

SIMPLICITY

LOGISTICS

This Agreement is between Simplicity Logistics LLC ("BROKER"), and *Customer/Shipper of this electronic registration ("CUSTOMER AND/OR SHIPPER")*; collectively, the "Parties".

RECITALS

A. BROKER is licensed as a Property Broker by the Federal Motor Carrier Safety Administration (FMCSA) in Docket Number **USDOT-3894520** or by appropriate State agencies, and as a licensed broker, ARRANGES transportation. A copy of BROKER's authority and a copy of BROKER's Surety Bond or trust fund agreement will be provided on SHIPPER's request.

B. CUSTOMER / SHIPPER, to satisfy some of its transportation needs, desires to utilize the services of BROKER to arrange for transportation of SHIPPER's shipment/s.

NOW, THEREFORE, intending to be legally bound, BROKER and CUSTOMER / SHIPPER agree as follows:

THIS IS A LEGAL AGREEMENT BETWEEN YOU AND SIMPLICITY LOGISTICS, LLC. ("Simplicity Logistics" or "Company"). FOR PURPOSES OF THESE TERMS AND CONDITIONS, "SIMPLICITY LOGISTICS" SHALL INCLUDE ANY PARENT, SUBSIDIARY, OR AFFILIATED COMPANY AND THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES. THESE TERMS AND CONDITIONS GOVERN YOUR ACCESS TO AND USE OF THE WEBSITE, INFORMATION AVAILABLE THROUGH THE WEBSITE OR SIMPLICITY LOGISTICS AND USED IN ANY MANNER RELATED THERETO, AND SIMPLICITY LOGISTICS ARRANGING FOR THE PICK-UP, TRANSPORT, AND DELIVERY OF TRUCKLOAD, LESS-THAN-TRUCKLOAD ("LTL"), RAIL, PARCEL SHIPMENTS AND/OR AUTO-TRANSPORTS TO AND FROM VARIOUS POINTS IN THE UNITED STATES AND CANADA (COLLECTIVELY REFERRED TO HEREIN AS THE "SERVICE"). USING THE SERVICE IS CONDITIONED UPON YOUR ACCEPTANCE OF AND AGREEMENT TO ALL OF THE TERMS AND CONDITIONS. IF YOU DO NOT AGREE WITH THE

TERMS AND CONDITIONS, YOU MAY NOT USE THE SERVICE. BY USING THE SERVICE, YOU INDICATE THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS HEREIN AND, AS THEY MAY CHANGE FROM TIME TO TIME, THAT YOU AGREE TO THEM AND INTEND TO BE LEGALLY BOUND BY THEM. "YOU" OR "YOUR" REFERS TO THE INDIVIDUAL USING THE SERVICE AND IF YOU USE THE SERVICE ON BEHALF OF A CORPORATION, LLC, PARTNERSHIP, OR OTHER BUSINESS ENTITY, THEN "YOU" OR "YOUR" SHALL INCLUDE THAT BUSINESS ENTITY. IF YOU ARE USING THE SERVICE ON BEHALF OF A BUSINESS OR OTHER LEGAL ENTITY, YOU ARE NEVERTHELESS INDIVIDUALLY BOUND BY THESE TERMS AND CONDITIONS EVEN IF YOUR COMPANY HAS A SEPARATE AGREEMENT WITH SIMPLICITY LOGISTICS.

The SERVICE is intended for use by businesses and other organizations and not for consumer purposes. To the maximum extent permitted by law, YOU hereby acknowledge and agree that consumer laws do not apply. If, however any consumer laws do apply and cannot otherwise be lawfully excluded, nothing in these TERMS AND CONDITIONS will restrict, exclude or modify any statutory warranties, guarantees, rights or remedies YOU have, and the Company's liability is limited as set out in these TERMS AND CONDITIONS or as permitted by applicable law.

Simplicity Logistics is licensed as a property broker by the Federal Motor Carrier Safety Administration and/or other government agencies as required by law and, as a licensed broker, arranges transportation. NEITHER SIMPLICITY LOGISTICS NOR THE SERVICE IS A MOTOR CARRIER NOR AN AGENT FOR ANY TRANSPORTATION PROVIDER.

