SHIP4WD TERMS AND CONDITIONS – PLATFORM AND WEBSITE

Last Updated: July 14 2025

These Ship4WD Terms and Conditions – Platform and Website (the "**Terms and Conditions**", together with the Ship4WD Terms and Conditions – Ship4WD Services (as applicable) and those additional applicable terms referenced herein and therein, collectively, the "**Agreement**") form a legally binding and enforceable agreement between Marine Shipp Fast Ltd., its subsidiaries and affiliates (collectively, "**Ship4WD**", "**us**" or "**we**") and (i) any individual browsing our website, available here: https://ship4wd.com/ (the "**Website**"); and/or (ii) the legal entity and any individual registering to use our Platform (as defined below) on behalf of such legal entity (collectively, "**User**", "**you**" or "**your**"). You and Ship4WD shall each be referred to herein as a "**party**" and collectively as the "**parties**".

ACCEPTANCE OF THE AGREEMENT: BY OPENING AN ACCOUNT OR ACCESSING, BROWSING OR OTHERWISE USING OUR WEBSITE OR THE PLATFORM, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. IF YOU ARE ENTERING INTO THESE TERMS AND CONDITIONS ON BEHALF OF A LEGAL ENTITY, YOU HEREBY REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS, YOU MUST EXIT THE WEBSITE IMMEDIATELY AND DISCONTINUE ANY USE OF THE WEBSITE OR THE PLATFORM.

THESE TERMS AND CONDITIONS CONTAIN AN ARBITRATION AGREEMENT THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES RATHER THAN A JURY OR ANY OTHER COURT PROCEEDINGS, OR CLASS ACTIONS OF ANY KIND. THE ARBITRATION AGREEMENT IS SET FORTH IN SECTION 17 BELOW. IT IS YOUR RESPONSIBILITY TO CAREFULLY REVIEW THESE TERMS AND CONDITIONS BEFORE ACCESSING OUR WEBSITE AND/OR PLATFORM.

1. AMENDMENTS TO THE WEBSITE, THE PLATFORM AND THESE TERMS AND CONDITIONS

Ship4WD reserves the right, at any time in our sole discretion, to: (i) modify, suspend or discontinue the Website or Platform, with or without notice; (ii) charge fees in connection with use of the Website or Platform; (iii) modify and/or waive any fees charged in connection with use of the Website or Platform; and/or (iv) offer opportunities to some or all users of the Website or Platform. You agree that Ship4WD shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Website or Platform. Further, Ship4WD may change the provisions of these Terms and Conditions at any time by posting a new version of these Terms and Conditions on the Website. Such changes will be effective immediately upon the posting of the revised Terms and Conditions. You can determine when these Terms and Conditions were last revised by referring to the "Last Updated" heading above. Ship4WD will notify you of any material changes to these Terms and Conditions reasonably in advance of such changes taking effect. Your continued use of the Website, the Platform, or any Ship4WD Services after any change to these Terms and Conditions becomes effective constitutes your acceptance of the amended Terms and Conditions.

2. THE DIGITAL SERVICES

2.1. The Website: Our Website provides information and resources about our business and the services we offer. In addition, the Website provides you with additional information and services including, but not limited to, means of communication for you to contact us for support or other inquiries, answers to frequently asked questions, and other resources.

2.2. The Platform: The Ship4WD online portal ("**Platform**") allows Users to (i) use the Transport Services and Sourcing Services (each as defined below), including to source goods, receive quotes, book transport shipments, and manage shipments through the Platform, including with respect to digital customs brokerage, customs clearances, digital cargo insurance, cargo inspection services at origin, shipment tracking while in transit, documentation, etc., and (ii) otherwise access additional features as may be available through the Platform from time to time.

2.3. Transport and Sourcing Services: Ship4WD offers certain Transport Services and Sourcing Services, each as defined in the terms and conditions governing the use of the Transport Services and Sourcing Services available here. The Ship4Wd Terms and Conditions – Ship4WD Services apply to and form part of the Agreement for Users who purchase Transport Services and/or Sourcing Services through the Platform or otherwise from Ship4WD. The Sourcing Services and Transport Services are referred to collectively herein as the "**Ship4WD Services**."

