



LANEAXIS PLATFORM USER AGREEMENT

You agree to and understand the following in its entirety:

This Agreement, the [LaneAxis Privacy Policy](#), and all policies posted on our LaneAxis.com domain, sub-domains, other LaneAxis Powered sites, the LaneAxis mobile applications, any available LaneAxis APIs, any specific LaneAxis applications, and all other related services, websites, applications, and tools furnished to you in LaneAxis's online transportation network, describe the terms and conditions with which LaneAxis offers You, a registered user, (also referred to as "you", "your", "user", or "LaneAxis user") may access and use our transportation network services (collectively, "Services"). When You accept the terms and conditions of this Agreement, You hereby agree and acknowledge that at anytime and in our sole discretion, we may modify the terms and conditions of this Agreement. If we make changes to the terms and conditions of this Agreement, we will notify you of such changes, through email and/or by posting the modified Agreement on the LaneAxis website and by updating the "Last Revised Date" at the bottom of this Agreement. All modified terms and conditions shall take effect immediately after posting to the LaneAxis website, or upon the stated date included within our notice. Your continued use of the LaneAxis Services following the effective date of such changes will constitute your acceptance and consent to any and all modified terms. This Agreement may not be modified, amended, and/or changed by You in any manner. Furthermore, You agree that we may modify this Agreement or discontinue our Services at anytime and without notice and without any liability or responsibility to You. LaneAxis reserves the right to amend and customize its terms and conditions for any Shipper as it deems necessary. If a specific Shipper's terms and conditions have been amended, the Carrier will be notified in advance and must accept the amended terms in order to proceed with the shipment.

This Agreement is effective on June 30, 2020 for all users.

The legal entity You are entering into this Agreement with is LaneAxis, Inc., a Delaware Corporation, located at 3200 Park Center Drive, Costa Mesa, CA 92626 ("LaneAxis").

Please note that Section 35 of this User Agreement contains an arbitration clause and class action waiver that governs how claims against LaneAxis can be brought by you as a user. By agreeing to the terms of this User Agreement, you acknowledge and agree to submit all claims you have against LaneAxis through final binding individual arbitration and you waive any right to participate in class actions, class arbitrations, or representative actions.

Payment processing services for Shippers and Service Providers on our Platform are provided by Stripe and are subject to the [Stripe User Agreement and Terms of Service](#). By agreeing to this LaneAxis User Agreement, You agree to be bound by the Stripe



Services Agreement, as the same may be modified by Stripe from time to time. As a condition of LaneAxis enabling payment processing services through Stripe, You agree to provide LaneAxis with accurate and complete information about You and Your business, and you authorize LaneAxis to share it and transaction information related to Your use of the payment processing services provided by Stripe.

LaneAxis does not guarantee any pricing, delivery, logistics, or other terms of business between you and other users of LaneAxis's Services. LaneAxis does not provide any comprehensive guarantees regarding use of its Services, and our Services are not a substitute for thoughtfulness and awareness when engaging in business with other users. We at LaneAxis are not responsible for any losses, damages, or injuries that may result from your choice to engage in, or business you transact with another user of our Services. If you do not agree with the foregoing, please do not use our Services.

1. License and Acceptable Use. The LaneAxis Services contain copyrighted material, inventions, know-how, potential patentable business method material, design logos, phrases, names, logos or applications, and code ("Intellectual Property Content") all of which, unless otherwise indicated and/or provided pursuant to a third party license, are our sole property and we retain all appurtenant rights, interests, and title thereto. We also claim ownership rights under the copyright and trademark laws with regard to the "look", "feel", "appearance", and "graphic function" of our Services including but not limited to its color combinations, sounds, layouts, and designs. You agree and acknowledge that your use of the LaneAxis Services does not confer upon You any license or permission to use our (or any third party's) Intellectual Property Content. You shall not reproduce, reverse engineer modify, display, sell, or distribute the Intellectual Property Content, or use it in any other way for public or commercial purpose. All other trademarks, service marks, and copyrights are held by their rightful owners. LaneAxis grants to you a non-exclusive, non-transferable (except as permitted below), worldwide limited license to make use of the LaneAxis Services. This license does not include any resale of LaneAxis Services, or its contents. You may not collect and/or use any shipment information, descriptions, or prices for any reason. You may not engage in: any derivative use of any LaneAxis Service or its contents; any downloading or copying of account information; or any use of data mining, robots, or similar data gathering and extraction tools. All rights not expressly granted to You in this User Agreement are reserved and retained by LaneAxis or its licensors, suppliers, users, rightsholders, or other content providers. No LaneAxis Service, nor any part of any LaneAxis Service, may be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of LaneAxis. You may not misuse the LaneAxis Services. You may use the LaneAxis Services only as permitted by law.

2. Definitions.

Shipper. A person or company that arranges to have goods shipped on their own behalf by any type of conveyance. The Shipper might be the consignee (recipient of the



shipment) or the consignor (sender of the shipment), or a 3rd party that is neither. On LaneAxis, Shippers may be referred to as the “Shipping Customer” or “Customer” or “Booking Party”.

Carrier. A person or company who provides transportation of goods (or passengers) for compensation (sometimes referred to herein as a service provider).

