



Airblox™ User Agreement

Last updated: March \_\_\_7th\_\_\_, 2022

**IMPORTANT—THIS IS A LEGALLY BINDING CONTRACT. READ THIS ENTIRE AGREEMENT CAREFULLY PRIOR TO USING THE APPLICATION.**

**THIS AGREEMENT CONTAINS VERY IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS. THIS AGREEMENT CONTAINS LIMITATIONS AND EXCLUSIONS THAT LIMIT THE RELIEF YOU CAN SEEK FROM AIRBLOX. THIS AGREEMENT LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM AIRBLOX.**

**THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION CLAUSE AND A CLASS ACTION ARBITRATION WAIVER.**

**THIS AGREEMENT INCORPORATES AIRBLOX’S PRIVACY POLICY WHICH IS PART OF THIS AGREEMENT AND CAN BE ACCESSED BY THIS LINK: <https://airblox/privacypolicy>. AIRBLOX’S PRIVACY POLICY DESCRIBES ITS POLICIES AND PROCEDURES ON THE COLLECTION, MAINTENANCE, USE AND DISCLOSURE OF YOUR INFORMATION WHEN YOU USE THE APPLICATION.**

Securing Air Cargo Capacity has historically been a time consuming and costly challenge. Airblox is committed to reducing uncertainty and elevating confidence with a clearly defined electronic block space agreement or “eBSA.” The Airblox digital air cargo capacity exchange allows Freight Forwarders or “Buyers” and Air Carriers or “Sellers” to scale their air cargo capacity needs by offering clear terms between qualified Sellers and Buyers.

When securing Capacity on Airblox, Buyers will know what is and what is not included in their eBSA, including clear pricing terms and conditions regardless of size of the Capacity. All Sellers working through the platform abide by the same rules determining which costs must be included up front. This includes Sellers’ agents and subcontractors and their services; not just the services that are being provided directly by Sellers.

Airblox provides a platform where Buyers can search for Global Air Cargo Capacity. Buyers can outright Buy Capacity at the Base Price listed in the Application, Block the Capacity for a prorated fee as listed in the Application which is applied to the Base Price when purchased, or Bid for the listed Capacity as stated in the Application. In all cases Airblox is providing only a digital air cargo capacity exchange between Sellers and Buyers, and Airblox is in no way a party to any contract for the air cargo freight services

between Sellers and Buyers, including the Air Waybill or any other terms, conditions, charges, or surcharges imposed by Seller. Airblox does not buy or sell or provide air cargo freight services and is not a party to the terms and conditions stated by any Seller as a condition of its air cargo freight services. For their respective relationship with Airblox, Sellers are bound by this Agreement and the terms of service applicable to Sellers and the Buyers are bound by the terms of service applicable to Buyers.

This Agreement is a legal contract between Airblox on the one hand and Sellers and Buyers on the other hand that sets forth the terms and conditions that Sellers and Buyers agree to in exchange for their respective right to use of the Airblox Application. By accessing and using the Application, Sellers and Buyers agree to be bound by this Agreement and by the Privacy Policy found at: <https://www.airblox.com/privacypolicy>.

**I. DEFINITIONS.** The following terms in this Agreement that are capitalized or that appear in all capitalized letters shall have the meanings set forth here regardless of whether the term appears in singular or plural form.

A. "Agreement" means this Airblox User Agreement, including any other agreement such as the Airblox Privacy Policy, and any other terms, and conditions expressly incorporated herein by reference.

B. "Airblox" means AC Carrier Technologies, Inc., an Illinois corporation, doing business as Airblox located in Inverness, Illinois and any Affiliate.

C. "Air Waybill" means the Master Air Waybill(s), the House Air Waybill(s), any other contract(s) of carriage, and any other agreement(s) between Seller and Buyer setting forth the terms and conditions for a Shipment, including charges, surcharges, import or export requirements, documentation requirements, restrictions, limitations, and security requirements.

D. "Application" means each of the following, separately, collectively, and in any combination: (i) the Website, (ii) any Airblox software program, (iii) any mobile application (commonly called an "app") provided by Airblox or by an Application Store and installed on a Device, (iv) any services provided by Airblox on the Website, any Airblox software program, or any mobile application, and (v) the Service.

E. "Affiliate" means an entity that controls, is controlled by or is under common control with a Party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.

F. "Account" means the unique account created by a Seller or Buyer to access and

use the Application.

G. "Base Transportation Rate" means the rate stated in the Application for Capacity that Buyer agrees shall be charged against Buyer's Veem Account and credited to Seller's Veem Account immediately upon Buyer's Buy, Seller's acceptance of Buyer's Bid, and when Buyer's purchase of a Block.

H. "Bid" means an offer by a Buyer to pay a designated price for a specified Capacity published by Seller on the Application which may be accepted by Seller and result in a Buy.

I. "Block" means a Buyer's purchase of an option at the Block Price of an exclusive, nontransferable, non-assignable right to purchase specified Capacity published on the Application by Seller at the stated Base Transportation Rate which may be exercised by Buyer within the limited period of time stated in the Application;

J. "Block Price" means the nonrefundable pro rata amount of the Base Transportation Rate stated in the Application charged by Seller and paid by Buyer in exchange for the Buyer's purchase of a Block.

K. "Buy" means either (i) Buyer's exclusive, limited, transferable purchase of Capacity published on the Application by Seller or by a Buyer-reseller at the stated Base Transportation Rate, (ii) Seller's acceptance of Buyer's Bid, or (iii) Buyer's exercise of its exclusive right to purchase the Block within the limited period of time stated in the Application at the Base Transportation Rate that gives Buyer the exclusive, limited, transferable purchase of Capacity published on the Application by Seller at the stated Base Transportation Rate.

L. "Buyer" means a Freight Forwarder or such other Party with an Account authorized to use the Application to make a Bid, Block or Buy of any Capacity.

M. "Capacity" means a predetermined designated container or pallet position on an identified aircraft with a specific flight origin and destination, date and time, with stated weight and dimensional specifications offered for sale by a Seller on the Application.

