



COGISTICS Web-Site Terms of Use Agreement

Introduction

PLEASE READ THESE WEB SITE TERMS OF USE CAREFULLY BEFORE USING THIS WEB SITE (THE "WEB SITE"). THESE WEB SITE TERMS OF USE (THE "TERMS OF USE") GOVERN YOUR ACCESS TO AND USE OF THE WEB SITE. THE WEB SITE IS AVAILABLE FOR YOUR USE ONLY ON THE CONDITION THAT YOU AGREE TO THE TERMS OF USE SET FORTH BELOW. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF USE, DO NOT ACCESS OR USE THE WEB SITE. BY ACCESSING OR USING THE WEB SITE, YOU AND THE ENTITY YOU ARE AUTHORIZED TO REPRESENT ("COMPANY", "YOU" OR "YOUR") SIGNIFY YOUR AGREEMENT TO BE BOUND BY THE TERMS OF USE.

1. User Eligibility

The Web Site is provided by COGISTICS and available only to entities and persons authorized by COGISTICS. If YOU are not specifically authorized by COGISTICS, YOU are not permitted to use the Web Site.

2. Password and Security

YOU understand that YOUR password and any other security code are there for the protection of YOUR information although we are not liable and bear no responsibility for the failure of such safeguards to maintain the integrity of YOUR data.

3. Scope of Terms of Use

These Terms of Use govern YOUR use of the Web Site and all applications, software and services (collectively, "Services") available via the Web Site, except to the extent such Services are the subject of a separate agreement. Specific terms or agreements may apply to the use of certain Services and other items provided to YOU via the Web Site ("Service Agreement(s)"). Any such Service Agreements accompany or are listed in association with or through a hyperlink associated with the applicable Services.

4. Modifications

COGISTICS may revise and update these Terms of Use at any time. YOUR continued usage of the Web Site after any changes to these Terms of Use will mean YOU accept those changes. Any aspect of the Web Site may be changed, supplemented, deleted or updated without notice at the sole discretion of COGISTICS. COGISTICS may also change or impose fees for products and services provided through the Web Site but only through a mutual agreement. COGISTICS may establish or change, at any time, general practices and limits concerning other COGISTICS products and services in its sole discretion.

5. COGISTICS Privacy Policy

The COGISTICS Privacy Policy governs the use of information collected from or provided by YOU at the Web Site. With respect to any individual whose personal information is provided by YOU to COGISTICS, YOU represent to COGISTICS that YOU have obtained all necessary consents for the processing of such personal information contemplated by the Services YOU are using and by the COGISTICS Privacy Policy, including the transfer of such data to the United States or other countries whose laws may not provide the same level of protection for the personal data as the laws of the country of origin of such individual.

6. License and Ownership

Any and all intellectual property rights ("Intellectual Property") associated with the Web Site and its contents (the "Content") are the sole property of COGISTICS, its affiliates or third parties. The Content is protected by copyright and other laws in both the United States and other countries. Elements of the Web Site are also protected by trade dress, trade secret, unfair competition, and other laws and may not be copied or imitated in whole or in part. All custom graphics, icons, and other items that appear on the Web Site are trademarks, service marks or trade dress ("Marks") of COGISTICS its affiliates or other entities that have granted COGISTICS the right and license to use such Marks and may not be used or interfered with in any manner without the express written consent of COGISTICS. Except as otherwise expressly authorized by these



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COGISTICS grants YOU a limited, personal, nontransferable, nonsublicensable, revocable license to (a) access and use only the Web Site, Content and Services only in the manner presented by COGISTICS, and (b) access and use the COGISTICS computer and network services offered within the Web Site (the "COGISTICS Systems") only in the manner expressly permitted by COGISTICS. Except for this limited license, COGISTICS does not convey any interest in or to the COGISTICS Systems, information or data available via the COGISTICS Systems (the "Information"), Content, Services, Web Site or any other COGISTICS property by permitting YOU to access the Web Site. Except to the extent required by law or as expressly provided herein, none of the Content and/or Information may be reverse-engineered, modified, reproduced, republished, translated into any language or computer language, re-transmitted in any form or by any means, resold or redistributed without the prior written consent of COGISTICS. YOU may not make, sell, offer for sale, modify, reproduce, display, publicly perform, import, distribute, retransmit or otherwise use the Content in any way, unless expressly permitted to do so by COGISTICS.