3. LaneAxis is a Neutral Venue and Digital Clearinghouse. LaneAxis is not a transportation service provider, Carrier or Shipper. Our website acts as a neutral, digital venue where Shippers and Carriers can interact and enter into agreements. LaneAxis is not a party to any shipping agreement made between LaneAxis users via the LaneAxis software platform. As a result, we have no control over the quality, safety, or legal aspects of the transactions that take place on our website. LaneAxis does not prequalify or validate the claims or qualifications of Carriers, including, but not limited to, required pre-shipment documents such as insurance certificates and Commercial Drivers Licenses (CDLs). LaneAxis assumes no responsibility for insufficient, fraudulent or misleading document uploads. LaneAxis does not endorse, recommend, or refer any specific Carrier or Shipper, nor does LaneAxis have any control or influence over actions or decisions made by users of the service. All users of the LaneAxis platform make their own decisions and You acknowledge and agree that we are not in any way arranging transportation or shipping or logistics services on your behalf. Because we are not involved in the actual transaction between Shippers and Carriers, we have no control over the accuracy of listings, the ability of Carriers to transport items, or the ability of Shippers to send items. We cannot ensure the Shipper or Carrier will actually complete a shipment. We cannot and do not guarantee the ability of users to complete or fulfill any services booked through the LaneAxis platform. Furthermore, due to the difficulty of individual authentication, especially on the Internet, we cannot and do not guarantee the verification of any user’s identity. Any identity verification methods we employ are strictly on a best efforts basis and should not be solely relied upon by our users. You acknowledge and agree that any and all communications, correspondence, verbal or written or by electronic means, or any warranties or representations made with regard to the arrangement of transportation services are not provided by us and are specifically and solely between You and the other user.

4. Access to Site and Services. You agree that You can form legally binding contracts under applicable law. Our Services are not available to temporarily or indefinitely suspended LaneAxis users. You acknowledge that You are at least 18 years of age. Minors may only use our Services in conjunction with their parents or guardians. Your LaneAxis account may not be transferred or sold to another party. If You are registering as a business entity, you represent that You have the authority to bind the entity to this agreement. Users who engage in the transportation of goods must have a valid license to operate the vehicle they intend to use. You agree that the LaneAxis Services are for transportation services only and that work that You provide will only involve transportation services. You agree that You will not use your participation in the LaneAxis website as a means to sell or market any types of goods or products, unless specifically allowed by LaneAxis.



5. Shippers. A CARRIER reserves the right to inspect your shipment before accepting it, and to refuse to transport any item prohibited by this Agreement or by law. **IMPORTANT: Shippers must completely remove any and all payment terms and conditions from their individual Shipper contracts prior to uploading them to the LaneAxis platform. Failure to do so may lead to a Shipper's immediate removal and suspension from the LaneAxis Services and platform. Notwithstanding, Shippers' contracts may contain provisions or addendums that may fall outside of the scope of the LaneAxis terms and conditions. It is the Carrier's responsibility to thoroughly examine and understand the Shipper's contract, and once agreed to, abide by its requirements. LaneAxis updates its database of active Carriers monthly based on the latest public data provided by the Department of Transportation (DOT). LaneAxis will suspend non-active DOT Carriers, and remove suspended DOT carriers from its database.**

All load-specific negotiations, including but not limited to accessorial charges, will be reflected in the terms of the rate confirmation and load manifest.

6. Transportation Service Providers. You must legally be able to transport the shipments You engage with through LaneAxis. You agree that it is your sole obligation to comply with all laws, rules, statutes and regulations that may apply including any and all local, state, and federal licensing requirements. Carriers agree that, through the various products and features on LaneAxis, they are solely responsible for all aspects of services, pricing, and terms they offer the Shipper. Rates, services, and terms are solely provided by the Carriers and not by LaneAxis. You understand and acknowledge that all shipment information is provided by other registered users and LaneAxis has no control over or responsibility for the accuracy of this information. You are responsible for reading all of the shipment details and by booking shipments on LaneAxis, you are entering into a legally binding agreement to complete the services as requested by the Shipper.

7. Fees. You are solely responsible for all transactions conducted through your account and for paying all fees incurred by any users of your account as well as all applicable taxes. Some features on LaneAxis require a payment method to be on file with LaneAxis You authorize LaneAxis to charge any applicable fees to the payment method(s) You provide to us. LaneAxis reserves the right to waive or change our fees, penalties, or interest at any time. We may temporarily change or suspend our fees as a promotion and such changes are effective for the promotional period described on the LaneAxis website: <https://laneaxis.com/>.

a) Accounts Fees.

1. Shipper Access Fees. There are no monthly access or subscription fees for Shippers to join the platform and make unlimited Carrier connections.



2. Carrier Access Fees. LaneAxis shall collect a monthly Service Charge fee from the Carrier in the amount of \$25 per month based on monthly plan (see pricing page for discounted subscription plans).

3. Transaction Fees.

Shippers and Carriers shall be charged a “Transaction Fee” for shipments that are booked and completed through the LaneAxis Services in the amount of 2.00% of the total agreed upon and confirmed rate by Carrier and Shipper – such fee shall be split evenly as 1.00% charged to Shipper and 1.00% charged to Carrier. This fee may change from time to time. Once a Shipper and Carrier agree upon a rate and that rate is confirmed by the parties, such funds are processed by Stripe and delivered to the LaneAxis intermediary gateway account (the “Gateway Account”). In the event a Carrier assesses additional charges other than the original booked quote due to changes in the services provided, the fee will be based upon the final assessed shipping price. This fee is non-refundable following rate confirmation by Shipper or driver’s acceptance of the Carrier load.

