

CollaboRate Terms of Service

Last Updated: August 1, 2024

Thank You for Your interest in Collaborative Rating Systems, LLC ("**CollaboRate**", "**FreightValidate**" "**WhatsYourMCNumber.com**" "**FreightCredit.com**", "**FastFreightRate.com**", "**TheFreightList.com**", "**FreightClub.us**" "**we,**" or "**us**"). These Terms of Service ("**Terms**") establish the terms and conditions that apply to You when You use or access the CollaboRate Platform in any manner, including as (1) an individual purchasing access to the CollaboRate Platform on Your own behalf; (2) an individual purchasing access to the CollaboRate Platform on behalf of a company, organization, or other entity (an "**Organization**"); (3) an individual or Organization accessing the CollaboRate Platform on an unpaid basis, whether as part of an unpaid trial period, on behalf of a paid individual or Organization pursuant to these Terms or other agreement between such parties and CollaboRate or (4) an individual accessing the CollaboRate System on Your own behalf through public or private resources, or otherwise.

Any person or Organization who accesses or uses the CollaboRate System, whether on their own behalf or on behalf of any third party, is a "**User**." If You are accessing the CollaboRate System on behalf of an Organization, "**You**" and "**Your**" refers to both the individual accessing the CollaboRate System and the Organization.

BY ACCEPTING THESE TERMS, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE, EXECUTING A SERVICE ORDER, STATEMENT OF WORK, OR OTHER DOCUMENT THAT REFERENCES THESE TERMS (COLLECTIVELY, "**ORDER**"), OR BY ACCESSING, USING (OR MAKING ANY PAYMENT FOR) THE COLLABORATE SYSTEM, YOU INDICATE YOUR ACCEPTANCE OF THESE TERMS AND YOUR AGREEMENT TO BE BOUND BY THESE TERMS AND, IF YOU ARE AGREEING TO THESE TERMS ON BEHALF OF AN ORGANIZATION, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ORGANIZATION TO THESE TERMS. YOU ARE NOT PERMITTED TO USE THE COLLABORATE SYSTEM IF YOU DO NOT AGREE TO THESE TERMS, OR, IF YOU ARE AGREEING TO THESE TERMS ON BEHALF OF AN ORGANIZATION, WHERE YOU DO NOT HAVE THE AUTHORITY TO BIND YOUR ORGANIZATION TO THESE TERMS. THESE TERMS CAN BE CHANGED, MODIFIED, SUPPLEMENTED, AND/OR UPDATED BY COLLABORATE AT ANY TIME; PROVIDED THAT IN CERTAIN INSTANCES WE WILL ENDEAVOR TO PROVIDE YOU WITH NOTICE OF MATERIAL CHANGES. YOUR CONTINUED USE OF THE COLLABORATE PLATFORM AFTER THE MODIFICATION OF THESE TERMS MEANS THAT YOU ACCEPT ALL SUCH CHANGES. ACCORDINGLY, YOU ARE ADVISED TO CONSULT THESE TERMS EACH TIME YOU ACCESS THE COLLABORATE SYSTEM IN ORDER TO VIEW ANY CHANGES TO THESE TERMS. THESE TERMS WERE LAST MODIFIED AS OF THE DATE INDICATED ABOVE.

IMPORTANT NOTICE REGARDING ARBITRATION FOR U.S. CUSTOMERS: WHEN YOU AGREE TO THESE TERMS YOU ARE AGREEING (WITH LIMITED EXCEPTION) TO RESOLVE ANY DISPUTE BETWEEN YOU AND COLLABORATE THROUGH BINDING, INDIVIDUAL ARBITRATION RATHER THAN IN COURT. PLEASE REVIEW CAREFULLY SECTION 17 “ARBITRATION” BELOW FOR DETAILS REGARDING ARBITRATION. IF YOU ARE AN INDIVIDUAL PERSON, YOU CAN OPT OUT OF THESE TERMS TO ARBITRATE BY CONTACTING US THROUGH OUR CONTACT US FORM AT [HTTPS://WWW.FREIGHTVALIDATE.COM/CONTACT](https://www.freightvalidate.com/contact) WITHIN 30 DAYS AFTER FIRST ACCEPTING THESE TERMS AND STATING YOUR FIRST AND LAST NAME, COMPANY NAME (IF APPLICABLE), AND EMAIL, AND THAT YOU DECLINE THE TERMS TO ARBITRATE.

Please review our Privacy Notice (located at <https://FreightValidate.com/privacy-notice/>) which explains how we collect, use, and share information about You when You access or use the CollaboRate System. By accepting these Terms, You agree to the processing of Your information in accordance with the Privacy Notice.

1. **CollaboRate Offerings.** Our offerings comprise of a few components as defined below.
 1. **“CollaboRate Platform”:** CollaboRate’s proprietary web-based software platform , application programming interface information (“**APIs**”), browser extensions, downloadable software plug-ins, or other software extensions (collectively, “**Plug-Ins**”), and mobile applications (“**Apps**”); in each case, as identified in the applicable Order, including any updates, trials, enhancements, or improvements thereof that are made available by CollaboRate.
 2. **“CollaboRate Content”:** collectively and separately, the CollaboRate Data and Visualizations
 3. **“CollaboRate Data”:** CollaboRate’s proprietary information, calculation, or data made available by the CollaboRate Platform (whether derived from User Data, CollaboRate Data, or otherwise).
 4. **“CollaboRate System”:** collectively and separately, the CollaboRate Platform and CollaboRate Content.
 5. **“Visualizations”:** Datasets, views, grids, tables, maps, charts, reports, metrics, dashboards, forms, surveys, calendars, and other visual representations of User Data or CollaboRate Data, or other information generated by or made available through the CollaboRate Platform.
 6. **“Professional Services”:** Implementation, configuration, training, or consulting services provided by CollaboRate as described in the applicable Order or as otherwise provided by CollaboRate to You in connection with the CollaboRate Platform.
 7. **“Documentation”:** User documentation provided or made available by CollaboRate relating to the CollaboRate Platform (e.g., user manuals and online help files) as the same may be updated by CollaboRate from time to time.
2. **Use of the CollaboRate Platform.**
 - A. **CollaboRate Platform.** Subject to Your compliance with these Terms, CollaboRate hereby grants You a limited, revocable, non-exclusive, non-sublicensable, non-transferable license, during the Term, to: (i) access and use the CollaboRate Platform; (ii) integrate, send and receive calls from,

and otherwise use the APIs; and (iii) download, install, and use the Plug-Ins and Apps on compatible authorized devices that User owns or controls; in each case, solely in accordance with the Documentation and any limitations or other restriction on Customer's use of the CollaboRate System specified in these Terms or in an Order, including, for the avoidance of doubt, those set forth in Sections 2 and 3.G ("**Scope Limitations**").

