

AmeriShip - Terms and Conditions

THE FOLLOWING TERMS AND CONDITIONS GOVERN YOUR USE OF AMERISHIP, LLC ("AMERISHIP"), INCLUDING YOUR USE OF THE SERVICES AND CONTENT. THE TERM "AMERISHIP" INCLUDES THE ENTITY, AS WELL AS ALL EMPLOYEES, OFFICERS, OWNERS, MEMBERS, ATTORNEYS AND AGENTS. ANY VIEWING OR USE OF THIS SITE IN CONNECTION WITH ANY USE OF THE SERVICES OF AMERISHIP WILL CONSTITUTE YOUR AGREEMENT, ON BEHALF OF YOURSELF AND THE ENTITY YOU REPRESENT (HEREINAFTER COLLECTIVELY "YOU", "CUSTOMER", OR "YOUR"), TO ALL OF THE TERMS AND CONDITIONS PROVIDED BELOW.

AMERISHIP MAY MAKE FUTURE CHANGES OR MODIFICATIONS TO SUCH TERMS AND CONDITIONS AT ANY TIME WITHOUT NOTICE, AND YOUR SUBSEQUENT USE OF AMERISHIP.COM WILL CONSTITUTE YOUR AGREEMENT TO THE CHANGES AND MODIFICATIONS. THERE MAY BE ADDITIONAL TERMS AND CONDITIONS PROVIDED THROUGHOUT AMERISHIP.COM GOVERNING YOUR USE OF PARTICULAR FUNCTIONS, FEATURES, INFORMATION AND APPLICATIONS AVAILABLE THROUGH AMERISHIP.COM. THE TERM "AMERISHIP.COM" REFERS TO THE NAMED WEBSITE, AS WELL AS ANY WEBSITE RELATED TO SERVICES PROVIDED BY AMERISHIP, INCLUDING THE WEBSITES OF ANY THIRD-PARTIES TO WHICH YOU ARE DIRECTED BY AMERISHIP.COM OR ANY PERSON WHO WORKS FOR AMERISHIP.

1. Registration: When you register with AMERISHIP.COM, you agree to provide accurate and current information about Yourself and the entity that you represent. You agree to maintain and promptly update your online profile information to make sure it is accurate and current.

When you register using AMERISHIP.COM, you will select a user ID and password. You are responsible for maintaining the confidentiality of the password and user ID, and you are responsible for all activities that occur under Your password and user ID. You agree to (a) immediately notify AMERISHIP.COM of any unauthorized use of Your user ID and password, and (b) ensure that You exit from Your AMERISHIP.COM and other website session at the end of each visit.

You acknowledge and agree that it may be necessary from time to time for AMERISHIP to confirm the validity of the credit card information you provided to open your AMERISHIP.COM account. When this occurs, AMERISHIP.COM may request a temporary authorization hold for a nominal amount on your card. This authorization hold does not result in actual charges to your card. These authorizations will automatically expire based on guidelines established by your card issuer.

2. Payments: Payments: Payment is due upon receipt. You will provide a bank account for AMERISHIP to charge all invoices to. If you wish to place a credit card on file instead AMERISHIP will

assess a 3.5% fee. All other payment arrangements must be agreed to by AMERISHIP.

3. Packaging and Responsibility for Damage. You agree to provide AMERISHIP with products (the

“Products”) that are properly and safely packed and properly addressed to a residence or business (not a post office box or other similar mail box). Such packaging shall be in accordance with industry standards. Products shall be in a sealed package and the contents shall be listed in a manifest. AMERISHIP is not responsible for damage to the products due to deficiencies in packaging. You agree to indemnify and hold AMERISHIP harmless for and claims

or damages sought against AMERISHIP as a result of damage to the Product as a result of inadequate packaging. Any special handling instructions for the Product shall be clearly listed on the package. You represent and warrant that the contents of any package provided to a driver for AMERISHIP for purposes of delivery is not hazardous, dangerous or illegal.

AMERISHIP

may refuse to accept any package for delivery that does not comply with the requirements of this Agreement or appears to pose a potential safety hazard.

4. Non-Solicitation. You acknowledge that during the course of AMERISHIP's performance of duties under this Agreement, You may come in contact with employees of AMERISHIP, or independent contractors providing services to AMERISHIP. You agree that You will not attempt to solicit or encourage such individuals to discontinue their relationship with AMERISHIP. You agree that in the event it engages in conduct prohibited under this provision, that it will cause irreparable damages to AMERISHIP for which AMERISHIP has available only equitable remedies

including a temporary restraining order and injunction. You agree that such relief is reasonable and is reasonably calculated to protect the legitimate business interests of AMERISHIP.

5. Independent Contractor. AMERISHIP and You agree that under no circumstances shall either be

considered an employee of the other. Neither party shall have the right to direct the manner in which either party performs services or obligations under this Agreement.

