

The Casual Courier, Inc.

Terms and Conditions

This is a legal agreement ("Agreement") between you ("You") and **The Casual Courier, Inc. ("TCC")**, which will apply to you in respect of any and all services offered by or acquired from the TCC web site (the "Site") located at www.casualcourier.com (the "Service"). Upon successful registration, you become a member of the Service (a "Member"), and you agree to be bound by all of the terms and conditions of this agreement (the "Terms") for as long as you remain a Member. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT PROCEED TO REGISTER TO BECOME A MEMBER OF THE SERVICE.

THE USE OF THE SERVICE IS TO BE DONE AT YOUR OWN RISK!

- 1. General Terms:** TCC is a venue for information, connecting people with packages to send ("Sender") with travelers willing to be a courier ("Courier"). TCC also matches travelers with special needs with in-flight caregivers ("AirSitter"). In addition, TCC facilitates the sharing of shipping containers ("Containers"). **TCC IS NOT A COURIER SERVICE AND DOES NOT EMPLOY SENDERS, COURIERS, AIRSITTERS OR CONTAINERS.** TCC is only a forum for information. By using the site, You hereby represent, understand and expressly agree that TCC is not a courier, caregiver, or shipping service. You further represent, understand and expressly agree that TCC does not hire or represent Senders, Couriers, AirSitters, or Containers, and does not have control over the quality, integrity, responsibility, legality, efficiency, reliability or any other aspect whatsoever of the services or actions rendered by the Couriers, Senders, Air-Sitters, or Containers, whatsoever. You hereby expressly agree to indemnify and hold TCC, its agents, assigns, representatives, advertisers, investors, owners or employees (collectively, "Covered Persons"), harmless for any instruction, advice or services delivered which originated through the Site, and You expressly disclaim any liability whatsoever for any damage, suits, claims, and/or controversies that have arisen or may arise, whether known or unknown, therefrom.
- 2. Eligibility:** All persons registering with TCC and all other users of TCC Services ("Users") must be individuals eighteen years of age or older. Incorporated or unincorporated associations, legal entities, and/or business enterprises, whether formed for profit or not, may not become a registered User of TCC. Usage of the Services is void where prohibited by law. Any misstatements and/or misrepresentations regarding the age, background, experience of any User of the Site are not the responsibility of TCC. TCC hereby disclaims any liability whatsoever for any misstatements and/or misrepresentations made by any other User of the Site. You hereby represent, understand and agree to indemnify and hold TCC harmless for any misstatements and/or misrepresentations made by any users of this Site.
- 3. Contractual Relationship:** Users of the Site may purchase the contact information for other Site Users. When the terms a service are agreed, a binding contract is created between the individual Users. Even though the Users "met" via the Site, TCC is not a party to this contract. If there are any issues concerning the services rendered, or payment for services received, or payment due, Users must deal directly with one another to resolve any disputes. You agree to indemnify and hold TCC

harmless and You expressly disclaim any liability whatsoever for any claims and/or controversies that may arise for any disputes between You and any other Users.

4. **Affirmative Covenants:**

- a. You agree to use the Service in a manner consistent with any and all applicable laws and regulations, as amended from time-to-time.
- b. You agree not to re-use, resell or distribute contact information purchased or otherwise obtained from the Site to any other party. Reuse, resale or distribution of contact information is a violation of TCC propriety rights, and grounds for immediate termination.
- c. You agree that you will not enter inaccurate or misleading information about yourself of the packages that you send.
- d. You agree that you are solely responsible for maintaining the confidentiality of your Username and Password, and are fully and solely responsible for all activities that occur under your Username and Password. You further agree to notify TCC of any unauthorized use of your password or account or any other breach of security, and ensure that you exit from your account at the end of each session. You furthermore agree that TCC will not be liable for any loss or damage arising from your failure to comply with the foregoing security requirements and/or any other TCC requirements and policies.
- e. You agree and acknowledge that TCC does not pre-screen or investigate Users' backgrounds or accuracy of information.
- f. You acknowledge and agree that TCC may, at the sole discretion of TCC, preserve and archive User information and may disclose said information to any and all third parties if required to do so by law, court order, subpoena or in the sole discretion of TCC.
- g. You acknowledge and agree that by posting content to any area of TCC, you expressly and irrevocably grant, and you represent and warrant that you have full power, authority and the right to so grant, to TCC, an irrevocable, perpetual, non-exclusive, fully paid, royalty-free, worldwide license with respect to any and all of your content, to use, copy, distribute, publish, re-publish, promote, transmit, reproduce in whole or in part, modify, adapt, publicly perform and/or publicly display, or otherwise disseminate, compile and/or prepare derivative works of and/or incorporate such content into other works of third parties and third party works of others, for purposes of profit or any other purpose, including, without limitation, into the websites and/or web pages of TCC and publicity, advertising and marketing programs of TCC.
- h. You acknowledge and agree that TCC reserves the right to terminate accounts that are inactive, which determination shall be made by TCC in its sole discretion.
- i. You agree to act in "good-faith" in all your dealings with all Users and employees of TCC.
- j. You agree to act respectfully and courteously when contacting Users on the TCC Site.

