



- **Terms and conditions**

- These Terms and Conditions (“T&C”) set forth the terms and conditions NextFlightShipping, LLC., a Minnesota limited Liability Corporation. (“NextFlightShipping” or “NextFlightShipping, LLC.”) requires you to abide by if you want to use or receive any services supplied by NextFlightShipping (collectively, “Services”), or download, install or use any associated application which purpose is to enable you to use the Services (collectively, “Applications”). The terms and conditions stated or referenced herein constitute a legal agreement between you and NextFlightShipping, LLC. By using or receiving any Services, or downloading, installing or using any Applications, you hereby expressly acknowledge and agree to be bound by the terms and conditions contained herein, and any future amendments and additions to these T&C as published from time to time at <https://www.nextflightshipping.com/> or through our Services. Upon such using or receiving our Services or Applications you become a “User” of NextFlightShipping’s Services and Applications, whether as a “Traveler” or a “Sender”, as further described to as such herein.
- In conjunction with the terms and conditions outlined herein, both Travelers and Senders are hereby obligated to adhere to and be governed by the **NextFlightShipping Travelers and Senders Agreement** accessible through the application. The Travelers and Senders Agreements are incorporated into these T&C and made a part hereof by this reference.
- NextFlightShipping, LLC. reserves the right to modify the terms and conditions of these T&C or any of its policies relating to our Services or Applications at any time, effective upon posting of an updated version of the T&C on our website *NextFlightShipping.com*, the Services or Applications. You are responsible for regularly reviewing these places for any updates to the T&C. Continued use of our Services or Applications after any updates shall constitute your consent to such all changes to the T&C contained in such update.
- **NEXTFLIGHTSHIPPING, LLC. DOES NOT PROVIDE TRANSPORTATION SERVICES, WE ARE NOT A TRANSPORTATION CARRIER. IT IS UP TO THE THIRD-PARTY TRAVELER TO OFFER AND PROVIDE THE PICK-UP, CARRY AND DELIVERY SERVICES, WHICH MAY BE SCHEDULED THROUGH USE OF OUR APPLICATIONS OR SERVICES. NEXTFLIGHTSHIPPING, LLC. OFFERS INFORMATION AND A METHOD TO OBTAIN THE PICK-UP, CARRY AND DELIVERY SERVICES, BUT DOES NOT AND DOES NOT INTEND TO PROVIDE TRANSPORTATION SERVICES OR ACT IN ANY WAY AS A TRANSPORTATION CARRIER. NEXTFLIGHTSHIPPING HAS NO RESPONSIBILITY OR LIABILITY FOR ANY PICK-UP, CARRY AND DELIVERY SERVICES PROVIDED TO YOU THROUGH OUR APPLICATIONS OR SERVICES OR FOR ANY TRAVELER OR SENDER NOT HAVING THE PROPER AUTHORITY TO ENTER INTO THE TRANSACTION.**
- Our Services brings together Travelers and Senders



- Our Applications and Services make possible a connection between those individuals and/or businesses that want to contract with someone to pick-up, carry and/or deliver personal property and goods (“*Senders*”) and those individuals and/or businesses seeking to perform the pick-up, carrying and delivery services requested by a Sender (“*Travelers*”). The performance of pick-up, carrying and delivery services by a Traveler, the time period in which these services are performed by a Traveler, as well as the item(s) of personal property and goods being picked-up, carried and/or delivered by a Traveler, are collectively referred to as a “*Package*.” Travelers and Senders together are referred to as “*Users*”.

Traveler Screening

- NextFlightShipping does not conduct screening or background checks on any Sender or Traveler for the purposes of allowing them to use our Applications or Services.
- Notwithstanding the above, NextFlightShipping, LLC. reserves the right to begin conducting such checks and screening of all Users at any time as it deems appropriate in its sole discretion, including but not limited to verification of identities, criminal and other background checks (at the Country, State and local level as we deem necessary or appropriate). NextFlightShipping, LLC. also reserves all rights to use such third-party services to run such checks and processes as we deem appropriate in our sole discretion. By registering and using the Services or the Applications, each User consents to *NextFlightShipping, LLC.* conducting one or multiple screening process(es) and/or background check(s) on such User or other Users that NextFlightShipping, LLC. deems advisable or necessary, and as otherwise may be required for compliance with federal and state laws and the Fair Credit Reporting Act.
- Any screening or background check process is not a substitute for your good judgment when interacting with other Users. At all times during the use of our Services and Applications you must exercise caution and use your common sense.
- **ALL INTERACTIONS BETWEEN USERS ARE AT THE USER’S RISK WHETHER OR NOT NEXTFLIGHTSHIPPING CONDUCTS A BACKGROUND CHECK ON A USER OR ANY CATEGORY OF USER.**
- **Restrictions on Package Contents**
- *NextFlightShipping Prohibited Items*
- All Senders are prohibited from including in any Package, and all Travelers are prohibited from knowingly accepting, picking-up, carrying or delivering any Package containing the following items:
- Cigarettes or any tobacco product, wine, beer or any other alcoholic beverages or any other product regulated and controlled by the United States Alcohol and Tobacco Tax and Trade Bureau (TTB);
- Firearms or weapons of any kind, any firearm or weapon parts, or ammunition in any amount (see below) *
- Common fireworks;



- Replica or inert explosives or weapons that bear an appearance to actual explosives or weapons;
- Any “Hazardous Material” (see below) ** not including those Hazardous Materials in small or excepted quantities as defined in 49 C.F.R.;
- Any Hazardous Waste, defined as a solid waste that meets any of the criteria of the hazardous waste as described in 40 C.F.R. § 261.3 (whether or not in small or excepted quantities);
- Any animal (1) not included on the “*NextFlightShipping Accepted Live Animal List*”, including without limitation those on the “*NextFlightShipping Prohibited Animal List*”; or (2) not packaged in accordance with the applicable rules below, or (3) that is sick, injured or aggressive to people or other animals;
- Any prescription or over the counter medicine that has not been paid for and is being delivered to a person other than the purchaser or the prescription holder;
- People;
- Anything illegal including, without limitation, recreational drugs and other contraband;
- Marijuana, as that term is defined by 21 U.S.C. § 802(16), including marijuana intended for medicinal use;
- Coins, currency, postage stamps, negotiable instruments, money orders;
- Unset precious stones, industrial diamonds, any article that contains more than fifty percent by weight of gold or platinum or any combination thereof in raw form, including, but not limited to, bullion, bars, or scraps of these metals; or
- Cremated remains, human remains, fetal remains, human body parts, or components thereof.
- * *Airline Baggage Deliveries*
- Packages originating from airports may contain firearms, weapons, firearm parts, weapon parts, or ammunition that were checked in airline baggage complying with all TSA regulations for the transport on airplanes of the same. Travelers are not prohibited from delivering such Packages. In all Packages containing firearms, weapons, firearm parts, weapon parts, or ammunition the Traveler should check to ensure that the firearms, weapons, firearm parts, weapon parts, or ammunition are contained in a locked container and the container should be placed in the trunk of the vehicle for the duration of the Package. For other rules and regulations regarding the transport of firearms, weapons, firearm or weapon parts, or ammunition, please click on the following links:
<https://www.tsa.gov/travel/transporting-firearms-and-ammunition>
- ** *Hazardous Materials*
- All Users must be aware that these T&C, and both the NextFlightShipping Traveler’s Agreement and the NextFlightShipping Sender’s Agreement forbid the transportation of hazardous materials (“HAZMAT”). A major problem for most folks is recognizing HAZMAT that may include common household items such as alcohol, or seemingly benign items like dry ice (solid carbon dioxide or CO₂). All Users are encouraged to see complete listings or tables of HAZMATs by clicking on the following links:



- <https://www.govinfo.gov/content/pkg/CFR-2008-title49-vol2/pdf/CFR-2008-title49-vol2-sec172-101.pdf>
- and
- <http://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=b06b0719a68e8b14030dcfe816203647&mc=true&n=pt49.2.172&r=PART&ty=HTML>
- Stiff civil penalties (fines) of up to \$175,000.00 apply to people who offer for shipment, cause to be shipped or transport HAZMAT. The penalties apply whether the transportation is by vehicle, vessel, aircraft or rail. Please see specific information on civil penalties at:
- <https://www.federalregister.gov/articles/2013/04/17/2013-08981/hazardous-materials-revision-of-maximum-and-minimum-civil-penalties#h-7>
- Among the reasons for these regulations are the protection, safety and security of vehicles, vessels, aircraft and railways. Because HAZMAT is dangerous, it must be properly packaged, labeled, marked, identified and certified; it must include in the shipping papers emergency response information to assist crash, fire and rescue personnel in the event of an accident or incident; there must be provided an emergency contact telephone number in the shipping papers that must satisfy legal requirements; and there are a myriad of other things people offering for transport or transporting HAZMAT must satisfy to avoid paying massive fines. Please see: Part 172 of the link below:
- <https://www.govinfo.gov/content/pkg/CFR-2011-title49-vol2/pdf/CFR-2011-title49-vol2.pdf>
- **NEXTFLIGHTSHIPPING HAS AND TAKES NO RESPONSIBILITY TO EITHER TRAVELERS OR SENDERS FOR THE INCLUSION OF ANY PROHIBITED ITEMS IN ANY PACKAGE OR THE TRANSPORT OF ANY PROHIBITED ITEMS IN ANY PACKAGE**
- It is every Traveler's and Sender's duty and obligation to know and comply with all applicable country law relating to the pick-up and delivery locations of any Package and all items contained in a Package, including without limitation those laws prohibiting the transportation or shipment of certain items (including Hazardous Materials and contraband), restricting the amounts of certain items that can be shipped, and age restrictions. NextFlightShipping, LLC. has no liability or responsibility if a Traveler or Sender fails to comply with these T&C or all applicable laws with respect to the inclusion or acceptance of any items contained in a Package or during the performance of the Package.
- Any Traveler discovering a NextFlightShipping Prohibited Item in a Package shall immediately notify NextFlightShipping, LLC. at support@NextFlightShipping.com for further direction. NextFlightShipping is not responsible for the contents or loss of any NextFlightShipping Prohibited Item. NextFlightShipping, LLC. reserves the right to dispose of any NextFlightShipping Prohibited Item in its sole discretion and reserves all rights to instruct its Travelers on how to dispose of the any NextFlightShipping Prohibited Item, including delivery to the proper authorities.



NextFlightShipping Special Items

- The following items may be included in a Package only if a Sender fully discloses each such item to the Traveler and the Traveler specifically agrees to accept each such item, prior to the Traveler accepting such Package:
- Prescription drugs and medicines (excluding medical marijuana); *must be delivered to the prescription holder*;
- Checks, Phone Cards, Tickets, Credit Cards, Gift Cards, and Similar Cards;
- Media, i.e. documents, film, photographs (including negatives), slides, transparencies, videotapes, compact discs, laser discs, computer tapes, and media of similar nature;
- Perishable items;
- *List*'' and packaged in accordance with the applicable rules; and
- Amphibians (All): Examples: frogs, salamanders, toads, provided, they are non-poisonous
- *NextFlightShipping Prohibited Animals*
- Live Animals that are prohibited from being sent and may not be accepted for a Package include, but are not limited to:
 - Livestock
 - Any poisonous, venomous or threatening animal
 - Arachnids (All): Examples: mites, scorpions, spiders, ticks
 - Birds (All)
 - Crocodiles (All): Examples: alligators, caimans, gavials
 - Obnoxious Insects: Examples: flies, locusts, mosquitoes, roaches, termites, weevils
 - Snakes (All): venomous and non-venomous
 - Any live animal that is an Endangered Species
 - Any injurious animal, the importation or interstate shipment of which is prohibited under 18 U.S.C. 42.
 - Any plant pest, the movement of which is prohibited under section 103 or 104 of the Federal Plant Pest Act (7 U.S.C. 150bb or 150cc).
 - Any fish or wildlife, the conveyance of which is prohibited under section 3 of the Lacey Act Amendments of 1981 (16 U.S.C. 3372).
- Packaging and Open Box Policy
- NextFlightShipping encourages the use of minimal packaging both to help our environment and so our Travelers know what they are taking along on their ride. When packaging is required or desired, NextFlightShipping supports and strongly encourages its Travelers and Senders to always use an Open Box Policy.
- NextFlightShipping's Open Box Policy means Senders should always leave packaging open so that a Traveler may inspect the contents before leaving with the Package. If a Sender doesn't leave the packaging open, a Traveler always has the right to require a Sender to open packaging to inspect items before leaving with the Package.
 - **DON'T CARRY A PACKAGED ITEM UNLESS YOU KNOW WHAT IS INSIDE!**



- It is a Traveler's responsibility to know the contents of all items in the Package being carried. NextFlightShipping isn't there when you accept the Package and we can't confirm that the items are the same as pictured in our App - only you can. All of our Travelers are strongly encouraged to visually inspect all items packaged in a Package before leaving. A Traveler is NEVER under an obligation to take or bring anything that hasn't been inspected and can always cancel the Package without penalty if the Sender does not allow you to inspect or gives you a hard time about asking to inspect.
- Even if you inspect a Package, **IF YOU STILL FEEL UNCOMFORTABLE CARRYING IT**, you can cancel without penalty.
- **No Traveler should ever feel obligated to carry any Package. It is a Traveler's right to say no!**
- **Packaging NextFlightShipping Special Items**
- Even though we love for your cargo to go commando, NextFlightShipping, LLC. is not liable for loss or damage to any Package containing a NextFlightShipping Special Item if it is not properly packed to withstand transport and to ensure the safety and integrity of the item and in compliance with all applicable laws.
- *Perishable Items*
- Packages containing perishable items, items must be prepared and packed to provide for the preservation and safety of all such items during a Package. All packaging for such items should be based on the characteristics of the item, in the sole discretion of the Sender. NextFlightShipping cannot know what packaging is necessary for any item you send. Please use your common sense when packaging any perishable items, NextFlightShipping Inc. has no and will have no responsibility to protect you under its Protection Plan for any loss of, or damage to, any item that has not been adequately packed.
- Senders are fully and solely responsible for choosing a Traveler that can deliver perishable items in a timely manner based on the characteristics of the item, meaning that the perishable item will not spoil, degrade or otherwise be damaged in a manner unsatisfactory to the Sender during the Package (within the time set for delivery by the Sender). If a Traveler or Sender has any concern that a perishable item will spoil, degrade or otherwise be damaged during a Package, please do not initiate or accept the Package. Packages containing perishable items must be able to be delivered within a time frame sufficient to preserve the item during the Package.
- All Senders should take special care when choosing a Traveler for any Package containing a perishable item as all Packages containing perishable items are accepted solely at the Sender's risk for any damage or loss during the Package arising from the perishable nature of the item, unless due to the Traveler's misconduct, negligence or failure to accomplish the Package in the timeframe set forth by the Sender.
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- **PLEASE BE AWARE THAT NO MATTER WHAT TOTAL VALUE YOU DECLARE FOR YOUR PACKAGE OR ANY INDIVIDUAL ITEM(S) CONTAINED IN SUCH PACKAGE, NEXTFLIGHTSHIPPING'S WILL NOT**



