

Terms of Use

This Terms of Use ("Agreement") describe the terms and conditions on which Kalgi Logistics Group, Inc. located at 1754 Technology Drive, Suite 200, San Jose, CA 95110 ("Company," "we," "us" or "our") offers you access to service under the control of Company that link to or reference these Terms of Use (collectively, the "Services").

Before accessing and using the Services, please read this Agreement carefully.

Notwithstanding anything to the contrary herein, the terms of this Agreement and any Additional Terms (defined below) with respect to Services you receive shall be considered solely between you and the relevant Company entity providing the Service. No other entity, whether affiliated with the provider or part of the "Company" definition herein, shall have any responsibility or liability with respect to any matters arising from or relating to such Services.

The Services are meant for business use only. By agreeing to this Agreement you represent that you are accessing and using the Services as an employee, owner, director, officer, or contractor of a business.

BY ACCESSING AND USING THE SERVICES, YOU AFFIRM THAT:

- YOU HAVE READ AND UNDERSTAND THIS AGREEMENT;
- YOU WILL COMPLY WITH THIS AGREEMENT; AND
- YOU ARE AT LEAST THE AGE OF LEGAL MAJORITY IN YOUR PLACE OF RESIDENCE AND OTHERWISE LEGALLY COMPETENT TO ENTER INTO A LEGAL AGREEMENT

IMPORTANT NOTE

Please read carefully the sections titled "DISCLAIMER OF WARRANTIES," "LIMITATIONS OF LIABILITY" and "DISPUTE RESOLUTION." These provisions limit Company's liability to you and affect how disputes are resolved.

If you do not agree to any term of this Agreement, please do not use the Services.

CHANGES TO TERMS

The commencement of this Agreement is indicated at the header of this webpage. In the event of new features being added, we reserve the right to amend or augment this Agreement. Any significant revisions to this Agreement shall be communicated to you in advance. Retroactive revisions will only be made where it is legally mandated or required to protect the interests of other users of the Services. Your continued use of the Services following the Effective Date shall signify your acceptance of the amended Agreement. With effect from the Effective Date, the revised Agreement shall supersede all antecedent versions of this Agreement, along with any agreements, notifications, or statements concerning this Agreement.

ADDITIONAL TERMS

The Services offered may entail specific features that are subject to Additional Terms, which may be presented alongside such features or under any commercial contract for Services with the Company. The use of the relevant features of the Services shall be governed by such Additional Terms, and it is imperative that you agree to them before usage. All Additional Terms are incorporated into this Agreement, unless stated otherwise in the Additional Terms. Non-concurrence with the Additional Terms precludes you from utilizing the related Services. This Agreement and the Additional Terms hold equal applicability; however, in the event of any inconsistency between the provisions of this Agreement and the Additional Terms, the latter shall prevail for the relevant Services.

COMPANY CONTENT

The Company and its licensors maintain full and complete ownership of all materials and information, including but not limited to artwork, graphics, text, video and audio clips, trademarks, logos, and other content (collectively referred to as "Company Content") that are provided on, through, or submitted to the Services. The trademarks and logos used in the Services are owned by the Company or its affiliates and must not be used in connection with the products or services of others in any way that could cause confusion. All other trademarks appearing on the Services that are not owned by the Company are the property of their respective owners.

By agreeing to this Agreement (as well as any Additional Terms), you are allowed to download, print and/or copy Company Content for your personal use only.

Unless Company has provided you with written authorization, or the content is in the public domain, you are prohibited from doing the following:

- Incorporating any Company Content into any other work or using Company Content in any public or commercial manner;

- Copying, modifying, reproducing, adapting, reverse engineering, distributing, framing, republishing, uploading, displaying, posting, transmitting, transferring, licensing, or selling Company Content in any form or by any means;
- Altering any of the notices regarding copyright, trademarks, or other intellectual property rights that may be included in the Company Content; or
- "Deep linking" to any of the Services (i.e., linking to any page other than the home page of one of the Services).

