

TERMS OF SERVICE

This is a legal agreement ("Agreement") between you ("User") and E-Freight Solutions Inc. ("EFS"), for use of the EFS services which the User selected or initiated, which may include the Login E-Tracking service. The User of this tracking system understands and agrees that all information cannot be constituted as a legal contract binding EFS, its subsidiaries, and all affiliates (herein known as EFS) with the User. This information is referenced by User with full knowledge that such use is their own responsibility and at their own risk. While EFS believes that this information is accurate, we cannot make any guarantees to this accuracy. This information is subject to change at any given time without prior notice to User. Under no circumstances can User hold EFS liable for demurrage, per diem, lost profits, lost revenues, and any other type of monetary as well as non-monetary damages resulting from general use, misuse, errors, reliance, and/or inaccuracy of the information delivered on this website. It is understood and agreed that information regarding EFS obtained during access to EFS computer system is confidential information. This includes but is not limited to customer lists, financial data, computer programs, company practices, rating structures, etc. Any divulgence of confidential information must be authorized in advance by the owner of EFS. Any software associated with the Services is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties.

1. SERVICES. EFS will provide the Services in accordance with this Agreement. EFS may at its sole discretion modify the features of the Services from time to time without prior notice.
2. RESPONSIBILITY FOR CONTENT OF YOUR COMMUNICATIONS. User agree that User are solely responsible for the content of all visual, written or audible communications sent by User or in EFS meetings hosted by You. User agrees that User will not use the Services to send unsolicited commercial e-mail outside User company or organization in violation of applicable law. User further agree not to use the Services to communicate any message or material that is harassing, libelous, threatening, obscene, indecent, would violate the intellectual property rights of any party or is otherwise unlawful, that would give rise to civil liability, or that constitutes or encourages conduct that could constitute a criminal offense, under any applicable law or regulation. Although EFS is not responsible for any such communications, EFS may delete any such communications of which EFS becomes aware, at any time without notice to User.
3. NO COMMERCIAL USE. Other than using the service for login tracking in which User are an active participant, and as permitted under the terms and conditions of this Agreement or other written agreements between User and EFS, the service may be used for internal business purposes only. User may not resell, distribute, and make any commercial use of, use on a timeshare or service bureau basis, or use to operate a Web-site or otherwise generate income from the service or use the service for the development, production or marketing of a service or product substantially similar to the service. User shall not use the service in any manner that could damage, disab, overburden, impair or otherwise interfere with or disrupt the websites, services, or any network or networks connected to the services or security systems.
4. PROPRIETARY RIGHTS. EFS and/or its subsidiaries, and all affiliates, as applicable, retain ownership of all proprietary rights in the services and in all trade names, trademarks and service marks associated or displayed with the services. You will not remove, deface or obscure any of EFS or its subsidiaries, and all affiliates' copyright or trademark notices and/or legends or other proprietary notices on, incorporated therein, or associated with the services. User may not reverse engineer, reverse compile or otherwise reduce to human readable form any software associated with the services.
5. TERMINATION. User may terminate this Agreement by providing written notice to EFS via e-mail to efs@e-freightgroup.com. Such termination will be effective on the last day of the term, subject to thirty (30) days prior written notice. If User fails to comply with any provision of this Agreement, EFS may terminate this Agreement immediately without notice. Sections 2 through 11, inclusive, shall survive any termination of this Agreement. Upon any termination of this Agreement, User must cease any further use of the services and destroy any copies of associated software within User possession and control.
6. EXPORT RESTRICTIONS. User acknowledges that the services or portion thereof may be subject to the export control laws of the United States. User will not export, re-export, divert, transfer or disclose any portion of the services or any related technical information or materials, directly or indirectly, in violation of any applicable export law or regulation
