

MKTS LLC  
Trucking Services  
Arizona LLC  
310 S. 67<sup>th</sup> Ave.  
Phoenix, AZ 85043  
630 441 2223

THE FOLLOWING TERMS AND CONDITIONS GOVERN YOUR USE OF OUR WEBSITE, ALL CONTENT HEREIN, AND ANY/ALL SERVICES CONTRACTED WITH MKTS LLC. ("WE" OR "US" OR "OUR")

YOUR USE OF THIS SITE SHALL CONSTITUTE YOUR AGREEMENT, ON BEHALF OF YOURSELF AND THE ENTITY YOU REPRESENT (HEREINAFTER COLLECTIVELY "YOU" OR "YOUR"), TO ALL OF THE TERMS AND CONDITIONS PROVIDED BELOW.

### **Section 1: Login & Registration:**

Some of the services offered by our website may require you to register a user account to access the interactive features of MKTS's website. Registering an account provides you with access to the Services, if you have been authorized to access such Services. The availability of these Services may vary by region. From time to time, we may add or remove features that would be accessed through logging in on our website. In such event, previously registered users will not be required to re-register.

When you register your account, you will be required to define a user name and password. You are responsible for maintaining the confidentiality of such information; and for ensuring that the password you have chosen is sufficiently complex to ensure a reasonable level of security against such password being guessed by users that do not have authorization to access your account. You are responsible for all activities that occur through the use of your account. You agree to immediately notify us of any unauthorized access or use of your account. You further agree to take all reasonable, affirmative steps to ensure unauthorized access to your account does not occur; including, but not limited to: 1) making sure to log out of the site at the end of each session; 2) locking or logging out of any computer that has your account information stored on it; 3) never giving your account information to any person not authorized by you or any entity you might represent to access and use the services we provide.

The use of certain services may require additional agreements or enrollments which may be subject of additional terms and conditions.

By registering an account, you agree to provide accurate, current information about yourself and any organization you may be acting as a representative of. You agree to promptly act to maintain the information provided to keep all requested account information as accurate, complete, and current as possible.

Because services may vary according to your location, you agree to accurately represent your geographic location, and the geographic location of any place of residence or business that will use the services provided by us, whether for pickup or delivery or any other reason. You agree that you will

make no effort to circumvent any limitation on the availability of a service by misrepresenting any item of information about yourself or any entity you may represent; whether by altering an address, IP address, area code, zip code, or any other relevant piece of information.

## **Section 2: Use of the Website**

Our website is provided for the use of current and potential customers of ours; as well as providing a portal for prospective employees and job seekers to view and apply for open positions with our company. Any other use of our website is not authorized, and may result in legal and/or financial liability; or such other consequences as we deem to be reasonable to prevent misuse, abuse, and/or malfeasance, as permitted by law.

Use of our website to provide benefit to third-party service providers, especially when done for commercial gain or purposes, is prohibited. The use of scripting technology, or any other automated form of data harvesting, is prohibited; and may represent an unlawful act under the DMCA and/or other applicable laws.

We do not accept ideas, concepts, or techniques for new services or products through our website. If any such information is received, it will not be considered confidential, and it will be deemed free to use, communicate, and exploit such information in any manner we choose.

Our website, its content, format, structure, and any or all elements that comprise it, are subject to change at our sole discretion; and any changes or updates to our website may be done with or without notice.

## **Section 2b: Links to Other Websites**

Our website may include links to other websites on the internet for the convenience of the users, including you. None of these sites, nor the companies that own and/or manage them, are owned or managed by us. Your use of such links is done at your own discretion, and at your own risk. We make no representation as to the safety or security of any such sites; nor to the accuracy of any of the information or other content provided on such sites.

## **Section 3: Information Collection and Third-Parties**

Generally, our website does not collect information on those who view/use our website. Under certain circumstances, Personally Identifiable Information may be collected.

Information collected by our website, and the circumstance under which information is collected include:

- 1) networking information necessary to facilitate the connection between your device and the servers that host our website. This networking information may include your external IP Address, Internet Service Provider, which Operating System your device uses, which web browser software you are using to access our site, and certain other information that is commonly used by operating systems and

software on servers to deliver content to the end user. This information is not kept or processed beyond what is normally logged by the operating system(s) on our server(s) as part of the normal diagnostics and logging behavior of the software.

2) In the event that a user account is created, you will be asked to provide personally identifiable information for yourself and/or your company. This information is used by us to process your orders for services from our company, and to ensure that such services are completed without incident. Such information may be shared with third party contractors for the purpose of completing your order. Your information is considered by us to be for business use only; and is treated as confidential; and may only be shared on a need-to-know basis. Your information will never be sold by us to any third party.

3) In the event that a user of our website applies for a job with our company, such information may include Personally Identifiable Information. This information may be shared with a third-party Human Resources company, under contract with our company to provide business support and services. Any information will be treated as confidential, and will only be shared on a need-to-know basis, and for the purpose of processing your application for employment. The information you provide to us will never be sold to any third party.

