

Terms of service agreement

Please read the following terms of service agreement carefully. By accessing or using our website and services, you hereby agree to be bound by the terms and all terms incorporated herein by reference. It is the responsibility of you, the user, the member, customer, shipper, consignee, or prospective customer to read the terms and conditions before proceeding to use this site. If you do not expressly agree to all of the terms and conditions, then please do not access or use our sites or our services. This terms and service agreement is effective as of 01/01/2018.

Acceptance of terms

The following Terms of Service Agreement (the "TOS") is a legally binding agreement that shall govern the relationship with our users and others who may interact or interface with GoShip.com, also known as [GoShip](#), located at 2100 Wharton St., Suite 515 Pittsburgh PA 15203 and our subsidiaries and affiliates, in association with the use of the GoShip website, which includes <https://www.goship.com/>, (the "Company" and the "Site") and its Services, which shall be defined below.

Description of website services offered

The Site is an e-commerce shipping service website that has the following description:

GoShip is a free service that simplified shipping less-than-truckload (LTL) freight. The website provides a comparison of rates and transit times of numerous freight carriers. The Company is not a carrier, an agent for a carrier, or a freight forwarder as defined by [49 U.S. Code § 13102](#).

The Company is licensed by the Department of Transportation ([DOT](#)), Federal Motor Carrier Safety Administration ([FMSCA](#)), and/or other government agencies as required by law. The Company reserves the right, in its sole discretion, to refuse any shipment at any time.

Any and all visitors to our site, despite whether they are registered or not, shall be regarded as "users" of the mentioned Services provided for the purpose of this TOS. Once an individual register for our Services, through the process of creating an account, the user shall then be considered a "member."

The user and/or member acknowledges and agrees that the Services provided and made available through our website and applications, which may include mobile applications, and that those applications may be made available on various social media networking sites and numerous other platforms and downloadable programs, are the sole property of GoShip. At its discretion, GoShip may offer additional website Services and/or products, or update, modify or revise any current content and Services, and this Agreement shall apply to any and all additional Services and/or products and any and all updated, modified or revised Services unless otherwise stipulated.

GoShip does hereby reserve the right to cancel and cease offering any of the aforementioned Services and/or products. You, as the end user and/or member, acknowledge, accept and agree that GoShip shall not be held liable for any such updates, modifications, revisions, suspensions, or discontinuance of any of our Services and/or products.

Your continued use of the Services provided, after such posting of any updates, changes, and/or modifications shall constitute your acceptance of such updates, changes, and/or modifications, and as such, frequent review of this Agreement and any and all applicable terms and policies should be made by you to ensure you are aware of all terms and policies currently in effect. If you do not agree to the updated, revised, or modified terms, you must stop using the provided Services immediately.

Furthermore, the user and/or member understands, acknowledges, and agrees that the Services offered shall be provided "AS IS" and as such GoShip shall not assume any responsibility or obligation for the timeliness, missed delivery, deletion, and/or any failure to store user content, communication or personalization settings.

Bills of Lading

All Bills of Lading (BOL) are non-negotiable and have been prepared by the enrolled Customer. Any unauthorized alteration or use of [bills of lading](#) or tendering of shipments to any carrier other than that designated by GoShip, or use of any BOL not authorized or issued by GoShip shall void GoShip's obligations to make any payments relating to this shipment and void all rate quotes.

If the user does not complete all documents required for carriage, or if documents which are submitted are not appropriate for the services, pick up or destination requested, the Company may, with the Customer's permission and where permitted by law, complete, correct or replace the documents for the Customer at the Customer's expense. However, the Company is not obligated to do so. The Company is not liable to

the Customer or to any other person for any actions taken or not taken on behalf of the Customer under this provision.

Customer's warranties

Registration

To register and become a "member" of the Site, you must be at least 18 years old to enter into and form a legally binding contract. In addition, you must be in good standing and not an individual that has been previously barred from receiving GoShip's Services, or under the laws and statutes of the United States or other applicable jurisdictions.

When you register, GoShip may collect information such as your name, e-mail address, birth date, gender, mailing address, occupation, industry, and personal interests. You can edit your account information at any time. Once you register with GoShip and sign in to our Services, you are no longer anonymous to us.