- B. **Visualizations.** Subject to Your compliance with these Terms, CollaboRate hereby grants You a limited, revocable, non-exclusive, non-sublicensable non-transferable license, during the Term to create, distribute, use, and commercialize Visualizations, in each case, solely in accordance with the Attribution Requirements, any limitations in these Terms or an Order, and the Documentation. All Visualizations (including any screenshots or other derivatives thereof) must (x) include all proprietary rights notices or trademarks included within the Visualizations when generated within the CollaboRate Platform, (y) include attribution to CollaboRate, FreightValidate and (z) be in compliance with any third-party licenses applicable to the Visualizations or the data appearing in the Visualizations (collectively, the "**Attribution Requirements**").
- C. **CollaboRate Data.** Subject to Your compliance with these Terms, CollaboRate hereby grants You a limited, revocable, non-exclusive, non-sublicensable, non-transferable license, during the Term, to use CollaboRate Data solely in connection with Your authorized use of the CollaboRate Platform and in accordance with the Attribution Requirements, any limitations in these Terms or an Order, and the Documentation.
- D. **Documentation.** Subject to Your compliance with these Terms, CollaboRate hereby grants You a worldwide, non-exclusive, non-transferable non-sublicensable license during the Term to reproduce, without modification, and internally use a reasonable number of copies of the Documentation solely in connection with Your authorized use of the CollaboRate Platform.
- E. **License Restrictions.** Except as otherwise explicitly authorized by CollaboRate in an Order and without limiting other restrictions or conditions (including compliance with Attribution Requirements) in these Terms, You will not, whether directly or indirectly:
 - i. sell or offer for sale, resell, lease, rent, make available on a "service bureau" basis, mirror or frame, via the APIs or otherwise, any CollaboRate Content to a third party;
 - ii. distribute, display (publicly or otherwise), share, send or present, allow access to, via the APIs or otherwise, any CollaboRate Content to a third party, except where such use of the CollaboRate Content is for a Permitted Use (as defined below);
 - iii. incorporate, integrate, or embed, or allow access to, (via the API or otherwise) any portion of the CollaboRate System into or through any software technology or system not owned or controlled by CollaboRate to provide content, materials, systems, data or access to any third party, except where such use of the CollaboRate Content is for a Permitted Use; or

- iv. use the CollaboRate Content or any portion thereof or any derivatives to copy, develop, build, create, assemble, organize, compile, distribute, produce, market, or otherwise exploit industry insights, reports, optimizations, aggregations, or any similar materials or documentation.

For the purposes of this Section 2(E), “**Permitted Use**” means the use of the CollaboRate Content that is solely related to the performance reporting, marketing, and distribution of Your then existing primary products and services in the form, functionality, and manner in which CollaboRate provides the CollaboRate Content to You. For the avoidance of doubt, if You are an independent contractor, consultant, service bureau, managed service provider, or aggregator, without limiting any of the other terms of these Terms including without limitation, Section 3(G), Permitted Uses do not include using the CollaboRate Content to create any product or service that is substantially similar to or that re-create the features of the CollaboRate Content, or create any report, product, service, tool, search function, or other material to improve the performance of Your clients or other third parties unless authorized to do so in an accompanying Order.

- F. **Professional Services.** If You are obtaining any Professional Services, the following will apply: if any delays in the Professional Services occur solely as a result of any incorrect information provided by You or Your failure to perform Your obligations under these Terms or any Order, CollaboRate may extend the performance schedule under the applicable Order. CollaboRate will have no liability for any costs or expenses resulting from such delays. You will: (1) cooperate with and assist CollaboRate in the performance of Professional Services and perform all obligations required under the terms of the applicable Order; (2) provide the resources and data specified in the applicable Order or as reasonably requested by CollaboRate to perform the Professional Services. If You fail to comply with the previous sentence, CollaboRate’s ability to provide Professional Services, meet the performance schedule, and keep fees reasonably in line with any estimates given in the Order may be adversely affected. If You request CollaboRate to perform Professional Services on or with respect to any third-party software, You represent and warrant to CollaboRate that You have all necessary rights to allow CollaboRate to do so. CollaboRate retains ownership of all right, title, and interest in and to all Work Product. Subject to Your payment of the fees related to Professional Services and compliance with these Terms, CollaboRate grants to You a worldwide, non-exclusive, non-transferable, non-sublicensable license to use the Work Product during the Term in support of CollaboRate’s permitted use of the CollaboRate System. “**Work Product**” means any content, assets, software, documentation, deliverables, works of authorship, and other work product that are created by CollaboRate in the performance of Professional Services.

3. **Accounts; Registration; Restrictions.**

- A. **Users.** To access most features of the CollaboRate Platform, You may need to register for an account. In such case, You must complete the registration

process by providing us with current, complete, and accurate information, as prompted by the applicable registration form.

- B. **Accuracy of Information.** You acknowledge that if You provide any information to us that is not current, complete, and accurate, we may terminate these Terms and Your continued access and use of the CollaboRate Platform. You agree to update Your information if it is no longer current, complete, and accurate.
- C. **Closing Your Account.** Unless otherwise stated in an Order, You may close Your account at any time and without cost, but You will remain liable for any outstanding purchases as well as any fees or other charges incurred in connection with Your account. CollaboRate will not issue refunds for amounts previously incurred through the CollaboRate Platform once You close Your account. You can close Your account by submitting a request on our Contact Us page at <https://www.freightvalidate.com/contact> or via in-App support.
- D. **Eligibility.** You represent and warrant that: (1) You are at least 18 years of age; (2) You have not been previously suspended or removed from the CollaboRate Platform; (3) Your registration and Your use of the CollaboRate Platform is in compliance with all applicable laws; and (4) If You are accessing or using the CollaboRate Platform on behalf of an Organization, You agree to these Terms on behalf of such Organization and You have the authority to bind such Organization to these Terms. CollaboRate provides the CollaboRate System from the United States. If You are using the CollaboRate System from outside the United States, the CollaboRate System may not be appropriate or permitted under applicable law. It is Your responsibility to use the CollaboRate System in accordance with all applicable law in any jurisdiction that applies to You.
- E. **Credentials.** As part of the registration process, You might be asked to select a username, password, or other login credentials or You may be given the option to use credentials from another service provider to login to the CollaboRate Platform (“SSO”) (collectively, “Credentials”). CollaboRate will also collect information that relates to Users in connection with the use and administration of the CollaboRate Platform, including location data (together with Credentials, “Account Information”). You are responsible for maintaining the security and confidentiality of Your Credentials. Users may also be required from time to time to consent to Facial Recognition Verification. You agree to notify CollaboRate immediately of any unauthorized use of Your account or any other breach of security. To notify us, contact us by submitting the form on our Contact Us page at <https://www.freightvalidate.com/contact>. You are responsible for all use of the CollaboRate Platform occurring under Your account and all content posted with Your account on the CollaboRate Platform. If You are accessing or using the CollaboRate Platform on behalf of an Organization, You are responsible for ensuring that each of such Organization’s Users complies with these Terms and You are fully responsible and liable for the acts and omissions of such Organization’s Users in Your account as if they were Your own acts or omissions. You may not share Your Credentials with any third party. CollaboRate will not be liable for any loss that You incur as a result of someone else using Your Credentials or account.

- F. **Orders.** Each Order is subject to and governed by these Terms. If there is a conflict between these Terms and an Order, these Terms will control unless the Order, as applicable, states that a specific provision of these Terms will be superseded by a specific provision of the Order.
- G. **Your Responsibilities.** You may use the CollaboRate System solely for lawful purposes, as intended through the provided functionality of the CollaboRate Platform. You may not use the CollaboRate System in any manner that could damage, disable, overburden, or impair CollaboRate's servers or networks, or interfere with any other party's use and enjoyment of the CollaboRate System. You may not attempt to gain unauthorized access to the CollaboRate System, user accounts, or computer systems or networks, through hacking, password mining, or any other means. Without limiting any of the foregoing, You may not (and You may not allow or assist any third party to):
1. use, copy, install, transfer, or distribute the CollaboRate System, except as expressly permitted in these Terms;
 2. modify, create derivative works of, adapt, translate, reverse engineer, decompile, disassemble, or otherwise attempt to derive or gain improper access to any portion of the CollaboRate Platform;
 3. remove or alter any copyright, trademark, or other proprietary rights notices contained in or on the CollaboRate System, or other content and materials obtained through the CollaboRate Platform or the use of the CollaboRate Platform;
 4. probe, scan, or test the vulnerability of any system or network or breach any security or authentication measures of the CollaboRate Platform;
 5. reformat, mirror, sell, resell, rent, lease, or frame any portion of the web pages that are part of the CollaboRate Platform, except as specifically intended by the functionality of the CollaboRate Platform;
 6. express or imply that any statements You make are endorsed by CollaboRate, FreightValidate without CollaboRate's prior written consent in each instance;
 7. transmit any software or other materials that contain any virus, worm, time bomb, Trojan horse, or other harmful or disruptive component through the CollaboRate Platform;
 8. use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine," or in any way reproduce or circumvent the navigational structure or presentation of the CollaboRate Platform or its contents;
 9. harvest or collect information about other CollaboRate Platform users without their prior written consent, except as expressly permitted through the CollaboRate Platform's functionality;
 10. undertake, cause, permit, or authorize the translation, reverse engineering, disassembling, or hacking of any aspect of the CollaboRate Platform, or attempt to do any of the foregoing, except and solely to the extent described in these Terms, the CollaboRate Platform's authorized features, or by law, or otherwise attempt to

use or access any portion of the CollaboRate Platform other than as intended by CollaboRate;

