

FreightSideKick.com Terms & Conditions

Welcome to FreightSideKick.com, hereinafter also referred to as "FreightSideKick" and the "platform", developed by American Ventures LLC ("AV") to function as a website and online freight shipping application.

1. Using our Services

FreightSideKick Terms and Conditions ("Terms") are entered into by and between the company or individual ("CUSTOMER") accepting these Terms. FreightSideKick will establish a CUSTOMER account that permits the CUSTOMER to use the platform. CUSTOMER may authorize any individual to use FreightSideKick (a "CUSTOMER USER"), provided that all users are authorized by the CUSTOMER and abide by these Terms contained herein. CUSTOMER agrees to pay all applicable charges in connection with all CUSTOMER user accounts.

CUSTOMER'S use of FreightSideKick constitutes its agreement to all such Terms. Please read these Terms carefully and keep a copy of them for your reference. If CUSTOMER does not agree to these Terms, CUSTOMER may not access or use FreightSideKick.

All of these Terms shall in all respects be subject to enforcement through due legal process.

Upon agreement to these Terms, FreightSideKick will provide CUSTOMER with access to FreightSideKick; FreightSideKick's primary contact with CUSTOMER will be through the CUSTOMER'S account administrator ("Admin"). As used in this agreement, the term "PROVIDER" describes a third party (or third parties) logistics companies that arrange for the transportation of CUSTOMER'S shipment(s) through licensed motor carriers. FreightSideKick is agent to these providers, through contractual relationship(s). FreightSideKick supplies Admin with FreightSideKick login credentials so that the CUSTOMER can: a) run quotes for shipments, b) accept price quotes and tender shipments through PROVIDERS, c) view all shipment information that has been entered into FreightSideKick by the CUSTOMER, d) view all related shipment documents that have been collected by FreightSideKick, such as name and information, time and date of all shipment transactions, name and information for motor carrier performing the transportation service, any location or tracking information collected concerning the motor carrier, information about equipment being used by the motor carrier, pick-up and delivery time and date, pick-up and delivery address and contact information. CUSTOMER agrees to use FreightSideKick exclusively for legitimate business purposes. FreightSideKick reserves the right to update or upgrade its features and functions at any time.

CUSTOMER may designate CUSTOMER USERS according to its legitimate business needs. In doing so, CUSTOMER agrees to: a) keep all FreightSideKick login credentials protected and private, b) allow only authorized personnel to access FreightSideKick, and c) perform a regular and thorough update of Admin and CUSTOMER USER information so that only those who have a legitimate business need to use FreightSideKick may access it through the CUSTOMER account. All activity conducted from a CUSTOMER account is the sole legal and financial responsibility of CUSTOMER.

A. Personal Data that We Collect About Customer

Personal Data is any information that relates to an identified or identifiable individual. The Personal Data that CUSTOMER provides directly to FreightSideKick will be apparent from the context in which it provides the data. In particular:

- When you register for a FreightSideKick account we collect full name, email address, and account log-in credentials for each CUSTOMER USER.
- When you fill-in our online form to contact our sales team, we collect full name, work email, country, and anything else revealed to us by the contacting party.

When you respond to FreightSideKick emails or surveys we collect email address, name and any other information you choose to include in the body of your email or responses. If you contact us by phone, we will collect the phone number you use to call FreightSideKick. If you contact us by phone as a CUSTOMER, we may collect additional information in order to verify your identity.

B. Information That We Collect Automatically through FreightSideKick

We also may collect information about CUSTOMER'S online activities on websites and connected devices over time and across third-party websites, devices, apps and other online features and services. We use analytics services with FreightSideKick to help us both analyze CUSTOMER'S use of FreightSideKick and also diagnose technical issues.

C. Service

FreightSideKick agrees to render services that assist CUSTOMER USER with the arrangement and transportation of freight through its providers, pursuant to the terms and conditions of USC and all federal, state, and local laws and regulations relating to the brokerage of the freight covered by this Agreement.

