

# **Shiplify, LLC Privacy Policy**

## **Overview**

Shiplify, LLC (alternately, "**Shiplify**", "we", "us" or "our") respects your privacy and is committed to complying with this privacy policy ("**Privacy Policy**"), which describes what information we collect about you, including how we collect it, how we use it, with whom we may share it and what choices you have regarding our use of your information. This Privacy Policy applies to information collected on our website located at [www.shiplify.com](http://www.shiplify.com) or through our portal at <https://tariffs.shiplify.com> (the "**Website**") and all interactive features, applications, portals, widgets, social networks and social network "tabs", and other online or wireless offerings that post a link to this Privacy Policy, whether accessed via computer, mobile device or other technology or any associated content, material, or functionality contained on the Website (collectively, the "**Services**" and, together with the Website, the "**System**"). As used herein, "**you**" and "**your**" refer to the individual accessing this Website.

## **Changes to our Privacy Policy**

We may change this Privacy Policy at any time, and the most recent version of the Privacy Policy is posted on our Website. All updates and amendments are effective immediately upon notice thereof, which we may give by any means, including, but not limited to, by posting a revised version of this Privacy Policy on the Website. The version of this Privacy Policy as posted here: [www.shiplify.com](http://www.shiplify.com) on each respective date you visit the System shall be the Privacy Policy applicable to your access and use of the System on that date. Our electronically or otherwise properly stored copy of this Privacy Policy shall be deemed to be the true, complete, valid and authentic copy of the version of this Privacy Policy which was in force on each respective date you visited the System.

## **What Information Do We Collect?**

As described below, we may collect certain identifying information from or about you in connection with your use of, or your submissions to, the System (collectively, the "**Collected Information**"). Collected Information includes, without limitation, any information that may be used to identify an individual, including, but not limited to, a first and last name, a home, business, or other physical address, business name, a phone number, an email address, employer name, and employer information (*i.e.*, employer address and other identifying information).

## **Cookies**

By placing a small file known as a "cookie" on your computer (or other device), Shiplify's and its third party service providers' servers passively gather information about all visitors' use of the System for several reasons, including, but not limited to, the following: statistics collection and analysis, System optimization, analytics (as described below), and maintenance of user login information. The information that we and our third party service providers track with cookies

includes, but is not limited to, the type of browser (such as Google Chrome or Internet Explorer) and Internet-connected devices being used to access the System, your Internet protocol ("IP") address, your home domain or Internet service provider, your referrer URL (which is the URL for the website that you were viewing prior to visiting the System), how you were directed to the System, which specific pages you access on the System, how long you view each page, the time and date you access our System and the total number of visitors to the System and any portions thereof. We, and/or our third party service providers, may use the information collected from cookies or similar files on your computer for security purposes (such as authentication), to facilitate site navigation and to personalize your experience while visiting the System. This data helps us and our third party service providers improve our respective product and services.

## **Google Analytics and Web Beacons**

Our System does not use Google Analytics or web beacon technology.

## **Correspondence**

We welcome your messages at our "Contact Us" page, which you can find via email to **support@shiplify.com**. If you correspond with Shiplify through the System or via email, the Collected Information may include the content of, and metadata regarding, any correspondence you may have with us. We may share your messages with those within our organization who are most capable of addressing the issues contained in your message, and we may archive your message.

## **Online Account Management**

If you elect to subscribe to any online services provided via the System, including the ability to access any password-protected areas of the System, you will be required to submit personal information (including some Collected Information) for the purpose of verifying your identity and your authority to manage the account. This Collected Information will be used exclusively by Shiplify, our agents, and third-party service providers for internal use and to respond to your service requests.

## **How Do We Use The Information That We Collect?**

Shiplify and our third party services providers collect and use the Collected Information to operate the System, including to provide certain services and improve the user experience, address System integrity or security issues, and conduct research and analysis to maintain, protect, develop, and improve the System. We may send you information that you request from us, our promotional materials, and any other communication for other business purposes. Additionally, we may retain and use certain Collected Information to address inquiries or requests regarding the Services or the System, or respond to your questions or requests for information from Shiplify. We may also use Collected Information as necessary to ensure compliance with any Shiplify policies and any applicable law, regulation or order.

