



TERMS AND CONDITIONS OF SERVICE

Important: Before accessing or using any part of the www.cogisticstransportation.com website (the "WEBSITE"), you should carefully read the following TERMS AND CONDITIONS of Service (the "TERMS AND CONDITIONS"). This is a legal agreement between you and COGISTICS Transportation LLC. ("COMPANY"). For the purposes of these TERMS AND CONDITIONS, COMPANY shall include any parent, subsidiary, or affiliated company. These TERMS AND CONDITIONS govern your access to and use of the WEBSITE and all services, products, applications, software, programs, tools, materials, content, websites or pages, mobile applications, installed applications, electronic data interchange, e-mail, and service offerings or information available through the WEBSITE or used in any manner related thereto (collectively referred to herein as the "SERVICE" and/or the "SERVICES"). COMPANY is willing to allow you access to and use of the WEBSITE on the condition that you accept and agree to all the TERMS AND CONDITIONS. By accessing, viewing, or using the WEBSITE and SERVICES, you indicate that you have read and understand the TERMS AND CONDITIONS herein and, as they may change from time to time, that you agree to them and intend to be legally bound by them. "YOU" or "YOUR" refers to the individual using the SERVICE, and if YOU use the SERVICE on behalf of a corporation, LLC, partnership, or other business entity, then YOU shall include that business entity and any individuals associated therewith using the SERVICE. If YOU are using the SERVICE on behalf of a business or other legal entity, YOU are nevertheless individually bound by these TERMS AND CONDITIONS even if YOUR company has a separate agreement with COMPANY. The TERMS AND CONDITIONS are as follows:

1. LIMITATIONS ON SERVICE: YOU agree to comply with and adhere to the TERMS AND CONDITIONS and any other policies issued by COMPANY related to the SERVICES. Violation of any of the TERMS AND CONDITIONS stated herein or any other COMPANY policies may result in termination of YOUR access to and/or use of the SERVICES. COMPANY reserves the right to, and YOU hereby acknowledge and agree that COMPANY may in its sole discretion refuse access to and/or use of the SERVICES to anyone for any reason at any time, including to YOU.

2. AMENDMENTS AND UPDATES TO THE TERMS AND CONDITIONS: COMPANY reserves the right to update, augment and/or change the TERMS AND CONDITIONS from time to time without notice. YOU agree that any new features that augment or enhance the SERVICE, including the release of new tools and/or resources, shall be subject to the TERMS AND CONDITIONS. Continued use of the SERVICE after any such changes shall constitute YOUR express, irrevocable consent to such changes. YOU can review the most current version of the TERMS AND CONDITIONS at any time at www.COMPANY.com/terms.

3. MODIFICATIONS TO THE SERVICE: COMPANY, in its sole discretion, has the right at any time, and from time to time, to modify or discontinue, temporarily or permanently, the SERVICE (or any part thereof) with or without notice for any reason at any time.

4. COMPANY SERVICE: The SERVICE is an internet-based software platform that provides a transportation management solution designed to streamline the shipping process. The SERVICE is not itself, nor is it an agent for, a broker, motor, air, or rail carrier, freight forwarder or any other form of freight transportation provider (individually or collectively referred to as a "TRANSPORTATION PROVIDER" or "TRANSPORTATION PROVIDERS"). All shipping rates, quotations, and transit times are provided directly from TRANSPORTATION PROVIDERS and COMPANY is not responsible for the accuracy or completeness of that information. Any shipments with a TRANSPORTATION PROVIDER participating in the SERVICE platform are subject to the TERMS AND CONDITIONS of the particular TRANSPORTATION PROVIDER with whom transportation has been arranged.

