

TERMS AND CONDITIONS

Cloud Shipping Customer Terms and Conditions (“Terms and Conditions”)

These terms and conditions apply to all services provided by Cloud Shipping.

IMPORTANT NOTICE

When You use the services of Cloud Shipping You are agreeing, on behalf of yourself and on behalf of anyone else with an interest in the Shipment that these Terms and Conditions listed below shall apply from the time the Carrier accepts the Shipment, unless otherwise agreed in writing by an authorized officer of Cloud Shipping.

“Shipment” means all documents, packages, parcels or heavy freight Shipments that travel under one waybill with a Carrier partner of Cloud Shipping so that the invoice for that Shipment comes from Cloud Shipping. Every Shipment is authorized to be transported on a limited liability basis as provided herein.

“Carrier” means a transportation company that picks up, transports and delivers Shipments.

Cloud Shipping and subsidiaries companies will hereafter be referred to as “Cloud Shipping” “You”, “Your” or “Yourself” means your company and You as an authorized representative of your company.

1. Cloud Shipping Account

When You use the services of Cloud Shipping You agree that You are an authorized representative of your company and that You are opening an account with Cloud Shipping for your company. By ordering services from Cloud Shipping You, and your company, understand that Cloud Shipping is not a transportation company. You will not receive transportation services directly from Cloud Shipping but will receive discounted billing from Cloud Shipping for shipping services provided by a Carrier or Carriers.

You agree to the terms and conditions in the Cloud Shipping Account Application. You agree that the information provided in the Cloud Shipping Account Application is for the purpose of obtaining credit and is warranted to be true. By signing the Cloud Shipping Account Application You authorize Cloud Shipping to investigate the references provided pertaining to Your credit and financial responsibility.

Cloud Shipping may cancel Your account at any time without prior notice to You for any reason or no reason. You agree that if the account is cancelled you will pay for all shipments made under the account even if invoiced after the cancellation date.

2. Subject to the Terms and Conditions of Carriers

You agree that all Shipments are subject to the terms and conditions of the Carriers, as well as these Terms and Conditions. Each Carrier has specific restrictions and prohibitions that You agree to become familiar with prior to tendering any Shipments to Carriers. You agree to review and comply with all terms and conditions of the Carriers, which are available on their websites and/or air waybills or BOL. You warrant to Cloud Shipping and to the Carrier that all information provided by You is true, complete and accurate, that the Shipment was prepared in secure premises by Your

employees, that You employed reliable staff to prepare the Shipment, that You protected the Shipment against unauthorized interference during preparation, storage and transportation to the Carrier, that the Shipment is properly marked and addressed, that all applicable customs, import, export and other laws and regulations have been complied with and that the waybill has been signed by You or Your authorized representative.

3. Rates

You agree the rates provided by Cloud Shipping are for You only and that You will not let other companies use the rates without authorization from Cloud Shipping. You agree not to resell the services of Cloud Shipping to other companies and You agree to immediately notify Cloud Shipping if another company is found to be using Your Cloud Shipping account. These rates are subject to change without notice. These rates may also change if the characteristics of the actual Shipment differ from those reported by You such as weight, dimension, commodity and other conditions not accurately described at the time the Shipment is processed.

4. Packaging

You acknowledge that You have properly packaged the Shipment to ensure safe transportation with ordinary care in handling and that the Shipment packaging meets the requirements of the Carriers and industry standards for packaging of such goods for transport as described in the Carrier's terms and conditions. You further acknowledge that the contents of the Shipment were not damaged and were in good working order prior to shipment, unless otherwise noted by you prior to shipment and that you have done nothing to conceal the contents of the Shipment or any possible damage to the contents of the Shipment prior to the Shipment being tendered to the Carrier or thereafter.

5. Loss or Damage Claims

You agree that Cloud Shipping acts solely as a Third Party "bill to" and bears no express or implied liability for Shipments. You agree that Cloud Shipping has not expressed or implied that Cloud Shipping is a Carrier, or represents a specific Carrier.

You agree that any service failure, late freight, loss or damage claim is handled directly by the Carrier that transported the Shipment and that payment to Cloud Shipping is not subject to nor conditional upon a Carrier's settlement or refusal to pay a claim. You acknowledge and agree that Cloud Shipping is a support and technology company and is not a transportation company and that only the Carrier can be held liable for service claims.

6. Insurance

You understand that and agree You are responsible for arranging for any shipment delay or damage coverage directly with the carrier for Shipments booked through Cloud Shipping. Cloud Shipping is not responsible for any cargo damage, delay or loss of Shipments moved through an Cloud Shipping Carrier. You may be offered the option to select a shipment warranty product on the Cloud Shipping website but Cloud Shipping is under no obligation to provide this service. This shipment warranty product is a transportation services warranty and not insurance. If you choose the shipment warranty product, its terms and conditions listed on the Cloud Shipping website will apply. If You choose not to insure the Shipment You agree to accept the Carrier's standard liability, if granted by the Carrier, under their terms and conditions. You further agree to accept the Carrier's decision, whether You chose insurance or not, as full and final resolution of your claim.