Furthermore, the registering party hereby acknowledges, understands, and agrees to:

- a) furnish factually correct, current, and complete information with regards to yourself as may be requested by the data registration process
- b) maintain and promptly update your registration and profile information in an effort to maintain accuracy and completeness at all times.

If anyone knowingly provides any information of a false, untrue, inaccurate, or incomplete nature, GoShip will have sufficient grounds and rights to suspend or terminate the member in violation of this aspect of the Agreement, and as such refuse any and all current or future use of GoShip Services, or any portion thereof.

It is GoShip's priority to ensure the safety and privacy of all its visitors, users, and members, especially children. Therefore, it is for this reason that the parents of any child under the age of 18 that permit their child or children access to the GoShip website platform Services must create a "family" account, which will certify that the individual creating the "family" account is of 18 years of age and as such, the parent or legal guardian of any child or children registered under the "family" account.

As the creator of the "family" account, she/he is thereby granting permission for his/her child or children to access the various Services provided, including, but not limited to, message boards, email, and/or instant messaging. It is the parent's and/or legal

guardian's responsibility to determine whether any of the Services and/or content provided are age-appropriate for his/her child.

Member account, username, password, and security

When you set up an account, you are the sole authorized user of your account. You shall be responsible for maintaining the privacy and confidentiality of your password and for all activities that transpire on or within your account. It is your responsibility for any act or omission of any user(s) that access your account that, if undertaken by you, would be considered a violation of the TOS. It shall be your responsibility to notify GoShip immediately if you notice any unauthorized access or use of your account or password or any other breach of security. The customer agrees to indemnify and hold harmless GoShip against any damages, losses, liabilities, settlements, and expenses (including without limitation costs and attorneys' fees) in connection with any failure to comply with this term and/or condition of the TOS.

Conduct

As a user or member of the Site, you herein acknowledge, understand, and agree that all information, text, software, data, photographs, music, video, messages, tags, or any other content, whether it is publicly or privately posted and/or transmitted, is the expressed sole responsibility of the individual from whom the content originated. In short, this means that you are solely responsible for any and all content posted, uploaded, emailed, transmitted, or otherwise made available by way of the GoShip Services, and as such, we do not guarantee the accuracy, integrity, or quality of such content. It is expressly understood that by use of our Services, you may be exposed to content including, but not limited to, any errors or omissions in any content posted, and/or any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted or otherwise made available by GoShip.

Furthermore, you herein agree not to make use of GoShip's Services for the purpose of:

- a) uploading, posting, emailing, transmitting, or otherwise making available any content that shall be considered illegal, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or invasive of another's privacy or which is hateful, and/or racially, ethnically, or otherwise objectionable;
- b) causing harm to minors in any manner whatsoever;

c) impersonating any individual or entity, including, but not limited to, any GoShip officials, forum leaders, guides, or hosts, or falsely stating or otherwise misrepresenting any affiliation with an individual or entity;

d) forging captions, headings, or titles or otherwise offering any content that you personally have no right to pursuant to any law nor having any contractual or fiduciary relationship with;

e) uploading, posting, emailing, transmitting, or otherwise offering any such content that may infringe upon any patent, copyright, trademark, or any other proprietary or intellectual rights of any other party;

f) uploading, posting, emailing, transmitting, or otherwise offering any content that you do not personally have any right to offer pursuant to any law or in accordance with any contractual or fiduciary relationship;

g) uploading, posting, emailing, transmitting, or otherwise offering any unsolicited or unauthorized advertising, promotional flyers, "junk mail," "spam," or any other form of solicitation, except in any such areas that may have been designated for such purpose;

h) uploading, posting, emailing, transmitting, or otherwise offering any source that may contain a software virus or other computer code, any files and/or programs that have been designed to interfere, destroy and/or limit the operation of any computer software, hardware, or telecommunication equipment;

i) disrupting the normal flow of communication, or otherwise acting in any manner that would negatively affect other users' ability to participate in any real time interactions;

j) interfering with or disrupting any GoShip Services, servers, and/or networks that may be connected or related to our website, including, but not limited to, the use of any device software and/or routine to bypass the robot exclusion headers;

k) intentionally or unintentionally violating any local, state, federal, national or international law, including, but not limited to, rules, guidelines, and/or regulations decreed by the U.S. Securities and Exchange Commission, in addition to any rules of any nation or other securities exchange, that would include without limitation, the New York Stock Exchange, the American Stock Exchange, or the NASDAQ, and any regulations having the force of law;

l) providing informational support or resources, concealing and/or disguising the character, location, and or source to any organization delegated by the United States

government as a "foreign terrorist organization" in accordance with Section 219 of the Immigration Nationality Act;

m) "stalking" or with the intent to otherwise harass another individual;

n) collecting or storing any personal data relating to any other member or user in connection with the prohibited conduct and/or activities that have been set forth in the aforementioned paragraphs.

