

FLET-X USA OPERATIONS LLC TERMS OF USE

Section 1 Contractual Relationships

Our Terms of Use ("Terms") govern the access or use by any user (as defined in the Privacy Policy), be it an individual or entity, of the platform, ecosystem, marketplace, interface, apps, content, products, and services (collectively, the "Services") made available by Flet-x USA Operations LLC ("Flet-x" or "We") from time to time in the United States.

PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING AND USING THE SERVICES.

In these Terms, the words "including" and "include" mean "including, but not limited to."

Once you access and use any of our services (even if additional services are added from time to time), you implicitly agree to be bound by these Terms, as may be amended from time to time. Therefore, you are establishing a **business contractual relationship** between yourself and Flet-x. This is an **independent contractor relationship**, that will allow you to use or access our services.

Even if you have agreements with shippers or carriers, these terms *supersede* such agreements. These Terms are applicable to any shipper or motor carrier, provided that if the shipper or motor carrier has a special agreement with Flet-x, this agreement will not supersede such special agreement, and to the extent that such other agreement is inconsistent with these Terms, such other agreement will govern. We may, at any time for any reason, without notice to you, cease offering you access to the Services or any portion thereof or deny you access to the Services or any portion thereof.

Certain of the services that we render may have *supplemental* terms. For example, any particular policy, event, promotion, will have supplemental terms that should be disclosed in separate disclosures. However, they shall be deemed a part of these Terms, as they are issued from time to time, for the purpose of the applicable Services. Supplemental terms shall prevail over these Terms in the event of a conflict with respect to applicable services.

WE MAY AMEND THESE TERMS FROM TIME TO TIME. THEY WILL BE UPDATED IN OUR WEBSITE. YOUR CONTINUED ACCESS OR USE OF THE SERVICES RENDERED BY FLET-X CONSTITUTES YOUR CONSENT TO BE BOUND BY THE TERMS, AS AMENDED FROM TIME TO TIME.

Section 2

License

If the user complies with these terms, we will grant you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to access and use the Services. Any rights not expressly granted herein are reserved by Flet-x (and its affiliates, as applicable) and Flet-x's licensors.

Restrictions

You may not: (i) copy any part of the interfaces that you are allowed to use, (ii) remove any copyright, trademark or other proprietary notices from any portion of the Services; (ii) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services except as expressly permitted by us in writing; (iii) decompile, reverse engineer or disassemble the Services except as may be

permitted by applicable law; (iv) link to, mirror or frame any portion of the Services; (v) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services, or unduly burdening or hindering the operation and/or functionality of any aspect of the Services; or (vi) attempt to gain unauthorized access to or impair any aspect of the Services or their related systems or networks.

Ownership

The Services and all data and rights arising from the usage of our apps, website, platforms, etc., are and shall remain our property or the property of our licensors. Neither these Terms nor your use of the Services convey or grant to you any rights to a perpetual license or to use our trade name, logo, product, services or trademarks or those of third parties.

Section 3

Disclaimers; Limitation of Liability; Indemnity.

DISCLAIMER

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." FLET-X DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE TERMS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, FLET-X NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, OR AVAILABILITY OF THE SERVICES, LOADS, MARKETPLACE PRODUCTS, OR OTHERS OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR ACCESS OR USE OF THE SERVICES REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

LIMITATION OF LIABILITY

FLET-X SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST DATA, PERSONAL INJURY, OR PROPERTY DAMAGE RELATED TO, IN CONNECTION WITH, OR OTHERWISE RESULTING FROM ANY USE OF THE SERVICES, EVEN IF WE HAVE BEEN TIMELY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FLET-X SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF: (i) YOUR USE OF OR RELIANCE ON THE SERVICES OR YOUR INABILITY TO ACCESS OR USE THE SERVICES; OR (ii) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY THIRD PARTY PROVIDER, OR BETWEEN YOU AND FLET-X, EVEN IF FLET-X HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FLET-X SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND FLET-X'S REASONABLE CONTROL. IN NO EVENT SHALL FLET-X'S TOTAL LIABILITY TO YOU IN CONNECTION WITH THE SERVICES FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION EXCEED FIVE HUNDRED U.S. DOLLARS (US \$500).

FLET-X DOES NOT CONTROL, ENDORSE OR TAKE RESPONSIBILITY FOR ANY USER CONTENT OR THIRD-PARTY CONTENT AVAILABLE ON OR LINKED TO BY THE SERVICES (INCLUDING INFORMATION ON THE SERVICES PROVIDED BY USERS OR BY SHIPPERS). FLET-X CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE SERVICES OR SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

Indemnity

You agree to indemnify and hold Flet-x and its holding company, affiliates, subsidiaries, and others, as well as its and their respective officers, directors, employees, and agents harmless from any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees), arising out of or in connection with: (i) your use of the Services or services or goods obtained through your use of the Services; and/or (ii) your breach or violation of any of these Terms.