EXCEPT FOR THE COMPANY CONTENT THAT IS PROVIDED BY US OR OUR AGENTS, WE DO NOT ASSURE THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY INFORMATION ON ANY SERVICE, OR ENDORSE THE ACCURACY OR RELIABILITY OF ANY OPINION, ADVICE, OR STATEMENT MADE BY ANY THIRD PARTY. COMPANY IS AN INDEPENDENT AND NONPARTISAN ORGANIZATION THAT DOES NOT TAKE ANY INSTITUTIONAL POSITIONS ON POLICY ISSUES. REFERENCES TO SPECIFIC NONPROFIT, PRIVATE, OR GOVERNMENT ENTITIES ARE NOT TO BE CONSTRUED AS AN ENDORSEMENT BY THE COMPANY.

USING THE SERVICES

Age requirement: To use the Services, you must have reached the legal age of majority in your place of residence.

Account creation: Certain features of the Services may require you to create an account. Company provides two types of accounts:

- Registered linked business accounts, which allow businesses to make purchases using a purchase order number and create authorized user accounts; and
- Authorized business user accounts, which are created by registered linked business accounts to act on the business' behalf.

You are responsible for ensuring that your account information is always up-to-date, complete, and accurate. If you provide untrue, incomplete, misleading, or inaccurate information, you understand that we may terminate your account and use of the Services.

As a user of our Services, you are responsible for protecting the security of your account, including your login credentials and activation codes. Any access to the Services using your account credentials is deemed authorized by you, and unauthorized access to password-protected or secure areas is strictly prohibited and may result in criminal prosecution. We reserve the right to suspend your use of the Services if we detect any breach of security. If you believe your information is no longer secure or need to deactivate your account or password, please notify us immediately. We take the security of your account seriously and appreciate your cooperation in maintaining its integrity.

Accessing the Services: You are responsible for the software, hardware and Internet service needed to access and use the Services. If you access and use the Services on your smartphone, tablet or other mobile device ("Mobile Device"), you are solely responsible for any and all data and other fees related to use of the Services through your Mobile Device.

We do not guarantee availability of the Services at all times of the day. Company may from time to time perform upgrades, updates or otherwise make the Services unavailable. To the maximum extent authorized under applicable law, we reserve the right to change, remove, delete, restrict, block access to, or stop providing any or all of the Services at any time and without notice. Except as provided in our customer agreements, Company has no obligation to provide access to or support for the Services.

Use of the Services is limited to lawful, non-commercial purposes only, and is strictly intended for business use. Personal use of the Services is prohibited. By accessing or using the Services, you agree that you will not engage in any of the following activities, nor will you encourage or permit any third party to do so:

- Breach, test, circumvent (or attempt to breach, test or circumvent) any security, copy protection or rights management feature in the Services or otherwise attempt to gain unauthorized access to the Services, other users' Accounts, or Company's computer systems or networks, including use of any robot, spider, site search/retrieval application, or other automated device, process or means to access, retrieve, scrape or index any portion of the Services;
- Copy, modify, translate, adapt or otherwise create derivative works or improvements (whether or not patentable) of any part of the Services or remove, alter or obscure any copyright, trademark or other intellectual property or proprietary notices contained in the Services;

- Decompile, reverse engineer, disassemble or decode the Services or otherwise attempt to derive or gain access to the source code of any part of the Services (unless applicable laws specifically prohibit such restriction);
- Use the Services to advertise, buy or sell any products or services, or collect or store Personal Data (as defined in the Privacy Policy) about any other user without his or her express prior written consent;
- Distribute, rent, sublicense, lease, lend, sell, resell, assign, transfer, transmit, stream, broadcast or otherwise make available or exploit any features or functionality of the Services including though time-sharing, use of service bureau or by otherwise making the Services available on a network on which it is accessible by more than one device at any time;
- Reformat or frame any portion of the web pages that are part of the Services without Company's written consent;
- Cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Services;
- Create an Account under fraudulent pretenses.

