

FreightCenter Rewards Terms & Conditions

Effective Date: April 1, 2024. The following supersedes all prior Terms & Conditions. By participating or continuing to participate after the effective date, you agree to the following:

The following information forms the basis of participation in the FreightCenter Rewards Program ("FreightCenter Rewards" or "Program"). These Terms and Conditions ("Terms and Conditions") are intended to protect the members of the Program ("Members"), and FreightCenter, Inc ("FreightCenter" or "We"). Your participation in this Program will be governed by these Terms and Conditions, and it is your responsibility to read and understand all of them.

If you require clarification or further information, you may contact FreightCenter by sending an e-mail to rewards@freightcenter.com. Please note however, FreightCenter Rewards Program Terms and Conditions cannot be superseded or changed except in writing from FreightCenter.

General

1. FreightCenter Rewards Program membership and its benefits are offered at the sole discretion of Freightcenter.
2. The FreightCenter Rewards Program Terms and Conditions are governed by and are to be construed under the laws of the State of Florida, U.S.A, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state laws. Claims may not be resolved through any form of class action. By participating in the FreightCenter Rewards Program, Members consent that venue for all suits will be in the Middle District of Florida or, if there's no federal jurisdiction, venue will be in Pinellas County, Florida. The Program Terms and Conditions set forth here in supersede all prior Program Terms and Conditions.
3. Membership in and application for membership in the FreightCenter Rewards Program is void if prohibited by law in the country of the Member's or applicant's domicile.
4. The Program has no predetermined termination date and may continue until such time as FreightCenter decides to terminate the Program, at any time, with or without notice. Members will have 30 days from the date Program termination is announced to accumulate Points and redeem a desired Reward. This means that, regardless of the amount you participate in the Program, your right to accumulate Points and claim Rewards can be terminated by FreightCenter 30 days after FreightCenter announces Program termination.
5. FreightCenter reserves the right to add, modify, delete or otherwise change any of the rules, procedures, conditions, benefits, or Rewards pertaining to the Program at its sole discretion, with or without notice, even though changes may affect the value of rewards points already accumulated. This means that FreightCenter may make changes that affect, but are not limited to, rewards or prizes and items offered, rules for earning FreightCenter Rewards Points, redeeming FreightCenter Rewards Points, rules and procedures for the use of Rewards, continued availability of Rewards, Reward types, and the features of special offers.
6. Only individuals of majority age in their state of residence may enroll in FreightCenter Rewards.

7. Program membership entitles Members the right to earn Points, which can be redeemed for Rewards in accordance with the Terms and Conditions of the Program. Member benefits and Rewards are offered in good faith, however may not be available if prohibited by law or regulation in Member's country of residence.
8. Members must not maintain membership in or earn Points on multiple accounts.
9. FreightCenter reserves the right to suspend or discontinue FreightCenter Rewards Program membership, including any special tiered, for any Member who appears to be using the Program in a manner inconsistent with the Terms and Conditions or intent of the Program or any portion of the Program, including, but not limited to, Reward redemption or Points use. FreightCenter also reserves the right to discontinue membership for any Member who FreightCenter believes, or if there are reasonable grounds for suspecting, in its sole discretion, has: acted in a manner inconsistent with applicable local or federal laws, regulations or ordinances; breached or violated any of these Program Terms and Conditions; engaged in any fraudulent or dishonest behavior, theft, misconduct or wrongdoing in connection with the account, including without limitation, involving Reward redemption or Points use, or other Member benefits; engaged in any abusive, fraudulent, disruptive, inappropriate, offensive or hostile conduct, whether it be physical, verbal or written in nature, towards any freight carrier within the FreightCenter network or their employees, or towards FreightCenter or any of its employees or contractors, or failed to pay any bills or accounts due to FreightCenter or the freight carrier.
10. Such discontinued membership may result in the loss of all accumulated Points, benefits and privileges, including the loss of any associated special tier status. In addition to discontinuance of FreightCenter Rewards Program membership, FreightCenter shall have the right to take appropriate administrative and/or legal action, including, without limitation, criminal prosecution, as it deems necessary in its sole discretion.
11. The sale or barter of any FreightCenter Rewards Points or other FreightCenter Rewards benefits other than by FreightCenter is prohibited. Any Points or benefits which FreightCenter deems in its sole discretion to have been transferred, sold or assigned in violation of Program Terms and Conditions may be confiscated or canceled.
12. All interpretations of Program Terms and Conditions shall be at the sole discretion of FreightCenter.
13. Members who do not have eligible activity as defined below in any 12 consecutive month period may be removed from the Program and are subject to forfeiture of all accumulated Points. At the discretion of FreightCenter, such Members may be permitted to remain in the Program and removed after one year of inactivity. To keep accumulated FreightCenter Rewards Points, the Member must book a FreightCenter shipment and pay all charges, including any billing adjustments.
14. Failure to take action described above will result in the forfeiture of all accumulated Points and, after one year of inactivity, to deactivation of the Member's account. Once the Points have been forfeited, the Member may not retrieve any forfeited Points but Member may begin to earn Points again thereafter. Any Reward redeemed by the Member before the Points are forfeited (such as a shipment discount or a Rewards prize) is still valid. This applies to any year of enrollment, including without limitation, the first year of enrollment. Members who fail to pay

amounts due to FreightCenter are subject to forfeiture of any special tier status earned through the Program.