GoShip herein reserves the right to pre-screen, refuse and/or delete any content currently available through our Services. In addition, we reserve the right to remove and/or delete any such content that would violate the TOS or that would otherwise be considered offensive to other visitors, users, and/or members.

GoShip herein reserves the right to access, preserve and/or disclose member account information and/or content if it is requested to do so by law or in good faith belief that any such action is deemed reasonably necessary for:

a) compliance with any legal process;

b) enforcement of the TOS;

c) responding to any claim that therein contained content is in violation of the rights of any third party;

d) responding to requests for customer service;

e) protecting the rights, property, or personal safety of GoShip, its visitors, users, and members, including the general public.

GoShip herein reserves the right to include the use of security components that may permit digital information or material to be protected, and that such use of information and/or material is subject to usage guidelines and regulations established by GoShip or any other content providers supplying content services to GoShip. You are hereby prohibited from making any attempt to override or avoid any of the embedded usage rules in our Services. Furthermore, unauthorized reproduction, publication, distribution, or exhibition of any information or materials supplied by our Services, whether done so in whole or in part, is expressly prohibited.

Interstate communications

Upon registration, you hereby acknowledge that by using <https://www.goship.com/> to send electronic communications, which would include, but are not limited to, email, searches, instant messages, uploading of files, photos, and/or videos, you will be causing communications to be sent through our computer network. Therefore, through your use, and thus your agreement with this TOS, you are acknowledging that the use of this Service shall result in interstate transmissions.

Cautions for global use and export and import compliance

Due to the global nature of the Internet, through the use of our network, you hereby agree to comply with all local rules relating to online conduct and that which is considered acceptable Content. Uploading, posting, and/or transferring software, technology, and other technical data may be subject to the export and import laws of the United States and possibly other countries. Through the use of our network, you thus agree to comply with all applicable export and import laws, statutes and regulations, including, but not limited to, the Export Administration Regulations (http://www.access.gpo.gov/bis/ear/ear_data.html), as well as the sanctions control program of the United States (<http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>).

Furthermore, you state and pledge that you:

- a) are not on the list of prohibited individuals who may be identified on any government export exclusion report (<http://www.bis.doc.gov/complianceand enforcement/liststocheck.htm>) nor a member of any other government which may be part of an export-prohibited country identified in applicable export and import laws and regulations;
- b) agree not to transfer any software, technology, or any other technical data through the use of our network Services to any export-prohibited country;
- c) agree not to use our website network Services for any military, nuclear, missile, chemical or biological weaponry end uses that would be a violation of the U.S. export laws;
- d) agree not to post, transfer or upload any software, technology, or any other technical data which would be in violation of the U.S. or other applicable export and/or import laws.

Content placed or made available for company services

GoShip shall not lay claim to ownership of any content submitted by any visitor, member, or user, nor make such content available for inclusion on our website Services. Therefore, you hereby grant and allow for GoShip the below listed worldwide, royalty-free and non-exclusive licenses, as applicable:

a) The content submitted or made available for inclusion on the publicly accessible areas of GoShip's sites, the license provided to permit to use, distribute, reproduce, modify, adapt, publicly perform and/or publicly display said Content on our network Services is for the sole purpose of providing and promoting the specific area to which this content was placed and/or made available for viewing. This license shall be available so long as you are a member of GoShip.com's sites, and shall terminate at such time when you elect to discontinue your membership.

b) Photos, audio, video, and/or graphics submitted or made available for inclusion on the publicly accessible areas of GoShip's sites, the license provided to permit to use, distribute, reproduce, modify, adapt, publicly perform and/or publicly display said Content on our network Services are for the sole purpose of providing and promoting the specific area in which this content was placed and/or made available for viewing. This license shall be available as long as you are a member of GoShip's sites and shall terminate at such time when you decide to stop your membership.

c) For any other content submitted or made available for inclusion on the publicly accessible areas of GoShip's sites, the continuous, binding, and completely sub-licensable license which is meant to permit to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform and/or publicly display said content, whether in whole or in part and the incorporation of any such Content into other works in any arrangement or medium current used or later developed.

