessary to permit the investigation of such suspended activity.

10. AVAILABILITY AND ACCURACY OF THE SITE

FMC cannot promise that the Site will be uninterrupted, secure, or error-free. FMC reserves the right to interrupt or suspend the Site, or any part thereof, with or without prior notice for any reason. The information presented on or through the Site is made available solely for general information purposes. FMC may revise, supplement or delete information, services, or the resources contained in the Site and reserves the right to make such changes without prior notification to past, current or prospective visitors, including you. FMC shall not be responsible or liable for any software, computer viruses or other destructive, harmful, or disruptive files, or programs that may infect or otherwise impact your use of your computer equipment or other property on account of your access to, use of, or browsing on this Site or your downloading of any of other content from this Site. FMC recommends that you install appropriate anti-virus or other protective software.

11. PROPRIETARY MATERIALS

All materials appearing on this Site including the text, site design, logos, graphics, icons, and images, as well as the selection, assembly and arrangement thereof, are the sole property of FMC and its licensors unless otherwise intended such as in the case of user generated content including, for example, the trade names, trademarks, logos, tariffs, and other transactional terms uploaded by carriers. FMC may make certain content, software (including, but not limited to Apps) or other electronic materials (including all files, text, URLs, video, audio and images contained in or generated by such materials, and accompanying data) (collectively "FMC Materials") available to you from, or in connection with, this Site from time to time. If you download or use FMC Materials, you agree that such materials are licensed for your limited internal business purposes only and: (a) shall only be used for your use; (b) shall not be modified, used to create a derivative work, incorporated into any other work or otherwise exploited without FMC's prior written permission; and (c) shall be only be used in compliance with any additional license terms accompanying such materials. FMC does not transfer either the title or the intellectual property rights to the FMC Materials. FMC retains full and complete title to the FMC Materials as well as all intellectual property rights therein. You agree not to sell, assign, share, redistribute, or reproduce the FMC Materials. You further agree not to decompile, reverse-engineer, disassemble, or otherwise convert any compiled FMC Materials into a human-perceivable form. You agree not

to copy or use the trade names, trademarks, or logos of FMC, its licensors, or any third party users in any manner. All rights not expressly granted herein are reserved by FMC. Any unauthorized use of the materials appearing on this Site may violate copyright, trademark and other applicable laws and could result in criminal or civil penalties. No part of this Agreement shall be construed as a warranty of non-infringement for the Site or any materials or content published on or delivered through the Site.

12. YOUR INFORMATION, GRANT OF RIGHTS, AND AUTHORIZATION

Your use of the Site requires your entry or submission of data to create an account and your upload of certain account information related to transportation services you wish to purchase or offer, including your name, company name, e-mail address, website addresses, usernames and passwords, rates and charges, and any other essential account information that you establish. By submitting such information, you grant to FMC a non-exclusive, worldwide, royalty-free license to use, copy, store, transmit, distribute, perform, display, modify, and create derivative works of any and all data or information you input or upload to the Site, to the extent necessary for FMC to provide the Site to you in accordance with these Terms and FMC's Privacy Policy. FMC has no obligation to store, maintain, or provide you with a copy of any data, information, or other content that you or others submit or create while using this Site or that FMC may generate while providing the Site.

13. PRIVACY POLICY

FMC is committed to respecting the privacy of the personal information of the individuals and companies with whom it interacts. FMC has developed a Privacy Policy to describe its privacy practices and how it collects, uses, and discloses the information provided by you to FMC. Please access the Privacy Policy on the website for further information.

14. DMCA NOTICE

If you believe that your copyright-protected work was posted on the Site without authorization, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing us FMCAP@findmycarrier.com with the following information in writing (see 17 USC 512(c)(3)): (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright's interests; (b) a description of the copyrighted work that you claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work; (c) identification of the URL or other specific location on the Site where the material that you claim is infringing is located; (d) your address, telephone number, and email address; (e) a statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (f) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

15. INDEMNIFICATION

You agree to defend, indemnify, and hold harmless FMC, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your or any third party using your account: (a) violation of these Terms or use of the Site, including, but not limited to, any use other than as expressly authorized in these Terms; (b) submission to or use of any information obtained from the Site, including, but not limited to, your use of incorrect, false, or misleading statements; (c) infringement of any intellectual property or other right of any person or entity; (d) violation of any law or regulation; or (e) liability or other amounts owed to third parties as a result of using the Site. Your indemnification obligations will survive your ceasing use of the Site or the termination or expiration of these Terms. FMC reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims. You agree to not settle any such matter without the prior written consent of FMC. FMC will use reasonable efforts to notify you of any such claim, action, or proceeding upon becoming aware of it.