6. Examination of Package. AMERISHIP may examine the outside of the package in the presence

of You to determine if there is any damage to the package. Acceptance of the package for delivery shall not be a waiver of any claim that the package had le damage when picked up. In the event AMERISHIP discovers any damage to the package, AMERISHIP may refuse to deliver

the package in its condition.

7. Access to Delivery Address. Customer shall notify recipient of the delivery of the Product

by AMERISHIP and obtain the agreement of the recipient to have an authorized person available at the delivery address to sign for the package. Customer shall determine if there are any security access requirements for delivery to recipient address and shall arrange for recipient to provide access for purposes of delivery. If AMERISHIP cannot make a delivery because customer has failed to comply with this Paragraph, or recipient has not provided access or is not available to accept the package, AMERISHIP will attempt the delivery on the next business day. Customer shall hold AMERISHIP harmless for any claims or damages that arise due to an inability to deliver the package because of non-compliance with this paragraph.

8. Delays. In the event AMERISHIP fails to deliver a package as scheduled and that delay is not caused by any of customer actions or inactions (or actions or inactions of recipient), then AMERISHIP shall deliver the Package on the next day. AMERISHIP's delivery of the product is agreed to be full compensation for all damages that may be caused by a delay in the delivery of the package. AMERISHIP shall notify customer of any delay in the delivery of the Product as soon as reasonably possible. AMERISHIP will attempt all packages up to three times.

9. Lost, Damaged or Stolen Products. You have the option of declaring the value of the Package and/or Product in connection with Your request for AMERISHIP's services through the portal. If no amount is declared, you agree that the maximum liability of AMERISHIP for lost, damaged or stolen Packages and/or Products is \$250.00. If You declare a value greater than \$250.00, the maximum liability of AMERISHIP for lost, damaged or stolen Packages and/or Products is the declared value, up to \$20,000.00 and You release AMERISHIP from liability for any claim for declared value in excess of the declared amount. You understand and agree that the fee for delivery of items with a declared value in excess of \$250.00 is higher than the fee set out in AMERISHIP's price list and that You may determine the additional fee(s) upon entry of the declared value through the portal. Any claim for lost, damaged or stolen Products and/or Packages must be made in writing, no later than 30 days from the date on which delivery was scheduled and shall be accompanied by documentation acceptable to AMERISHIP reflecting the cost of replacement. The claim shall be deemed "made" when AMERISHIP actually receives the notice. You expressly waive any claim not presented to AMERISHIP in accordance with this paragraph.

10. Arbitration: You and AMERISHIP agree that any dispute arising out of or relating in any manner to services rendered or payments allegedly owed, under this agreement or related to this agreement, shall be resolved by binding arbitration pursuant to the Commercial Rules of the American Arbitration Association, which rules are hereby incorporated by reference.

11. Governing Law, Venue and Statute of Limitations. This agreement shall be construed by the laws of the State of Texas, excluding its conflict of laws provisions. If for any reason a court of competent jurisdiction finds any provision of these Terms and Conditions, or a portion thereof, to be unenforceable, that provision shall be enforced only to the maximum extent legally permissible. Any cause of action with respect to AMERISHIP, its employees, agents or its website must be instituted within one year and one day after the claim or cause of action has arisen or be barred. Mandatory venue for any arbitration related to this Agreement, or any court action related to the arbitration provision, shall be in Dallas County Texas.

12. Disclaimer of Warranty: AMERISHIP'S SERVICES ARE PROVIDED "AS IS". AMERISHIP DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, REGARDING ANY SUCH CONTENT AND YOUR ABILITY OR INABILITY TO USE AMERISHIP.COM OR ANY RELATED WEBSITE OR WEBSITE TO WHICH YOU ARE DIRECTED FROM AMERISHIP.COM
AMERISHIP EXPRESSLY DISCLAIMS AND EXCLUDES ALL WARRANTIES REGARDING AMERISHIP.COM AND ITS CONTENT, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. AMERISHIP DOES NOT WARRANT THAT AMERISHIP OR AMERISHIP.COM AND ANY OTHER RELATED WEBSITE WILL MEET ALL OF YOUR OR YOUR CUSTOMERS' REQUIREMENTS OR THAT ITS OPERATIONS WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ANY DEFECT WITHIN AMERISHIP OR ANY OF ITS CONTENT OR ANY OF ITS DIRECT OR INDIRECT OR RELATED SERVICES WILL BE CORRECTED. FURTHERMORE, AMERISHIP DOES NOT WARRANT NOR MAKE ANY REPRESENTATION REGARDING THE RESULTS OF YOUR OR YOUR CUSTOMERS' USE OF AMERISHIP.COM, ANY RELATED WEBSITE, INCLUDING THIRD-PARTIES' WEBSITES TO WHICH YOU ARE DIRECTED BY AMERISHIP OR AMERISHIP.COM, IN TERMS OF CAPABILITY, CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE. NO ORAL OR WRITTEN INFORMATION, REPRESENTATION OR ADVICE GIVEN BY AMERISHIP OR AN AUTHORIZED REPRESENTATIVE OF AMERISHIP SHALL CREATE A WARRANTY.

