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We may update these Terms and Conditions at any time. Your continued use of the Site after any such modifications shall constitute your acceptance of these Terms and Conditions as modified.

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4. FEEDBACK, SUBMISSIONS

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IN NO EVENT SHALL FORAGER LOGISTICS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFIT OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO YOUR USE OF, OR INABILITY TO USE, THE SITE, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT OR BUSINESS INTERRUPTION, EVEN IF FORAGER LOGISTICS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, FORAGER LOGISTICS' LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO YOUR USE OF THIS SITE (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), SHALL IN NO EVENT EXCEED THE AMOUNTS PAID BY YOU TO US FOR USE OF THE SITE DURING THE SIX MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH WE PAY ANY SUCH CLAIM.

6. INDEMNITY

AS CONSIDERATION FOR ACCESS TO THE SITE, YOU SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS FORAGER LOGISTICS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LIABILITIES, FINES, JUDGMENTS, PENALTIES AND AMOUNTS (INCLUDING REASONABLE ATTORNEY FEES) ARISING FROM OR RELATED TO YOUR USE OF THE SITE OR BREACH OF THESE TERMS AND CONDITIONS.

7. INTERNATIONAL USE

Access to the Site from countries or territories where such access is illegal is prohibited. You are solely responsible for complying with all local laws, rules and regulations regarding online

conduct and website access. Our databases are located in the United States. By sending us your data, you consent to its transfer to and storage within the United States.

8. DISPUTE RESOLUTION

These Terms and Conditions shall be deemed to have been drawn in accordance with and will be governed by the laws of the United States and of Illinois, without regard to the choice-of-law rules of that or any other jurisdiction. In the event of any disagreement or dispute arising from or in connection with these Terms and Conditions, such disagreements or disputes shall be brought exclusively in the state court of proper jurisdiction in the state or federal courts serving Chicago, Illinois. The parties hereby agree to the exclusive jurisdiction such courts and waive any defenses to venue in or personal jurisdiction of such courts. Notwithstanding the foregoing, the parties may mutually agree in writing to submit any such disagreement or dispute to binding arbitration.

9. COMPLETE AGREEMENT

In the event of inconsistency or discrepancy between these Terms and Conditions and any other agreement you have entered into with Forager Logistics, the other agreement shall prevail and govern. To the extent you access the Site without having entered into a separate set of Terms and Conditions of Use, these Term and Conditions of Website Use shall constitute the entire agreement of the parties with reference to the subject matters herein.

10. SEVERABILITY, WAIVER

If, for any reason, a court of competent jurisdiction finds any provision in this Terms and Conditions to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of these Terms and Conditions and the remainder shall continue in full force and effect. The failure of Forager Logistics to exercise any right or privilege arising under these Terms and Conditions shall not be deemed a waiver of any of Forager Logistics' rights or privileges herein.

11. ACKNOWLEDGEMENT

BY ACCESSING OR USING THE SITE, OR ANY PORTION THEREOF, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO ABIDE BY THESE TERMS AND CONDITIONS.

12. COMPANY INFORMATION

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These Terms and Conditions of Website Use were last modified on, May 13th, 2019.

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