

TERMS OF USE AGREEMENT

PLEASE READ THE FOLLOWING TERMS OF USE AGREEMENT CAREFULLY BEFORE USING OUR WEBSITE AND/OR SERVICE.

You agree to and understand the following in its entirety:

This Cargofy Terms of Use Agreement (“Terms of Use Agreement”), the Cargofy Privacy Policy (“Privacy Policy”), and all policies posted on our cargofy.com domain, sub-domains, other Cargofy Powered sites, the Cargofy mobile applications, any available Cargofy APIs, and all other related services, websites, applications, and tools furnished to you in Cargofy’s online shipping marketplace, describe the terms and conditions with which Cargofy offers You, a registered user, (also referred to as “you”, “your”, “user”, or “Cargofy user”) may access and use our shipping marketplace services (collectively, “Services”). When You accept the terms and conditions of this Terms of Use Agreement, You hereby agree and acknowledge that at any time and in our sole discretion, we may modify the terms and conditions of this Terms of Use Agreement. If we make changes to the terms and conditions of this Terms of Use Agreement, we will notify you of such changes, through email and/or by posting the modified Terms of Use Agreement on the Cargofy website and by updating the “Last Revised Date” at the bottom of this Terms of Use Agreement. All modified terms and conditions shall take effect immediately after posting to the Cargofy website, or upon the stated date included within our notice. Your continued use of the Cargofy Services following the effective date of such changes will constitute your acceptance and consent to any and all modified terms. This Terms of Use Agreement may not be modified, amended, and/or changed by You in any manner. Furthermore, You agree that we may modify this Terms of Use Agreement or discontinue our Services at any time and without notice and without any liability or responsibility to You.

The legal entity You are entering into this Terms of Use Agreement with is Cargofy, mailing address located at 340 S Lemon Ave. #4331, Walnut, CA 91789.

THIS TERMS OF USE AGREEMENT CONTAINS AN ARBITRATION CLAUSE AND CLASS ACTION WAIVER. PLEASE SEE SECTION 32 OF THIS TERMS OF USE AGREEMENT BELOW REGARDING RESTRICTIONS ON YOUR LEGAL RIGHTS IN ANY DISPUTE INVOLVING OUR SERVICES, TERMS OF USE AGREEMENT, OR PRIVACY POLICY. THE ARBITRATION CLAUSE AND CLASS ACTION WAIVER GOVERNS HOW CLAIMS AGAINST CARGOFY CAN BE BROUGHT BY YOU AS A USER. BY AGREEING TO THE TERMS OF THIS TERMS OF USE AGREEMENT, YOU ACKNOWLEDGE AND AGREE TO SUBMIT ALL CLAIMS YOU MAY HAVE AGAINST CARGOFY THROUGH FINAL AND BINDING ARBITRATION AND YOU WAIVE ANY RIGHT TO PARTICIPATE IN CLASS ACTIONS, CLASS ARBITRATIONS, OR REPRESENTATIVE ACTIONS.

Payment processing services for Shippers and Service Providers on the Cargofy software platform are provided by Stripe and are subject to the Stripe Connected Account Agreement, which includes the Stripe Terms of Service (collectively, the “Stripe Services Agreement”). By agreeing to this Terms of Use Agreement, You agree to be bound by the Stripe Services Agreement, as the same may be modified by Stripe from time to time. As a condition of Cargofy enabling payment processing services through Stripe, You agree to provide Cargofy with accurate and complete information about You and Your business, and you authorize Cargofy to share it and transaction information related to Your use of the payment processing services provided by Stripe.

Cargofy does not guarantee any pricing, delivery, logistics, or other terms of business between you and other users of Cargofy’s Services. Cargofy does not provide any comprehensive guarantees regarding use of its Services, and our Services are not a substitute for thoughtfulness and awareness when engaging in business with other users. We at Cargofy

are not responsible for any losses, damages, or injuries that may result from your choice to engage in, or business you transact with another user of our Services. If you do not agree with the foregoing, please do not use our Services.

Cargofy discourages You against providing anyone with access to your login credentials to your user account. However, if You do give someone your username and password, or if You fail to adequately safeguard such information, You are responsible for any and all transactions the person performs while using your account, even if those transactions are fraudulent or You did not intend or want them performed.

1. License and Acceptable Use.

The Cargofy Services contain copyrighted material, inventions, know-how, potential patentable business method material, design logos, phrases, names, logos or applications, and code ("Intellectual Property Content") all of which, unless otherwise indicated and/or provided pursuant to a third party license, are our sole property and we retain all appurtenant rights, interests, and title thereto. We also claim ownership rights under the copyright and trademark laws with regard to the "look", "feel", "appearance", and "graphic function" of our Services including, but not limited to, its color combinations, sounds, layouts, and designs. You agree and acknowledge that your use of the Cargofy Services does not confer upon You any license or permission to use our (or any third party's) Intellectual Property Content. You shall not reproduce, reverse engineer, modify, display, sell, or distribute the Intellectual Property Content, or use it in any other way for public or commercial purpose. All other trademarks, service marks, and copyrights are held by their rightful owners. Cargofy grants to you a non-exclusive, non-transferable (except as permitted below), worldwide limited license to make use of the Cargofy Services. This license does not include any resale of Cargofy Services, or its contents. You may not collect and/or use any shipment listings, descriptions, or prices for any reason. You may not engage in: any derivative use of any Cargofy Service or its contents; any downloading or copying of account information; or any use of data mining, robots, or similar data gathering and extraction tools. All rights not expressly granted to You in this Terms of Use Agreement are reserved and retained by Cargofy or its licensors, suppliers, users, rightsholders, or other content providers. No Cargofy Service, nor any part of any Cargofy Service, may be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of Cargofy. You may not misuse the Cargofy Services. You may use the Cargofy Services only as permitted by law.

2. Definitions.

Shipper. A person or company that arranges to have goods shipped on their own behalf by any type of conveyance ("Shipper"). The Shipper might be the consignee (recipient of the shipment) or the consignor (sender of the shipment), or a third party that is neither. On Cargofy, Shippers may be referred to as the "Shipper" or "Broker" or "Shipping Customer" or "Customer" or "Booking Party".

Transportation Service Provider (TSP). Any party, person, agent, or Carrier that provides freight (or passenger) transportation and related services to a Shipper or agency. For the transportation of goods, this includes Carriers, Brokers, freight forwarders, and third-party logistics providers. On Cargofy, Transportation Service Providers may be referred to as "Carriers" or "Drivers" or "Service Providers".