5. FEES AND PAYMENT TERMS: COMPANY charges a per-shipment fee for use of the SERVICES. In most, but not all cases, the fee rates will be established upon the opening of an account with COMPANY by YOU or by the business entity with whom YOU are employed. All users are subject to credit approval. All charges are payable in US Dollars and are due 15 days from invoice date or upon agreed-upon terms. Any payment which is past due shall be subject to an additional charge at the rate of 1.5% per month of the average outstanding balance due, or the highest rate of interest permitted by applicable law, whichever is less. Overpayments do not accrue interest and are subject to Florida State Law. In the event the COMPANY retains an attorney or collection agency to collect unpaid charges or for the enforcement of these TERMS AND CONDITIONS, all unpaid charges will be subject to a late payment penalty of 33% and YOU shall also be liable for all attorneys and collection agency fees incurred, together with related costs and expenses. COMPANY reserves the right to amend or adjust the fee from time to time and will provide no less than (10) day notice of any fee adjustments to YOU prior to enacting the change. When paying by credit card or electronic funds, YOU agree to be responsible for all charges payable, including any adjustments. These charges and adjustments, if any, will be automatically debited to YOUR credit card or bank account.

6. USER INFORMATION REQUIRED; RIGHTS GRANTED BY YOU TO COMPANY; AUTHORIZATION: YOU must provide YOUR first name, last name, company/business name, a valid email address and any other information requested to complete the signup/login process. YOU agree that this information provided by YOU will be accurate and current and YOU further agree to maintain and promptly update this information as necessary. YOU must also provide YOUR account information, related YOUR various TRANSPORTATION PROVIDERS. By submitting YOUR name, company name, email, and TRANSPORTATION PROVIDERS' websites passwords, usernames, account information, data, and other content to COMPANY through the SERVICES to access and use the SERVICES, YOU are licensing that Content to COMPANY for the purpose of providing the SERVICES. COMPANY may use and store the content in accordance with these TERMS AND CONDITIONS and our Privacy Statement. You represent that YOU are entitled to submit it to COMPANY for use for this purpose, without any obligation by COMPANY to pay any fees or be subject to any restrictions or limitations. By using the SERVICES, YOU expressly authorize COMPANY to access YOUR account information maintained by identified TRANSPORTATION PROVIDER, on YOUR behalf as YOUR agent. The SERVICE will be directly connected to the information systems for the TRANSPORTATION PROVIDERS YOU have identified. COMPANY will submit information including usernames and passwords that YOU provide to log into the TRANSPORTATION PROVIDERS' websites. YOU hereby authorize and permit COMPANY to use and store information submitted by YOU to accomplish the foregoing and to configure the SERVICES so that it is compatible with the TRANSPORTATION PROVIDERS' websites for which YOU

submit YOUR information. For purposes of this Agreement and solely to provide the TRANSPORTATION PROVIDERS' websites information to YOU as part of the SERVICE, YOU grant COMPANY a limited power of attorney, and appoint COMPANY as YOUR attorney-in-fact and agent, to access TRANSPORTATION PROVIDERS' websites, retrieve and use YOUR information with the full power and authority to do and perform each thing necessary in connection with such activities, as YOU could do in person. YOU acknowledge and agree that when COMPANY is accessing and retrieving account information from TRANSPORTATION PROVIDERS' websites, COMPANY is acting as YOUR agent, and not as the agent or on behalf of the TRANSPORTATION PROVIDER that operates the TRANSPORTATION PROVIDER website. YOU understand and agree that the SERVICES are not sponsored or endorsed by any TRANSPORTATION PROVIDERS accessible through the SERVICES. COMPANY is not responsible for any payment processing errors or fees or other SERVICE-related issues, including those issues that may arise from inaccurate account information. As YOUR limited attorney in fact and/or agent, YOU authorize us to work with TRANSPORTATION PROVIDERS on YOUR behalf by, including, but not limited to, using their website, creating website accounts, accessing website functionality, and/or consuming web services/APIs to retrieve electronic information concerning YOUR shipments, including, but not limited to, rates, tariffs, discount structure and/or shipment status. COMPANY assumes no liability and in no event shall be responsible for any carrier and/or broker billing or tariff inaccuracies.

7. ACCOUNT SECURITY: YOU agree that YOU are responsible for maintaining and protecting the security of YOUR SERVICES account and password. YOU further agree that COMPANY is not liable for any loss or damage resulting from YOUR failure to comply with this security obligation. YOU will refrain from charging anyone for access to any portion of the SERVICE, or any information therein. YOU will not allow non-registered users access to the SERVICE nor share any information from the SERVICE with any non-authorized users. Further, YOU agree YOU are fully responsible for anything that happens through YOUR account.