7. INJUNCTIVE RELIEF. User acknowledge that any use of the services contrary to this Agreement, or any transfer, sublicensing, copying or disclosure of technical information or materials related to the services, may cause irreparable injury to EFS, its affiliates, its subsidiaries and any other party authorized by EFS to distribute or promote the services, and under such circumstances EFS, its affiliates, its subsidiaries will be entitled to equitable relief, without posting bond or other security, including, but not limited to, preliminary and permanent injunctive relief.
8. NO WARRANTIES. USER understand and agree that the services are provided "AS IS" and EFS, its affiliates, its subsidiaries expressly disclaim all warranties of any kind, express or implied, including without limitation any warranty of merchantability, fitness for a particular purpose or non-infringement. EFS, its affiliates, its subsidiaries make no warranty or representation regarding the results that may be obtained from the use of the services, regarding the accuracy or reliability of any information obtained through the services, regarding any goods or services purchased or obtained through the services, regarding any transactions entered into through the services or that the services will meet any user's requirements, or be uninterrupted, timely, secure or error free. Use of the services is at your sole risk. Any material and/or data downloaded or otherwise obtained through the use of the services is at your own discretion and risk. You will be solely responsible for any damage to you resulting from the use of the services. The entire risk arising out of use or performance of the services remains with you. You agree to indemnify, defend and hold harmless EFS, its affiliates, its subsidiaries, officers, directors, employees, consultants and agents from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorneys' fees) arising from User use of the services, Your violation of this Agreement or the infringement or violation by User or any other user of User account, of any intellectual property or other right of any person or entity. Without limiting the foregoing, the services are not designed or licensed for use in hazardous environments requiring fail-safe controls, including without limitation operation of nuclear facilities, aircraft navigation/communication systems, air traffic control, and life support or weapons systems. Without limiting the generality of the foregoing, EFS, its affiliates, its subsidiaries specifically disclaim any express or implied warranty of fitness for such purposes.
9. LIMITATION OF LIABILITY. To the maximum extent permitted by applicable law, in no event will EFS or its affiliates, its subsidiaries be liable for any special, incidental, indirect, exemplary or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss or damage) arising out of the use of or inability to use the services or the provision of or failure to provide technical or other support services, whether arising in tort (including negligence) contract or any other legal theory, even if EFS, its affiliates, its subsidiaries have been advised of the possibility of such damages. in any case, EFS, its affiliates', its subsidiaries' maximum cumulative liability and your exclusive remedy for any claims arising out of or related to this agreement will be limited to the amount actually paid by user for the services.
10. MISCELLANEOUS
 - 10.1 Choice of Law and Forum. This Agreement shall be governed by and construed under the laws of the State of California, U.S.A., as applied to agreements entered into and to be performed in California by California residents. The parties consent to the exclusive jurisdiction and venue of the courts located in and serving Los Angeles County, California.
 - 10.2 Waiver and Severability. Failure by either party to exercise any of its rights under or to enforce any provision of, this Agreement will not be deemed a waiver or forfeiture of such rights or ability to enforce such provision. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, that provision will be amended to achieve as nearly as possible the same economic effect of the original provision and the remainder of this Agreement will remain in full force and effect.
 - 10.3 General Provisions. This Agreement embodies the entire understanding and agreement between the parties respecting the subject matter of this Agreement and supersedes any and all prior understandings and agreements between the parties respecting such subject matter. EFS may change the terms of this Agreement at any time by posting modified terms on its website. This Agreement has been prepared in the English Language and such version shall be controlling in all respects and any non-English version of this Agreement is solely for accommodation purposes. All notices or other correspondence to EFS under this Agreement must be sent to the address provided in this Agreement, or other address as provided by EFS for such purpose. Any and all rights and remedies of EFS upon User breach or other default under this Agreement will be deemed cumulative and not exclusive of any other right or remedy conferred by this Agreement or by law or equity on EFS, and the exercise of any one remedy will not preclude the exercise of any other. The captions and headings appearing in this Agreement are for reference only and will not be considered in construing this Agreement.