

These terms and conditions of service constitute a legally binding contract between the "Company" and the "Customer" and shall apply, as may be amended from time to time, to all transactions by Customer with or through Company.

1. Definitions.

- (a) "Company" shall mean FreightPal, INC. as well as its respective subsidiaries, related companies, agents and/or representatives;
- (b) "Customer" shall mean the person for which the Company is rendering service, as well as its agents and/or representatives, including, but not limited to, shippers, importers, exporters, carriers, secured parties, warehousemen, buyers and/or sellers, shipper's agents, insurers and underwriters, break-bulk agents, consignees, etc. It is the responsibility of the Customer to provide notice and copy(s) of these terms and conditions of service to all such agents or representatives;
- (c) "Documentation" shall mean all information received directly or indirectly from Customer, whether in paper or electronic form;
- (d) "Third Parties" shall include, but not be limited to, the following: motor carriers, air carriers, vessel operators, freight forwarders, indirect air carriers, ocean transportation intermediaries, customs brokers, agents, warehousemen and other vendors to which the goods are entrusted for transportation, cartage, consolidation handling and/or delivery and/or storage or otherwise.

2. Scope of Services.

The Company acts as a shipper's-agent and/or property broker to arrange transportation and ancillary services. For purposes of services performed under these terms and conditions, the Company is not a carrier or indirect carrier of any type and does not perform services as a "freight forwarder" as that term is defined at 49 USC § 13102(8) or any successor statute. These terms and conditions of service do not comprise a contract for carriage and Company does not issue waybills or bills of lading.

3. Engaged Third Parties and Liability of Third Parties

- (a) Customer authorizes Company to select and engage Third Parties on Customer's behalf pursuant to the contractual terms of such Third Parties and/or pursuant to the contractual terms entered by Company with such Third Parties on Customer's behalf, to which Customer will be bound in all instances. Customer may request from Company the relevant contractual terms pursuant to which Third Parties are or may be engaged on their behalf.
- (b) Third Parties to whom goods are entrusted limit their liability pursuant to contractual terms and/or applicable law. In accordance with industry standards, the liability of Third Parties is typically limited to a nominal sum. Third Parties may assume greater liability if a value is declared in advance of shipment for the purpose of increased liability. In the absence of Customer declaring a value for increased liability, or if Third Parties refuse declared value for liability, Third Parties will perform services subject to liability limitations inuring to their benefit under applicable law and/or contractual terms, which will apply to the transportation of Customer's goods and to which Customer will be bound.
- (c) Customer is hereby given notice that the time-for-claim and time-for-suit against Third Parties is limited pursuant to contractual terms and/or applicable law; Customer should make written exception at time of delivery and/or make written claim against responsible Third Parties immediately upon discovery of any facts which could give rise to a claim in order to preserve rights against responsible Third Parties.

4. Insurance for Goods.

Rather than attempting to effect recovery against Third Parties under liability terms, Company recommends that Customer insure its goods. Insurance opportunities may be available through Third Parties. Company is under no obligation to procure insurance through Third Parties on Customer's behalf unless selected by Customer and confirmed by Company; in all cases, Customer shall pay all premiums and costs in connection with procuring requested insurance. Any and all insurance coverage shall be subject to the insurance policy's insuring terms and conditions which will inherently include coverage restrictions, limitations and exclusions; Company makes no warranty or representations of insuring terms and conditions. Customer may request that Company obtain from Third Parties, and provide to Customer, a copy of the insuring terms and conditions which are or may be applicable to Customer's goods.