Any violations of these restrictions may result in immediate suspension or termination of your access to the Services, and Company may pursue any other legal or equitable remedies available to it.

PURCHASES AND ORDERS

When making purchases through <https://www.kalgi.net> or any other website operated by the Company, you agree to be bound by the Additional Terms specific to that purchase. We recommend that you carefully review these Additional Terms before making any purchase through our Services.

SUBMISSIONS

The Services may include areas where you and other users can share Submissions, such as ideas, blueprints, designs, plans, or other information or materials (collectively, "Submissions"). As the owner of your Submissions, you are responsible for them.

By submitting a Submission, you represent and warrant that:

- Your Submission is accurate and truthful;

- You have all the necessary rights to your Submission, including copyrights and trademarks, to comply with your obligations to Company under this Agreement; and
- Your Submission does not infringe on the privacy, publicity, intellectual property, or other rights of any other individual or entity.

PLEASE NOTE THAT COMPANY ASSUMES NO LIABILITY AND TAKES NO RESPONSIBILITY FOR ANY SUBMISSIONS. YOU RELY ON THE INFORMATION AND CONTENT IN SUBMISSIONS AT YOUR OWN RISK. YOU ARE NOT ENTITLED TO RECEIVE PAYMENT FOR YOUR SUBMISSIONS. ALL SUBMISSIONS ARE NON-CONFIDENTIAL AND NON-PROPRIETARY.

CLAIMS OF COPYRIGHT INFRINGEMENT

We take claims of copyright infringement seriously, although we assume no liability or responsibility for copyrighted materials posted via the Services. If you believe that your copyrighted work has been copied in a way that constitutes infringement and is accessible via the Services, please notify Company's copyright agent in accordance with the Digital Millennium Copyright Act of 1998 ("DMCA").

To ensure your complaint is valid under the DMCA, you must provide the following information in writing:

1. An electronic or physical signature or a person authorized to act on behalf of the copyright owner;
2. Identification of the copyrighted work that you claim has been infringed;
3. Identification of the material that is claimed to be infringing and where it is located on the Services;
4. Information reasonably sufficient to permit Company to contact you, such as your address, telephone number, and email address;
5. 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 under applicable law; and
6. A statement, made under penalty of perjury, that the above information is accurate and that you are the copyright owner or are authorized to act on behalf of the owner.

The above information must be submitted via mail, detailed at the bottom of this page.

UNDER FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT ONLINE MATERIAL IS INFRINGING, YOU MAY BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY AND CIVIL PENALTIES, INCLUDING MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS' FEES.

PROMOTIONS

Periodically, the Company may present you with the opportunity to take part in challenges or other promotional activities (collectively, "Promotions"). You are not authorized to transfer, assign, sell, trade, or barter any prize, premium, or other benefit that you receive through a Promotion. ANY PRIZE, PREMIUM, OR OTHER BENEFIT IS AWARDED "AS IS," WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OR GUARANTEE FROM THE COMPANY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

We maintain the right to alter, terminate, or suspend the availability of Promotions and to correct any errors or inconsistencies in Promotion-related materials. Any person who tampers with a Promotion may be disqualified. CAUTION: DELIBERATELY UNDERMINING THE LEGITIMATE OPERATION OF A PROMOTION BY ANY INDIVIDUAL IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND WE RESERVE THE RIGHT TO PURSUE DAMAGES FROM SUCH AN INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

You consent to be bound by our rulings, which are final and binding in all aspects of Promotions. Promotions are subject to all applicable federal, state, and local regulations and laws. Promotions are invalid if prohibited, restricted, or taxed.

BY PARTICIPATING IN A PROMOTION, YOU AGREE TO HOLD COMPANY, ITS AFFILIATES, AND ITS AND THEIR AGENTS HARMLESS FROM ANY LIABILITY, LOSS, OR DAMAGE ARISING FROM OR RELATED TO PARTICIPATION IN ANY PROMOTIONAL ACTIVITY OR THE RECEIPT, USE, OR MISUSE OF ANY PRIZE OR PREMIUM THAT YOU MAY RECEIVE.