5. **Negative Covenants:**

- a. You agree to not to upload, post, email, transmit or otherwise make available any material that contains software viruses, worms, trojan horses, time bombs, trap doors or any other computer code, files, repetitive requests and/or similar programs, processes or macros designed to disrupt, interrupt, destroy, limit or diminish the functionality of any computer software, data, hardware and/or telecommunications equipment or provide unauthorized access to any of the foregoing or interfere with the performance of, or impair the functionality of the Services or the operations of TCC.
- b. You agree to not use the Services to impersonate any person or entity, or falsely state or otherwise misrepresent your identity or your affiliation with any other person, group or entity, including, but not limited to, a TCC official, employee, representative or other persons.
- c. You agree to not use the Services to promote traffic harmful, dangerous, illegal, controlled, unlawful, forbidden or objectionable material.
- d. You agree to not use the Services to promote any information or views that are false, misleading or promote illegal or objectionable conduct or activities that are abusive, threatening, obscene, defamatory or libelous.
- e. You agree to not to employ misleading email addresses.
- f. You agree to not to directly or indirectly violate any applicable local, state, national, federal, provincial or international laws.
- g. You agree to not to "stalk" or otherwise harass another User after obtaining their contact information, and you agree to immediately cease and desist from contacting any User in any manner whatsoever upon any request from a User or employee of TCC to do so.
- h. You agree to not to provide instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses or other illegal activities.
- i. You agree to not to engage in any solicitations for funds or commercial solicitations, advertising, activities and/or sales of any nature whatsoever, including, without limitation, any and all contests, sweepstakes, barter, advertising, and/or pyramid schemes.
- j. You agree to not to engage in any illegal sales, distributions or solicitations for controlled substances, pharmaceuticals, counterfeit items or traffic in any other illegal items, substances or materials.
- k. You agree to not to engage in unauthorized framing of or linking to TCC Web site.
- l. You agree to not to use automated means, including spiders, robots, crawlers, or the like to download data from any TCC database, or conduct your own contests and promotions using the Services or TCC.
- m. You agree to not to sell, distribute, or make any commercial use of data obtained from the Services or any TCC database or make any other use of data from any TCC database.
- n. You agree to not to create and maintain a TCC Web page (including, but not limited to, a TCC club or similar home page) that (i) redirects to another Web page or (ii) stores or hosts content for remote loading by other Web pages, including, without limitation, having other Web pages call TCC pages to

retrieve Content, nor create and maintain a Web page that contains hyperlinks to content not permitted on the Services or by TCC.