N. "Country" means the United States of America.

O. "Content" means (i) all information, including text, images, and data created, posted, uploaded, or otherwise made available by a Seller, Buyer, or Airbox on the Application, and (ii) all information that can be read or downloaded by a Seller, Buyer, or Airbox from the Application regardless of the form of that content.

P. "Device" means any device that can access the Application such as a computer, a cellphone, or a digital tablet.

Q. "Dispute" means any action, cause of action, claim, controversy, demand, or legal proceeding arising out of or relating to the Agreement (including any breach, termination, enforcement or interpretation thereof), the Application, or the Service.

R. "eBSA" means an electronic block space agreement between a Buyer and a Seller for Capacity at a specified Base Transportation Rate.

S. "Fee" means the nonrefundable charge that Buyer agrees to pay to Airblox as stated in the Application for a Buy or for a Block.

T. "Feedback" means any comments, suggestions, information, or other transmittal of ideas, including information that can be used for innovation or improvements, sent by Seller or Buyer to Airblox regarding the attributes, performance or features of the Application.

U. "Goods" means cargo, commodities, goods, materials, products, or things of any kind or description, in any quantity placed with a Seller for Shipment.

V. "Order" means (i) a Bid that is accepted by a Seller, (ii) a Block, or (iii) a Buy.

W. "Parties" means Airblox, Buyer, and Seller collectively and in any combination.

X. "Party" means Airblox, Buyer, and Seller individually.

Y. "Privacy Policy" means the Airblox Privacy Policy describing the policies and procedures governing Airblox's collection, maintenance, use and disclosure of Seller/Buyer's information when you use the application and service. Airblox's Privacy Policy is subject to modification from time to time and is set forth here: <https://airblox/privacypolicy>.

Z. "Seller" means a business that performs air freight transportation services with an Account authorized to use the Application to publish and sell its Capacity.

AA. "Seller/Buyer" means Seller when an Account holder uses the Application to publish Capacity for Bid, Block, or Buy and means Buyer when the Account holder uses the Application to Bid, Block, or Buy Capacity.

BB. "Service" means the database search and booking service provided by the Application whereby (i) Sellers publish their inventory of available Capacity, costs, and other applicable information and Buyers access such information and purchase

available Capacity from the Sellers subject to the eBSA and subject to the terms and conditions independently agreed to between the Sellers and Buyers including any Air Waybill, and (ii) a Buyer that has purchased Capacity from a Seller can republish the previously purchased Capacity in order that other Buyers may purchase such Capacity subject to an eBSA with the original Seller and subject to the terms and conditions independently agreed to between the original Seller and the subsequent Buyer including any Air Waybill.

CC. "Shipment" means the transport of all Goods from one location to another in the Capacity.

DD. "Subscription" means the access to the Application offered by Airblox to Seller on a weekly, monthly or annual basis in exchange for a Subscription Fee.

EE. "Subscription Fee" means the fee stated in the Application and charged by Airblox to a Seller to use the Application to publish and sell its Capacity.

FF. "Terms" means the terms and conditions that comprise this Airblox™ User Agreement which forms the entire agreement between Airblox on the one hand and Buyer or Seller as appropriate on the other hand governing the right to use the Application.

GG. "Veem Account" means an active account in good standing with Veem that enables a Buyer to pay for Capacity purchased using the Application and to pay the Fee and that enables a Seller to receive payment from Buyers and to pay Airblox the Subscription Fee.

HH. "Website" refers to the Airblox website and all website services provided by Airblox at <https://www.airblox.com> and all subpages therein.

## **II. BUYER'S RIGHT TO USE OF THE APPLICATION AND BUYER'S OBLIGATIONS.**

Airblox agrees that Buyer may use the Application to purchase Capacity from Sellers as follows.

A. Subject to these Terms, Buyer is granted the limited, non-exclusive, non-transferrable, revokable right to use the Application to make a Bid for Capacity, to Block Capacity, to Buy Capacity, and to republish Capacity for sale after Buyer has made a Buy for the Capacity.

B. To use and to continue using the Application, Buyer must at all times (i) create and maintain an Account on the Application by providing the information required by Airblox on the Application which must include Buyer's International Air Transport Association ("IATA") credentials and which may include but is not limited to Buyer's

name, email, telephone number, address, Buyer's authorized representative's name, email, and telephone number, and (ii) maintain a Veem Account in good standing with sufficient funds to make all payments required by this Agreement.

C. Buyer agrees that Airblox is authorized to maintain Buyer's information in its database and to make such information available to Seller as necessary to effect the transactions and payments set forth in this Agreement.

D. All information provided by Buyer to Airblox shall be accurate, complete, and current at all times. Buyer's failure to update its information so that it is accurate, complete and current constitutes a breach of the Terms, which may result in immediate termination of Buyer's Account and right to use the Application.

E. Buyer is responsible for safeguarding its username and password that Buyer uses to access the Application and for any activities or actions taken using Buyer's username and password. Buyer will only disclose its username and password to persons authorized to purchase Capacity from Sellers on behalf of Buyer and to bind Buyer to eBSA; Buyer agrees not to disclose Buyer's username and password to any third party. If Buyer's username or password is disclosed to any unauthorized person, Buyer will promptly notify Airblox that its username or password has been compromised and change its username or password on the Application. Buyer shall notify Airblox immediately upon becoming aware of any breach of security or unauthorized use of Buyer's Account.

F. Buyer may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than Buyer without appropriate authorization, or a name that is otherwise offensive, vulgar, or obscene.

G. Buyer agrees that it is solely responsible for the use of its Account, username, and password, and Buyer indemnifies Airblox for any wrongful use of Buyer's Account, username or password.

H. Airblox has the right to provide to third parties, including Veem, any information necessary to process any payment for any Order or for use of the Application, including any Base Transportation Rate, Block Price, Fee, or Subscription Fee.

I. When Buyer makes a Buy, Buyer agrees to the terms of the eBSA with Seller for the specified Capacity at the Base Transportation Rate subject to the Air Waybill and any additional charges, surcharges, fees, costs, terms and conditions required by Seller.