Carrier. A person or company who provides transportation of goods (or passengers) for compensation.

Broker. A person who, for compensation, arranges, or offers to arrange, the transportation of goods by an authorized motor carrier. Motor carriers, or persons who are employees or bona fide agents of Carriers, are not Brokers within the meaning of this definition when they arrange or offer to arrange the transportation of shipments that they are authorized to transport and they have accepted and legally bound themselves to transport.

3. Cargofy is a Neutral Venue and Digital Clearinghouse.

Cargofy is not a Transportation Service Provider or Shipper. Our website acts as a venue where Shippers and TSPs can interact and enter into agreements. Cargofy is not a party to any shipping agreement made between Cargofy users via the Cargofy software platform. As a result, we have no control over the quality, safety, or legal aspects of the transactions that take place on our website. Cargofy does not prequalify or validate the claims or qualifications of TSPs, nor does Cargofy prequalify or validate the claims of Brokers including those related to compliance with the Moving Ahead for Progress in the 21st Century Act (MAP-21). Cargofy

does not endorse, recommend, or refer any specific TSP or Shipper, nor does Cargofy have any control or influence over actions or decisions made by users of the Service. All users of the Cargofy software platform make their own decisions and You acknowledge and agree that we are not in any way arranging transportation or shipping or logistics services on your behalf. Because we are not involved in the actual transaction between Shippers and TSPs, we have no control over the accuracy of listings, the ability of TSPs to transport items, or the ability of Shippers to send items. We cannot ensure the Shipper or TSP will actually complete a shipment. We cannot and do not guarantee the ability of users to complete or fulfill any services booked through the Cargofy software platform. Furthermore, due to the difficulty of individual authentication, especially on the Internet, we cannot and do not guarantee the verification of any user's identity. Any identity verification methods we employ are strictly on a best efforts basis and should not be solely relied upon by our users. You acknowledge and agree that any and all communications, correspondence, verbal or written or by electronic means, or any warranties or representations made with regard to the arrangement of transportation services are not provided by us and are specifically and solely between You and the other user.

4. Access to Site and Services.

You agree that You can form legally binding contracts under applicable law. Our Services are not available to temporarily or indefinitely suspended Cargofy users. You acknowledge that You are at least 18 years of age and you have reached the age of majority in the state or jurisdiction where You live or reside. If You are not yet 18 years old or have not reached the age of majority in the state or jurisdiction in which You live or reside, You may not use our Services. Your Cargofy account may not be transferred or sold to another party. If You are registering as a business entity, you represent that You have the authority to bind the entity to this agreement. If You are using our Services as a Broker, you agree that you possess the authority to act as a Broker on behalf of a Shipper or TSP. Users who engage in the transportation of goods must have a valid license to operate the vehicle they intend to use. You agree that the Cargofy Services are for transportation services only and that work that You provide will only involve transportation services. You agree that You will not use your participation in the Cargofy website as a means to sell or market any types of goods or products, unless specifically allowed by Cargofy in writing.

5. Shippers.

You are responsible for reading all terms, conditions, and tariffs published by TSPs when booking shipments on Cargofy. You are agreeing to the TSP's terms, conditions, and tariffs, and entering into a legally binding agreement with the TSP, unless the transaction is prohibited by law or by this Terms of Use Agreement. You acknowledge that, unless otherwise noted by the TSP, pickup dates, delivery dates, and transit times are estimates only and are not guaranteed. Cancellations may be requested by either party prior to services being rendered (see Section 11 for additional details). A TSP reserves the right to inspect your shipment before accepting it, and to refuse to transport any item prohibited by this Terms of Use Agreement or by law. **IMPORTANT:** Cargofy does not actively screen or qualify TSPs for compliance with federal, state or local laws and regulations, including, but not limited to, Broker compliance with the Moving Ahead for Progress in the 21st Century Act (MAP-21). It is recommended that You confirm such compliance directly with the TSP before services are rendered by the TSP.

6. Transportation Service Providers.

You must legally be able to transport the shipments You engage with through Cargofy. You agree that it is your sole obligation to comply with all laws, rules, statutes, and regulations that may apply including any and all local, state, and federal licensing requirements. TSPs agree that, through the various products and features on Cargofy, they are solely responsible for all aspects of services, pricing, and terms they offer the Shipper. Rates, services, and terms are solely provided by the TSPs and not by Cargofy. Cargofy does not verify or adhere to the terms put forth by the TSP, which are available on the TSP's public profile. These TSP terms may not directly violate Cargofy's Terms of Use Agreement. You understand and acknowledge that all shipment information is provided by other registered users and Cargofy has no control over or responsibility for the accuracy of this information. You are responsible for reading all of the shipment details, and by booking shipments on Cargofy, you are entering into a legally binding agreement to complete the services as requested by the Shipper.

7. Payments.

Shippers may be given one or more payment options at the time of booking with a TSP. As a part of the Cargofy service, some users can make online payments to one another. Cargofy Payments is not an escrow service and each individual user is solely in control of payments made through Cargofy. In other cases, partial payment in the form of an extra payment can be made through Cargofy with the balance to be paid directly to the TSP. Cargofy has no control over the payments between users or the release of funds.

a) Full Pre-authorized Payment: Cargofy pre-authorizes the total shipping price using the Shipper's default payment method. The Shipper is presented with a release payment to driver button (to be clicked by Shipper upon completion of a shipment) and the payment is automatically captured and released to the TSP after clicking the button.