6. Proprietary Rights:

- a. TCC owns and retains all proprietary rights in the Web site and the Services. TCC Web site contains the copyrighted material, trademarks, and other proprietary information of TCC, and its licensors, licensees, vendors, sponsors, contractors and/or third party service providers. Except for that information which is in the public domain or for which you have been given express written permission, you may not copy, modify, publish, transmit, distribute, perform, display, or sell any such proprietary information.
- b. It is the policy of TCC to respond expeditiously to claims of intellectual property infringement. TCC will promptly process and investigate notices of alleged infringement and will take appropriate actions under the Digital Millennium Copyright Act ("DMCA") and other applicable intellectual property laws. Upon receipt of notices complying or substantially complying with the DMCA, TCC intends to act expeditiously to remove or disable access to any material claimed to be infringing or claimed to be the subject of infringing activity and will act expeditiously to remove or disable access to any reference or link to material or activity that is claimed to be infringing.
- c. You acknowledge and agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Services, in whole or in part. You agree not to modify, alter, or deface any of the trademarks, service marks, or other intellectual property made available by TCC.
- d. You agree not to defame or disparage TCC, or any of the trademarks or service marks of TCC, or any aspect of the Services.
- e. "The Casual Courier, Inc." and logos and other marks are trademarks of TCC. You agree not to display or use in any manner, TCC trademarks without TCC's express prior written permission.
- f. Except for single temporary copy in a single computer's memory or another fair use under applicable copyright laws, the information contained in the Services, including, without limitation, these Terms and Conditions, may not otherwise be used or copied, performed, distributed, rented, sublicensed, altered, stored for subsequent use, etc., in whole or in part, in any manner, without TCC's express prior written consent.

7. **Modifications:** TCC reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Services or any aspect of the Services with or without notice to Members or Users. TCC shall be not be liable to you or to any third party for any modification, suspension or discontinuance of any Content or the Services for any reason at any time.

8. **Privacy and Registration:** TCC's Privacy Statement is located on the Site and is modified by TCC from time to time. TCC's Privacy Statement shall govern any disclosure or use of personal information. By using this Site, you do hereby represent, understand and agree that you have reviewed and agree to those terms. You also agree to maintain and promptly update your User information contained in the various TCC registration forms ("Registration Data") and to keep such information true,

accurate, current and complete at all times. If you provide any information that is untrue, inaccurate, not current or incomplete, or TCC has reasonable grounds to believe that such information is untrue, inaccurate, not current or incomplete, TCC has the right to suspend or terminate your account and refuse any and all current or future use of the Services. All TCC database information and Registration Data is the exclusive property of TCC. TCC reserves the right to use and reuse all Registration Data and other personally identifiable user information, subject to TCC Privacy Policy.

9. **Representations and Warranties:** You represent and warrant without qualification that all of the information about yourself in your Registration Data is true, accurate, current, and complete (apart from optional items). You represent, warrant and agree without qualification that you are 18 years of age or older and have full capacity and capability to understand all aspects of the legally binding nature of these Terms and Conditions and if not you have consulted with a qualified attorney to advise you of such nature prior to agreement hereof, and you have power and authority to enter and adhere to all of these Terms and Conditions.

10. **No Agency:** You and TCC and TCC's Covered Persons are not legally affiliated in any way by virtue of your membership or usage of TCC's Site or intellectual property other than the terms and conditions stated in this User Agreement and no independent contractor, agency, partnership, joint venture, employer-employee or franchiser-franchisee relationship is intended or created by this agreement. TCC is not an employment service and does not serve as an employer of the Senders, Couriers, AirSitters, or Container sharers that may use this Site. TCC is only a venue for connecting people. As such, TCC expressly disclaims any liability that may arise between users of its Site.

11. Disclaimers of Warranties:

- a. USER EXPRESSLY AGREES THAT THE USE OF THIS SITE IS AT THE USER'S SOLE RISK. NEITHER TCC NOR ITS COVERED PERSONS, AFFILIATES OR LICENSORS WARRANT THAT THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE, OR AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION, SERVICE OR MERCHANDISE PROVIDED THROUGH THE SITE. THE SITE IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER THE COMPANY NOR ITS LICENSORS WARRANT OR GUARANTEE THE TIMELINESS, ACCURACY OR COMPLETENESS OF THE INFORMATION APPEARING ON THE SITE.

