

FREIGHTSCORE

TERMS OF USE - 05/01/2024

This is a simple contract that regulates our relationship and activities within FreightScore.net:

We've written it to be as readable, fair, and concise as legally possible, but we always welcome your questions and concerns at team@freightscore.net or via P.O. Box 6581, Cinti, OH 45206.

Legal process or notices may be served at 6545 N Market Ave, Suite 100, Canton, OH 44721, which is the officially registered agent of FreightScore Ltd., an Ohio limited liability company.

Whether you are a registered and/or paying user of our services or not, if you visit our website or make contact with us in any capacity, you agree to be bound by these terms as quickly and for as long as is legally permissible. We may refuse access to any user (personal or corporate) at any time and for any reason, after which point we will not charge said account any new fees.

You agree to notify us of any discrepancy and/or disagreement with these terms immediately, and then you agree to immediately cease to use our site until receiving written confirmation of our amendment to these terms, or our granting of an exception, and *only* if that is its resolution.

You agree that in registering, interacting with the site, posting content or materials, editing data, viewing records, uploading and downloading files and managing accounts, you always have the requisite legal and/or contractual authority to take the actions being performed by yourself, including on behalf of any legal entity which you represent or with which you are associated. This shall include all types of corporations, companies and limited liability companies, DBA or trade names (duly registered, as applicable), partnerships, joint ventures, etc., whether the entity is a registered and/or regulated freight/logistics entity or not. It will be assumed that all users of the site are acting in non-personal capacities- either professionally or academically.

You agree that our offerings may change at any time, including the types of content, coverage of subjects, the focus of our data, subsequent analysis tools, user configuration features, etc. and such changes may amount to increases in prices or implementation of charges where products were once free. We commit to disclosing these changes at our earliest convenience, and to use industry safety and sustainable accessibility as the guiding principles in making such decisions. In general, we strive to facilitate as much free data and analysis tools as we can afford to offer.

You also agree that the data displayed is currently experimental and while highly qualified from official sources, you should corroborate individual data points of concern with another source until we update you otherwise. You agree to hold FreightScore harmless from any and all claims of loss, damage, injury, etc. due to the presence or absence of any particular data type, result, analysis, visual or functionality on our platform. We agree to openly explain our data processes in a way that is understandable and repeatable, and follow them to prevent platform "errors".

You agree not to share information from FreightScore (visually, via the website, and otherwise) with third parties without our explicit and written permission. Generally, all data available to you is available to other registered users, so please direct any third-parties to register themselves. You agree not to use FreightScore's name, logo, design, website, source code, methods and processes, customer information, confidential documents, and served data for any purpose other than the usual access afforded to your user account. You agree not to share access to this account to unauthorized individuals not affiliated with your organization, and you will strive to register each such person with their own unique email-associated account, properly verifying that account as an authorized representative of your company/parent legal entity, if applicable. We reserve the right to audit sign-in activity, prevent multiple simultaneous logins, and to restrict accounts of any type to certain geographies, times of day, device profiles, etc. as we see fit.

Should your account become compromised or you suspect fraud (on any account, of any type) you agree to let us know immediately; we will follow the same agreement if we detect anything unusual on our platform that could potentially affect your identity or account, as well as industry trends and emerging threats that materially affect the industry as a whole, as we learn of them.

Should you elect to subscribe to and/or pay for any offerings on our site, you agree that the nature of our relationship shall be transactional only (with no employment and no term implied) and as consultants only, not contractors or subcontractors. You shall have the right to cancel any ongoing charges immediately, but you waive any right to a refund once payment is made. We may offer multiple methods of payment and agree to store them in compliance with all laws and remove them upon your request. Any subscription you enter is agreed to be willingly and knowingly made, with acknowledgement of both this section and your user payment options. Should your account become delinquent, issue chargebacks or returned payments, or attempt other illegal or damaging activity, FreightScore reserves all legal and operational rights it has.