Once the Shipper and Carrier agree to the rate confirmation, the Shipper will submit the full payment (the “Load Payment”) via the Gateway Account. The Load Payment will be held in the Gateway Account during the duration of the shipment. Once the driver uploads the signed Proof-of-Delivery, the Load Payment to the Carrier will be held for an additional 24 hours to allow for any potential disputes and their resolutions. If there are no disputes, Load Payment less the Transaction Fee, FreightVISION fee and any other applicable fees will be released directly to the Carrier’s bank account on file with LaneAxis. If a dispute arises that extends beyond the 24-hour post-delivery window, the dispute will be moved offline for continued resolution efforts and, if need be, third party mediation. LaneAxis will make commercially reasonable efforts to ensure proper disbursement of funds among Shippers and Carriers; however LaneAxis shall have no liability or be otherwise indebted to the Shipper for any damages, missing items, or other service level issues that occurred during the shipping process.

It is the responsibility of both the Carrier and Shipper to resolve all monetary disputes, damage claims, breach of contract claims, etc. outside of LaneAxis. The Shipper and Carrier acknowledge and agree that LaneAxis shall not have any obligations or liability to the Shipper unless LaneAxis fails to fulfill its explicit obligations hereunder.

4. FreightVISION. LaneAxis has revolutionized virtual freight management through FreightVISION, providing real-time tracking of all freight movements from prior-to-pickup through proof-of-delivery. Upon price confirmation of a load, a \$5 fee shall be charged to Shipper in connection with such tracking services. FreightVISION provides:

- Real-time tracking
- Shareable tracking link



- Edocs
- Load-level, in-app driver messaging
- In-app navigation
- Real-time data reporting

If Carrier creates load in network, Carrier shall be responsible for the \$5 FreightVISION fee and receive all FreightVISION features.

b) Penalty Fees.

1. Carrier Excessive Cancellation Surcharge. See Section 10 for the cancellation policy. Carriers that have excessive cancellations at the time a shipment is booked will have a variable surcharge added to the Carrier Transaction Fee. The Carrier's transaction fee will incur an excessive cancellation surcharge based on the Carrier's previous 12-month cancellation rate on LaneAxis. LaneAxis reserves the right to impose an excessive cancellation fee for cancellation rates above 10%. Shipper reserves the right to cancel and remove relationship with Carrier following such incidents.

2. Shipper TONU Fees. If the rate confirmation has been submitted to the Carrier, and the Shipper subsequently cancels the shipment, Shipper will incur a 25% Truck Order Not Used (TONU) fee per load.

3. Failed ACH Fees. If payment by bank account (ACH) is not received for any reason, a fee of \$50.00 will be debited to your LaneAxis account.

4. Detention Fees. Shippers and Receivers are granted a two-hour window to allow for loading/unloading of Carrier's truck, contingent on the driver arriving on time. Late arrival fees will be assessed to Carrier per the terms of Shipper's contract. Driver's arrival time will be confirmed via time-stamped geofence data correlating to the geocoded address and the agreed upon pickup/delivery appointment times. "Detention Time" begins two hours after scheduled pickup or delivery time upon verification of Driver's on-time arrival. Once Detention Time begins, Shipper will be billed **\$50 per hour** until the truck is loaded/unloaded and Proof-of-Pickup or Proof-of-Delivery has been verified. Shippers are free to request reimbursement of Detention Fees from the receiving party, and may use LaneAxis time-stamped data to support its request; however Shipper remains responsible for payment of all Detention Time fees. Shippers will be exempt from paying Detention Fees if the driver arrives late to pickup or delivery location. Data metrics supporting enforceable performance requirements are part of each shipment's archival history, and the Shipper has the ability to send a tracking link containing such data to the Receiver for verification and/or dispute resolution. LaneAxis will not be directly involved in any disputes/negotiations regarding Detention Fees between Shippers and Receivers.



5. Unpaid Balance Fees.

c) Chargebacks and Reversed Payments: There are situations where a chargeback may be warranted, such as when a user feels that their card or payment method has been charged fraudulently. Prior to any chargeback initiation, LaneAxis must be notified by the card holder so that LaneAxis may investigate the claim to determine if a chargeback is appropriate. A chargeback may not be filed as a replacement, or an addition to, a cancellation of a LaneAxis transaction.

If an unwarranted chargeback of the Shipper's payment is initiated and accepted by the payment processor or other entity, LaneAxis reserves the right to charge the Shipper for any costs associated with the chargeback. If a chargeback is accepted, the Shipper becomes responsible for that invoiceable amount.

Unwarranted chargebacks or payment reversals initiated by LaneAxis users are prohibited and will result in the suspension of your LaneAxis account, and may result in LaneAxis pursuing any and all options at its disposal to collect the withdrawn funds including, but not limited to, sending your unpaid account to a 3rd party collections agency. In the event that shipping services were not performed, all users must abide by the LaneAxis cancellation policy described in Section 10. The LaneAxis cancellation process ensures the integrity of the feedback system and accuracy of any refund.

