

## Terms and Conditions

### Shipment Auditing Agreement.

We may amend this Agreement at any time by posting a revised version on our website. The revised version is effective and active at the time of posting. Any material changes are communicated through email thirty (30) days prior.

This Agreement (the "Agreement") is entered into, by and between Company, and the entity agreeing to these these terms ("You", "Customer"). If you are accepting on behalf of your employer or another entity ("Company"), you represent and warrant that you have full legal authority to bind your employer to these terms and conditions, you have read, understand and agree to this Agreement, you agree, on behalf of the party that you represent, to this Agreement. Please note that if you do not have the legal authority to bind your employer or the applicable entity, please do not click the "I Accept" button (or, if applicable, do not sign this Agreement). This Agreement governs Customer's access to and use of the Services. This agreement is effective as of the date on which Customer clicks the "I Accept" button located on and within the Company Website with reference to this Agreement (the "Effective Date"). If you are a Customer acting as an agent of Company, you have read and understand this agreement and warrant full legal authority to bind the Company to these terms and conditions.

This is an important document that requires careful consideration when choosing whether to use Company services. Please be advised that this agreement contains provisions that govern legal claims by and between Customer and Company against each other. Further information on the dispute-resolution provisions contained in this agreement require Customer to submit claims against Company to binding and final arbitration, unless Customer opt out of the the agreement to arbitrate detailed below within seven (7) days of the date Customer accepts the user agreement for the first time.

### Electronic communications delivery policy.

This policy describes how Company communicates with Customer electronically, providing information, and sets out the following agreements related to these notifications:

Company agrees and consents to receive electronically all updates, agreements, invoices, sales receipts, account statements, state and federal tax statements, documents, notifications, notices and disclosures (collectively, "Communications") that we provide in connection with your Customer Account ("Account") and your use of Company Services ("Services").

Process to withdraw consent. You may withdraw your consent to receive Communications electronically by writing us. If you fail to provide adequate information related to the nature of your request to withdraw your consent to receive Communications electronically, Company reserves the right to deny your application to withdraw from the electronic communication delivery policy.

Your contact information. It is your responsibility to keep the primary email address listed on your Account up to date so that Company can communicate with you electronically. Spam filtering of emails may require you to add Company to your email address book. You understand and consent that Company deems communication electronically as successfully sent once emails are sent to the primary email address listed on your Account.

#### Services and Fees.

General. Company will provide the Services in accordance with this agreement at the rate of (fifty) 50%, or a differing amount agreed to in writing, of the savings delivered to Customer by way of refunds returned back to customer from FedEx and/or UPS in any of the payment methods: credits applied to an invoice, credits applied to credit cards stored on file with FedEx and/or UPS, credits applied to debit cards stored on file with FedEx and/or UPS or check payments, rounded up to the nearest whole \$0.01 denomination. Verification of the issuance of credits is witnessed through the FedEx and/or UPS website according to the record stated within a Customer's Shipping account, and can be duly verified by customer with the same verification process aforementioned.

Company will provide Customer with End User Accounts to use for administering the features of the Services. Customer shall administer services to be provided.

Modifications to the Services. Company may make commercially reasonable changes to the Services. Such modifications will be communicated to the customer as the method Company elects, using the information provided by the Customer to inform Customer of these changes.

Retention. Company will retain the applicable archived Customer Data for the period selected in the Services. If Services expire or are terminated in accordance with this Agreement, the obligation of Company to retain the archived Customer Data will immediately terminate.

Customer is engaged in agreements with transportation service providers for the shipment of packages. Company is engaged in Shipment Auditing, which includes the collection and review of shipments and the filing of refund claims with transportation companies on behalf of the Customer. Customer willfully engaged in the business of Shipment Auditing with Company.

#### Restrictions.

Licensing Restrictions. Unless Company specifically agrees to alternate terms, Customer will not: hide or mask Company branding from content located inside the Company website, use, redistribute or sell any content located inside the Company website, use the service in any manner that gives access to content outside of the usage limits specified in the Documentation.

#### Privacy Policy.

By using the Service, Customer agrees that Company may use Customer Content in accordance with its Privacy Policy. Additionally, Customer will protect the privacy rights of its End Users for access, monitoring, use and disclosure of any data submitted, managed or

transmitted to or from Company. Customer may not provide Services to End Users without consent of both Company and the End User.