The carrier is responsible for the actual transportation services provided. All transit times and routes are determined by the carrier and the Company is not responsible for the accuracy or completeness of that information. All transit times are estimates only and do not include the day of pickup. The Company makes no representations or warranties regarding pickups and deliveries and cannot guarantee pickup or delivery by any specific date or time.

Any applicable general rules tariffs on LTL shipments ("Tariffs"), established by the carrier used to transport the shipment, will in every instance take

precedence in all legal proceedings and when in conflict, will take precedence over these TERMS AND CONDITIONS. The Tariffs are generally available through the carrier's website.

Simplicity Logistics reserves the right to alter these TERMS AND CONDITIONS from time to time. The most recent version of these TERMS and CONDITIONS is made available on the WEBSITE. These TERMS AND CONDITIONS apply to all shipments and supersede all agreements, representations, warranties, statements, promises, and understandings of the parties, written or oral, except as expressly stated herein. If a Customer enters into a separate contractual agreement with the Company, only conflicting terms in that agreement will take precedence over these TERMS AND CONDITIONS. The Terms and Conditions (Agreement) apply to ALL Shipments arranged by Simplicity Logistics from current date (signed date) to future shipments.

Simplicity Logistics may suspend or terminate the SERVICE if Simplicity Logistics believes YOU are in breach of these TERMS AND CONDITIONS. Simplicity Logistics has the right, in its sole discretion, to refuse any shipment at any time.

1. Bills of Lading

All bills of lading issued by the Company through the Customer's use of the SERVICE are NON-NEGOTIABLE and have been prepared by the Company as the Customer's agent for this limited purpose on behalf of the Customer and shall be deemed, conclusively, to have been prepared by the Customer and to bind the Customer. Any unauthorized alteration of bills of lading, or unauthorized use of bills of lading, or tendering of shipments to any carrier other than that designated by the Company, or the use of any bill of lading not authorized or issued by the Company shall VOID the Company's obligations to make any payments relating to this shipment and VOID all rate quotes.

If the Customer does not complete or provide all the documents required for transportation, or if the documents which they submit are not appropriate or accurate, the Customer hereby instructs the Company, where permitted by law, to complete, correct or replace the documents for them at the expense of the Customer. However, the Company is not obligated to do so. If a

substitute bill of lading is needed to complete pickup or delivery and the Company completes that document, the terms of the substitute bill of lading will govern. The Company is not liable to the Customer or any other person for any actions taken or not taken on behalf of the Customer under this provision.

If a blind shipment is tendered, the Company does not guarantee that the information will not be revealed, disclosed and/or become known and neither the Company nor the carrier shall assume any liability to the blind shipment requestor or any third party for the release of such information, whether or not such release resulted from the fault of the Company or the carrier.

2. Customer's Warranties

The Customer is responsible for and warrants their compliance with all applicable laws, rules, and regulations including but not limited to customs laws, hazardous materials laws, import and export laws, and governmental regulation of any state and country to, from, through or over which the shipment may be transported.

If applicable, the Customer further warrants that it is registered and in compliance with the security plan and training requirements, and any amendments related thereto, related to hazardous materials, including but not limited to, 49 C.F.R. #172.700-704 and 49 C.F.R. #172.800-804. The Customer is obligated to inform the Company at the time of shipment tendering if any shipments contain hazardous materials. The Customer further warrants that it will immediately advise the Company if its registration and/or compliance with these regulations expires or are terminated. The Customer agrees to furnish such information and documentation as necessary to establish its compliance with such laws, rules, and regulations.

The Company does not accept and the Customer agrees not to tender any shipment containing (i) certain classifications of hazardous materials (including but not limited to Class 1, Class 2.3, Class 4.3, Poisonous/Toxic Inhalation Hazards in Class 2, 3, 4, 5, 6, and 8, Class 6.2, Class 7, and regulated and medical waste), (ii) deeds, stock certificates, securities, or any similar items, (iii) financial and/or personal identification documentation in paper form or on hard drives and servers (including but not limited to business

records and passports), (iv) money or currency of any denomination, (v) precious metals (including but not limited to gold, silver or platinum), (vi) cigarettes, cigars and other tobacco products, (vii) fireworks, firearms and/or ammunition, (viii) artwork, antiques, artifacts, or one-of-a-kind items, (ix) live animals, fish, or insects, (x) human and animal remains, (xi) etiological agents, (xii) blood or plasma, (xiii) carbon black, activated carbon, and lamp black, (xiv) cannabis/marijuana, hemp, cannabidiol (CBD), or any products containing these items, and/or (xv) vaping devices, accessories, and products.