7. Customs Processing

The Carrier will process Your Shipment for customs clearance in the country of its destination. Customs clearance procedures may vary widely in different countries. You agree that payment to Cloud Shipping is not subject to nor conditional upon any actions or delays of the customs officials.

8. Payment

You agree to pay Cloud Shipping within 14 days FROM DATE OF INVOICE except invoices for Duties and Taxes which you agree to pay immediately upon receipt of the invoice. You agree that in the event Your account is not paid according to the terms above or as described on the invoice Your discounts may be reduced, therefore shipment pricing may increase, on all delinquent amounts over 30 days late. You also agree that Cloud Shipping may have Shipments and freight pickup curtailed until Your account is brought current and that all costs of collection, including reasonable attorney fees if incurred, will also be Your responsibility. Duties and Taxes may be up to 6 months after invoice. Payment terms to Cloud Shipping will not be extended due to pending issues with Carriers. Despite any instructions to collect payment from any other Third Party or Your confusion about whom to pay, You agree to remain responsible to pay Your Cloud Shipping invoice within the terms above.

9. Security

You agree to send goods and materials in compliance with the Carrier's requirements and security restrictions in place at the time of the shipment. You will only ship goods and materials that you own or originate with You or Your company.

10. Dangerous Goods

If You ship dangerous goods, as defined by the Carrier, You agree to all the terms and conditions of the Carrier regarding these items, including but not limited to proper packaging, preparation for transport, training and updating employees, and paperwork requirements. You further represent that your employees have been properly trained in the handling and transportation of these items and will present certification and other paperwork if requested. In the event of a breach of any requirement regarding dangerous goods you agree to indemnify and hold harmless Cloud Shipping from all loss and liability arising from said shipment(s) and/or breach.

11. Refunds

Where you have made a payment, or Cloud Shipping has collected payment via credit card or other automated collection process, you should address any invoice dispute or refund requests, in accordance with your contractual or statutory rights, in writing to Cloud Shipping.

12. Miscellaneous

Except as expressly stated herein, there are no other warranties, express or implied, by operations of law or otherwise, of the services furnished by a particular purpose or arising from a course of dealing or usage or trade. Cloud Shipping shall have no other liability to You in connection with the services furnished, including without limiting the generality of the foregoing, any liability for direct, indirect, incidental, special or consequential damages or any injury or damages to persons and property. Cloud Shipping will not be liable for goods or materials damaged by shipment. In addition Cloud Shipping is not liable for any loss or damage arising out of circumstances beyond its control. These

include but are not limited to: electrical or magnetic damage to, erasure of, electronic or photographic images, data or recordings; acts of God, acts of public authorities acting with actual or apparent authority; acts or omissions of customs or similar authorities insufficient information provided by You; the application of security regulations imposed by the government; a government agency hold; riots, strikes or other labor disputes; civil unrest; industrial action' disruptions of any kind in air or ground transportation networks such as weather phenomena and natural disasters.

These Terms and Conditions supersede any other terms or conditions provided to You by anyone at Cloud Shipping unless in writing.

Any claim made by you against Cloud Shipping with respect to any services provided by Cloud Shipping or a Carrier must be made in writing and delivered to Cloud Shipping within the terms required by the Carrier or within 14 days of the date of the invoice, whichever is earlier, and any claim not made or notified as above will be deemed to be waived and absolutely barred except where You can demonstrate it was impossible for You to comply with this time limit and that You made the claim as soon as it was reasonably possible for You to do so.

Notwithstanding the above, Cloud Shipping shall in any event be discharged of all liability whatsoever howsoever arising with respect to any services provided to You by Cloud Shipping or any Carrier unless suit is brought and written notice thereof is given to Cloud Shipping within 6 months from the date the event or occurrence alleged to give rise to a cause of action against Cloud Shipping.

Any dispute arising under or in any way connected with these Terms and Conditions apply shall be subject, for the benefit of Cloud Shipping, to the non-exclusive jurisdiction of the courts of, and governed by the law of the country or state of the party involved in the shipment that is responsible for payment of the Cloud Shipping invoice and said party irrevocably submits to such jurisdiction, unless contrary to applicable law.

The advice and information given to You by Cloud Shipping is provided for You only and You agree not to pass on any such advice or information to any third party without Cloud Shipping' written consent. You agree to indemnify Cloud Shipping against all loss and damage suffered as a consequence of Your breach of this requirement.

You consent to the use, publication and processing of the information contained in Your Account Application by Cloud Shipping, Carriers and other vendors who might request this information to further assist You in Your transportation needs. Cloud Shipping will not share your information with anyone other than companies associated of affiliated with Cloud Shipping. All information is stored securely in accordance with local data protection law.

The invalidity or unenforceability of any provision shall not affect any other part of these Terms and Conditions.

You have read and agree to all these Cloud Shipping Terms and Conditions and you acknowledge that You have read and agree to the Carrier's terms and conditions.