8. INFORMATION PROVIDED BY YOU TO COMPANY: By providing information through the SERVICE, YOU represent and warrant that YOU are entitled to submit the information and that the information is true, accurate, complete, current, not confidential, and not in violation of any contractual restrictions or other third-party rights. It is YOUR responsibility to ensure the accuracy of all information provided and to keep YOUR profile information accurate and updated.

9. USER ELIGIBILITY AND REQUIREMENTS: To be eligible to use the SERVICE, YOU must meet the following criteria and represent and warrant that YOU: (1) are 18 years of age or older; (2) are not currently restricted from the SERVICES, or not otherwise prohibited from having an account, (3) have full power and authority to agree to these TERMS AND CONDITIONS and doing so will not violate any other agreement to which YOU are a party; (4) will not violate any rights of COMPANY, including these TERMS AND CONDITIONS and/or any intellectual property rights such as copyright, patent, licensing, or trademark rights; (5) agree to provide at YOUR cost all equipment, software, and internet access necessary to use the SERVICES; and (6) agree not to reproduce, copy, sell, resell, or exploit any portion of the SERVICE (including, but not limited to, the HTML/CSS or visual design elements of the WEBSITE), or use the SERVICE or access the SERVICE without the express written permission of COMPANY. Violation of this paragraph may result in civil and/or criminal penalties and fines as well as liability for attorney fees.

10. COMPLIANCE WITH LAWS: YOU agree that YOU are responsible for, warrant compliance with, and will adhere to any and all applicable federal, state, local, foreign and international laws, regulations, ordinances, executive orders, rules, orders, standards, conventions, directives, and treaties.

11. MISUSE OF THE SERVICES: YOU agree to use the SERVICE only for the purpose for which it is intended. YOU agree not to modify, adapt, reverse engineer, create derivative works from, or hack the SERVICE or modify another website so as to falsely imply that it is associated with the SERVICE, COMPANY, any COMPANY affiliates or any other COMPANY SERVICE. YOU agree not to use the SERVICE for any illegal or unauthorized purpose or activities. YOU agree not to upload, post, host or transmit unsolicited emails or text messages including "junk mail" and "spam" messages or upload, post, host, e-mail, or transmit any content that is unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property rights or these TERMS AND CONDITIONS. YOU agree not to knowingly transmit any worm or virus or code of a destructive nature which interferes in any way with the SERVICE.

12. DISALLOWED CONTENT: COMPANY does not pre-screen content, but COMPANY has the right, but not the obligation, in its sole discretion, with or without notice, to refuse or remove any content for any reason or upon cancellation or termination of SERVICE. Further, COMPANY, has the right, but not the obligation, with or without notice, to remove content and accounts containing content that we determine in our sole discretion is unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene, or otherwise objectionable or violates any party's intellectual property rights or these TERMS AND CONDITIONS.

13. DELETED CONTENT: Content cannot be recovered once it is deleted. COMPANY has no obligation to store, maintain or provide YOU with a copy of any content that YOU or other users provide when using the SERVICES.

14. LIMITED LICENSE: On the condition that YOU comply with all YOUR obligations under these TERMS AND CONDITIONS, we grant YOU a limited, revocable, nonexclusive, non-assignable, non-sublicensable license and right to access the SERVICES, through a generally available web browser, mobile device or application (but not through scraping, spidering, crawling or other technology or software used to access data without the express written consent of COMPANY), view information and use the SERVICES that we provide on COMPANY webpages and in accordance with these TERMS AND CONDITIONS. We reserve all rights not expressly granted in these TERMS AND CONDITIONS, including, without limitation, title, ownership, intellectual property rights, and all other rights and interest in COMPANY and all related items, including any and all copies made of the COMPANY WEBSITE. The limited license provided herein is revocable at any time and for any reason by COMPANY.