7. Restrictions on Use of the Web Site

In addition to other restrictions set forth in these Terms of Use, YOU agree that:

- (a) YOU shall not disguise the origin of information transmitted through the Web Site.
- (b) YOU will not place false or misleading information on the Web Site.
- (c) YOU will not use or access any service, information, application or software available via the Web Site in a manner not expressly permitted by COGISTICS.
- (d) YOU will not input or upload to the Web Site any information which contains viruses, Trojan horses, worms, time bombs or other computer programming routines that are intended to damage, interfere with, intercept or expropriate any system, the Web Site or Information or that infringes the Intellectual Property (defined below) rights of another.
- (e) Customer areas of the Web Site (accessed by customer login ID and password) are restricted to customers of COGISTICS.
- (f) YOU may not use or access the Web Site or the COGISTICS' Systems or Services in any way that, in COGISTICS' judgment, adversely affects the performance or function of the COGISTICS' Systems, Services or the Web Site or interferes with the ability of authorized parties to access the COGISTICS' Systems, Services or the Web Site.
- (g) YOU may not frame or utilize framing techniques to enclose any portion or aspect of the Content or the Information, without the express written consent of COGISTICS.
- (h) YOU are not allowed to share or divulge YOUR password with anyone.

8. Access to Shipping Related Data and Information Through the Web Site

YOUR use and access of the Shipping Related Data and Information are subject to the following terms:

- (a) The "Shipping Related Data" is comprised of the COGISTICS Systems which are used to provide freight bill transaction detail and freight bill images. The Shipping Related data and Information gained from such systems ("Shipping Information") are to be used by YOU or on YOUR behalf and for no other purpose.
- (b) Without limitation, YOU are not authorized to make the Shipping Information available on any web site or otherwise reproduce, distribute, copy, store, use or sell the Shipping Information for commercial gain without



the express written consent of COGISTICS. This is a personal service, thus YOUR right to use the Shipping Related Data and Shipping Information is non-assignable. Any access or use that is inconsistent with these terms is unauthorized and strictly prohibited.

(c) Any use in connection with the Shipping Related Data of automated inquiry devices, robots, or repetitive data gathering and extraction tools, routines, scripts or other mechanisms with similar functionality is expressly prohibited.

9. Links

(a) **Outbound Links.** The Web Site may contain links to third-party Web Sites and resources (collectively, "Linked Sites"). These Linked Sites are provided solely as a convenience to YOU and not as an endorsement by COGISTICS of the content on such Linked Sites. COGISTICS makes no representations or warranties regarding the correctness, accuracy, performance or quality of any content, software, service or application found at any Linked Site. COGISTICS is not responsible for the availability of the Linked Sites or the content or activities of such sites. If YOU decide to access Linked Sites, YOU do so at YOUR own risk. In addition, YOUR use of Linked Sites is subject to any applicable policies and terms and conditions of use, including but not limited to, the Linked Site's privacy policy.

(b) **Inbound Links.** Linking to any page of the Web Site other than to <http://www.cogistics.com> through a plain text link is strictly prohibited in the absence of a separate linking agreement with COGISTICS. Any web site or other device that links to <http://www.cogistics.com> or any page available therein is prohibited from (a) replicating Content, (b) using a browser or border environment around the Content, (c) implying in any fashion that COGISTICS or any of its affiliates are endorsing it or its products, (d) misrepresenting any state of facts, including its relationship with COGISTICS or any of its affiliates, (e) presenting false information about COGISTICS products or services, and (f) using any logo or mark of COGISTICS or any of its affiliates without express written permission from COGISTICS

10. Submissions

COGISTICS does not accept ideas, concepts, or techniques for new services or products through the Web Site ("Comments"). If such Comments are received, YOU acknowledge that (a) they will not be considered confidential or proprietary, (b) COGISTICS and its affiliates are under no obligation to keep such information confidential, and (c) COGISTICS will have an unrestricted, irrevocable, world-wide, royalty free right to use, communicate, reproduce, publish, display, distribute and exploit such Comments in any manner it chooses.

11. Termination

YOU agree that COGISTICS, in its sole discretion, may terminate or suspend YOUR use of the Web Site, the COGISTICS Systems, Information, Services and Content at any time and for any or no reason in its sole discretion, even if access and use continues to be allowed to others. Upon such suspension or termination, YOU must immediately (a) discontinue use of the Web Site, and (b) destroy any copies YOU have made of any portion of the Content. Accessing the Web Site, the COGISTICS Systems, Information or Services after such termination, suspension or discontinuation shall constitute an act of trespass. Further, YOU agree that COGISTICS shall not be liable to YOU, YOUR company or any third party for any termination or suspension of YOUR access to the Web Site, the COGISTICS Systems, Information and/or the Services.

12. Disclaimer of Warranties

COGISTICS MAKES NO REPRESENTATIONS ABOUT THE RESULTS TO BE OBTAINED FROM USING THE WEB SITE, THE COGISTICS SYSTEMS, THE SERVICES, THE INFORMATION OR THE CONTENT. THE USE OF SAME IS AT YOUR OWN RISK.