2. Payment

A. Payment Information

CUSTOMER agrees to pay all invoices for freight arranged through FreightSideKick for each shipment quoted and accepted by CUSTOMER through FreightSideKick and agrees to pay any additional costs or assessments incurred by motor carriers fulfilling transportation services for CUSTOMER shipments or any assessments or additional costs accrued by FreightSideKick in fulfilling transportation services for CUSTOMER or in collecting payment from CUSTOMER.

If CUSTOMER overpays any invoice in excess of the amount due, FreightSideKick shall not be obligated to immediately arrange for the return of any such overpayment; amount or amounts otherwise payable for any prior or subsequent period or periods shall first be reduced by such overpayment without any interest component being imputed on the overpayment. Refund of inadvertent excess payment may be requested, and shall be processed within sixty days if no other past due unpaid invoices from CUSTOMER remain.

PROVIDER will supply CUSTOMER with proof of acceptance and delivery of shipments in the form of electronic copies of a signed Bill of Lading or Proof of Delivery receipts. CUSTOMER, motor carrier, or the name of any other person, entity or party inserted on the bill of lading shall be for CUSTOMER'S, motor carrier's, or other person's or party's convenience only and shall not change PROVIDER'S status as intermediary and third party procurer of capacity, unless the PROVIDER is also the carrier performing the physical transportation of goods. The terms and conditions of any Bill of Lading or other freight documentation used by CUSTOMER, PROVIDER, motor carrier selected by PROVIDER, or any other person, will not supplement, alter, or modify the terms of this Agreement.

3. LTL Shipping Terms and Conditions

This section outlines terms and conditions specific to Less-Than-Truckload (LTL) shipping services provided by FreightSideKick. These terms apply in addition to the general terms and conditions of using the FreightSideKick platform.

- **Estimated Transit Times:** Transit times for LTL shipments are estimates based on the carrier's published schedules and do not guarantee specific pickup or delivery dates and times. For shipments requiring delivery by a specific date, arrangements for a guaranteed shipment must be made in advance, with appropriate notes on the Bill of Lading (BOL). FreightSideKick is not liable for any damages or additional charges resulting from late guaranteed deliveries.
- **Volume Shipments:** Shipments that exceed certain thresholds (e.g., 5000 lbs., 8 double-stacked or 4 non-stackable standard-sized pallets, 12 feet of linear space, or 650 cubic feet) may be classified as "volume shipments" and may incur additional charges. Customers are advised to confirm with their FreightSideKick sales representative to ensure all freight details are accurately reflected in the quote.
- **Quote Accuracy:** It is the customer's responsibility to ensure the accuracy of all information provided for a quote. Adjustments to shipment details such as lane, pallets, dimensions, weight, or class may result in additional charges, especially if corrections are made by the carrier after the shipment has been tendered. You are responsible for any and all additional charges.
- **Freight Classification Assistance:** While FreightSideKick may assist in classifying freight, the final responsibility for the accuracy of the freight classification lies with the customer. Incorrect classification as determined by the carrier may lead to additional charges.
- **Accessorials:** Additional services such as delivery appointments, lift gate, pallet jack, redelivery, or reweigh/re-class assessments may be required to complete delivery. These services may incur extra charges, and while FreightSideKick strives to notify customers of these charges in advance, some may be added unexpectedly based on carrier requirements.
- **Bill of Lading (BOL):** The shipper must use the BOL provided by FreightSideKick for all LTL shipments. Customers are responsible for notifying FreightSideKick of any inaccuracies on the BOL promptly to avoid additional charges, including inspection fees, re-consignments, and rebills.
- **Insurance:** LTL shipments will be insured by the carrier up to the default amount applicable for the commodity and class per NMFTA guidelines and carrier tariffs. This default insurance coverage may not cover the full value of the freight. It is the customer's responsibility to ensure adequate insurance coverage for their shipment.

