

OpenTug Terms of Use

Section 1. Contractual Relationships

These Terms of Use (“Terms”) govern the access or use by you, an individual or entity, of the applications (including mobile applications), websites, content, products, and services (collectively, the “Services”) made available in the United States by OpenTug Inc. and its subsidiaries and affiliates (collectively, “OpenTug”). PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING AND USING THE SERVICES. In these Terms, the words “including” and “include” mean “including, but not limited to.”

Your access and use of the Services constitutes your agreement to be bound by these Terms, which establishes a contractual relationship between you and OpenTug. If you do not agree to these Terms, you may not access or use the Services. These Terms expressly supersede and replace any prior agreements or arrangements between you or any shipper or carrier you represent, on the one hand, and OpenTug, on the other hand, with respect to the subject matter of these Terms, except that with respect to any shipper, terminal operator or carrier agreement between the shipper, terminal operator or carrier you represent (as applicable) and OpenTug, such agreement shall not be superseded or replaced by these Terms, and to the extent that such other agreement is inconsistent with these Terms, such other agreement will govern. OpenTug may, at any time for any reason, without notice to you, cease offering you access to the Services or any portion thereof or deny you access to the Services or any portion thereof.

Supplemental terms may apply to certain Services, such as policies for a particular event, program, activity or promotion, and such supplemental terms will be disclosed to you in separate disclosures (e.g., a particular promotional webpage) or in connection with the applicable Service(s). Supplemental terms are in addition to, and shall be deemed a part of, these Terms for the purposes of the applicable Service(s). Supplemental terms shall prevail over these Terms in the event of a conflict with respect to the applicable Services.

OpenTug may amend these Terms from time to time. Amendments will be effective upon OpenTug’s posting of such updated Terms at this location. Your continued access or use of the Services after such posting constitutes your consent to be bound by the Terms, as amended.

Our collection and use of personal information in connection with the Services is as provided in OpenTug’s Privacy Policy located at opentug.com/static/webatds/terms/OpenTugPrivacy.pdf

Section 2. Content

License. Subject to your compliance with these Terms, OpenTug grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to access and use the

Services. Any rights not expressly granted herein are reserved by OpenTug and OpenTug's licensors.

Restrictions. You may not: (i) remove any copyright, trademark or other proprietary notices from any portion of the Services; (ii) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services except as expressly permitted by OpenTug; (iii) decompile, reverse engineer or disassemble the Services except as may be permitted by applicable law; (iv) link to, mirror or frame any portion of the Services; (v) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services, or unduly burdening or hindering the operation and/or functionality of any aspect of the Services; or (vi) attempt to gain unauthorized access to or impair any aspect of the Services or their related systems or networks.

Ownership. The Services and all rights therein are and shall remain OpenTug's property or the property of OpenTug's licensors. Neither these Terms nor your use of the Services convey or grant to you any rights: (i) in or related to the Services except for the limited license granted above; or (ii) to use or reference in any manner OpenTug's company names, logos, product and service names, trademarks or services marks or those of OpenTug's licensors.

Idea Submissions. OpenTug considers any unsolicited suggestions, ideas, proposals, or other material submitted to it by users via the Services (collectively, the "Material") to be non-confidential and non-proprietary, and OpenTug shall not be liable for the disclosure or use of such Material. If, at OpenTug's request, any user sends Material to improve the site (for example through customer support), OpenTug will also consider that Material to be non-confidential and non-proprietary and OpenTug will not be liable for use or disclosure of the Material. Any communication by you to OpenTug is subject to this Agreement. You hereby grant and agree to grant OpenTug, under all of your rights in the Material, a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, fully-paid, sub-licensable and transferable right and license to incorporate, use, publish, and exploit such Material for any purpose whatsoever, commercial or otherwise, including but not limited to incorporating it in the API, documentation, or any product or service, without compensation or accounting to you and without further recourse by you.

Section 3 - Fees and Billing

Basic Account Fees. There are no registration or subscription fees for basic Shipper (personal or business), Broker or Carrier accounts, however terminal accounts are subject to a monthly subscription fee.

TSP Transaction Fees. TSPs may be charged a base transaction fee (base fees may be discounted for special programs) for shipments that are booked and completed through the OpenTug Services. The origin, destination, category, customer type (shipper or broker), listing date, and format (auction, fixed offer price, or published rates) of a shipment determines the applicable fee, which may change from time to time. In the event a TSP assesses charges in addition to the original booked quote due to changes in the services provided, the fee will be based upon the final assessed shipping price. The final assessed shipping price will be displayed at checkout.