3. AGE RESTRICTION; GEOGRAPHIC LIMITATIONS

3.1. Use of the Website, the Platform and the Ship4WD Services is only available to individuals who are at least 18 years old or, if supervised by an adult or guardian, at least 16 years old. If you are not (i) at least 16 years old and supervised by an adult or guardian, or (ii) at least 18 years old, you are not authorized to use the Website, the Platform or the Ship4WD Services.

3.2. In choosing to access the Website or the Platform, you are responsible for complying with all laws, rules and regulations applicable to the Website or Platform in the jurisdiction where you access it. We may limit the availability of the Website or the Platform, in whole or in part, to any person, geographic area or jurisdiction we choose, at any time and in our sole discretion.

4. REPRESENTATIONS AND WARRANTIES

4.1. Each party represents and warrants that: (i) it has the authority to enter into and be bound by these Terms and Conditions; and (ii) the execution and performance of these Terms and Conditions will comply with all applicable laws, rules, and regulations, and does not conflict with any contractual obligations it has to any third party or any other legal requirement.

4.2. Ship4WD will use reasonable efforts to ensure the availability of the Platform, except during scheduled maintenance windows which will be pre-announced on the Platform or by email. The Platform is deemed available as long as you are able to log in to your Account and access the Platform. However, we are under no obligation to provide you with a certain result, nor do we warrant availability of the Portal for any certain period of time, or point in time.

4.3. Ship4WD will make reasonable efforts to provide you with technical support to facilitate the use of the Platform, your Account, and the Ship4WD Services. However, we are under no obligation to provide you with a certain result or to reach certain service levels, unless explicitly indicated otherwise.

4.4. EXCEPT AS SET FORTH HEREIN, THE WEBSITE AND THE PLATFORM ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS AND YOUR USE OF THE WEBSITE AND THE PLATFORM IS AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, AND EXCEPT AS EXPRESSLY PROVIDED UNDER THE AGREEMENT, SHIP4WD DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. TO THE FULLEST EXTENT PERMITTED BY LAW, AND EXCEPT AS EXPRESSLY PROVIDED UNDER THE AGREEMENT, SHIP4WD MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE ACCURACY, COMPLETENESS, SECURITY OR TIMELINESS OF THE WEBSITE OR THE PLATFORM, NOR DOES SHIP4WD MAKE ANY REPRESENTATIONS OR WARRANTIES THAT THE WEBSITE OR THE PLATFORM WILL MEET YOUR REQUIREMENTS OR BE UNINTERRUPTED OR ERROR-FREE.

4.5. TO THE FULLEST EXTENT PERMITTED BY LAW, SHIP4WD DISCLAIMS ALL LIABILITIES FOR ANY INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS AND DAMAGES RESULTING FROM (I) LOSS OF DATA OR (II) BUSINESS INTERRUPTION, IN EACH CASE ARISING OUT OF OR OTHERWISE IN CONNECTION WITH THESE TERMS AND CONDITIONS OR THE USE OF OR INABILITY TO USE THE WEBSITE OR THE PLATFORM, WHETHER BASED ON WARRANTY, CONTRACT, TORT, DELICT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT SHIP4WD WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SHIP4WD'S TOTAL AGGREGATE LIABILITY FOR ANY DAMAGES (DIRECT OR OTHERWISE) OR LOSS ARISING OUT OF OR OTHERWISE IN CONNECTION WITH THESE TERMS AND CONDITIONS OR THE USE OF OR INABILITY TO USE THE WEBSITE OR THE PLATFORM, REGARDLESS OF THE FORM OF ACTION OR CLAIM, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED 100 DOLLARS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE REMEDIES STATED IN THESE TERMS AND CONDITIONS ARE EXCLUSIVE AND ARE LIMITED TO THOSE EXPRESSLY PROVIDED FOR IN THESE TERMS AND CONDITIONS.

5. LICENSE AND INTELLECTUAL PROPERTY

5.1. Subject to your full compliance with the terms of the Agreement and all applicable laws, Ship4WD hereby grants Users a limited, non-exclusive, non-transferable, non-sublicensable, revocable right to access and use the Website and Platform for User’s authorized commercial activities.

