

Terms and Conditions

Unless and to the extent otherwise specified in writing between applicant and CubeDash, LLC (“SELLER” or CubeDash), for the use of CubeDash’s services and/or the advancement of credit, individually, jointly and severally (“Customer”) agrees to the terms and conditions set forth below. These terms and conditions are expressly incorporated into all subsequent shipments, and may be referenced at the site location of these terms and conditions (<https://www.cubedash.com/terms-and-conditions/>).

The Customer agrees to these terms and conditions, which no agent or employee of the parties may change, alter or in any way transform. These terms and conditions shall apply to all shipments by Customer. CubeDash reserves the right to alter or amend these terms and conditions. If not stated within the carrier’s General Rules Tariff, the following Terms and Conditions shall control. In the case of conflict between the Terms and Conditions contained herein and those set forth by the individual selected carrier’s General Rules Tariff, the selected carrier’s General Rules Tariff show control; however, under no circumstance shall the scope of CubeDash’s liability be greater than specified in these Terms and Conditions. All terms, including, but not limited to, all the limitations of liability, shall apply to the selected carrier and their agents and contracted carriers.

Rates – Less than a Truck Load (LTL) rates are based on the freight class determined by the NMFC (National Motor Freight Classification) and are weight based. Truck Load (TL) rates are based on dock door pick up / dock door delivery and shipper load / consignee unload are state to state and mileage based. Additional charges may apply for charges including but not limited to, Tractor Detention, Trailer Detention, Driver Assistant, and Layover. Air Freight rates are based on the greater of actual or dimensional weight. If an Air Freight shipment contains oversize freight, additional charges and transit delays may apply. Van Line rates are driven by state to state/mileage, weight (actual or density) and commodity / product type. Flatbed rates are based on equipment type, state to state/mileage and weight. If a flatbed shipment contains oversize freight, additional charges and transit days may apply. All displayed transit times are estimates only and do not include day of pickup. Pickup dates are not guaranteed.

Terms of Payment – All Customers are subject to credit approval. CubeDash intends to perform a credit check on Customer at the point of enrollment. The amount of credit, if any, granted to the Customer is at the sole discretion of CubeDash. Subject to approval of Customer’s credit, net payment shall be due 15 days from invoice date unless otherwise noted in writing. Past-due invoices are subject to a service charge calculated on the outstanding balance, at the lesser of (i) the rate of one and one-half percent (1 ½)% per month or (ii) the highest legal rate authorized by applicable law. The service charge is not intended as an alternative to payment when due and upon delinquency further purchases may be declined and the Customer’s account may be referred for collection. Customer agrees to pay all the costs including reasonable collection costs, attorney’s fees and expenses related to the enforcement of applicant’s obligations hereunder. The customer is liable for all charges payable on account of such Customer’s shipment, including but not limited to transportation, fuel and other

applicable accessorial charges, including all adjustments issued by the carrier(s) after the shipment and all duties, customs assessments, governmental penalties and fines, taxes and CubeDash's attorney fees and legal costs allocable to this shipment and/or all disputes relative thereto. Customer agrees to pay any convenience fees charged by CubeDash, LLC. Related to the payment of services via credit card or other electronic payment methods. Unless otherwise agreed, Brokers scheduling shipments for clients shall be liable, jointly and severally, for all charges payable on account of such client's shipment. CubeDash shall have a lien on the shipments for all sums due it relating to this shipment or any other amounts owed by Customer. CubeDash reserves the right to amend or adjust the original quoted amount or re-invoice the customer if the original quoted amount was based upon incorrect information provided at the time of the original quote or if additional services by the carrier were required or otherwise authorized by the Customer to perform the pickup, transportation and delivery functions therein. When paying by credit card or electronic funds in advance of the shipment ("Pre-Pay"), the Customer agrees it will be responsible for all charges payable, including any adjustments, on account of such Customer's shipment. These charges and adjustments, if any, may be automatically debited from the Customer's credit card or bank account. Customer is permitted ten (10) business days from the date of the invoice to dispute any invoiced charges. If CubeDash does not receive a written dispute within the allowable ten (10) business days, the disputed item will be denied by CubeDash. The information can be provided to you prior to booking any shipment, or any time after the shipment. CubeDash reserves the right, at its sole discretion, to refuse any shipment at any time.