Section 4

Dispute Resolution

Arbitration

You agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Services (collectively, "Disputes") will be settled by binding arbitration between you and Flet-x, except that each party retains the right to bring an individual action in small claims court and the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights. You acknowledge and agree that you and Flet-x are each waiving the right to a trial by jury or to participate as a plaintiff or class in any purported class action or representative proceeding. Further, unless both you and Flet-x otherwise agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. If this specific paragraph is held unenforceable, then the entirety of this "Dispute Resolution" section will be deemed void. Except as provided in the preceding sentence, this "Dispute Resolution" section will survive any termination of these Terms.

Arbitration Rules and Governing Law

The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Commercial Arbitration Rules (the "AAA Rules") then in effect, except as modified by this "Dispute Resolution" section. (The Federal Arbitration Act will govern the interpretation and enforcement of this Section.

Arbitration Process

Prior to initiating an arbitration, you and Flet-x each agree to notify the other in writing of any dispute and to attempt to negotiate an informal resolution. Notice to Flet-x must be sent to Flet-x USA Operations LLC, Attn: Legal Department, 848 Brickell Avenue, Suite 203, Miami, FL, 33131. Neither party shall initiate arbitration until 30 days after the notice is sent. However, in the event that informal resolution is taking place, you agree that you will not initiate arbitration. AAA Rules specify the mechanics to initiate arbitration. The arbitrator will be either a retired judge or an attorney licensed to practice law in the state of Florida and will be selected by the parties from the AAA's roster of consumer dispute arbitrators. If the parties are unable to agree upon an arbitrator, then the AAA will appoint the arbitrator in accordance with the AAA Rules.

Arbitration Location and Procedure

Unless you and Flet-x otherwise agree, the arbitration will be conducted in Miami-Dade County. If your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of documents you and Flet-x submit to the arbitrator, unless you request a hearing or the arbitrator determines that a hearing is necessary. If your claim exceeds \$10,000, your right to a hearing will be determined by the AAA Rules.

Arbitrator's Decision

The arbitrator will render an award within the time frame specified in the AAA Rules, which will include any findings and conclusions, as well as the basis for the award. The damages will be consistent at all times with the terms of the "Limitation of Liability" section above as to the types and the amounts of damages for which a party may be held liable. The arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim.

Changes

Flet-x can change the "Dispute Resolution" section after the date you first accepted these Terms (or accepted any subsequent changes to these Terms). You may reject any such change by providing Flet-x notice of such rejection to our address: Flet-x USA Operations LLC, Attn: Legal Department, 848 Brickell Avenue, Suite 203, Miami, FL, 33131, within 30 days of the date such change became effective, as indicated in the "Effective" or "Last update" date above. In order to be effective, the notice must include your full name and clearly indicate your intent to reject changes to this "Dispute Resolution" section. By rejecting changes, you are agreeing that you will arbitrate any Dispute between you and Flet-x in accordance with the provisions of this "Dispute Resolution" section as of the date you most recently accepted these Terms. Also, that it is possible that Flet-x cancels your rights to the usage of our services.

Section 5

Transportation and Other Provision

FLET-X IS NOT A MOTOR CARRIER. NO INTERPRETATION OF WRITTEN OR ORAL REMARKS IN ANY AGREEMENT OR DOCUMENT SHALL BE CONSTRUED TO IMPLY THAT FLET-X IS A MOTOR CARRIER AS DEFINED BY 49 USC §13102(14).

FLET-X USA OPERATIONS LLC is a federally licensed freight broker as defined by 49 USC §13102(2) under authority granted by the Federal Motor Carrier Safety Administration of the U.S. Department of Transportation.

Each motor carrier that from time to time has a business and contractual relationship, through these Terms or otherwise, shall be solely responsible for controlling the method, manner, and means of accomplishing its services and the way that compliance with the law must take place. For purposes of these Terms, "driver" shall mean those motor carrier employees, contractors, owner-operators under contract with the motor carrier, employees of such owner-operators, or any other service providers of the motor carrier assigned to operate motor vehicles providing transportation on behalf of the motor carrier. The motor carrier or its drivers, company drivers or third parties, are responsible for determining the appropriate route for transportation. Any navigational directions that Flet-x offers to any motor carrier or its drivers are offered as a convenience only, and the motor carrier and its drivers shall have no obligation to follow such navigational directions. If the motor carrier of the user's choosing elects to provide access to the Services to its drivers, any directions, instructions or other information provided through the Services are being, at all times, provided by the motor carrier to the driver.

