

## Terms and Conditions – Track and Trace

Effective Date: August 24, 2017

### Acceptance of Terms and Conditions

FreightRover operates [www.freightrover.com](http://www.freightrover.com) and all subdomains including Track and Trace. By utilizing Track and Trace, you hereby agree to be bound by the following Terms and Conditions. If you do not want to be bound by the Terms and Conditions, you should not visit our site or use Track and Trace. By your use of our services, you hereby agree that these Terms and Conditions constitute a legally binding agreement between you and FreightRover, and that your use of FreightRover shall indicate your conclusive acceptance of this agreement.

#### 1. The Services

**1.1.** The “Services” include FreightRover’s Track and Trace to track shipments in which a shipper or carrier has provided you a shipment reference number.

**1.2. Creating an Account.** To use the Services, you must be over the age of 18 and register for an account (“Account”) via the website at [www.freightrover.com](http://www.freightrover.com) (the “Site”) and provide certain information as prompted by the registration form. You represent and warrant that all registration information submitted is truthful and accurate at the time it is submitted and/or validated. You are responsible for maintaining the confidentiality of your login credentials and all activities that occur on the Site under your Account. By providing your mobile number and selecting to receive confirmation by text message you consent to receiving mobile text alerts. Message and data rates apply and are your sole responsibility.

**1.3. Performance of the Services.** To use the Services, you must have compatible hardware, software, and, in some cases, internet access; performance may be affected by these factors.

**2. Support.** FreightRover is not responsible for providing support for the Services.

**3. Governing Law and Choice of Forum.** These Terms and Conditions will be governed by the laws of the United States and of the State of Indiana, without regard to the choice-of-law rules of that or any other jurisdiction. The parties agree that any claim or dispute arising from or in connection with these Terms and Conditions, or with respect to any aspect of the relationship between the parties, whether under federal, state, local, or foreign law, must be brought exclusively in the state or federal courts serving Marion County, Indiana. The parties consent to the jurisdiction of these courts.

**4. Contract Changes.** FreightRover reserves the right to add new or additional terms or conditions on your use of the Services. Such modifications and additional terms and conditions will be effective immediately and incorporated into these Terms and Conditions. Your continued use of the Services will be deemed acceptance of those modified or additional terms.

**5. Intellectual Property.** You agree that the Services contain proprietary information and material that is owned by FreightRover, its licensors, or the third-Party vendors, and are protected by applicable intellectual property and other laws, including copyright. You may not use such proprietary

information or materials except for use of the Services in compliance with these Terms and Conditions.

**6. Termination of Services.** FreightRover further reserves the right to modify, suspend, or discontinue the Services at any time with or without notice to you, and FreightRover will not be liable to you or to any third party should it exercise such rights.

#### 7. Disclaimer of Warranties; Limitations on Liability

FreightRover does not guarantee, represent, or warrant that the Services will be uninterrupted or error-free, and you agree that, from time to time, FreightRover may remove the Services for indefinite periods of time or otherwise limit or disable your access to the Services.

Your use of, or inability to use, the Services is at its sole risk. The Services are provided “as is,” “with all faults,” and “as available” for Carrier’s use, without warranties of any kind, either express or implied, including all implied warranties of merchantability, fitness for a particular purpose, title, and noninfringement.

In no case shall FreightRover, its directors, officers, employees, affiliates, agents, contractors, or licensors be liable for any direct, indirect, incidental, punitive, special, or consequential damages relating to or arising from your use of the Services, including, but not limited to, any errors or omissions, or any loss or damage of any kind incurred as a result of the use of the Services, transmitted, or otherwise made available via the Services, even if advised of their possibility. Because some jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such jurisdictions, FreightRover’s liability shall be limited to the extent such limitation is permitted by law

FreightRover does not represent or guarantee that the Services will be free from loss, corruption, attack, viruses, interference, hacking, or other security intrusion, and client hereby releases quality from any liability relating thereto.

**8. Miscellaneous Provisions.** These Terms and Conditions constitute the entire agreement between you and FreightRover governing use of the Services, and it supersedes any prior agreements with respect to the same subject matter between you and FreightRover. If any part of these Terms and Conditions is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intent of the parties, and the remaining portions shall remain in full force and effect. FreightRover’s failure to enforce any right or provision in these Terms and Conditions will not constitute a waiver of such or any other provision. FreightRover will not be responsible for failures to fulfill any of its obligations under these Terms and Conditions that result from causes beyond FreightRover’s control. You agree to comply with all local, state, federal, and national laws, statutes, ordinances, and regulations that apply to your use of the Services.