11. access, tamper with, or use non-public areas of the CollaboRate System, CollaboRate's (and its service providers') computer systems and infrastructure, or the technical delivery systems of CollaboRate's service providers;
12. harass, abuse, harm, or advocate or incite harassment, abuse, or harm of another person or group, including CollaboRate employees, and other users of the CollaboRate Platform;
13. solicit, or attempt to solicit, personal information from other users of the CollaboRate System, except as expressly permitted through the CollaboRate Platform's intended functionality;
14. restrict, discourage, or inhibit any third party from using the CollaboRate System;
15. gain unauthorized access to the CollaboRate Platform, to other users' accounts, names, or personally identifiable information, or to other computers or websites connected or linked to the CollaboRate Platform
16. disclose personal information about a third party or another User on the CollaboRate Platform or obtained from the CollaboRate Platform without the consent of such third party or User;
17. use the CollaboRate System to transmit (i) any content or information that is unlawful, fraudulent, threatening, harassing, abusive, hateful, libelous, defamatory, obscene or otherwise objectionable, (ii) any material, non-public information about individuals or companies without the authorization to do so, (iii) any trade secret of any third party, and/or (iv) any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities, or other unsolicited commercial communication (except as otherwise expressly permitted by us), or engage in spamming or flooding;
18. use the CollaboRate System in violation of CollaboRate's policies or any applicable international, federal, state, provincial, or local laws or regulations; or
19. use or access the CollaboRate System to build or improve a competing service;
20. monitor the availability, performance, or functionality of the CollaboRate Platform;
21. use the CollaboRate System in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person;
22. interfere with, or disrupt the integrity or performance of, the CollaboRate System, or any data or content contained therein or transmitted thereby; or
23. use the CollaboRate System or any other CollaboRate Confidential Information for benchmarking or competitive analysis with respect to competitive or related products or services, or to develop, commercialize, license, or sell any product, service or technology that could, directly or indirectly, compete with the CollaboRate System.

We may take any legal action and implement any technical remedies to prevent the violation of these restrictions and to enforce these Terms.

4. **Payment; Membership.**

A. **Payment.** CollaboRate may bill You through an invoice, in which case, unless otherwise specified in an Order, full payment for invoices issued in a given month is due 30 days after the date of the applicable invoice. CollaboRate may also offer different membership packages for access and use of the CollaboRate Platform as indicated on CollaboRate's website or in an Order ("**Membership**"). Certain Memberships within the CollaboRate Platform may require You to pay fees, including one-time fees ("**One-Time Payment**") or fees on a subscription basis ("**Subscription**") (each, a "**Transaction**"), and may provide You the option to activate recurring automatic payments for recurring fees. All fees and applicable taxes, if any, are in U.S. Dollars unless otherwise indicated. Before You pay any fees, including before activating or updating any recurring payments, You will have an opportunity to review the fees that You will be charged before You accept them. We may ask You to supply additional information relevant to Your Transaction, including Your credit card number, the expiration date of Your credit card and Your email and postal addresses for billing and notification (such information, "**Payment Information**"). You represent and warrant that You have the legal right to use all payment method(s) represented by any such Payment Information. When You initiate a Transaction, You authorize us to provide Your Payment Information to third parties so we can complete Your Transaction and to charge Your payment method for the type of Transaction You have selected (plus any applicable taxes and other charges). You may need to provide additional information to verify Your identity before completing Your Transaction (such information is included within the definition of Payment Information). By initiating a Transaction, You agree to the pricing, payment and billing policies applicable to such fees and charges, as posted or otherwise communicated to You. All payments for Transactions are non-refundable and non-transferable except as expressly provided in these Terms. By agreeing to these Terms and electing to purchase a Membership, You acknowledge that Your Membership has recurring payment features and You accept responsibility for all recurring payment obligations prior to cancellation of Your Membership by You or CollaboRate.

1. **Subscriptions.** If You purchase a Subscription, You will be charged the Subscription fee on a frequency applicable to the Subscription You purchase (each period of the Subscription, the "**Subscription Period**"), plus any applicable taxes, and other charges ("**Subscription Fee**"), at the beginning of Your Subscription and each Subscription Period thereafter, at the then-current Subscription Fee. BY PURCHASING A SUBSCRIPTION, YOU AUTHORIZE COLLABORATE TO INITIATE RECURRING, NON-REFUNDABLE PAYMENTS AS SET FORTH BELOW. If You purchase a Subscription, we (or our third-party payment processor) will automatically charge You each Subscription Period on the anniversary of the commencement of Your Subscription, using the

Payment Information You have provided until You cancel Your Subscription. No less than thirty (30) days and no more than sixty (60) days before Your Subscription term ends (for subscriptions with a Subscription Period greater than a month), or otherwise in accordance with applicable law, CollaboRate will send You a reminder with the then-current Subscription Fee. By agreeing to these Terms and electing to purchase a Subscription, You acknowledge that Your Subscription has recurring payment features and You accept responsibility for all recurring payment obligations prior to cancellation of Your Subscription by You or CollaboRate. Your Subscription continues until cancelled by You or we terminate Your access to or use of the CollaboRate System or Subscription in accordance with these Terms.

2. **Canceling One-Time Payment or Subscription.** YOUR PURCHASE IS FINAL AND YOU WILL NOT BE ABLE TO CANCEL THE PURCHASE AND/OR RECEIVE A REFUND OF YOUR ONE-TIME PAYMENT OR SUBSCRIPTION FEE AT ANY TIME. But if something unexpected happens in the course of completing a Transaction, we reserve the right to cancel Your Transaction for any reason; if we cancel Your Transaction, we'll refund any payment You have already remitted to us for such Transaction. Without limiting the foregoing, You may cancel Your Subscription at any time if there is no Order in effect between the parties, but please note that such cancellation will be effective at the end of the then-current Subscription period. EXCEPT AS SET FORTH ABOVE WITH RESPECT TO YOUR INITIAL SUBSCRIPTION PURCHASE, YOU WILL NOT RECEIVE A REFUND OF ANY PORTION OF THE SUBSCRIPTION FEE PAID FOR THE THEN CURRENT SUBSCRIPTION PERIOD AT THE TIME OF CANCELLATION. To cancel, You can contact us using our Contact Us form found at <https://www.freightvalidate.com/contact>. You will be responsible for all Subscription Fees (plus any applicable taxes and other charges) incurred for the then-current Subscription period. If You cancel, Your right to use the CollaboRate System will continue until the end of Your then current Subscription period and will then terminate without further charges.

- B. **Payment Processing.** Payment processing services for CollaboRate may be provided by our third-party payment processors, which may include Stripe Inc. ("**Stripe**"). Stripe uses Your credit card to make payments. The processing of credit card charges or credits, as applicable, relating to Your use of the CollaboRate Platform will be subject to the [Stripe Connected Account Agreement](#), which includes the [Stripe Terms of Service](#) (collectively, the "**Stripe Services Agreement**"). You hereby agree to be bound by the Stripe Services Agreement, which may be modified by Stripe from time to time as set forth therein. As a condition of CollaboRate enabling payment processing services through Stripe, You agree to provide CollaboRate with current, accurate, and complete information about You and Your payment methods (billing address, credit card number, expiration date, etc.) and You authorize CollaboRate to share it and transaction information related to Your use of the payment processing services provided by CollaboRate.

