



Shipper Terms of Service

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Please read these Terms of Service ("Terms," "Terms of Service", or "Agreement") carefully before using the Platform found at www.krsor.com or the mobile application obtained from either the iTunes or Android app stores (collectively referred to as the "Platform") operated by Krsor LLC, a Limited Liability Company formed in North Carolina, United States ("us," "we," "our") as this Terms of Service contains important information regarding limitations of our liability. Your access to and use of this Platform is conditional upon your acceptance of and compliance with these Terms. These Terms apply to everyone, including but not limited to visitors, users and others, who wish to access and use the Platform.

By accessing or using the Platform, you agree to be bound by these Terms. If you disagree with any part of the Terms, then you do not have the permission of Krsor, LLC to access or use the Platform.

Services

The facilitation of the transportation of approved items (subject to the approval of the Cursor) from one destination to another by the Cursor, which is defined as the party physically retrieving, transporting, and delivering the item (heretofore "Cursor") as directed by the Shipper, defined as the party requesting and directing the delivery of item(s) (heretofore "Shipper") shall consist of the service to be offered (hereinafter the "Service" or "Services"). Krsor, LLC reserves the right to reject the transportation of shipments subject to its sole discretion.

The Service is only to be utilized to transport items that are legal to be transported via interstate commerce. Krsor, LLC is not liable to the Cursor or Shipper to verify the legality of the transportation of specific items.

Shipper shall comply with all applicable laws, regulations, and ordinances. Shipper shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement. Shipper shall comply with all export and import laws of all states involved in the transportation of items under this Agreement. Shipper assumes all responsibility for transportations of items requiring any government approvals. Krsor, LLC may terminate this Agreement if any governmental authority imposes countervailing duties or any other duties or penalties on the transportation.

If Krsor, LLC or the Cursor's performance of its obligations under this Agreement are prevented or delayed by any act or omission of Shipper or its agents, subcontractors, consultants, or



employees, neither Krsor, LLC nor the transporter shall be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Shipper, in each case, to the extent arising directly or indirectly from such prevention or delay.

Our Offers and Pricing

We offer services on this Platform. The price of these services is customized based on Shipper needs, which means that we will provide you with a quote after we determine your needs. This price includes all applicable taxes and other fees.

Purchases

When making a Purchase (hereinafter defined as any request for the use of services for which value is exchanged) on the Platform, Shipper may use the following third party payment processors: Apple Pay, PayPal, and Stripe. We are not responsible for the collection, use, sharing or security of your billing information by these third party payment processors.

You hereby represent and warrant that you have the legal right to use the payment method(s) in connection with any Purchase and that the information that you supply to us and to the third party payment processor(s) is true, correct and complete.

Cancellation Policy

We offer cancellations on Purchases made of the services offered on our Platform. We offer cancellations only prior to the beginning of performance of the service. You may cancel your order by contacting us or via the Platform. You will not be charged a cancellation fee if you cancel your Purchase prior to performance having begun on your Purchase in accordance with the instructions above. We will issue you a refund of the full Purchase price that you paid if you cancel your Purchase.

We reserve the right to cancel your Purchase for any reason, at our sole discretion, including but not limited to fraud, inaccuracies, and unavailability of the items or services Purchased. We will let you know immediately if we plan on canceling your Purchase.

We will not be able to issue you a refund of the Purchase price that you paid if we cancel your Purchase.

Refund policy



Shipper may receive a refund on Purchases up to and until performance has begun on your Purchase. Performance is considered to have begun when Shipper accepts a match with a Cursor.

Advance Payments

Payment will be provided by the Shipper at the time a shipment is submitted on the Platform. Payment is accepted by Krsor, LLC at the time Shipper accepts a match with Cursor.

No Warranty on Platform

The Krsor platform is provided “as is,” no warranty, express or implied (including any implied warranty of merchantability, of satisfactory quality or fitness for a particular purpose or use) shall apply to this platform, whether arising by law, course of dealing, course of performance, usage of trade or otherwise.

No Warranty on Purchases

The services displayed or sold on this Platform are provided “as is,” no warranty, express or implied (including any implied warranty of merchantability, of satisfactory quality or fitness for a particular purpose or use) shall apply to any services displayed or sold on this platform, whether arising by law, course of dealing, course of performance, usage of trade or otherwise.

Remedies

You agree that the remedy for breach of this Terms of Service as it relates to your Purchase shall be to reject the goods, services or digital products. You also agree that the remedy for breach of this Terms of Service as it relates to your Purchase shall be to pursue dispute resolution as provided in the “governing law, severability, dispute resolution, venue and class action waiver” section below. These remedies intended to be your sole and exclusive remedies for any breach of this Terms of Service as it relates to your Purchase.