Those areas which may be considered "publicly accessible" areas of GoShip's sites are those areas of our network properties that are meant to be available to the general public, and which would include message boards and groups that are openly available to both users and members. However, those areas which are not open to the public, and thus available to members only, would include our mail system and instant messaging.

Contributions to the company website

GoShip provides an area for our users and members to contribute feedback to our website. When you submit ideas, documents, suggestions, and/or proposals ("Contributions") to our site, you acknowledge and agree that:

a) your contributions do not contain any type of confidential or proprietary information;

- b) GoShip shall not be liable or under any obligation to ensure or maintain confidentiality, expressed or implied, related to any Contributions;
- c) GoShip shall be entitled to make use of and/or disclose any such Contributions in any such manner as they may see fit;
- d) the contributor's Contributions shall automatically become the sole property of GoShip;
- e) GoShip is under no obligation to either compensate or provide any form of reimbursement in any manner or nature.

Payment

Fees

Any payment which is past due shall be subject to an additional charge at the rate of 1.5% per month (18% per year, compounded monthly) of the average outstanding balance due, or the highest rate of interest permitted by applicable law, whichever is less. Overpayments do not accrue interest. In the event the Company uses any attorney or collections efforts to collect unpaid charges or for the enforcement of these TERMS AND CONDITIONS and/or TERMS OF SERVICE, all unpaid charges will be subject to a late payment penalty of 33% and the Customer shall also be liable for all attorney and collection fees, together with related costs and expenses. All shippers, consignors, consignees, freight forwarders, or freight brokers are jointly and severally liable for the freight charges owed to the Company relating to this shipment and the Company holds a warehouseman's general lien on all tangible personal property for any outstanding balances owed to the Company.

Pricing

The Company is not responsible or liable for any prices offered or price changes. Quotes and offers Shippers receive from Carriers or other users of the Service should be all-inclusive based on the information Shippers provide. However, quoted or agreed-upon prices may change at any time, up to and including at the time of delivery.

Additional charges (special circumstances)

You understand that use of GoShip may result in charges to you for the services you receive ("Charges"). GoShip will receive and/or enable your payment of the applicable Charges for services obtained through your use of GoShip.

Charges may include other applicable fees in the event that a quoted or agreed-upon price for shipment has changed for any reason, including but not limited to a difference in shipment characteristics than originally specified which results in changes to the transportation of the freight 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 the Company may invoice costs in addition to the original quote or agreed-upon price, which the Booking Party shall be responsible to pay.

All Charges and payments will be enabled by GoShip using the preferred payment method designated in your Account, after which you will receive a receipt by email. If your primary Account payment method is determined to be expired, invalid, or otherwise unable to be charged, you agree that GoShip may use a secondary payment method in your Account, if available. Charges paid by you are final and non-refundable unless otherwise determined by GoShip.

As between you and GoShip, GoShip reserves the right to establish, remove and/or revise Charges for any services obtained through the use of GoShip, at any time, at GoShip's sole discretion.

The Booking Party authorizes GoShip to make any additional Charges to the credit card "on file" to pay for these additional amounts without specific demand or advanced notice to the Booking Party. If any additional charge attempt fails or is declined for any reason, the Booking Party authorizes GoShip to make daily attempts to authorize the charge until the charge is successfully completed and paid. In the event of any chargeback or dispute, the Booking Party agrees to indemnify, defend, and hold harmless GoShip from any and all liabilities or complaints and further agrees to reimburse GoShip any and all legal fees, costs, and/or charges associated with defending, prosecuting or responding to any complaint or other action.

Cancellation fees

If you need to cancel a shipment, you are required to contact GoShip immediately. If the cancellation occurs before the shipment has been picked up, you will receive a cancellation fee of \$25 for [less-than-truckload](#) loads and a \$175 fee for [full-truckload](#) loads. In the event a carrier has already sent a truck to the pickup location, you may be charged a Truck Ordered Not Used (TONU) fee which varies by carrier.