- C. **Products.** Unless otherwise specified in an Order, prices and descriptions for Memberships are subject to change without notice. We do not guarantee that the colors, features, specifications, and details of the CollaboRate System will be accurate or free of errors, and Your device's display may not accurately reflect the actual colors and details of the CollaboRate System. We may limit the sales of Memberships to any person, geographic region, or jurisdiction. We may limit the quantities of any Memberships that we offer, and may discontinue any Memberships without notice. We do not warrant that the quality of any Memberships You purchase will meet Your expectations. We may refuse any Order You place with us. If we make a change to or cancel an order, we may attempt to notify You by contacting the email, billing address, or phone number You provide. CollaboRate is under no obligation to accept or fulfill an order for a Membership that was advertised at an incorrect price, and we may reject or cancel those orders.
 - D. **Taxes, Fees, Late Payments.** All fees are quoted exclusive of taxes. You are responsible for all taxes that apply to the CollaboRate Platform, excluding taxes on CollaboRate's income. You are responsible for any reasonable costs CollaboRate incurs to collect any unpaid or past due amounts, including reasonable attorneys' fees and other associated costs. Delinquent payments will bear interest at the rate of 1.5% per month or the highest rate permitted under applicable law, whichever is less, from the payment due date until paid in full, and may result in immediate termination of the Membership or access to the CollaboRate Platform.
5. **Third-Party Materials, Third-Party Fees, and Linked Websites.**
- A. **Access to Third-Party Materials.** The CollaboRate System may provide You with access to third-party websites, data, databases, networks, servers, information, software, programs, systems, directories, applications, products, or services (e.g. maps, geolocation data, communication tools) (collectively, "**Third-Party Materials**").
 - B. **No Control Over Third-Party Materials.** CollaboRate does not have or maintain any control over Third-Party Materials, and is not and cannot be responsible for their content, operation, or use. By linking or otherwise displaying information from or providing access to any Third-Party Materials, CollaboRate does not give any representation, warranty or endorsement, express or implied, with respect to the legality, accuracy, quality, or authenticity of content, information, or services provided by those Third-Party Materials.
 - C. **Terms of Third-Party Materials.** Third-Party Materials may be subject to separate license terms, may have their own terms of use and privacy policy, and may have different practices and requirements. You are solely responsible for reviewing any applicable license terms, terms of use, privacy policy, or other terms governing Your use of these Third-Party Materials, which You use at Your own risk. You may have broader rights under the applicable third-party terms and nothing in these Terms are intended to impose further restrictions on Your use of the Third-Party Materials.
 - D. **Disclaimer of Liability for Third-Party Materials.** You are solely responsible for taking the precautions necessary against fraud risks when using Third-Party Materials, and to protect Your computer systems from

viruses, worms, Trojan horses, and other harmful or destructive content and material that may be included on or may emanate from any Third-Party Materials. COLLABORATE DISCLAIMS ANY AND ALL RESPONSIBILITY OR LIABILITY FOR ANY HARM RESULTING FROM YOUR USE OF THIRD-PARTY MATERIALS, AND YOU HEREBY IRREVOCABLY WAIVES ANY CLAIM AGAINST COLLABORATE WITH RESPECT TO THE CONTENT OR OPERATION OF ANY THIRD-PARTY MATERIALS.

- E. **Third-Party Fees.** Your use of the CollaboRate Platform may incur third-party fees, such as fees charged by Your carrier for data usage or fees charged by a third-party storage, or data provider, or other service provider, and may be subject to third-party terms, such as Your carrier's terms of service, You agree to pay all such fees and abide by all such terms. You are solely responsible for all of those fees incurred for Your use of the CollaboRate Platform.

6. **Ownership.**

- A. **CollaboRate IP.** The CollaboRate System, Documentation, Usage Data, and Professional Services, and any and all any content, enhancements, updates, derivatives, improvements, and modifications thereof, and all intellectual property rights therein (collectively, "**CollaboRate IP**"), is owned by CollaboRate and its licensors. The CollaboRate IP is protected by copyright law and other applicable law. No ownership rights in the CollaboRate IP are transferred to You by these Terms. You do not have any rights in or to the CollaboRate IP except for the limited express rights granted in these Terms.
- B. **Trademarks.** You acknowledge that CollaboRate has applied for, and is pending approval, common law or registered trademark rights in the name and word mark "FreightValidate" and in the other marks and design marks displayed on the CollaboRate System.. You will not challenge the validity of, or CollaboRate's ownership of, the foregoing names or marks, and You waive any rights You may have to do so. You may not use our names or marks in connection with any product or service that is not ours, or in any manner that is likely to cause confusion. All use of the foregoing names and marks by You will inure exclusively to CollaboRate's benefit. All marks shown on the CollaboRate System but not owned by CollaboRate are the property of their respective owners.
- C. **Feedback.** If You give CollaboRate feedback, comments, or suggestions concerning the CollaboRate System (collectively, "**Feedback**"), You hereby assign to CollaboRate all right, title, and interest in and to the Feedback, and CollaboRate is free to use the Feedback without payment, attribution, or restriction.

7. **User Data.**

- A. "**User Data**" means all non-public data, including files, images, and other content or information, uploaded by You, or an Organization You represent, as applicable, to the CollaboRate Platform or otherwise shared with CollaboRate by User or such Organization through electronic means. User Data does not include Account Information, User Information, Credentials or Visualizations.
- B. **Limited License Grant to CollaboRate.** You hereby grant CollaboRate a worldwide, perpetual, non-exclusive, royalty-free, fully paid right and license (with the right to sublicense) to host, store, transfer, display,

perform, reproduce, modify for the purpose of formatting for display, and distribute User Data, in whole or in part, in any and all media or distribution methods (now known or later developed) in accordance with (1) the settings in Your account, (2) the features of the CollaboRate Platform that You elect to use, or (3) the fulfillment of Professional Services as described in an applicable Order. CollaboRate may use the User Data for any internal business purpose, including to improve the usability, functionality, and accuracy of the CollaboRate System.

- C. **Other Users.** By posting or sharing User Data with, or providing access to, or otherwise disclosing User Data to or with other Users, or the public, You hereby grant those Users or the public (as applicable) a non-exclusive right to access and use such User Data for any purpose without payment or restriction unless otherwise restricted by You at the time of posting. Upon sharing Your User Data with other Users or the public, You are solely responsible for Your User Data and the consequences of sharing it on the CollaboRate System. None of the User Data shared by You will be subject to any obligation, whether of confidentiality, attribution, or otherwise, on our part and we will not be liable for any use or disclosure of any User Data.
- D. **Restrictions; Data Retention.** You represent and warrant to CollaboRate, FreightValidate on Your own behalf and on behalf of the Organization, as applicable, that User Data does not and will not contain, and User has not and will not , and ensure that the Organization has not and will not, as applicable, otherwise provide or make available to CollaboRate for processing, any sensitive information that identifies or relates to any natural person, including but not limited to financial information (e.g. credentials to any financial accounts or tax return data); health information (e.g. protected health information subject to the Health Insurance Portability and Accountability Act (HIPAA) or other information regarding an individual's medical history, mental, or physical condition, or medical treatment or diagnosis by a health care professional, health insurance information, or genetic information); biometric information; government IDs or other government-issued identifiers (e.g. social security numbers); passwords for online accounts (other than passwords to access the CollaboRate Platform); credit reports or consumer reports; any payment card information subject to the Payment Card Industry Data Security Standard; information subject to the Gramm-Leach-Bliley Act, Fair Credit Reporting Act, or similar laws, or the regulations promulgated thereunder; information subject to restrictions under applicable law governing personal data of children, including, without limitation, all information about children under 16 years of age; or any information that falls within any special categories of data, including as defined under applicable privacy laws. You agree that CollaboRate will have no responsibility or liability with respect to any such information, including to the extent that it is processed in connection with the CollaboRate Platform. CollaboRate is not responsible for performing, and is not liable for any failure to perform, any back-up of any User Data provided, processed, or stored in or through the CollaboRate Platform. CollaboRate recommends that User perform regular exports and back-ups of User Data. Upon deactivation of a CollaboRate account, all data associated with that account may be deleted.