- b. TCC ASSUMES NO RESPONSIBILITY FOR ANY ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMMUNICATIONS LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, OR ALTERATION OF, CONTENT, USER AND/OR MEMBER COMMUNICATIONS. TCC IS NOT RESPONSIBLE FOR ANY PROBLEMS OR TECHNICAL MALFUNCTION OF ANY TELEPHONE NETWORK OR LINES, COMPUTER ON-LINE-SYSTEMS, SERVERS OR PROVIDERS, COMPUTER EQUIPMENT, SOFTWARE, FAILURE OF EMAIL ON ACCOUNT OF TECHNICAL PROBLEMS OR TRAFFIC CONGESTION ON THE INTERNET OR AT ANY WEBSITE OR COMBINATION THEREOF, INCLUDING, WITHOUT LIMITATION, INJURY OR DAMAGE TO USERS OR MEMBERS OR TO ANY OTHER PERSON'S COMPUTER RELATED TO OR RESULTING FROM PARTICIPATING OR DOWNLOADING

MATERIALS IN CONNECTION WITH TCC WEBSITE OR IN CONNECTION WITH TCC SERVICES, INCLUDING, WITHOUT LIMITATION, FOR HARM CAUSED BY VIRUSES OR SIMILAR CONTAMINATION OR DESTRUCTIVE FEATURES.

- c. UNDER NO CIRCUMSTANCES WILL TCC OR COVERED PERSONS BE RESPONSIBLE FOR ANY LOSS, DAMAGE OR HARM OR ANY KIND OR NATURE RESULTING FROM ANY USE OF TCC WEBSITE OR THE SERVICES, INCLUDING, ANY CONTENT POSTED ON TCC WEBSITE OR TRANSMITTED TO TCC MEMBERS OR USERS.
- d. TO THE FULLEST EXTENT PERMITTED BY LAW, TCC DISCLAIMS ANY WARRANTIES FOR THE SECURITY, RELIABILITY, TIMELINESS, AND PERFORMANCE OF THE SERVICES. TO THE FULLEST EXTENT PERMITTED BY LAW, TCC DISCLAIMS ANY WARRANTIES FOR ANY AND ALL ANCILLARY SERVICES, GOODS OR PRODUCTS RECEIVED, DIRECTLY OR INDIRECTLY, THROUGH OR ADVERTISED OR RECEIVED THROUGH ANY LINKS PROVIDED IN THE SERVICES, AS WELL AS FOR ANY INFORMATION, RECOMMENDATIONS OR ADVICE RECEIVED, DIRECTLY OR INDIRECTLY, THROUGH THE SERVICES OR THROUGH ANY LINKS PROVIDED IN THE SERVICES.

12. Further Limitations on Liability:

- a. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT ANY AND ALL COMMUNICATIONS, CONTACT, RELATIONSHIPS, AND/OR ACTIVITY OF ANY KIND OR NATURE UNDERTAKEN BY YOU WITH ANY OTHER USER OR MEMBER OF THE SERVICES OR ANY THIRD PARTY OR OTHER PARTIES AS A RESULT, DIRECTLY OR INDIRECTLY, OF YOUR USE OF THE SERVICES, IS AT YOUR SOLE RISK AND EXPENSE AND THAT TCC OR COVERED PERSONS SHALL NOT BE HELD LIABLE IN ANY MANNER WHATSOEVER FOR ANY HARM OR DAMAGES, WHICH DIRECTLY OR INDIRECTLY RELATE TO YOUR USE OR MISUSE OR GOOD FAITH RELIANCE ON THE SERVICES.
- b. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT TCC DOES NOT DO, AND HAS NO OBLIGATION TO DO, ANY DUE DILIGENCE BACKGROUND CHECKS OR PRE-SCREENING OF ANY PROSPECTIVE AND/OR CURRENT USERS OF THE SERVICES AND TCC DOES NOT REVIEW OR REQUIRE ANY DISCLOSURE FROM USERS OR MEMBERS WITH RESPECT TO THE CHARACTER, PERSONALITY, INTEGRITY, EDUCATION, PROFESSION, CIVIL STATUS, CRIMINAL STATUS, CRIMINAL RECORD, PHYSICAL HEALTH, MENTAL HEALTH OR BEHAVIORAL DISPOSITION OF ANY USERS OR MEMBERS AND YOU FURTHER ACKNOWLEDGE AND AGREE THAT TCC HAS NO OBLIGATION WHATSOEVER TO UPDATE, AMEND, REVISE OR REMOVE ANY CONTENT OR ADVISE ANY USER, MEMBER OR THIRD PARTIES IN THE EVENT NOTICE IS GIVEN TO TCC REGARDING INFORMATION WITH RESPECT TO ANY OF THE FOREGOING AT ANY TIME.
- c. EXCEPT IN JURISDICTIONS WHERE SUCH PROVISIONS ARE EXPRESSLY RESTRICTED, NEITHER TCC NOR ANY COVERED PERSONS SHALL BE LIABLE TO YOU OR ANY USER OR MEMBER OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSSES OR DAMAGES FOR PERSONAL INJURY OR LOST PROFITS, ARISING FROM YOUR USE, MISUSE, OR GOOD FAITH RELIANCE ON THE SERVICES, EVEN IF TCC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES RELATING TO INTERACTION, ONLINE, IN PERSON, OR OTHERWISE, BETWEEN OR AMONG ONE OR MORE USERS OF TCC. UNDER NO CIRCUMSTANCES WILL TCC BE RESPONSIBLE FOR ANY LOSS OR DAMAGE, INCLUDING PERSONAL INJURY, ARREST, JAIL TIME, CRIMINAL OR CIVIL CHARGES OR DEATH, RESULTING FROM ANYONE'S USE OF TCC, ANY CONTENT POSTED ON THE WEB SITE OR TRANSMITTED TO MEMBERS,