The Customer acknowledges and agrees that rail carriers provide transportation services subject to provisions, restrictions, and limitations in their rail circulars, and the rail circulars address, among other matters, standards for loading, blocking and bracing, prohibitions and restrictions on certain types of commodities, limitations of liability, procedures and limitations on cargo claims, and requirements for proper descriptions of commodities.

The Company assumes no liability to the Customer or any other person for any loss or expense due to the failure of the Customer to comply with the provisions of this section. The Customer agrees to indemnify, defend, and hold the Company harmless for any and all loss, liability, claim, damages, or suit arising from Customer's noncompliance with the restrictions and/or requirements of this section.

3. Payment

All charges are payable in US Dollars via credit card and are due upon booking unless the Customer has been approved for credit terms. When a credit card is added to YOUR account, a secure token is created. This token will be saved unless YOU opt-out. If YOU opt-out, the token will be stored for 90 days from the date opted out in case of any refunds or adjustments.

If credit terms are offered, the Customer is subject to credit approval and the Company's continued approval. The Company may change credit terms and may establish, revise, and/or revoke a credit limit at any time when, in the Company's opinion, the Customer's financial condition, previous payment

record, and/or the nature of Company's relationship with Customer so warrants. Upon credit approval, all charges are payable in US Dollars and are due upon receipt or upon agreed payment terms.

The Company reserves the right to amend or adjust the original quoted and/or paid amount if the original quoted and/or paid amount was based upon incorrect information received at the time of the original quote or if additional services were required or otherwise necessary for the carrier to perform the shipment pickup, transportation and delivery. The Customer agrees it will be responsible for all charges payable, including any adjustments, on account of such Customer's shipment. These charges and adjustments, if any, will be automatically debited to the Customer's credit card or bank account. The Customer is permitted thirty (30) days from the date of the adjustment to dispute the charge(s). If the Company does not receive a dispute within the allowable thirty (30) days, the disputed item will be denied by the Company.

Any payment which is past due shall be subject to an additional charge at the rate of 10% per annum, calculated on a monthly basis, of the average outstanding balance due, or the highest rate of interest permitted by applicable law, whichever is less. Overpayments do not accrue interest. In the event the Company retains an attorney or collection agency to collect unpaid charges or for the enforcement of these TERMS AND CONDITIONS, all unpaid charges will be subject to a late payment penalty of 29% and the Customer shall also be liable for all attorneys and collection agency fees incurred, together with related costs and expenses. In addition to the Customer, all shippers, consignors, or consignees are jointly and severally liable for the shipment charges owed to the Company and the Company holds a warehouseman's general lien on all tangible personal property for any outstanding balances owed to the Company. The Customer agrees to the provisions of this section on behalf of any third party with interest in the shipment.

4. Cargo Claims

The carrier liability and claims process for any cargo damage, loss, theft, or delay from any cause shall be determined under the Carmack Amendment,

49 U.S.C. 14706 and 49 C.F.R. §370.1 et seq. respectively (“Cargo Claim Liability Terms”). To the extent that any of the Cargo Claim Liability Terms are inconsistent with the Highway Traffic Act, R.S.O. 1990, c. H.8, as amended, and the regulations thereto or similar provincial or territorial legislation having jurisdiction, and/or the provisions of any bill of lading, the Cargo Claim Liability Terms shall prevail. Cargo claims can be denied and/or the amount paid can be less than the value of the shipment based on, but not limited to, the carrier’s Tariffs, commodity restrictions, released value provisions, limitations of liability, or applicable common law exceptions to liability. The Customer agrees the Company, as a broker only, is not liable for any damage, loss, theft, or delay, except as stated hereafter. To the extent the Company is found negligent for any cargo damage, loss, theft, or delay, the Company’s liability is limited to no greater than a refund of the total shipment charge payment related to the specific shipment in question. To the extent the foregoing may be disallowed by applicable law, Simplicity Logistics’ liability shall be limited to the fullest extent otherwise permitted by law. The Company will not be responsible in any way for claims arising out of the Customer’s negligence, the carrier’s negligence, or the negligence of any third party. The Customer agrees to the provisions of this section on behalf of any third party with interest in the freight and/or auto-transport.

