TERMS OF USE

These Terms of Use ("Terms") are a legal agreement between you (either an individual or a single entity) ("Customer") and Suddath Van Lines, Inc., its parent, subsidiaries, affiliates or other related entities ("Suddath") for the software that accompanies these Terms, which includes associated media and Suddath internet-based services, websites, and portals ("Software").

PLEASE READ THESE TERMS CAREFULLY BEFORE INSTALLING, USING, OR ACCESSING THE SOFTWARE, OR ANY PART THEREOF. THE SOFTWARE IS COPYRIGHTED AND LICENSED (NOT SOLD). TAKING ANY STEP TO USE, ACCESS, AND/OR LOG-IN TO THE SOFTWARE CONSTITUTES YOUR ASSENT TO, AND ACCEPTANCE OF, THESE TERMS. WRITTEN APPROVAL IS NOT A PREREQUISITE TO THE VALIDITY OR ENFORCEABILITY OF THESE TERMS. USE OF THE SOFTWARE IS EXPRESSLY MADE CONDITIONAL ON YOUR ASSENT TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, YOU MUST IMMEDIATELY CEASE ALL USE OF THE SOFTWARE.

Customer acknowledges and agrees that by allowing Customer to install, use, and/or access the Software, Suddath is granting Customer a non-exclusive, non-transferable license, without right to sub-license, to use the Software solely in accordance with these Terms. Customer acknowledges and agrees that its use of the Software and Suddath's use of the information provided by Customer for use of the Software will be subject to the terms and conditions of Suddath's Privacy Policy, which terms and conditions are incorporated herein by this reference. You may review Suddath's Privacy Policy by clicking HERE.

Customer represents and warrants that by installing, using, and/or accessing the Software, Customer will only use the Software for permitted purposes, that Customer is not a competitor of Suddath, and that Customer will immediately notify Suddath of any unauthorized use of the Software or any other security breach

GENERAL LIMITATIONS: This is a license, not a transfer of title, to the Software, and Suddath retains ownership of all copies of the Software. Customer acknowledges that the Software contains trade secrets and proprietary information of Suddath or its suppliers or licensors including, but not limited to, specific internal design and structure of programs, data, format, presentation, usage and associated interface information. Customer specifically agrees not to (i) transfer, assign or sublicense the license granted hereunder to any other person or entity (other than in compliance with any Suddath relicensing/transfer policy then in force); (ii) make error corrections to, or otherwise modify or adapt, the Software or create derivative works based upon the Software, or permit third parties to do the same; (iii) reverse engineer or decompile, decrypt, disassemble or otherwise reduce the Software to human-readable form, except to the extent otherwise expressly permitted under applicable law notwithstanding this restriction or except to the extent Suddath is legally required to permit such specific activity pursuant to any applicable open source license; (iv) use or permit the Software to be used to perform services for third parties, whether on a service bureau or time sharing basis or otherwise; without the express written authorization of Suddath; (v) use any Suddath internet-based services associated with the Software in any manner that could damage, disable, overburden, or impair such services or interfere with any other party's use and enjoyment of them; Customer cannot attempt to gain unauthorized access to any service, account, computer systems or networks associated with the internet-based services; or (vi) disclose, provide, or otherwise make available trade secrets, proprietary information, and/or confidential information, including any personally identifiable information, contained within the Software in any form to any third party without the prior written consent of Suddath. Customer shall implement re

TERM AND TERMINATION: These Terms and the license granted herein shall remain effective until terminated. Either party may terminate these Terms and the license granted at any time by terminating all access to, and use of, the Software. Customer's rights under these Terms will terminate immediately, without notice from Suddath, if Customer fails to comply with any provision of these Terms. All confidentiality obligations, restrictions and limitations imposed on the Customer and all limitations of liability and disclaimers of warranty shall survive termination of these Terms.

RESERVATION OF RIGHTS AND OWNERSHIP: Except for the limited license granted in these Terms, all right, title and interest in the Software, in all languages, formats and media throughout the world, including all copyrights and trademarks, are and will continue to be the exclusive property of Suddath. Unless otherwise noted, all materials, including images, illustrations, designs, icons, photographs, audio/video clips, and written and other materials and media, are copyrights, trademarks, trade dress, proprietary, confidential and/or other intellectual properties owned, controlled or licensed by Suddath.

Suddath reserves all rights not expressly granted to Customer in these Terms. The Software is protected by copyright and other intellectual property laws and treaties. Suddath owns the title, copyright, and other intellectual property rights in the Software. These Terms do not grant Customer any rights to trademarks or service marks of Suddath.

CONSENT TO USE OF DATA: Customer agrees that Suddath may collect and use technical information gathered as part of the product support services, if any, related to the Software. Suddath may use this information solely to improve its products or to provide customized services or technologies and will not disclose this information in a form that personally identifies an individual.

Customer may view, download, print and retain a copy of pages from the Software only for Customer's own personal use. Except as expressly provided above, Customer may not use, download, upload, copy, print, display, reproduce, republish, license, post transmit or distribute any information from the Software, in whole or in part, without Suddath's prior written permission. Customer does not have any rights to produce or reproduce any blank documents or other information received on or contained in the Software. All rights not expressly granted herein are reserved.

As applicable to Customer's use of the Software, Customer represents and warrants that Customer will not upload computer viruses or other harmful programs and any documents Customer uploads will not plagiarize, violate or infringe upon the rights of any third parties, including trade secret, copyright, trade dress, privacy, patent, or other personal or proprietary rights. Further, Customer represents and warrants that any documents Customer uploads will not contain objectionable or obscene material as determined by Suddath in its sole and exclusive discretion.