For all shipments, when delivery is completed, the Shipper releases payment from their account by clicking the "Release Payment to Driver" button and marking the shipment as "Delivered", which is the equivalent of making a non-reversible cash payment. TSPs can only ask for the payment after the load is delivered when being paid through Cargofy Payments (exception: shipments of live animals may require payment at pickup). The Shipper agrees that they will release the payment to the TSP upon delivery of the shipment regardless of damages, delays, or any other service level issue that might have occurred during transit. Cargofy will make commercially reasonable efforts to ensure proper disbursement of funds among Shippers and TSPs; however Cargofy shall have no liability or be otherwise indebted to the TSP if the Shipper fails to satisfy the condition of payment, nor will Cargofy be liable to the Shipper for any damages, missing items, or other service level issues that occurred during the shipping process. In consideration for the costs and resources incurred by Cargofy in keeping the account open and undertaking such efforts, the Shipper and the TSP hereby acknowledge and agree that Cargofy shall charge a dormancy fee on a monthly basis of 12.5%, commencing 120 days following the authorization of the payment due to TSP with Cargofy (the "Dormancy Fees"). In no event, shall the aggregate Dormancy Fees exceed the amount of the payment due to TSP. If, 365 days after the date of booking, commercially reasonable efforts do not result in the disbursement of funds, any remaining funds associated with the transaction(s) in question shall be deemed forfeited and shall become property of Cargofy for failure by the Shipper to satisfy the condition of releasing the payment code or term of this Terms of Use Agreement. If a Shipper refuses to release the payment, Cargofy cannot release payment without the Shipper's consent under any circumstance and the right to payment by the TSP shall then be conditioned on the Shipper's consent. It is the responsibility of both the TSP and Shipper to resolve all monetary disputes, damage claims, breach of contract claims, etc. outside of Cargofy. The Shipper and TSP acknowledge and agree that Cargofy shall not have any obligations or liability to the TSP unless Cargofy fails to fulfill its explicit obligations hereunder.

The foregoing shall not apply to Less-than-Truckload ("LTL") shipments where the TSP and Shipper have contracted for completion of a shipment to occur 120 days after booking; where the Carrier fails to provide a Bill of Lading ("BOL") to Shipper so that Shipper is unable to meet its payment obligation to the Service Provider; or on any rate adjustments that occur 120 days after booking.

The funds are made available for withdrawal by the TSP's Cargofy account when the payment is released and processed by Stripe.

b) Chargebacks and Reversed Payments: In the event that a Shipper successfully charges back a credit or debit card payment or reverses any other payment type, then Cargofy will reverse the payment within the Shipper and TSP accounts and the shipment would then be treated as unpaid.

Unwarranted chargebacks or payment reversals initiated by Cargofy users are prohibited, will result in the suspension of your Cargofy account, and may result in Cargofy pursuing any and all options at its disposal to collect the withdrawn funds including, but not limited to, sending your unpaid account to a third-party collection agency. In the event that shipping services were not performed, all users must abide by the Cargofy cancellation policy described in Section 11 below. The Cargofy cancellation process ensures the integrity of the feedback system and accuracy of any refund.

There are situations where a chargeback may be warranted, such as when a user feels that their card or payment method has been charged fraudulently. Prior to any chargeback

initiation, Cargofy must be notified by the cardholder so that Cargofy may investigate the claim to determine if a chargeback is appropriate. A chargeback may not be filed as a replacement, or an addition to, a cancellation of a Cargofy transaction.

If a chargeback of the Shipper's payment is initiated and accepted by the payment processor or other entity, Cargofy reserves the right to charge the TSP for any costs associated with the chargeback. If a chargeback is accepted, the TSP becomes responsible for that invoiceable amount.

8. Pricing and Price Changes.

Cargofy does not set or control prices offered by Shippers or TSPs. Quotes and offers Shippers receive from TSPs are required to be all-inclusive based on the information Shippers provide; however, if the actual shipment characteristics are materially different than specified by the Shipper and result in changes such as but not limited to equipment required, space required, accessorial services required, all duties, customs assessments, governmental penalties and fines, taxes, and legal costs allocable to shipments, then TSPs may invoice a different amount than the original quote, and the Booking Party shall be responsible for all additional costs incurred.

Transit time will not affect the final invoice price unless specifically stated in the TSP's rules tariff. Transit times are not guaranteed by Cargofy. If the dimensions and/or weight of the shipment vary from the original quote, the TSP may charge additional amounts above the quoted price and the Booking Party shall be responsible for all additional costs incurred. TSPs may require the use of additional equipment and/or services to complete delivery of a shipment, in such cases, the TSP may invoice the Shipper to reflect the additional transportation costs and the Booking Party shall be responsible for payment of all additional charges. Shippers must be notified by TSP of any price changes or new fees. Shippers must then change the shipping price or make extra payment that is requested within 48 hours.

9. Fees.

You are solely responsible for all transactions conducted through your account and for paying all fees incurred by any users of your account as well as all applicable taxes. Some features on Cargofy require a payment method to be on file with Cargofy. You authorize Cargofy to charge any applicable fees to the payment method(s) You provide to us. Cargofy reserves the right to waive or change our fees, penalties, or interest at any time. We may temporarily change or suspend our fees as a promotion and such changes are effective for the promotional period indicated in writing by Cargofy.

a) Basic Accounts Fees. There are no registration or subscription fees for basic Shipper and TSP (personal or business) accounts.

Shipper Listing/Posting Fees. Cargofy may collect a listing fee in order to list a shipment. The amount for such a listing fee, if any, will be displayed to users before listing any shipment.

Shipper Service Charges. Cargofy may collect a Service Charge fee ("Cargofy fee") from the Shipper at the time of booking. The amount for such a Service Charge, if any, will be displayed to the Shipper before booking. This fee is non-refundable in the event of a booked shipment.

TSP Service Charges. Cargofy may collect a Service Charge fee ("Booking fee") from the TSP at the time of booking. The amount for such a Service Charge, if any, will be displayed to the TSP before booking. This fee is non-refundable.

b) Premium Accounts Fees. There are subscription fees for premium TSP (personal and business) accounts.

TSP Paid Subscription Licenses. Cargofy may collect a subscription fee ("Cargofy Premium fee") from the TSP. Cargofy reserves the right to offer for fee subscriptions for any or all parts of the Service. The amount for such a subscription fee, if any, will be displayed to the TSP before checkout. This fee is non-refundable.

If you elect to use a for fee subscription Service you additionally agree:

- that you are opting into using the subscription;
- that Cargofy in its sole discretion may make or change the features or offers available in for fee subscriptions at any time;
- that you are bound by the terms and conditions of the payment platform you use to pay the subscription fee;

- that your purchase may be subject to foreign exchange fees or differences in prices based on location (e.g. exchange rates);
- that we may store and continue billing your payment method (e.g. credit card) even after it has expired, to avoid interruptions in your Services and to use to pay other Services you may buy;
- that if you purchase a subscription, your payment method automatically will be charged at the start of each subscription period for the fees and taxes applicable to that period. To avoid future charges, you need to cancel it yourself before the renewal date. Learn how to cancel or suspend your Premium Services;
- that any payments are non-refundable, including fees and other charges. Cargofy Premium subscriptions are non-refundable;

All of your purchases of Premium Services are subject to Cargofy's refund policy.

c) Cargofy Payments and Withdrawal Fees. Refer to Section 7 for full Cargofy Payment program details.)