Warranties – The Customer is responsible for and warrants their compliance with all applicable laws, rules, and regulations including but not limited to customs laws, import and export laws and governmental regulation of any country to, from through or over which the shipment may be carried. The Customer agrees to furnish such information and complete and attach to the Bill of Lading such documents as are necessary to comply with such laws, rules and regulations. CubeDash assumes no liability to the Customer or to any other person for any loss or expense due to the failure of the Customer to comply with this provision. Any individual or entity acting on behalf of the Customer in scheduling shipments hereunder warrants that it has the right to act on behalf of the Customer and the right to legally bind Customer.

Bills of Lading – All Bills of Lading are NON – NEGOTIABLE and have been prepared by the enrolled Customer or by CubeDash on behalf of the Customer and shall be deemed, conclusively, to have been prepared by the Customer. Any unauthorized alteration or use of Bills of Lading or tendering of shipments to any carrier other than designated by CubeDash, or the use of any Bill of Lading not authorized or issued by CubeDash shall VOID CubeDash's obligations to make payments relating to this shipment and VOID all rate quotes. If the Customer does not complete all the documents required for carriage, or if the documents which they submit are not appropriate for the services, pick up or destination requested, the Customer hereby instructs CubeDash, where permitted by law, to complete, correct or replace the documents for them at the expense of the Customer. However, CubeDash, is not obligated to do so. If a substitute form of Bill of Lading is needed to complete delivery of this shipment and CubeDash completes that document, the terms of this Bill of Lading will govern. CubeDash

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

Limits of Liability and Claims – CubeDash has no responsibility, liability or involvement in the issuance of insurance, denial of insurance, or in the payment of claims. CubeDash does not carry insurance for customers. Any insurance purchased is purchased directly through the trucking company used or third-party insurance coverage providers.

The individual carrier's governing General Rules Tariff determines the standard liability cargo insurance coverage offered by all carriers. If the shipment contains freight with a predetermined exception value, as determined by the selected carrier, the maximum exception liability will override the otherwise standard liability coverage. Insurance information will be provided to the customer upon request.

Although CubeDash is not an insurance company or insurance agent, it will endeavor to assist Customer, in obtaining third-party coverage through insurers with which CubeDash maintains commercial relationships. Should Customer purchase such third-party coverage through the assistance of CubeDash and subsequently decide to cancel the Shipment after the coverage has been purchased, the fees for third-party coverage are non-refundable and will not be credited to Customer's account.

CubeDash will attempt to assist in the resolution of freight claims, but has no responsibility or liability related to any claim. All freight cargo claims should be submitted immediately to CubeDash to help ensure timely resolution. If the loss or damage is apparent, the consignee must note such loss or damage information on the bill of lading / delivery receipt. If the loss or damage is not apparent (concealed), the Customer must contact CubeDash within 3 days after taking delivery. The filing of a claim does not relieve the responsible party for payment of freight charges. Freight payment is necessary in order for a carrier to process a claim.

CubeDash is not liable for any loss, late-delivery, non-delivery, or consequential damages caused by the act, default or omission of the carrier, Customer or any other party who claims interest in the shipment, or caused by the nature of the shipment or any defect thereof.

CubeDash is not liable for losses, late-delivery or non-delivery caused by violation(s) by the Customer of any of the Terms and Conditions contained in the Bill of Lading or of the carrier's General Rules Tariff including, but not limited to, improper or insufficient packaging, securing, marking or addressing, or of failure to observe any of the rules relating to shipments not acceptable for transportation or shipments acceptable only under certain conditions.

