

Effective: November 1, 2022

GLS-us.com (the "Site") is a website owned and operated by GLS. This Terms of Use is an agreement between you and GLS, and governs your use of services offered by GLS through the Site ("Services") and all information on or collected through the Site. By using our Site and Services, you understand and agree to these Terms of Use, as amended from time to time. Please do not use our Services or our Site if you do not agree to these Terms of Use.

PLEASE NOTE THE ARBITRATION PROVISION SET FORTH BELOW, WHICH MAY, EXCEPT WHERE AND TO THE EXTENT PROHIBITED BY LAW, REQUIRE YOU TO ARBITRATE ANY CLAIMS YOU MAY HAVE AGAINST GLS ON AN INDIVIDUAL BASIS. ARBITRATION ON AN INDIVIDUAL BASIS MEANS THAT YOU WILL NOT HAVE, AND YOU WAIVE, THE RIGHT FOR A JUDGE OR JURY TO DECIDE YOUR CLAIMS, AND THAT YOU CANNOT PROCEED IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE CAPACITY.

Definitions

"GLS": General Logistics Systems US, Inc. ("GLS US") and its affiliated companies in the United States, including, but not limited to GLS US Freight, Inc. ("GLS US Freight") and GLS US Solutions, Inc. ("GLS US Solutions"), any of which may exercise the rights and privileges afforded GLS under these Terms.

Account Creation and Passwords

To access certain portions of the Site, you must create an account. You agree to provide truthful and accurate information during the account creation process. You also agree to maintain the accuracy of any submitted data. If you provided any information that is untrue, inaccurate, or incomplete, we reserve the right to terminate your account and suspend your use of the Site.

You are responsible for preserving the confidentiality of your account password and will notify us of any known or suspected unauthorized use of your account. You agree that you are responsible for all acts or omissions that occur on your account while your password is being used.

Privacy

Your submission of personal information through the Site and Services is governed by our Privacy Policy located at www.gls-us.com.

User Conduct

By using the Site, you agree to the following terms:

- You shall not copy, store, redistribute, decompile, reverse-engineer, reproduce, transmit, modify, alter, emulate or disassemble any part of the Site in any way, or create derivative works thereof.
- You shall not disassemble any part of the Site in any way, or create derivative works thereof. You shall not access or search the Site by any means other than our publicly supported interfaces (for example, "scraping" is prohibited).
- You shall not violate or attempt to violate our security features, including logging into a server that you are not authorized to access, or probing the vulnerability of our systems and networks.

- You shall not use the Site to engage in harassment, harm, threatening behavior, abuse, or defamation.
- You shall not use the Site to violate or encourage others to violate any local, state, national or international law, regulation or order.
- You shall not infringe any copyright, trademark, trade secret, patent or other right of any party.
- You shall not participate on the Site in any manner that consists of any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation.

Disclaimer of Warranties

The Site and all its content, functionality, assistance and Services are provided "as is" without any warranties from either GLS or any third parties, either express or implied, including without limitation any implied warranties of merchantability or fitness for a particular purpose. Specifically, GLS does not make any representations or warranties of any kind, express or implied, about the completeness, reliability and accuracy with respect to the Site or the information, Services or related graphics contained on the Site for any purpose. Any reliance on such information is therefore strictly at your own risk.

The Site is provided "as is" and "when available," and we may change any or all of its content, functionality and Services in our discretion at any time without notifying you.

GLS does not guarantee that the Site will meet your requirements, or that they are error-free, reliable, without interruption or available at all times. GLS does not guarantee that the Services that may be obtained from the use of the Site, including any support services, will be effective, reliable, and accurate or meet your requirements. GLS does not guarantee that you will be able to access or use the Site (either directly or through third-party networks) at all times or from locations of your choosing.

Limitations of Our Liabilities

To the extent permitted by law, neither GLS nor any of the third parties will be liable under any circumstances for any indirect, special, consequential exemplary or punitive damages or for any loss of business, revenues, profits, goodwill, content or data. To the extent permissible by law, in no event will GLS's liability arising out of the use of the Site or our Services exceed USD100.

In addition, when using the Site, information will be transmitted over a medium which is beyond the control and jurisdiction of GLS, its partners, advertisers, and sponsors or any other third party mentioned on the Site. Accordingly, GLS assumes no liability for or relating to the delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Site.