Except as set forth in this Privacy Policy, Shiplify will not use, disclose, or transfer your Collected Information unless:

- (1) you expressly authorize Shiplify to do so;
- (2) it is necessary to allow Shiplify's service agents and third-party providers to provide products or services for or to Shiplify;
- (3) it is necessary in order to provide the System or the services offered through the Website;
- (4) Shiplify is sending you other information that may be useful to you;
- (5) subject to applicable restrictions, it is disclosed to entities that perform marketing services on Shiplify's behalf or to other entities with whom Shiplify has joint marketing agreements;
- (6) it is necessary to protect the confidentiality or security of your records;
- (7) it is necessary in connection with other business purposes including, without limitation, verifying identity, age, and/or payment details, investigating complaints about the System, risk assessment, security, fraud and crime prevention and detection, monitoring, research and analysis, marketing, customer purchasing preferences and trends and dispute resolution;
- (8) it is necessary to comply with law enforcement, governmental mandate, or other legal requirement, subpoena or court order;
- (9) it is necessary to establish or exercise our legal rights, to assert and defend against legal claims, or if we believe such disclosure is necessary to investigate, prevent, or take other action regarding actual or suspected illegal or fraudulent activities or potential threats to the physical safety or well-being of any person;
- (10) subject to applicable contractual or legal restrictions, it is necessary in connection with a sale of assets of Shiplify, the merger of Shiplify into another entity, or any consolidation, share exchange, combination, reorganization, or like transaction in which Shiplify is not the survivor; or
- (11) it is otherwise necessary for Shiplify to disclose it as required or permitted by law.

## **With Whom Do We Share Information That We Collect?**

In addition to the sharing described above, it may be necessary for us to share some of your Collected Information with certain third parties, including payment processors, in order to process your requested transaction, or to operate the System and provide the services offered through the Website.

We do not sell personal information about our System users to third parties for their marketing purposes, or otherwise, except as specifically provided in this Privacy Policy.

## **What Choices Do You Have?**

When submitting information, corresponding, making requests for information, and otherwise interacting with Shiplify and its representatives through or in connection with the System, you choose what information to supply or submit, whether you wish to receive further information, and how you may be contacted. Please take care to share only such information as is needed to

complete the transaction. Any promotional email we send to you will contain a link which will allow you to opt out of receiving any further correspondence. If you have created an online account, you may also change your correspondence preferences by logging into your account. You may disable your online account access at any time; however, this will not necessarily result in the deletion of any Collected Information.

## **How Do We Protect Information Collected About You?**

Shiply takes commercially reasonable measures to secure and protect information transmitted via or stored on the System, and we maintain appropriate physical, electronic, and procedural safeguards to protect such information. Nevertheless, we cannot guarantee that information you submit through the Website will be completely secure.

## **Social Media Platforms and Websites; Linked Websites**

Any submission that you make to any of our pages on a social media platform or website is at your own risk and without any expectation of privacy.

If any hyperlinks may be posted on the System that link to other websites not under our control, we are not responsible for, and this Privacy Policy does not apply to, the privacy practices of those sites or of any companies that we do not own or control.

## **User-Provided Content**

Any information, communications, or material of any type or nature that you submit to the System by e-mail, posting, messaging, uploading, downloading, or otherwise is done at your own risk and without any expectation of privacy.

Additionally, in the event that we offer a message board or any other interactive or social-type feature on the Website, please be aware that these areas may allow you to post, and share with other users, certain messages, content, or other information. We encourage you to be wary of giving out any personal information, or any personal information of others to which you may have access, in such forums. The information you post can be collected and used by other people. We cannot guarantee the privacy and safety of these areas and are therefore not responsible for any information you choose to post. Your use of these features is fully at your own risk.

## **Children**

The System (including the Website and Services included therein) is intended for a general audience and is not intended for use or view by children under 13 years of age without parental consent, and we do not knowingly collect information about children or sell products to children. Consistent with the Children's Online Privacy Protection Act, we will not knowingly collect any information from children under the age of 13.

## **Visiting The System From Outside The United States**

If you are visiting the System, or any part thereof, from outside of the United States, please be aware that your information may be transferred to, stored or processed in the United States. The data protection and other laws of the United States and other countries might not be as comprehensive as those in your country. By using any portion of the System, you understand and consent to the transfer of your information to our facilities in the United States and those third parties with whom we share it as described in this Privacy Policy.

## **Do Not Track Requests**

We do not monitor or follow any Do Not Track browser requests.

## **Whom Can You Contact For More Information?**

If you have any questions concerns, or wish to request additional information, please contact us at [support@shiplify.com](mailto:support@shiplify.com)

This Privacy Policy was last updated on January 1, 2023.