15. INTELLECTUAL PROPERTY: All content and SERVICES on the COMPANY WEBSITE, including, but not limited to, trademarks and logos, designs, text, graphics, sounds, images, software, source code, and other WEBSITE materials (the "MATERIALS") are the intellectual property of COMPANY. No rights of any kind are licensed or extended to YOU regarding the MATERIALS and/or any COMPANY intellectual property, except to the extent that a limited license to access and use the SERVICES is provided as set forth in Section 14 of the TERMS AND CONDITIONS. None of the MATERIALS may be copied, reproduced, or distributed in any form without the prior written permission of COMPANY.

YOU may not, directly or indirectly scrape, harvest, or otherwise extract data from the WEBSITE and/or the SERVICES through the use of bots, crawlers, spider technology and/or other similar software without COMPANY's prior written authorization. YOU may not reverse engineer or create derivative products from the MATERIALS. COMPANY, the COMPANY logo, and other marks related to COMPANY products and services ("COMPANY MARKS") are the exclusive and valuable property of COMPANY. The COMPANY MARKS can only be reproduced or displayed with specific written permission from COMPANY.

16. NO WARRANTY OF ACCURACY OF INFORMATION: COMPANY is not responsible for and does not endorse, review, or monitor any person using or subscribing to the SERVICE. COMPANY does not have any obligation to verify the identity of the person using or subscribing to the SERVICE. COMPANY does not warrant the accuracy of information provided by users or subscribers and does not warrant and shall not be liable to YOU for the accuracy or timeliness of information provided through the SERVICES. The SERVICE may, from time to time, contain links to other Internet websites for the convenience of users. These sites and any other sites operated or maintained by third parties are operated or maintained by organizations over which COMPANY exercises no control, and COMPANY expressly disclaims any and all responsibility for the content, information, links, and other items, the accuracy and completeness of the information, and the quality of products or services made available or advertised on these third-party sites.

17. RELATIONSHIP OF THE PARTIES: Nothing contained herein shall be construed as establishing an employer/employee, partnership, affiliation, agency, brokerage, franchise, joint venture, or similar relationship.

18. MOBILE DEVICES: The COMPANY may provide certain SERVICES that are available to YOU via YOUR mobile phone or other mobile device if YOU have subscribed to them, including the ability to use YOUR mobile device to receive and reply to messages from COMPANY and access certain other features (collectively, the "MOBILE SERVICES"). YOUR mobile carrier's normal messaging, data, and other rates and fees may apply to YOUR use of the MOBILE SERVICES. In addition, downloading, installing, or using certain MOBILE SERVICES may be prohibited or restricted by YOUR mobile carrier, and not all MOBILE SERVICES may work with all carriers or devices. Therefore, YOU are responsible for checking with YOUR mobile carrier to determine if the MOBILE SERVICES are available for YOUR mobile devices, what restrictions, if any, may be applicable to YOUR use of the MOBILE SERVICES and how much they will cost YOU. By using the MOBILE SERVICES, YOU agree that COMPANY may communicate with YOU by SMS, MMS or other electronic means to YOUR mobile device and that certain information about YOUR usage of the MOBILE SERVICES may be communicated to COMPANY. In the event YOU change or deactivate YOUR mobile telephone number, YOU agree to promptly update YOUR mobile subscription account information with us to ensure that the messages COMPANY intends to send to YOU are not sent to another entity who acquires such mobile telephone or number.

19. COOKIES: COMPANY's WEBSITE or ISP uses cookies to retrieve user details for each visit. Cookies are used in some areas of our WEBSITE to enable the functionality and ease of use for those people visiting. YOUR IP address may be used to help diagnose technical problems or to administer our WEBSITE. Additional information related to the use of cookies and other user information may be found in the COMPANY Privacy Policy located at www.cogisticstransportation.com/privacy-policy.

20. COMMUNICATIONS: The SERVICE may include certain communications via email or text message from COMPANY, such as service announcements, administrative messages, newsletters, etc. YOU understand that these communications shall be considered part of using the SERVICES.

21. PRIVACY POLICY: Our Privacy Policy is hereby incorporated into these TERMS AND CONDITIONS as described in this section and other applicable sections herein and governs our treatment of any information, including personally identifiable information YOU submit to us. YOU acknowledge that YOUR submission of any information, statements, data, and content to us is voluntary on YOUR part. For additional information please see the COMPANY Privacy Policy located at www.cogisticstransportation.com/privacy-policy.

