# Terms & Conditions – MY LOGISTICS PROS

Effective Date: April 2025 MC# 1721188 | DOT# 4388274

## 1. Your Acceptance of this Agreement

These Terms and Conditions ("Agreement") are entered into by and between **you** (the user, client, or visitor) and **MY LOGISTICS PROS** ("Company," "we," "our," or "us"). By accessing or using our website at <a href="www.mylogisticspros.com">www.mylogisticspros.com</a> or by engaging with our logistics consulting or freight brokerage services, you agree to be bound by these terms and our [Privacy Policy].

You must be at least 18 years of age to use our services. If you are using this website or services on behalf of a business, you represent that you are authorized to accept these terms on that entity's behalf.

## 2. Updates to This Agreement

We may update these Terms from time to time without notice. All changes are effective immediately when posted. Continued use of the website or services after changes are posted constitutes your acceptance of the updated Terms.

## 3. Description of Services

MY LOGISTICS PROS is a U.S.-based freight brokerage and logistics consulting business. We:

- Strategize and coordinate **first-mile** and **final-mile** deliveries
- Arrange freight transport through licensed and insured motor carriers
- Provide support for recurring shipping needs or scoped project work

We do **not** operate as a motor carrier, freight forwarder, or international shipper. We do not transport shipping containers, large truckloads, or provide services via ports or air freight.

## 4. Payment Terms

- Preferred payment method is ACH
- Standard payment terms are **Net 15** (Net 30 acceptable by agreement)
- Late payments may incur a 1.5% monthly finance charge

Clients must provide an ACH authorization form prior to service unless waived in writing.

## 5. Deposits, Cancellations & Refunds

In accordance with **49 CFR §371**, all financial arrangements are documented and retained for 3 years.

- **Deposits** may be required for one-time or project-based work and will be detailed in the service agreement or quote.
- Cancellations must be submitted in writing.
- If carrier coordination or logistics planning has already begun, **partial refunds** may be issued, minus reasonable admin or carrier cancellation fees.
- No refunds will be provided after a load is in transit or has been booked with a carrier.

## 6. Limitation of Liability

MY LOGISTICS PROS does not assume liability for:

- Freight loss, damage, or delays (claims must be directed to the carrier)
- Carrier negligence or cargo claim outcomes
- Indirect, incidental, or consequential damages related to delays, loss of revenue, or business disruptions

We are committed to assisting clients in facilitating communication but are not legally liable for carrier actions or claims.

## 7. User Responsibilities

You agree to:

- Provide accurate and complete information when requesting services
- Use the website only for lawful purposes
- Refrain from impersonating our business or staff
- Assume full responsibility for your internet and data security while using our services

### 8. Prohibited Activities

You may not:

- Use our website to commit fraud or violate any law
- Attempt to hack, overload, or disrupt site services
- Distribute spam, malware, or unauthorized promotions
- Copy or scrape site content without permission
- Access services from jurisdictions where they are not permitted

## 9. Intellectual Property Rights

All content on our site (including text, graphics, logos, and documents) is owned or licensed by MY LOGISTICS PROS. You may not copy, reproduce, or distribute any materials for commercial use without prior written consent.

## 10. Third-Party Links

Our site may link to external websites for convenience. We are not responsible for the content, privacy practices, or accuracy of third-party sites.

## 11. Compliance with FMCSA & Recordkeeping

As required under 49 CFR §371, MY LOGISTICS PROS maintains:

- Carrier agreements
- Shipment records
- Payment and compensation logs
- Load confirmation documentation

These records are retained for a minimum of **3 years** and may be reviewed by parties involved in the transaction or regulators upon request.

### 12. Termination of Services

We reserve the right to refuse, suspend, or terminate service to any client at our discretion, particularly in cases involving:

- Non-payment
- Violation of these Terms
- Unsafe shipping conditions or carrier rejection based on FMCSA status

## 13. Governing Law

This Agreement is governed by the laws of the **State of Florida**, with jurisdiction in **Broward County** for any legal action.

## 14. Contact Information

#### **MY LOGISTICS PROS**

Mailing Address: PO BOX 667282, Pompano Beach, FL 33069

Email: mylogisticspros@gmail.com