Commercial reuse of services

The member or user herein agrees not to replicate, duplicate, copy, trade, sell, resell or exploit for any commercial reason any part, use of, or access to GoShip's sites.

You may withdraw from Pay on Terms at any time once your accounts are settled. Once withdrawn from Pay on Terms, we consider this permanent, and you can only opt back in at GoShip's discretion.

Chargebacks and reversed payments

In the event that a shipper successfully charges back a credit or debit card payment or reverses any other payment type, then GoShip will reverse the payment within the shipper and Transportation Service Provider (TSP) accounts and the shipment would then be treated as unpaid. If the TSP has already withdrawn funds, then this may result in an overdrawn account and will be subject to collections.

Unwarranted chargebacks or payment reversals initiated by GoShip users are prohibited and will result in the suspension of your GoShip account, and may result in GoShip 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 GoShip cancellation policy. The GoShip cancellation process ensures the integrity of the feedback system and the accuracy of any refund.

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, GoShip must be notified by the cardholder so that GoShip may investigate the claim to determine if a chargeback is appropriate. A chargeback may not be filed as a replacement, or addition to, a cancellation of a GoShip transaction.

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

Use and storage

You herein acknowledge that GoShip may set up any such practices and/or limits regarding the use of our Services, without limitation of the maximum number of days that any email, message posting, or any other uploaded content shall be retained by

GoShip, nor the maximum number of email messages that may be sent and/or received by any member, the maximum volume or size of any email message that may be sent from or may be received by an account on our Service, the maximum disk space allowable that shall be allocated on GoShip's servers on the member's behalf, and/or the maximum number of times and/or duration that any member may access our Services in a given period of time.

In addition, you also agree that GoShip has absolutely no responsibility or liability for the removal or failure to maintain storage of any messages and/or other communications or content maintained or transmitted by our Services. You also herein acknowledge that we reserve the right to delete or remove any account that is no longer active for an extended period of time. Furthermore, GoShip shall reserve the right to modify, alter and/or update these general practices and limits at our discretion.

Any messenger service, which may include any web-based versions, shall allow you and the individuals with whom you communicate with the ability to save your conversations in your account located on GoShip's servers. In this manner, you will be able to access and search your message history from any computer with internet access. You also acknowledge that others have the option to use and save conversations with you in their own personal account on <https://www.goship.com/>. It is your agreement to this TOS which establishes your consent to allow GoShip to store any and all communications on its servers.

Modifications

GoShip shall reserve the right at any time it may deem fit, to modify, alter and or discontinue, whether temporarily or permanently, our service, or any part thereof, with or without prior notice. In addition, we shall not be held liable to you or to any third party for any such alteration, modification, suspension, and/or discontinuance of our Services, or any part thereof.

Termination

As a member of <https://www.goship.com/>, you may cancel or terminate your account, associated email address, and/or access to our Services by submitting a cancellation or termination request to customer_service@goship.com.

As a member, you agree that GoShip may, without any prior written notice, immediately suspend, terminate, discontinue and/or limit your account, any email associated with your account, and access to any of our Services. The cause for such termination,

discontinuance, suspension, and/or limitation of access shall include, but is not limited to:

- a) any breach or violation of our TOS or any other incorporated agreement, regulation, and/or guideline;
- b) by way of requests from law enforcement or any other governmental agencies;
- c) the discontinuance, alteration, and/or material modification to our Services, or any part thereof;
- d) unexpected technical or security issues and/or problems;
- e) any extended periods of inactivity;
- f) any engagement by you in any fraudulent or illegal activities;
- g) the nonpayment of any associated fees that may be owed by you in connection with your <https://www.goship.com/> account Services.

Furthermore, you herein agree that any and all terminations, suspensions, discontinuance, and or limitations of access for cause shall be made at our sole discretion and that we shall not be liable to you or any other third party with regards to the termination of your account, associated email address and/or access to any of our Services.

The termination of your account with <https://www.goship.com/> shall include any and/or all of the following:

- a) the removal of any access to all or part of the Services offered within <https://www.goship.com/>;
- b) the deletion of your password and any and all related information, files, and any such content that may be associated with or inside your account, or any part thereof;
- c) the barring of any further use of all or part of our Services.