Cargo liability on LTL shipments varies by carrier, commodity, and the product being considered new or used, as determined by the carrier, and is generally limited to a per pound amount. The individual carrier’s Tariffs will apply when determining carrier liability. If the shipment contains freight with a predetermined exception value, as determined by the carrier, the maximum exception liability will override the otherwise standard liability coverage. The maximum amount that the Customer will receive from the carrier on a claim will be that which is recoverable under the respective transportation Tariffs. On LTL shipments, the Company may offer a shipper’s interest insurance policy for purchase by the Customer. In no case will the carrier’s maximum cargo liability on a truckload shipment be greater than the value disclosed by the Customer or \$100,000, whichever is less. It is the Customer’s obligation to provide the accurate value of each truckload shipment before tendering. In no case will the carrier’s maximum cargo liability on a parcel shipment be greater than \$100 unless additional coverage is purchased at the time of booking. Cargo liability on rail shipments is subject to the provisions of the

applicable rail circular. It is the Customer's responsibility to have sufficient cargo insurance coverage in place to meet their shipment needs.

The Company may, but is not obligated to, assist the Customer in the claim filing process. A complete and detailed claim and all required supporting documentation must be submitted by the Customer in writing to the carrier or Company no later than six (6) months after delivery or expected delivery. Claims for damages that are not readily apparent or noted upon delivery ("concealed damage") must be submitted within three (3) days after delivery. The Customer is responsible to ensure shipment/s is inspected upon delivery and damage is noted accordingly. Claims for concealed damage may not be honored by the carrier even if they are reported within three (3) days. The Company shall not be liable for any actions brought to enforce a claim unless all claim procedures have been complied with and the action is brought within one (1) year after the date the carrier first disallowed all or part of the claim. The filing of a claim does not relieve the responsible party for the payment of shipment charges. Shipment payment is necessary to process a claim. The Customer may not offset shipment (freight and/or auto-transport) or other charges owed to the Company against claims for any loss, damage, mis-delivery, or non-delivery. The Company has a lien on funds recovered through the processing of cargo claims and may withhold and offset amounts recovered through such claim processing and apply toward any open past due invoices on account.

5. Forum Selection & Choice of Law

Any claim or litigation relating to these TERMS AND CONDITIONS, relating to any shipment scheduled or tendered through the Company's WEBSITE OR SERVICE, or relating to any and all disputes between the Company and the Customer, shipper and/or consignee shall be filed in the jurisdiction of the State or Federal Courts within the State or District of Ohio located in Summit County and shall be subject to Ohio law. Customer hereby irrevocably consents and submits themselves to the personal jurisdiction of said courts for all such purposes.

6. Rates

LTL rates are based on the freight class as determined by the NMFC (National Motor Freight Classification) and in accordance with the actual description, size, and weight of the shipment. Additional fees may apply for other services or reasons including, but not limited to, delivery appointments, residential or limited access locations, dimensional changes, reweighs and reclassifications, lift gate usage, attempted pickup, and/or inside delivery.

Truckload and rail rates are based on dock door pickup/dock door delivery, shipper load/consignee unload, mileage, weight, and commodity. Additional fees may apply for other services or reasons including, but not limited to, tractor detention, trailer detention, and driver assistance. Once the Company has contracted with a carrier to move a truckload shipment, the scheduled load must be tendered to the carrier as requested at the agreed upon date, or an equipment not used (EON) fee will be assessed to the Customer.

Parcel rates are based on the information provided at the time of quoting and are subject to change according to actual shipment characteristics and services provided.