## **SHIPLIFY, LLC**

### **Terms of Use / Website & Portal**

Please read the following terms and conditions (these “**Terms of Use**”) carefully. These Terms of Use govern your access to and use of the Shiplify website located at [www.shiplify.com](http://www.shiplify.com) or <https://tariffs.shiplify.com> (the “**Website**”), any associated Content (as defined below) (the Website, together with the Content, are collectively referred to as the “**System**”), and the services, features, functionality, and offers made available through the System (the “**Services**”).

In these Terms of Use, “**you**” and “**your**” refer to: (a) you, the individual accessing the System and/or using the Services, (b) any electronic agent accessing the System and/or using the Services on behalf of an individual or business entity, and (c) the business entity on whose behalf an individual or electronic agent is accessing the System and/or using the Services; and “**Shiplify**,” “**we**,” “**us**,” or “**our**” refers to Shiplify, LLC and all of its respective members, affiliates, subsidiaries, directors, officers and employees.

**These Terms of Use constitute a contract between you and Shiplify. By accessing, browsing, downloading, installing, using, or registering to receive the System or the Services, you acknowledge that you have read and understood these Terms of Use and that you accept and agree to be bound by them in full. If you do not agree to these Terms of Use, do not use any portion of the System or the Services.**

#### **Changes to the Terms of Use**

We may change these Terms of Use at any time, and all updates and modifications are effective immediately upon notice thereof, which we may give by any means, including, without limitation, by posting a revised version of these Terms of Use on our Website. The version of these Terms of Use as posted to [www.shiplify.com](http://www.shiplify.com) on each respective date you visit the Website will be the Terms of Use applicable to your access and use of the System and the Services on that date. If Terms of Use are revised by us; we will notify you in writing.

Our electronically or otherwise properly stored copy of these Terms of Use shall be deemed to be the true, complete, valid, and authentic copy of the version of the Terms of Use that were in force on each respective date you visited the Website. We reserve the right to terminate these Terms of Use, or to refuse, restrict, or discontinue access to the System or use of the Services (or any portions, components, or features thereof) to you or any other person or entity, for any reason or for no reason whatsoever, at any time, without notice or liability.

#### **Privacy Policy**

You agree to review Shiplify’s website privacy policy (the “**Privacy Policy**”) posted on this Website, which can be accessed in the Shiplify portal under documents.

#### **Ownership of the System and Access License**

You understand and agree that Shiplify owns, or, as applicable, has been licensed by third parties to use, all right, title, and interest in and to the System and the Services, and all information, text, data, computer code, artwork, databases, graphics, images, logos, software, and other

materials contained therein, and the compilation, collection, design, selection, and arrangement thereof (collectively, the “**Content**”), as well as the design, structure, selection, coordination, expression, “look and feel,” and arrangement of such Content.

You acknowledge that the System and the Services are proprietary to Shiplify and are protected by applicable intellectual property and other proprietary rights, laws, and treaties of the United States and other countries, and that you acquire no ownership interest in the System or the Services by accessing and using either. For the avoidance of doubt, “Content” does not include any Third Party Materials (as defined below) or any features, opportunities, or services made available through third party websites.

Shiplify grants you a non-exclusive, non-transferable, non-sublicensable, revocable, limited license to use the System and the Services, solely for your personal or internal business use, in a manner that is not competitive with Shiplify and subject to the condition that you do not (and do not allow any third party to) copy, modify, or create derivative works of, reverse engineer, reverse assemble, or otherwise attempt to discover any source code of, or sell, assign, sublicense, grant a security interest in, or otherwise transfer any right in or access to, the System, the Services, or any Content available via the System or the Services. All rights not expressly granted to you in these Terms of Use are reserved and retained by Shiplify.

### **Use of the System and Services**

Shiplify reserves the right to do any of the following at any time without notice: (a) modify, suspend, or terminate operation of or your access to the System, the Services, or any portion thereof, for any reason, without notice or liability; (b) modify or change the System, the Services, or any portion thereof, and any applicable policies or terms; and (c) interrupt the operation of the System, the Services, or any portion thereof, as necessary to perform routine or non-routine maintenance, perform error correction, or make other changes.

Any use or attempted use of the System and/or the Services (i) for any unlawful, unauthorized, fraudulent or malicious purpose; (ii) that could damage, disable, overburden, or impair any server, or the network(s) connected to any server; (iii) that could interfere with any other party's use and enjoyment of the System or the Services; (iv) to gain unauthorized access to any other accounts, computer systems or networks connected to any server or systems through hacking, password mining or any other means; (v) to access systems, data or information not intended by Shiplify to be made accessible to a user; (vi) to attempt to obtain any materials or information through any means not intentionally made available by us; or (vii) for any use other than the purpose for which it was intended, is prohibited.