THE WEB SITE, THE COGISTICS SYSTEMS, THE INFORMATION, THE SERVICES AND THE CONTENT ARE PROVIDED ON AN "AS IS" BASIS. COGISTICS, ITS LICENSORS, AND ITS SUPPLIERS, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED



WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS, AND FITNESS FOR A PARTICULAR PURPOSE. COGISTICS AND ITS AFFILIATES, LICENSORS AND SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE ACCURACY, COMPLETENESS, SECURITY OR TIMELINESS OF THE CONTENT, INFORMATION OR SERVICES PROVIDED ON OR THROUGH THE USE OF THE WEB SITE OR THE COGISTICS SYSTEMS. NO INFORMATION OBTAINED BY YOU FROM THE WEB SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED BY COGISTICS IN THESE TERMS OF USE.

SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTY, SO THE LIMITATIONS AND EXCLUSIONS IN THIS SECTION MAY NOT APPLY TO YOU. YOU AGREE AND ACKNOWLEDGE THAT THE LIMITATIONS AND EXCLUSIONS OF LIABILITY AND WARRANTY PROVIDED IN THESE TERMS OF USE ARE FAIR AND REASONABLE.

13. Limitation of Liability

TO THE EXTENT PERMITTED BY APPLICABLE LAW AND TO THE EXTENT THAT COGISTICS IS OTHERWISE FOUND RESPONSIBLE FOR ANY DAMAGES, COGISTICS IS RESPONSIBLE FOR ACTUAL DAMAGES ONLY. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL COGISTICS, ITS AFFILIATES, ITS LICENSORS, ITS SUPPLIERS OR ANY THIRD PARTIES MENTIONED AT THE WEB SITE BE LIABLE FOR ANY INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION RESULTING FROM THE USE OF OR INABILITY TO USE THE WEB SITE, THE COGISTICS SYSTEMS, INFORMATION, SERVICES OR THE CONTENT WHETHER BASED ON WARRANTY, CONTRACT, TORT, DELICT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT COGISTICS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY LAW, THE REMEDIES STATED FOR YOU IN THESE TERMS OF USE ARE EXCLUSIVE AND ARE LIMITED TO THOSE EXPRESSLY PROVIDED FOR IN THESE TERMS OF USE.

14. Compliance with Law Including Export Control

YOU agree to use the Web Site in strict compliance with all applicable laws, rulings and regulations and in a fashion that does not, in the sole judgment of COGISTICS, negatively reflect on the goodwill or reputation of COGISTICS and shall take no actions which would cause COGISTICS to be in violation of any laws, rulings or regulations applicable to COGISTICS.

COGISTICS and the Web Site are based in the United States. The United States and certain other jurisdictions control the export of products and information. YOU agree to comply with all such applicable restrictions and not to export or re-export the Content (including any software or the Services) to countries or persons prohibited under the United States or other applicable export control laws or regulations. If YOU access and download the Content (including any software or the Services) or Information, YOU represent that YOU are not in a country where such export is prohibited or are not a person or entity to which such export is prohibited. YOU are solely responsible for compliance with the laws of YOUR local jurisdiction and any other applicable laws regarding the import, export, or re-export of the Content (including any software or the Services).

15. Governing Law and Language

To the fullest extent permitted by law, these Terms of Use are governed by the internal substantive laws of the State of Florida, U.S.A. excluding (i) Florida's conflicts of laws principles; (ii) the United Nations Convention on Contracts for the International Sale of Goods; (iii) the 1974 Convention on the Limitation Period in the International Sale of Goods; and (iv) the Protocol amending the 1974 Convention, done at Vienna April 11, 1980. To the fullest extent permitted by law, the controlling language for these Terms of Use is English.

16. General

YOU may not assign these Terms of Use or any of YOUR interests, rights or obligations under these Terms of



Use. If any provision of these Terms of Use is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect. No waiver of any of these Terms of Use shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

17. Written Document

YOU may preserve these Terms of Use in written form by printing them for YOUR records, and YOU waive any other requirement that these Terms of Use be evidenced by a written document.

18. Complete Agreement

EXCEPT AS EXPRESSLY PROVIDED IN A SEPARATE LICENSE, SERVICE OR OTHER WRITTEN AGREEMENT BETWEEN YOU AND COGISTICS OR IN THE APPLICABLE COGISTICS RATE AND SERVICE GUIDE OR COGISTICS TARIFF, THESE TERMS OF USE CONSTITUTE THE ENTIRE AGREEMENT BETWEEN YOU AND COGISTICS WITH RESPECT TO THE USE OF THE WEB SITE, THE COGISTICS SYSTEMS, AND ANY SOFTWARE OR SERVICE, INFORMATION AND CONTENT CONTAINED THEREIN, AND SUPERSEDE ALL DISCUSSIONS, COMMUNICATIONS, CONVERSATIONS AND AGREEMENTS CONCERNING THE SUBJECT MATTER HEREOF.

19. Customer Service

Questions or comments regarding the Web Site may be submitted to COGISTICS Customer Service.