REIMBURSE TO YOU FOR LOSS OR DAMAGE UNLESS YOU PURCHASE ADDITIONAL PROTECTION.

- *Terms and Conditions to the NextFlightShipping Protection Plan*
- NextFlightShipping's Protection Plan is being offered to you solely in order to effectuate the sending of your Package. NextFlightShipping's Protection Plan provides you with the opportunity to protect your Package under NextFlightShipping, LLC.'s parcel insurance. The NextFlightShipping Protection Plan is not intended to provide insurance to you, and you are neither an insured nor an additional insured under NextFlightShipping, LLC.'s parcel insurance.
- A Sender's election to add Additional Protection for a Package is entirely optional. You have the option of obtaining other additional protection from an alternative source or none at all.
- If you opt to add Additional Protection a Package to NextFlightShipping Inc.'s parcel insurance under the NextFlightShipping Protection Plan, the cost will be \$5.00 for every additional \$500.00 in Additional Protection above \$500.00, as specified in these T&C. This cost does not include any cost mark-up by NextFlightShipping Inc.
- Whether or not you purchase Additional Protection, the declared value for any Package is not insurance coverage by NextFlightShipping, LLC. but represents NextFlightShipping, LLC.'s maximum obligation to you for loss and/or damage to all items collectively contained within a Package (*not including for NextFlightShipping Special Items as further described below*). Unless you purchase Additional Protection, *Senders arranging Packages containing items with a total value exceeding \$500.00 are encouraged to purchase Additional Protection and if such a Sender does not purchase Additional Protection, they do so at their own risk.*
- If a Sender elects to take advantage of the opportunity to add Additional Protection under NextFlightShipping's Protection Plan, any claims against or disputes with any person or entity arising out of that election MUST be pursued in arbitration, not in any court proceeding, and MUST be pursued on an individual basis only, not in any form of class or representative action, whether in arbitration or in court. Please see the Dispute Resolution provisions of these Terms & Conditions for the complete terms and conditions regarding individual binding arbitration.
- *Filing a Claim*
- If you believe any item contained in your Package is lost or damaged, follow these steps to begin the claims process. It is important to note that only the Sender may file a claim; the recipient of the Package cannot file a claim. A recipient who believes an item contained in a Package has been lost or damaged should contact the Sender to begin the claims process.
- In the case of a damaged item, follow the Damaged Package Claim Process at <https://www.nextflightshipping.com/>
- In the case of damage, keep all of the packaging materials, as they may need to be examined as part of the claims process.



- In the case of a lost item, follow the Lost Package Claim Process at <https://www.nextflightshipping.com/>
- Please note that, in the case of either Lost or Damaged Package Claims, Sender should keep receipts for all items in a Package.
- NextFlightShipping, LLC. may use a third-party provider to manage the claims process. In cases of damage to a NextFlightShipping Special Item, NextFlightShipping (or its provider) will analyze the integrity of packaging and associated materials and will determine adequate packaging in its sole discretion.
- NextFlightShipping Not Responsible for Performance of its Travelers or its Senders
- Our Services and Applications enable connections between our Users to contract for Packages; however, NextFlightShipping, LLC. has no control over and is not responsible for the performance, actions or inactions of any User, whether identified through our Services, our Applications, in public, private, or offline interactions, or otherwise. You acknowledge and agree that NextFlightShipping, LLC. does not have control over, and has no liability or responsibility for, the quality, timing, legality, suitability, reliability, timeliness, or accuracy of any User, or the failure of any User to provide the services requested or payment required therefor, or for any other aspect whatsoever of a Package nor for the integrity, responsibility or any of the actions or omissions whatsoever of any Users. You acknowledge and agree that NextFlightShipping does not have control over, and has no responsibility for, any damage to the content(s) of a Package.
- NEITHER NEXTFLIGHTSHIPPING, LLC. NOR ITS AFFILIATES OR LICENSORS IS RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER OF OUR SERVICES OR APPLICATIONS AND NEXTFLIGHTSHIPPING, LLC. AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES AND LICENSORS ARE NOT BE LIABLE FOR ANY LOSS, CLAIM, INJURY OR DAMAGE ARISING IN CONNECTION WITH YOUR USE OF THE SERVICES OR THE APPLICATIONS. BY USING THE SERVICES OR APPLICATIONS YOU THEREBY RELEASE NEXTFLIGHTSHIPPING, LLC., ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES AND LICENSORS FROM ANY LIABILITY RELATED TO ANY USE OF OUR SERVICES, APPLICATIONS OR THE CONDUCT OR MISCONDUCT OF A USER.
- ***NextFlightShipping, LLC. does not recommend any particular Traveler***

Cancelations and No-Shows

- *Cancelation by Senders before pickup*
- If a Sender needs or wants to cancel a Package, please cancel the request as soon as possible. This will notify the Traveler and free them up to accept other Packages from other Senders. To cancel a Package, tap Cancel on the Package Details screen within the Next Flight Shipping Application.



What Happens When a Sender Cancels or is a No Show?

- A Sender can cancel a package before booking by Traveler without any charges. However, a no-show will incur a **15% charge**.
- NextFlightShipping, LLC. will charge a Sender **15%** for each canceled Packages after the Traveler has booked and/or each no-show.
- A Package is deemed canceled if the Sender cancels the Package once a Traveler has booked the item and it has been accepted by the Sender or if the Traveler is already on his way to fulfill the Package ("*Cancellation*").
- A Sender will be considered a no-show if the Sender drop offs the Package at the designated pick-up or drop-off location (1) more than 15 minutes after the agreed pick-up/ drop-off time without calling, messaging or otherwise contacting the Traveler through the Application, or (2) more than 30 minutes after the agreed pick-up/ drop-off time, whether or not Sender has contacted the Traveler ("*No-Show*"). If either a Sender Cancellation or No-Show occurs, a **15%** cancellation fee is automatically charged to the Sender's account.
- A Sender will not be charged a cancellation fee if they cancel a Package due to a Traveler's No-Show, or Cancellation or if they cannot contact a Traveler during the performance of their Package.