In addition, in connection with your use of the System and the Services, you agree you will not:

- (a) create a false identity for the purpose of misleading others or impersonate any person or entity, including, without limitation, any Shiplify representative, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- (b) register, subscribe, attempt to register, attempt to subscribe, unsubscribe, or attempt to unsubscribe, any party for any products or services if you are not expressly authorized by such party to do so;

- (c) upload or transmit any materials that you do not have a right to reproduce, display or transmit under any law or under contractual or fiduciary relationships (such as nondisclosure agreements);
- (d) upload or transmit files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another;
- (e) probe, scan, test the vulnerability of or breach the authentication measures of, the System or any related networks or systems;
- (f) use any robot, spider, scraper, or other automated or manual means to access the System or the Services, or copy any Content or information thereon;
- (g) use any logo or trademark of Shiplify as a hyperlink "button", or in any other manner, without Shiplify's express written consent, or remove, alter or obscure any proprietary notice of Shiplify or its suppliers, licensors, or content providers;
- (h) cause the hyperlink to the System, or to another Shiplify site or any Content, to be displayed in any way that is disparaging to Shiplify or any affiliated or associated entity or otherwise implying or stating that any type of relationship or special arrangements exist with Shiplify and any other entity; or
- (i) violate any applicable federal, state, local, or international law, rule, or regulation.

### **Accounts, Passwords, and Security**

In order to use the System or the Services, you may need to set up an account (including establishing a login ID and password). You are entirely responsible for maintaining the confidentiality of your account information, including your login ID and password, and for any and all activity that occurs under your account or login ID, whether or not authorized by you. You agree to notify Shiplify immediately upon learning of any unauthorized use of your account, login ID, or password or any other unauthorized access or breach of security.

You may not use any other user's account, login ID, or password at any time without the express permission and consent of the holder of that account, login ID, or password. You may not transfer or assign your account.

Shiplify will not be liable for any loss or damage arising from your failure to comply with these obligations.

### **Submissions**

Any information, communications, or material of any type or nature that you submit to the System by e-mail, posting, messaging, uploading, downloading, or otherwise (collectively, a "**Submission**") is done at your own risk. You hereby represent and warrant that you have the full legal right to so use such Submissions and that they, and any content or material contained therein, are not confidential or proprietary to any third party, nor are you using it in violation of any law or contractual restriction.

Shiplify neither actively monitors general use of the System or the Services, nor exercises editorial control over any Submissions. However, Shiplify does reserve the right to monitor such Submissions or other use at any time as it deems appropriate and to remove any materials that, in Shiplify's sole discretion, may be illegal, may subject Shiplify to liability, may violate these Terms of Use, or are inconsistent with Shiplify's purpose for the System or the Services, and you hereby consent to such monitoring.

## **Electronic Communications**

When you use the System and/or Services or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on the System and/or Services. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You further agree that any notices provided by us electronically are deemed to be given and received on the date we transmit any such electronic communication as described in these Terms of Use.

## **Representations and Warranties**

You represent, warrant and covenant to Shiplify as follows as of each date you access the System and/or Services: (a) you are an individual resident of the United States, and are 18 years of age or older; (b) the execution, delivery, and performance of these Terms of Use and the consummation of the transactions contemplated hereby are within your power and legal right; (c) if you are accessing the System or the Services on behalf of a company or another third party, you have all requisite power and authority to act on behalf of such company or third party; (d) all information that you provide to us in connection with your access to and use of the System and the Services is and will be true, accurate, and complete in all material respects, and disclosure of such information to us has been properly authorized at the time of such disclosure (and such authorization has not been revoked); and (e) you shall not use the System or the Services for any unauthorized purpose.

## **Disclaimers**

You acknowledge and agree that your use of the System and the Services is at your own risk.

EXCEPT AS OTHERWISE AGREED TO IN WRITING BY SHIPLIFY, THE SYSTEM AND THE SERVICES (INCLUDING, WITHOUT LIMITATION, ANY CONTENT CONTAINED THEREIN) ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITHOUT WARRANTIES OR GUARANTEES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES IMPLIED BY A COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE.