7. LTL Guaranteed Services

LTL guaranteed services are inclusive of transit times only as noted by the carrier. Guaranteed service transit times do not include holiday and/or no service days as defined by the individual carrier. Shipments not delivered within the date/time specified on the bill of lading may not be considered a service failure when the reason for the delivery delay is deemed as no fault of the carrier. These reasons could include, but are not limited to, the following: acts of God; weather; the existence of violence, riots, military action or such possible disturbance as creating reasonable apprehension of danger; acts or omissions by shipper, consignee, owner of goods or public authority; delays due to customs clearance or documentation required for movement of shipment; closure of federal, state, provincial, city or local roads, streets, or highways resulting in travel delays by carrier; and shipments not accepted by the consignee when offered for delivery. This service is not a guarantee for pickup. The pickup day is not included in the qualification and calculation of LTL transit time. The Customer is liable for all charges related to the shipment. In the event the carrier fails to comply with the Guaranteed service requested

the Customer is permitted ten (10) business days from the actual delivery date of the shipment to file a claim in writing with the Company. If the Company does not receive a claim or receives the claim after the allowable ten (10) business days, the service provided by the LTL carrier will be deemed to have met all Guaranteed service standards and the claim will automatically be considered invalid and denied. If a claim is submitted and the carrier has agreed it is a valid and approves the claim, the Company will credit the account of the said Customer for freight charges according to the carrier's Guaranteed refund policy only. Carrier Guaranteed service policies are subject to change without notice. In no event shall the carrier or Company be liable, nor will any account be credited if the Customer does not use the Company's bill of lading.

8. Electronic Order Status Notifications; SMS-text

Only applies to the services and notifications we offer at the moment. Additional features/notifications services may be added in the future.

If offered by the Company, the Customer may choose to receive email or SMS-text notifications from the Company related to the Customer's shipment order status. The Customer can choose to receive order status updates (i.e., the carrier is in route); shipment delivery confirmation; or shipment delivery delay. The Customer's choice of electronic notification (i.e., email or text) will apply to all of the Customer's orders.

The Company does not charge for any content; however, downloadable content may incur additional charges from the Customer's cell wireless provider. The Customer's data and SMS-text wireless provider's standard messaging rates will apply to the Company's initial response to the Customer regarding its selection of electronic order status notification, and to all subsequent SMS-TEXT correspondence. The Customer should contact its wireless provider for information about its messaging plan. The Customer's wireless provider may impose message or charge limitations on the Customer's account that are outside the Company's control. All charges for the provision of wireless data and SMS-text services and plans are billed by and payable to the Customer's wireless provider.

By subscribing to email or SMS-text notifications from the Company related to the Customer's shipment order status, the Customer is consenting to receiving email or SMS-text messages as required to reasonably provide available updated information regarding the Customer's shipment order status, using automated technology. The Customer can unsubscribe at any time from all email and/or SMS-text messages by clicking on the "Unsubscribe" link at the bottom of each email or by responding STOP. The Customer's consent to receive email and/or SMS-text messages is not required to receive services from the Company.

The Customer represents to the Company that it is the owner or authorized user of the wireless device the Customer identified for use to subscribe for email or SMS-text notifications, and that the Customer is authorized to approve the applicable charges.

The Company will not be liable for any delays or failures in the Customer's receipt of any email and/or SMS-text messages as delivery of such communications is subject to effective transmission from the Customer's network operator and processing by the Customer's wireless provider. All email and SMS-text messages related to the Customer's shipment order status are provided on an AS IS, AS AVAILABLE basis.

Data obtained from the Customer in connection with its receipt of email and/or SMS-text messages may include the Customer's identified cell phone number, the Customer's wireless provider's name, and the date, time and content of the Customer's shipment order status messages and other information that the Customer may provide. The Company may use this information to contact the Customer and to provide the services Customer requests from Company, and to otherwise operate, develop and improve the Company's service offerings. The Customer's wireless provider and other service providers may also collect data about the Customer's email and/or SMS-text usage, and their practices are governed by their own policies. The Company will only use information the Customer provides to transmit the Customer's email or SMS-text message or as otherwise described in this document. Nonetheless, we reserve the right at all times to disclose any information as necessary to satisfy any law, regulation, or governmental request, to avoid liability, or to protect the Company's rights or property. When

the Customer completes the Company's forms or otherwise provides the Company with information in connection with the service the Customer is requesting to receive, the Customer agrees to provide accurate, complete, and true information. With regard to all processing and use of personal information, including any Customer data which represents personal information, the Company shall comply with the Company's [Privacy Notice](#) available to view on the WEBSITE.