Cancellation by Travelers

Travelers do not have the option to cancel a package

What Happens When A Traveler Decide Not To Pick up Item or is a No Show?

- A Traveler will not be charged a fee if they decide not to pick up Package during pickup. If they cannot accept the Package due to restrictions in these T&C or other restrictions under applicable law.

A Package is deemed canceled if the Traveler is a No Show. A Traveler will be considered a No-Show if he/she fails to arrive at the drop-off/pick-up location more than 15 minutes after the agreed pick-up time without calling, messaging or otherwise contacting the Sender through the Application, or (2) more than 30 minutes after the agreed drop-off/pick-up time, whether or not Traveler has contacted the Sender ("*No-Show*")

Cancellations and No Shows

- Next Flight Shipping, LLC may suspend or deactivate your account upon your 3rd Cancellation or No Show.
- *Negative Ratings*
- NextFlightShipping, LLC. may suspend or deactivate your account if your overall rating falls below 4-stars.



Actions Leading to Suspension and/or Deactivation and/or Permanent Termination of Accounts

- ALL NEXTFLIGHTSHIPPING ACTIONS TAKEN WITH RESPECT TO THE SUSPENSION, DEACTIVATION AND/OR TERMINATION OF YOUR ACCOUNT MAY BE TAKEN IN NEXTFLIGHTSHIPPING'S SOLE DISCRETION, WITH OR WITHOUT NOTICE, AND WITHOUT LIABILITY TO YOU
- *NextFlightShipping Protection Plan Claims*
- NextFlightShipping, LLC. may suspend or deactivate the account of a Traveler or Sender if the Traveler or Sender is the subject of 2 or more claims under the NextFlightShipping Protection Plan.
- **Loss of Items or Items not delivered by Traveler**
- Travelers are and remain responsible for all liabilities and claims arising from loss, damage or theft to items that were supposed to be delivered. Next Flight shipping LLC, retains all rights to, and may in its sole discretion, seek reimbursement from the Traveler for any amounts Next Flight Shipping LLC incurs in connection with a loss, damage and /or theft claim made by a Sender.
- NextFlightShipping, LLC. may suspend or deactivate the account of a Traveler if the Traveler completes 2 or more Packages with "shortages"; or if a Traveler has 2 or more "mysterious disappearances" of an item in a Package.
- *Fraudulent Activity, Shipments of Prohibited Items, Repeat Infringers*
- NextFlightShipping, LLC. may suspend, deactivate and/or permanently terminate and delete your account if you or your account is the subject of suspected fraudulent or illegal activity or if Prohibited Items are discovered in your Package.
- Additionally, we may, in appropriate circumstances and at our sole discretion, suspend, deactivate or permanently terminate and delete the accounts of any User who may be a repeat infringer of these T&C or any of our other terms or policies.
- **Inactive Accounts**
- NextFlightShipping, LLC. reserves the right to terminate any User's account that has been inactive for a year.
- WITHOUT LIMITING ANY OTHER REMEDIES, NEXTFLIGHTSHIPPING, LLC. MAY LIMIT, SUSPEND, TERMINATE, MODIFY, OR DELETE YOUR ACCOUNTS OR ACCESS TO NEXTFLIGHTSHIPPING, LLC. SERVICES, APPLICATIONS OR ANY PORTION THEREOF, OR WITHHOLD ANY PACKAGE PAYMENT, IF YOU ARE, OR NEXTFLIGHTSHIPPING, LLC. SUSPECTS THAT YOU ARE, FAILING TO COMPLY WITH THESE T&C, ANY



OF OUR RULES OF THE ROAD OR FOR ANY ACTUAL OR SUSPECTED ILLEGAL OR IMPROPER USE OF THE SERVICES, APPLICATIONS OR ANY PORTION THEREOF WITH OR WITHOUT NOTICE TO YOU. YOU CAN LOSE YOUR USER NAME AND PERSONA AS A RESULT OF ACCOUNT TERMINATION OR LIMITATIONS, AS WELL AS ANY BENEFITS, PRIVILEGES, EARNED ITEMS AND PURCHASED ITEMS ASSOCIATED WITH YOUR USE OF THE SERVICES, APPLICATIONS OR ANY PORTION THEREOF, AND NEXTFLIGHTSHIPPING, LLC. IS UNDER NO OBLIGATION TO COMPENSATE YOU FOR ANY SUCH LOSSES OR RESULTS.

- WITHOUT LIMITING OUR OTHER REMEDIES, WE MAY WITHHOLD PACKAGE PAYMENTS, LIMIT, SUSPEND OR TERMINATE YOUR SERVICE AND USER ACCOUNTS OR PORTIONS THEREOF, PROHIBIT ACCESS TO OUR SITES, AND THEIR CONTENT (INCLUDING YOUR OWN), SERVICES AND TOOLS, DELAY OR REMOVE HOSTED CONTENT, AND TAKE TECHNICAL AND LEGAL STEPS TO PREVENT ANY USER FROM ACCESSING OUR SERVICES, APPLICATIONS OR ANY PORTION THEREOF IF WE BELIEVE THAT THEY ARE CREATING RISK OR POSSIBLE LEGAL LIABILITIES, INFRINGING THE INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, OR ACTING INCONSISTENTLY WITH THE LETTER OR SPIRIT OF OUR TERMS OR POLICIES.
- **Reactivation**
- NextFlightShipping, LLC., may reactivate any Traveler or Sender account suspended or deactivated by NextFlightShipping, LLC. in its sole discretion.
- Withholding Package Payments to Travelers
- NextFlightShipping, LLC., in its sole discretion, may place a hold on a Traveler's Package Payment (as defined below) if NextFlightShipping, LLC. has any suspicion or reason to believe that a Traveler or Sender has breached these T&C, including, without limitation by (1) sending or accepting items on the prohibited item list; (2) establishing an account with NextFlightShipping, LLC. or entering into a Package with the purpose of defrauding NextFlightShipping, LLC. or any other party; (3) using a stolen credit card or any other false information to establish an account with NextFlightShipping, LLC. or pay for a Package; or (4) otherwise engaging in any questionable or fraudulent activity with respect to the NextFlightShipping, LLC. Services or Applications.
- **Release of Hold and Payment**
- NextFlightShipping, LLC., may release the Package Payment to a Traveler upon establishing the validity of the accounts and Packages under suspicion, in its sole discretion.
- Billing and Payment
- Users of our Services and Applications make their contracts directly with other Users. NextFlightShipping is not and will not be a party to any contracts between Users.



