TERMS AND CONDITIONS

All services provided or performed by Cargo Care Services Corp. ("CCSC") are subject to these terms and conditions. "Customer" shall mean and include any individual, entity, company, or interest that requests and/or receives any service of any kind from CCSC. Customer expressly agrees to operate according to and be bound by these terms and conditions without reservation, for himself and his assigns. By placing any request through CCSC's online platform, Customer warrants that they are at least eighteen (18) years of age and have the requisite authority and capability to enter into a legally binding contract with CCSC and any "Insurance Carrier" or "Underwriter" (herein defined as an authorized and licensed insurance provider to whom Customer's request is referred by CCSC) utilized to ultimately fulfill Customer's request. Any quote provided to you by CCSC is based solely upon the information provided by Customer, any inaccuracy or omission in the information provided by Customer may result in the loss or nullity of coverage by the Insurance Carrier. CCSC reserves the right to refuse or cancel your service at any time if any of these terms and conditions are breached. CCSC reserves the right to amend or modify these terms and conditions at any time without prior notice, and Customer expressly agrees to be bound by the current version of these Terms and Conditions without further notice requirements.

1. **LIMITED ROLE OF CCSC/SELF-HELP INSURANCE REFERRAL SERVICES.** CCSC is not an insurer, underwriter, agent, insurance broker, or licensed by any state to provide an insurance services, but instead provides self-help insurance referral services to consumers looking for an insurance policy to cover cargo being shipped. ALL SERVICES OF CCSC ARE AT THE DISCRETION, DIRECTION, AND BASED ON THE INFORMATION PROVIDED BY THE CUSTOMER. ANY TRANSACTIONS AND/OR CLAIMS ARE MANAGED BY THE INSURANCE COMPANIES AND ITS ADJUSTERS DIRECTLY. CCSC DISCLAIMS ALL WARRANTIES AS TO FITNESS, COVERAGE, SUITABILITY, EXCEPTIONS, EXCLUSIONS, OR LIMITATIONS OF ANY RESULTING POLCIES. ALL POLICIES OBTAINED THROUGH CCCS REFERRAL ARE BETWEEN INSURANCE CARRIER AND CUSTOMER, AND CCSC IS NOT A PARTY TO SUCH INSURING AGREEMENTS.

2. **CANCELLATION AND MODIFICATION OF COVERAGE.** Insurance coverage cannot be cancelled by Customer once the cargo is tendered to any transportation service provider or carrier. Customer shall have twenty-four (24) hours from issuance of Insurance Certificate to

request any modifications thereto, and while such request may be facilitated by CCSC, Insurance Carrier is the ultimate arbiter of modifications and coverage decisions. If CCSC does not receive such request for modification within twenty-four (24) hours, Customer agrees to the acceptance of all shipment details, accuracy, and terms and conditions of the insurance certificate. Such agreement waives any and all liability on behalf of CCSC, their employees, and agents, that are a result of any error or omission related to the insurance certificate.

3. **LIMITATION OF LIABILITY.** Liability between Customer and CCSC shall be limited in any and all cases for any cause of action of any nature, to the fee paid to CCSC by Customer. CCSC shall not be liable for any special, consequential, purely economic, or punitive damages under any theory, statute, or cause of action whatsoever. For the avoidance of doubt, Customer hereby expressly waives any right to seek any of these categories of damages against or from CCSC in relation to any of its services. Customer is aware that CCSC is not an insurance company, and Insurance Carrier, an insurance agent, or an insurance broker, holds no licensing related to insurance in any state, and merely provides a self-help insurance referral service.

4. **COVERAGE SPECIFICATIONS.** CCSC cannot and does not guarantee that any claim(s) will be considered for coverage and/or payment made by the Insurance Carrier. Incorrect categorization of a shipment by Customer will result in a high risk of a claim not being considered for approval by the Insurance Carrier and shall be the full responsibility of Customer. In order to enable CCSC to appropriately notify Insurance Carrier when requesting coverage, Customer must notify CCSC when requesting coverage for any over-dimensional shipment, uncrated items, fragile items, special considerations, and/or new, used, or used but refurbished as new items. Failure to provide this requisite notice may result in declination of claims from the Insurance Carrier and no recovery for Customer. Customer is solely responsible for declaring any condition, including but not limited to on-deck, break bulk, roll on roll off, not containerized, above deck, over-dimensional, used, refurbished, or otherwise not new product from the manufacturer in manufacturer's packaging. In the case of ocean freight, all containerized ocean freight shall be considered under-deck freight. However, if such ocean freight is not containerized, such as break-bulk or roll on roll off, Customer must notify CCSC whether such freight shall be stored above or below deck, and any above deck breakbulk shipment coverage shall revert automatically to Clause C or other limited Coverage as provided in your insurance policy and/or certificate received from the Insurance Carrier, without notice. The Insurance Carrier's to whom CCSC refers Customers do not offer coverage for any barges, towed vessels, and/or sail boats. In the case that a shipment is going to a country where coverage is only until freight reaches Port or Airport, such coverage shall cease automatically when the shipment reaches such point. Upon request, CCSC or Insurance Carrier will provide Customer with a list of such countries. CCSC reserves the right to refuse or cancel any service at any time if fraud, an unauthorized user, or illegal transaction is suspected.