8. Pricing and Price Changes. LaneAxis does not set or control prices offered by Shippers and Carriers. Quotes and offers Shippers receive from Carriers are required to be all-inclusive based on the information Shippers provide; however, if the actual shipment characteristics are materially different than specified by the Shipper and result in changes such as but not limited to equipment required, space required, accessorial services required, all duties, customs assessments, governmental penalties and fines, taxes, and legal costs allocable to shipments, then Carriers may invoice a different amount than the original quote, and the Booking Party shall be responsible for all additional costs incurred. The 2% payment Transaction Fee will be based on the final agreed rate confirmation.

Transit time will not affect the final invoice price unless specifically stated in the Carrier's rules tariff. Transit times are not guaranteed by LaneAxis. If the dimensions and/or weight of the shipment vary from the original quote, the Carrier may charge additional amounts above the quoted price and the Booking Party shall be responsible for all additional costs incurred. Carriers may require the use of additional equipment and/or services to complete delivery of a shipment. In such cases, the Carrier may invoice the Shipper to reflect the additional transportation costs and the Booking Party shall be responsible for payment of all additional charges. Shippers will be notified of any price changes or new fees that are requested through LaneAxis and LaneAxis will charge the Shipper's payment method on file within 48 hours. In the event that a shipment is re-rated and the resulting amount due is less than the amount initially quoted and paid through LaneAxis Payments, a LaneAxis account credit equal to the difference between



the amount initially paid and the adjusted invoice amount will be applied to the Shipper's LaneAxis account. Credits may be applied toward booking any other shipment within one year of the date of issuance, otherwise they will expire. Shippers should contact Member Support regarding refund requests, questions or concerns about their LaneAxis account credits.

9. Authorization to Credit and Debit Accounts. As a Shipper or Carrier, You irrevocably and expressly authorize LaneAxis to credit any monies to the account that You have identified for LaneAxis. Carriers who subscribe to a month-to-month subscription plan agree to maintain a valid credit card on file to engage with LaneAxis Services. Carriers selecting the 6 or 12 month subscription plans are required to “pre-pay” those plans in full. All subscription plans are set to auto-renew at their conclusion, unless previously cancelled, with the renewal fee charged to the credit card on file. Further, Carrier agrees to maintain a valid bank account with ACH access to accept Shipper payments.

Shippers are encouraged, though not required, to have a valid credit card and/or bank account on file at all times. Shippers have the option of pre-purchasing discounted “FreightVISION” shipment credits in bulk, but can also “pay per shipment” on an as-needed basis. In all cases, a Shipper's payment must be cleared and confirmed before any shipment can commence. You agree that it is your responsibility to maintain a valid credit card or bank account on file with us while engaging in activity with the LaneAxis Services. You agree that if You do not maintain a valid credit card or bank account on file with us during any billing attempt, You may be subject to interest and penalties. You expressly authorize LaneAxis to withhold any monies and/or debit any monies from any account that You have identified to LaneAxis for any chargebacks, fees, costs, deductions, adjustments, and any other amounts owed to LaneAxis. We reserve our rights to all actions and remedies in connection with any monies owed to LaneAxis.

10. Cancellations. A cancellation may be requested by either party after a shipment is booked on LaneAxis *but* before any services are performed. Cancellations should only be requested after reasonable attempts have been made to reach an agreeable solution and it is certain that the services that were booked on LaneAxis will not be performed. When You request a cancellation, the other party will be notified and will have the opportunity to respond by either:

- accepting the cancellation and your reason;
- accepting the cancellation but providing their own reason and/or comments; or
- disputing the cancellation and requesting review by LaneAxis staff.

If your request for cancellation is accepted by the other party, the match will be canceled and the shipment can either be relisted or deleted. If your cancellation request is disputed by the other member, then the request will be sent to LaneAxis and a



determination will be made on allowing or not allowing the cancellation. If the other party does not respond, the cancellation and reason will be automatically accepted.

12. Mobile Application Usage. When using the Services on a mobile device and/or the LaneAxis mobile application, you shall: (i) observe all traffic laws and otherwise drive safely; (ii) use your good personal judgment while driving, (iii) not interact with the app, unless your vehicle is stationary and legally parked; (iv) not use the Services for any illegal, unauthorized, unintended, unsafe, hazardous, or unlawful purposes.

LaneAxis does not warrant that the mobile application will be compatible or interoperable with your mobile device or any other piece of hardware, software, or equipment. Furthermore, you acknowledge that compatibility and interpretability problems can cause the performance of your mobile device to diminish or fail completely, and may result in permanent damage to your mobile device, and corruption of the software of and files located on your mobile device, and LaneAxis shall have no liability should these problems arise. You assume all responsibility and risk for the use of the LaneAxis Services and mobile applications.

You may only access the Service using authorized means. It is your responsibility to check to ensure you download the correct application for your device. LaneAxis is not liable if you do not have a compatible mobile device or if you download the wrong version of the application for your mobile device. LaneAxis reserves the right to terminate the Service and the use of the application should you be using the Service or application with an incompatible or unauthorized device. You will comply with all applicable law from your home nation, the country, state, and/or city in which you are present while using the application or Service.