There are no fees to receive payments via the Cargofy Payments program. Fees may apply to withdraw from Cargofy depending on the TSP's selected withdrawal method. Please see [click here](#) for further detail on withdrawal methods.

d) Penalty Fees.

Failed ACH Fees. If payment by bank account (ACH) is not received for any reason, a fee of USD \$50.00 will be debited to your Cargofy account.

Unpaid Balance Fees. If, for any reason, any unpaid balances have not been received or in any manner realized by Cargofy on matches that have been completed by You for the services and any additional services performed by You ("Unpaid Balances"), You agree to pay such Unpaid Balance immediately. If in any billing period, we are not able to collect the full Unpaid Balance from your available Cargofy account balance, we reserve the right to charge your payment method on file for the balance(s) associated. Cargofy reserves the right to charge your account an Unpaid Balance penalty of 5% of the total cost or USD \$10, whichever is greater, and hold your account until the debt has been settled if not paid within 5 days of debt creation. If the balance remains unpaid for 30 days, the account in question will be suspended. If the Unpaid Balance is not addressed within 60 days, the account in question will be sent to collections.

In addition, Cargofy may charge interest, in the amount of 1.5% per month or fraction thereof on any unpaid account balance that You maintain. Any partial payments made to users' account balances will first be applied to the most recent fees owed to Cargofy. If at any time after 30 days we cannot collect any fees owed to us, we may suspend or terminate your account, or, at our sole discretion, take any additional action necessary to collect the Unpaid Balance. Cargofy reserves the right to waive or change our fees, penalties, or interest charged at any time. Cargofy also reserves the right to prevent You from changing your transactional currency until You have paid all Unpaid Balances. You also agree to pay any costs of collection incurred by us with respect to any Unpaid Balance. You also consent and authorize us to, in our sole discretion, make appropriate reports to third-party credit collection agencies, credit reporting agencies, financial institutions, tax agencies, and law enforcement authorities, and cooperate with them in any resulting investigation or prosecution.

10. Authorization to Credit and Debit Accounts.

As a Shipper or TSP, You irrevocably and expressly authorize Cargofy to credit any monies to the account that You have identified for Cargofy. You agree that it is your responsibility to maintain a valid credit card or bank account on file with us while engaging in activity with the Cargofy Services. You agree that if You do not maintain a valid credit card or bank account on file with us during any billing attempt, You may be subject to interest and penalties per Section 9.d.2. You expressly authorize Cargofy to withhold any monies and/or debit any monies from any account that You have identified to Cargofy for any chargebacks, fees, costs, deductions, adjustments, and any other amounts owed to Cargofy. We reserve our rights to all actions and remedies in connection with any monies owed to Cargofy.

11. Match Cancellations and Account Credits.

A cancellation may be requested by either party after a shipment is booked on Cargofy but before any services are performed. Cancellations should only be requested after reasonable attempts have been made to reach an agreeable solution and it is certain that the services that

were booked on Cargofy will not be performed. When You request a cancellation, the other party will be notified.

When your request for cancellation is processed and automatically accepted, the match will be cancelled.

a) Refunds and Credits. For all cancelled shipments, the Shipper Service Charge (“Cargofy fee”) and TSP Service Charge (“Booking fee”) will be collected by Cargofy as our cancellation fee. At Cargofy's sole discretion, and on a case-by-case basis, we may offer the cancellation fee as a discount to a future transaction; provided, however, that in such cases (i) the right to such discount shall be conditioned, and may be given in consideration for the Shipper consummating a future transaction with Cargofy within 365 days following the issuance of such credit, and (ii) such discount shall have no cash value and shall not be transferable. A Shipper may receive a full refund of the booked shipment price and Shipper Service Charge for cancelled Cargofy Payments transactions up to 120 days after the booking date. A refund can only be given if the Cargofy Payments payment has not been released to the TSP.

12. Mobile Application Usage.

When using the Services on a mobile device and/or the Cargofy mobile application, you shall: (i) observe all traffic laws and otherwise drive safely; (ii) use your good personal judgment while driving, (iii) not interact with the app, unless your vehicle is stationary and legally parked; (iv) not use the Services for any illegal, unauthorized, unintended, unsafe, hazardous, or unlawful purposes.

Cargofy does not warrant that the mobile application will be compatible or interoperable with your mobile device or any other piece of hardware, software, or equipment. Furthermore, you acknowledge that compatibility and interpretability problems can cause the performance of your mobile device to diminish or fail completely, and may result in permanent damage to your mobile device, and corruption of the software of and files located on your mobile device, and Cargofy shall have no liability should these problems arise. You assume all responsibility and risk for the use of the Cargofy Services and mobile applications.

You may only access the Service using authorized means. It is your responsibility to check to ensure you download the correct application for your device. Cargofy is not liable if you do not have a compatible mobile device or if you download the wrong version of the application for your mobile device. Cargofy reserves the right to terminate the Service and the use of the application should you be using the Service or application with an incompatible or unauthorized device. You will comply with all applicable laws from your home nation, the country, state, and/or city in which you are present while using the application or Service.

13. Bills of Lading.

For certain shipments and for the convenience of the parties to a shipment, Cargofy generates an electronic and/or printable bill of lading utilizing the booking information provided by both parties for your use in tendering the shipment. The bill of lading issued in connection with each shipment is non-negotiable and shall be deemed, conclusively, to have been prepared by You, the Shipper. The parties agree that Cargofy does not issue the bill of lading and that Cargofy is not a party to the bill of lading. For certain TSPs, a failure by the Shipper to provide the bill of lading generated via Cargofy to the selected TSP may result in the loss of the quoted rate. If the Shipper makes changes to a shipment after booking, then the Shipper is required to either make changes to the bill of lading or cancel the shipment and rebook with current information. TSPs shall have no obligation to honor rate quotes in any of the following instances: any alteration of the bill of lading, or tendering of shipments to any Carrier other than the selected TSP, or the use of a bill of lading not generated via the Cargofy software platform. These terms and conditions apply when using the Standard Bill of Lading available on Cargofy: Standard Bill of Lading Terms and Conditions.

