



## Shipco Transport - Domestic

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Shipco does not accept ideas, concepts, or techniques for new services or products through Shipco Transport TMS. If such information is received, it will not be considered confidential and Shipco will be deemed free to use, communicate and exploit such information in any manner it chooses.

### Shipco Transport TMS Registration

By using Shipco Transport TMS, you agree to provide accurate and current information about yourself as prompted by the Shipco Transport TMS and maintain and promptly update your profile information to keep it accurate and current.

If you provide any information that is inaccurate or not current, or Shipco has reasonable grounds to suspect that such information is inaccurate or not current, Shipco has the right to suspend or terminate your Shipco Transport TMS registration. By registering with Shipco Transport TMS, you will receive a user I.D. and password. That can be changed under 'Manage Accounts'. You are responsible for maintaining the confidentiality of the password and user I.D., and you are responsible for all activities that occur under your password and user I.D. You agree to (a) immediately notify Shipco of any unauthorized use of your user I.D. and password, and (b) ensure that you exit from your Shipco Transport TMS session at the end of each visit.

Changes to Shipco Transport TMS and its content, including without limitation the information, graphics, products, features, functionality, services, and links (collectively the "content") may be changed, deleted or updated without notice.

### Terms

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### Indemnity

You hereby release, and agree to indemnify and hold harmless Shipco Corporation and its subsidiary corporations and their respective officers, directors, employees and agents from any and all claims,

demands, causes of actions, liabilities, damages, costs and expenses, including reasonable attorneys' fees, arising out of your use or viewing of Shipco Transport TMS and its content.

#### TSA Approved Truck Carriers

Certain services are offered through truck carriers who may operate in accordance with TSA IAC standards. When shipments are booked through Shipco Transport TMS with any such carrier, Shipco Transport shall not be deemed an Authorized Representative as defined in TSA Indirect Air Carrier Standard Security Program (IACSSP). It is the sole responsibility of the customer to establish such an agreement with the truck carrier directly.

If a pick-up is booked through Shipco Airfreight AND Shipco Airfreight is handling the airfreight shipment through to destination, the transaction will be carried out under Shipco Airfreight's IACSSP.

#### Links to other Websites

There are links on Shipco Transport TMS sites which allow you to visit the sites of third parties. Neither these sites nor the companies to whom they belong are controlled by Shipco. Shipco 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. Shipco 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. Privacy Policy [Click here](#) to access the Shipco Privacy Policy governing the use of information acquired from you through Shipco Transport TMS.

#### Controlling Law and Severability

This Agreement and your use of Shipco Transport TMS is governed by and construed in accordance with the laws of the United States and the State of New Jersey, excluding its conflict of laws provisions. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or a portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible. Any cause of action with respect to Shipco Transport TMS or this Agreement must be instituted within one year after the claim or cause of action has arisen or be barred and must be brought in a court of competent jurisdiction within Hudson County, New Jersey. This Agreement may not be changed or modified without the written consent of Shipco.

#### Rates

Any and all rates quoted are subject to change and final verification. All inland transportation rates are estimated and are subject to change and final verification with the inland transportation service provider.

#### Confidentiality

In connection with the Customer's access to information via the internet, intranet, extranet, and Shipco Transport TMS (collectively known as the "proprietary information"), the Customer acknowledges the proprietary and confidential nature of the proprietary information. Customer agrees during and after the term of their business relationship with Shipco not to disclose to anyone or make use in any way of the proprietary information except as required in line with duties regarding said relationship with Shipco or pursuant to written permission from Shipco to do so. Customer also agrees that access to the proprietary information is granted to his company and employees thereof by Shipco for business purposes only linked to the business relationship with Shipco and that Customer's use of such systems may be monitored at Shipco's discretion. Customer may not use such resources for personal business and may not copy or any of the proprietary information. Customer is obligated to give Shipco a list of employees to whom Customer has allowed access to proprietary information. Customer is further obligated to notify Shipco immediately of any change to this list. Customer is furthermore obligated to assign one login and one password per user. These should under no circumstances be distributed nor shared between the staff. Login and password are strictly for individual use only. Client is ultimately responsible to ensure that employees nominated by the Customer to have access to proprietary information comply as per the above. Should any employee contravene the above agreement, Shipco is at liberty to hold the Customer responsible for their employee's actions.

By accepting logins and passwords to Shipco Transport TMS, the undersigned customer understands and agrees to the aforestated Terms & Conditions.

*[Customer]*

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*Signature*

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*Print*

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*Title*

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*Date*

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