OR ANY INTERACTIONS BETWEEN USERS OF THE WEB SITE, WHETHER ONLINE OR OFFLINE. UNDER NO CIRCUMSTANCES WILL TCC BE RESPONSIBLE FOR ANY LOSS OR DAMAGE, INCLUDING PERSONAL INJURY OR DEATH, RESULTING FROM ANYONE'S USE OF THE SERVICES, MATCH RECOMMENDATIONS, ANY CONTENT POSTED ON THE WEB SITE OR TRANSMITTED TO MEMBERS, OR ANY INTERACTIONS BETWEEN USERS OF THE WEB SITE, WHETHER ONLINE OR OFFLINE. SUCH LIMITATION OF LIABILITY SHALL APPLY WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF AND RELIANCE ON THE SERVICES, FROM INABILITY TO USE THE SERVICES, OR FROM THE INTERRUPTION, SUSPENSION, OR TERMINATION OF THE SERVICES (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES). NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, BUT WITHOUT ANY ADMISSION AS TO APPLICABILITY OF LIABILITY, IN THE EVENT OF ANY FINDING OF LIABILITY AGAINST TCC, THE AGGREGATE OF SUCH LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OR CAUSE OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION, CLAIMS FOR FAILURE OF THE SERVICES AND/OR FAILURE OF ANY SYSTEM TO OPERATE, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO TCC FOR THE SERVICES TO BE RENDERED DURING THE UNEXPIRED TERM OF YOUR MEMBERSHIP.

- d. Your correspondence and/or business dealings with advertisers found on or through TCC, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser or sponsor. You agree that neither TCC nor any Covered Persons shall be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Service.
- e. Your correspondence or business dealings with including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and the advertiser or sponsor. You agree that neither TCC nor any Covered Persons shall be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Service.
- f. TCC may provide, or third parties may provide, links to other Internet sites. Because TCC has no control over such sites, you acknowledge and agree that TCC is not responsible for the availability of such external sites, and does not endorse such sites, and that neither TCC nor any Covered Persons shall be responsible or liable for any Content, advertising, products, or other materials available from such sites. You further acknowledge and agree that neither TCC nor any Covered Persons shall be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.
- g. Notwithstanding anything to the contrary herein, neither TCC nor any Covered Persons shall be liable to you or any User or any third party, for any loss or damages of any kind or nature, with respect to any termination of the Services, whether accidental, intentional or otherwise.

13. **International Use:** Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Content. Specifically, you agree to comply with all applicable laws, including, without limitation, concerning the transmission of data exported from the United States or the country in which you reside.

