

TERMS OF SERVICE AGREEMENT

This **TERMS OF SERVICE AGREEMENT (TERMS)** is hereby agreed to and acknowledged by the undersigned individual/entity as of the date executed below.

1. Definitions

- **"AMZ Carriers"** signifies AMZ Carriers, its partners, and subsidiaries. AMZ Carriers is a technological dispatch service provider and administrative consultant; it is not a motor carrier or a broker.
- **"Carrier"** signifies the transportation company, an engine transporter of property, duly authorized by State and/or Federal Department of Transportation and onboarded with the Amazon Relay program.
- **"Customer"** signifies the Carrier or other entity, including its agents, requesting the dispatch and administrative services of AMZ Carriers.
- **"Order"** signifies the Customer's request for AMZ Carriers to source, negotiate, or manage loads and administrative paperwork.
- **"Order Confirmation"** signifies any written affirmation from AMZ Carriers to the Customer confirming the details of a booked load, including rate, origin, destination, and dates.

2. Administrations

- Upon Customer's solicitation, AMZ Carriers will organize the dispatching and administrative support for Customer's fleet subject to these TERMS.
- AMZ Carriers' administrations are considered finished and rendered in full when a Carrier has acknowledged a load or an Order has been confirmed within the Amazon Relay system.
- Customer explicitly comprehends and concurs that AMZ Carriers never takes authority or ownership of, transports, or handles property, and assumes no obligation for any shipment.
- AMZ Carriers cannot and does not guarantee specific revenue, load availability, or delivery times, and is not liable for losses brought about by delays or cancellations within the Amazon Relay platform.

3. Charges and Payment

- **Service Fee:** Customer consents to pay AMZ Carriers a specific percentage rate of the gross revenue for each load booked, as agreed upon during onboarding.
- **Billing Cycle:** Payments are due on a daily or weekly basis upon agreement.
- **Credit/Debit Card Policy:** If Customer pays with a credit card or electronic form of payment, Customer agrees to not initiate any chargebacks, disputes, or similar clawbacks with their provider upon receipt of load acknowledgment.
- **Administrative Fees:** If Customer should initiate a chargeback or dispute, AMZ Carriers shall have the exclusive right to assess a **\$200 administration fee** in addition to all other remedies.
- **Late Payments:** Outstanding balances will build a loan fee of **one and a half percent (1.5%) every month**, and Customer will be liable for all collection costs and reasonable lawyer's fees.

4. Abrogation and Refund Policy

- Customer may drop an Order at no expense as long as the load has not yet been acknowledged by a Carrier or confirmed in the system.
- If the Order is dropped after acknowledgment, Customer consents to pay a minimum of **one hundred and ninety-nine dollars (\$199.00)** in undoing charges, as AMZ Carriers' administrations have been rendered by then.
- Customer is qualified for a discount for only the unfulfilled part of the administrations.
- Crossing out of an Order by Customer must be submitted recorded as a hard copy via email; retractions made via phone, text, or chat will not be accepted.

5. Limitation of Liability and Repayment

- **No Cargo Liability:** AMZ Carriers is a service provider and is not liable for any payload loss or damage claims under any conditions. The gathering liable for such claims is the Carrier or the party responsible for transport.
- **Total Obligation:** The all out aggregate obligation of AMZ Carriers for all cases and harms will not under any conditions surpass the total expenses paid by Customer to AMZ Carriers for administrations under the particular Order Confirmation.
- **Repayment:** Customer consents to repay, shield, and hold AMZ Carriers harmless from any losses, liabilities, or costs arising from the acts or omissions of the Customer or its representatives.

6. Miscellaneous

- **Intervention:** Customer consents to resolve all disputes through mandatory mediation/arbitration administered by the American Arbitration Association (AAA).
- **Governing Law:** These TERMS shall be construed in accordance with the laws of the State of Illinois.
- **Entire Agreement:** These TERMS override all earlier written or oral portrayals and constitute the entire understanding among Customer and AMZ Carriers.

ACKNOWLEDGMENT The individual signed below hereby acknowledges they have read, fully understand, and have agreed to all items contained in these TERMS.

FIRST NAME: _____ **LAST NAME:** _____

SIGNATURE: _____

DATE: _____