14. Carrier Cargo Claims and Carrier Limitations of Liability.

As a neutral venue, Cargofy does not set terms specific to Carrier cargo liability. Except where otherwise provided by the Carrier via the Cargofy software platform, the Carrier liability for any cargo damage, loss, or theft from any cause shall be determined under the presiding, applicable law. All cargo claims should be submitted immediately by the Shipper to the selected TSP to help ensure timely resolution, and Cargofy shall have no liability or

responsibility for same. The Shipper may not offset freight or other charges against claims for any loss, damage, misdelivery, or non-delivery. Where provided by the Carrier through Cargofy, the liability for cargo loss offered will be determined by the individual Carrier's governing General Rules Tariff or terms and conditions in effect at the time of shipment. If a shipment contains freight with a predetermined exception value, as determined by the selected Carrier, the maximum exception liability will override the otherwise standard liability for cargo loss. The maximum amount that a Shipper may recover on a cargo claim will be that which is recoverable under the Carrier's published liability limits and/or tariffs.

15. Information You Submit.

You solely are responsible for any information You provide to us or other users in the registration, shipping, transportation process, or any other use of our Services. Your personal information and any shipment listings must be true, legal, accurate, and non-fraudulent. You authorize Cargofy to use the information You supply to us in connection with our Services and in accordance with this Agreement. You acknowledge and agree that our Services act as a passive conduit for any and all communication and/or distribution of information and such communication and/or distribution does not constitute a sale of information. We have no control, editorial or otherwise, over any communication, information, and specifically, over the content of such communication or information. We do not and will not ensure the accuracy or reliability of such communication or information, nor will we act as a monitor over the content of such communication or information. However, we do reserve the absolute right to remove or restrict any communication or information that You may post to the Cargofy Services that is in the sole opinion of Cargofy a violation of this Agreement, illegal, discriminatory, threatening, or lewd. You assume legal responsibility for all damages incurred as a result of any of your online communication or distribution of information.

Furthermore, You expressly represent and warrant the following: (1) You are the owner, with all appurtenant rights thereto, of any and all communication, content and/or information that You post on the Cargofy Services, or; (2) You are the legitimate and rightful grantee of a worldwide, royalty free, perpetual, irrevocable, sub-licensable, non-exclusive license to use, distribute, reproduce and distribute such communication, content, and/or information. To only that extent to allow us to use your communication, content, and/or information and not violate your rights in the same, You grant to us a royalty free, transferable, worldwide, perpetual, irrevocable, sub-licensable, non-exclusive license to exercise the copyright, publicity, and database rights that You have in your communication, content, and/or information. You further represent and warrant that any and all of your online communication, content, and/or information will not, in the sole opinion of Cargofy:

- Violate any international, federal or state law, regulation, rule, or statute;
- Violate the terms of this Agreement;
- Infringe upon any third party's intellectual property rights including, but not limited to, copyright, patent, or trademark rights;
- Contain obscene, lewd, or suggestive content and under no circumstances will it contain pornography;
- Be libelous, threatening, discriminatory, harassing, or defamatory. This specifically includes making legal claims of any sort about Cargofy employees, agents, other users, or any of the Cargofy Services;
- Knowingly contain any computer hardware or software, viruses, trojan horses, worms, or any other computer programming that may interfere with the operation of our Services, operation of any of our systems, and/or create or impose a large burden or load on our Services;
- Scan or test the vulnerability or security of our Services or the system within which our Services operate;
- Be used for commercial or public purposes outside of the requirements of this Agreement;
- Knowingly create liability for Cargofy through your use of Cargofy's Services;
- Frame or link to our Services without our written permission; or
- Knowingly involve the upload, or insertion of, any programming language or code into or onto our Services.

a) Cargofy User Moderation. A registered user who receives a ban on three separate occasions is subject to suspension of their account. Cargofy reserves the right to edit, amend, or delete any information posted on the Cargofy Services if, in the sole opinion of Cargofy, it is in violation of any policy.

b) Information Posted Publicly. Unless otherwise indicated, shipping transaction activity on Cargofy is intended to be made public, and You are authorizing Cargofy to use or repurpose this information within the scope of the Cargofy Services and this Agreement, including in a user identifiable manner. In order to maintain the safety, security and integrity of the Cargofy Service, You may not provide contact information to other users prior to booking and never on any public area of the site.

c) Information Posted Privately. For any information You provide that is expressly not intended to be made public, You grant Cargofy a right to use the information in aggregate or in a non-user identifiable manner pursuant to our Privacy Policy.

d) Some portions of the Cargofy platform implement Google Maps or HERE mapping services, including Google Maps and HERE API(s). Your use of Google Maps is subject to Google's Terms of Service. Your use of HERE mapping services is subject to HERE Service Terms.

16. Prohibited Activities.

Cargofy may suspend or remove your account if we suspect that You have engaged in prohibited activities in connection with our Services. Cargofy reserves the right, but is not obligated, to edit, amend, or delete any prohibited or malicious content that users submit on our Services. Users may not manipulate or attempt to manipulate other users' Cargofy accounts. Other prohibited activities include, but are not limited to:

- Requesting payment from another Cargofy user via instant cash transfer services (non-bank, point-to-point cash transfer services such as Western Union or Moneygram);
- Improperly influencing in any manner, or cause another to improperly influence or manipulate in any manner the feedback of the user;
- Posting and/or copying and pasting the content of a user feedback review from the Cargofy Services to your own personal or business website, to any other third party website, and/or on any of your own personal, business, or third party marketing/advertising materials regardless of the form;
- Posting or attempting to post, in any manner or by any means, a feedback review on your own Cargofy account;
- Asking Shippers to pay off-site through another form of payment when they have already paid through Cargofy Payments;
- Changing, or in any way attempting to collect from users, as an additional charge to the total amount agreed upon for the services, the Cargofy Service Charges, or;
- Charging users a higher price (including taxes, service charges, or any other fees) than that which was agreed upon on Cargofy (provided that the shipment was as described on Cargofy). The booked shipment price must include ANY and ALL charges, including any taxes, fees, etc.;
- Representing or communicating to users that You are to collect the Cargofy Service Charge;
- Causing another person or entity to engage in any conduct, act, or behavior intended or designed to circumvent or avoid, in any manner, our right to the Cargofy Service Charge;
- Entering into any transaction, letter of intent, or memorandum of understanding, written or verbal, formal or informal agreement, with a user, that circumvents or avoids our right to a Service Charge;
- Communicating or corresponding, whether by written, verbal, or electronic means, with a user, for the purpose of entering into an agreement or transaction that circumvents or avoids our right to a Service Charge;
- Entering personal contact information, such as but not limited to: website addresses, fax numbers, phone numbers, street addresses, or email addresses;
- Using personal contact information, such as but not limited to: website addresses, fax numbers, phone numbers, street addresses, or email addresses, obtained through the Cargofy site to offer to deliver a listed shipment off-site or to offer a shipment for delivery off-site;
- Using the Cargofy name on your own personal and/or business website in any manner, including in the URL without express written consent of Cargofy;
- Attempting to redirect website traffic from the Cargofy software platform to your own personal and/or business website in any manner.