Cargo insurance, in the event of a covered peril, will only cover to the actual value of the freight up to the Insured Value. You can insure your freight up to CIF (Cost + insurance + freight) + 10% additional related costs. Customer should be prepared to provide a receipt for the "Cost" of the

freight, used in calculated the Insured Value. Customer may not declare or seek an Insured Value in excess of metric provided in this paragraph.

5. **INSURANCE CARRIER.** CCSC is not an insurer or an underwriter but instead provides self-help assistance to consumers looking for referral to an insurance company for cargo coverage. All such services are at the discretion, direction, and based on the information provided by the Customer. All coverages, coverage decisions, exclusions, limits, exceptions, claims response, claim decisions, payment, declinations, are made by the Insurance Carrier, and not CCSC, who has no control or ability to affect such decisions. Any transactions and/or claims are managed by the Insurance Carrier, including but not limited to WK Webster & Co LTD, and its adjusters directly. Customer hereby expressly waives any claim against CCSC related to the coverages obtained through CCSC services or referrals, and agrees to indemnify CCSC of and from any losses to the insured cargo or related to the purchase of any policy.

6. **INSTRUCTIONS IN THE EVENT OF A CLAIM.** In the event physical evidence of loss or damage which may result in a claim under the insurance purchased via CCSC's online portal or otherwise via CCSC, Customer must give immediate notice to Insurance Carrier's designated claim handlers, including but not limited to WK Webster & Co LTD, at such email address on the associated insurance certificate, along with a copy of such correspondence sent to insurance@cargocareservices.com, in order for Insurance Carrier to examine the goods and issue a survey report as necessary and continue with the processing of such claim. Timely notice to both CCSC and K Webster & Co LTD, or alternate insurer listed on certificate shall be a condition precedent to coverage. If such loss or damage was not apparent at the time of delivery, Customer has a period of Seventy-two (72) hours from the time of delivery (as provided on any delivery receipt, gate ticket, or proof of delivery, whichever bears the earliest date and time, to give notice in writing via the method described herein to the Insurance Carrier and CCSC. In order for claims to be handled expediently, and to receive any assistance from CCSC, Customer should provide to CCSC and the Insurance Carrier any and all available supporting documents or other evidence. Customer expressly agrees to cooperate with Insurance Carrier and CCSC in providing all requested documentation relevant to the cargo, their purchase, their repairability, repair cost, invoice value, condition at origin and destination, and any inspection deemed necessary by Insurance Carrier. The Certificate of Insurance is the binding contract between the Customer and the Insurance Carrier. All terms and conditions, including but not limited to deductible, exclusions, and process in case of a claim are located therein and by accepting and entering into such contract, Customer thereby agrees to and is bound by such terms. The terms of any insurance agreement between Customer and Insurance Carrier shall not effect these terms and conditions, except to the extent that they exculpate CCSC.

7. **FAILURE OF PAYMENT.** Customer hereby guarantees payment in full of all charges from CCSC, including those from the Insurance Carrier, and further agrees that it will not cause any payment made to CCSC or any Insurance Carrier made pursuant to these Terms and Conditions, to bounce, be charged back, withdrawn, or otherwise revoked or unpaid in any manner. Customer hereby guarantees payment, and in the event that by any cause of any nature such

payment shall not clear or otherwise not be provided in full to CCSC prior to provision of any certificate or Services, Customer shall be liable for such charges, plus a thirty (30%) percent collection fee.