4. Privacy and Copyright Protection

CUSTOMER'S use of FreightSideKick is subject to FreightSideKick's Privacy Policy. Please review FreightSideKick's Privacy Policy, which also governs all sites maintained by FreightSideKick and informs users of our data collection practices. FreightSideKick privacy policies explain how we treat personal data and protect privacy when CUSTOMERS use our Services. By using FreightSideKick, CUSTOMER agrees that FreightSideKick can use such data in accordance with our privacy policies.

We respond to notices of alleged copyright infringement and terminate accounts of repeat infringers according to the process set out in the U.S. Digital Millennium Copyright Act.

CUSTOMER agrees to hold in confidence any confidential and proprietary information of FreightSideKick of which it becomes aware in connection to FreightSideKick.

5. Electronic Communications

Visiting FreightSideKick or sending emails to FreightSideKick constitutes electronic communications. CUSTOMER consents to receive electronic communications and agrees that all agreements, notices, disclosures and other communications provided to it electronically, via email and through the platform, satisfy any legal requirement that such communications be in writing. Please read our [Electronic Record & Signature Disclosure](#), which is incorporated with this Agreement by reference.

6. Customer Account

The CUSTOMER is responsible for maintaining the confidentiality of its account and password and for restricting access to its computer, and agrees to accept responsibility for all activities that occur under and within its account or password. CUSTOMER may not assign or otherwise transfer its account to any other person or entity. Likewise, these Terms are not transferable and may not be assigned by CUSTOMER, in whole or in part, without the prior written consent of FreightSideKick. FreightSideKick must be notified by CUSTOMER in advance of intended assignment and, if FreightSideKick withholds consent, the assignment

may not take place. CUSTOMER acknowledges that FreightSideKick is not responsible for third party access to its account that results from theft or misappropriation of CUSTOMER'S account. FreightSideKick and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content within FreightSideKick's sole discretion.

Subject to the foregoing, these Terms shall be binding upon all successors and assigns of a party.

7. Links to Third Party Sites/Third Party Services

FreightSideKick may contain links to other websites ("Linked Sites"). The Linked Sites may not be under the control of FreightSideKick and FreightSideKick is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. FreightSideKick provides these links to the CUSTOMER only as a convenience, and the inclusion of any link does not imply endorsement by FreightSideKick or AV of the site or any association with its operators.

Certain services made available through the platform are delivered by third party sites and organizations. By using any product, service or functionality originating from the FreightSideKick.com domain, CUSTOMER hereby acknowledges and consents that FreightSideKick may share such information and data with any third party with whom FreightSideKick has an affiliation or contractual relationship to provide the requested product, service or functionality on behalf of FreightSideKick users and customers. This may include PROVIDER, CUSTOMER, or others.

8. No Unlawful or Prohibited Use/Intellectual Property

CUSTOMER is granted a non-exclusive, non-transferable, revocable license to access and use FreightSideKick strictly in accordance with these Terms. As a condition of CUSTOMER'S use of FreightSideKick, it warrants to FreightSideKick that it will not use the platform for any purpose that is unlawful or prohibited by these Terms. CUSTOMER may not use FreightSideKick in any manner that could damage, disable, overburden, or impair FreightSideKick or interfere with any other party's use and enjoyment of the Site. CUSTOMER may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through FreightSideKick. FreightSideKick reserves the right to suspend or terminate CUSTOMER access to and use of the platform for violations of these Terms.

All content included as part of FreightSideKick, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on FreightSideKick, is the property of FreightSideKick, AV, or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. CUSTOMER agrees to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

CUSTOMER will not modify, publish, transmit, reverse engineer, decompile, disassemble, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on FreightSideKick or in any way attempt to derive the source code or underlying operating technology, methodologies, or algorithms constituting or constituted by FreightSideKick. FreightSideKick content is not for resale. CUSTOMER will not resale FreightSideKick, nor will it sublicense, lease, rent, bestow, or otherwise transfer or supply FreightSideKick to any third party.