17. Right to Suspend or Remove Users.

We reserve the absolute right to reject or suspend your participation, or remove You from your current participation, with the Cargofy Services at any time and for any reason or for no reason and without notice to You. We are not liable for any damage or loss resulting from such hold, suspension, or removal. Events and scenarios that may result in the suspension or removal of your participation include but are not limited to: banning; abusive or hostile behavior; unresolved disputes; creating and/or maintaining multiple accounts or relation to other accounts; committing fraud or violating this Terms of Use Agreement; and, poor performance on the site (high cancellations, negative feedback, etc.). Cargofy has no obligation to disclose the reason for actions taken under this section. All decisions are final.

18. Feedback.

For each Cargofy transaction, the Shipper and TSP are allowed to rate each other by leaving feedback for one another. TSPs and Shippers leave feedback directly through Cargofy. Feedback should be left only after a shipment has been delivered or a cancellation has been completed. Feedback for TSPs consists of the Shipper leaving a star rating (with a 1-star rating being the lowest and a 5-star rating being the highest), writing a short comment about their experience with the TSP. Feedback for Shippers consists of the TSP leaving a rating (with a 1-star rating being the lowest and a 5-star rating being the highest) and writing a short comment about their experience with the Shipper. You acknowledge that your feedback consists of comments left by other Cargofy users and a composite feedback score compiled by Cargofy. You agree that You will not use your Cargofy feedback in any venue other than Cargofy. Users should always use caution and good judgment when leaving feedback for another user because You could be held legally responsible for damages to a user's reputation if a court were to find that the remarks constitute libel or defamation. Under federal law (the Communications Decency Act), because Cargofy does not censor feedback or investigate it for accuracy, Cargofy is not legally responsible for the remarks that users post, even if those remarks are defamatory. However, this law does not protect the person who leaves the feedback from responsibility for it.

a) Feedback Calculations for TSPs. Feedback scores for TSPs are calculated after completion of a shipment. Star ratings are calculated when a Shipper rates a TSP's services between 1 and 5 stars (with 1-star rating being the lowest and a 5-star rating being the highest) after either completion or cancellation of a shipment.

b) Feedback Calculations for Shippers. Feedback scores for Shippers are calculated after completion of a shipment. Feedback scores for Shippers are calculated when a TSP rates a Shipper between 1 and 5 stars (with 1-star rating being the lowest and a 5-star rating being the highest) after either completion or cancellation of a shipment.

c) Resolving Feedback Disputes.

To maintain the integrity of the feedback system, feedback left for a user is a permanent part of that user's profile. Feedback comments cannot be edited at a later date. Users should resolve any misunderstandings prior to leaving feedback, as most misunderstandings can and are resolved quickly through direct communication. There may be times when You are unhappy with, disagree with, or regret feedback that You left for another user, or that may have been left for You. If You have a disagreement over feedback that has been left, You don't have options to respond.

19. Dispute Resolution.

Disputes between You and Cargofy regarding our Services should be reported to Cargofy Support and are otherwise governed by Section 34 of this Terms of Use Agreement. We will attempt to resolve any disputes between you and another user through customer support protocols. Because we are a neutral venue, however, we are not responsible for successfully resolving any disputes, nor are we responsible for any decisions made or actions taken in a reasonable effort to assist in the resolution of a dispute involving You. If You report a dispute to Cargofy, we will make reasonable efforts to help both parties communicate; however, all disputes must be resolved directly between You and the other party. Therefore, if we are contacted by a user who claims to have a dispute with You regarding transactions completed on Cargofy and they request your contact information (including, but not limited to, any of your provided phone numbers and/or addresses) to settle the dispute, You expressly authorize us to release your provided contact information to the Cargofy user and You agree to release us from any and all liability associated therewith. We encourage You to report all user-to-user

disputes to law enforcement officials, or a certified mediation or arbitration entity. When appropriate, we also encourage you to report disputes involving fraud, theft, or other criminal activity to the appropriate law enforcement agencies.

20. Prohibited and Restricted Items.

You may not list any shipment on our site that violates any applicable law, statute, ordinance, regulation, or includes prohibited items. Prohibited items are defined as hazardous or dangerous goods that may pose a danger to health, safety, or property while being transported (such as explosives, radioactive materials, flammable gases and solids, and toxic substances). Hazardous goods that cannot be shipped through the mail or commercial carrier are not allowed on Cargofy. The few hazardous materials that lawfully may be transported under certain conditions (if they are properly packaged and labeled) may be listed on Cargofy - provided that the listing contains a clear notice of the hazardous nature of the material and a description of the planned method of shipping that complies with the law. For details on particular hazardous substances and transportation requirements in the US, see the U.S. Postal Service Publication 52. For details on particular hazardous substances and transportation requirements outside of the U.S., please consult your local postal authority and/or regulatory agency. Restricted Items are defined as items considered restricted or perishable by the U.S. Postal Service which generally do not pose a danger to health, safety, or property while being transported, but their transport is regulated or banned for public policy reasons. Generally, restricted or perishable items that can lawfully be transported by mail or commercial carrier are permitted on Cargofy (see U.S. Postal Service Publication 52 for additional details). Full responsibility rests with the consigner to comply with all postal and non-postal laws and regulations that relate to the mailing of hazardous, restricted, and perishable material. Anyone who sends, or causes to be sent, a non-mailable or improperly packaged hazardous material can be subject to legal penalties (i.e. fines and/or imprisonment), including, but not limited to, those specified in 18 U.S.C.

21. (U.S. Only) Household Goods Shipments.

Federal Motor Carrier Safety Administration (FMCSA), part of the U.S. Department of Transportation, administers laws and regulations for the protection of Shippers of household goods. Your TSP is required by the FMCSA to provide You with certain information pertaining to a household goods move. You can determine the FMCSA registration and safety status of your TSP at www.fmcsa.dot.gov and review the FMCSA regulations for household goods moves as well as other helpful information at ProtectYourMove.gov.