13. Reserved.

14. Carrier Cargo Claims and Carrier Limitations of Liability. As a neutral venue, LaneAxis does not set terms specific to Carrier cargo liability. Except where otherwise provided by the Carrier via the LaneAxis platform, the Carrier liability for any cargo damage, loss, or theft from any cause shall be determined under the presiding, applicable law. All cargo claims should be submitted immediately by the Shipper to the selected Carrier to help ensure timely resolution, and LaneAxis shall have no liability or responsibility for same. The Shipper may not offset freight or other charges against claims for any loss, damage, misdelivery, or non-delivery. Where provided by the Carrier through LaneAxis, the liability for cargo loss offered will be determined by the individual Carrier's governing General Rules Tariff or terms and conditions in effect at the time of shipment. If a shipment contains freight with a predetermined exception value, as determined by the selected Carrier, the maximum exception liability will override the otherwise standard liability for cargo loss. The maximum amount that a Shipper may recover on a cargo claim will be that which is recoverable under the Carrier's published liability limits and/or tariffs. The Shipper agrees that by booking a shipment on LaneAxis they have been afforded a choice of reasonable liability rates for



the protection of all freight shipped, and has voluntarily chosen the released rates and limits published by Carriers through the platform.

15. Reserved.

16. Information You Submit. You solely are responsible for any information You provide to us or other users in the registration, shipping, transportation process, or any other use of our Services. Your personal information and any shipment listings must be true, legal, accurate, and non-fraudulent. You authorize LaneAxis to use the information You supply to us in connection with our Services and in accordance with this Agreement. You acknowledge and agree that our Services act as a passive conduit for any and all communication and/or distribution of information. We have no control, editorial or otherwise, over any communication, information, and specifically, over the content of such communication or information. We do not and will not ensure the accuracy or reliability of such communication or information nor will we act as a monitor over the content of such communication for information. However, we do reserve the absolute right to remove or restrict any communication or information that You may post to the LaneAxis Services that is in violation of this Agreement, illegal, threatening, or lewd. You assume legal responsibility for all damages incurred as a result of any of your online communication or distribution of information.

Furthermore, You expressly represent and warrant the following: (1) You are the owner, with all appurtenant rights thereto, of any and all communication, content and/or information that You post on the LaneAxis Services, or; (2) You are the legitimate and rightful grantee of a worldwide, royalty free, perpetual, irrevocable, sub-licensable, non-exclusive license to use, distribute, reproduce and distribute such communication, content and/or information. To only that extent to allow us to use your communication, content and/or information and not violate your rights in the same, You grant to us a royalty free, transferable, worldwide, perpetual, irrevocable, sub-licensable, non-exclusive license to exercise the copyright, publicity and database rights that You have in your communication, content and/or information. You further represent and warrant that any and all of your online communication, content and/or information:

- Will not violate any international, federal or state law, regulation, rule, or statute;
- Will not violate the terms of this Agreement;
- Will not infringe upon any third party's intellectual property rights including but not limited to copyright, patent, or trademark rights;
- Will not contain obscene, lewd, or suggestive content and under no circumstances will it contain pornography;
- Will not be libelous, threatening, harassing, or defamatory. This specifically includes making legal claims of any sort about LaneAxis employees, agents, other users, or any of the LaneAxis Services;
- Will not knowingly contain any computer hardware or software, viruses, trojan horses, worms, or any other computer programming that may interfere with the operation of our



Services, operation of any of our systems, and/or create or impose a large burden or load on our Services;

- Will not scan or test the vulnerability or security of our Services or the system within which our Services operate;
- Will not be used for commercial or public purposes outside of the requirements of this Agreement;
- Will not knowingly create liability for LaneAxis through your use of LaneAxis's Services;
- Will not frame or link to our Services without our written permission; and
- Will not knowingly involve the upload, or insertion of, any programming language or code into or onto our Services.

a) LaneAxis User Moderation. The LaneAxis Services are self-policed by LaneAxis users via a flagging system that is used to communicate the policies of the LaneAxis User Agreement. A registered user who receives a red flag on three separate occasions is subject to suspension of their account. LaneAxis reserves the right to edit, amend, or delete any information posted on the LaneAxis Services if, in the sole opinion of LaneAxis, that it is in violation of any company or platform policy.

b) Information Posted Publicly. Unless otherwise indicated, shipping transaction activity on LaneAxis is intended to be made public, and You are authorizing LaneAxis to use or repurpose this information within the scope of the LaneAxis Services and this Agreement, including in a user identifiable manner. In order to maintain the safety, security and integrity of the LaneAxis Service, You may not provide contact information to other users prior to booking and never on any public area of the site.

c) Information Posted Privately. For any information You provide that is expressly not intended to be made public, You grant LaneAxis a right to use the information in aggregate or in a non-user identifiable manner pursuant to our [Privacy Policy](#).

d) Some portions of the LaneAxis platform implement Mapbox mapping services, including Mapbox API(s). Your use of Mapbox is subject to [Mapbox's Terms of Service](#).