5.2. All data, text, graphics, videos, user interfaces, databases, trademarks, trade names, logos, computer code, and other content contained in or presented via the Website or the Platform, the design, structure, selection, expression, and “look and feel” thereof, and all intellectual property rights in the foregoing (collectively, “**Content**”), is owned or licensed by Ship4WD and may be protected by United States and other international copyright, trademark and other intellectual property laws. Except as expressly provided in these Terms and Conditions, no part of the Content may be copied, reproduced, republished, uploaded, transmitted or distributed in any way to any other computer, server, website or other medium for publication, distribution or other use without Ship4WD’s express prior written consent.

5.3. Except as explicitly provided herein, no license, right, title or interest in or to the Website, Platform or Content shall be granted to you, and we or our partners reserve any and all rights, title and

ownership in and to the Website, Platform and Content (collectively, "**Ship4WD Intellectual Property**"). You shall not use any Ship4WD Intellectual Property in any way except to the limited extent as may be expressly agreed in these Terms and Conditions or subject to Ship4WD's prior written consent.

6. RESTRICTIONS OF USE; SUSPENSION

6.1. You hereby represent and warrant that you will not, nor authorize or encourage any third party to: (i) use the Website or Platform in a manner which is non-compliant with the Agreement, unlawful, illegal, fraudulent, inappropriate, or unauthorized (including in a manner which would infringe upon the rights of any third party) or that otherwise results in fines, penalties, or liability to Ship4WD or others; (ii) circumvent, disable or otherwise interfere with security-related features of the Website or Platform or prevent others from using the Website or Platform, whether in an automated fashion or otherwise; (iii) copy, reproduce, distribute, publish, download, display, perform, post, transmit, modify, or create a derivative work of any Content, in whole or in part and in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, except as explicitly set forth in these Terms and Conditions; (iv) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Website or Platform or any other technology or equipment supporting the Ship4WD Services, in whole or in part; (v) modify, adapt, translate, remove, deface, obscure, or alter the Website or Platform, in whole or in part, including any copyright, trademark, and other proprietary rights notices provided as part of the Website or Platform; (vi) create a database by systematically downloading and storing all or any part of the Website or Platform; (vii) use, access or attempt to access the Website or Platform via any automated means (including robots, scrapers, etc.); (viii) frame or link to the Website, except as set forth in these Terms and Conditions; (ix) post incomplete, false, or misleading information, impersonate another person, or misrepresent your affiliation with a person or entity via the Website or Platform; or (x) disclose personal information about another person or harass, abuse, or post objectionable material via the Website or Platform.

6.2. You may share or post links to the Website provided you do so in a way that, as determined in our sole discretion, does not violate these Terms and Conditions, is fair and legal, and does not or is not likely to adversely affect our reputation. You must not, however, post or share links to the Website in such a way as to suggest any form of association, approval, or endorsement on our part without our consent. We reserve the right to withdraw permission for you to post links to the Website at any time and in our sole discretion.

6.3. Ship4WD reserves the right to terminate or suspend your access to all or part of the Website and/or Platform for any or no reason, including any violation of these Terms and Conditions.

7. THIRD-PARTY CONTENT

From time to time, Ship4WD may link to or otherwise make available content from third parties on the Website or Platform or otherwise in connection with the Ship4WD Services. The availability of such third-party content does not mean Ship4WD endorses, monitors or has any control over these third parties or their activities, which are subject to separate terms of use and privacy policies. You should carefully review any third-party sites, terms of use and privacy policies. Ship4WD is not responsible, nor will Ship4WD have any liability to you, for the content, policies, or activities of third parties, and you interact with third parties at your own risk.

8. FEEDBACK

We appreciate hearing from our customers and welcome your comments regarding the Website, the Platform, or the Ship4WD Services. Please be advised, however, that if you send us any ideas, suggestions, recommendations, comments, or the like ("**Feedback**"), you hereby assign to us all right, title and interest in and to such Feedback. We will not be subject to any obligation of confidentiality with respect to such Feedback and will not be liable for any use or disclosure thereof. We are entitled to unrestricted use of such Feedback for any purpose whatsoever, commercial or otherwise, without compensation or attribution to you or any other person, though we are not obligated to use such Feedback.