Any transportation services (i.e., shipments) that are accepted by a motor carrier or any employee, contractor or other service provider of the motor carrier (including you) on behalf of a motor carrier using the Services are subject to the rates and charges indicated on the Services and the terms and conditions of the applicable agreement entered into between such motor carrier and Flet-x and these Terms. If you are an employee, contractor or other service provider of the motor carrier, you agree that all charges and compensation due to you as an employee, contractor or other service provider of the motor carrier are the sole responsibility of the motor carrier and not in any manner of Flet-x.

Flet-x and you, on behalf of the company you represent (if applicable), expressly waive any and all rights and remedies provided by Part B to Title IV of Title 49 to the U.S. Code to the extent such rights and remedies conflict with the provisions of these Terms. Without limiting the foregoing, Flet-x and you, on behalf of the motor carrier or shipper that you represent (as applicable), expressly waive any right that you or such motor carrier or shipper (as applicable) may have to access or review any records pursuant to 49 C.F.R. Part 371 (including with respect to any transactions that occurred prior to the date of these Terms).

Text Messaging and Telephone Calls

You agree that Flet-x may contact you by telephone or text messages (including by an automatic dialing system and/or with an artificial or pre-recorded voice) at any of the phone numbers provided by you or on your behalf, including for marketing purposes. You understand that you are not required to provide this consent as a condition of purchasing any property, goods or services. You also understand that you may opt out of receiving text messages from Flet-x at any time, either by texting the word "STOP" to the telephone number that you have used, or by using the mobile device that is receiving the messages, or by contacting our help desk or customer service.

Referrals and Promotional Codes

Flet-x has created (and may delete, at its discretion), **referral and/or promotional** codes that may be redeemed with third parties or in the marketplace, or wherever Flet-x decides from time to time. You agree that Promo Codes may not be transferred, and : (i) must be used for the intended audience and purpose, and in a lawful manner; (ii) may not be duplicated, sold or transferred in any manner, or made available to the general public (whether posted to a public form or otherwise), unless expressly permitted by Flet-x; (iii) may be disabled by Flet-x at any time for any reason without liability to Flet-x even if there was a mere expectation by the user that such referrals and promotion codes were going to yield a favorable result; (iv) may only be used pursuant to the specific terms that Flet-x establishes for such Promo Code; (v) are not valid for cash; and (vi) may expire prior to your use. Flet-x reserves the right to withhold or deduct credits or other features or benefits obtained through the use of the referral system by you or others.

User Provided Content

Flet-x may, in its sole and absolute discretion, permit you from time to time to submit, upload, publish or otherwise make available to Flet-x through the Services textual, audio, and/or visual content and information, including commentary and feedback related to the Services, ratings and reviews of facilities, initiation of support requests, and submission of entries for competitions and promotions ("User Content"). Any User Content provided by you remains your property, provided that, by providing User Content to Flet-x, you grant Flet-x a worldwide, perpetual, irrevocable, transferable, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner such User Content in all formats and distribution channels now known or hereafter devised (including in connection with the Services and Flet-x's business and on third-party sites and services), without further notice to or consent from you, and without the requirement of payment to you or any other person or entity.

You represent and warrant that: (i) you either are the sole and exclusive owner of all User Content or you have all rights, licenses, consents and releases necessary to grant Flet-x the license to the User Content as set forth above; and (ii) neither the User Content, nor your submission, uploading, publishing or otherwise making available of such User Content, nor Flet-x's use of the User Content as permitted herein will infringe, misappropriate or violate a third party's intellectual property or proprietary rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

You agree to not provide User Content that is defamatory, libelous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive, as determined by Flet-x in its sole discretion, whether or not such material may be protected by law. Flet-x, but shall not be obligated to, review, monitor, or remove User Content, at Flet-x's sole discretion and at any time and for any reason, without notice to you.

Network Access and Devices

You are responsible for acquiring a device that is compatible to our platforms, apps and interfaces. We cannot guarantee that you can access all functionalities of our interfaces, with your **device**.

Choice of Law

These Terms are governed by and construed in accordance with the laws of the State of Delaware, U.S.A., without giving effect to any conflict of law principles, except as may be otherwise provided in supplemental terms applicable to your region.

Notice

We may give notice by means of your personal address, by written communication sent by first class mail or pre-paid post to your address in your Account. or via e-mail. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email). You may give notice to Flet-x to 848 Brickell Avenue, Suite 203, Miami, FL, 33131.

General

THESE TERMS ARE UNASSIGNABLE BY YOU. However, Flet-x may assign these terms to any party that it deems it. Since no Joint Venture or any relationship exists between you and Flet-x, or any third party as a result of these Terms or the use of Flet-x's services, there is no compensation owed to you in the event of this assignment. If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law. Our failure to enforce any right or provision in these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing.

IF YOU CANNOT READ ENGLISH, THESE TERMS MAY BE MADE AVAILABLE IN OTHER LANGUAGES