Ownership

You understand and agree that GLS and/or our applicable licensor(s) is(are) the sole and exclusive owner(s) of all right, title, and interest, including intellectual property rights, in and to the Services and Site ("Company IP") at all times. Except as expressly provided in these Terms of Use, you have no right to use Company IP. In particular, you (i) have no right to use our trademarks, service marks, trade dress,

product names, logos, domain names or other distinctive brand features associated with GLS without our prior written consent; and (ii) may not copy, reproduce, modify, sell, create derivative works from, upload, transmit, or distribute Company IP in any way without GLS's prior written consent.

External Links

Our Site may contain links to web sites of third parties or contents provided by third parties such as our sponsors and affiliates. While their information, products and services may be helpful to you, these third parties are independent entities and we do not control or endorse them. We do not guarantee the quality, reliability, or suitability of any third party services provided, made available or linked through our Service and we will bear no responsibility for such third party services and contents. You agree that any visits to linked web sites or third party contents are solely at your own risk. There may be, from time to time, third party contents and services on our Site that are subject to further terms, including terms from the relevant third party that originally produced such contents and services. In such cases, you agree to comply with any such further terms and conditions.

Indemnification

You agree to indemnify, defend and hold harmless GLS and third parties, from and against any and all losses, damage, liability and costs of every nature incurred by any of them (including but not limited to litigation costs and attorneys' fees) in connection with any claim, damage or loss arising out of or related to your unauthorized use of Company IP, the Site, the Services and any other services provided by us or third parties, or your breach of these Terms of Use. You agree to cooperate fully in the defense of any of the foregoing. We reserve the right, at our own expense, to control exclusively the defense of any matter otherwise subject to indemnification by you and you will not settle any matter without our prior written consent.

Termination

You understand and agree that GLS has the right, at any time, to suspend or terminate some or all of our Site or Services without the need to notify you in advance. These Terms of Use will apply to your use of our Site and Services until access to the relevant Site or Services is terminated by us.

We may suspend or terminate your access to any or all of our Site or Services: (i) if we reasonably believe that you have breached these Terms of Use; (ii) if your use of our Site or Services creates risk for us or for other users of our Site or Services, gives rise to a threat of potential third party claims against us which will be potentially damaging to our reputation; or (iii) for any other reason in our sole discretion.

Updates

GLS may, from time to time, revise these Terms of Use. GLS will provide notice of such modifications by posting them on the Site with a revised "Last Updated" date. Material revisions to the terms shall be effective fifteen (15) days after posting on the Site. You should regularly check our Site for updates and your continued use of our Sites and Services constitutes your acceptance of the updated Terms of Use.

Dispute Resolution and Agreement to Arbitrate

Any dispute, controversy, or claim arising out of or in connection with these Terms of Use, including the Privacy Policy, will be governed by the laws of California. Except where and to the extent prohibited by law, by using the Site or Services, you and GLS agree that if there is any claim or controversy at law or equity that arises out of the Terms of Use or any part of it, the Privacy Policy, our Site or the Services ("Dispute"), the sole and exclusive jurisdiction for such dispute will be decided through binding arbitration on an individual basis administered by the American Arbitration Association under its Commercial Arbitration Rules (including, without limitation, the Supplementary Procedures for Consumer-Related Disputes, if applicable), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. ARBITRATION ON AN INDIVIDUAL BASIS MEANS THAT YOU WILL NOT HAVE, AND YOU WAIVE, THE RIGHT FOR A JUDGE OR JURY TO DECIDE YOUR CLAIMS, AND THAT YOU CANNOT NOT PROCEED IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE CAPACITY. Other rights that you and we would otherwise have in court will not be available or will be more limited in arbitration, including discovery and appeal rights.

Choice of Law and Forum

These Terms of Use have been made in and shall be construed in accordance with the laws of the State of California, without giving effect to any conflict of law principles. Any disputes or claims not subject to the arbitration provision discussed above shall be resolved by a court located in the State of California and you agree and submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action.

Miscellaneous

To the extent permitted by applicable law, GLS and you hereby waive any provision of law that would render any clause of these Terms of Use invalid or otherwise unenforceable in any respect. In the event that a provision of these Terms of Use is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of these Terms of Use will continue in full force and effect.

No waiver of a breach of these Terms of Use will constitute a waiver of any prior or subsequent breach of these Terms of Use.

Notice

Any notification or notice given by GLS concerning these Terms of Use or the Privacy Policy may be via emails, web postings, or others. Such notification or notice will take effect and is deemed to be delivered to you on the date it is sent or released on our Site.

You agree that you will give GLS notice related to these Terms of Use via info@gls-us.com.

Contact Us

You may write to GLS at info@gls-us.com if you have any questions, comments or concerns about these Terms of Use.