17. Prohibited Activities. LaneAxis may suspend or remove your account if we suspect that You have engaged in prohibited activities in connection with our Services. LaneAxis reserves the right, but is not obligated, to edit, amend, or delete any prohibited or malicious content that users submit on our Services. Users may not manipulate or attempt to manipulate other user's LaneAxis accounts. Other prohibited activities include but are not limited to:

- Requesting payment from another LaneAxis user via instant cash transfer services (non-bank, point-to-point cash transfer services such as Western Union, Venmo or Moneygram);
- Improperly influencing in any manner, or cause another to, improperly influence or manipulate in any manner the feedback of the user;
- Posting and/or copying and pasting the content of a user feedback review from the LaneAxis Services to your own personal or business website, to any other third party



website and/or on any of your own personal, business, or third party marketing/advertising materials regardless of the form;

- Posting or attempting to post, in any manner or by any means, a feedback review on your own account;
- Asking Shippers to pay off-site through another form of payment when they have already paid through LaneAxis Payments.
- Changing, or in any way attempting to collect from users, as an additional charge to the total amount agreed upon for the services, the LaneAxis Transaction Fee, or;
- Charging users a higher price (including taxes, service charges, or any other fees) than that which was agreed upon on LaneAxis (provided that the shipment was as described on LaneAxis). The booked shipment price must include ANY and ALL charges, including any taxes, fees, etc.;
- Representing or communicating to users that You are to collect the LaneAxis Transaction Fee;
- Causing another person or entity to engage in any conduct, act or behavior intended or designed to circumvent or avoid, in any manner, our right to the LaneAxis Transaction Fee;
- Entering into any transaction, letter of intent, or memorandum of understanding, written or verbal, formal or informal agreement, with a user, that circumvents or avoids our right to a Transaction Fee;
- Communicating or corresponding, whether by written, verbal, or electronic means, with a user, for the purpose of entering into an agreement or transaction that circumvents or avoids our right to a Transaction Fee;
- Entering personal contact information, such as but not limited to: website addresses, fax numbers, phone numbers, or email addresses;
- Using personal contact information, such as but not limited to: website addresses, fax numbers, phone numbers, or email addresses, obtained through the LaneAxis site to offer to deliver a listed shipment off-site or to offer a shipment for delivery off-site.
- Using the LaneAxis name on your own personal and/or business website in any manner, including in the URL
- Attempting to redirect website traffic from the LaneAxis platform to your own personal and/or business website in any manner.

18. Right to Suspend or Remove Users. We reserve the absolute right to reject or suspend your participation, or remove You from your current participation, with the LaneAxis Services at any time and for any reason or for no reason and without notice to You. We are not liable for any damage or loss resulting from such hold, suspension, or removal. An event that may result in the suspension or removal of your participation can include but is not limited to: flagging; abusive or hostile behavior; unresolved customer disputes; multiple accounts or relation to other accounts; committing fraud or violating this User Agreement; and, poor performance on the site (high cancellations or negative feedback, etc.). LaneAxis has no obligation to disclose the reason for actions taken under this section. All decisions are final.

19. Reserved.



20. Dispute Resolution. Disputes between You and LaneAxis regarding our Services should be reported to LaneAxis Member Support and are otherwise governed by Section 35 of this User Agreement. In the event that you have a dispute with another user, we will attempt to resolve any disputes through a customer service protocol. Because we are a neutral venue, however, we are not responsible for successfully resolving any disputes, nor are we responsible for any decisions made or actions taken in a reasonable effort to assist in the resolution of a dispute involving you. If You report a dispute to LaneAxis, we will make reasonable efforts to help both parties communicate; however, all disputes must be resolved directly between You and the other party. Therefore, if we are contacted by a user who claims to have a dispute with You regarding transactions completed on LaneAxis and they request your contact information (including but not limited to any of your provided phone numbers and/or addresses) to settle the dispute, You expressly authorize us to release your provided contact information to the LaneAxis user and You agree to release us from any and all liability associated therewith. We encourage You to report all user-to-user disputes to law enforcement officials, or a certified mediation or arbitration entity. When appropriate, we also encourage you to report disputes involving fraud, theft, or other criminal activity to the appropriate law enforcement agencies.

21. Prohibited and Restricted Items. You may not list any shipment on our site that violates any applicable law, statute, ordinance, regulation, or includes prohibited items. Prohibited items are hazardous or dangerous goods that may pose a danger to health, safety, or property while being transported (such as explosives, radioactive materials, flammable gases and solids, and toxic substances). Hazardous goods that cannot be shipped through the mail or commercial Carrier are not allowed on LaneAxis. The few hazardous materials that lawfully may be transported under certain conditions (if they are properly packaged and labeled) may be listed on LaneAxis - provided that the listing contains a clear notice of the hazardous nature of the material and a description of the planned method of shipping that complies with the law. For details on particular hazardous substances and transportation requirements in the US, see the [U.S. Postal Service Publication 52](#). For details on particular hazardous substances and transportation requirements outside of the U.S., please consult your local postal authority and/or regulatory agency. Restricted Items: Prohibited regulated or perishable goods. These are items considered restricted or perishable by the U.S. Postal Service which generally do not pose a danger to health, safety, or property while being transported, but their transport is regulated or banned for public policy reasons. Generally, restricted or perishable items that can lawfully be transported by mail or commercial Carrier are permitted on LaneAxis (see [U.S. Postal Service Publication 52](#) for additional details). Full responsibility rests with the consigner to comply with all postal and non-postal laws and regulations that relate to the mailing of hazardous, restricted, and perishable material. Anyone who sends, or causes to be sent, a non-mailable or improperly packaged hazardous material can be subject to legal penalties (i.e., fines and/or imprisonment), including but not limited to those specified in 18 U.S.C.

