

## ONLINE SERVICES AGREEMENT

XPO Logistics, Inc. and its affiliated corporations (“XPO”) welcome the person and the company registering for a XPO User ID and password (“you”) to our online menu of services, including our Customer and Carrier portals for Intermodal Services. By applying for the User ID and password and using our online services, you and the company you represent agree to the following terms and conditions regarding your access and use of our online services.

1. You hereby request that XPO provide you with an online ID and password.
2. You represent to XPO that you are over 18 years old and are an employee of, or are otherwise authorized by, the company identified in the form you completed to access and use our online services.
3. You agree to access and use our online services only in the course of performing your ordinary and customary duties on your company's behalf and to cease using our online services immediately when you leave your company or when your authorization is otherwise terminated. You will also comply with your company's and XPO practices and policies regarding such access and use.
4. You will notify XPO if any person to whom a User ID or password has been issued is no longer employed or engaged by the company or if there is reason to believe that the User ID or password has been improperly disclosed or otherwise compromised so that the password can be reset.
5. You agree to keep all User IDs, passwords, and information viewed on the web site in strict confidence and not to disclose such items to unauthorized persons. You agree not to provide your User ID or password to any other person except other employees or authorized representatives of your company but only if such sharing of IDs and passwords is permitted by your company's policies. You warrant that you will not, and you will cause any person with whom you share your User ID or password not to, in any way attempt to view rates, shipments, or other information of any other customer or carrier or in any other fashion except as permitted by the limited access granted. You are responsible for all activities under your User ID or password if you allow others to use them to access and use the online services.
6. You understand that your use of our website is subject to, and you agree to comply with, our website's [Terms of Use](#), including but not limited to terms regarding limitations of liability, your indemnification of XPO, user eligibility, restrictions on use, disclaimer of warranties, governing law, waiver of jury trial and venue. Our website's [Terms of Use](#) are hereby incorporated by reference and made a part of this Online Services Agreement.
7. You understand and agree that even if all reasonable steps to secure the confidentiality of your or XPO's confidential information are followed, there is still a risk that information communicated over the online services could be compromised. You expressly accept such risk and waive any claim or cause of action for losses or damages which in any way arises out of the unintentional disclosure of your confidential information.
8. You understand the following terms apply to rate quotes provided to customers, whether through the online tools or otherwise. In addition to linehaul rates, any applicable rates and charges set forth in the applicable published tariff or rules (including any successor publication), as revised from time to time by applicable XPO entity will apply. All transportation provided or arranged by a XPO company is provided subject to the provisions of its published tariff or rules. The current tariffs and rules for applicable XPO operations are set forth in the chart below and are available at the following links:

XPO Entity	Type of Services	Applicable Tariffs or Rules
Pacer Cartage, Inc.	Local motor carrier transportation	<a href="#">Pacer Cartage Rules Tariff</a>
Pacer Stacktrain, LLC	Intermodal service (usually ramp to ramp using Stacktrain containers and chassis for transportation intermediaries)	<a href="#">Rules and Procedures Section of Pacer Stacktrain Information Directory</a>
Pacer Transportation Services, Inc.	Intermodal transportation brokerage services	<a href="#">Intermodal Terms and Conditions</a>

9. You understand that bids and shipment tenders made through the Customer portal are actual requests for services. XPO and the underlying carriers will rely on the information entered through the online tools to provide the transportation services requested in an accepted bid or shipment tender. Cancellations and corrections of shipment bids and tenders may incur charges and are subject to the procedures in the applicable XPO tariff or rules. See the prior section for more information.
10. User activity may be monitored and recorded by system personnel. You consent to such monitoring and recording. You understand that if possible criminal activity is detected, records may be provided to law enforcement officials, resulting in criminal and/or civil prosecution.
11. You agree that in the event of any dispute concerning transactions processed or requested through the online services, XPO records of such transactions are prima facie proof of the transaction and that you will bear the burden of challenging the validity of the XPO records.
12. You acknowledge that XPO reserves the right to terminate any and all access to the website and associated online services granted to any person under this or any other request, which termination of access may occur at any time, with or without notice, and for any reason or for no reason, in the unfettered discretion of XPO.
13. You accept and agree to all of the foregoing provisions of this Online Services Agreement and to any other terms and conditions regarding access to or use of our online services which your company or XPO may impose at any time.
14. **IF YOU DO NOT AGREE TO BE BOUND BY THIS ONLINE SERVICES AGREEMENT, DO NOT REQUEST OR USE THE USER ID OR PASSWORD OR ACCESS OR USE THE XPO WEBSITE OR ITS ONLINE TOOLS AND SERVICES.**