9. REVIEWS

9.1. From time to time, Ship4WD may allow you to post reviews, comments, photos, or similar materials on the Website or Platform or otherwise via the Ship4WD Services (collectively, "**Reviews**"). By posting a Review, you hereby grant Ship4WD an unrestricted, assignable, sublicensable, perpetual, royalty-free, fully paid up, worldwide license to reproduce, distribute, publicly display, transmit, publish, publicly perform, create derivative works from, and otherwise use and exploit (collectively, "**Use**") all Reviews you post, for any purpose, including promoting and marketing Ship4WD and its products. You further grant Ship4WD a royalty-free license to use the name, image, and likeness of any person identifiable in any Review you post. By posting a Review, you waive any and all rights of publicity, privacy or any other rights of a similar nature, in addition to any moral rights you may have in your Review. You also hereby grant all other users of the Website, the Platform and/or the Ship4WD Services an unrestricted, perpetual, royalty-free, fully paid up license to access and view your Review as permitted by the functionality of the Website, the Platform and/or the Ship4WD Services. You further represent, warrant, and covenant that: (i) you either are the sole and exclusive owner of Reviews that you post, or you have all rights, licenses, consents, and releases that are necessary to grant to Ship4WD and other users the rights in your Reviews as contemplated under these Terms and Conditions; and (ii) the Reviews you post do not (a) infringe, misappropriate, or violate the rights of any party or entity, including a third party's patent, copyright, trademark, trade secret, moral rights, rights of publicity, rights of privacy or other intellectual property or proprietary rights; (b) constitute or result in defamation, libel, slander, or the violation of any applicable law or regulation (including, without limitation, restrictions on obscenity, child pornography, wiretap laws, or other similar restrictions on nonconsensual recording, or otherwise); or (c) require Ship4WD to obtain any licenses from or make any payments in any amounts to any third party throughout the world.

9.2. You agree not to submit Reviews that: (i) are or could be interpreted to be infringing, defamatory, libelous, inaccurate, unlawful, harmful, threatening, abusive, harassing, vulgar, offensive, obscene, pornographic, objectionable, hateful, or promote discrimination, bigotry, racism, or hatred, as determined by Ship4WD in its sole discretion, or (ii) introduce viruses, worms, trojan horses, or other potentially harmful or malicious code.

9.3. Ship4WD has no obligation to monitor the Website or the Platform or any portion of either of the foregoing. However, we reserve the right to monitor Reviews and remove, delete, redact or otherwise modify such Reviews, in our sole discretion, at any time and from time to time, without notice or further obligation to you. Ship4WD has no obligation to display or post any Reviews. Ship4WD, subject to our Privacy Policy, reserves the right to disclose, at any time and from time to time, any Reviews or other

posted content or information as we deem necessary or appropriate, including, without limitation, to satisfy any applicable law, regulation, contractual or legal obligation, or governmental request.

10. REGISTRATION AND CREATING AND ACCOUNT

10.1. In order to access and use the Ship4WD Services, User is required to create an account ("**Account**"). During the Account registration process, you will be required to provide certain information. You shall ensure that all information provided during the Account registration process or otherwise through the Account is complete, correct and accurate. We reserve the right to suspend or terminate your Account if any information provided during the registration process or thereafter proves to be inaccurate, not current or incomplete, and you will be solely responsible for any damage or consequence that may arise from the use of false or incorrect or incomplete information in connection with an Account. Ship4WD shall process the information provided by the User or Authorized Personnel (as defined below), or uploaded to the Account, subject to the Privacy Policy.

10.2. User shall provide the credentials assigned to its Account only to those personnel authorized by it to access to and use the Ship4WD Services ("**Authorized Personnel**"), and shall otherwise keep its credentials in secret and protect them against access by unauthorized third parties. Authorized Personnel shall be bound by the terms and conditions of the Agreement. You shall notify Ship4WD immediately of any unauthorized use of User's Account or credentials, or any other security breach. You agree that you are solely responsible for any activities or actions that occur under your Account, whether you authorized them or not. We reserve the right to deny or approve any Account registration form submitted to us in our sole discretion, and to terminate or suspend any Account if we have reasons to believe that you have infringed the Agreement or any other applicable law or regulation.