#### **Section 4: Intellectual Property**

All of the images, logos, text and other elements of our website are subject to United States and international intellectual property protections, and may not be used by anyone, for any purpose, without the expressed, written consent of MKTS LLC, or such other intellectual property rights holder as may be applicable in the case of content used by our website, under license. No user of our website is granted any ownership right or license to copy, modify, translate, transmit, distribute, adapt, reproduce, decompile, reverse engineer, decompile, or disassemble any part of our website or its content.

#### **Section 5: Disclaimer of Warranty**

All of our website and its content are provided "as-is"; and no warranty concerning any aspect of it, or its functionality, are given; including, but not exclusive to, any expressed or implied warranty of merchantability or fitness for a particular purpose. We expressly disclaim that the representation of any employee or agent of our company can create any warranty. We disclaim any warranty that our website will meet all of your needs, nor all of the needs of your customers. We disclaim any warranty that the site will be free of service interruptions or errors, and make no warranty that any errors or defects in the site will be corrected.

## **Section 6: Limitations of Liability**

Use of our website and its content and/or services is done at your sole risk. Under no circumstances, including, but not limited to, negligence, shall we be liable to you, or any third party claiming through you, for any access, use, or misuse of our website. By using our site, you hereby hold us harmless for any damages that may result from your access, use, or misuse of our site; and agree that you will not seek to hold us liable for any damages, whether direct, indirect, incidental, special, or consequential, under any legal theory of liability; including, but not exclusive to: claims arising from or sounding in Torts, Contracts, Products Liability, or any other theory of law or equity.

We will not be held liable for your acts or omissions; including, but not limited to: incorrect completion of any form supplied by us for enrollment, your profile, order submissions, employment application, or any other requested information; failure to implement adequate security measures to safeguard your login information, Personally Identifiable Information, or any other information you provide to us through the use of our site. We will not be liable for any violation, by you, of these Terms of Service; nor any other Terms of Service covering any other interaction between you and us. We will not be liable any loss, damages, or delays caused by events we cannot control; including, but not limited to: acts of god (*force majeure*); perils of the air, railways, roadways, or navigable waterways of any kind; weather conditions; mechanical delays; acts of public enemies; war; strikes; civil commotions or unrest; or the acts or omissions of public authorities with actual or apparent authority.

You hereby agree to notify us of any actual, known, perceived, or suspected unauthorized use of your login account, personal information, or company information relating to us; or of any known or suspected breach of security.

## **Section 7: Indemnity**

You shall bear the risk of loss for any use of our website, our website's content, or our services. You agree to defend, indemnify, and hold harmless our company, its officers, members, employees, agents, and representatives from any and all claims, demands, damages, liabilities, costs, expenses, suits, and judgements; including the payment of legal fees arising out of, or relating to, any of the following:

- Your breach of any of these terms and conditions,
- Your activities conducted in connection with fedex.com, its Content or any of the Services
- Your failure to abide by any applicable laws or regulations regarding fedex.com, its Content or any of the Services
- FedEx's provision of data and information to You (including, without limitation, any errors in the information or any unavailable or incomplete information)
- Authorized or unauthorized uses of our website, its content, or any of the services in any manner by You or on Your behalf, directly or indirectly, including, without limitation, claims relating to reroutes or thefts of shipments, claims of breach of privacy, or your failure to implement adequate security, internal controls, or other measures to safeguard your confidential or sensitive information, including your user account information.

## **Section 8: Latest Version Controls**

In the event of any dispute arising from your use of our website, you agree that the latest version of these Terms and Conditions shall apply to, and control, such dispute. The latest version of these Terms of Service are posted on our website, and may be accessed there. Because these Terms of Service may be updated from time to time, without notice being sent to you or otherwise posted, published, or distributed, you agree that it is your responsibility to review these Terms and Conditions to keep abreast of any changes that may have occurred; and to be bound by them in any case.

## **Section 9: Controlling Law and Severability**

These Terms and Conditions shall be construed according to the laws, rules, and regulations of the United States, and the State of Arizona, excluding conflicts of laws provisions.

If, for any reason, a court of competent jurisdiction finds any provision, or portion thereof, of these Terms and Conditions to be unlawful, against public policy, unenforceable, void, voidable, or otherwise defective, it is hereby declared to be the intent and will of both parties to this agreement that such provision, and the remainder of these Terms and Conditions, shall be enforced to the greatest extent possible, under the applicable laws.

## **Section 10: Assignment and Waiver**

You hereby agree that you will not assign any rights or obligation under these Terms and Conditions; and that such act shall be interpreted as a breach of these Terms and Conditions, for which any available remedy at law or equity, including the remedy of specific performance, may be granted by a court of competent jurisdiction and/or any such arbitrator as may be agreed upon by the parties.

The failure of us to enforce any right, remedy, power, or privilege under these terms and conditions shall not be construed as a waiver thereof. For any waiver to be effective, such waiver must be given in writing, and signed, by the party granting such waiver.

## **Section 18. Complete Agreement and Modification**

These Terms and Conditions shall constitute the complete agreement of the parties with respect to the subject matter and supersedes any and all prior or contemporaneous discussions, statements, understandings, representations or agreements, written or oral, regarding the subject matter. No amendment to or modification of this Agreement will be binding on us without our written consent.