SHIPLIFY DOES NOT REPRESENT, WARRANT OR COVENANT THAT: (A) THE SYSTEM AND THE SERVICES ARE OR WILL BE ACCURATE, CURRENT, COMPLETE, FREE OF TECHNICAL AND TYPOGRAPHICAL ERRORS, SECURE, RELIABLE, OR APPROPRIATE FOR ANY PARTICULAR USE TO WHICH YOU OR ANY THIRD PARTY MAY CHOOSE TO PUT THEM; (B) THE SYSTEM AND THE SERVICES ARE OR WILL BE AVAILABLE ON AN UNINTERRUPTED AND ERROR-FREE BASIS; (C) DEFECTS WILL BE CORRECTED; OR (D) THE SYSTEM AND THE SERVICES ARE FREE OF VIRUSES

OR OTHER DISABLING DEVICES OR HARMFUL COMPONENTS. SHIPLIFY PERIODICALLY AMENDS, CHANGES, ADDS, DELETES, UPDATES, OR ALTERS THE SYSTEM AND THE SERVICES WITHOUT NOTICE. FURTHER, SHIPLIFY ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS IN THE CONTENT OF THE SYSTEM OR THE SERVICES. SHIPLIFY SPECIFICALLY DISCLAIMS ANY DUTY TO UPDATE THE CONTENT, OR ANY OTHER INFORMATION ON THE SYSTEM OR THE SERVICES. EXCEPT AS SPECIFICALLY AGREED TO IN WRITING AND AS REFLECTED IN OUR PRIVACY POLICY, SHIPLIFY DISCLAIMS ANY WARRANTY OR REPRESENTATION THAT CONFIDENTIALITY OF INFORMATION TRANSMITTED THROUGH THE SERVICES WILL BE MAINTAINED.

### **Limitation of Liability**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SHIPLIFY, ITS, SUPPLIERS, LICENSORS, OR CONTENT PROVIDERS BE LIABLE TO YOU OR ANY OTHER THIRD PARTY FOR ANY LOSS, COST, DAMAGE, OR OTHER INJURY, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH YOUR ACCESS TO, USE OF, OR RELIANCE ON THE SYSTEM OR THE SERVICES, INCLUDING WITHOUT LIMITATION, ANY CONTENT CONTAINED THEREIN. UNDER NO CIRCUMSTANCES SHALL SHIPLIFY, ITS SUPPLIERS, LICENSORS, OR CONTENT PROVIDERS BE LIABLE TO YOU OR ANY OTHER THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, OR SIMILAR DAMAGES OR COSTS (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR DATA, LOSS OF GOODWILL, LOSS OF OR DAMAGE TO PROPERTY, LOSS OF USE, BUSINESS INTERRUPTION, AND CLAIMS OF THIRD PARTIES) ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF USE, THE SYSTEM, OR THE SERVICES, EVEN IF SHIPLIFY WAS ADVISED, KNEW, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES OR COSTS.

WITHOUT LIMITING ANY OF THE FOREGOING, IF SHIPLIFY, ITS SUPPLIERS, LICENSORS, OR CONTENT PROVIDERS IS FOUND LIABLE TO YOU OR TO ANY THIRD PARTY AS A RESULT OF ANY CLAIMS OR OTHER MATTERS ARISING UNDER OR IN CONNECTION WITH THESE TERMS OF USE, THE SYSTEM, OR THE SERVICES, SHIPLIFY AND SUCH PARTIES' CUMULATIVE, AGGREGATE, AND MAXIMUM LIABILITY FOR ALL SUCH CLAIMS AND OTHER MATTERS IN ANY CALENDAR YEAR SHALL NOT EXCEED THE GREATER OF \$100 USD OR THE TOTAL NET AMOUNT PAID BY YOU TO SHIPLIFY FOR THE SERVICES DURING THE MONTH IN WHICH THE CLAIM AROSE.

### **Indemnification**

In addition to, and without limiting, any other indemnities elsewhere in these Terms of Use, you shall indemnify, defend and hold harmless Shiplify and its licensors from and against any claims, demands, suits or other proceedings, and all resulting loss, damage, liability, cost, and expense (including fees or costs of attorneys, accountants, professional advisors, and other experts) in connection with or arising out of the following: (a) your access to or use of the System and/or Services; (b) your breach of these Terms of Use; (c) your violation of any applicable laws, rules, or regulations; (d) your fraud, negligence or willful misconduct; or (e) your violation of the rights of a third party. You will promptly notify Shiplify in writing of any third-party claim arising out of or in connection with your access to or use of the System and/or Services. All rights and duties of indemnification that are set forth herein shall survive termination of these Terms of Use.