J. When Buyer executes an eBSA on the Application, Buyer has entered into a contract with the Seller for the specified Capacity subject to any terms and conditions independently agreed to between the Seller and the Buyer.

K. If Buyer purchases a Block at the non-refundable Block Rate and fails to exercise its right to purchase the Capacity within the limited period of time stated in the Application, Buyer has no right, title or claim to purchase the Capacity and forfeits the nonrefundable Block Rate to the Seller. If Buyer purchases a Block, Buyer may thereafter exercise its right to convert the Block to a Buy by electing to pay the remaining amount of the Base Transportation Rate provided that Buyer does so prior to expiration of the limited period of time stated in the Application for exercising such right.

L. Buyer agrees to pay the Base Transportation Rate or the Block Price immediately upon the execution of any Buy or Block, that such payment is immediately due and payable, that such payment is nonrefundable by Airblox, and that Airblox shall have full authority to direct the payment from Buyer's Veem Account to Seller's Veem Account and/or Airblox's Veem Account.

M. Buyer agrees to pay the Fee stated in the Application immediately upon the execution of any Block or Buy, that the Fee is immediately due and payable, that the Fee is nonrefundable, and that Airblox shall have full authority to direct the payment of the Fee from Buyer's Veem Account to Airblox's Veem Account.

N. Buyer represents, warrants, and agrees as follows:

1. Airblox is an air cargo capacity exchange that facilitates the purchase and sale of Capacity between Seller and Buyer, and Seller and Buyer bear full responsibility for the successful execution of the eBSA based on the information Buyer provides to Seller;
2. Airblox coordinates with Veem to manage payment by Buyer to Seller for any Base Transportation Rate or Block Price but is not a party to the eBSA in any capacity;
3. Buyer holds all necessary licenses and has fulfilled all regulations necessary for performance of freight forwarder services and for purchasing Capacity from Seller through the Application;
4. all information provided by Buyer to Airblox is true and accurate, including but not limited to all Account information and Veem Account information, and, if any

information provided by Buyer to Airblox changes, Buyer will provide Airblox with updated information before continuing to use the Application;

5. Airblox has no responsibility for setting and no control over the amounts charged by Sellers, Buyer resellers, or third parties, including the but not limited to the Base Transportation Rate, the Block Price, surcharges, upcharges, tariffs, documentation fees, inspection fees, handling fees or any other costs, charges, or fees;

6. Buyer is solely responsible for reviewing, understanding, and executing all terms and conditions (i) of the eBSA, (ii) of the Air Waybill, or (iii) imposed by Seller for any Capacity including all terms and conditions of price, surcharges, upcharges, tariffs, weight, packaging, documentation, inspection, security requirements, and handling instructions;

7. Seller and Buyers are not agents, contractors, subcontractors, independent contractors, Affiliates of, or otherwise affiliated with Airblox;

8. Airblox does not directly or indirectly control, manage, or influence Sellers or Buyers;

9. Airblox does not endorse or recommend Sellers;

10. Airblox has not provided any appraisal or assessment of any Seller or any Content provided by Seller on the Application, including the truth or accuracy of the Content;

11. Airblox makes no representation, warranty or guaranty as to the accuracy of any Content;

12. Buyer covenants not to sue and agrees to hold Airblox harmless for any Content;

13. Airblox has no obligation to provide Capacity or to guaranty Capacity;

14. Airblox does not provide any insurance for any Goods placed for Shipment by Buyer with Seller using the Application, and Airblox assumes no responsibility for any Goods placed for Shipment by Buyer with Seller using the Application;

15. For every Air Waybill that applies to the Capacity, Buyer is solely responsible for delivering all of the Goods for Shipment to Seller's location within Seller's stated deadline, in a manner acceptable to Seller for Shipment;

16. Buyer is solely responsible for the review, negotiation, and execution of the eBSA, the Air Waybill, and any other documents or agreements required by Seller or Buyer, and Buyer is free to consult with its own attorney before doing so;

17. by placing an Order for Capacity through the Application, Buyer warrants that Buyer is legally capable of entering into binding contracts, the particular eBSA with Seller, and any Air Waybill required by Seller;

18. any right that Airblox may have to cancel an Order does not create or impose any burden or obligation on the part of Airblox to cancel an Order and does not confer any right on Buyer to direct Airblox to cancel an Order;

19. Airblox has the right to retain any information provided by Buyer to the extent required to comply with any regulation or statute of any country or governing body;

20. Airblox has no obligation to collect, pay, report, any taxes on any payments from Buyer to Seller for any Buy or Block; and

21. all Buys and Blocks are final.

O. Without limiting any other indemnification or hold harmless provision of this Agreement, Buyer agrees to defend, indemnify, and hold harmless Airblox from and against any and all actions, causes of action, claims, demands, and other legal proceedings (for this paragraph individually, "Claim", and collectively, "Claims"), including but not limited to attorneys' fees and costs, arising out of or relating to: (i) the relationship between Buyer and Airblox, whether based in law or equity, contract, tort, statute, or any other legal theory; (ii) Buyer's breach of this Agreement, including without limitation any representation or warranty contained in this Agreement; (iii) Buyer's access to or use of the Application; (iv) Buyer's provision to Airblox of information or other data; (v) Buyer's violation or alleged violation of any foreign or domestic, international, federal, state, or local law or regulation; (vi) Buyer's violations of the Agreement or other prohibited conduct; (vii) any Content posted on the Application by Buyer; (viii) Buyer's violation or alleged violation of any of Airblox's or any third party's copyrights, trademarks, patents, or other intellectual property or proprietary rights; and (ix) the relationship between Buyer and Seller, whether based in law or equity, contract, tort, statute or any other legal theory. Airblox shall have the right but not the obligation, to participate through counsel of its choice in any defense of any Claim as to which Buyer is required to defend, indemnify, or hold harmless. Buyer may not settle any Claim without the prior written consent of Airblox.