All bookings on OpenTug, except for operators booking through their branded portal (if applicable) are subject to a commission + merchant fees applicable at the time. This percentage does not include tax. By establishing merchant services on OpenTug you give us permission to automatically debit and credit funds from your settlement account for all amounts due. All merchant charge backs are the responsibility of the merchant retailer. We will, however, be responsible for the charge backs that relate to commissions earned. All merchants are responsible for freight fulfillment, customer service, dispute resolution, etc.

Changes to the fees for OpenTug's services are effective after OpenTug provides you with at least 14 days' notice by posting the changes on the Site or notifying you personally. However, OpenTug may choose to temporarily change the fees for OpenTug's services for promotional events (for example, free listing days); such changes are effective when OpenTug posts the temporary promotional event on the Site. OpenTug may, at OpenTug's sole discretion, change some or all of OpenTug's services at any time. In the event OpenTug introduces a new service, the fees for that service are effective at the launch of the service. Unless otherwise stated, all fees are quoted in US Dollars (USD).

In certain situations, including but not limited to a void or invalid transaction, OpenTug may issue a credit for the applicable fees to a seller's billing statement.

In the event that OpenTug bills your account in error, you will be provided a refund.

Penalty Fees.

1. TSP Excessive Cancellation Surcharge. See below for the cancellation policy. TSPs that have excessive cancellations at the time a shipment is booked will have a variable surcharge added to the TSP transaction fee. The TSP's transaction fee will incur an excessive cancellation surcharge based on the TSP's previous 12-month cancellation rate on OpenTug. OpenTug reserves the right to impose an excessive cancellation fee for cancellation rates above 10%.

2. Failed ACH Fees. If payment by bank account (ACH) is not received for any reason, a fee of USD \$50.00 will be debited to your OpenTug account.

3. Unpaid Balance Fees. If, for any reason, any unpaid balances have not been received or in any manner realized by OpenTug on matches that have been completed by you for the

services and any additional services performed by you ("Unpaid Balances"), you agree to pay such unpaid balance immediately. If in any billing period, we are not able to collect the full unpaid balance from your available OpenTug account balance, we reserve the right to charge your payment method on file for the balance(s) associated. OpenTug reserves the right to charge your account an unpaid balance penalty of 5% of the total cost or USD \$10, whichever is greater, and hold your account until the debt has been settled if not paid within 5 days of debt creation. If the balance remains unpaid for 30 days, the account in question will be suspended. If the unpaid balance is not addressed within 60 days, the account in question will be sent to collections.

In addition, OpenTug may charge interest, in the amount of 1.5% per month or fraction thereof on any unpaid account balance that you maintain. Any partial payments made to users' account balances will first be applied to the most recent fees owed to OpenTug. If at any time after 30 days we cannot collect any fees owed to us, we may suspend or terminate your account, or, at our sole discretion, take any additional action necessary to collect the unpaid balance. OpenTug reserves the right to waive or change our fees, penalties, or interest charged at any time. OpenTug also reserves the right to prevent you from changing your transactional currency until you have paid all unpaid balances. You also agree to pay any costs of collection incurred by us with respect to any unpaid balance. You also consent and authorize us to, in our sole discretion, make appropriate reports to third-party credit collection agencies, credit reporting agencies, financial institutions, tax agencies, and law enforcement authorities, and cooperate with them in any resulting investigation or prosecution.

Match Cancellations and Account Credits. A cancellation may be requested by either party after a shipment is booked on OpenTug but before any services are performed. Cancellations should only be requested after reasonable attempts have been made to reach an agreeable solution and it is certain that the services that were booked on OpenTug will not be performed. When you request a cancellation, the other party will be notified, the match will be cancelled, and the shipment can either be relisted or deleted.

Refunds and Credits. At OpenTug's sole discretion, and on a case-by-case basis, we may offer the cancellation fee as a discount to a future transaction; provided, however, that in such cases (i) the right to such discount shall be conditioned, and may be given in consideration for the Shipper consummating a future transaction with OpenTug within 365 days following the issuance of such credit, and (ii) such discount shall have no cash value and shall not be transferable. A Shipper may receive a full refund of the booked shipment price and Shipper Service Charge for cancelled OpenTug Payments transactions up to 120 days after the booking date. A refund can only be given if the OpenTug Payments payment code has not been released to the TSP.