## **Typographical Errors**

The System and the Services could include technical inaccuracies or typographical errors. Shiplify shall have no liability in connection with any such inaccuracies or errors, nor shall Shiplify have any obligation to identify and/or correct any such inaccuracies or errors.

## **Links to Other Websites**

For your convenience, certain hyperlinks may be provided on the System and the Services that link to other websites or social media platforms which are not under the control of Shiplify (the "**Linked Websites**"). Shiplify does not endorse or sponsor any Linked Websites and is not responsible for the availability, accuracy, content, or any other aspect of the Linked Websites. Shiplify disclaims all liability for such websites, for all access to and use thereof, and for use of the links to such websites. We also disclaim all liability, and make no representations or warranties, with respect to any products or services made available, sold, or provided to you by any third party. Your use of Linked Websites and any purchases of products or services from such Linked Websites are subject to the terms and conditions of such other websites. You agree that you will bring no suit or claim against Shiplify arising from or based upon any such use of any Linked Websites. Hyperlinks to such Linked Websites on the System and the Services do not imply that: (a) Shiplify is affiliated or associated with any Linked Website; (b) Shiplify is legally authorized to use any trademark, trade name, logo, or copyright symbol displayed in connection with or accessible through such links; or (c) any Linked Website is authorized to use any trademark, trade name, logo, or copyright symbol of Shiplify.

## **Disclaimer of Third Party Information**

To the extent that any information, material, or functionality on the System and the Services is provided by third party content providers ("**Third Party Materials**"), Shiplify has no control or responsibility over such Third Party Materials. Therefore, any opinions, statements, products, services, or other Third Party Materials are those of the applicable third party. Shiplify does not represent or endorse the accuracy or reliability of any opinion, statement or other information provided by any third party (including any Submissions), or represent or warrant that your use of any Third Party Materials will not infringe rights of third parties not owned by or affiliated with Shiplify.

## **General**

These Terms of Use, as may be revised and amended from time to time, constitute the entire agreement with respect to your access to and use of the System and the Services. You agree that you shall not contest the admissibility or enforceability of Shiplify's copy of these Terms of Use in connection with any action or proceeding arising out of or relating to these Terms of Use. Except as expressly provided for herein, these Terms of Use do not confer any rights, remedies, or benefits upon any person or entity other than you and Shiplify. Shiplify may assign its rights and duties under these Terms of Use at any time to any third party without notice. You may not assign these Terms of Use without the prior written consent of Shiplify. These Terms of Use shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns. You are responsible for complying with any and all laws of the jurisdiction from which you are accessing the System and using the Services and any other jurisdiction whose laws apply to you or your actions. To the extent any portion of these Terms of Use shall be determined to

be unenforceable by a court of competent jurisdiction, such portion will be modified by the court solely to the extent necessary to cause such portion to be enforceable, and these Terms of Use as so modified will remain in full force and effect. Any waiver of any provisions contained in these Terms of Use by Shiplify shall not be deemed to be a waiver of any other right, term, or provision of these Terms of Use. Neither these Terms of Use, nor any of the Services, create any partnership, joint venture, employment, or other agency relationship between Shiplify and you. You may not enter into any contract on our behalf or bind us in any way.

You agree that any violation, or threatened violation, by you of these Terms of Use constitutes an unlawful and unfair business practice that will cause us irreparable and unquantifiable harm. You also agree that monetary damages would be inadequate for such harm and consent to our obtaining any injunctive or equitable relief that we deem necessary or appropriate. These remedies are in addition to any other remedies we may have at law or in equity.

### **Governing Law/Jurisdiction/Claims Limitation**

These Terms of Use shall be governed by and construed under the laws of the State of Georgia, without regard to conflicts of laws, principles, or rules. You hereby expressly consent and irrevocably submit to the exclusive jurisdiction of the state and federal courts sitting in Fulton County, Georgia for resolution of any matters related to these Terms of Use or your access to and use of the System and/or the Services. You further expressly waive any claim that venue is improper for any reason in these courts. Any legal action brought by you that arises out of or relates to these Terms of Use or your access to and use of the System and/or the Services must be commenced within one year after the cause of action arises.

### **Contact Us**

If you have any questions or concerns, or wish to request additional information, please contact us via email at [support@shiplify.com](mailto:support@shiplify.com).

### **Last Updated**

These Terms of Use were last updated on January 1, 2023.