Advertisers

Any correspondence or business dealings with, or the participation in any promotions of, advertisers located on or through our Services, which may include the payment and/or delivery of such related goods and/or Services, and any such other term,

condition, warranty and/or representation associated with such dealings, are and shall be solely between you and any such advertiser. Moreover, you herein agree that GoShip shall not be held responsible or liable for any loss or damage of any nature or manner incurred as a direct result of any such dealings or as a result of the presence of such advertisers on our website.

Links

Either GoShip or any third parties may provide links to other websites and/or resources. Thus, you acknowledge and agree that we are not responsible for the availability of any such external sites or resources, and as such, we do not endorse nor are we responsible or liable for any content, products, advertising, or any other materials, on or available from such third party sites or resources. Furthermore, you acknowledge and agree that GoShip shall not be responsible or liable, directly or indirectly, for any such damage or loss which may be a result of caused, or allegedly to be caused by or in connection with the use of or the reliance on any such content, goods or Services made available on or through any such site or resource.

Proprietary rights

You do hereby acknowledge and agree that GoShip's Services and any essential software that may be used in connection with our Services ("Software") shall contain proprietary and confidential material that is protected by applicable intellectual property rights and other laws. Furthermore, you herein acknowledge and agree that any Content which may be contained in any advertisements or information presented by and through our Services or by advertisers is protected by copyrights, trademarks, patents, or other proprietary rights and laws. Therefore, except for that which is expressly permitted by applicable law or as authorized by GoShip or such applicable licensor, you agree not to alter, modify, lease, rent, loan, sell, distribute, transmit, broadcast, publicly perform, and/or created any plagiaristic works which are based on GoShip Services (e.g. Content or Software), in whole or part.

GoShip herein has granted you personal, non-transferable, and non-exclusive rights and/or license to make use of the object code or our Software on a single computer, as long as you do not, and shall not, allow any third party to duplicate, alter, modify, create or plagiarize work from, reverse engineer, reverse assemble or otherwise make an attempt to locate or discern any source code, sell, assign, sublicense, grant a security interest in and/or otherwise transfer any such right in the Software. Furthermore, you do herein agree not to alter or change the Software in any manner, nature or form, and as such, not to use any modified versions of the Software, including and without limitation,

for the purpose of obtaining unauthorized access to our Services. Ultimately, you also agree not to access or attempt to access our Services through any means other than through the interface which is provided by GoShip for use in accessing our Services.

Security

GoShip uses industry standard practices to protect your personal information, including firewalls and Secure Socket Layers (SSL). We use 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.

Warranty disclaimers

YOU HEREIN EXPRESSLY ACKNOWLEDGE AND AGREE THAT:

a) THE USE OF GOSHIP SERVICES AND SOFTWARE ARE AT THE SOLE RISK BY YOU. OUR SERVICES AND SOFTWARE SHALL BE PROVIDED ON AN "AS IS" AND/OR "AS AVAILABLE" BASIS. GOSHIP AND OUR SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, AND LICENSORS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

b) GOSHIP AND OUR SUBSIDIARIES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, AND LICENSORS MAKE NO SUCH WARRANTIES THAT (i) GOSHIP.COM SERVICES OR SOFTWARE WILL MEET YOUR REQUIREMENTS; (ii) GOSHIP SERVICES OR SOFTWARE SHALL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (iii) THAT SUCH RESULTS WHICH MAY BE OBTAINED FROM THE USE OF THE GOSHIP.COM SERVICES OR SOFTWARE WILL BE ACCURATE OR RELIABLE; (iv) QUALITY OF ANY PRODUCTS, SERVICES, ANY INFORMATION OR OTHER MATERIAL WHICH MAY BE PURCHASED OR OBTAINED BY YOU THROUGH OUR SERVICES OR SOFTWARE WILL MEET YOUR EXPECTATIONS; AND (v) THAT ANY SUCH ERRORS CONTAINED IN THE SOFTWARE SHALL BE CORRECTED.

c) ANY INFORMATION OR MATERIAL DOWNLOADED OR OTHERWISE OBTAINED BY WAY OF GOSHIP.COM SERVICES OR SOFTWARE SHALL BE ACCESSED BY YOUR SOLE DISCRETION AND SOLE RISK, AND AS SUCH YOU SHALL BE SOLELY RESPONSIBLE FOR AND HEREBY WAIVE ANY AND ALL CLAIMS AND CAUSES OF ACTION WITH RESPECT TO ANY DAMAGE TO YOUR COMPUTER AND/OR INTERNET ACCESS, DOWNLOADING AND/OR DISPLAYING, OR FOR ANY LOSS OF DATA THAT COULD RESULT FROM THE