13. Waiver of Liability and Consequential Damages: YOUR USE OF AMERISHIP.COM OR ANY WEBSITE TO WHICH YOU ARE DIRECTED BY AMERISHIP OR AMERISHIP.COM, AND YOUR USE OF THE SERVICES OF AMERISHIP IS AT YOUR SOLE RISK. UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, SHALL AMERISHIP BE LIABLE TO YOU OR TO ANY PARTY CLAIMING THROUGH YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES IN TORT,

CONTRACT, PRODUCT LIABILITY OR UNDER ANY OTHER THEORY OF LAW RESULTING FROM THE ACCESS TO OR USE OF INSIGHT INFORMATION OR THE INTERNET, OR YOUR ACCESS TO OR USE OF, OR INABILITY TO ACCESS OR USE; INSIGHT INFORMATION OR THE INTERNET, INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM LOSS OF USE, PROFITS, DATA, OR BUSINESS, AND DAMAGE TO YOUR INTERNAL COMPUTER SYSTEMS EVEN IF AMERISHIP, OR AN AUTHORIZED REPRESENTATIVE OF AMERISHIP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF THEY HAVE REPRESENTED TO YOU THAT AMERISHIP WOULD ASSUME SUCH LIABILITY BECAUSE YOU ARE HEREBY PUT ON NOTICE THAT NO EMPLOYEE OF AMERISHIP OTHER THAN THE CEO, HAS THE AUTHORITY TO ENTER INTO ANY SUCH AGREEMENT AND ANY SUCH AGREEMENT SIGNED BY ANY PERSON PURPORTING TO ACT ON BEHALF OF AMERISHIP, IS VOID AND IS EXPRESSLY REJECTED.

AMERISHIP, will not be liable for Your acts or omissions, including but not limited to, incorrect completion or updating of any enrollment or profile form, failure to implement adequate internal security measures to safeguard Your login id or password code, or Services or Content provided to or accessed by You (or portions thereof) and its confidentiality or for the acts or omissions of the recipient or anyone else with an interest in AMERISHIP.COM OR ANY RELATED WEBSITE. Also, AMERISHIP, will not be liable if You violate any of the terms of this Agreement. AMERISHIP, will not be liable for loss, damages or delay caused by events AMERISHIP, cannot control, including but not limited to, acts

of God, perils of the air, weather conditions, mechanical delays, acts of public enemies, war, strikes, civil commotions, or acts or omissions of public authorities (including customs and health officials) with actual or apparent authority. You agree to immediately notify AMERISHIP, of any known or suspected unauthorized use of your logon id, password code or any other confidential information relating to AMERISHIP or any known or suspected breach of security, including loss, theft, or damage to your shipments.

14. Entire Agreement. These Terms and Conditions are the entire agreement between you and AMERISHIP and there are no other agreements, whether verbal or in writing, regarding the subject matter of this agreement.

15. Indemnification: You shall bear the risk of loss or damage resulting from Your use of AMERISHIP.COM or your dealings with AMERISHIP. You agree to defend, indemnify and hold harmless AMERISHIP and its respective officers, directors, employees, agents and representatives from any and all claims, demands, damages (including incidental and consequential damages), liabilities, costs, expenses, suits and judgments, including the payment of legal fees arising out of or relating to any of the following:

- Your breach of any of these terms and conditions,
- Your activities conducted in connection with AMERISHIP.COM or any of AMERISHIP's Services

Your failure to abide by any applicable laws or regulations regarding AMERISHIP.com, its Content or any of the Services

AMERISHIP's provision of data and information to You (including, without limitation, any errors in the information or any unavailable or incomplete information)

Authorized or unauthorized uses of AMERISHIP.COM or any of AMERISHIP's Services any manner by You or on Your behalf, directly or indirectly, including, without limitation, claims relating to reroutes or thefts of shipments, claims of breach of privacy, or Your failure to implement adequate internal security measures to safeguard Your login id, password code or any other data or information provided by AMERISHIP (or any portion thereof) and its confidentiality.

16. Links to Other Websites: AMERISHIP does not warrant or vouch for any third-party website, whether or not AMERISHIP has provided a link to that site. Third-party sites and the companies

to which they belong are not controlled by AMERISHIP. AMERISHIP makes no representations

concerning the information provided or made available on such sites nor the quality or acceptability of the products or services offered by any persons or entities referenced in any such sites. AMERISHIP has not tested and makes no representations regarding the correctness, performance or quality of any software found at any such sites. You should research and assess the risks which may be involved in accessing and using any software on the Internet before using it.