14. Term and Termination:

- a. These Terms and Conditions shall continue in effect for as long as You use the Services, unless specifically terminated earlier by TCC. All provisions of these Terms and Conditions which impose obligations on you continuing in their nature shall survive termination of these Terms and Conditions.
- b. You may terminate your Membership at any time, for any reason by following the instructions on TCC Website. You acknowledge that unused portions of paid subscriptions or fees are non-refundable in the event you cancel or terminate your paid subscription.
- c. TCC may terminate or modify your password, account (or any part thereof), access to or use of the Services, and/or remove and discard any Content within the Services, for any reason at any time at the sole discretion of TCC, including, without limitation, for lack of use or in the event of any violation by a User of these Terms and Conditions. You hereby agree and delegate to TCC that any subjective determinations required to be made in connection with interpretation of these Terms and Conditions with respect to matters of adherence to socially acceptable conventions, shall be made at the sole and reasonable discretion of TCC. You agree that any termination of your access to the Services under any provision of these Terms and Conditions may be effected without prior notice, and acknowledge and agree that TCC may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Services. Further, you agree that neither TCC nor any Covered Persons shall be liable to you or any third-party for any termination of your access to the Service if made in accordance with these Terms and Conditions. Termination by TCC shall be effective upon determination of the existence of a basis for such termination by TCC and such termination shall not require prior notice to you at the email address you provide in your personal profile for Membership or such other email address as you may later provide to TCC. If TCC terminates your Membership in TCC Service because you have breached the Terms and Conditions, you will not be entitled to any refund of any unused subscription fees.
- d. TCC may also in its sole discretion and at any time modify and/or discontinue providing the Services or any part thereof, at any time and for any reason, with or without prior notice. If you do not agree to any modifications, you should immediately terminate your use of the Services. Your continued use of the Services now, or following the posting of notice of any changes in these Terms and Conditions, will constitute a binding acceptance by you of these Terms and Conditions, or any subsequent modifications.

15. Disputes:

- a. If there is any dispute about or involving TCC or the Services, by using the Services, you agree that legal issues arising from or related to the use of Services shall be construed in accordance with, and all questions with respect thereto shall be determined by, the laws of the State of Delaware, USA applicable to contracts entered into and wholly to be performed within said state. Any controversy or claim arising out of or relating to these Terms and Conditions or any user's use of Services shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party.

- b. The award ordered by any arbitrator made pursuant to any arbitration shall include payment and/or reimbursement to the prevailing party by the non-prevailing party for any and all fees, costs and expenses of such arbitration and any and all ancillary fees, costs and expenses incurred in connection with such arbitration by the prevailing party, including, without limitation, any and all reasonable fees, costs, expenses and disbursements of counsel.
- c. You acknowledge and agree that, regardless of any statute or law to the contrary, any claim or cause of action you may have arising out of, or relating to, your use of the Services or against TCC must be filed within one (1) year after such claim or cause of action arises, or forever be barred.
- d. You are solely responsible for your interactions with other TCC Users and TCC will not get involved in any dispute between users of the Service.
- e. You and each User of TCC agree that in any legal action taken against TCC, irrespective of any success or failure on the merits by any party, you shall reimburse and pay any and all fees, costs and expenses incurred by TCC in defending such action, including, without limitation, reasonable fees, costs, expenses and disbursements of legal counsel for TCC, but excluding any damages awarded by the court.

16. **Indemnity:** You agree to indemnify and hold TCC and the Covered Persons (TCC and such Covered Persons, collectively, "Indemnitees"), harmless from any loss, liability, claim, or demand arising out of your use of the Services in violation of these Terms and Conditions and/or arising from a breach of these Terms of Use and/or any breach of your representations, warranties and covenants set forth herein or any charges or complaints made by other parties against you in connection with the Services. Without limiting the foregoing, the scope of such indemnification shall include, without limitation, reasonable attorney's fees, costs, expenses and disbursements, incurred and/or made by any of the Indemnitees. You shall at all times cooperate as fully as reasonably required in the defense of any claim. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you; provided, however, that you shall remain liable for any and all such claims.