CUSTOMER's use of FreightSideKick does not entitle it to make any unauthorized use of any protected content, and in particular CUSTOMER will not delete or alter any proprietary rights or attribution notices in any content. CUSTOMER will use protected content solely for its personal use, and will make no other use of the content without the express written permission of FreightSideKick. CUSTOMER agrees that it acquires no ownership rights to any protected content. FreightSideKick does not grant CUSTOMER any licenses, express or implied, to the intellectual property of FreightSideKick or FreightSideKick's licensors except as expressly authorized by these Terms.

CUSTOMER consents to enforce that all CUSTOMER USERS employ FreightSideKick only in such way as is set forth in these Terms. FreightSideKick reserves the right to suspend or terminate either FreightSideKick use or CUSTOMER USERS for violation of these Terms. Use of FreightSideKick does not entitle it to make any unauthorized use of any protected content, and in particular CUSTOMER will not delete or alter any proprietary rights or attribution notices in any content. CUSTOMER will not, and will not authorize others to: a) remove any copyright, trademark, or any proprietary notices from any portion of FreightSideKick; b) reproduce, alter, create or prepare derivative works or services based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast, or otherwise exploit any portion of FreightSideKick except as expressly permitted by FreightSideKick; c) disassemble, decompile, or otherwise reverse engineer or in any other way attempt to derive the source code or underlying operating technology, methodologies, or algorithms constituting or constituted by FreightSideKick, except to the extent allowed by applicable law; d) link to, mirror, or frame any portion of FreightSideKick; e) instigate or launch any scripts or programs for the purpose of scraping, indexing, surveying, or otherwise mining data from any portion of FreightSideKick or burdening or hindering either the operation or function of FreightSideKick; or f) attempt to access FreightSideKick in an unauthorized fashion or impair any aspect of FreightSideKick's service.

CUSTOMER will use protected content solely for its personal use, and will make no other use of the content without the express written permission of FreightSideKick and the copyright owner. CUSTOMER agrees that it acquires no ownership rights to any protected content. FreightSideKick does not grant CUSTOMER any licenses, express or implied, to the intellectual property of FreightSideKick or FreightSideKick's licensors except as expressly authorized by these Terms.

CUSTOMER agrees to put into place appropriate legal, technical, and organizational measures that protect personal data from unauthorized or unlawful processing and against unauthorized loss, destruction, damage, alteration, or disclosure, in addition to any breach or attempted breach of CUSTOMER safety measures.

CUSTOMER agrees to notify FreightSideKick immediately should CUSTOMER learn or have reason to suspect that a breach of FreightSideKick security or the CUSTOMER'S account has occurred, including minimally: a) the kind of breach of security measures suspected or observed, b) the types and range of personal data exposed by the breach, c) the duration and possible consequences of the breach, d) any efforts to mitigate or remediate the consequences of the breach that have been implemented or will be implemented by the CUSTOMER. Should the CUSTOMER discover such breach, CUSTOMER will: a) pursue every

reasonable avenue to investigate, remediate, and mitigate the effects of the breach and b) communicate with and supply FreightSideKick with assurances deemed satisfactory by FreightSideKick that a similar breach will not recur. Furthermore, should such a breach occur as a consequence of an act by a CUSTOMER, CUSTOMER USER, or the dereliction or omission of an act by the CUSTOMER in the maintenance of a FreightSideKick account, then CUSTOMER must, at FreightSideKick's request and at CUSTOMER'S expense, implement remedial actions determined by FreightSideKick.

9. International Users

The Service is controlled, operated and administered by FreightSideKick from our offices within the United States of America. If CUSTOMER accesses FreightSideKick from a location outside the USA, CUSTOMER is responsible for compliance with all local laws. CUSTOMER agrees that it will not use FreightSideKick Content accessed through FreightSideKick in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

10. Indemnification

CUSTOMER agrees to indemnify, defend and hold harmless FreightSideKick or AV, their officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of CUSTOMER'S use of or inability to use FreightSideKick or services, any user postings made by CUSTOMER, CUSTOMER'S violation of any terms of this Agreement or CUSTOMER'S violation of any rights of a third party, or CUSTOMER'S violation of any applicable laws, rules or regulations. FreightSideKick reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by the CUSTOMER, in which event CUSTOMER will fully cooperate with FreightSideKick in asserting any available defenses.