P. Buyer agrees that Airblox shall in no event be liable for losses of any sort for Goods, including losses from delays, damage during transport, indirect or consequential loss such as but not limited to loss of profit and loss of market, loss of or damage to the Shipment due to inherent defect of the Shipment, acts or omissions or misrepresentations of Buyer, Buyer's intentional or negligent conduct negatively affecting the Shipment, Seller's intentional or negligent conduct negatively affecting the Shipment, the intentional or negligent acts of any third-party affecting the Shipment, Buyer's agents or any third party that the Buyer employs, or improper packing or marking of the Shipment.

Q. Airblox shall not be responsible for any delay of any payment for any purpose.

R. Buyer agrees that it is solely responsible for and shall provide Seller in an accurate and timely manner with all information and documentation necessary for the successful execution of the Shipment and to respond in a timely manner to any further requests for information or documentation from the Seller, including declaring any Goods that may be considered hazardous or dangerous for the relevant mode of carriage.

S. Buyer agrees that upon executing a Bid, Buy or Block based on the data and criteria entered by Buyer into the Application, Buyer shall be deemed to have warranted to the Seller the accuracy, at the time the Goods were consigned to the Seller, of all particulars relating to the general nature of the Goods, their marks, number, weight, volume, and quantity and, if applicable, any hazardous or dangerous character of the Goods.

T. Buyer agrees that Seller and Airblox will not be held accountable for any costs, delays, or legal proceedings that may result from nondisclosure of possible hazardous or dangerous character of Goods, and Buyer will indemnify and hold harmless Seller and Airblox for any costs or expenses arising from Buyer's failure to so declare.

U. Buyer agrees to comply with all applicable anti-bribery, anti-money laundering, anti-corruption, anti-terrorism, and human rights laws (including but not limited to no-child-labor, compliance with minimum wages and no discrimination) and related international treaties and will institute and maintain policies and procedures designed to promote and achieve compliance with such laws and treaties. Buyer further will not, and will ensure that its Affiliates, subsidiaries, and sub-contractors will not, engage in activities prohibited under any anti-bribery, anti-money laundering, anti-corruption, anti-terrorism and human rights laws and related international treaties and treaties applicable to persons in relevant jurisdictions in which it does business.

**III. SELLER'S USE OF THE APPLICATION.** Airblox agrees that Seller may use the Application to post Capacity for purchase by Buyers as follows.

A. Subject to these Terms, Seller is granted a limited, nonexclusive, non-transferrable, revokable right to use the Application to publish Capacity to be purchased by Buyers using the Application on the terms and prices set by Seller from time to time.

B. To use the Application, Seller must create and maintain an Account on the Application by providing the information required by Airblox on the Application which must include Seller's IATA credentials and which may include but is not limited to Seller's name, email, telephone number, address, and Seller's authorized representative's name, email, and telephone number, and Veem Account. Seller agrees that Airblox is authorized to maintain Seller's information in its database and to make such information available to Buyers as necessary to effectuate the transactions set forth in this Agreement.

C. All information provided by Seller to Airblox shall be accurate, complete, and current at all times. Seller's failure to update its information so that it is accurate, complete, and current constitutes a breach of the Terms, which may result in immediate termination of Seller's Account on Airblox's Application.

D. Seller is responsible for safeguarding its username and password that Seller uses to access the Application and for any activities or actions taken using Seller's username and password. Seller will only disclose its username and password to persons authorized to publish Capacity on the Application on behalf of Seller and to bind Seller to eBSA; Seller agrees not to disclose Seller's username and password to any third party. If Seller's username or password is disclosed to any unauthorized person, Seller will promptly notify Airblox that its username or password has been compromised and change its username or password on the Application. Seller shall notify Airblox immediately upon becoming aware of any breach of security or unauthorized use of Seller's Account.

E. Seller may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than Seller without appropriate authorization, or a name that is otherwise offensive, vulgar, or obscene.

F. Seller agrees that it is solely responsible for the use of its Account, username, and password and indemnifies Airblox for any wrongful use of Seller's Account, username, or password.

G. Airblox has the right to provide to third parties, including Veem, any information necessary to process any payment for any Order, including any Base Transportation Rate, Block Price, Fee, or Subscription Fee.

H. When Buyer makes a Buy or Seller accepts a Bid, Seller agrees to the terms of the eBSA with Buyer for the specified Capacity at the Base Transportation Rate subject to the Air Waybill and any additional charges, surcharges, fees, costs, terms, and conditions required by Seller.

I. When Seller executes an eBSA on the Application, Seller has entered into a contract with the Buyer for the specified Capacity subject to any terms and conditions independently agreed to between the Seller and the Buyer.

J. Seller represents, warrants, and agrees as follows:

1. Airblox is an air cargo capacity exchange that facilitates the exchange of air cargo capacity between Seller and Buyer, and Seller and Buyer bear full responsibility for the successful execution of the eBSA based on the information Buyer provides to Seller;
2. Airblox coordinates with Veem to manage payment by Buyer to Seller for any Base Transportation Rate or Block Price but is not a party to the eBSA in any capacity;
3. Seller is duly incorporated and holds all necessary licenses and has fulfilled all regulations necessary for performance of the air cargo shipment services sold by Seller and purchased by Buyer through the Application;
4. all information provided by Seller to Airblox is true and accurate, including but not limited to all Account information and Veem Account information, and, if any information provided by Seller to Airblox changes, Seller will provide Airblox with updated information before continuing to use the Application;
5. Seller is solely responsible for reviewing, understanding, and executing all terms and conditions (i) of the eBSA, (ii) of the Air Waybill, or (iii) imposed by Buyer for any Capacity including all terms and conditions of price, surcharges, upcharges, tariffs, weight, packaging, documentation, inspection, security requirements, and handling instructions;
6. Buyers and Sellers are not agents, contractors, subcontractors, independent contractors, Affiliates of, or otherwise affiliated with Airblox;