17. **Release:** You hereby release the Indemnitees from any and all losses, damages (actual or consequential), costs, and expenses, rights, claims, demands, debts, obligations, and actions of any kind or nature whatsoever, including, without limitation, personal injuries, death, and/or property damage, either directly or indirectly related to or arising from your participation in any online and/or offline arising from the Services or TCC, whether known or unknown, suspected or unsuspected, disclosed or undisclosed, that you may have against them arising out of or in any way related to such disputes and/or to the Services or to any disputes regarding use of ideas and/or related materials submitted to TCC. Without limiting the foregoing, you acknowledge and agree that TCC cannot ensure the security or privacy of information you provide through the Internet and your email messages, and you release us from any and all liability in connection with the use of such information by other parties. YOU FURTHERMORE HEREBY AGREE TO IRREVOCABLY WAIVE ANY AND ALL LAWS THAT MAY LIMIT THE EFFICACY OF SUCH RELEASES, INCLUDING, WITHOUT LIMITATION, ANY AND ALL STATUTES PROVIDING THAT A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IS KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

18. Miscellaneous:

- a. These Terms and Conditions constitute the entire agreement between you and TCC and govern your use of the Services, and supersede any and all prior agreements between you and TCC, and are irrevocably accepted as of your first use of TCC Website and remain fully in effect as provided herein.
- b. YOU AGREE THAT IN NO EVENT WILL THESE TERMS AND CONDITIONS BE CONSTRUED AS A CONTRACT OF ADHESION, OR SIMILAR ONE-SIDED CONTRACT AND THAT YOUR UNQUALIFIED ACCEPTANCE OF ALL PROVISIONS OF THESE TERMS AND CONDITIONS HAS BEEN MADE ON THE BASIS OF FULLY INFORMED AND REASONABLE CONSENT ON YOUR PART AFTER AMPLE OPPORTUNITY FOR YOU TO CONSULT WITH QUALIFIED LEGAL COUNSEL REGARDING THESE TERMS AND CONDITIONS AND YOUR OBLIGATIONS HEREUNDER.
- c. The failure of TCC to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision.
- d. If any provision of these Terms and Conditions is found by a court of competent jurisdiction to be invalid, the remaining provisions of these Terms and Conditions shall nonetheless be given full effect and the parties furthermore agree that the court should endeavor to give effect to the parties' intentions as reflected in the invalid provision.
- e. You acknowledge and agree that you and TCC are independent contractors under these Terms and Conditions, and nothing herein shall be construed to create a partnership, joint venture, agency, or employment relationship. Neither party pursuant to these Terms and Conditions has authority to enter into agreements of any kind on behalf of the other and neither party shall be considered the agent of the other.
- f. You agree not to resell, assign, sublicense, otherwise transfer, or delegate your rights or obligations under these Terms and Conditions without prior express written authorization of TCC.
- g. There shall be no third party beneficiaries to these Terms and Conditions except where expressly provided herein and limited in scope to such provisions. TCC shall have no obligation of any nature whatsoever to enforce any provision of these Terms and Conditions on behalf of any third party.
- h. Without in any way limiting the prohibition on your resale, assignment, sublicensing, or other transfer of rights or obligations, these Terms and Conditions shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.
- i. TCC reserves the right, but shall have no obligation, to communicate with you using any reasonable form of communication, at its sole discretion, regarding your use of Services.
- j. Except with respect to materials required for registration as a User, under no circumstances shall any voluntary disclosure of any idea or related materials to TCC be subject to any obligation of confidentiality or expectation of compensation. By submitting the idea and/or any related material to TCC, you are waiving any and all rights that you may have in the idea or any related materials and are representing and warranting to TCC that the idea and/or related materials are wholly original with you, that no other person has any rights in such idea and/or materials and that TCC is free to implement such idea and to use the materials if it so desires in its sole discretion, as provided or as modified by TCC, without obtaining permission or license from any third party.

- k. The section titles in the Terms and Conditions are for convenience only and have no legal or contractual effect.
- l. You agree that in the event of any ambiguity of any provision in these Terms and Conditions, such ambiguity shall not be construed against TCC.
- m. Notices to you may be made via either email or regular mail. TCC may also provide notices of changes to the Terms and Conditions or other matters by displaying notices or links to notices to you generally on TCC Website. Notices from you to TCC should be sent via email to: legal@casualcourier.com