It is understood and agreed that neither FreightSideKick nor AV are a motor carrier and that FreightSideKick and AV shall not be liable under 49 USC § 14706 (the Carmack Amendment) for loss, damage or delay in the transportation of CUSTOMER's property.

11. Arbitration

In the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the parties, in a location mutually agreed upon by the parties. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerning these Terms, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims in regards to these Terms or any disputes arising as a result of these Terms, whether directly or indirectly, including Tort claims that are a result of these Terms. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the Arbitrator. This arbitration provision shall survive the termination of these Terms.

12. Class Action Waiver

Any arbitration under these Terms will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both CUSTOMER and FreightSideKick agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

13. Liability Disclaimer

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH FREIGHTSIDEKICK MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. FREIGHTSIDEKICK, AV, AND/OR THEIR SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN FreightSideKick AT ANY TIME.

FREIGHTSIDEKICK AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON FREIGHTSIDEKICK FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND.

FREIGHTSIDEKICK AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL FREIGHTSIDEKICK AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF FREIGHTSIDEKICK, WITH THE DELAY OR INABILITY TO USE FREIGHTSIDEKICK OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH FREIGHTSIDEKICK, OR OTHERWISE ARISING OUT OF THE USE OF FREIGHTSIDEKICK, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF FREIGHTSIDEKICK OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF FREIGHTSIDEKICK, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING FREIGHTSIDEKICK.

14. Force Majeure

Neither party under these Terms shall be liable to the other for failure to perform any of its obligations under these Terms during any time in which such performance is prevented by fire, flood, or other natural disaster, strike, earthquakes, weather conditions, terrorism, government acts or orders or restrictions, local or national disruptions to transportation networks or operations, fuel shortages, war, embargo, riot, civil disobedience, or any other cause where failure to perform is outside of reasonable control and not caused by the negligence of the non-performing party.

15. Terms and Termination

These Terms commence upon the initial use of FreightSideKick by CUSTOMER or acceptance of these Terms. These terms remain in effect until terminated.

As explained in "8. No Unlawful or Prohibited Use/Intellectual Property" above, and as set forth here, FreightSideKick reserves the right, in its sole discretion, to terminate CUSTOMER'S access to FreightSideKick and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Oregon and CUSTOMER hereby consents to the exclusive jurisdiction and venue of courts in Oregon in all disputes arising out of or relating to the use of FreightSideKick. Use of FreightSideKick is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

CUSTOMER agrees that no joint venture, partnership, employment, or agency relationship exists between CUSTOMER and FreightSideKick as a result of these Terms or use of FreightSideKick. FreightSideKick's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of FreightSideKick's right to comply with governmental, court and law enforcement requests or requirements relating to CUSTOMER'S use of FreightSideKick or information provided to or gathered by FreightSideKick with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, these Terms constitute the entire agreement between CUSTOMER and FreightSideKick with and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between CUSTOMER and FreightSideKick with respect to FreightSideKick. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

If any provision or provisions of these Terms shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be altered, impaired, or affected thereby.

16. Changes to Terms

FreightSideKick reserves the right, in its sole discretion, to change the Terms under which FreightSideKick is offered. The most current version of the Terms will supersede all previous versions. FreightSideKick encourages CUSTOMER to periodically review the Terms to stay informed of our updates. Continued use of FreightSideKick after any such modifications or updates constitutes CUSTOMER'S consent to such changes.

17. Contact Us

FreightSideKick welcomes your questions or comments regarding the Terms:

American Ventures LLC
1056 Green Acres Rd Ste 102
Eugene, OR 97408
support@freightsidekick.com
877-345-3838

Effective as of February 23, 2024