5. Company's liability; Dispute Resolution

- (a) As a shipper's-agent in making transportation arrangements and providing ancillary services, Company has no carriage liability and is only liable for its independent negligence, errors and omissions for which it limits its liability to the lesser of US\$50 per shipment or transaction in accordance with industry standards.
- (b) In no event shall Company be liable or responsible for any special, incidental or consequential damages.
- (c) In no event shall Company be liable or responsible for damages attributable to circumstances of Force Majeure. For purposes of these Terms and Conditions, Force Majeure includes, but is not limited to, Acts of God, acts of public enemies, cyber criminals, laws and regulations, restraints of government, network outages, and any other causes of any type that are not reasonably within the control of Company and that could not have been overcome by the exercise of ordinary diligence. Company shall notify Customer with reasonable promptness of the existence of any such Force Majeure and the probable duration thereof, and shall provide Customer from time to time with correct information concerning same.
- (d) Company assumes no responsibility or liability for any action(s), inaction(s), error(s) and/or omission(s) of Third Parties or their agents, and shall not be liable for any delay or loss of any kind, which occurs while Customer's goods are in the custody or control of a Third Party or the agent of a Third Party; all such claims shall be brought solely against the Third Party or its agents. In connection with any Customer claim against a Third Party or its agent, the Company shall reasonably cooperate with the Customer, which shall be liable for any charges or costs incurred by the Company in cooperating.
- (e) In the event of a dispute between Customer and Company, Customer agrees it will be resolved under California and U.S. law by binding arbitration in Los Angeles, California pursuant to the Commercial Rules of the American Arbitration Association, by a panel of three arbitrators each with a transportation and logistics background appointed in accordance with those rules. As such, both Customer and Company waive the right to have a trial by jury. Arbitrations will take place on an individual basis; class, mass, consolidated or combined actions or arbitrations or proceeding as a private attorney general are not permitted. Customer must make written claim against Company within ten (10) days of the transaction initiation date and Customer must make written demand to Company for arbitration within one year of the transaction initiation date, or Customer's claim shall otherwise be waived.

6. Quotations Not Binding.

Quotations as to fees, rates and/or charges given by the Company to the Customer are for informational purposes only and are subject to change without notice; no quotation shall be binding until the transaction is confirmed.

7. Reliance on Information Furnished.

In accepting data from Customer and submitting that Data to Third Parties, the Company relies on the correctness of all documentation, whether in written or electronic format, and all information furnished by Customer; Customer warrants the correctness of all such information and shall indemnify and hold the Company harmless from any and all claims asserted and/or liability or losses suffered by reason of the Customer's failure to disclose information or any incorrect or false statement by the Customer upon which the Company reasonably relied. The Customer has an affirmative non-delegable duty to disclose any and all information required to transport, import, export and/or enter the goods. Inaccurate or incomplete dimensions and/or weight information provided by Customer may result in additional charges to Customer. Customer shall be liable for all consequences of inaccurate or incomplete dimensions and/or weight information, which may include damages and/or penalties.

8. Indemnification/Hold Harmless.

The Customer agrees to indemnify, defend, and hold the Company harmless from any claims and/or liability arising from the importation or exportation of Customer's merchandise and/or any conduct of the Customer, which violates any Federal, State and/or other laws, and further agrees to indemnify and hold the Company harmless against any and all liability, loss, damages, costs, claims and/or expenses, including but not limited to reasonable attorney's fees, which the Company may hereafter incur, suffer or be required to pay by reason of such claims; in the event that any claim, suit or proceeding is brought against the Company, it shall give notice in writing to the Customer by mail at its address on file with the Company.

9. Inspection Consent.

Goods tendered for transportation may be subject to security controls by Third Parties and government officials. The Customer expressly consents to searches / inspections / screenings of all goods in accordance with applicable Third Parties protocols, government security controls, security initiatives, and administrative regulations, including, but not limited to, the regulations of the U.S. Transportation and Security Administration.