Excessive Cancellations. Every TSP is allowed 1 cancellation for every 10 booked shipments without penalty, with your total booked shipments always rounded up to the nearest 10. Each cancellation above this allowance is considered to be excessive, and TSPs that have excessive cancellations at the time a bid is placed or an offer is accepted will have a variable

surcharge added to their transaction fee. The cancellation rate is equal to the total number of cancellations divided by the total number of matches. The TSP's transaction fee will incur an excess cancellation surcharge based on the TSP's previous 12-month cancellation rate on OpenTug. If a Brokered Load is automatically cancelled because the Shipper to Broker transaction has been cancelled, the cancellation will not be posted on the Carrier's profile or count as an excessive cancellation.

Section 4 - Disclaimers; Limitation of Liability; Indemnity.

DISCLAIMER. THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." OPENTUG DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE TERMS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, OPENTUG MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, OR AVAILABILITY OF THE SERVICES, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR ACCESS OR USE OF THE SERVICES REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

LIMITATION OF LIABILITY. OPENTUG SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST DATA, PERSONAL INJURY, OR PROPERTY DAMAGE RELATED TO, IN CONNECTION WITH, OR OTHERWISE RESULTING FROM ANY USE OF THE SERVICES, EVEN IF OPENTUG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OPENTUG SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF: (i) YOUR USE OF OR RELIANCE ON THE SERVICES OR YOUR INABILITY TO ACCESS OR USE THE SERVICES; OR (ii) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY THIRD PARTY PROVIDER, EVEN IF OPENTUG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OPENTUG SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND OPENTUG'S REASONABLE CONTROL. IN NO EVENT SHALL OPENTUG'S TOTAL LIABILITY TO YOU IN CONNECTION WITH THE SERVICES FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION EXCEED FIVE HUNDRED U.S. DOLLARS (US \$500).

OPENTUG DOES NOT CONTROL, ENDORSE OR TAKE RESPONSIBILITY FOR ANY USER CONTENT OR THIRD-PARTY CONTENT AVAILABLE ON OR LINKED TO BY THE SERVICES (INCLUDING INFORMATION ON THE SERVICES PROVIDED BY USERS OR BY SHIPPERS). OPENTUG CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE SERVICES OR SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

Indemnity. You agree to indemnify and hold OpenTug and its affiliates and its and their respective officers, directors, employees, and agents harmless from any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees), arising out of or in connection with: (i) your use of the Services or services or goods obtained through your use of the Services; and/or (ii) your breach or violation of any of these Terms.

Section 5 - Dispute Resolution

Arbitration. You agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Services (collectively, "Disputes") will be settled by binding arbitration between you and OpenTug, except that each party retains the right to bring an individual action in small claims court and the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights. You acknowledge and agree that you and OpenTug are each waiving the right to a trial by jury or to participate as a plaintiff or class in any purported class action or representative proceeding. Further, unless both you and OpenTug otherwise agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. If this specific paragraph is held unenforceable, then the entirety of this "Dispute Resolution" section will be deemed void. Except as provided in the preceding sentence, this "Dispute Resolution" section will survive any termination of these Terms.

Arbitration Rules and Governing Law. The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Commercial Arbitration Rules (the "AAA Rules") then in effect, except as modified by this "Dispute Resolution" section. (The AAA Rules are available at www.adr.org or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this Section.

Arbitration Process. Prior to initiating an arbitration, you and OpenTug each agree to notify the other party in writing of any dispute and to attempt to negotiate an informal resolution. Notice to OpenTug must be sent to OpenTug, Inc., Attn: Legal Department, 1920 Blenheim Dr. E, Seattle, WA 98112. Neither party shall initiate arbitration until 30 days after the notice is sent.

A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. A party initiating an arbitration against OpenTug must send the written Demand for Arbitration to OpenTug, Inc., Attn: Legal Department, 1920 Blenheim Dr. E, Seattle, WA 98112. The arbitrator will be either a retired judge or an attorney licensed to practice law in the state of California and will be selected by the parties from the AAA's roster of consumer dispute arbitrators. If the parties are unable to agree upon an arbitrator, then the AAA will appoint the arbitrator in accordance with the AAA Rules.

Arbitration Location and Procedure. Unless you and OpenTug otherwise agree, the arbitration will be conducted in the county where you reside. If your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of documents you and OpenTug submit to the arbitrator, unless you request a hearing or the arbitrator determines that a hearing is necessary. If your claim exceeds \$10,000, your right to a hearing will be determined by the AAA Rules. Subject to the AAA Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

Arbitrator's Decision. The arbitrator will render an award within the time frame specified in the AAA Rules. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator's award damages must be consistent with the terms of the "Limitation of Liability" section above as to the types and the amounts of damages for which a party may be held liable. The arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim.