11. PAYMENTS

11.1. Payments for the Ship4WD Services are governed by the Ship4WD Terms and Conditions – Ship4WD Services available here.

12. TERMINATION

12.1. You may terminate the Agreement at any time by ceasing access to and use of the Website and/or the Platform (as applicable) and sending written notice of your request for termination at: Cs.operations@ship4wd.com. Such termination shall be effective as of the date that we receive such notice from you.

12.2. Upon termination of the Agreement, the following shall apply: (i) any licenses granted to you under the Agreement shall cease immediately and you will be suspended from your Account, the Platform and the Website; (ii) you shall immediately return or destroy, at Ship4WD's discretion, any Confidential Information (defined below) in your possession; (iii) any provisions of the Agreement that by their nature are intended to survive termination shall continue to remain in effect, including provisions with respect to representations and warranties (including disclaimers thereof), limitation of liability, confidentiality, indemnity, and arbitration (as and to the extent applicable); and (iv) you shall remain liable for all outstanding amounts due under the Agreement.

13. CONFIDENTIALITY

Each party (as the "**Receiving Party**") shall (i) protect Confidential Information of the other party (as the "**Disclosing Party**") in the same manner that the Receiving Party protects its own information of a similar nature, but in no event with less than reasonable care; (ii) not disclose Confidential Information of the Disclosing Party other than on a need-to-know basis, provided that any person to whom any such Confidential Information is disclosed is bound by written confidentiality obligations at least as protective as are those obligations set forth in this section; and (iii) not use Confidential Information of the Disclosing Party other than as necessary to perform the Receiving Party's obligations or exercise its rights under the Agreement. As used herein, "**Confidential Information**" means any and all information, in whatever form, whether written, electronically stored, orally transmitted or memorialized, concerning the Disclosing Party or its affiliates that is disclosed or otherwise provided by or on behalf of the Disclosing Party to the Receiving Party that is not known generally to the public or in the industry.

14. DATA

All data and information we collect when you register for an Account or otherwise access or use the Website, Platform or Ship4WD Services is subject to the Privacy Policy available here. By registering for an Account or otherwise accessing or using the Website, Platform or Ship4WD Services, you consent to the terms and conditions of the Privacy Policy and all actions taken by us in accordance with it.

15. INDEMNIFICATION

User shall defend, indemnify, and hold harmless Ship4WD, its affiliates and licensors, and each of its and their respective employees, officers, directors, and representatives (the "**Ship4WD Indemnitees**") from and against any costs, fees, losses, fines, penalties, expenses, damages, liabilities, claims, actions, and demands (including reasonable attorneys' fees) (collectively, "**Claims**") arising out of or relating to any third-party claim concerning: (i) your use of the Website or Platform; (ii) your use of or reliance on any Content (including any third-party content); (iii) your violation of the Agreement or any applicable laws; (iv) your actual or alleged violation, misappropriation or infringement of any third-party intellectual property, privacy or other rights; or (v) your negligence, willful misconduct or fraud. Ship4WD will have the right (but not the obligation) to participate, with counsel of its choice, in the defense of any Claim subject to indemnification under this provision, and User will not enter into any settlement that admits any fault or wrongdoing of any Ship4WD Indemnitee without Ship4WD's prior written consent.

16. COPYRIGHTS

The Digital Millennium Copyright Act of 1998 (the "**DMCA**") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials posted or otherwise available via the Website, Platform or Ship4WD Services infringe your copyright, you (or your agent) may send Ship4WD a "Notification of Claimed Infringement" requesting that the material be removed, or access to it blocked. The notice must include the following information:

- A physical or electronic signature of a person authorized to act on behalf of the owner of the works that have been allegedly infringed;

- Identification of the copyrighted work alleged to have been infringed (or if multiple copyrighted works are covered by a single notification, a representative list of such works);
- Identification of the specific material alleged to be infringing or the subject of infringing activity, and information reasonably sufficient to allow Ship4WD to locate the material;
- Your name, address, telephone number, and email address (if available);
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notice is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send Ship4WD a counter-notice.

Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA; see http://www.loc.gov/copyright/ for details. Notices and counter-notices with respect to the Ship4WD Services should be sent to Cs.operations@ship4wd.com or:

DMCA Designated Agent
Marine Shipp Fast Ltd.
Arik Eisteinn Street 3 Israel

Consult your legal advisor and see 17 U.S.C. § 512 before filing a notice or counter-notice as there are penalties for false claims under the DMCA.

17. GOVERNING LAW AND JURISDICTION

17.1. Governing Law. This Agreement, as well as any claims arising out of or relating to the Agreement or the Ship4WD Services, shall be governed exclusively by the laws of the State of New York without regard to conflicts of law provisions thereof.

17.2. Arbitration Agreement. You and Ship4WD agree to submit any disputes arising under or relating to the Agreement or your use of the Ship4WD Services to binding, individual arbitration to be conducted by the International Centre for Dispute Resolution ("**ICDR**") under its International Dispute Resolution Procedures then in effect ("**ICDR Rules**"). If the value of the claims and counterclaims asserted is less than $20,000,000, the dispute shall be heard by a sole arbitrator selected by agreement of the parties or, absent such agreement, according to the ICDR Rules. If the value of the claims and counterclaims asserted is $20,000,000 or greater, each party shall appoint one arbitrator and the third arbitrator shall be selected by agreement of the two arbitrators appointed by the parties, in consultation with the party that selected them, or, absent such agreement, according to the ICDR Rules.

The juridical seat of arbitration shall be New York City, New York, USA. The language of the arbitration shall be English. If there is a conflict between the ICDR Rules and the terms of the Agreement, the terms of the Agreement will govern.

YOU MUST FILE ANY CLAIM WITHIN ONE (1) YEAR AFTER SUCH CLAIM AROSE OR IT IS FOREVER BARRED.

Notwithstanding the foregoing, to the extent that you have in any manner violated or threatened to violate our intellectual property rights, Ship4WD may seek injunctive or other appropriate relief in any state or federal court in New York County, New York, or any other court of competent jurisdiction. In addition, either party may seek preliminary or interim relief in aid of arbitration from any state or federal court in New York County, New York, or any other court of competent jurisdiction.

This arbitration agreement is governed by the Federal Arbitration Act and not by any state or other law concerning arbitration. Judgment on the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction. Any provision of applicable law notwithstanding, the arbitrator(s) will not have authority to award damages, remedies, or awards that conflict with the Agreement. The arbitrator(s) shall award the prevailing party its costs of arbitration, including reasonable attorneys' fees.

Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

18. MISCELLANEOUS

18.1. This Agreement set forth the entire agreement between the parties regarding the subject matter hereof and supersedes all other agreements or understandings between the parties regarding such matters. Any rights not expressly granted herein are reserved.

18.2. Ship4WD is not an agent for the User and shall remain at all times an independent contractor. The User does not exercise or retain any control or supervision over Ship4WD, its operations, employees, or carriers.

18.3. You may not assign or transfer this Agreement, in whole or in part, without the prior written consent of Ship4WD. Ship4WD may assign or transfer this Agreement, in whole or in part, without consent.

18.4. If any provision of the Agreement is found to be invalid by any court having competent jurisdiction, such provision will be severed herefrom and the invalidity of such provision shall not affect the validity of the remaining provisions of the Agreement, which shall remain in full force and effect. In the event of any conflict between these Terms and Conditions and the Ship4WD Terms and Conditions – Ship4WD Services, these Terms and Conditions shall control.

18.5. Failure of either party to insist upon performance of any of the terms, conditions or provisions of this Agreement, or to exercise any right or privilege herein, or the waiver of any breach of any of the terms, conditions or provisions of this Agreement, shall not be construed as thereafter waiving any such terms, conditions, provisions, rights or privileges, but the same shall continue and remain in full force and effect as if no forbearance or waiver had occurred.

18.6. Any notices to Ship4WD shall be sent to: Cs.operations@ship4wd.com, and any notices to you shall be sent through your Account, or otherwise to the email address provided during registration.