16. DISCLAIMERS AND LIMITATION OF LIABILITY

YOU ASSUME ALL RESPONSIBILITY AND RISK FOR USE OF THIS SITE AND THE MATERIALS INCLUDING WITHOUT LIMITATION ANY OF THE INFORMATION CONTAINED HEREIN. THIS SITE, THE SERVICES, AND THE CONTENT AND OTHER MATERIALS AVAILABLE HEREIN ARE PROVIDED "AS IS" WITHOUT REPRESENTATION, WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. FMC DOES NOT REPRESENT OR WARRANT THAT THIS SITE, THE SERVICES, OR THE MATERIALS WILL MEET YOUR REQUIREMENTS OR THAT THEIR USE WILL BE SECURE, UNINTERRUPTED OR ERROR FREE. SOME STATES AND JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. WHEN THE IMPLIED WARRANTIES ARE NOT ALLOWED TO BE EXCLUDED IN THEIR ENTIRETY, THEY WILL BE LIMITED TO THE SHORTEST DURATION PERMITTED BY LAW. YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE-TO-STATE.

IN NO EVENT SHALL FMC OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, PARTNERS, OR AGENTS BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES WHATSOEVER (INCLUDING DAMAGES FOR LOSS OF PROFITS, INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) IN CONNECTION WITH ANY CLAIM, LOSS, DAMAGE, ACTION, SUIT OR OTHER PROCEEDING ARISING UNDER OR OUT OF THESE TERMS OR THE SERVICES, INCLUDING WITHOUT LIMITATION YOUR USE OF, RELIANCE UPON, ACCESS TO, OR EXPLOITATION OF THIS SITE, THE MATERIALS OR ANY PART THEREOF, OR ANY RIGHTS GRANTED TO YOU HEREUNDER, EVEN IF FMC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER THE ACTION IS BASED ON CONTRACT,

TORT (INCLUDING NEGLIGENCE), INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR OTHERWISE. SOME STATES AND JURISDICTIONS DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

YOU ACKNOWLEDGE THAT IN ORDER TO PROVIDE COMPETITIVE RATES FOR FMC'S SERVICES, YOU HAVE AGREED THAT FMC'S LIABILITY IN ANY EVENT SHALL BE LIMITED TO FMC'S TRANSACTIONAL FEES COLLECTED FOR THE CARGO THAT YOU TENDERED OR SERVICED OVER THE THREE (3) MONTHS PRECEDING THE DATE ON WHICH YOUR CLAIM AROSE.

17. GOVERNING LAW AND JURISDICTION

These Terms and the relationship between You and FMC shall be governed by and construed according to the laws of Johnson County, State of Kansas. You and FMC: (a) irrevocably consent to the jurisdiction of the United States District Court and the State Courts of Kansas; (b) agree that any action relation to the services performed by FMC shall only be brought in said courts; (c) consent to the exercise of in-personam jurisdiction by said courts; and (d) further agree that any action to enforce a judgment may be instituted in any jurisdiction.

18. MISCELLANEOUS

These Terms set out the entire agreement between you and FMC relating to the Site and supersede any and all prior or contemporaneous written or oral agreements between us regarding the Site. These Terms shall be subordinate to the provisions of any written services agreement between you and FMC in the event of conflict. These Terms are not assignable, transferable, or sub-licensable by you except with FMC's prior written consent. These Terms shall not be construed as a teaming, joint venture, or other such arrangement, unless the parties expressly and explicitly execute an agreement to that effect. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption, or section title contained in these Terms is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof. If any provision of these Terms is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.