

TERMS OF USE – FORWARD AIR SOLUTIONS WEB PORTAL

Please read carefully. Use of the forwardairsolutions.com web portal constitutes agreement with the policy statements listed below. Violation of any of these policies may result in revocation of system access, and possible criminal or civil prosecution.

Subscriber accounts

Subscriber will be assigned a User Name and password when the account is opened. The Subscriber's account will be for the Subscriber's company as a whole and will be managed by a duly authorized company administrator. The Company Administrator and Subscriber users agree to safeguard the Subscriber User name(s) and password(s) from any unauthorized use, and agree that Forward Air will not be held liable for the unauthorized use or misuse of any Subscriber User Name or password.

Access to Password Protected/Secure Areas

Access to and use of password protected and/or secure areas of forwardairsolutions.com is restricted to authorized customers only. Unauthorized individuals attempting to access these areas of the forwardairsolutions.com system may be subject to prosecution. Except as otherwise provided herein, Subscriber is responsible for the confidentiality and use of Subscriber's User name and password. Subscriber agrees to notify Forward Air promptly of any loss, theft, or unauthorized use of Subscriber's User Name and password.

Subscriber Conduct

Subscriber is responsible for the content of Subscriber's transmissions to the forwardairsolutions.com system. Subscriber's use of the forwardairsolutions.com system is subject to all applicable local, state, national and international laws and regulations. Subscriber agrees: (1) to comply with U.S. law regarding the transmission of technical data and (2) Agrees not to use the forwardairsolutions.com system for illegal purposes.

The forwardairsolutions.com system makes use of the Internet to send and receive data. In the event Subscriber accesses forwardairsolutions.com via the Internet, Subscriber agrees to be subject to applicable Internet regulations, policies and procedures.

Subscriber agrees not to enter or transmit to forwardairsolutions.com any false, inaccurate, misleading, fraudulent, unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material of any kind. Subscriber agrees not to transmit any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or international law. Forward Air will fully cooperate with any law enforcement authority or

court order requesting or directing Forward Air to disclose the identity of anyone posting such information or material.

Attempts to gain unauthorized access to forwardair.com are prohibited. Subscriber agrees not to interfere with another customer's use of forwardair.com through any means, including denial of service, theft of confidential information or other misuse of the forwardairsolutions.com system.

Service Conditions

Subscriber understands that the forwardairsolutions.com system is currently being offered on a complimentary basis, and that Subscriber uses forwardairsolutions.com at its sole discretion. Forward Air shall have no liability for any service interruption, data transmitted or data received. Forward Air shall have no liability for any actions taken, or interpretations made, by Subscriber as a result of receiving or not receiving information from forwardairsolutions.com.

Forward Air will not be required to maintain a copy of any data transmitted, received or produced by Subscriber. Subscriber acknowledges that it is solely liable for any loss of any message or data transmitted, received or produced through the use of forwardairsolutions.com.

Ownership

It is understood and agreed by Subscriber that all intellectual property rights in the computer programs utilized by Forward Air in relation to the forwardairsolutions.com system, and the technology, skill and information relating to the effective use thereof, are either licensed to, or are the property of, Forward Air, and nothing contained herein shall be deemed to convey any title or ownership interest whatsoever therein to the Subscriber.