LINKS TO THIRD PARTY WEBSITES: Suddath is not responsible for the contents of any third-party websites or services, any links contained in third-party websites or services, or any changes or updates to third-party websites or services. Suddath is providing any such links and access to third-party

websites and services to Customer only as a convenience, and the inclusion of any link or access does not imply an endorsement by Suddath of the third-party website or service. Suddath maintains a network of suppliers and service partners to better serve Suddath's Customer's needs. These suppliers and service partners are recommended based on their expertise, scope of service, quality of service and ease of use. Suddath may receive a commission, referral fee and/or a marketing fee from such suppliers and service partners.

ADDITIONAL SOFTWARE/SERVICES: These Terms apply to updates, supplements, add-on components, or internet-based services components of the Software that Suddath may provide or make available after the date of Customer's first use, access or installation of the Software, unless accompanied by separate terms and conditions. Suddath reserves the right to discontinue internet-based services available through the use of the Software.

EXPORT RESTRICTIONS: Customer acknowledges that the Software is subject to U.S. export jurisdiction. Customer agrees to comply with all applicable international and national laws that apply to the Software, including U.S. Export Administration Regulations, as well as end-user, end-use, and destination restrictions issued by U.S. and other governments.

DISCLAIMER OF WARRANTIES: Suddath provides the Software and support services (if any) AS IS AND WITH ALL FAULTS, and hereby disclaims all warranties and conditions, whether express, implied or statutory, including, but not limited to (a) implied warranties, duties or conditions of merchantability, or of fitness for a particular purpose; (b) reliability or availability; (c) accuracy or completeness of responses; (d) results; (e) workmanlike effort; (f) absence of viruses; (f) non-infringement; and (g) absence of negligence, all with regard to the Software, and the provision of or failure to provide support or other services, information, software, and related content through the Software or otherwise arising out of the use of the Software. There is no warranty or condition of title, quiet enjoyment, quiet possession, or correspondence to description with regard to the Software.

INDEMNITY: Suddath agrees to indemnify, hold harmless and defend Customer, at Suddath's expense, from any claim or action brought by a third party for actual infringement of any United States patent, copyright, trade secret, or other proprietary or intellectual property right of a third party (hereinafter a "Claim") based upon Customer's use of the Software in accordance with these Terms and to pay any and all damages and reasonable costs finally awarded against Customer or paid in settlement of a Claim.

Customer agrees to indemnify, hold harmless and defend Suddath, its affiliates, subsidiaries, or other related entities and its and their officers, directors, stockholders, attorneys, agents, servants, employees, representatives, predecessors and successors in interest, at Customer's expense, for any Claim brought by a third party arising from or related to Customer's use of the Software in violation of these Terms and to pay all damages and reasonable costs associated with such Claim.

EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES: In no event shall Suddath be liable for any special, incidental, punitive, indirect or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of confidential or other information, business interruption, personal injury, loss of privacy, failure to meet any duty including of good faith, fair dealing or reasonable care, negligence, and for any other pecuniary or other losses whatsoever) arising out of or in any way related to the use of or inability to use the Software, the provision of or failure to provide support or other services or information, Software and related content through the Software, otherwise arising out of the use of the Software, or otherwise under or in connection with any provision of these Terms, even in the event of the fault, tort (including negligence) misrepresentation, strict liability, breach of contract or breach of warranty of Suddath, and even if Suddath has been advised of the possibility of such damages.

REVIEWS: Suddath welcomes and incorporates the reviews of its Customers into its business practices to provide the best possible customer experience. Suddath encourages Customers to submit reviews through the Software, but requires that any review comply with the review requirements set forth below and not violate or infringe upon the privacy rights of any other person or entity (collectively, the "Review Requirements"). If reviews are submitted in violation of the Review Requirements, they may be removed or rejected from the Software, as determined by Suddath in its sole and absolute discretion. Any review must relate to a genuine, recent, and documented experience with Suddath. Reviews shall not include any content that is (1) obscene, abusive, vulgar, offensive, threatening, harassing, racist, or bigoted; (2) hate speech; (3) used to influence positive or negative sentiment towards a competing business; (4) infringing on any person's or entity's legal rights, including, but not limited to, copyright, patent, or other intellectual property rights; or (5) promoting or condoning illegal acts, illegal products and/or services, violence or content produced by or on behalf of terrorist groups. Posting multiple reviews and/or reviews from multiple online identities about the same Customer experience is not permitted.

EFFECT OF AGREEMENT: These Terms embody the entire understanding between the parties with respect to the subject matter of these Terms and supersedes any and all prior understandings and agreements, oral or written, relating to the Software.

NOTICES: Any notice required or permitted hereunder shall be sent registered or certified mail, or by reputable national overnight courier, with delivery evidenced by written confirmation. In the case of Suddath, all notices shall be copied to ATTN: Legal Department, 815 South Main Street, Jacksonville, FL 32207

GOVERNING LAW: These Terms will be governed by and construed under the laws of the state of Florida, U.S.A. without regard to conflicts of law provisions. The parties agree that the state and federal courts sitting in Duval County, Florida will have exclusive jurisdiction over any claim arising out of these Terms and each party consents to the exclusive jurisdiction of such courts. Should any provision of these Terms be held to be void, invalid, unenforceable or illegal by a court, the validity and enforceability of the other provisions will not be affected thereby. Failure of any party to enforce any provision of these Terms will not constitute or be construed as a waiver of such provision or of the right to enforce such provision. The headings and captions contained in these Terms are inserted for convenience only and do not constitute a part of these Terms.