22. DISCLAIMER OF WARRANTIES: YOUR use of the SERVICE is at YOUR sole risk. COMPANY, the SERVICE, the information contained on or made available through the SERVICE or WEBSITE, as well as any SERVICE offered in connection with COMPANY are made “as is,” “as available” and with all inaccuracies. To the fullest extent permissible under applicable law, COMPANY disclaims any and all warranties and representations and makes no warranty or representation of any kind, expressed, statutory, or implied, written or oral, including, but not limited to, those of merchantability or fitness for a particular purpose, accuracy, content, completeness, quality, systems integration, legality, reliability, operability, availability, title, non-infringement, or arising from a course of dealing, usage or trade practice. COMPANY does not represent or warrant that the SERVICE will meet YOUR specific requirements. COMPANY does not represent or warrant that the SERVICE will be uninterrupted, timely, secure, error-free, or free of computer viruses or other harmful mechanisms, that the quality of any products, services, information, or other material purchased or obtained by YOU through the SERVICE will meet YOUR expectations, or that any errors in the SERVICE will be corrected. COMPANY is not responsible and makes no representations or warranties for the delivery of messages sent through the SERVICE to anyone. The operation of the SERVICE may be interrupted due to maintenance, updates, or system or network failures. COMPANY disclaims all liability for damages caused by any such interruption or errors in functioning. Furthermore, COMPANY disclaims all liability for any malfunctioning, impossibility of access, or poor use conditions of the COMPANY site due to inappropriate equipment, disturbances related to internet service providers, to the saturation of the internet network, and for any other reason. YOU agree that COMPANY is not responsible for any charges incurred for any losses, damages, fines, claims, theft, legal expenses, or penalties of any kind related to YOUR use of the SERVICE.

23. LIMITATION OF LIABILITY: In no event shall COMPANY have any liability for damage, loss, or delay to goods shipped incidental to use of the SERVICES of any kind. COMPANY’s sole responsibility is to provide the COMPANY platform for use, subject to the TERMS AND CONDITIONS. To the extent the foregoing may be disallowed by applicable law, COMPANY’s liability shall be limited to the fullest extent otherwise permitted by law. YOU expressly understand and agree that COMPANY, its parents, subsidiaries and affiliated companies, and all of their respective directors, officers, agents and employees shall not be liable for any direct, special, indirect, incidental, consequential, exemplary, extra-contractual, or punitive damages of any kind whatsoever, which may or does result from the use of, access to, or inability to use this SERVICE, the content, or the products or SERVICES connected therewith, unauthorized access to or alteration of YOUR transmissions or data, statements or conduct of any third party of the SERVICE, any modification, price change, suspension or termination of the SERVICE, or any other matter relating to the SERVICE, regardless of legal

theory, whether or not any party had been advised of the possibility or probability of such damages, and even if the remedies otherwise available fail their essential purpose, including, without limitation, lost revenues or lost profits, business interruption, goodwill, use, or other intangible losses, damage caused to YOUR computer, computer software, systems and programs and the data thereon or the cost of procurement of substitute goods and services. This limitation of liability shall apply to prevent recovery of any of the aforementioned damages or any damages YOU may incur because of third-party services or other services or goods received through the SERVICE.

24. INDEMNIFICATION: YOU agree to defend, indemnify, and hold harmless COMPANY, its parents, subsidiaries and affiliated companies, and all of their respective directors, officers, employees, agents, and vendors from and against any and all suits, actions, claims, proceedings, damages, settlements, judgments, injuries, liabilities, losses, risks, costs, and expenses (including without limitation attorneys' fees and litigation expenses) relating to or arising from the SERVICE, YOUR access and/or use of the SERVICE (or any derivatives of the SERVICE offered to YOU) or any use under YOUR username and password whether or not authorized by YOU, YOUR fraud, violation of law, or willful misconduct, and any breach by YOU of these TERMS AND CONDITIONS, including, but not limited to, YOUR use of our WEBSITE, uploading, emailing, posting, publishing, transmitting or submitting any content, or any misrepresentation, breach of warranty or certification made by YOU.