- Users of our Services and Applications will be required to provide their credit card or bank account details to NextFlightShipping, LLC. and the Payment Service Provider retained by NextFlightShipping, LLC. (the “PSP”).
- Senders will be responsible for paying the invoice for each Package contracted for (the “Invoice”), which will include the pricing terms of the Package as agreed with and provided by a Traveler, any out of pocket expenses agreed with and submitted by a Traveler in connection with the Package, any tip or gratuity, if applicable, any cancellation or no-show fee, and the fee NextFlightShipping, LLC. assesses for use of its Services and Applications (combined, the “Package Payment”). Any fees that NextFlightShipping, LLC. may charge a Traveler or Sender for their use of the Applications or Services, are due immediately and are non-refundable and this no refund policy shall apply at all times regardless of your decision to terminate your usage, our decision to terminate your usage, disruption caused to our Applications or Services either planned, accidental or intentional, or any reason whatsoever. NextFlightShipping, LLC. reserves the right to determine final prevailing pricing and the pricing information published on the NextFlightShipping, LLC. website may not reflect the current pricing.
- NextFlightShipping, LLC., at its sole discretion, may make promotional offers with different features and different rates to any of our Users. These promotional offers, unless made directly to you, shall have no bearing whatsoever on your offer or contract. NextFlightShipping, LLC. may change the fees for our Services and/or Applications, as we deem appropriate. We encourage all of our Users to check back at our website periodically if you are interested about how we charge for the Services or Applications.
- *Payment Service Providers*
- Users may be required to register with the PSP, agree to terms of service of the PSP and go through a vetting process at the request of the PSP to set up their account with the PSP. By accepting these Terms and Conditions, each User agrees that they have downloaded or printed, and reviewed and agreed to the PSP Agreement. Please note that NextFlightShipping is not a party to the PSP Agreement and that you, the PSP and any other parties listed in the PSP Agreement are the parties to the PSP Agreement. NextFlightShipping has no obligations or liability to any User under a PSP Agreement.
- Within 24 hours after a Sender receives confirmation through the Services and/or Applications that their Traveler has completed the Package, the Sender will authorize NextFlightShipping, LLC. to provide the Sender’s payment details to the PSP for processing of Package Payment unless NextFlightShipping, LLC. determines it necessary or advisable to place a hold on such Package Payment.
- In addition to NextFlightShipping’s rights to place holds on Package Payments in connection with breaches of these T&C and suspicion of fraudulent activity, NextFlightShipping, LLC. reserves the right, in its sole discretion (but not the obligation), to (i) place on hold any Package Payment, or (ii) refund, provide credits or arrange for the PSP to do so. Users of our Services and Applications will be liable for any taxes (including VAT, if applicable) required to be paid on



the User's use of the Services and Applications or on any Package Payment received (other than taxes on the NextFlightShipping, LLC.'s income).

- **SMS Messaging**

- All of our Users are automatically opted-in to receive SMS messaging when signing up for our Services and Applications and must agree to receive SMS messages in order to use our Services and Applications. A User can request, accept and cancel Packages via SMS and get notifications regarding a Package, as determined by NextFlightShipping, LLC. Message and data rates may apply.
- If you change your mobile phone service provider all SMS messaging services from NextFlightShipping, LLC. may be deactivated and you will need to re-enroll in the SMS notification service. NextFlightShipping, LLC. reserves the right to cancel the notification service at any time.

- **User Representations, Warranties and Agreements**

- By using the Applications or Services, you expressly represent and warrant that you are legally entitled and have the right, authority and capacity to enter into to enter into the agreements set forth in these T&C and to fulfill its complete terms and conditions. You agree that your participation in using the Services and/or Applications is for your sole, personal use. You may not authorize others to use your user status, and you may not assign or otherwise transfer your User account to any other person or entity. You agree to comply with all applicable laws from your home nation, the country, state and city in which you are present while using the Applications or Services.
- You represent and warrant that you are of the required legal age if you reside in a jurisdiction that restricts the use of the Services because of age, or restricts the ability to enter into agreements due to age. *If you are not the required age you must not use the Applications and Services.* Without limiting the foregoing, the Services and Applications are not available to persons under the age of 18. By using the Applications or Services, you represent and warrant that you are at least 18 years old.
- You may only access the Services using the Applications or other specifically authorized means. It is your responsibility to check to ensure you download the correct Applications for your mobile, tablet computer or similar device ("Device").
- NextFlightShipping, LLC. is not liable if you do not have a compatible Device or if you have downloaded the wrong version of the Applications for your Device. NextFlightShipping, LLC. reserves the right to terminate your use of our Services or Applications if you do so with an incompatible or unauthorized Device.
- By using our Applications or Services, you agree that:
- You will only use the Applications and Services for your own use and will not resell either to a third party.
- You will only create one User account.



- You will keep secure and confidential your User account password or any identification we provide you which allows access to our Applications or Services.
- You will provide NextFlightShipping with such proof of identity we reasonably request and will not impersonate any person or entity, or falsify or otherwise misrepresent yourself or your affiliation (actively or by omission) with any person or entity, including NextFlightShipping.
- You will not represent yourself to be an agent, representative, employee or affiliate of NextFlightShipping, LLC.
- You will only use the Services or Applications for lawful purposes and in accordance with all applicable laws and regulations.
- You will not use the Services or Applications for shipping, sending or storing any unlawful material, for fraudulent purposes, for promoting or encouraging any illegal activity, or for committing or assisting in the commission of a crime.
- You will not stalk, intimidate, threaten or otherwise harass or cause distress to any third-party, including other Users;
- You will not copy, or distribute the Applications or text, graphics, images, music, software (in addition to the Applications), audio, video, information or other like materials (“Content”) without written permission from NextFlightShipping.
- You will not use our Services or Applications in any way that could cause nuisance, annoyance, and inconvenience or could interfere with or negatively affect other Users from fully using or enjoying the Services or Applications.
- You will only use an access point or 3G data account (AP) which you are authorized to use.
- You will act responsibly, exercise good judgment and take care when using our Services and interacting with Users.
- You will not infringe the rights of any third party (including Users) and including, intellectual property, privacy, publicity or contractual rights.
- You will not collect or store any information about any other User other than as permitted on through Services or Applications.
- You will not assist any third-party in any of the above.
- Content License Grant, Restrictions and Copyright Policy
- *Licenses Granted by NextFlightShipping, LLC. to NextFlightShipping, LLC. Content and User Content*
- Subject to your compliance with the terms and conditions in the T&C, NextFlightShipping grants you a limited, non-exclusive, non-transferable license: (i) to view, download and print any Content that NextFlightShipping makes available through the Services or Applications, including any Content licensed from a third party (“NextFlightShipping Content”), but excluding any Content that a User posts, uploads, publishes, submits or transmits to be made available through the Services or Applications, including any questions, comments, suggestions, ideas, feedback or other information about the NextFlightShipping Services or Applications (“User Content” and with NextFlightShipping Content collectively, “Collective Content”); and (ii) to view any User Content to which you are permitted access solely for your personal and non-commercial purposes. You



have no right to sublicense these license rights granted by NextFlightShipping above.

- NextFlightShipping Content may be used solely for your personal and non-commercial purposes. You will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services, Applications or Collective Content, except as expressly permitted in the T&C. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by NextFlightShipping, LLC. or its licensors, except for the licenses and rights expressly granted in the T&C.

