

1. WEBSITE TERMS AND CONDITIONS

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These Website Terms and Conditions ("Website Terms") govern public access to and permitted use of <https://tardigradeexchange.com>, including its public webpages, portals, and applications (collectively, the "Platform"). TardigradeLogisticServices.com and TardigradeFreightExchange.com are legacy domains that may redirect to the corresponding location on <https://tardigradeexchange.com>; they do not identify different operators. The Platform is owned and operated by Tardigrade Transportation LLC dba Tardigrade Freight Exchange ("Tardigrade," "Company," or "Operator"). These Website Terms provide notice of the conditions applicable to public and interactive use, but silent browsing alone is not treated as affirmative acceptance of a contract.

1.0 Notice, Assent, and Contract Formation

A visitor becomes contractually bound to these Website Terms only after receiving reasonably conspicuous notice of the terms and unambiguously manifesting assent through an unchecked checkbox, an Agreement-labeled button, a sign-in or registration screen that clearly states the action signifies agreement, or another documented written or electronic acceptance. The notice must appear immediately adjacent to the action control and must include a clearly distinguishable link to the exact version of these Website Terms. A footer link, public availability of the terms, or continued browsing by itself is not contractual assent. A visitor who has not accepted these Website Terms may view generally available public content but may not submit material, use an interactive feature, create or access an account, request credit, post or accept a load, submit a bid, or request Managed Brokerage. Before permitting any such action, the Platform must obtain the applicable affirmative assent. Account, role, and shipment activities are also governed by the Registered User Agreement, applicable role or service addendum, E-Sign Consent, and transaction-specific documents presented during the applicable process. Acceptance controls. Registration must use an unchecked control immediately beside direct links to the Website Terms, Registered User Agreement, applicable role addendum, and E-Sign Consent, together with acknowledgment of the Privacy Policy and Privacy Notice at Collection. A public submission form must use an unchecked control immediately beside a direct link to these Website Terms and acknowledgment of the Privacy Notice at Collection.

For registration, the Platform must also present a separate unchecked acknowledgment immediately beside a direct link to Section 2.16 of the Registered User Agreement stating: "I have reviewed Section 2.16 and agree to the individual arbitration provision, class-action waiver, and jury-trial waiver."

Tardigrade must retain an auditable acceptance record containing the exact notice and button language displayed, each linked document and version, the acceptance date and time, the accepting person and identified business when applicable, the action completed, and available session, IP-address, and device information collected consistently with the Privacy Policy. A reproducible copy of the accepted terms must remain available.

1.1 Operator and broker status

"Tardigrade Freight Exchange" is a registered assumed name used by Tardigrade Transportation LLC for the technology marketplace. It is not a separate legal entity, motor carrier, freight forwarder, payment custodian, surety, insurer, or guarantor. Tardigrade Transportation LLC dba Tardigrade Logistics is a federally registered property broker under USDOT 4435901 and MC-1746082. Tardigrade acts as broker of record only when a shipper expressly selects and accepts Tardigrade Logistics' Managed Brokerage service. In an Exchange transaction awarded to an independent broker, that independent broker - not Tardigrade - remains broker of record.

Tardigrade is not a motor carrier and does not take possession, custody, or control of freight. Nothing on the Platform is a bill of lading, rate confirmation, contract of carriage, insurance policy, or guarantee of transportation unless a separate document expressly says otherwise.

1.2 Business-only service and eligibility

The Platform is intended solely for legitimate commercial users who are at least eighteen years old and have authority to bind the business they identify. It is not intended for personal household moves, individual consumers arranging household-goods transportation, or children.

1.3 Informational content

Public content is provided for general business information. Authority, insurance, safety, identity, credit, and performance data may be obtained from users, government sources, insurers, reporting agencies, or service providers and may be delayed, incomplete, or inaccurate. A displayed status or score is not legal, financial, insurance, safety, or credit advice and is not a guarantee.

1.4 Accounts and registered services

Browsing public pages does not by itself create a contract, transportation relationship, or brokerage relationship. Contractual assent arises only as described in Section 1.0. Registered use is governed by the Registered User Agreement and the applicable role or service addendum. If these Website Terms conflict with a signed rate confirmation or Managed Brokerage agreement for a particular shipment, the shipment-specific signed document controls for that shipment.

1.5 Permitted use

You may use the Platform only for lawful business purposes and in compliance with the Acceptable Use and Prohibited Freight Policy. You may not:

- misrepresent your identity, authority, insurance, equipment, ownership, location, cargo, pricing, or relationship to another party;
- scrape, copy, harvest, reverse engineer, probe, overload, bypass, or interfere with the Platform or its security;
- introduce malware, automated agents, fabricated documents, or fraudulent activity;
- use information obtained through the Platform to spam, harass, discriminate, stalk, or circumvent an introduced party;
- broker, re-broker, transport, or tender freight without all authority and approvals required by law and contract; or
- use Platform content, data, or user submissions to train an external artificial-intelligence model without written permission from Tardigrade and the affected owner.