25. CONFIDENTIALITY: YOU shall not directly or indirectly disclose to anyone, or use for YOUR own benefit, or anyone else's benefit, Confidential Information as defined herein except as necessary to facilitate transactions associated with using or subscribing to the SERVICE. "CONFIDENTIAL INFORMATION" shall include (but is not limited to) business and/or marketing and sales plans, financial information, trade secrets, intellectual property, names, contacts, personal information, shipping or other logistics information or requirements, billing amounts, or pricing information. CONFIDENTIAL INFORMATION may be disclosed orally, visually or in tangible form (whether by document, electronic media, or other form). The failure to mark, label or identify any of the above-described information as confidential shall not affect its status as part of the CONFIDENTIAL INFORMATION. COMPANY expressly agrees not to disclose to any third parties and/or parent, subsidiary and/or affiliated companies any TRANSPORTATION PROVIDER rate, SERVICE and/or pricing practice information it becomes aware of through its provision of SERVICES. Notwithstanding any provisions in these TERMS AND CONDITIONS to the contrary, COMPANY may use YOUR content for analytical purposes so long as COMPANY shall cause the content to be made anonymous as to source and/or applicability, and further cause it to become anonymous and generalized by removing from the data any and all information identifying it as YOUR content. YOU grant COMPANY the right to use, copy, manipulate, distribute, and develop YOUR anonymous and generalized content and make it available to other shipper customers, parent, subsidiary and/or affiliated companies, and/or third parties.

26. NO ASSIGNMENT: YOU shall not resell or assign YOUR rights or obligations under these TERMS AND CONDITIONS.

27. GOVERNING LAW AND VENUE: These TERMS AND CONDITIONS are governed by and construed in accordance with the laws of the State of Florida, without reference to its conflict of laws rules. YOU hereby expressly submit and consent to exclusive personal jurisdiction and exclusive venue of the federal and state courts of competent jurisdiction in

the State of Florida. Any litigation shall be filed in the District Court of Polk County, Florida or in the United States District Court for the Middle District of Florida, in Tampa, Florida.

28. NO WAIVER: YOU agree that the failure of COMPANY to exercise or enforce any right or provision of the TERMS AND CONDITIONS shall not constitute a waiver of such right or provision. Failure to enforce a breach or waiver of any provision or right shall not be deemed to constitute a waiver of any subsequent failure or breach, and shall not affect or limit the right to thereafter enforce such, or any other, term or provision.

29. COMPLETE AGREEMENT: YOU agree that the TERMS AND CONDITIONS constitute the entire, complete and exclusive agreement and understanding between YOU and COMPANY regarding the SERVICE and governs YOUR access to and use of the SERVICE, superseding any prior agreements, arrangements, or understandings, verbal or written, or whether established by custom, practice, policy or precedent, between YOU and COMPANY relating to the subject matter herein (including, but not limited to, any prior versions of the TERMS AND CONDITIONS). YOU also may be subject to additional TERMS AND CONDITIONS that may apply when YOU use or purchase certain other services, third-party content or third-party software. Notwithstanding this section, if YOU use another COMPANY product or service, the TERMS AND CONDITIONS of that product or service apply.

30. AGREEMENT UNAFFECTED BY UNENFORCEABLE TERM: In the event any terms or conditions are determined to be invalid or unenforceable, no other terms or conditions shall be affected, and the unaffected TERMS AND CONDITIONS shall remain valid and enforceable as written. The representations, rights and obligations hereunder shall survive relief and termination for any reason.

31. FORCE MAJEURE: Under no circumstances shall COMPANY be held liable for any delay or failure in performance resulting directly or indirectly from acts of nature, forces, or causes beyond its reasonable control, including, without limitation, Internet failures, computer equipment failures, telecommunication equipment failures, other equipment failures, loss of data, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, floods, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals, or nonperformance of third parties.

32. TERMINATION OF SERVICE BY YOU: YOU may terminate YOUR access at any time by contacting us at naops@cogisticstransportation.com These TERMS AND CONDITIONS shall survive any termination.