- E. **Disclaimer.** CollaboRate is under no obligation to edit or control data that third parties post, publish, or otherwise provide to CollaboRate (“**Community Resources**”), and will not be in any way responsible or liable for Community Resources. You are solely responsible for vetting the suitability of any Community Resources for Your intended purposes. CollaboRate may, however, at any time and without prior notice, screen, remove, edit, or block any Community Resources that in CollaboRate’s sole judgment violates these Terms or is otherwise objectionable. You understand that when using the CollaboRate Platform, You will be exposed Community Resources from a variety of sources and acknowledge that Community Resources may be inaccurate, offensive, indecent, or objectionable. You agree to waive, and does hereby waive, any legal or equitable right or remedy You have or may have against CollaboRate with respect to Community Resources. CollaboRate expressly disclaims any and all liability in connection with Community Resources. If notified by a user or content owner that Community Resources allegedly does not conform to these Terms, CollaboRate may investigate the allegation and determine in CollaboRate’s sole discretion whether to remove the Community Resources, which CollaboRate reserves the right to do at any time and without notice.
 - F. **Special Notice for International Use.** Recognizing the global nature of the Internet, You agree to comply with all applicable laws regarding the transmission of data exported from the United States or the country in which You reside. If You are using the CollaboRate Platform from the European Union or other regions with laws governing data collection and use, then You agree to the transfer and processing of Your information to and in the United States. By providing Your information to us, You consent to any transfer and processing in accordance with our Privacy Notice (located at <https://FreightValidate.com/privacy-notice/>).
 - G. **User Information.** CollaboRate will collect information that relates to User and other Users within an Organization, as applicable, and/or third parties in connection with Your use and administration of the CollaboRate System, including location data (“**User Information**”). User Information may be shared with the Organization You represent.
 - H. **Usage Data.** CollaboRate shall have the right to collect and analyze data and other information relating to the provision, use, and performance of various aspects of the CollaboRate Platform, and related systems and technologies in a de-identified form (“**Usage Data**”) and CollaboRate will be free (during and after the Term) to use and distribute such Usage Data to maintain, improve, and enhance the CollaboRate System and for other development, diagnostic, and corrective purposes in connection with the CollaboRate System and other CollaboRate offerings.
8. **Claims of Copyright Infringement.** The Digital Millennium Copyright Act of 1998 (the “**DMCA**”) provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If You believe in good faith that materials hosted by CollaboRate infringe Your copyright, You (or Your agent) may send us a notice requesting that the material be removed, or access to it blocked. The notice must include the following information:

- A. a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- B. identification of the copyrighted work claimed to have been infringed (or if multiple copyrighted works located on the CollaboRate System are covered by a single notification, a representative list of such works);
- C. identification of the material that is claimed to be infringing or the subject of infringing activity, and information reasonably sufficient to allow CollaboRate to locate the material on the CollaboRate System;
- D. the name, address, telephone number, and email address (if available) of the complaining party;
- E. a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- F. a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

If You believe in good faith that a notice of copyright infringement has been wrongly filed against You, the DMCA permits You to send CollaboRate a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA; see copyright.gov for details. Notices and counter-notices with respect to the CollaboRate System should be sent to copyright@FreightValidate.com. We suggest that You consult Your legal advisor before filing a notice or counter-notice. Be aware that there can be penalties for false claims under the DMCA.

9. **Confidentiality.** In the course of providing the CollaboRate Platform, CollaboRate may disclose or make available to You information about its business. You acknowledge that all knowledge, information, and data provided by CollaboRate to You with respect to the business, operations, servers, systems, and marketing of CollaboRate's products and services that is not generally known or publicly available, whether or not designated as "confidential," is CollaboRate's confidential information and You will not use or disclose such confidential information to any third-party without CollaboRate's prior written consent.
10. **Consent to Electronic Communications.**
 - A. **CollaboRate Communications.** By using the CollaboRate Platform, You consent to receiving electronic communication from CollaboRate regarding registration, security, privacy, and administrative issues relating to Your use of the CollaboRate Platform. If You sign up to receive text messages from CollaboRate, FreightValidate You agree that CollaboRate may send marketing and/or informational text messages to the phone number provided via an automatic telephone dialing system. Message and data rates may apply. You agree that any notices, agreements, disclosures, or other communications that CollaboRate sends to You electronically will satisfy any legal communication requirements, including that those communications be in writing.
 - B. **Third-Party Communications.** You may be able to use the CollaboRate Platform to make phone calls or send text messages (including via automatic telephone dialing system or VoIP technologies), emails, or other communications, which may include marketing content, to third parties

and individuals (“**Communication Services**”). CollaboRate may utilize third parties to provide Communication Services, including plugins, mobile applications, integrations, and related services (“**Third-Party Services**”) that You may elect to purchase or use. Your use of such Third-Party Services and any exchange of data between You and any Third-Party Service or Third-Party Service provider is solely between You and the applicable Third-Party Service provider. CollaboRate does not warrant or provide support for Third-Party Services, whether or not they are designated by CollaboRate as “recommended,” “certified,” or otherwise. CollaboRate is not responsible for any violations of applicable law relating to Third-Party Services, or arising from Your use of Third-Party Services. You represent and warrant that You: (1) have obtained and will continue to have all required consents to make phone calls or send text messages, emails, or other communications using the CollaboRate Platform; and (2) will comply with all applicable laws. You acknowledge that You control the sending of communications You initiate through the CollaboRate Platform and that CollaboRate is only limited to facilitating Your communications or transmissions at Your direction. CollaboRate does not warrant the availability of or provide support for Communication Services. Communication Services may be limited as required by applicable law(s) such as opt-out requirements.

- C. **Messages.** The CollaboRate Platform may allow Users to exchange communications via email, text or other through other means (“**User Communications**”) with each other. You represent and warrant that the User Communications that You send are and will be in compliance with all applicable laws. You agree to inform all recipients of text message User Communications that message and data rates may apply. Sending User Communications is a privilege, not a right, and CollaboRate may terminate such privileges of any User at any time and for any reason. If a User sends You an objectionable User Communication, please contact CollaboRate immediately at by submitting a request on our Contact Us page at <https://www.freightvalidate.com/contact>. You are solely responsible for the content of any User Communication You send. You agree that CollaboRate may monitor messages for compliance with these Terms, and User Communications should not be considered confidential or proprietary.

11. **Term and Termination.**

- A. **Term.** Unless otherwise specified in an Order, these Terms will be effective on the date on which You first access or use the CollaboRate System and will continue as long as You continue to access or use the CollaboRate System, or until terminated in accordance with these Terms (the “**Term**”).
- B. **Termination.** CollaboRate may, in its sole discretion and with no other obligations, terminate these Terms and Your User account and/or limit, suspend, or terminate Your access to the CollaboRate Platform, with or without notice. You may terminate these Terms or an Order based on CollaboRate’s breach of these Terms by submitting a request on our Contact Us page at <https://www.freightvalidate.com/contact>, or if You are acting on behalf of an Organization, by contacting Your account manager, as applicable.