10. General Lien and Right to Sell Customer's Property.

Company shall have a general and continuing lien on any and all claim payments by third parties to Customer and on any and all property of Customer coming into Company's actual or constructive possession or control for monies owed to Company with regard to the goods on which the lien is claimed, a prior shipment(s) of goods and/or both. Company shall provide written notice to Customer of its intent to exercise such lien, the exact amount of monies due and owing, as well as any on-going storage or other charges; Customer shall notify all parties having an interest in its goods of Company's rights and/or the exercise of such lien. Unless, within thirty days of receiving notice of lien, Customer posts cash or letter of credit at sight, or, if the amount due is in dispute, an acceptable bond equal to 110% of the value of the total amount due, in favor of Company, guaranteeing payment of the monies owed, plus all storage charges accrued or to be accrued, Company shall have the right to sell such good(s) at public or private sale or auction and any net proceeds remaining thereafter shall be refunded to Customer.

11. No Duty to Maintain Records for Customer.

Customer acknowledges that Company shall only keep such records that it is required to maintain by Statute(s) and/or Regulation(s), but not act as a "recordkeeper" or "recordkeeping agent" for Customer.

12. No Modification or Amendment Unless Written; Terms and Conditions Subject to Change.

These terms and conditions of service may only be modified or amended in writing signed by both Customer and Company; any attempt to unilaterally modify, alter or amend same shall be null and void. Company reserves the right to modify these Terms and Conditions from time to time and without notice. Transactions will be governed by the Terms and Conditions in effect at the time of the transaction, as may be verified online at [www.freight-pal.com]

13. Special Power of Attorney

Customer authorizes Company to act for and on its behalf as true and lawful agent and attorney of the U.S. Principal party in Interest (USPPI) for, and in the name, place, and stead of the USPPI, in the U.S. either in writing, electronically, or by other authorized means to: act as authorized agent for export control, U.S. Census Bureau reporting, and U.S. Customs and Border Protection purposes; also, to prepare and transmit any Electronic Export Information (EEI) or other documents or records required to be filed by the U.S. Census Bureau, U.S. Customs and Border Protection, U.S. Department Commerce-Bureau of Industry and Security, or any other U.S. Government agency, and perform any other act that may be required by law or regulation in connection with the exportation or transportation of any goods shipped or consigned by or to the USPPI, and to receive or ship any goods on behalf of the USPPI. The USPPI hereby certifies that all statements and information contained in the documentation provided to Company and relating to exportation is and will be true and correct. The USPPI understands that civil and criminal penalties may be imposed for making false or fraudulent statements or for the violation of any U.S. laws or regulations on exportation. Customer shall hold Company harmless from and shall defend and indemnify Company against any action or assessment by a governmental authority arising from any breach by Customer of Customer's export compliance obligations. This power of attorney is to remain in full force and effect until revocation in writing is duly given by the USPPI and received by the Company.

14. Customer Credit and Compensation of Company.

- (a) Upon approved credit, payment terms to Company are net 30 days from invoice date. Customer, shippers, consignees and bill-to parties are jointly and severally liable for the Company's charges. The Company's charges may be reversed to the responsible parties if a shipment of goods is refused or payment is not made by the original bill-to party.
- (b) The charges and compensation of the Company for its services shall be included with and is in addition to the rates and charges of all carriers and other agencies selected by the Company to transport and deal with the goods and such compensation shall be exclusive of any brokerage, commissions, dividends, or other revenue received by the Company from carriers and others in connection with the shipment of goods. Customer may request from Company a detailed breakout from Company of the components of all charges assessed and a true copy of each pertinent document relating to these charges.
- (c) It shall be a condition precedent of liability of Company and/or Third Parties to Customer for any claim, however arising, that Customer pay Company any and all charges owing Company relating to the claimed transaction, a prior transaction, subsequent transaction or any combination thereof.
- (d) Company shall be entitled to a late fee of 1.5% per month (18% per annum). In any referral for collection or action against the Customer for monies due the Company, upon recovery by the Company, the Customer shall pay the expenses of collection and/or litigation, including a reasonable attorney fee.

15. Severability.

In the event any Paragraph(s) and/or portion(s) hereof is found to be invalid and/or unenforceable, then in such event the remainder hereof shall remain in full force and effect.