DOWNLOAD OF ANY SUCH INFORMATION OR MATERIAL.

d) NO ADVICE AND/OR INFORMATION, DESPITE WHETHER WRITTEN OR VERBAL MAY BE OBTAINED BY YOU FROM GOSHIP.COM OR BY WAY OF OR FROM OUR SERVICES OR SOFTWARE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

e) A SMALL PERCENTAGE OF SOME USERS MAY EXPERIENCE SOME DEGREE OF EPILEPTIC SEIZURE WHEN EXPOSED TO CERTAIN LIGHT PATTERNS OR BACKGROUNDS THAT MAY BE CONTAINED ON A COMPUTER SCREEN OR WHILE USING OUR SERVICES. CERTAIN CONDITIONS MAY INDUCE A PREVIOUSLY UNKNOWN CONDITION OR UNDETECTED EPILEPTIC SYMPTOM IN USERS WHO HAVE SHOWN NO HISTORY OF ANY PRIOR SEIZURE OR EPILEPSY. SHOULD YOU, ANYONE YOU KNOW, OR ANYONE IN YOUR FAMILY HAVE AN EPILEPTIC CONDITION, PLEASE CONSULT A PHYSICIAN IF YOU EXPERIENCE ANY OF THE FOLLOWING SYMPTOMS WHILE USING OUR SERVICES: DIZZINESS, ALTERED VISION, EYE OR MUSCLE TWITCHES, LOSS OF AWARENESS, DISORIENTATION, ANY INVOLUNTARY MOVEMENT, OR CONVULSIONS.

Indemnification

YOU EXPLICITLY ACKNOWLEDGE AND AGREE TO INDEMNIFY AND HOLD HARMLESS GOSHIP.COM AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS AGAINST ANY CLAIMS FOR ALL TYPES OF DAMAGES, LOSSES, LIABILITIES, SETTLEMENTS, AND EXPENSES (INCLUDING WITHOUT LIMITATION COSTS AND ATTORNEYS' FEES) IN CONNECTION WITH YOUR USE OF GOSHIP.COM OR ANY TERM OF THIS TOS. THIS INCLUDES, WITHOUT LIMITATION, DAMAGES RELATED TO LOST PROFITS, GOODWILL, USE, DATA, AND/OR ANY OTHER INTANGIBLE LOSSES, EVEN THOUGH THE COMPANY MAY HAVE BEEN ADVISED OF SUCH A POSSIBILITY THAT SAID DAMAGES MAY OCCUR OR RESULT FROM:

- a) THE USE OR INABILITY TO USE OUR SERVICE;
- b) THE COST OF PROCURING SUBSTITUTE GOODS AND SERVICES;
- c) UNAUTHORIZED ACCESS TO OR THE ALTERATION OF YOUR TRANSMISSIONS AND/OR DATA;
- d) STATEMENTS OR CONDUCT OF ANY SUCH THIRD PARTY ON OUR SERVICE;

e) AND ANY OTHER MATTER WHICH MAY BE RELATED TO OUR SERVICE.

Release

In the event you have a dispute, you agree to release GoShip (and its officers, directors, employees, agents, parent subsidiaries, affiliates, co-branders, partners, and any other third parties) from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, suspected or unsuspected, disclosed and undisclosed, arising out of or in any way connected to such dispute.

Special admonition related to financial matters

Should you intend to create or to join any service, receive or request any such news, messages, alerts, or other information from our Services concerning companies, stock quotes, investments, or securities, please review the above Sections Warranty Disclaimers and Limitations of Liability again. In addition, for this particular type of information, the phrase "Let the investor beware" is appropriate. GoShip's content is provided primarily for informational purposes, and no content that shall be provided or included in our Services is intended for trading or investing purposes. GoShip and our licensors shall not be responsible or liable for the accuracy, usefulness, or availability of any information transmitted and/or made available by way of our Services, and shall not be responsible or liable for any trading and/or investment decisions based on any such information.