- C. **Effect of Termination.** Upon termination of these Terms, You remain obligated to pay any outstanding fees relating to Your use of the CollaboRate Platform that were incurred prior to termination. Fees are not refundable. The following Sections of these Terms will survive termination of these Terms: 2.E, 3.D, 3.G, 4.D, 5, 6, 7.B, 7.D, 7.E, 9, 10, 11.C, 12 – 23. Either party's termination of these Terms is without prejudice to any other remedies it may have at law or in equity, and does not relieve either party of liability for breaches occurring prior to the effective date of termination. Neither party will be liable to the other for damages arising solely as a result of terminating these Terms.
 - D. **Deactivation.** CollaboRate may, without notice to You: (1) restrict, deactivate, or terminate Your access to the CollaboRate Platform (or any portion); or (2) terminate or modify the CollaboRate System (or any portion). CollaboRate will not be liable to You or any third party for any termination of or modification to the CollaboRate System regardless of the reason for such termination or modification. If You are dissatisfied with any termination or modification of the CollaboRate System, Your only remedy is to stop using the CollaboRate System.
12. **Representations and Warranties; Disclaimer.**
- A. **Representations and Warranties.** You represent and warrant that: (1) these Terms constitute a binding agreement enforceable against You, or an Organization, as applicable; (2) no authorization or approval from any third party is required in connection with Your acceptance or performance of these Terms; (3) Your acceptance or performance of these Terms do not violate the terms of any other agreement to which You are a party or by which You are otherwise bound; (4) the User Data, and use of User Data as contemplated by these Terms, and Your use of the CollaboRate System, does not and will not infringe, misappropriate, dilute, or otherwise violate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right, or violate any applicable laws; (5) User Data does not contain any viruses, adware, spyware, worms, or other harmful or malicious code; (6) unless You have received prior written authorization, User Data does not contain any confidential information of any third party; and (7) You will use the CollaboRate System, and Work Product, as applicable, in compliance with these Terms and applicable laws.
 - B. **DISCLAIMER.** COLLABORATE MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE COLLABORATE IP, USAGE DATA, PROFESSIONAL SERVICES, COMMUNICATION SERVICES, COMMUNITY RESOURCES OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED AND STATUTORY WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, MERCHANTABILITY, SATISFACTORY QUALITY, ACCURACY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. THE COLLABORATE IP, COMMUNICATION SERVICES, AND COMMUNITY RESOURCES ARE PROVIDED "AS IS." COLLABORATE DOES NOT WARRANT THAT THE COLLABORATE IP, COMMUNICATION SERVICES, OR COMMUNITY RESOURCES WILL SATISFY YOUR REQUIREMENTS, ARE WITHOUT DEFECT OR ERROR, OR THAT THE OPERATION OF THE COLLABORATE PLATFORM WILL BE UNINTERRUPTED. YOU ACKNOWLEDGE THAT THE LOCATION DATA PROVIDED IN THE COLLABORATE SYSTEM MAY NOT BE PRECISE AND COLLABORATE DOES NOT WARRANT THE ACCURACY OF

LOCATION DATA INCLUDING TERRITORY BOUNDARIES OR GEOCODING INFORMATION, OR ANY ESTIMATIONS PROVIDED IN THE COLLABORATE SYSTEM, INCLUDING DISTANCE/TIME ESTIMATIONS OR RECOMMENDED ROUTES. INFORMATION FROM THE COLLABORATE SYSTEM MAY DIFFER FROM REAL-LIFE CONDITIONS. YOU MUST EXERCISE INDEPENDENT JUDGMENT WHEN USING THE COLLABORATE SYSTEM TO ENSURE THAT THE USE OF COLLABORATE SYSTEM IS SAFE FOR THIRD PARTIES. YOU ACKNOWLEDGE THAT CALCULATION ERRORS MAY OCCUR WHEN USING, UPLOADING OR MODIFYING, AS APPLICABLE, NAVIGATION SYSTEMS SUCH AS THOSE CAUSED BY LOCAL ENVIRONMENTAL CONDITIONS AND/OR INCOMPLETE OR INCORRECT DATA. COLLABORATE MAKES NO REPRESENTATION THAT THE COLLABORATE SYSTEM IS APPROPRIATE OR AVAILABLE FOR USE OUTSIDE OF THE UNITED STATES. FURTHER, COLLABORATE MAY ALLOW YOU TO ELECTRONICALLY CONTRACT WITH YOUR CUSTOMERS, PARTNERS, AND/OR OTHER THIRD PARTIES, AND IN CONNECTION WITH SUCH OFFERING, COLLABORATE DISCLAIMS ALL LIABILITY AND IS NOT RESPONSIBLE FOR ANY TRANSACTIONS BETWEEN YOU AND YOUR CUSTOMERS, PARTNERS, AND/OR OTHER THIRD PARTIES, INCLUDING WITH RESPECT TO ANY DISPUTES BETWEEN YOU AND YOUR CUSTOMERS, PARTNERS, AND/OR OTHER THIRD PARTIES OR THE ENFORCEABILITY OF THE TRANSACTIONS THEMSELVES. Some jurisdictions do not allow the exclusion or limitation of warranties, so the above limitation or exclusion may not apply to You.

13. **Indemnification.**

- A. **Defense.** At CollaboRate's option and request, You will defend CollaboRate, FreightValidate its affiliates, and their respective directors, officers, employees, agents, and contractors (the "**CollaboRate Parties**") from any actual or threatened third-party claim, proceeding, or suit arising out of or based on: (1) Your breach of any representation, warranty, or covenant in these Terms; (2) Your violation of applicable law or any third-party intellectual property, proprietary, or privacy right; (3) any dispute between You and any other User or any third party; or (4) Your use of the CollaboRate System in a manner not authorized under these Terms (each, a "**Claim**"). If CollaboRate requests You to defend a CollaboRate Party from any Claim, CollaboRate will: (a) give You prompt written notice of the Claim; (b) grant You full and complete control over the defense and settlement of the Claim; (c) provide assistance in connection with the defense and settlement of the Claim as You may reasonably request; and (d) comply with any settlement or court order made in connection with the Claim. Notwithstanding the previous sentence, You may not enter into any settlement that involves an admission of guilt or liability of a CollaboRate Party without CollaboRate's prior written consent. CollaboRate may participate in the defense of a Claim at its own expense and with counsel of its own choosing.
- B. **Indemnification.** You will indemnify the CollaboRate Parties from and pay: (1) all damages, costs, and attorneys' fees finally awarded against a CollaboRate Party in any Claim; (2) all out-of-pocket costs (including attorneys' fees) reasonably incurred by a CollaboRate Party in connection with the defense of a Claim; and (3) all amounts that You agree to pay to any third party to settle any Claim.

14. **Limitation of Liability.**

- A. **EXCLUSION OF DAMAGES.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER COLLABORATE NOR ANY COLLABORATE PARTY WILL BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THESE TERMS OR YOUR USE OF THE COLLABORATE SYSTEM OR PROFESSIONAL SERVICES, INCLUDING LOST PROFITS, LOSS OF BUSINESS, OR LOSS OF DATA, EVEN IF COLLABORATE IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. COLLABORATE SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY, OR LOSSES ARISING OUT OF YOUR RECEIPT OR PROVISION OF COMMUNITY RESOURCES, OR ANY THIRD-PARTY SERVICES.
 - B. **DAMAGES CAP.** COLLABORATE'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THESE TERMS OR YOUR USE OF THE COLLABORATE PLATFORM OR PROFESSIONAL SERVICES (INCLUDING WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, WILL NOT EXCEED THE GREATER OF: (1) THE AMOUNT OF FEES PAID BY YOU TO COLLABORATE DURING THE SIX MONTHS IMMEDIATELY PRECEDING THE CLAIM (DETERMINED AS OF THE DATE OF ANY FINAL JUDGMENT IN AN ACTION); OR (2) \$100.
15. **New Jersey Notice.** IF YOU ARE A RESIDENT OF NEW JERSEY, SECTIONS 12.B (DISCLAIMER) AND 14 (LIMITATION OF LIABILITY) ARE INTENDED TO BE ONLY AS BROAD AS IS PERMITTED UNDER THE LAWS OF THE STATE OF NEW JERSEY. IF ANY PORTION OF THESE SECTIONS IS HELD TO BE INVALID UNDER THE LAWS OF THE STATE OF NEW JERSEY, THE INVALIDITY OF SUCH PORTION SHALL NOT AFFECT THE VALIDITY OF THE REMAINING PORTIONS OF THE APPLICABLE SECTIONS.
16. **Release.** If You have a dispute with one or more Users, You release us (and our affiliates and subsidiaries, and our and their respective officers, directors, employees, and agents) from all claims, demands, and damages (actual and consequential) of every kind, known and unknown, arising out of or in any way connected with such disputes. **You expressly waive any protections (whether statutory or otherwise) that would otherwise limit the coverage of this release to include only those claims which You may know or suspect to exist in Your favor at the time of agreeing to this release.**
17. **Arbitration.**
- A. **General.** In the interest of resolving disputes between You and CollaboRate in the most expedient and cost-effective manner, You and CollaboRate agree that any dispute arising out of or related to these Terms or Your use of the CollaboRate System will be resolved by binding arbitration and not in a class, representative or consolidated action or proceeding. Arbitration uses a neutral arbitrator instead of a judge or jury and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. This agreement to arbitrate disputes includes all claims arising out of or in any way related to these Terms or Your use of the CollaboRate System, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the expiration or termination of these Terms. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND COLLABORATE ARE EACH

WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS OR COLLECTIVE ACTION. YOU FURTHER UNDERSTAND THAT THIS SECTION 17 WILL APPLY TO YOU AND COLLABORATE UNLESS YOU CHOOSE TO OPT OUT PURSUANT TO SECTION 17.K (OPT OUT).

Whether to agree to arbitration is an important decision. It is Your decision to make, and You should not rely solely on the information provided in these Terms, as they are not intended to contain a complete explanation of the consequences of arbitration. You should take further steps to conduct research and to consult with others, including an attorney, regarding the consequences of Your decision, just as You would when making any other important business or life decision.

- B. **Exceptions.** Despite the provisions of Section 17.A (General), nothing in these Terms will be deemed to waive, preclude, or otherwise limit the right of either party to: (1) bring an individual action in small claims court; (2) bring an action in a court pursuant to the California Private Attorneys General Act of 2004, California Labor Code § 2698 et seq.; (3) seek injunctive or other equitable relief from a court to prevent (or enjoin) the infringement or misappropriation of such party's intellectual property rights; and (4) to litigate in a court of law claims that Customer owes CollaboRate the Fees.
- C. **Arbitrator.** Any arbitration between You and CollaboRate will be governed by the U.S. Federal Arbitration Act, and governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "**AAA Rules**") of the American Arbitration Association ("**AAA**"), as modified by these Terms, and will be administered by the AAA. The AAA Rules and filing forms are available online at adr.org, by calling the AAA at 1-800-778-7879, or by contacting CollaboRate. The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement.
- D. **Notice; Process.** A party who intends to seek arbitration must first send a written notice of the dispute to the other party within the applicable statute of limitations period ("**Notice**"). CollaboRate's Contact Us form for Notice can be found at <https://www.freightvalidate.com/contact>. The Notice must: (1) describe the nature and basis of the claim or dispute; (2) set forth the specific relief sought; and (3) if You are sending the Notice to CollaboRate, FreightValidate include Your name and address ("**Demand**"). The parties will make good faith efforts to resolve the claim directly, but if the parties do not reach an agreement to do so within 45 days after the Notice is received, You or CollaboRate may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by You or CollaboRate must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any.
- E. **Fees; Location; Language.** If You are an individual person, the arbitrator shall apply the AAA Consumer Arbitration Rules. If You are not an individual person, but are an entity or company, the arbitrator shall apply the AAA Commercial Arbitration Rules. If You are an individual person and bring a claim solely for monetary relief of \$10,000 or less: CollaboRate will

agree to pay for any filing, administrative, or hearing fees charged by the AAA. If You are an individual person and bring a claim for monetary relief exceeding \$10,000, the AAA Consumer Arbitration Rules will govern payment of administrative or hearing fees charged by the AAA, including limiting Your filing fee to \$200. In addition, fee waivers or other forms of cost relief at the arbitrator's discretion may be available. If You are not an individual person, the AAA Commercial Arbitration Rules will govern payment of administrative or hearing fees charged by the AAA. Any arbitration hearing will take place at a location to be agreed upon in Salt Lake City, Utah. If the arbitrator finds that either the substance of Your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. In that case, You agree to reimburse CollaboRate for all monies previously disbursed by it that are otherwise Your obligation to pay under the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits. The language of the arbitration shall be English, unless You do not speak English, in which case the arbitration shall be conducted in both English and Your native language.

- F. **Confidentiality.** The parties agree to keep confidential the existence of the arbitration, the arbitral proceedings, the submissions made by the parties, and the decisions made by the arbitrator, including its awards, except as required by applicable law and to the extent not already in the public domain.
- G. **Injunctive and Declaratory Relief.** Except as provided in Section 17(B) above, the arbitrator shall determine all issues of liability on the merits of any claim asserted by either party and may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. To the extent that You or CollaboRate prevail on a claim and seek public injunctive relief (that is, injunctive relief that has the primary purpose and effect of prohibiting unlawful acts that threaten future injury to the public), the entitlement to and extent of such relief must be litigated in a civil court of competent jurisdiction and not in arbitration. The parties agree that litigation of any issues of public injunctive relief shall be stayed pending the outcome of the merits of any individual claims in arbitration.
- H. **No Class Actions.** YOU AND COLLABORATE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING (OTHER THAN ACTIONS UNDER THE CALIFORNIA PRIVATE ATTORNEYS GENERAL ACT OF 2004, CALIFORNIA LABOR CODE § 2698 ET SEQ., WHICH ARE NOT COVERED BY THIS SECTION 17 (ARBITRATION)). Unless both You and CollaboRate agree otherwise, the arbitrator may not consolidate more than

one person's claims and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this Dispute Resolution section shall be null and void.

- I. **Modifications to this Arbitration Provision.** If CollaboRate makes any future change to this arbitration provision, other than a change to CollaboRate's address for Notice, You may reject the change by sending a written notice to CollaboRate's address for Notice within 30 days of the change, in which case this arbitration provision, as in effect immediately prior to the changes You rejected, will continue to govern any disputes between You and CollaboRate. If You do not send such written notice, Your continued use of the CollaboRate Platform following any such change means that You have consented to such change.
 - J. **Enforceability.** If Section 17.H (No Class Actions) is found to be unenforceable or if the entirety of this Section 17 (Arbitration) is found to be unenforceable, then the entirety of this Section 17 will be null and void and the exclusive jurisdiction and venue described in Section 21.B (Governing Law) will govern any action arising out of or related to these Terms or Your use of the CollaboRate System.
 - K. **Opt Out.** Arbitration is not a mandatory condition of these Terms. If You do not want to be subject to this Section 17 (Arbitration), You may opt out by notifying CollaboRate in writing of Your decision by sending, within 30 days after the effective date of these Terms, a request using our Contact Us form found at <https://www.freightvalidate.com/contact>, stating clearly Your full name, address, and intent to opt out of this Section 17. Should You choose not to opt out within the 30-day period, You and CollaboRate will be bound by the terms of this Section 17. You have the right to consult with counsel of Your choice concerning regarding Your right to opt out of this Section 17, and You understand that You will not be subject to retaliation if You exercise Your right to opt out.
18. **Cooperation with Authorities.** CollaboRate may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Except as may be expressly limited by the Privacy Notice, CollaboRate may disclose any information as CollaboRate deems necessary to satisfy any applicable law, regulation, legal process, or governmental request, or to edit, refuse to post, or to remove any information or materials, in whole or in part, in CollaboRate's sole discretion.
 19. **Protected Activity Not Prohibited.** Nothing in these Terms limit or prohibit You from filing a charge or complaint with, or otherwise communicating or cooperating with or participating in, any investigation or proceeding that may be conducted by any international, federal, state, provincial, or local government agency or commission ("**Protected Activity**"). In connection with such Protected Activity, You are permitted to disclose documents or other information as permitted by law, and without giving notice to, or receiving authorization from, CollaboRate. In making any such disclosures or communications, You agree to take all reasonable precautions to prevent any unauthorized use or disclosure of any information that may constitute CollaboRate confidential information to any parties other than the applicable government agencies.
 20. **Compliance with Applicable Law.** You will comply with all applicable international, federal, state, provincial, and local laws, regulations, binding

regulatory guidance, directives, and governmental requirements in connection with exercising its rights or performing its obligations under these Terms.