Accounts

When you create an account on our Platform, you guarantee that you are 18 years of age or older and that the information that you provide us is accurate, complete, and current at all times.



Inaccurate, incomplete, or obsolete information may result in the immediate termination of your account on the Platform.

You are responsible for maintaining the confidentiality of your account and password, including but not limited to the restriction of access to your computer and/or account. You agree to accept responsibility for any and all activities or actions that occur under your account and/or password, whether your password is with our Platform or a third party service. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

We reserve the right to terminate your account anytime at our sole discretion. You can terminate your account by contacting us or through your account on the Platform.

Comments and Uploading Content

By submitting a commenting, communicating, or uploading content utilizing the Platform, you grant Krsor LLC a worldwide, non-exclusive, perpetual, royalty-free license to reproduce, review, publish and distribute the comment or content. When you make a comment or upload any content onto this Platform, you agree that such comment or content may be viewed by other parties and it is your responsibility to ensure that the comment or content does not contain any confidential or proprietary information. You are also responsible for ensuring that your content or comment does not violate any laws, rules or regulations. We reserve the right to remove any content or comment at any time at our sole discretion.

The following is a non-exhaustive list of types of content or comments that you are prohibited from posting on our Platform:

- Content that harasses others;
- Content that is discriminatory or offensive;
- Swearing, name calling and otherwise abusive content;
- Pornographic and sexually explicit content;
- Content displaying, depicting or suggesting violence;
- Content that exploits or abuses children;
- Content encouraging or committing illegal acts;
- Content sharing personal information without consent;
- Content infringing on someone's rights, including intellectual property rights;
- Content advertising products or services without our permission;
- Content whose purpose is spamming others.

Prohibited Uses

You agree that you will use this Platform in accordance with all applicable laws, rules, regulations and these Terms at all times. The following is a non-exhaustive list of prohibited uses of this Platform. You agree that you will not perform any of the following prohibited uses:



1. Impersonating or attempting to impersonate Krsor LLC or its employees, representatives, subsidiaries or divisions;
2. Misrepresenting your identity or affiliation with any person or entity;
3. Sending or attempting to send any advertising or promotional material, including but not limited to spam, junk mail, chain mail or any similar material;
4. Engaging in any conduct that restricts or inhibits any person's use or enjoyment of the Platform, or which, as determined in our sole discretion, may harm us or the users of this Platform or expose us or other users to liability;
5. Using the Platform in any manner that could disable, overburden, damage or impair the Platform or interfere with another party's use of the Platform;
6. Using any robot, spider or other similar automatic technology, process or means to access or use the Platform for any purpose, including monitoring or copying any of the material on this Platform;
7. Using any manual process or means to monitor or copy any of the material on this Platform or for any other unauthorized purpose;
8. Using any device, software, means or routine that interferes with the proper working of the Platform, including but not limited to viruses, trojan horses, worms, logic bombs or other such materials;
9. Attempting to gain unauthorized access to, interfering with, damaging or disrupting any parts of the Platform, the server(s) on which the Platform is stored, or any server, computer or database connected to the Platform;
10. Attempting to attack or attacking the Platform via a denial-of-service attack or a distributed denial-of-service attack;
11. Otherwise attempting to interfere with the proper working of the Platform;
12. Using the Platform in any way that violates any applicable federal, state or local laws, rules or regulations.

Availability, Errors and Inaccuracies

We assume no liability for the availability, errors or inaccuracies of the information, products or services provided on this Platform. We may experience delays in updating information on this Platform and in our advertising on other Platforms. The information, products and services found on the Platform may contain errors or inaccuracies or may not be complete or current. Products or services may be incorrectly priced or unavailable. We expressly reserve the right to correct any pricing errors on our Platform. The inclusion or offering of any product or service on this Platform does not constitute an endorsement or recommendation of such product or service by us.

The relationship between the parties (the Purchaser, the transporter, and Krsor, LLC) is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the



other party in any manner whatsoever. Neither party has any expectation of any other party being able to bind another party in contract.

