

TERMS OF USE AGREEMENT

The shipper, consignee, 3rd Party, beneficial owner, individual, or entity requesting service, individual or entity acting on behalf of the Customer, or any entity or individual utilizing this Site (hereinafter collectively referred to as "Customer"), agrees that use of this website and all associated web pages (the "Site"), carriage and other services performed hereunder are subject the following terms and conditions contained in this Terms of Use Agreement ("Agreement") of KB Logistics Management, Inc. and KBL Transport, Inc (hereinafter collectively referred to as "KB GROUP").

Customer hereby acknowledges and agrees that Customer has freely and voluntarily entered into this Agreement, and has read and understood each and every provision, including, but not limited to, rights, obligations, and applicable terms and conditions as set forth herein. By using this Site, Customer represents that they are at least eighteen (18) years of age. Customer use of the Site will signify your assent to be bound by this Agreement. If you do not agree to be legally bound by this Agreement, you should exit this Site immediately.

1. TERMS AND CONDITIONS OF CARRIAGE

- 1.1. Customer certifies that when requesting services from KB Logistics, Inc., it understands that KB Logistics Management, Inc. shall operate as a property broker under FMCSA Docket No. MC632011-B, and such transportation arrangement is governed by KB Logistics Management, Inc.'s Rules and Regulations Tariff, which is available for public review on this Site at www.kblmi.com.
- 1.2. Customer certifies that when requesting services from KBL Transport, Inc., it understands that KBL Transport, Inc. shall operate as a motor carrier under FMCSA Docket No. MC 725473-P, and such transportation is governed by KBL Transport, Inc.'s Rules and Regulations Tariff, which is available for public review on this Site at www.kblmi.com.

2. TERMS AND CONDITIONS OF SITE USE

- 2.1. Certain portions of the Site are available only to registered users. Registered users of the secure portions of the Site (the "Registered Users") will be assigned a user identification ("User ID") and a password (your "Password"). If you are a Registered User, you are solely responsible for all activity occurring through the use of your Password and for keeping your User ID and Password confidential. You are also responsible for all Site activity by others to whom you have voluntarily disclosed your password. You agree to notify us immediately of the actual or suspected unauthorized use, unauthorized disclosure, or theft of your Password. Users who are not Registered Users are not permitted to access the password-protected areas of the Site and are prohibited from attempting to do so.

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- 2.2. KB GROUP grants Customer a personal, non-exclusive, non-transferable, non-sublicensable, limited and revocable right to access, use and display this Site and the information contained therein on any computers or other electronic display device of which you are a user, subject to all terms and conditions of this Agreement. The Site and the information contained therein are for Customer internal uses only and you may not sell copy (except for a singular copy for personal use), license or otherwise distribute the Site or the any of the information available therein. No other use of the Site and the information contained thereupon is authorized. In consideration of this authorization, Customer agrees that any copy, download or dissemination of these materials will retain all copyrights, trademarks, and other proprietary notices in the same form and manner as on the original.
 - 2.3. KB GROUP has no obligation to monitor the Site. However, Customer acknowledges and agrees that KB GROUP has the right to monitor the Site electronically from time to time and to disclose any information as necessary or appropriate to satisfy any law, regulation or other governmental request, to operate the Site and properly, or to protect itself or other users of the Site.
 - 2.4. The trademarks, service marks and logos of KB GROUP are marks of KB GROUP and any third party trademarks, service marks, logos and trade names appearing on the Site are the property of their respective owners. You acknowledge the rights of KB GROUP and the respective third parties in those marks and, further, that you have no right or authorization to copy or use any of those trademarks, service marks, logos, or trade names in any way except as expressly granted by this Agreement. In addition, the Site contains material protected by copyrights, patents, or other proprietary rights and laws, including, but not limited to, text, software, photos, videos, graphics, images music and sound (collectively referred to herein as the "Proprietary Material") and such material is owned by KB GROUP, or its licensors. Any use of such Proprietary Material other than as permitted herein is expressly prohibited without the prior permission of KB GROUP and/or the relevant right-holder.
 - 2.5. YOU ACKNOWLEDGE AND AGREE THAT THIS SITE AND ALL OF THE CONTENTS THEREIN ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS. KB GROUP DOES NOT MAKE ANY, AND HEREBY SPECIFICALLY DISCLAIMS ANY, REPRESENTATIONS, ENDORSEMENTS, GUARANTEES OR WARRANTIES, EXPRESS OR IMPLIED, (COLLECTIVELY "WARRANTIES"), REGARDING THIS SITE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES: (I) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS; (II) ARISING FROM ANY COURSE OF DEALING, COURSE OF USAGE OR COURSE OF PERFORMANCE; (III) THAT THE SITE, ITS SERVERS, OR EMAIL SENT FROM KB GROUP ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR (IV) OF TIMELINESS. ACCURACY.