Exclusion and limitations

There are some jurisdictions that do not allow the exclusion of certain warranties or the limitation of exclusion of liability for incidental or consequential damages. Therefore, some of the above limitations of sections "warranty disclaimers" and "limitation of liability" may not apply to you.

Third-party beneficiaries

You herein acknowledge, understand, and agree, unless otherwise expressly provided in this TOS, that there shall be no third-party beneficiaries to this agreement.

Notice

GoShip may furnish you with notices, including those with regards to any changes to the TOS, including but not limited to email, regular mail, MMS or SMS, text message, postings on our website Services, or other reasonable means are currently known or any

which may be hereinafter developed. Any such notices may not be received if you violate any aspects of the TOS by accessing our Services in an unauthorized manner. Your acceptance of this TOS constitutes your agreement that you are deemed to have received any and all notices that would have been delivered had you accessed our Services in an authorized manner.

Trademark information

You herein acknowledge, understand, and agree that all of the GoShip trademarks, copyright, trade name, service marks, and other GoShip logos and any brand features, and/or product and service names are trademarks and as such, are and shall remain the property of GoShip. You herein agree not to display and/or use in any manner the GoShip logo or marks without obtaining GoShip's prior written consent.

Copyright or intellectual property infringement claims notice & procedures

GoShip will always respect the intellectual property of others, and we ask that all of our users do the same. With regard to appropriate circumstances and at its sole discretion, GoShip may disable and/or terminate the accounts of any user who violates our TOS and/or infringes the rights of others. If you feel that your work has been duplicated in such a way that would constitute copyright infringement, or if you believe your intellectual property rights have been otherwise violated, you should provide us with the following information:

- a) The electronic or the physical signature of the individual that is authorized on behalf of the owner of the copyright or other intellectual property interest;
- b) A description of the copyrighted work or other intellectual property that you believe has been infringed upon;
- c) A description of the location of the site which you allege has been infringing upon your work;
- d) Your physical address, telephone number, and email address;
- e) A statement, in which you state that the alleged and disputed use of your work is not authorized by the copyright owner, its agents, or the law;
- f) And finally, a statement, made under penalty of perjury, that the aforementioned information in your notice is truthful and accurate, and that you are the copyright or

intellectual property owner, representative, or agent authorized to act on the copyright or intellectual property owner's behalf.

The GoShip Agent for notice of claims of copyright or other intellectual property infringement can be contacted as follows:

Mailing Address:

GoShip

Attn: Copyright Agent

2100 Wharton St., Suite 515

Pittsburgh, PA 15203

Telephone: 833-846-7447

Email: customer_service@goship.com

Closed captioning

Be it known that GoShip complies with all applicable Federal Communications Commission rules and regulations regarding the closed captioning of video content. For more information, please visit our website at <https://www.goship.com/>.

Entire agreement

This TOS constitutes the entire agreement between you and GoShip and shall govern the use of our Services, superseding any prior version of this TOS between you and us with respect to GoShip Services. You may also be subject to additional terms and conditions that may apply when you use or purchase certain other GoShip Services, Affiliate Services, third-party content, or third-party software.

Choice of law and forum

It is at the mutual agreement of both you and GoShip with regard to the TOS that the relationship between the parties shall be governed by the laws of the state of Pennsylvania without regard to its conflict of law provisions and that any and all claims, causes of action and/or disputes, arising out of or relating to the TOS, or the relationship between you and GoShip, shall be filed within the courts having jurisdiction within the County of Butler, Pennsylvania or the U.S. District Court located in said state. You and GoShip agree to submit to the jurisdiction of the courts as previously mentioned, and agree to waive any and all objections to the exercise of jurisdiction over the parties by such courts and to the venue in such courts.

Waiver and severability of terms

At any time, should GoShip fail to exercise or enforce any right or provision of the TOS, such failure shall not constitute a waiver of such right or provision. If any provision of this TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect.

No right of survivorship non-transferability

You acknowledge, understand, and agree that your account is non-transferable and any rights to your ID and/or contents within your account shall terminate upon your death. Upon receipt of a copy of a death certificate, your account may be terminated and all contents therein permanently deleted.

Violations

Please report any and all violations of this TOS to GoShip as follows:

Mailing Address:

GoShip

2100 Wharton St., Suite 515

Pittsburgh, PA 15203

Telephone: 833-846-7447

Email: customer_service@goship.com