Changes. Notwithstanding the provisions of the modification-related provisions above, if OpenTug changes this "Dispute Resolution" section after the date you first accepted these Terms (or accepted any subsequent changes to these Terms), you may reject any such change by providing OpenTug written notice of such rejection by mail or hand delivery to: OpenTug, Inc., Attn: Legal Department, 1920 Blenheim Dr. E, Seattle, WA 98112, or by email from the email address associated with your Account to: jason@opentug.com, within 30 days of the date such change became effective, as indicated in the "Effective" or "Last update" date above. In order to be effective, the notice must include your full name and clearly indicate your intent to reject changes to this "Dispute Resolution" section. By rejecting changes, you are agreeing that you will arbitrate any Dispute between you and OpenTug in accordance with the provisions of this "Dispute Resolution" section as of the date you most recently accepted these Terms.

Section 6. Transportation and Other Provisions

OPENTUG IS NOT A CARRIER. NO INTERPRETATION OF WRITTEN OR ORAL REMARKS IN ANY AGREEMENT OR DOCUMENT SHALL BE CONSTRUED TO IMPLY OPENTUG IS A CARRIER.

A "carrier", as used in these Terms, means any person or company who provides transportation of goods (or passengers) for compensation.

A "shipper" means a person or company that arranges to have goods shipped on their own behalf by any type of conveyance ("Shipper"). The Shipper might be the consignee (recipient of the shipment) or the consignor (sender of the shipment), or a third party that is neither.

A “transportation service provider” means any party, person, agent, or carrier that provides freight (or passenger) transportation and related services to a Shipper or agency (“TSP”). For the transportation of goods, this includes carriers, brokers, freight forwarders, and third-party logistics providers.

A “broker” means a person who, for compensation, arranges, or offers to arrange, the transportation of goods by an authorized carrier. Carriers, or persons who are employees or bona fide agents of Carriers, are not Brokers within the meaning of this definition when they arrange or offer to arrange the transportation of shipments that they are authorized to transport and they have accepted and legally bound themselves to transport.

OpenTug is a Neutral Venue and Digital Clearinghouse. OpenTug is not a Transportation Service Provider or Shipper. Our website acts as a venue where Shippers and TSPs can interact and enter into agreements. OpenTug is not a party to any shipping agreement made between OpenTug users via the OpenTug software platform. As a result, we have no control over the quality, safety, or legal aspects of the transactions that take place on our website. OpenTug does not prequalify or validate the claims or qualifications of TSPs, nor does OpenTug prequalify or validate the claims of Brokers including those related to compliance with the Moving Ahead for Progress in the 21st Century Act (MAP-21). OpenTug does not endorse, recommend, or refer any specific TSP or Shipper, nor does OpenTug have any control or influence over actions or decisions made by users of the Service. All users of the OpenTug software platform make their own decisions and you acknowledge and agree that we are not in any way arranging transportation or shipping or logistics services on your behalf. Because we are not involved in the actual transaction between Shippers and TSPs, we have no control over the accuracy of listings, the ability of TSPs to transport items, or the ability of Shippers to send items. We cannot ensure the Shipper or TSP will actually complete a shipment. We cannot and do not guarantee the ability of users to complete or fulfill any services booked through the OpenTug software platform. Furthermore, due to the difficulty of individual authentication, especially on the Internet, we cannot and do not guarantee the verification of any user’s identity. Any identity verification methods we employ are strictly on a best efforts basis and should not be solely relied upon by our users. You acknowledge and agree that any and all communications, correspondence, verbal or written or by electronic means, or any warranties or representations made with regard to the arrangement of transportation services are not provided by us and are specifically and solely between you and the other user.

The carrier shall be solely responsible for controlling the method, manner, and means of accomplishing the carrier’s services. The carrier is responsible for determining the appropriate route for transportation.

Any transportation services (i.e., shipments) that are accepted by a carrier or any employee, contractor or other service provider of the carrier (including you) on behalf of a carrier using the Services are subject to the rates and charges indicated on the Services and the terms and conditions of the applicable agreement entered into between such carrier and OpenTug and these Terms. If you are an employee, contractor or other service provider of the carrier, you

agree that all charges and compensation due to you as an employee, contractor or other service provider of the carrier are the sole responsibility of the carrier and not OpenTug.