#### Limitation of liability.

In no event shall Company, the officers, directors, agents or employees be liable for lost profits or any special, incidental or consequential damages arising out of or in connection with our website, Services or this Agreement. This includes your inability to use the website, delays or disruptions in Services, viruses or malicious software, glitches, bugs, errors and any suspension or action taken with respect to your account.

#### No warranty.

Services are provided "as is" and without any representation of warranty. Company does not guarantee continuous, uninterrupted or secure access to any part of the Company Services, and operation of our site may be interfered with by numerous factors outside our control. Company will make reasonable efforts to ensure that all requests are processed in a timely manner but Company makes no representation or warranties regarding the amount of time needed to complete processing activities.

#### Ownership and Publicity.

This agreement does not grant either party rights to any Intellectual Property Rights owned by the other party. Intellectual Property Rights are the property of the content owner and may be protected by applicable laws.

#### Support.

Customer must provide Company with reasonably required access to the Services. Failure to provide this access will be at the Customer's own risk and without liability to Company.

#### Payment.

**Purchase Process.** Company will provide Customer an Ordering Document for each purchase, to confirm the Services, quantities and Fees.

**Payment.** All Fees are due on the invoice date. All payments due are in U.S. dollars, unless otherwise specified.

**Late Payment.** If customer fails to make payment in full when payment is due, Company reserves the right to suspend Services.

**Late Payment Fees.** Interest of 1.5% per month is applied to all late payments past 30 days late. Any fees required to retain a collection agency or attorney to collect late payments are payable by Customer.

**Credit card transactions.** Placing a card on file gives Company notification of intent to pay for Services. Company reserves the right to process payments for due and past due invoices using

any credit card authorized to be stored on with the consent of the customer, in compliance with applicable legal requirements and other applicable card network payment rules.

#### Customer liabilities.

Customer are responsible for all Chargebacks, Claims, fees, fines, charges and penalties incurred by Company caused by the Customer breach of this Agreement and/or the use of Company Services. You agree to reimburse Company for all such liability.

#### Disputes with Company.

Customer and Company agree that any dispute of law or equity that may arise between parties will be resolved in accordance with the provisions set forth in this section. Please read this section carefully, as it affects rights of the Customer and impacts how claims are resolved.

Contact Company first. If a dispute arises between you and Company related to the Services provided may be reported through the help center at any time. Our goal is to address your concerns promptly.

Applicable law. You agree that, except to the extent inconsistent with or preempted by federal law and except as otherwise stated in this Agreement, with regard to principles of conflict of laws, will govern this Agreement and any claim or dispute between Company and Company.

#### Agreement to arbitrate.

You and Company agree that all disputes and claims that have arisen or may arise between you and Company shall be resolved exclusively through final and binding arbitration, rather than in court, except that either party may assert claims in small claims court, so long as the matter remains in such court and advances only on an individual (no-class , non-representative) basis.

Arbitration procedures. Arbitration uses a neutral arbitrator, rather than a judge or jury, and court review of an arbitration award is limited. However, arbitrator can award the same damages and relief that a court can award to an individual. The arbitration will be conducted by and under the rules and procedures of the American Arbitration Association ("AAA"). A party who intends to seek arbitration must first send to the other, by certified mail, a notice of arbitration. All information called for in the notice of arbitration must be provided include a description of the nature and basis of the claims, the amount of damages and relief. Company will send a notice of arbitration to the physical address on your Account. It is your responsibility to keep your physical address current within your Account.

The arbitration shall be held in the county and state of Company or another mutually agreed upon location. If the value of the relief sought is \$20,000 or less, you or Company may elect to have the arbitration conducted by telephone or written communication only, which is binding on you and Company at the discretion of the arbitrator, who can require an in-person hearing, if the circumstances warrant. Any settlement offer made by you or Company shall not be disclosed to the arbitrator.

Payment related to filing, administration and arbitrator fees will be governed by the rules of the AAA.

Opt-out procedure. If you are a new Customer, you can choose to reject this agreement to arbitrate by mailing us a written opt-out notice. The opt-out notice must be postmarked no later than seven (7) days after the date you accept the user agreement for the first time. Opt-out requests are to be by writing to the Legal Team.

No waiver. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent, similar breaches.

Indemnification.

You agree to defend, indemnify and hold Company, the officers, directors, agents and employees harmless of any claim, charge or fee (including fees from attorneys) made or incurred due to or arising out of your breach of this Agreement and/or your violation of any law.