DISCLAIMER OF WARRANTIES

The Company warrants that it has validly entered into this Agreement and has the legal power to do so, and you warrant the same. However, except as expressly provided above, the Company Services are provided "as is" and "as available" without warranty of any kind, express or implied. The Company specifically disclaims all warranties and conditions of any kind, including all implied warranties and conditions of merchantability, fitness for a particular purpose, title, non-infringement, freedom from defects, uninterrupted use, and all warranties implied from any course of dealing or usage of trade.

The Company does not warrant that (a) the Services will meet your requirements, (b) operation of the Services will be uninterrupted or virus- or error-free or (c) errors will be corrected. Any oral or written advice provided by the Company or its authorized agents does not and will not create any warranty. Please note that some jurisdictions do not allow the exclusion of implied warranties, which means that some or all of the above exclusions may not apply to you.

Your use of the Services is at your own risk. Please consider this information carefully before proceeding.

LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES

You acknowledge that Company and its affiliates shall not be held responsible for any incidental, special, consequential, or indirect damages resulting from your use or inability to use the services or conduct while using the services. Such damages include but are not limited to loss or corruption of data or programs, service interruptions, and procurement of substitute services. You further waive and agree not to assert any claim against Company or its affiliates for such damages, even if Company knows or has been advised of the possibility of such damages.

In the event of dissatisfaction with any services or purchases made via the services, your sole remedy shall be limited to the net fees of the Company for such services or arising from such purchases, excluding any amounts paid by the Company to third parties. Notwithstanding anything contrary in this Agreement, the maximum aggregate liability of Company and its affiliates to you regarding your use of the services or purchases via the services is USD \$100 (one hundred dollars).

Please note that the foregoing waiver of damages or limitation of liability may not apply to the extent prohibited by applicable law in the jurisdiction of your place of residence. You acknowledge and agree that the above waiver of damages and limitations of liability, together with the other provisions in this Agreement that limit liability, are essential terms. Company would not be willing to grant you the rights set forth in this Agreement but for your agreement to the above waiver and limitations of liability.

DISPUTE RESOLUTION

If you have any complaints about the Services, please contact Company using the appropriate channels provided.

By agreeing to this Agreement, you and Kalgi Logistics Group, Inc. are relinquishing your right to litigate claims in a court of law or before a jury, or to participate in a class or representative action with respect to a claim. Furthermore, other rights that you would have if you went to court may also be unavailable or limited in arbitration.

You acknowledge and agree that any cause of action arising out of or related to the Services must be commenced within one (1) year after the cause of action accrues; otherwise, the cause of action will be permanently barred.

Any claim, dispute or controversy (whether in contract, tort, or otherwise, whether pre-existing, present, or future, and including statutory, consumer protection, common law, intentional tort, injunctive, and equitable claims) between you and the Company arising from or relating in any way to the Services will be resolved exclusively and finally by binding arbitration.

The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Consumer Arbitration Rules (the "AAA Rules") then in effect, except as modified by this Section. You can obtain a copy of the AAA Rules by visiting their website at www.adr.org/arb_med or by contacting the AAA directly at 1-800-778-7879. The Federal Arbitration Act will govern the interpretation and enforcement of this section.

The arbitrator will have exclusive authority to resolve any disputes relating to the ability to arbitrate and/or enforceability of this arbitration provision, including any challenges based on unconscionability or the void or invalid nature of the arbitration provision or agreement. The arbitrator will be empowered to grant any relief that would be available in a court of law or equity. Any award made by the arbitrator(s) will be final and binding on both parties and may be entered as a judgment in any court having jurisdiction.

You acknowledge and agree that any disputes arising out of or related to the Services will be resolved through binding arbitration on an individual basis. Neither you nor Kalgi Logistics Group, Inc. will be entitled to join or consolidate claims by or against other customers in court or in arbitration, or otherwise participate in any claim as a class representative, class member, or in a private attorney general capacity.