22. (U.S. Only) Household Goods Shipments. The Federal Motor Carrier Safety Administration (FMCSA), part of the U.S. Department of Transportation, administers



laws and regulations for the protection of Shippers of household goods. Your Carrier is required by the FMCSA to provide You with certain information pertaining to a household goods move. You can determine the FMCSA registration and safety status of your CARRIER at www.fmcsa.dot.gov and review the FMCSA regulations for household goods moves as well as other helpful information at ProtectYourMove.gov.

23. (U.S. Only) Non-household Goods Shipments. The Federal Motor Carrier Safety Administration, part of the U.S. Department of Transportation, requires that all Carriers handling interstate shipments register with it and provide certain information. You can determine the registration and safety statutes of your Carrier at www.fmcsa.dot.gov. Certain transportation services may involve movements only within one state. A number of states have statutes and regulations pertaining to such intrastate transportation. We suggest You check with your state Department of Transportation if your service is entirely within one state.

24. No Agency. You hereby agree and acknowledge that your execution of this Agreement, your provision of services and/or your use of the LaneAxis Services, does not confer or imply any contractor (independent or otherwise), agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship with us and furthermore that no affiliation, association or connection exists between You and LaneAxis.

25. Release. Should you have a dispute with one or more LaneAxis users, You release LaneAxis, Inc., its officers, directors, agents, advisors, attorneys, accountants, and employees from all claims, demands, and damages (actual and consequential) of any kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes and/or this User Agreement.

26. Confidentiality/Non-Disclosure. As a result of the performance of this Agreement and whether due to any intentional or negligent act or omission, we may disclose to You or You may otherwise learn of or discover, our documents, business practices, object code, source code, management styles, day-to-day business operations, capabilities, systems, current and future strategies, marketing information, financial information, software, technologies, processes, procedures, methods and applications, or other aspects of our business ("Our Information"). You hereby agree and acknowledge that any and all of Our Information is confidential and shall be our sole and exclusive intellectual property and proprietary information. You agree to use Our Information only for the specific purposes as allowed by the performance of this Agreement. Any disclosure of Our Information to a third party specifically including a direct competitor is strictly prohibited. All obligations contained in this Section 26 shall survive the termination of this Agreement. Furthermore, You acknowledge that our information is proprietary, confidential, and extremely valuable to us, and that we would be materially damaged by your disclosure of Our Information. You acknowledge and agree that monetary damages provide an insufficient remedy for the breach of this confidentiality



obligation, and that we shall be entitled to injunctive relief in addition to recovery for damages.

27. Taxes. You are solely responsible for any and all taxes, levies, charges, and fees incurred or that may be payable to any taxing authority in connection with the transactions hereunder, other than any income tax incurred by LaneAxis.

28. Record Keeping/Audit. LaneAxis reserves the right to keep all records of any and all transactions and communications between You and other users for administration purposes in accordance with all applicable laws and regulations. All records will be kept in accordance with applicable privacy laws and regulations.

29. Non-solicitation. During the term of this Agreement You shall not solicit to hire nor hire our employees of whom You become aware of through the performance of this Agreement. Furthermore, You shall not otherwise interfere with any of LaneAxis's other business relationships including but not limited to those with other LaneAxis users, vendors, or business associates. Specifically, You shall not knowingly, directly or indirectly, solicit or attempt to solicit, divert, and/or send marketing content to any LaneAxis user in which you initially met through LaneAxis.

30. Unsolicited Idea Submission. We always want to receive messages and feedback from LaneAxis users and welcome any comments regarding the LaneAxis marketplace. However, LaneAxis policy does not allow us to accept or consider ideas, suggestions, or proposals other than those we specifically request. The intent of this policy is to avoid the possibility of future misunderstandings when new functionality and features developed internally by LaneAxis might be similar or even identical to your idea.

If You do send LaneAxis an unsolicited suggestion, idea, or proposal, or if You send, at the request of LaneAxis, a comment or suggestion to improve the LaneAxis marketplace (for example, through discussion boards or via email) (collectively, the "Submission"), LaneAxis will consider the Submission to be non-confidential and non-proprietary. LaneAxis shall have no obligations concerning the Submission, contractual or otherwise (including but not limited to an obligation to keep the Submission confidential), and shall not be liable for any use or disclosure of any Submission. LaneAxis shall be entitled to unrestricted use of the Submissions for any purpose whatsoever, commercial or otherwise, without compensation to you.

31. Remedies. If You use our Services in violation of this agreement include, we are authorized to take action against you as a user and/or take action against your LaneAxis account which may include, but is not limited to, the immediate removal of your shipment(s), offers, bids and/or profile, notifying our users of your actions, issuing a warning, temporarily suspending your user status, terminating your user status, and/or refusing to provide our Services to You in the future.



32. Limited Liability and No Warranty. You acknowledge that we cannot guarantee the continuous operation of or access to our sites, Services, or tools including those of 3rd party solution providers. You further acknowledge that operation of and access to our sites, Services, or tools including those of 3rd party solution providers may be interfered with as a result of technical issues or numerous factors outside of our control. You agree that LaneAxis is not responsible for any failures, delays, outages, or otherwise not making the Services available at any time. You agree that You are making use of our sites, Services, and tools including those of 3rd party solution providers at your own risk, and that they are being provided to You on an "AS IS" and "AS AVAILABLE" basis. Accordingly, to the extent permitted by applicable law, we exclude all express or implied warranties, terms and conditions including, but not limited to, implied warranties of merchantability, warranties of title, and fitness for a particular purpose.