Damages and Limitation of Liability

In no event shall Krsor LLC be liable for any direct, indirect, punitive, incidental, special or consequential damages arising out of, relating to or in any way connected with your access to, display of or use of this platform or with the delay or inability to access, display or use this platform, including but not limited to your reliance upon opinions or information appearing on this platform; any computer viruses, information, software, linked platforms operated by third parties, products or services obtained through this platform, whether based on a theory of negligence, contract, tort, strict liability, consumer protection statutes or otherwise, even if Krsor LLC has been advised of the possibility of such damages. If, despite the limitation above, Krsor LLC is found liable for any loss or damage which arises out of or in any way connected with any of the occurrences described above, then the liability of Krsor LLC will in no event exceed the service fees you paid to Krsor LLC in connection with such transaction(s) on this platform. The limitation of liability reflects the allocation of risk between the parties. The limitations specified in this section will survive and apply even if any limited remedy specified in these terms of use is found to have failed of its essential purpose. The limitations of liability provided in these terms of use inure to the benefit of Krsor LLC. The aggregate liability of Krsor LLC arising out of or relating to this platform, whether arising out of or related to breach of contract, tort (including negligence) or otherwise shall be limited to the amount of fees actually received by Krsor LLC from you.

Intellectual Property and DMCA Notice and Procedure for Intellectual Property Infringement Claims

All contents on this Platform are ©2022 - 2023 Krsor LLC or third parties. All rights reserved. Unless specified otherwise, this Platform and all content and other materials on this Platform including but not limited to all logos, designs, text, graphics, pictures, information, data, software, sound files and arrangement thereof (collectively, "Content") are the proprietary property of Krsor LLC and are either registered trademarks, trademarks or otherwise protected intellectual property of Krsor LLC or third parties in the United States and/or other countries.

If you are aware of a potential infringement of our intellectual property, please contact Joseph Driscoll at joe@krsor.com.

We respect the intellectual property rights of others. It is our policy to respond to any claim that Content posted on the Platform infringes on the copyright, trademark or other intellectual property rights of any person or entity.



If you believe in good faith that the Content infringes on your intellectual property rights, you or your agent may send us a written notice of such infringement titled “Infringement of Intellectual Property Rights - DMCA.” Your notice to us must include the following information:

1. An electronic or physical signature of the person authorized to act on behalf of the owner of the intellectual property right’s interest;
2. A description of the work that you claim has been infringed, including the URL (i.e., web page address) of the location where the work exists or a copy of the work;
3. Your name, email, address and telephone number; and
4. A statement by you that you have a good faith belief that the disputed use is not authorized by the owner of the work, its agent or the law.

Please note that we will not process your complaint if it is not properly filled out or is incomplete. You may be held accountable for damages, including but not limited to costs and attorneys’ fees for any misrepresentation or bad faith claims regarding the infringement of your intellectual property rights by the Content on this Platform.

You may submit your claim to us by contacting us at:

Krsor LLC
Joseph Driscoll
joe@krsor.com
9194108785
4030 Wake Forest Road Ste 349 Raleigh, NC 27609
UNITED STATES

Governing Law, Severability, Dispute Resolution and Venue

These Terms shall be governed and construed in accordance with the laws of the state of North Carolina, United States, without regard to its conflict of laws provisions. THESE TERMS SHALL NOT BE GOVERNED BY THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE SALE OF INTERNATIONAL GOODS, THE UNIFORM COMMERCIAL CODE, NOR INCOTERMS.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of that right or provision. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between you and us regarding our Platform, and supersede and replace any prior agreements we might have had with you regarding the Platform.

Any controversy or claim arising out of or relating to these Terms including but not limited to the interpretation or breach thereof shall be resolved in a court of competent jurisdiction in Moore County, North Carolina.



YOU AND KRSOR LLC AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION.

Any unresolved controversy or claim arising out of or relating to this Agreement, except as (i) otherwise provided in this Agreement, or (ii) any such controversies or claims arising out of either party's intellectual property rights for which a provisional remedy or equitable relief is sought, shall be submitted to arbitration by one arbitrator mutually agreed upon by the parties, and if no agreement can be reached within thirty (30) days after names of potential arbitrators have been proposed by the American Arbitration Association (the "AAA"), then by one arbitrator having reasonable experience in corporate finance transactions of the type provided for in this Agreement and who is chosen by the AAA. Each party will bear their own responsibility for fees incurred as a result of arbitration.

Force Majeure

No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Buyer to make payments to Seller hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") control, including, without limitation, the following force majeure events ("Force Majeure Event(s)": (a) acts of God; (b) flood, fire, earthquake, pandemic or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; and (f) national or regional emergency; (g) telecommunication breakdowns, power outages or shortages, gas shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (h) other events beyond the control of the Impacted Party. The Impacted Party shall give notice within seven (7) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of thirty (30) consecutive days following written notice given by it under this Section, either party may thereafter terminate this Agreement upon written notice.

Changes to Terms of Service



We reserve the right to make changes to these Terms of Service at any time. We will notify you immediately of making any changes to these Terms of Service by posting the updated terms of service to this Platform and via an email campaign.

Questions

If you have any questions about our Terms of Service, please contact us at info@krsor.com.