The order status notification service is available in the United States, Canada and Mexico.

The Customer's receipt of email and/or SMS-text order status notifications is also subject to termination if the Customer's wireless service terminates or lapses. The Company may discontinue issuing email and/or SMS-text order status notifications at any time.

Customers with questions about email and/or SMS-text order status notifications may contact the Company by using the preferred contact method available on the WEBSITE.

9. Name & Logo Use

Unless expressly agreed otherwise in writing, Customer agrees Company may utilize Customer's name, logo, trademark, and/or domain name in marketing, advertising, and/or promotional material or communications.

10. Account Security

YOU agree that YOU are responsible for maintaining and protecting the security of YOUR account and password. YOU further agree that Simplicity Logistics is not liable for any loss or damage resulting from YOUR failure to comply with this security obligation. YOU will refrain from charging anyone for access to any portion of the WEBSITE, or any information therein. Further, YOU agree YOU are fully responsible for anything that happens through YOUR account.

11. Misuse of the WEBSITE

YOU agree to use the WEBSITE only for the purpose for which it is intended. YOU agree not to modify, adapt, reverse engineer, create derivative works from, or hack the WEBSITE or modify another website to falsely imply that it is associated with the WEBSITE or Simplicity Logistics. YOU agree not to use the WEBSITE for any illegal or unauthorized purpose or activities. YOU may not directly or indirectly scrape, harvest, or otherwise extract data from the WEBSITE or access the WEBSITE using bots, crawlers, spider technology and/or other similar methods without Simplicity Logistics's prior written authorization. YOU agree not to knowingly transmit any worm or virus or code of a destructive nature which interferes in any way with the WEBSITE. Violation of this paragraph may result in civil and/or criminal penalties and fines as well as liability for attorney fees.

12. Intellectual Property

Company reserves all rights including, without limitation, to title, ownership, intellectual property rights, and all other rights and interest in Simplicity Logistics or covered by all patents owned by Simplicity Logistics, and all related items, including any and all copies made of the WEBSITE. All content on the WEBSITE, including, but not limited to, trademarks and logos, designs, text, graphics, sounds, images, software, source code, and other materials are the intellectual property of Simplicity Logistics and may not be copied, reproduced, or distributed in any form without the prior written permission of Simplicity Logistics.

13. Third Party Sites

The WEBSITE may, from time to time, contain links to other websites for the convenience of users. These sites and any other sites operated or maintained by third parties are operated or maintained by organizations over which Simplicity Logistics exercises no control, and Simplicity Logistics expressly disclaims any and all responsibility for the content, information, links, and other items, the accuracy and completeness of the information, and the quality of products or services made available or advertised on these third-party sites.

14. Disclaimer of Warranties

YOUR use of the SERVICE is at YOUR sole risk. The SERVICE, the information contained on or made available through the SERVICE, as well as any website offered in connection with the SERVICE are made "as is," "as available" and with all inaccuracies. To the fullest extent permissible under applicable law, Simplicity Logistics disclaims any and all warranties and representations and makes no warranty or representation of any kind, expressed, statutory, or implied, written or oral, including, but not limited to, those of merchantability or fitness for a particular purpose, accuracy, content, completeness, quality, systems integration, legality, reliability, operability, availability, title, non-infringement, or arising from a course of dealing, usage or trade practice. Simplicity Logistics does not represent or warrant that the SERVICE will meet YOUR specific requirements. Simplicity Logistics does not represent or warrant that the WEBSITE will be uninterrupted, timely, secure, error-free, or free of computer viruses or other harmful mechanisms, that the quality of any products, information or other material purchased or obtained by YOU through the SERVICE will meet YOUR expectations, or that any errors on the WEBSITE will be corrected. THE OPERATION OF THE WEBSITE MAY BE INTERRUPTED DUE TO MAINTENANCE, UPDATES, OR SYSTEM OR NETWORK FAILURES. SIMPLICITY LOGISTICS DISCLAIMS ALL LIABILITY FOR DAMAGES CAUSED BY ANY SUCH INTERRUPTION OR ERRORS IN FUNCTIONING. FURTHERMORE, SIMPLICITY LOGISTICS DISCLAIMS ALL LIABILITY FOR ANY MALFUNCTIONING, IMPOSSIBILITY OF ACCESS, OR POOR USE CONDITIONS OF THE WEBSITE DUE TO INAPPROPRIATE EQUIPMENT, DISTURBANCES RELATED TO INTERNET SERVICE PROVIDERS, TO THE SATURATION OF THE INTERNET NETWORK, AND FOR ANY OTHER REASON. YOU AGREE THAT SIMPLICITY LOGISTICS IS NOT RESPONSIBLE FOR ANY CHARGES INCURRED FOR ANY LOSSES, DAMAGES, FINES, CLAIMS, THEFT, LEGAL EXPENSES OR PENALTIES OF ANY KIND RELATED TO YOUR USE OF THE SERVICE.