The arbitral tribunal, in accordance with the Consumer Arbitration Rules of the American Arbitration Association (AAA), will not consolidate more than one person's claims and may not preside over any representative or class proceeding. The arbitral tribunal will not have the power to consider the enforceability of this class arbitration waiver, and any challenge to the class arbitration waiver may only be raised in a court of competent jurisdiction.

If any provision of this arbitration agreement is found to be unenforceable, the unenforceable provision will be severed, and the remaining arbitration terms will be enforced.

GOVERNING LAW AND JURISDICTION

This website is operated from the US. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of California, without giving effect to any choice or conflict of law provision or rule of any jurisdiction that would cause the application of the laws of any jurisdiction other than those of the State of California.

NOTICE TO CALIFORNIA RESIDENTS

By utilizing the Services, you are relinquishing any rights you may have under California Civil Code Section 1542, which states that "a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him, must have materially affected his settlement with the debtor."

In the event that the Services are determined to constitute an electronic commercial service (as defined under California Civil Code Section 1789.3), California residents possess the following specific consumer rights information:

The Services are provided by:

Kalgi Logistics Group, Inc. Attention: Legal Department PO Box 731281 San Jose, CA 95173-1281 Phone: (305) 465-2544.

Should the Services be deemed an electronic commercial service, you may register a complaint regarding the Services or request further information concerning the use of the Services by writing to the "Legal Department" at the address provided above.

INTERNATIONAL USE

If you access our Services from outside the United States and are not a resident of the United States, please be aware that you are consenting to the transfer of certain information to us from your home country. You also agree to comply with all applicable laws that govern your use of our Services.

It is important to note that our servers and operations are primarily located in the United States, and our policies and procedures are based on United States law. As such, the following provisions apply specifically to users located outside of the United States: (i) you consent to the transfer, storage, and processing of your information, including any Submissions and Personal Data, to and in the United States and/or other countries; (ii) if you are using the Services from a country that is embargoed by the United States or if you are on the United States Treasury Department's list of "Specially Designated Nationals," you are not authorized to access or use our Services; and (iii) you agree to comply with all local laws, rules, and regulations, including those in effect in the country in which you reside and the country from which you access our Services. Our Services are not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or would subject us or our affiliates to any registration requirement within such jurisdiction or country.

TERMINATION

You may terminate your Account at any time for any reason effective upon written notice to Company. Company reserves the right immediately to suspend or terminate your access to the Services without notice if Company believes you violated this Agreement.

Termination will not limit any of Company's other rights or remedies. The sections titled Company Content, Submissions, Disclaimer of Warranties, Limitation of Liability, Dispute Resolution, General Terms and any other provision that is intended to survive termination shall survive termination of this Agreement.

LINKS TO OTHER WEBSITES AND SERVICES

The Services may include links to other websites and services that we believe may be of interest to you, such as social networking sites (collectively, "Linked Services"). Please note that Linked Services are not under the control of the Company, and as such, the Company cannot be held responsible for the content, information, materials, or transmissions received from any Linked Service. The inclusion of a link does not imply endorsement by the Company of the Linked Service or any affiliation with the operators of the Linked Service. The Company does not investigate, verify, or monitor the Linked Services. The links to the Linked Services are provided for your convenience only, and you access them at your own risk.

GENERAL TERMS

1. This Agreement shall be binding upon and inure to the benefit of Company and you, and your respective successors and assigns. Company may assign this Agreement, but you may not assign this Agreement without the prior written consent of Company.
2. This Agreement, along with our Privacy Policy, represents the complete understanding between Company and you regarding the Services. Notwithstanding the foregoing, Additional Terms will supersede any conflicting provisions contained herein or in the Privacy Policy.
3. If any provision of this Agreement becomes unenforceable or invalid, the remaining provisions will continue in full force and effect.
4. Failure by Company or you to enforce any term of this Agreement will not constitute a waiver of that term and will not prevent enforcement on any other occasion.
5. This Agreement does not establish an agency, partnership, or joint venture between Company and you.