1.6 Intellectual property

The Platform, its software, interface, text, graphics, compilation, trademarks, and other content are owned by Tardigrade or its licensors and protected by applicable law. Subject to these Website Terms, Tardigrade grants you a limited, revocable, nonexclusive, nontransferable right to access the Platform for its intended business purpose. No other right is granted. You retain ownership of material you submit. When an interactive feature presents the conspicuous assent notice required by Section 1.0 and you complete the identified affirmative acceptance action before submitting material, you grant Tardigrade a nonexclusive, worldwide, royalty-free license to host, copy, process, display, transmit, and create technical adaptations of that material only as reasonably necessary to operate, secure, improve, document, and provide the services, comply with law, and resolve disputes. You represent that you have the rights and permissions needed to submit the material. This Section does not create a contractual license from silent browsing or from a submission collected without the required assent; any processing in that circumstance must rest on another valid authorization or applicable law.

1.7 Third-party services and links

The Platform may depend on or link to third-party services. Those services are governed by their own terms. Tardigrade is not responsible for a third party's content, availability, security, or performance, but Tardigrade remains responsible for its own statements and legal duties.

1.8 Service changes and availability

The Platform may be changed, suspended, or discontinued for maintenance, security, legal, or business reasons. Tardigrade does not promise uninterrupted or error-free access. Material changes that affect registered users' rights will be handled under the Registered User Agreement.

1.9 Disclaimers

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PLATFORM AND PUBLIC CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE." TARDIGRADE DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. TARDIGRADE DOES NOT WARRANT THAT ANY USER, LOAD, BID, RATE, SCORE, DOCUMENT, INSURANCE CERTIFICATE, PAYMENT HISTORY, OR GOVERNMENT RECORD IS ACCURATE, CURRENT, LAWFUL, SAFE, CREDITWORTHY, OR SUITABLE. Nothing in these Website Terms excludes a warranty or duty that cannot lawfully be excluded.

1.10 Limitation of liability

This Section is a contractual allocation of risk and applies only to a person or business bound under Section 1.0 or another controlling agreement. To the maximum extent permitted by law, Tardigrade will not be liable under these Website Terms for indirect, incidental, special, exemplary, punitive, or consequential damages, or lost profit, revenue, data, goodwill, or business opportunity, arising from public or unauthorized use of the Platform. Tardigrade's aggregate liability arising solely under these Website Terms will not exceed one hundred dollars. This limitation does not apply to fraud, willful misconduct, gross negligence, breach of confidentiality, infringement or misappropriation, or liability that cannot lawfully be limited. Transaction-specific limits appear in the applicable user agreement, addendum, or signed shipment document.

1.11 Disputes and governing law

This Section is a contractual choice-of-law and forum provision and applies only to a person or business bound under Section 1.0 or another controlling agreement. It does not replace an arbitration or dispute-resolution provision in the Registered User Agreement, an applicable role addendum, a Managed Brokerage agreement, or a signed shipment document. For disputes governed by this Section, Texas law governs without regard to conflict-of-law rules, except where federal transportation law controls. Before filing suit, a party must give written notice describing the dispute and requested relief. Authorized representatives will negotiate in good faith for fifteen days. If unresolved, the parties will attempt mediation in Tarrant County, Texas with a mutually selected mediator. If mediation does not resolve the matter, exclusive venue lies in the state courts located in Tarrant County, Texas or the federal court serving Tarrant County, and each party consents to personal jurisdiction there. Either party may seek temporary or emergency injunctive relief without first completing negotiation or mediation when reasonably necessary to address fraud, data misuse, intellectual-property misuse, unauthorized brokerage, double brokering, security threats, or circumvention. Applicable filing periods are tolled while required pre-suit negotiation and mediation are pending. A prevailing party may recover reasonable attorneys' fees only when authorized by law or a signed agreement.

1.12 Changes

Tardigrade may update these Website Terms prospectively. The version and effective date will be posted, but posting an updated document or footer link alone does not establish acceptance by an unregistered visitor. A material revision becomes contractually binding only after the affected person receives conspicuous notice and affirmatively accepts the revised terms through the process described in Section 1.0. Registered users receive notice and reacceptance treatment described in the Registered User Agreement. A person who declines a required revision may stop using interactive or registered features after satisfying outstanding obligations.

1.13 Operator and Contact

Operator: Tardigrade Transportation LLC dba Tardigrade Freight Exchange | Platform: Tardigrade Freight Exchange
Address: 1001 Altamesa Blvd., #60007, Fort Worth, Texas 76115 Email:
Management@TardigradeLogisticServices.com | Business phone: 866-791-0397

Document: <https://tardigradeexchange.com/legal/website-terms>

Legal document hub: <https://tardigradeexchange.com/legal>