License Granted by User

- We may, in our sole discretion, permit Users to post, upload, publish, submit or transmit User Content. By making available or posting any User Content on or through the Services or Applications, you hereby grant to NextFlightShipping a worldwide, irrevocable, perpetual, exclusive, transferable, royalty-free license, with the right to sublicense, to use, view, copy, adapt, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast, disseminate and otherwise exploit such User Content. NextFlightShipping shall be entitled to the unrestricted use of all User Content for any purpose, commercial or otherwise, without acknowledgment or compensation to you. NextFlightShipping claims no ownership rights in any User Content and nothing in the T&C will be deemed to restrict any rights that you may have to use and exploit your User Content.
- You acknowledge and agree that you are solely responsible for all User Content that you make available through the Services or Applications. By posting or making available any User Content, you represent and warrant that: (i) you are the sole and exclusive owner of all User Content that you make available or post or you have all right, license, consent and release that are required to grant to NextFlightShipping, LLC. full rights in such User Content, as contemplated under the T&C; and (ii) neither the User Content nor your posting, uploading, publication, submission or transmittal of the User Content or NextFlightShipping's use of the User Content (or any portion thereof) will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.
- *Applications and Services License*
- NextFlightShipping owns and retains ownership in the NextFlightShipping Services and Applications, and all intellectual property and proprietary rights therein. Contingent upon your compliance with the terms and conditions of the T&C, NextFlightShipping hereby grants to you a limited, non-transferable, non-exclusive, non-assignable, revocable license to use the Services and Application on any Android Device that you own or control and/or any iPhone or iPod touch that you own or control and as permitted by the Usage Rules set forth in Section 9.b. of the [App Store Terms and Conditions](#) (the "Usage Rules").



This license does not allow you to use the Services or Applications on any Device that you do not own or control. The terms of the license will govern any upgrades provided by NextFlightShipping that replace and/or supplement the NextFlightShipping Platform, unless such upgrade is accompanied by a separate license in which case the terms of that license will govern.

- NextFlightShipping, LLC. reserves the right to stop offering and/or supporting our Services, Applications or any particular portion or part of our Services or Applications at any time, at which point your license to use the Service, Application or a part thereof will be automatically terminated. In such event, NextFlightShipping, LLC. shall not be required to provide refunds, benefits or other compensation to users in connection with such discontinued Services or Applications.
- You shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Services or the Applications in any way; (ii) modify or make derivative works based upon the Services or the Applications; (iii) create Internet “links” to the Services or “frame” or “mirror” any Applications on any other server or wireless or Internet-based device; (iv) reverse engineer or access the Applications to copy any ideas, features, functions or graphics of the Services or Applications whether to build competitive products or services using similar ideas, features, functions or graphics of the Services or Applications, or otherwise; (v) launch an automated program or script that unduly burdens, interferes, disrupts, hinders the integrity, operation and/or performance of the Services or Applications (or the data contained therein) in any way or for any User, including but not limited to Trojan horses, viruses, worms, web spiders, web crawlers, web robots, web ants, web indexers, bots, or any program which may make multiple server requests per second, or send and/or store in our Applications; (vi) attempt to gain unauthorized access to the Applications or Services or its related systems or networks, or circumvent or attempt to defeat any security or verification measures relating to use of the Services or Applications; or (vii) use our Services or Applications to send spam or otherwise duplicative or unsolicited messages, send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or that violates third party privacy rights or send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs.
- NextFlightShipping, LLC. has the right to fully investigate and prosecute violations of any of these T&C, including all documents and agreements referenced or incorporated herein to the fullest extent of the law. All Users hereby give NextFlightShipping full permission and authority to involve and cooperate with law enforcement authorities in prosecuting Users (including yourself) who violate the law or these T&C. You agree that NextFlightShipping, LLC. has no responsibility to, and may not, monitor your access to or use of the Services, Applications or Collective Content or review or edit any Collective Content. However, NextFlightShipping has full right and authority to do so to ensure your



compliance with our T&C, comply with applicable law, order or requirement of a court, administrative agency or other governmental body. NextFlightShipping reserves the right, at any time and without prior notice, to remove or disable access to any Collective Content that NextFlightShipping, at its sole discretion, considers to be in violation of these T&C or otherwise harmful to the Services or Applications.

- *Copyright Policy*
- NextFlightShipping, LLC. respects copyright law and the intellectual property of others and expects its Users to do the same. NextFlightShipping will terminate Users or other account holders who repeatedly infringe or are reasonably believed to be repeatedly infringing the rights of copyright holders. If you believe, in good faith, that any materials on the Services or the Applications infringe upon your copyrights, please send the following information to NextFlightShipping's Copyright Agent at info@NextFlightShipping.com:
 - A description of the copyrighted work that you claim has been infringed, including sufficient information to locate the specific place on our Services, Applications or website where the material is located. Please include sufficient information to locate the material and explain why you think an infringement has taken place;
 - A complete description of the location where the original or an authorized copy of the copyrighted work exists; i.e. an Internet address where the work is posted or the name of the book in which it was published;
 - Your address, telephone number, and e-mail address;
 - A signed statement by you that, in good faith, you believe that the disputed use is not authorized by the copyright owner, its agent, or law;
 - A statement by you, made under penalty of perjury, that the information in your notice is accurate, and that you are the copyright owner or authorized to act on the copyright owner's behalf; and
 - An electronic or physical signature of the owner of the copyright or the person authorized to act on behalf of the owner of the copyright interest.
- *Intellectual Property Rights Ownership*
- NextFlightShipping owns all intellectual property rights in and to the Services and the Applications absolutely and in their entirety. These rights include and are not limited to database rights, copyright, design rights (whether registered or unregistered), trademarks (whether registered or unregistered) and other similar rights wherever existing in the world together with the right to apply for protection of the same. All other trademarks, logos, service marks, company or product names set forth in the Services or Applications are the property of their respective owners. Your use of the Services or Applications gives you no right therein.
- *Third Party Interactions*
- During use of the Applications and Services, you may enter into correspondence with, purchase goods and/or services from, or participate in promotions of third party service providers, advertisers or sponsors showing their goods and/or



services through the Applications or Services. Any such activity, and any terms, conditions, warranties or representations associated with such activity, is solely between you and the applicable third-party. NextFlightShipping, LLC. and its licensors shall have no liability, obligation or responsibility for any such correspondence, purchase, transaction or promotion between you and any such third-party. NextFlightShipping does not endorse any sites on the Internet that are linked through the Services or Applications, and in no event, shall NextFlightShipping or its licensors be responsible for any content, products, services or other materials on or available from such sites or third party providers. NextFlightShipping, LLC. provides the Applications and Services to you pursuant to the terms and conditions in these T&C provided that certain third-party providers of goods and/or services may require your agreement to additional or different terms and conditions prior to your use of or access to such goods or services. NextFlightShipping, LLC. has no responsibility or liability arising from any agreements between you and such third-party providers.

