

TERMS OF USE

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GENERAL TERMS

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Section 6. Indemnity

User agrees to defend, indemnify, and hold harmless Heniff Transportation Systems Inc. and its affiliates, officers, directors, employees and agents, from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from any use of the Web Sites and any Material contained therein by User or through User's account, or by User's breach of the terms of this Agreement. Heniff Transportation Systems Inc. shall provide notice to User promptly of any such claim, suit, or proceeding and shall assist User, at User's expense, in defending any such claim, suit or proceeding. Heniff Transportation Systems Inc. reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by User.

Section 7. User Information

Heniff Transportation Systems Inc. is committed to maintaining User privacy. Heniff Transportation Systems Inc. does, however, gather certain information that User provides to the Web Sites. Heniff Transportation Systems Inc. believes that by collecting this information Heniff Transportation Systems Inc. is able to provide User with a personalized web experience, and to assist its own sales team in efficiently reaching an appropriate audience. The information Heniff Transportation Systems Inc. requests, is the minimum we believe necessary to achieve this goal. Heniff Transportation Systems Inc. may use the information it obtains relating to User, including User IP address, name, mailing address, email address and use of the Web Sites, for its internal business and marketing purposes and may disclose the information to authorized third parties for such purposes. For further details on Heniff Transportation Systems Inc.'s policies for using User information please read our Privacy Policy (<https://Heniffbulklogistics.com/privacy-policy>).

Section 8. General

All legal issues arising from or related to the use of the Web Sites shall be construed in accordance with and determined by the laws of the State of Illinois applicable to contracts entered into and performed within the State of Illinois, without respect to its conflict of laws principles. By using the Web Sites, User agrees that the exclusive forum for any claims or causes of action arising out of User's use of the Web Sites shall be either any state court for or within DuPage County in the State of Illinois and the United States District Court Northern District of Illinois. User hereby irrevocably waives, to the fullest extent permitted by law, any objection which User may now or hereafter have to the laying of the venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum. If any provision of this Agreement is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term. This Agreement constitutes the entire Agreement

between User and Heniff Transportation Systems Inc. with respect to the use of Web Sites. Any changes to this Agreement must be made in writing, signed by an authorized representative of Heniff Transportation Systems Inc.. The section headings used herein are for convenience only and shall not be given any legal import.

SPECIFIC TERMS

This page states the Terms and Conditions (the "Specific Terms" or the "Agreement") under which any User ("You") may use the Heniff Transportation Systems Inc. Web Sites located at <http://www.heniff.com>, <https://carrytransit.com> (the "Web Sites"). Please read this page carefully. By accessing and using the Web Sites, User accepts and agrees to be bound, without modification, limitation or qualification, by both the General Terms & Conditions for use of the Heniff Transportation Systems Inc. site, and these additional Member Terms. If User does not accept any of the Terms stated here, he/she must not use the Web Sites. The right to access and use the Web Sites is not transferable to any person or entity. Heniff Transportation Systems Inc. ("SBL Inc.") may, at its sole discretion, modify or revise these Terms at any time by updating this posting. Users are bound by any such modification or revision and should therefore visit the Terms & Conditions page periodically to review the Terms. Each User is responsible for all use of his/her information and is responsible for maintaining the confidentiality of his/her password. These Specific Terms and Conditions incorporate the General Terms of Conditions of the Heniff Transportation Systems Inc. site by reference. Each User hereby understands that he/she is bound by all General and Specific terms and conditions which may be implemented by Heniff Transportation Systems Inc. from time to time. YOUR USE OF THE WEB SITES CONSTITUTES YOUR AGREEMENT TO ALL TERMS, CONDITIONS, AND NOTICES CONTAINED HEREIN OR OTHERWISE POSTED ON THE WEB SITES.

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Each User shall notify Heniff Transportation Systems Inc. of any known or suspected unauthorized use(s) of his/her account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of his/her confidential information.

Section 3. Communication

Heniff Transportation Systems Inc. reserves the right to send User's electronic mail for the purpose of informing Members of changes or additions to the Web Sites, this Agreement and any other service provided by Heniff Transportation Systems Inc.