CubeDash is not liable for losses, late delivery or non-delivery caused by the acts of God, perils of the air, public enemies, public authorities, acts or omissions of Customs or quarantine officials, war, riots, strikes, labor disputes, weather conditions or mechanical delay or failure of aircraft or other equipment. CubeDash is not liable for failure to comply with delivery or other instructions from the Customer or for the acts or omissions of any person.

Subject to the limitations of liability contained in the Bill of Lading and the carrier's General Rules Tariff, CubeDash shall only be liable for loss, damage, mis-delivery or non-delivery caused by CubeDash's own gross negligence. CubeDash's liability therefore shall be limited to the fees that CubeDash has earned with respect to the subject shipment.

CubeDash makes no warranties, express or implied, including, without limitation, warranties of merchantability or fitness for a particular purpose, with regard to deliveries or with regard to this website, information provided on this website or services related to transactions conducted on this website. CubeDash cannot guarantee delivery by any specific time or date. In any event, CubeDash shall not be liable for any special, incidental or consequential damages, including but not limited to loss of profits or income, whether or not CubeDash had knowledge that such damages might be incurred.

CubeDash is a freight broker. CubeDash is not a freight carrier as it does not transport cargo. Therefore, regardless of the terms and conditions of the freight carrier that performs the transportation services for the customer, CubeDash's liability shall be at most equal to the liability of the freight carrier performing the transportation services for the Customer. Instead, the terms and conditions of the freight carrier shall control the rights and responsibilities between the customer and the Freight Carrier. If you have any questions regarding carrier insurance or carrier liability, please contact CubeDash for more details.

Forum Selection and Choice of Law – Any claim, dispute or litigation relating to these Terms and Conditions, any shipment scheduled or tendered hereunder or through CubeDash's website, or relating to any and all disputes between CubeDash and the enrolled Customer, Shipper and/or Consignee and/or Brokers for any enrolled Customer. Shipper and/or Consignee shall be filed in the District Court of Los Angeles County, California and shall be subject to California law.

Changes to Terms and Conditions – CubeDash shall have the right at any time to change or modify the terms and conditions applicable to Customer's uses of CubeDash's Services, or to impose new conditions, including, but not limited to, adding fees and charges for use. Such changes, modifications, additions or deletions shall be effective immediately upon notice thereof, which may be given by means including, but not limited to electronic or conventional mail, or by any other means by which Customer obtains notice thereof. Any use of CubeDash's Services by Customer after such notice shall be deemed to constitute acceptance by Customer of such changes, modifications or additions.

Severability - In the event that any term, condition or provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall be unaffected.

Website Access – Customer agrees that all user I.D.'s, passwords, and information viewed on the web site shall be kept in strict confidence by all persons receiving access, and Customer warrants that no person shall in any way attempt to view information other than that

permitted by the limited access granted, or attempt to modify any aspect of the web site. Customer also agrees that it shall not knowingly populate the web site with data that is inaccurate, or in any way corrupted so as to cause damage to the web site or any of the other data situated on the web site. Customer further agrees to indemnify and hold CubeDash harmless from any and all damages, costs, actions, causes of action, regardless of nature, including but not limited to court costs attorney fees, which may arise from, out of or in connection with any act or omission of any person (whether or not an employee of agent of Customer) who gains access to, alters, or adds any data or information on the web site as a direct or indirect result of the access granted by CubeDash. Customer acknowledges that CubeDash reserves the right to terminate any and all access to the web site granted to any person pursuant, which termination of access may occur at any time, with or without notice, and for any reason or for no reason, in CubeDash's unfettered discretion.

Binding Effect - The individual purchasing the goods and/or services on behalf of Customer acknowledges and agrees that he/she has the express and actual authority to bind Customer to this Agreement. This Agreement will be binding upon and inure to the benefit of the Parties and their respective heirs, successors, and assigns.