- NextFlightShipping may rely on third party advertising and marketing supplied through the Applications or Services and other mechanisms to subsidize the Applications or Services. By agreeing to these terms and conditions you agree to receive such advertising and marketing. If you do not want to receive such advertising, you should notify us in writing. NextFlightShipping reserves the right to charge you a higher fee for the Services or Applications should you chooses not to receive these advertising services, if offered. This higher fee, if applicable, will be posted on NextFlightShipping's website located at <https://www.nextflightshipping.com/>

- **Indemnification and Breach**

- By using NextFlightShipping's Applications or Services, you agree to, and will, defend, indemnify, and hold NextFlightShipping, LLC. and our officers, directors, employees, agents and any third parties harmless for any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of your use or misuse of the Services and Applications, including: your breach of these T&C, or any Traveler or Sender Agreement to which you are subject or the documents they incorporate by reference; or your violation of any law or the rights of any third party, including, without limitation, our Users, Traveler's, Senders, other motorists, and pedestrians, as a result of your own interaction with such third party, any allegation that any materials that you submit to us or transmit to the Services or through the Applications or to us infringe or otherwise violate the copyright, trademark, trade secret or other intellectual property or other rights of any third party; your ownership, use or operation of a any vehicle used on a Package, your ownership or right to send the contents of any Package; and/or any other activities in connection with the Services. This indemnity shall be applicable without regard to the negligence of any party, including any indemnified person.



- Without limiting other remedies, NextFlightShipping, LLC. may terminate your participation in the Services, remove your information from our data bases, warn our community of your actions, issue a warning, and refuse to provide our Services to you if you breach the terms of the T&C or any Traveler or Sender Agreement to which you are subject, or the documents they incorporate by reference; we are unable to verify or authenticate any information you provide to us; we believe that your actions may cause financial loss or legal liability for you, our Users or NextFlightShipping, its affiliates, or third party providers, or subject NextFlightShipping, LLC. or you or any other User to regulation by any state or local government or regulatory agency; or if we suspect that you have engaged in fraudulent or harmful activity in connection with the NextFlightShipping Services or Applications.
- Disclaimer of Warranties and Limits on NextFlightShipping's Liability to You
- *No Warranties*
- *NEXTFLIGHTSHIPPING EXPRESSLY DISCLAIMS ANY LIABILITY THAT MAY ARISE BETWEEN USERS OF ITS SERVICES OR APPLICATIONS. USE OF OUR SERVICES AND APPLICATIONS ARE ENTIRELY AT YOUR OWN RISK.*
- *The Services and Applications are provided to you strictly on an "as is" basis without warranties of any kind, either express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose and non-infringement and all warranties are hereby disclaimed by NextFlightShipping to the maximum extent permitted by applicable law. NextFlightShipping, LLC. makes no warranties or representations about the accuracy or completeness of any content provided through the Services or Applications or the content of any websites linked to the Services and Applications.*
- NextFlightShipping, LLC. does not warrant, endorse, guarantee or assume responsibility for any service advertised or offered by a third party through the Services, Applications or any hyperlinked website or featured in any banner or other advertising and NextFlightShipping will not be a party to or in any way be responsible for monitoring any transaction between you and third-party providers of products or services, other than as provided herein.
- *Without limiting the foregoing, neither NextFlightShipping, LLC. nor its affiliates or licensors warrant or guarantee:*
- *that access to the Services or Applications will be uninterrupted, error-free, secure, timely or operate on any Device or in combination with any other hardware, application, system or data;*
- *as to the results that may be obtained from the use of the Services or Applications;*
- *that the Services or Applications, or the quality of any products, services, information or other material purchased or obtained by you through the Services or the Applications, will meet your requirements or expectations;*
- *as to the timeliness, accuracy, or reliability, of any User;*



- *as to the timeliness, accuracy, or reliability of our Services or Applications, or any information or materials provided through or in connection with the use of the Services and Applications;*
- *as to the completeness or content of any Package;*
- *that the Services or Applications are free from viruses, worms, Trojan horses, or other harmful components or that any errors or defects in the Services or Applications will be corrected; or*
- *that any personal information supplied by you will not be misappropriated, intercepted, deleted, destroyed or used by others.*
- *No Liability*
- *YOU ACKNOWLEDGE AND AGREE THAT NEXTFLIGHTSHIPPING, LLC. IS ONLY WILLING TO PROVIDE THE SERVICES AND APPLICATIONS IF YOU AGREE TO CERTAIN LIMITATIONS OF OUR LIABILITY TO YOU AND THIRD PARTIES.*
- *THEREFORE, YOU AGREE NOT TO HOLD NEXTFLIGHTSHIPPING, LLC., ITS AFFILIATES, ITS LICENSORS, ITS PARTNERS IN PROMOTIONS, SWEEPSTAKES OR CONTESTS, OR ANY OF SUCH PARTIES' AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, CORPORATE PARTNERS, OR PARTICIPANTS LIABLE FOR ANY DAMAGE, SUITS, CLAIMS, AND/OR CONTROVERSIES (COLLECTIVELY, "LIABILITIES") THAT HAVE ARISEN OR MAY ARISE, WHETHER KNOWN OR UNKNOWN, RELATING TO YOUR OR ANY OTHER PARTY'S USE OF OR INABILITY TO USE THE SERVICES OR APPLICATIONS, INCLUDING WITHOUT LIMITATION ANY LIABILITIES ARISING IN CONNECTION WITH THE CONDUCT, ACT OR OMISSION OF ANY USER (INCLUDING WITHOUT LIMITATION STALKING, HARASSMENT THAT IS SEXUAL OR OTHERWISE, ACTS OF PHYSICAL VIOLENCE, AND DESTRUCTION OF PERSONAL PROPERTY), ANY DISPUTE WITH ANY USER, ANY INSTRUCTION, ADVICE, ACT, OR SERVICE PROVIDED BY NEXTFLIGHTSHIPPING OR ITS AFFILIATES OR LICENSORS AND ANY DESTRUCTION OF YOUR INFORMATION.*
- *UNDER NO CIRCUMSTANCES WILL NEXTFLIGHTSHIPPING, LLC., ITS AFFILIATES, ITS LICENSORS, OR ANY OF SUCH PARTIES' AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, CORPORATE PARTNERS, OR PARTICIPANTS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING IN CONNECTION WITH YOUR USE OF OR INABILITY TO USE THE SERVICES OR THE APPLICATIONS, EVEN IF ADVISED OF THE POSSIBILITY OF THE SAME. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.*
- *NEXTFLIGHTSHIPPING, LLC. DOES NOT ACCEPT ANY LIABILITY WITH RESPECT TO THE QUALITY OR FITNESS OF ANY WORK PERFORMED VIA THE SERVICES OR APPLICATIONS.*
- *IF, NOTWITHSTANDING THE FOREGOING EXCLUSIONS, IT IS DETERMINED THAT NEXTFLIGHTSHIPPING, LLC. OR ITS AFFILIATES, ITS LICENSORS, OR*



ANY OF SUCH PARTIES' AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, CORPORATE PARTNERS, OR PARTICIPANTS ARE LIABLE FOR DAMAGES, IN NO EVENT WILL THE AGGREGATE LIABILITY, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED THE TOTAL FEES PAID BY YOU TO NEXTFLIGHTSHIPPING DURING THE SIX (6) MONTHS PRIOR TO THE TIME SUCH CLAIM AROSE.