OpenTug and you, on behalf of the company you represent (if applicable), expressly waive any and all rights and remedies provided by Part B to Title IV of Title 49 to the U.S. Code to the extent such rights and remedies conflict with the provisions of these Terms. Without limiting the foregoing, OpenTug and you, on behalf of the carrier or shipper that you represent (as applicable), expressly waive any right that you or such carrier or shipper (as applicable) may have to access or review any records pursuant to 49 C.F.R. Part 371 (including with respect to any transactions that occurred prior to the date of these Terms).

OpenTug's Role. We offer you the right to use a platform that enables shippers and operators to publish, offer, search for, and book freight services. While we work hard to ensure our users have great experiences using OpenTug, we do not and cannot control the conduct of shippers, operators, carriers, and TSPs.. You acknowledge that OpenTug has the right, but does not have any obligation, to monitor the use of the OpenTug platform and verify information provided by our users. For example, we may review, disable access to, remove, or edit content to: (i) operate, secure and improve the OpenTug platform (including for fraud prevention, risk assessment, investigation and customer support purposes); (ii) ensure users' compliance with these Terms; (iii) comply with applicable law or the order or requirement of a court, law enforcement or other administrative agency or governmental body; (iv) address content that we determine is harmful or objectionable; (v) take actions set out in these Terms; and (vi) maintain and enforce any quality or eligibility criteria, including by removing Sailings or Listings that don't meet quality and eligibility criteria. Users acknowledge and agree that OpenTug administers its policies and standards, including decisions about whether and how to apply them to a particular situation, at its sole discretion. Users agree to cooperate with and assist OpenTug in good faith, and to provide OpenTug with such information and take such actions as may be reasonably requested by OpenTug with respect to any investigation undertaken by OpenTug regarding the use or abuse of the OpenTug platform.

Text Messaging and Telephone Calls. You agree that OpenTug may contact you by telephone or text messages (including by an automatic telephone dialing system and/or with an artificial or pre-recorded voice) at any of the phone numbers provided by you or on your behalf, including for marketing purposes. You understand that you are not required to provide this consent as a condition of purchasing any property, goods or services. You also understand that you may opt out of receiving text messages from OpenTug at any time, either by texting the word "STOP" to the number that contacted you using the mobile device that is receiving the messages, or by contacting jason@opentug.com.

Referrals and Promotional Codes. OpenTug may, in its sole discretion, create referral and/or promotional codes ("Promo Codes") that may be redeemed for discounts on future Services and/or a third party's services, or other features or benefits related to the Services and/or a third party's services, subject to any additional terms that OpenTug establishes. You agree that Promo Codes: (i) must be used for the intended audience and purpose, and in a lawful

manner; (ii) may not be duplicated, sold or transferred in any manner, or made available to the general public (whether posted to a public form or otherwise), unless expressly permitted by OpenTug; (iii) may be disabled by OpenTug at any time for any reason without liability to OpenTug; (iv) may only be used pursuant to the specific terms that OpenTug establishes for such Promo Code; (v) are not valid for cash; and (vi) may expire prior to your use. OpenTug reserves the right to withhold or deduct credits or other features or benefits obtained through the use of the referral system or Promo Codes by you or any other user in the event that OpenTug determines or believes that the use of the referral system or use or redemption of the Promo Code was in error, fraudulent, illegal, or otherwise in violation of OpenTug's terms.

Network Access and Devices. You are responsible for obtaining the data network access necessary to use the Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Services from your device. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and applications and any updates thereto. OpenTug does not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

Choice of Law. These Terms are governed by and construed in accordance with the laws of the State of Delaware, U.S.A., without giving effect to any conflict of law principles, except as may be otherwise provided in supplemental terms applicable to your region.

Claims of Copyright Infringement. Claims of copyright infringement should be sent to OpenTug's designated agent. Please visit OpenTug's web page at opentug.com for the designated address and additional information.

Notice. OpenTug may give notice by means of a general notice on the Services, electronic mail to your email address in your Account, or by written communication sent by first class mail or pre-paid post to your address in your Account. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email). You may give notice to OpenTug, with such notice deemed given when received by OpenTug, at any time by first class mail or pre-paid post to OpenTug, Inc., Attn: Legal Department, 1920 Blenheim Dr. E, Seattle, WA 98112.

General. You may not assign these Terms without OpenTug's prior written approval. OpenTug may assign these Terms without your consent to: (i) a subsidiary or affiliate; (ii) an acquirer of OpenTug's equity, business or assets; or (iii) a successor by merger. Any purported assignment in violation of this section shall be void. No joint venture, partnership, employment, or agency relationship exists between you, OpenTug or any third party as a result of these Terms or use of the Services. If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law. OpenTug's failure to enforce any right or provision

in these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by OpenTug in writing.