22. (U.S. Only) Non-household Goods Shipments.

The Federal Motor Carrier Safety Administration, part of the U.S. Department of Transportation, requires that all TSPs handling interstate shipments register with it and provide certain information. You can determine the registration and safety statutes of your TSP at www.fmcsa.dot.gov. Certain transportation services may involve movements only within one state. A number of states have statutes and regulations pertaining to such intrastate transportation. We suggest You check with your state Department of Transportation if your service is entirely within one state.

23. No Agency.

You hereby agree and acknowledge that your execution of this Agreement, your provision of services and/or your use of the Cargofy Services, does not confer or imply any contractor (independent or otherwise), agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship with us and furthermore that no affiliation, association, or connection exists between You and Cargofy.

24. Release.

Should you have a dispute with one or more Cargofy users, You release Cargofy, its officers, directors, agents, advisors, attorneys, accountants, and employees from all claims, demands, and damages (actual and consequential) of any kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes and/or this Terms of Use Agreement.

25. Confidentiality/Non-Disclosure.

As a result of the performance of this Agreement and whether due to any intentional or negligent act or omission, we may disclose to You or You may otherwise learn of, or discover, our documents, business practices, object code, source code, management styles, day-to-day business operations, capabilities, systems, current and future strategies, marketing information, financial information, software, technologies, processes, procedures, methods and applications, or other aspects of our business ("Our Information"). You hereby agree and acknowledge that any and all of Our Information is confidential and shall be our sole and exclusive intellectual property and proprietary information. You agree to use Our Information only for the specific purposes as allowed by the performance of this Agreement. Any disclosure of Our Information to a third party specifically including a direct competitor is strictly prohibited. All obligations contained in this Section 25 shall survive the termination of this Agreement. Furthermore, You acknowledge that Our Information is proprietary, confidential, and extremely valuable to us, and that we would be materially damaged by your disclosure of Our Information. You acknowledge and agree that monetary damages provide an insufficient remedy for the breach of this confidentiality obligation, and that we shall be entitled to injunctive relief in addition to recovery for damages.

26. Taxes.

You are solely responsible for any and all taxes, levies, charges, and fees incurred or that may be payable to any taxing authority in connection with the transactions hereunder, other than any income tax incurred by Cargofy.

27. Record Keeping/Audit.

Cargofy reserves the right to keep all records of any and all transactions and communications between You and other users for administration purposes in accordance with all applicable laws and regulations. All records will be kept in accordance with applicable privacy laws and regulations.

28. Non-solicitation.

During the term of this Agreement You shall not solicit to hire nor hire our employees of whom You become aware of through the performance of this Agreement. Furthermore, You shall not otherwise interfere with any of Cargofy's other business relationships including, but not limited to, those with other Cargofy users, vendors, or business associates. Specifically, You shall not knowingly, directly or indirectly, solicit or attempt to solicit, divert, and/or send marketing content to any Cargofy user in which you initially met through Cargofy.

29. Unsolicited Idea Submission.

We always want to receive messages and feedback from Cargofy users and welcome any comments regarding the Cargofy marketplace. However, Cargofy policy does not allow us to accept or consider ideas, suggestions, or proposals other than those we specifically request. The intent of this policy is to avoid the possibility of future misunderstandings when new functionality and features developed internally by Cargofy might be similar or even identical to your idea.

If You do send Cargofy an unsolicited suggestion, idea, or proposal, or if You send, at the request of Cargofy, a comment or suggestion to improve the Cargofy Marketplace (for example, through discussion boards or via email) (collectively, the "Submission"), Cargofy will consider the Submission to be non-confidential and non-proprietary. Cargofy shall have no obligations concerning the Submission, contractual or otherwise (including, but not limited to, an obligation to keep the Submission confidential), and shall not be liable for any use or disclosure of any Submission. Cargofy shall be entitled to unrestricted use of the Submission for any purpose whatsoever, commercial or otherwise, without compensation to you.

30. Remedies.

If You use our Services in violation of this agreement, we are authorized to take action against you as a user and/or take action against your Cargofy account which may include, but is not limited to, the immediate removal of your shipment listing(s), offers, bids, and/or profile, notifying our users of your actions, issuing a warning, temporarily suspending your user status, terminating your user status, and/or refusing to provide our Services to You in the future.

31. Limited Liability and No Warranty.

You acknowledge that we cannot guarantee the continuous operation of or access to our sites, Services, or tools including those of third-party solution providers. You further acknowledge that operation of and access to our sites, Services, or tools including those of third-party solution providers may be interfered with as a result of technical issues or numerous factors outside of our control. You agree that Cargofy is not responsible for any failures, delays, outages, or otherwise not making the Services available at any time. You agree that You are making use of our sites, Services, and tools including those of third-party solution providers at your own risk, and that they are being provided to You on an "AS IS" and "AS AVAILABLE" basis. Accordingly, to the extent permitted by applicable law, we exclude all express or implied warranties, terms and conditions including, but not limited to, implied warranties of merchantability, warranties of title, and fitness for a particular purpose.

In addition, to the extent permitted by applicable law, we are not liable, and You agree not to hold Cargofy responsible, for any damages or losses resulting in any way from the foregoing in this Section 31, or the following:

- Viruses or other malicious software obtained by accessing our Services, or tools linked to our Services including those of third-party solution providers;
- Glitches, bugs, errors, or inaccuracies of any kind including information and graphics obtained from or in our Services;
- The content, actions, or inactions of third parties, including items listed using our Services;
- Your need to modify practices, content, or behavior or your loss of or inability to do business, as a result of changes to this Agreement or our policies;
- Changes to the Service availability, including planned or unplanned Service downtime;
- Changes to any Cargofy products, features, or Services; and
- Your removal from the Cargofy marketplace.

Some jurisdictions do not allow the disclaimer of warranties or exclusion of damages, so such disclaimers and exclusions may not apply to You. In such jurisdictions, it is the intent of the parties to this Terms of Use Agreement to make clear that Cargofy's liability is extremely limited and provides its services "AS IS", and if this Terms of Use Agreement is modified by any Court of competent jurisdiction to conform to local law, such modification shall be conducted while preserving the original intent of the parties as closely as possible.