7. Airblox does not directly or indirectly control, manage, or influence Buyers or Sellers;
8. Airblox does not endorse or recommend Buyers;
9. Airblox has not provided any appraisal or assessment of any Buyer or the Content provided by Buyer on the Application including the truth or accuracy of the Content;
10. Airblox makes no representation, warranty or guaranty as to the accuracy of any Content;
11. Seller covenants not to sue and agrees to hold Airblox harmless for any Content;
12. Airblox has no obligation to provide Capacity or to guaranty Capacity;
13. Airblox does not provide any insurance for any Goods placed for Shipment by Buyer with Seller using the Application, and Airblox assumes no responsibility for any Goods placed for Shipment by Buyer with Seller using the Application;
14. Airblox has no responsibility for setting and no control over the amounts charged by Sellers, Buyer resellers, or third parties, including the but not limited to the Base Transportation Rate, the Block Price, surcharges, upcharges, tariffs, documentation fees, inspection fees, handling fees or any other costs, charges, or fees;
15. Seller is solely responsible for the review, negotiation, and execution of the eBSA, the Air Waybill, and any other documents or agreements required by Seller or Buyer, and Seller is free to consult with its own attorney before doing so;
16. Seller is solely responsible for accepting materials from Buyer at Seller's location within Seller's stated deadline, in a manner acceptable to Seller for shipment;
17. by listing Capacity through the Application, Seller warrants that Seller is legally capable of entering into binding contracts, the particular eBSA with Buyer, and any Air Waybill required by Seller;
18. any right that Airblox may have to cancel an Order under this Agreement does not create or impose any burden or obligation on the part of Airblox to cancel an Order and does not confer any right on Seller to direct Airblox to cancel an Order;

19. Airblox has the right to retain any information provided by Seller to the extent required to comply with any regulation or statute of any country or governing body;

20. Airblox has no obligation to collect, pay, report, any taxes on any payments from Buyer to Seller for any Buy or Block; and

21. all Buys and Blocks are final.

K. Without limiting any other indemnification or hold harmless provision of this Agreement, Seller agrees to defend, indemnify, and hold harmless Airblox from and against any and all actions, causes of action, claims, demands, and other legal proceedings (for this paragraph individually, "Claim", and collectively, "Claims"), including but not limited to attorneys' fees and costs, arising out of or relating to: (i) the relationship between Seller and Airblox, whether based in law or equity, contract, tort, statute, or any other legal theory; (ii) Seller's breach of this Agreement, including without limitation any representation or warranty contained in this Agreement; (iii) Seller's access to or use of the Application; (iv) Seller's provision to Airblox of information or other data; (v) Seller's violation or alleged violation of any foreign or domestic, international, federal, state, or local law or regulation; (vi) Seller's violations of the Agreement or other prohibited conduct; (vii) any Content; (viii) Seller's violation or alleged violation of any of Airblox's or any third party's copyrights, trademarks, patents, or other intellectual property or proprietary rights; and (ix) the relationship between Seller and Buyer whether based in law or equity, contract, tort, statute or any other legal theory. Airblox shall have the right but not the obligation, to participate through counsel of its choice in any defense of any Claim as to which Seller is required to defend, indemnify, or hold harmless. Seller may not settle any Claim without the prior written consent of Airblox.

L. Seller agrees that Airblox shall in no event be liable for losses of any sort for goods, materials, or anything being shipped, including losses from delays, damage during transport, indirect or consequential loss such as but not limited to loss of profit and loss of market, loss of or damage to the Shipment due to inherent defect of the Shipment, acts or omissions or misrepresentations of Buyer, Buyer's intentional or negligent conduct negatively affecting the Shipment, Seller's intentional or negligent conduct negatively affecting the Shipment, the intentional or negligent acts of any third-party affecting the Shipment, Buyer's agents or any third party that the Buyer employs, or improper packing or marking of Shipment.

M. Seller represents and warrants that it is duly incorporated and holds all necessary licenses and has fulfilled all regulations necessary for performance of the air cargo freight forwarding services. Seller shall apply industry best practices while

performing air cargo freight services. Seller shall comply with all applicable laws and regulations at all points throughout the air cargo freight transportation route.

N. Seller agrees to comply with all applicable anti-bribery, anti-money laundering, anti-corruption, anti-terrorism, and human rights laws (including but not limited to the no-child-labor, compliance with minimum wages and no discrimination) and related international treaties and will institute and maintain policies and procedures designed to promote and achieve compliance with such laws and treaties. Seller further will not, and will ensure that its Affiliates, subsidiaries, and sub-contractors will not, engage in activities prohibited under any anti-bribery, anti-money laundering, anti-corruption, anti-terrorism and human rights laws and related international treaties and treaties applicable to persons in relevant jurisdictions in which it does business.

O. Airblox shall not be responsible for any delay of any payment for any purpose.

P. In exchange for its right to use the Application, Seller shall pay Airblox a monthly Subscription Fee as stated in the Application. Airblox, in its sole discretion and at any time, may modify the Subscription Fees. Any Subscription Fee change will become effective at the end of the then-current Subscription period. Airblox will provide Seller with reasonable prior notice of any change in Subscription Fees to give Seller an opportunity to terminate its Subscription before such change becomes effective. Seller's continued use of the Application after the Subscription Fee change comes into effect constitutes its agreement to pay the new Subscription Fee amount. Airblox shall have full authority to direct the payment of the Fees from Buyer's Veem Account to Airblox's Veem Account.

Q. Seller may cancel its Subscription renewal either through the Application's Account settings page or by contacting Airblox. Seller will not receive a refund for the fees already paid for the current Subscription period, and Seller will be able to access the Application until the end of the current Subscription period.

**IV. NO CANCELLATIONS.** Orders (e.g., a Buy or a Block) and Bids cannot be cancelled, terminated, or reversed on the Application. Once a Buyer makes an Order or a Bid, a Buyer or Seller must contact the other directly to discuss whether the Buyer and Seller can reach an agreement to cancel, terminate, or amend the Order or Bid outside the Application. Airblox assumes no responsibility or obligation to affect any refund of any payments made through Buyer's or Seller's Veem Account for any Order that Buyer and Seller may separately and independently agree is cancelled, terminated, or otherwise amended. All Fees are deemed to be earned by Airblox immediately upon the occurrence of an Order and are not refundable, regardless of whether the Order is the product of error, mistake or misuse of Buyer's Account.