15. Each Member is responsible for remaining knowledgeable as to the Program Terms and Conditions and as to the number of Points in his or her account. FreightCenter may attempt, but is not required, to send correspondence to active Members to advise them of matters of interest, including notification of Point forfeiture or Program changes. Neither FreightCenter, nor third party companies participating as marketing partners in the Program ("Marketing Partners") will be liable for any failure to do so and will not be responsible for incorrect or inaccurate transcription of Member contact information, for problems related to any of the equipment or programming associated with or utilized by the Member, for any human error, for any interruption, deletion, omission, defect, or line failure of any telephone network or electronic transmission, for problems relating to computer equipment, software, inability to access any Web site or on-line service, for any other technical or non-technical error or malfunction, for lost, late, stolen, illegible, incomplete, garbled, misdirected, mutilated or postage due mail or other mail or e-mail for whatever reason.
16. Each Member is responsible for creating private account access information and for maintaining the security of that information. If the security of that information is breached by Member or a third party, FreightCenter shall not be liable for any access to that account not authorized by Member, accumulation of Points, redemption of Rewards, or other account activity that occurs as a result, and in no event shall FreightCenter be responsible for reimbursing Member for any Points redeemed or other damages or losses claimed to occur as a result of that unauthorized access. If Member becomes aware of any fraudulent activity, including unauthorized redemption of Member's Points or Rewards, Member must report the fraudulent activity to FreightCenter in writing, within 30 days of it occurring, and provide all further requested information and cooperation to FreightCenter to be eligible for reinstatement of lost Points or Rewards, which reinstatement may be awarded in FreightCenter's sole discretion.
17. Each Member is responsible for advising FreightCenter of any changes to his or her contact information including, but not limited to, shipping address for any Rewards or prizes.
18. Accrued do not constitute property of the Members. Except as specifically provided herein, accrued Points are not transferable for any reason or by operation of law.
19. Nothing in the FreightCenter Rewards Program Terms and Conditions is intended or shall be construed to create or establish any agency, partnership or joint venture relationship between FreightCenter and any Marketing Partners.

Reward Redemption

To qualify for a Reward (a "Reward"), the Member must have sufficient Points in his or her account to redeem the Reward.

It is solely the responsibility of the Member to be informed about the Program and to request the specific Rewards online, via the FreightCenter.com website. When a Reward is requested, the corresponding number of Points will be deducted from the Member's account. When redeeming Points

online, Points will be deducted from the Member's account automatically upon Member completing the redemption transaction.

Rewards may not be sold, auctioned, bartered, brokered, purchased or otherwise transferred except with the express written consent of FreightCenter. Any Reward obtained in that manner without the required consent will be considered to have been fraudulently obtained and deemed void. Altered Rewards are void. Voided Rewards will not be honored.

All Rewards are subject to certain restrictions. See the Terms and Conditions below or online at Rewards which apply to each specific Reward.

Rewards may not be combined with other certificates, discounts, packages or promotional offers unless otherwise specified in writing by FreightCenter.

Rewards cannot be redeemed for cash. Rewards are void where copied, prohibited or restricted by law.

FreightCenter Rewards may be substituted with an equivalent Reward by FreightCenter at any time without notice. Determination of Reward equivalency is at the sole discretion of FreightCenter.

Any tax liability incurred (if any) in connection with the receipt and/or use of FreightCenter Rewards, including, but not limited to, local or city taxes, international taxes, customs fees, duties, VAT, or individual income tax is the sole responsibility of the user.

Members residing in countries where redemption of Points for a FreightCenter Reward is prohibited are not eligible for such Reward.

Conditions of Participation

We may modify these Terms and Conditions from time to time by posting the revised Terms and Conditions on our website. We may also modify the Privacy Policy from time to time as described in the Privacy Policy. Your continued participation in the FreightCenter Rewards Program following the posting of changes to these Terms and Conditions, or to the Privacy Policy, will indicate your acceptance of the changes.

FREIGHTCENTER PROVIDES THE FREIGHTCENTER REWARDS PROGRAM, THESE AND OTHER MATERIALS, AND OTHER SERVICES AND PRODUCTS "AS-IS" AND, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXPRESSLY DISCLAIMS ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DESIGN, ACCURACY, CAPABILITY, SUFFICIENCY, SUITABILITY, CAPACITY, COMPLETENESS OR AVAILABILITY. You also agree that FreightCenter does not represent, warrant or guaranty that the FreightCenter Rewards Program or any such other products and services will be uninterrupted, without omissions or error free, or that defects will be corrected or changes implemented. UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL FREIGHTCENTER BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE FREIGHTCENTER REWARDS PROGRAM OR ANY SUCH OTHER PRODUCTS AND SERVICES, EVEN IF A

FREIGHTCENTER AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, therefore such exclusions may not apply to you. In the event FreightCenter is held liable for any damages related to such matters, your sole and exclusive remedy will be limited to reimbursement for services or products paid by you to the entity held liable which were not provided by such entity. You hereby waive any and all rights to bring any claim or action related to such matters in any forum beyond one (1) year after the first occurrence of the kind of act, event, condition or omission upon which the claim or action is based. If any provision(s) of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect. The failure by FreightCenter to exercise rights granted to FreightCenter hereunder upon the occurrence of any of the contingencies set forth in this agreement will not constitute a waiver of such rights upon the recurrence of such contingency.