21. **Miscellaneous.**

- A. **Subcontractors.** CollaboRate may use subcontractors or other third parties to perform its obligations under these Terms, but CollaboRate will remain responsible for all such obligations.
- B. **Governing Law.** These Terms are governed by the laws of the state of Utah without reference to its conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods will not apply to these Terms. Except for claims subject to arbitration as set forth in Section 17 (Arbitration), all claims arising under these Terms that You are not required to arbitrate will be litigated exclusively in the federal or state courts of Salt Lake City, Utah. The parties submit to the jurisdiction of those courts. In any proceeding to enforce rights under these Terms, subject to AAA Arbitration Rules, the prevailing party will be entitled to recover costs and attorneys' fees.
- C. **Injunctive Relief.** If You breach Sections 3 (Accounts; Registration; Restrictions), 6 (Ownership), or 9 (Confidentiality), CollaboRate may suffer irreparable harm, and monetary damages may be inadequate to compensate CollaboRate. Accordingly, CollaboRate may, in addition to any other remedies available, seek injunctive or other equitable relief in response to any such breach.
- D. **Further Assurances.** You agree to execute and deliver any documents or instruments, and take any further actions that are reasonably required, to provide the other party the full benefits and rights described in these Terms.
- E. **Assignment.** You may not assign these Terms or delegate Your performance without CollaboRate's prior written consent, and any attempt to do so is void. CollaboRate may assign or transfer these Terms without Your consent. These Terms are binding upon and inure to the benefit of the parties' permitted successors and assigns.
- F. **Severability.** If any provision of these Terms or portion of a provision is invalid, illegal, or unenforceable, the rest of these Terms will remain in effect.
- G. **No Waiver.** Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under these Terms.
- H. **Entire Agreement.** These Terms and the applicable Order constitute the entire agreement and supersede any other agreement of the parties relating to their subject matter. No usage of trade or other regular practice or method of dealing between the parties will be used to modify, interpret, or supplement these Terms.
- I. **Nature of Rights.** The licenses granted under these Terms are rights in "intellectual property" within the scope of Section 101 (or its successors) of the United States Bankruptcy Code (the "**Code**"). Each party as licensee will have and may fully exercise all rights available to a licensee under the Code, including under Section 365(n) or its successors.
- J. **Relationship.** Your access to and use of the CollaboRate System does not create any direct business relationship between You and CollaboRate. You acknowledge and agree that these Terms are not an employment agreement, nor does it create an employment or contractor relationship,

between You and CollaboRate; and no joint venture, partnership, or agency relationship exists between You and CollaboRate. As a User, YOU ACT EXCLUSIVELY ON YOUR OWN BEHALF OR AN ORGANIZATION'S BEHALF, AS APPLICABLE, AND FOR YOUR OWN BENEFIT, AND NOT ON BEHALF OF OR FOR THE BENEFIT OF COLLABORATE. YOU AGREE NOT TO DO ANYTHING TO CREATE A FALSE IMPRESSION THAT YOU ARE ENDORSED BY, PARTNERING WITH, OR ACTING ON BEHALF OF OR FOR THE BENEFIT OF COLLABORATE

- K. **Publicity.** If You are using or accessing the CollaboRate Platform on behalf of an Organization, You agree that CollaboRate may list such Organization as a customer of CollaboRate and use such Organization's name and logo for marketing or promotional purposes and in other communication with existing or potential CollaboRate customers, resellers, or investors. You represent and warrant that You have sufficient rights and authority to grant the rights granted to CollaboRate in this section.
- L. **No Third-Party Beneficiaries.** Except for the CollaboRate Parties and as described in Sections 13 (Indemnification) and 23(Notice Regarding Apple), there are no third-party beneficiaries of these Terms.
- M. **Notices.** All notices under these Terms must be in writing and will be considered given: (1) upon delivery, if delivered personally or by internationally recognized courier service; (2) three business days after being sent, if delivered by U.S. registered or certified mail (return receipt requested); or (3) upon acknowledgement of receipt, if delivered by email. CollaboRate may update its notice address by updating it through online channels, and You can update Your notice address through Your account, if any, or by notice to CollaboRate in accordance with this Section. Notwithstanding the foregoing, notifications sent via email by CollaboRate to Your email address registered in CollaboRate's records, based on or related to Sections 3.C (Your Responsibilities), 7.D (Restrictions; Data Retention), 6.A (CollaboRate IP), and 11.B (Termination) will be deemed to be delivered on the date sent by email. All notices to CollaboRate will be sent to:

Collaborative Rating Systems, LLC
678 Cotton Ln
Leoma, TN USA

Email: Contact Us Form found at <https://www.freightvalidate.com/contact>

- N. **Force Majeure.** CollaboRate will not be liable for any delay or failure to perform under these Terms as a result of any cause or condition beyond CollaboRate's reasonable control (a "**Force Majeure Event**"), so long as CollaboRate uses reasonable efforts to avoid or remove those causes of delay or non-performance. If a Force Majeure Event causes CollaboRate to delay or fail to perform its obligations under these Terms for 30 consecutive days, either party may terminate these Terms.
- O. **Interpretation.** If CollaboRate provides a translation of the English language version of these Terms, the translation is provided solely for convenience, and the English version will prevail. Any heading, caption, or section title contained in these Terms is for convenience only, and does not

define or explain any provision. Any use of the term “including” or variations thereof should be construed as if followed by the phrase “without limitation.”

22. **NOTICE FOR CALIFORNIA USERS.** Under California Civil Code Section 1789.3, Users located in California are entitled to the following notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 400 R Street, Suite 1080, Sacramento, California 95814, or by telephone at (916) 445-1254 or (800) 952-5210.
23. **Notice Regarding Apple.** This Section 23 only applies to the extent You are using the Apps on an iOS device. You acknowledge that these Terms are between You and CollaboRate only, not with Apple Inc. (“**Apple**”), and Apple is not responsible for the Apps or the content thereof. Apple has no obligation to furnish any maintenance and support services with respect to the Apps. If the Apps fail to conform to any applicable warranty, You may notify Apple and Apple will refund any applicable purchase price for the mobile application to You; and, to the maximum extent permitted by applicable law, Apple has no other warranty obligation with respect to the Apps. Apple is not responsible for addressing any claims by You or any third party relating to the Apps or Your possession and/or use of the Apps, including: (A) product liability claims; (B) any claim that the Apps fail to conform to any applicable legal or regulatory requirement; or (C) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement, and discharge of any third-party claim that the Apps and/or Your possession and use of the Apps infringe a third party’s intellectual property rights. You agree to comply with any applicable third-party terms when using the Apps. Apple and Apple’s subsidiaries are third-party beneficiaries of these Terms, and upon Your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against You as a third-party beneficiary of these Terms. You hereby represent and warrant that: (1) You are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (2) You are not listed on any U.S. Government list of prohibited or restricted parties.
24. **Contact Us.** If You have any questions about these Terms or otherwise need to contact us for any reason, You can reach us by submitting the form on our Contact Us page at <https://www.freightvalidate.com/contact>.