## **V. INTELLECTUAL PROPERTY INFRINGEMENT.**

A. Seller/Buyer may not: (i) modify, disassemble, decompile or reverse engineer the Application for any purpose, including for the purpose of obtaining the source code for the Application; (ii) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the Application to any third party or use the Application to provide time sharing or similar services for any third party; (iii) make any copies of the Application; (iv) remove, circumvent, disable, damage or otherwise interfere with security related features of the Application; (v) remove, circumvent, disable, damage or otherwise interfere with features that prevent or restrict use or copying of any content accessible through the Application; (vi) remove, circumvent, disable, damage or otherwise interfere with features that enforce limitations on use of the Application; (vii) delete the copyright and other proprietary rights notices in the Application; (viii) run any form of auto-responder or "spam" on the Application, or that otherwise interferes with the proper working of the Application including, for example, placing an unreasonable load on the Application's infrastructure; (ix) run any software, program, or other technology that "crawls" or "scrapes" or "spiders" through the Application or Content through manual or automated means to gather data from the Application or Content; or (x) copy or store any significant portion of the Application or Content.

B. Airblox may from time to time publish upgraded or modified versions of the Application, and may automatically electronically upgrade or modify the version of the Application Seller/Buyer is using. Seller/Buyer consents to such automatic upgrading or modification and agrees that these Terms will apply to all such upgrades and modifications.

C. The grant of the license in this Agreement is not a sale of the Application or any copy or version of the Application, and Airblox retains all right, title, and interest in and to the Application, including any upgrade or modification thereof.

D. Airblox respects the intellectual property rights of others. It is Airblox's policy to respond to any claim that the Application or Content infringes a copyright or other intellectual property rights belonging to another. Any copyright owner, or person or entity authorized to act on behalf of a copyright owner, who believes that its copyrighted work has been copied in a way that constitutes copyright infringement that is taking place through the Application, must submit notice in writing to the attention of Airblox's copyright agent via email at [info@airblox.com](mailto:info@airblox.com) and include a detailed description of the alleged infringement. Anyone who falsely represents that that the Application or Content infringes on another's copyright may be held

accountable for damages (including costs and attorneys' fees).

E. The Application and its original Content (excluding Content provided by You or other users), features and functionality are and will remain the exclusive property of Airblox and its licensors.

F. The Application is protected by copyright, trademark, patent, and other laws of both this Country and foreign countries.

G. Airblox's trademarks and trade dress may not be used in connection with any product or service without the prior written consent of Airblox.

H. If Seller/Buyer provides Airblox with Feedback concerning the Application or the Service, Seller/Buyer assign all rights, title, and interest in any such Feedback. If for any reason this assignment is ineffective, Seller/Buyer grants Airblox a non-exclusive, perpetual, irrevocable, royalty free, worldwide right and license to use, reproduce, disclose, sub-license, distribute, modify and exploit such Feedback without restriction.

**VI. TERMINATION.** Airblox may terminate or suspend Seller/Buyer's right to use the Application and/or its Account immediately, without prior notice or liability, for any reason whatsoever, including without limitation or breach of the Agreement. Upon termination, Seller/Buyer's right to use the Application will cease immediately. Buyer/Seller may terminate its Account by discontinuing use of the Application. Termination or suspension of Seller/Buyer's Account and Seller/Buyer's termination of its use of the Application does not terminate the other terms of this Agreement.

**VII. FORCE MAJEURE.**

A. If at any time Seller/Buyer's performance is or is likely to be affected by any hindrance or risk of any kind not arising from any fault or neglect of the Seller and beyond the control of the Seller including for example, a flood, earthquake, hurricane, war, pandemic, imposition of marshal law, or labor strike (a "Force Majeure Event") and which cannot be avoided by the exercise of reasonable care, the Seller/Buyer may be excused from performance only to the extent made necessary by the Force Majeure event and only for the duration of the Force Majeure Event, at no liability.

B. A Party affected by a Force Majeure Event shall notify the other Party as soon as possible, and the Parties shall work together in good faith to find alternative solutions for continuation of the eBSA.

C. Should the Force Majeure Event persist for or exceed thirty (30) consecutive days the Buyer shall have the right to cancel the eBSA with no liability to Seller, other than

payment incurred for services rendered prior to the Force Majeure Event. Seller shall use reasonable commercial steps to cooperate with Buyer in re-securing the eBSA and shall assist in its acquisition to Buyer or its designated representative required for the same.

#### **VIII. DISCLAIMER OF ALL EXPRESS AND IMPLIED WARRANTIES.**

**A. READ CAREFULLY—THIS IS A DISCLAIMER OF EXPRESS AND IMPLIED WARRANTIES INCLUDING, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE APPLICATION IS PROVIDED TO YOU "AS IS" AND "AS AVAILABLE" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, AIRBLOX, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE APPLICATION, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, AIRBLOX PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE APPLICATION WILL MEET SELLER/BUYER'S REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.**

B. Without limiting the foregoing, neither Airblox nor any of its providers make any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Application, or the information, content, and materials or products included thereon; (ii) that the Application will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Application; or (iv) that the Application, its servers, the content, or e-mails sent

from or on behalf of Airblox are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

C. Some jurisdictions may not allow the exclusion of certain types of warranties or limitations on applicable statutory rights. To the extent that a determination is made that some or all of the above exclusions and limitations do not apply to Seller/Buyer, the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

## **IX. LIMITATION OF LIABILITY.**

A. Notwithstanding any damages that Seller/Buyer might incur, the entire liability of Airblox and any of its suppliers arising out of or related to the Application or Agreement and Seller/Buyer's exclusive remedy for all of the foregoing shall be limited to the amount actually paid by Seller/Buyer through the Application for the disputed Bid, Block or Buy in the case of a Buyer, the current Subscription Period in the case of a Seller, or \$100.00 (U.S. Dollars) if Seller/Buyer has not paid anything through the Application.