You understand that FreightScore is not a legal service, insurance agency, underwriter, freight broker, freight forwarder, hazmat carrier, private carrier, common carrier, contract carrier, motor carrier (of any type), debt collector, factoring company, government entity, or any of the like and you will not represent or make claims to the contrary. You agree to represent yourself and any parent company according to the actual legal registration type issued to you by the applicable government agencies (i.e. divulge your MC, DOT, FF, MX, etc. numbers accurately and fully) when registering, maintaining your accounts, and contacting FreightScore and our other users.

You may not use FreightScore as a "TMS", "Load Board", or for tracking or accounting purposes and understand that it does not fit that purpose. FreightScore shall have no involvement in the payment of freight, the handling of claims, or any communications and/or legal action or notice between such parties as shippers, consignors, consignees, receivers, carriers, forwarders, brokers, warehousemen, crossdock/restack/lumper/labor facilities, tow/recovery companies, insurance agencies, representatives, adjusters, and underwriters, and factoring companies, except to the extent it is legally compelled (by demonstrable law and precedent, or court order) to participate and/or respond in the same. FreightScore assumes no liability for the protection of data or our adherence to this policy, which exists only to clarify our lack of legal privity to freight.

You may not use FreightScore in a bulk capacity where your usage entails mass scraping, downloading, copying, imaging, duplicating, replicating, exporting, or otherwise taking the whole or any substantial part thereof our database, website, systems, functions, processes, and tools. This applies whether you intend for any commercial activity upon our data (i.e. reselling) or not, and shall be grounds for immediate termination of access and initiation of legal recovery. Any unusual, robotic, bulk, abusive, or spam activity without our prior written consent shall be seen as fair grounds for the same recourses. You should always ask us if you feel your usage may raise alarms, and we'll be happy to discuss how we can help you accomplish your plan.

You agree to have read our 'Privacy Policy' in full and agree to it as with these terms before any usage of our website and services and before any non-legal contact with FreightScore. You also agree that you understand your cookie settings to correctly reflect your privacy decision and will hold us harmless of any privacy-related laws regarding cookies, cache, user data, accessibility, etc. except if you properly notice us of our breach of the same laws and we have reasonable time to respond and/or amend the breach. We always appreciate such feedback as we strive to remain in as widespread compliance, as quickly as possible, for all of our protection.

You agree to apply common sense internet community etiquette whenever the opportunity arises, especially in communicating with other FreightScore users or the subjects of our data. You agree not to communicate, solicit, market, or otherwise contact individuals associated or directly listed on our website for personal reasons (i.e. keep it professional and about freight). You agree not to defame, slander, or libel any entity using our website and/or services for any reason whatsoever and assume sole liability for any such actions. You hereby agree that in any legal action regarding content you created that FreightScore shall not be a party to that action. If FreightScore is sued, charged with, proceeds to trial for, is held liable for, or does actually repay any amount which it reasonably deduces to have been caused by your actions, we reserve the right to countersue you or otherwise legally recover any losses, as well as any costs of defense and trial, at any stage in such an action or threat of action which includes FreightScore. No part of these terms shall be construed as a waiver of FreightScore Ltd's rights to any consequential, special, punitive, exemplary, and incidental damages, but you absolutely and permanently waive any claim to these damages, as well as any claim of injury, loss, or death, against FreightScore.

We both agree to undertake reasonable efforts to preempt any such costly or untimely legal act by way of casual mediation, and then professional arbitration at a mutually agreed upon arbiter with costs split evenly between the involved parties, and only after reasonably exhausting these methods or so attempting may each party file legal actions against the other. We agree to be subject to the law of Hamilton County, Ohio, United States of America and that the venue and jurisdiction shall be courts of the same county, whether local, county, state, or federal in nature.

You may agree to other terms that apply to our website and your usage thereof throughout our relationship; those shall be incorporated fully herein but these terms as-is shall take priority in case of conflict. Any other conflicting content will be considered null and void in light of these terms, unless accompanied by written clarification from FreightScore to the contrary. Each part of these terms shall survive independently, but may be countersigned in parts as one whole.