15. Limitation of Liability

Simplicity Logistics' sole responsibility is to provide the SERVICE, subject to these TERMS AND CONDITIONS. Simplicity Logistics' sole liability for direct damages are limited to Simplicity Logistics' negligent acts or omissions or Simplicity Logistics' material breach of these TERMS AND CONDITIONS and are limited to no greater than a refund of the total freight charge payment related to the specific shipment in question. To the extent the foregoing may

be disallowed by applicable law, Simplicity Logistics' liability shall be limited to the fullest extent otherwise permitted by law. YOU EXPRESSLY UNDERSTAND AND AGREE THAT SIMPLICITY LOGISTICS SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, EXTRA-CONTRACTUAL, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, WHICH MAY OR DOES RESULT FROM THE USE OF THE SERVICE, UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, STATEMENTS OR CONDUCT OF ANY THIRD PARTY OF THE WEBSITE, USE OF THIRD PARTY SITES, ANY MODIFICATION, PRICE CHANGE, SUSPENSION OR TERMINATION OF THE SERVICE, OR ANY OTHER MATTER RELATING TO THE SERVICE, REGARDLESS OF LEGAL THEORY, WHETHER OR NOT ANY PARTY HAD BEEN ADVISED OF THE POSSIBILITY OR PROBABILITY OF SUCH DAMAGES, AND EVEN IF THE REMEDIES OTHERWISE AVAILABLE FAIL THEIR ESSENTIAL PURPOSE, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR LOST PROFITS, BUSINESS INTERRUPTION, GOODWILL, USE, OR OTHER INTANGIBLE LOSSES, DAMAGE CAUSED TO YOUR COMPUTER, COMPUTER SOFTWARE, SYSTEMS AND PROGRAMS AND THE DATA THEREON OR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES. THIS LIMITATION OF LIABILITY SHALL APPLY TO PREVENT RECOVERY OF ANY OF THE AFOREMENTIONED DAMAGES.

16. Indemnification

YOU agree to defend, indemnify, and hold harmless Simplicity Logistics from and against any and all suits, actions, claims, proceedings, damages, settlements, judgments, injuries, liabilities, losses, risks, costs, and expenses (including without limitation attorney fees and litigation expenses) relating to or arising from YOUR use of the SERVICE or any use under YOUR username and password whether or not authorized by YOU, YOUR fraud, violation of law, or willful misconduct, and any breach by YOU of these TERMS AND CONDITIONS, including, but not limited to, uploading, emailing, posting, publishing, transmitting or submitting any content, or any misrepresentation, breach of warranty or certification made by YOU.

17. Eligibility & Requirements

To be eligible to use the SERVICE, YOU must meet the following criteria and represent and warrant that YOU: (1) are 18 years of age or older; (2) are not currently restricted from the SERVICE, or not otherwise prohibited from having

an account; (3) have full power and authority to agree to these TERMS AND CONDITIONS and doing so will not violate any other agreement to which YOU are a party; (4) will not violate any rights of Simplicity Logistics, including these TERMS AND CONDITIONS and/or any intellectual property rights such as copyright, patent, licensing, or trademark rights; (5) agree to provide at YOUR cost all equipment, software, and internet access necessary to use the SERVICE; and (6) agree not to reproduce, copy, sell, resell, or exploit any portion of the WEBSITE.