In addition, to the extent permitted by applicable law, we are not liable, and You agree not to hold LaneAxis responsible, for any damages or losses resulting in any way from the foregoing in this section 32, or the following:

- Viruses or other malicious software obtained by accessing our Services, or tools linked to our Services including those of 3rd party solution providers;
- Glitches, bugs, errors, or inaccuracies of any kind including information and graphics obtained from or in our Services;
- The content, actions, or inactions of third parties, including items listed using our Services;
- Your need to modify practices, content, or behavior or your loss of or inability to do business, as a result of changes to this Agreement or our policies.
- Changes to the Service availability, including planned or unplanned Service downtime.
- Changes to any LaneAxis products, features, or Services.
- Your removal from the LaneAxis marketplace.

Some jurisdictions do not allow the disclaimer of warranties or exclusion of damages, so such disclaimers and exclusions may not apply to You; In such jurisdictions, it is the intent of the parties to this User Agreement to make clear that LaneAxis's liability is extremely limited and provides its services "AS IS", and if this User Agreement is modified by any Court of competent jurisdiction to conform to local law, such modification shall be conducted while preserving the original intent of the parties as closely as possible.

33. Indemnity. You agree to indemnify and hold LaneAxis and our officers, directors, agents, advisors, attorneys, accountants, and employees harmless from any claim or demand, including the cost of your attorneys' fees, made by any third party due to or arising out of your negligence, breach of this Agreement, misuse of LaneAxis's Services, or violation of any law or the rights of a third party.



34. Legal Compliance. You shall comply with all applicable domestic and international laws, statutes, ordinances, and regulations regarding your use of the LaneAxis Services and your listing, shipping, transporting, and solicitation of offers to ship and transport items.

35. Arbitration and Waiver of Class Actions. Any legal claim arising out of or relating to this Agreement or our Services (excluding legal action taken by LaneAxis to collect our fees or recover damages for, or obtain an injunction relating to, the LaneAxis operations, intellectual property, or Our Information), shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association, including, if necessary, the Optional Rules for Emergency Measures of Protection. The arbitration shall be conducted in Orange County, California, and judgment on the arbitration award may be entered into any court having jurisdiction thereof. **ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS SECTION 35 MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE CLIENT OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CLIENT OR USER.**

36. Trademark and Domain Name Protection. The LaneAxis Services contain trademarks, trade names, trade dress, service marks, domain names or other indicia of ownership (collectively the "Marks") owned or licensed for use by LaneAxis. Unless otherwise agreed to in an Addendum to this Agreement, You agree that no right, property, license, permission, or interest of any kind in or to the Marks is or is intended to be given or transferred to or acquired by You pursuant to the execution, performance or non-performance of this Agreement or any part thereof. You shall in no way contest or deny the validity of, our right of title to or license of use for, the Marks, and You shall not encourage or assist others directly or indirectly to do so, during the lifetime of this Agreement and thereafter. You shall not utilize the Marks in any manner that would diminish their value or harm their reputation. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of the LaneAxis Services without express written consent. You may not use any meta tags or any other "hidden text" utilizing LaneAxis's name or trademarks without the express written consent of LaneAxis. You shall not use or register any domain name that is identical to or similar to any of the Marks. To the greatest extent possible, LaneAxis's rights in our Marks and Our Information shall be enforceable and respected worldwide.

37. Security. LaneAxis uses industry standard practices to safeguard your personal information, including firewalls and Secure Socket Layers (SSL). We utilize several different security techniques to protect data from unauthorized access, but we cannot guarantee the security of our system. We also do not guarantee uninterrupted or secure access to our system, as the operation of our Services can be interrupted by numerous factors outside of our control.



38. Governing Law. THIS AGREEMENT AND YOUR USE OF THE SERVICES SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS.

39. Other Terms and Conditions. You acknowledge and agree that we have the sole discretion to set forth and post additional terms and conditions for your use of the LaneAxis Services. You agree that any additional terms and conditions that apply to your use of our Services shall be considered an effective amendment to this Agreement and said terms and conditions shall be incorporated herein. Furthermore, You expressly agree that if there is any conflict between those additional terms and conditions and the specific terms and conditions set forth herein, the terms and conditions set forth in those additional terms shall govern.

40. General. This Agreement may not be modified, supplemented, qualified, or interpreted by any trade usage or prior course of dealing not made a part of the Agreement by its express terms. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity of this Agreement as a whole and any such provision should be enforced by authorities, and reconstructed if need be, to apply to the maximum extent allowable under applicable law. The failure by either party to enforce at any time any of the provisions of this Agreement, to exercise any election or option provided herein, or to require at any time the performance of the other of any of the provisions herein will not in any way be construed as a waiver of such provisions. Reasonable attorneys' fees and costs will be awarded to the prevailing party in the event of litigation or arbitration involving the enforcement or interpretation of this Agreement. The section headings used herein are for convenience only and shall not be given any legal import.

41. Notices. All notices sent to LaneAxis shall be sent by physical mail to: LaneAxis, Inc., 3200 Park Center Drive, Costa Mesa, California 92626. All notices will be sent to You using the contact information you provide, and may be sent via regular mail, e-mail, text, phone call, or fax.

Last Revised Date: July 27, 2020