8. **ARBITRATION, JURISDICTION, AND VENUE.** Customer and CCSC agree that final and binding arbitration will be the exclusive means of resolving any disputes between Customer and CCSC, regardless of when such disputes arose. Any such disputes shall be resolved pursuant to the commercial rules of the American Arbitration Association (AAA) and such arbitration shall be held in Palm Beach County, Florida. Judgment on any award rendered by the arbitrator shall be entered and certified in any state or federal court having jurisdiction over the award. The Parties further agree to proceed under the Expedited Procedures as outlined by AAA Commercial Rules regardless of the amount in controversy. A demand for arbitration must be in writing and delivered by first class mail to the other party within the applicable statute of limitations. Further the Parties agree to an equal split of all arbitration costs; however, CCSC and Customer reserve the right to pay for any and all arbitration fees if it is found that the arbitration fees render the arbitration provision unenforceable. Customer and CCSC agree to bring any disputes in arbitration on an individual basis only and not as a class or other collective action basis. Accordingly, there will be no right or authority for any dispute to be brought, heard, or arbitrated as a class or other collective action in any state or federal court in any state. Notwithstanding the foregoing, and entirely in the alternative, should any court determine that the above arbitration requirement is ineffective, the Parties consent to exclusive jurisdiction and venue in Palm Beach County, Florida in any dispute which might arise in connection with this Agreement. Should Customer file suit in any state or federal court instead of serving a demand for arbitration or filing arbitration with AAA, Customer shall be liable for all costs and fees incurred in the enforcement of this arbitration provision, so long as such is not prohibited by law, and will not void and otherwise effective arbitration provision. This arbitration provision shall be enforceable pursuant to the Florida Arbitration Act, or any other state or federal arbitration act or common law contractual right which will support or compel binding arbitration and waiver of the right to trial.

9. **SEVERABILITY AND SEPARABILITY OF TERMS.** If any term, covenant, or condition herein, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of these terms and conditions, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term, covenant, or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

10. **INDEPENDENCE OF PARTIES.** This Agreement does not constitute a hiring by either party. It is the parties' intention that the Parties shall have an independent contractor status and not be an employee for any purposes, including, but not limited to, the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the Workers' Compensation Insurance Code, and/or other benefit payments and third-party liability claims. Each Party shall retain sole and absolute discretion in the manner and means of carrying out his or her activities and responsibilities under

this Agreement. This Agreement shall not be considered or construed to be a partnership or joint venture, and neither Party shall be liable for any obligations incurred by the other Party unless specifically authorized in writing.

11. **FORECE MAJEURE.** Neither Party shall be liable to the other for failure to perform any of its obligations under this Agreement during any time in which such performance is prevented by fire, flood, or other natural disaster, war, embargo, riot, civil disobedience, or the intervention of any government authority, or any other cause outside of the reasonable control of the Parties provided that the Party so prevented uses its best efforts to perform under this Agreement and provided further, that such Party provide reasonable notice to the other Party of such inability to perform.

12. **NO THIRD-PARTY BENEFICIARY.** Customer and CCSC are the only parties to this Agreement, and the Parties do not intend for any third party to specifically benefit from this Agreement.

13. **GOVERNING LAW/ ATTORNEY'S FEES.** Without regard to the principles of conflicts of law, these terms shall be construed in accordance with, and any and all disputes arising under or out of services performed by CCSC shall be governed by Florida law. By using the services of CCSC, Customer asserts that it is and does conduct business in Palm Beach County, Florida and is subject to the jurisdiction of Palm Beach County Courts. Customer waives any challenge to personal jurisdiction or venue in court's located within Palm Beach County, Florida.

14. **SEPARABILITY/SEVERABILITY.** If any provision of these terms and conditions is held to be illegal, invalid, or unenforceable under the present or future laws effected, such provision shall be fully severable from the remaining provisions, and it shall not affect the validity of the remaining provisions, which provisions shall be given full force and effect as if the illegal, unenforceable, or invalid provision had not been included. In lieu of an illegal, unenforceable, or invalid provision, there shall be substituted a provision as similar in terms to the illegal, invalid, or unenforceable provision as may be possible and still be legal, valid, and enforceable.

15. **ENTIRE AGREEMENT AND SUPREMACY.** These Terms and Conditions embody the entire understanding between Customer and CCSC, excepting pricing which will be provided via invoices for each request, covering any services to be performed by CCSC, and there are no other agreements, understandings, conditions, warranties, or representations, oral or implied with reference to the subject matter hereof. For purposes of any written modification of these terms and conditions, or any terms that are binding on CCSC, the CEO of CCSC must execute such written modification or binding terms for such terms to be legally enforceable and binding CCSC. In the event of any conflict between these terms and conditions and any term or provision in any other document related to or used in the process of any services provided by CCSC to Customer, these terms and conditions shall be superior and shall govern to the extent of the conflict.