PERFORMANCE, (III) THAT THE SITE, ITS SERVERS, OR EMAIL SENT FROM KB GROUP ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR (IV) OF TIMELINESS, ACCURACY, RELIABILITY OR CONTENT OF THIS SITE AND ANY INFORMATION PROVIDED THROUGH IT UNDER THIS AGREEMENT. KB GROUP DOES NOT MAKE ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE USE OF LINKS PROVIDED ON OR TO THIS SITE. KB GROUP IS NOT IN ANY WAY RESPONSIBLE FOR ANY INFORMATION, PRODUCTS OR SERVICES ACCESSIBLE THROUGH OTHER WEB SITES THAT LINK TO OR FROM THIS SITE. KB GROUP SHALL HAVE NO LIABILITY OF ANY NATURE WHATSOEVER IN RELATION TO ANY INFORMATION OR SERVICES PROVIDED BY A SITE THAT CUSTOMER REACHES THROUGH A LINK EITHER TO OR FROM THIS SITE, AND CUSTOMER AGREES THAT KB GROUP IS NOT AND WILL NOT BECOME LIABLE OR RESPONSIBLE IN ANY WAY FOR ANY LOSS OR DAMAGE CAUSED BY CUSTOMER USE OF, OR RELIANCE ON, SUCH MATERIAL(S), NOR FOR ANY FAILURE TO ENFORCE ANY OF KB GROUP'S RIGHTS UNDER THIS AGREEMENT, AT LAW OR IN EQUITY, AGAINST ANY SITE USER OR THIRD PARTY.

2.6. CUSTOMER AGREES THAT UNDER NO CIRCUMSTANCES SHALL KB GROUP BE LIABLE FOR ANY DAMAGES WHETHER DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES (COLLECTIVELY, THE "EXCLUDED DAMAGES"), ARISING OUT OF CUSTOMER USE OF OR INABILITY TO USE THIS SITE, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS, LOST BUSINESS, LOST SAVINGS, GOODWILL OR DATA, THE PROVISION OF PERSONALLY IDENTIFIABLE INFORMATION, ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, DENIAL OF SERVICE ATTACK, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE OR THIRD PARTY THEFT OF, DESTRUCTION OF, UNAUTHORIZED ACCESS TO, ALTERATION, OR USE OF CUSTOMER INFORMATION, EQUIPMENT OR PROPERTY, EVEN IF KB GROUP HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN THE EXCLUDED DAMAGES. THE FOREGOING SHALL APPLY REGARDLESS OF: (I) THE NEGLIGENCE OF KB GROUP; OR (II) THE GROSS NEGLIGENCE OF KB GROUP.; OR (III) ANY FAILURE OF AN ESSENTIAL PURPOSE; OR (IV) WHETHER SUCH LIABILITY SOUNDS IN NEGLIGENCE, STRICT LIABILITY, CONTRACT, TORT OR ANY OTHER THEORY OF LEGAL LIABILITY. IN THOSE JURISDICTIONS THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR THE EXCLUDED DAMAGES, KB GROUP'S LIABILITY SHALL BE LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY LAW. IN NO EVENT SHALL KB GROUP'S AGGREGATE LIABILITY TO YOU EXCEED ONE HUNDRED DOLLARS (\$100).

2.7. Customer acknowledges and agrees that KB GROUP may suspend or terminate Customer access or use of the Site without prior notice

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3. RIGHT TO AMEND

3.1. KB GROUP reserves the right to amend this Agreement at any time and will notify Customer of any such changes by posting the revised Agreement on the Site. Unless otherwise specified, such changes shall be effective upon posting. Customer has the obligation to review changes in this Agreement. Customer agrees that continued use of the Site after the posting of any revised Agreement constitutes Customer's agreement to be bound by such revised Agreement.

4. LIMITATIONS OF LEGAL ACTIONS, APPLICATION & ENFORCEMENT

4.1. Failure by KB GROUP to enforce any provision(s) of this Agreement shall not be construed as a waiver of any provision or right. This Agreement and all other aspects of Customer use of this Site constitutes the entire agreement between you and KB GROUP and supersedes all prior agreements or understandings, whether written or oral. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall be enforced to the fullest extent possible, and the remaining provisions of the Agreement shall remain in full force and effect.

4.2. Not all products and services on this Site are available in all jurisdictions. If Customer is using this Site from outside of the United States, Customer is responsible for ensuring that use of the Site complies with the law of national jurisdiction.

4.3. This Agreement inures to the benefit of KB GROUP, its successors and assigns. Customer may not assign this Agreement or any of Customer's rights and liabilities hereunder. Any purported assignment by Customer in contravention of the foregoing non-assignment provision shall be null and void.

4.4. The right to damages under any cause of action arising from use of this Site and services, pursuant to this Agreement shall be extinguished unless action is brought within two years of the date service or use was completed or the date on which the service should have been completed. Customer acknowledges that by utilizing and benefiting from this Agreement, including but not limited to Site use and the tender or arrangement of a shipment to which this Agreement applies, constitutes entering into a contract with a material nexus so that they have sufficient contacts with the State of Illinois to vest jurisdiction therein and hereby forever waive any objection to exclusive Illinois jurisdiction. agree thereby to

with a material nexus so that they have sufficient contacts with the State of Illinois to vest jurisdiction therein and hereby forever waive any objection to exclusive Illinois jurisdiction, agree thereby to proper venue within DuPage County, Illinois, agree to be subject to the jurisdiction of the State of Illinois, waive any right to a trial by jury, and agree not to raise, and hereby waive, any defense based on venue, lack of personal or subject matter jurisdiction or sufficiency of service or process; provided further, that in the event such jurisdiction and venue is contested unsuccessfully, they and each of them shall indemnify (inclusive of attorney fees and costs) and hold KB GROUP harmless from all costs incurred.