B. To the maximum extent permitted by applicable law, in no event shall Airblox or its Affiliates be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Application, third-party software and/or third-party hardware used with the Application, or otherwise in connection with any provision of Agreement), even if Airblox or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

C. Some jurisdictions may not allow the exclusion or limitation of liability for incidental or consequential damages. To the extent that a determination is made that some or all of the above exclusions and limitations do not apply to Seller/Buyer, the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

D. The Application may contain bugs, errors, problems, or other limitations. Seller/Buyer agrees that its use of the Application is at its sole risk. Seller/Buyer knowingly and freely assumes all risk when using the Application. Seller/Buyer will not hold Airblox responsible for any loss or damage that results from its access to and/or use of the Application, including without limitation any loss or damage to any of Seller/Buyer's Devices, data, loss of business, business interruption, or other harm to Seller/Buyer's business operations.

**X. MANDATORY ARBITRATION.** Any Dispute will be resolved solely by binding individual arbitration, and not in a class, representative, or consolidated arbitration, action, or proceeding; except (i) Airblox retains the right to seek injunctive or other equitable relief from a court consistent with the Forum Selection And Consent to Jurisdiction clause of this Agreement to prevent the infringement or misappropriation of Airblox's intellectual property rights (for example, copyright, trademark, and patent rights), and (ii) Airblox retains the right to relief from a court consistent with the Forum Selection And Consent to Jurisdiction clause of this Agreement to collect an unpaid Order Fee owed by a Buyer for any Order(s) and any Subscription Fee owed by any Seller. This arbitration clause shall not preclude Parties from seeking provisional remedies in aid of compelling arbitration from a court consistent with the Forum Selection And Consent to Jurisdiction clause of this Agreement. You waive the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of these Terms. You and we mutually agree that any Disputes, except for those expressly excluded above, shall be settled by binding arbitration before the American Arbitration Association ("AAA") subject to its Commercial Arbitration Rules before a panel of three arbitrators ("Panel") unanimously selected and agreed to by all Parties to the arbitration proceedings, shall take place in Chicago, Illinois, United States, and shall be decided by the Panel, rather than by a judge or jury, with a reasoned decision. An arbitration award will be final and binding on the Parties without any right of appeal and judgment on the award may be entered by any court consistent with the Forum Selection And Consent to Jurisdiction clause of this Agreement. The Panel can award any damages or relief that a court could award, including individual injunctive relief. The Panel shall determine the arbitrability of any Dispute, except for those expressly excluded above. As a condition precedent to Buyer or Seller commencing an arbitration proceeding against Airblox for any Dispute, Buyer or Seller (as applicable) must first send a Notice of Dispute ("Notice") through a reputable overnight delivery services, including DHL, Federal Express (FedEx), United Parcel Service (UPS) to Airblox at PO BOX 826, ROSEMONT, IL, 60666 describing the nature and basis of the Dispute and the relief sought and if Airblox is unable to resolve the Dispute with Buyer or Supplier (as applicable) within thirty (30) days after receipt of the Notice, then Buyer or Seller (as applicable) may commence arbitration. If AAA fails to conduct the arbitration, then the arbitration shall be handled by JAMS. The Party filing the arbitration is responsible for the payment of its own administrative filing fees and its own attorneys' fees and costs. Each Party to the arbitration is responsible for paying an equal share of the arbitrator fees and any administrative fees charged by the AAA. PARTIES AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

**XI. IMPORTANT ADDITIONAL TERMS.**

A. **Notice.** Any notice to Airblox required by this Agreement shall be delivered to AC Carrier Technologies, Inc. PO BOX 826, ROSEMONT, IL, 60666.

B. **DMCA Notice And DMCA Procedure For Copyright Infringement Claims.** A notification may be submitted pursuant to the Digital Millennium Copyright Act (DMCA) to Airblox's Copyright Agent by providing the following information in writing (see 17 U.S.C. 512(c)(3) for further detail): (i) an electronic or physical signature of the person authorized to act on behalf of the copyright owner's interest; (ii) a description of the copyrighted work claimed to have been infringed, including the URL (*i.e.*, web page address) of the location where the copyrighted work exists or a copy of the copyrighted work; (iii) identification of the URL or other specific location on the Application where the alleged infringing material is located; (iv) the submitting Party's name, address, telephone number, and email address, (v) a statement showing a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law, and (vi) a statement the submitting Party made under penalty of perjury, that the above information in the notice is accurate and that the submitting Party is the copyright owner or authorized to act on the copyright owner's behalf. Airblox's copyright agent can be contacted at [info@airblox.com](mailto:info@airblox.com). Upon receipt of a notification, Airblox will take whatever action, in its sole discretion, it deems appropriate, including removal of the challenged Content from the Application.

C. **Errors And Inaccuracies.** Sellers are constantly updating Capacity on the Application. The Capacity available on the Application may be mispriced, described inaccurately, or unavailable, and Airblox may experience delays in updating information regarding Capacity on the Application. Airblox reserves the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice. Airblox cannot and does not guarantee the accuracy or completeness of any information, including prices, Capacity, images, specifications, availability, or services, stated on the Application.

D. **Right To Terminate Use Of Application.** You are free to terminate use of the Application at any time. Without limiting any other provision of this Agreement, Airblox reserves the right to, in Airblox's sole discretion and without notice or liability, to terminate Seller/Buyer's use of the Application for any reason or for no reason at all, including without limitation for any breach or suspected breach of any representation, warranty, or covenant contained in this Agreement, or of any applicable law or regulation. Seller/Buyer's right to use the Application shall automatically terminate if You breach any of this Agreement's representations, warranties, or covenants. Such termination shall be automatic and shall not require any action by Airblox. Upon any termination of Seller/Buyer's right to use the

Application, Airblox may, but has no obligation to, in Airblox's sole discretion, rescind any Application and/or delete from Airblox's systems all of Seller/Buyer's information and any other files or information that you made available to Airblox or that otherwise relates to Seller/Buyer's use of the Application. You understand and agree that we may or may not delete your content in the event that you stop using the Application. You understand and agree that we may retain copies of Seller/Buyer's Content, submissions and/or submissions and other Content indefinitely, subject to any applicable law. Airblox reserves the right to exercise whatever means it deems necessary to prevent Seller/Buyer's unauthorized use of the Application, including without limitation technological barriers such as Internet protocol number blocking and direct contact with your Internet website provider.