32. Indemnity.

You agree to indemnify and hold Cargofy and our officers, directors, agents, advisors, attorneys, accountants, and employees harmless from any claim or demand, including the cost of your attorneys' fees, made by any third party due to or arising out of your negligence, breach of this Agreement, misuse of Cargofy's Services, or violation of any law or the rights of a third party.

33. Legal Compliance.

You shall comply with all applicable domestic and international laws, statutes, ordinances, and regulations regarding your use of the Cargofy Services and your listing, shipping, transporting, and solicitation of offers to ship and transport items.

34. Arbitration and Waiver of Class Actions.

PLEASE READ THIS SECTION CAREFULLY BECAUSE IT IS AN AGREEMENT TO ARBITRATE DISPUTES ("ARBITRATION AGREEMENT") AND IT LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF. YOU UNDERSTAND AND AGREE THAT YOU WOULD HAVE HAD A RIGHT TO LITIGATE DISPUTES THROUGH A COURT AND TO HAVE A JUDGE OR JURY DECIDE YOUR CASE, BUT BY ENTERING INTO THIS AGREEMENT CHOOSE TO HAVE ANY DISPUTE RESOLVED THROUGH BINDING INDIVIDUAL ARBITRATION. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY NOT BE AVAILABLE OR MAY BE MORE LIMITED IN ARBITRATION, INCLUDING YOUR RIGHT TO APPEAL. In consideration for our willingness to provide you with access to our sites, Services, or tools, you and we agree as follows: Any legal claim arising out of or relating to this Agreement or our Services (excluding legal action taken by Cargofy to collect our fees or recover damages

for, or obtain an injunction relating to, the Cargofy operations, intellectual property, or Our Information), shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association, including, if necessary, the Optional Rules for Emergency Measures of Protection. The arbitration shall be conducted in Austin, Texas, and judgment on the arbitration award may be entered into any court having jurisdiction thereof. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS SECTION 34 MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE CLIENT OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CLIENT OR USER. YOU HEREBY WAIVE YOUR RIGHT TO COMMENCE OR PARTICIPATE IN ANY SUCH COLLECTIVE OR REPRESENTATIVE PROCEEDING.

35. Trademark and Domain Name Protection.

The Cargofy Services contain trademarks, trade names, trade dress, service marks, domain names, and other indicia of ownership (collectively the "Marks") owned or licensed for use by Cargofy. Unless otherwise agreed to in an Addendum to this Agreement, You agree that no right, property, license, permission, or interest of any kind in or to the Marks is or is intended to be given or transferred to or acquired by You pursuant to the execution, performance or non-performance of this Agreement or any part thereof. You shall in no way contest or deny the validity of, our right of title to or license of use for, the Marks, and You shall not encourage or assist others directly or indirectly to do so, during the lifetime of this Agreement and thereafter. You shall not utilize the Marks in any manner that would diminish their value or harm their reputation. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of the Cargofy Services without express written consent. You may not use any meta tags or any other "hidden text" utilizing Cargofy's name or trademarks without the express written consent of Cargofy. You shall not use or register any domain name that is identical to or similar to any of the Marks. To the greatest extent possible, Cargofy's rights in our Marks and Our Information shall be enforceable and respected worldwide.

36. Disclaimer of Third-Party Materials and Links.

OUR SERVICES MAY DISPLAY, INCLUDE, OR MAKE AVAILABLE THIRD-PARTY CONTENT OR PROVIDE LINKS TO THIRD-PARTY WEBSITES OR SERVICES THAT Cargofy DOES NOT OWN OR CONTROL. Cargofy DOES NOT ENDORSE OR ASSUME ANY RESPONSIBILITY FOR ANY SUCH THIRD-PARTY WEBSITES, INFORMATION, MATERIALS, PRODUCTS, OR SERVICES. YOU ACKNOWLEDGE AND AGREE THAT IF YOU ACCESS A THIRD-PARTY WEBSITE OR SERVICE FROM OUR SERVICES OR SHARE YOUR DATA OR INFORMATION ON OR THROUGH ANY THIRD-PARTY WEBSITE OR SERVICE, YOU DO SO ENTIRELY AT YOUR OWN RISK, AND THIS TERMS OF USE AGREEMENT AND THE Cargofy PRIVACY POLICY DO NOT APPLY TO YOUR USE OF SUCH WEBSITES. YOU EXPRESSLY RELEASE Cargofy FROM ANY AND ALL LIABILITY ARISING FROM YOUR USE OF ANY THIRD-PARTY WEBSITE, SERVICE, OR CONTENT.

37. Security.

Cargofy uses industry standard practices to safeguard your personal information, including firewalls and Secure Socket Layers (SSL). We utilize several different security techniques to protect data from unauthorized access, but we cannot guarantee the security of our system. We also do not guarantee uninterrupted or secure access to our system, as the operation of our Services can be interrupted by numerous factors outside of our control.

38. Governing Law.

THIS AGREEMENT AND YOUR USE OF THE SERVICES SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS.

39. Other Terms and Conditions.

You acknowledge and agree that we have the sole discretion to set forth and post additional terms and conditions for your use of the Cargofy Services at any time. You agree that any additional terms and conditions that apply to your use of our Services shall be considered an

effective amendment to this Agreement and said terms and conditions shall be incorporated herein. Furthermore, You expressly agree that, if there is any conflict between those additional terms and conditions and the specific terms and conditions set forth herein, the terms and conditions set forth in those additional terms shall govern.

40. General.

This Agreement may not be modified, supplemented, qualified, or interpreted by any trade usage or prior course of dealing not made a part of the Agreement by its express terms. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity of this Agreement as a whole, and any such provision should be enforced by authorities and reconstructed if need be, to apply to the maximum extent allowable under applicable law. The failure by either party to enforce at any time any of the provisions of this Agreement, to exercise any election or option provided herein, or to require at any time the performance of the other of any of the provisions herein will not in any way be construed as a waiver of such provisions. Reasonable attorneys' fees and costs will be awarded to the prevailing party in the event of litigation or arbitration involving the enforcement or interpretation of this Agreement. The section headings used herein are for convenience only and shall not be given any legal import.

41. Notices.

All notices sent to Cargofy shall be sent by physical mail to: Cargofy, 340 S Lemon Ave. #4331, Walnut, CA 91789 or via email to: support@cargofy.com. All notices will be sent to You using the contact information you provide, and may be sent via regular mail, e-mail, text, phone call, or fax.

Last Revised Date: February 13, 2021