**E. Changes To The Terms Of This Agreement.** These Terms may change at any time. In the event that Airblox changes these Terms, Airblox may place a notice on the Website and may also send you a notification via electronic mail. If you do not agree with any new terms, you may reject them and discontinue use of the Application. If you do not accept any changes, additional or modifications to these Terms you cannot continue to use the Application. Seller/Buyer's continued use of the Application after any change to these Terms means you agree to all of the changes. Changes, amendments, or modifications made to these Terms are ineffective, unless they are made by us and updated as stated above.

**F. Prohibition Against Assignment Or Transfer.** This Agreement shall be binding upon and inure to the benefit of the Parties, their legal representatives, and Affiliates. This Agreement may be assigned or transferred by Airblox upon thirty (30) days prior notice by Airblox to Buyer and Seller by updating the Terms of this Agreement on the Application. This Agreement may not be assigned or transferred by Buyer or Seller to any other person or entity.

**G. Severability.** If any provision of this Agreement or any other agreement incorporated herein is challenged in a court or other tribunal of competent jurisdiction, such provision should first be interpreted in a manner that renders the provision enforceable. Should such court or other tribunal find that such term or provision is unenforceable, the offending term or provision shall be revised to the extent necessary to be enforceable or replaced by a term or provision which, so far as practicable achieves the legitimate aims of the Parties to this Agreement. If the offending term or provision cannot be interpreted in a manner that renders it enforceable or if it cannot be replaced in a manner to achieve the legitimate aims of the Parties, then it shall be deleted and the remainder of this Agreement shall remain in full force and effect.

H. **Jury Demand Waiver.** The Parties waive any right to a jury trial for claims brought to enforce this Agreement.

I. **Class Action Waiver.** The Parties waive any right to bring any Action as a class action.

J. **Construction Of Agreement.** This Agreement shall be deemed to have been mutually negotiated and agreed to by the Parties to this Agreement and each Party has had the opportunity to consult with counsel of its own choosing prior to accepting the Terms. This Agreement shall not be deemed to be drafted solely by any Party. This Agreement or any ambiguities in this Agreement shall not be construed strictly for or against any Party.

K. **Forum Selection And Consent To Jurisdiction.** In the event that there is any lawsuit, claim, Dispute, demand, dispute related to or arising out of this Agreement, the Application, or the Application that is not to be subject to Arbitration or if an arbitration award that must be confirmed, registered, or otherwise converted to a judgment enforceable in a court (collectively "confirmation"), such dispute or confirmation shall be filed only in the state or federal courts located in Chicago, Cook County, Illinois, which include the Circuit Court of Cook County, Illinois and the United States Federal District Court for the Northern District of Illinois. The Parties to this Agreement each consent to personal jurisdiction of the Courts in Illinois for any lawsuit or arbitration arising out of or related to this Agreement, the Application, or the Service. The Parties each knowingly and intentionally waive any objection that they may otherwise have to the personal jurisdiction of the state and federal courts in Illinois.

L. **Choice of Law.** This Agreement shall be deemed to be made in Illinois and it shall be construed and enforced according to the laws of the State of Illinois, United States and any applicable federal laws of the United States that are deemed to preempt the laws of the State of Illinois, but excluding any rules or laws that would require the application of the laws of a different state other than Illinois or a country other than the United States.

M. **Third Party Beneficiary Disclaimer.** There are no third party beneficiaries to this Agreement.

N. **Non-Waiver.** The failure to exercise a right or to require performance of an obligation under these Terms shall not affect a Party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute a waiver of any subsequent breach.

O. **Translation Interpretation.** These Terms may have been translated if Airblox has made them available on the Application. Parties agree that the original English text shall prevail in the case of a dispute.

P. **For European Union (EU) Users.** Any Party that is a European Union consumer may benefit from any mandatory provisions of the law of the country in which such Party resides.

Q. **United States Legal Compliance.** Seller/Buyer represent and warrant that (i) Seller/Buyer is not located in a country that is subject to the United States government embargo, or that has been designated by the United States government as a "terrorist supporting" country, and (ii) Seller/Buyer is not listed on any United States government list of prohibited or restricted persons or entities.

R. **Refer To Air Waybill.** The Terms shall take effect to the extent that they are not contrary to the mandatory provisions of international conventions, applicable treaties, or national law applicable to the air freight contracts of carriage.

S. **Links.** Airblox's Application may contain links to third-party web sites or services that are not owned or controlled by Airblox. Airblox has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party web sites or services. Seller/Buyer acknowledges and agrees that Airblox shall not be responsible or liable, directly, or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, capacity or services available on or through any such web sites or services. Airblox strongly advises Seller/Buyer to read the terms and conditions and privacy policies of any third-party web sites or services.

T. **Customs Clearance And Import And Export Documents.** Airblox shall in no event be liable for customs clearance and Import and Export Documents. If Buyer has not explicitly requested customs clearance from the Seller, it is presumed that Buyer has a customs broker or other third-party handling customs clearance. Buyer must have all required commercial documents, import licenses, or export licenses, necessary for full execution of the eBSA and Shipment, and the Seller has no responsibility for any delays or other costs or damages arising from lack of documentation.

U. **Integration Clause.** There are no verbal agreements that amend, supplement or otherwise alter the terms of this Agreement and any and all prior agreements between Airblox on the one hand and Seller/Buyer on the other hand are hereby supplanted by this Agreement. Any and all agreements between Airblox on the one hand and Seller/Buyer on the other hand are integrated herein; this Agreement contains the entire agreement between the Parties hereto with respect to the

transaction contemplated herein and shall not be modified or amended except by an instrument in writing signed by the Parties hereto.

**V. Conflict Between Agreements.** To the extent that there is any conflict between this Agreement, the eBSA, or the Privacy Policy, the terms of this Agreement shall be construed to prevail over any other terms.

- **SELLER/BUYER ACKNOWLEDGES THAT IT HAS READ AND AGREES TO DISCLAIMER OF EXPRESS AND IMPLIED WARRANTIES IN SECTION VIII, THE LIMITATIONS OF LIABILITY IN SECTION IX, AND THE MANDATORY ARBITRATION PROVISIONS IN SECTION X.**