- NEXTFLIGHTSHIPPING, LLC.'S SERVICES AND APPLICATIONS MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. NEXTFLIGHTSHIPPING, LLC. IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.
- *Limitation of Liability*
- IN NO EVENT, SHALL NEXTFLIGHTSHIPPING, LLC. AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING PERSONAL INJURY, LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE). NEXTFLIGHTSHIPPING, LLC. AND/OR ITS LICENSORS SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR INJURY WHICH MAY BE INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS, DAMAGE OR INJURY ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICES OR APPLICATIONS, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICES OR APPLICATIONS, ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN A TRAVELER, SENDER, ANY THIRD PARTY SERVICE PROVIDER, ADVERTISER OR SPONSOR WHOSE ADVERTISING APPEARS ON THE WEBSITE OR IS A USER OF THE SERVICES OR APPLICATIONS, EVEN IF NEXTFLIGHTSHIPPING, LLC. AND/OR ITS LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- NEXTFLIGHTSHIPPING, LLC.'S SERVICES AND APPLICATIONS INTRODUCE ITS USERS FOR THE PURPOSES OF THEM ARRANGING FOR PICK-UP, CARRY AND DELIVERY OF ITEMS OF PERSONAL PROPERTY. NEXTFLIGHTSHIPPING, LLC. CURRENTLY DOES NOT AND HAS NO OBLIGATIONS TO ASSESS THE SUITABILITY, LEGALITY OR ABILITY OF ANY USER TO PROVIDE OR COMPLETE A PACKAGE AND YOU EXPRESSLY WAIVE AND RELEASE NEXTFLIGHTSHIPPING, LLC. FROM ANY AND ALL ANY LIABILITY, CLAIMS OR DAMAGES ARISING FROM OR IN ANY WAY RELATED TO OUR USERS OR A PACKAGE. YOU ACKNOWLEDGE THAT USERS PROVIDING PICK-UP, CARRY AND DELIVERY SERVICES REQUESTED USING THE NEXTFLIGHTSHIPPING, LLC. SERVICE AND APPLICATIONS MIGHT NOT BE PROFESSIONALLY LICENSED OR PERMITTED. NEXTFLIGHTSHIPPING, LLC. WILL NOT BE A PARTY TO DISPUTES, NEGOTIATIONS OF DISPUTES BETWEEN ANY OF OUR USERS.



NEXTFLIGHTSHIPPING, LLC. CANNOT AND WILL NOT PLAY ANY ROLE IN MANAGING PAYMENTS BETWEEN OUR USERS. RESPONSIBILITY FOR THE DECISIONS YOU MAKE REGARDING SERVICES OFFERED VIA THE APPLICATIONS OR SERVICES (WITH ALL ITS IMPLICATIONS) RESTS SOLELY WITH YOU. YOU EXPRESSLY WAIVE AND RELEASE NEXTFLIGHTSHIPPING, LLC. FROM ANY AND ALL LIABILITY, CLAIMS, CAUSES OF ACTION, OR DAMAGES ARISING FROM YOUR USE OF THE APPLICATIONS OR SERVICES, OR IN ANY WAY RELATED TO ANOTHER USER OR ANY OTHER THIRD PARTY INTRODUCED TO YOU BY THE APPLICATIONS OR SERVICES, OR OTHERWISE.

- YOU EXPRESSLY WAIVE AND RELEASE ANY AND ALL RIGHTS AND BENEFITS UNDER SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA (OR ANY ANALOGOUS LAW OF ANY OTHER STATE), WHICH READS AS FOLLOWS: "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."
- THE QUALITY OF ANY TRAVELER OR THE SERVICES PERFORMED BY ANY USER AND SCHEDULED THROUGH OUR SERVICES OR APPLICATIONS IS ENTIRELY THE RESPONSIBILITY OF THE USER WHO ULTIMATELY PROVIDES SUCH SERVICES TO. ALL USERS ACKNOWLEDGE AND AGREE THAT BY USING OUR APPLICATIONS AND SERVICES, THEY MAY BE EXPOSED TO UNKNOWN THIRD-PARTIES AND CONTENTS IN PACKAGES THAT MAY BE OR ARE POTENTIALLY DANGEROUS, OFFENSIVE, HARMFUL TO MINORS, UNSAFE OR OTHERWISE OBJECTIONABLE.
- *Notices to You*
- NextFlightShipping, LLC. may give notice by means of a general notice on the Services, the Applications, electronic mail to your email address on record in NextFlightShipping's account information, or by written communication sent by first class mail or pre-paid post to your address on record in NextFlightShipping's account information. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email). You may give notice to NextFlightShipping, LLC. (such notice shall be deemed given when received by NextFlightShipping) at any time by letter delivered by nationally recognized overnight delivery service or first-class postage prepaid mail to NextFlightShipping, LLC. [5520 Logan Ave South, Minneapolis, MN 55419]
- You may not assign your responsibilities, duties and obligations (or any portion thereof) as set forth in these T&C, or any Traveler or Sender Agreement, as applicable, to any party without the prior written approval of NextFlightShipping in each instance. Any purported assignment in violation of this section shall be void.



- *Export Control*
- You agree to comply fully with all U.S. and foreign export laws and regulations to ensure that neither the Applications nor any technical data related thereto nor any direct product thereof is exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by, such laws and regulations. By using the App Store Sourced Applications, you represent and warrant that: (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

Dispute Resolution

- You agree that any legal disputes or claims arising out of or related to these T&C, including arising out of the NextFlightShipping Protection Program, any Traveler or Sender Agreement, whether such dispute or claim is related to the use of the Services and/or Applications, or the interpretation, enforceability, revocability, or validity of these T&C, or the validity of any dispute, that cannot be resolved informally shall be submitted to binding arbitration. The arbitration shall be conducted by the American Arbitration Association under its Commercial Arbitration Rules, or as otherwise mutually agreed by you and NextFlightShipping, LLC. Any judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Claims shall be brought within the time required by applicable law. You and NextFlightShipping agree that any claim, action or proceeding arising out of or related to these T&C, including arising out of any Traveler or Sender Agreement must be brought in your individual capacity, and not as a plaintiff or class member in any purported class, collective, or representative proceeding. The arbitrator may not consolidate more than one person’s claims, and may not otherwise preside over any form of a representative, collective, or class proceeding. YOU ACKNOWLEDGE AND AGREE THAT YOU AND NEXTFLIGHTSHIPPING, LLC. ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING.
- The American Arbitration Association (“AAA”) Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the “AAA Rules”) then in effect, except as modified by this “Dispute Resolution” section. (The AAA Rules are available at https://www.adr.org/sites/default/files/Commercial-Rules_Web.pdf
- or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this Section.
- A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules.
- Unless you and NextFlightShipping otherwise agree, the arbitration will be conducted in [Minnesota] If your claim does not exceed \$10,000, then the



arbitration will be conducted solely on the basis of documents you and NextFlightShipping submit to the arbitrator, unless you request a hearing or the arbitrator determines that a hearing is necessary. If your claim exceeds \$10,000, the AAA Rules will determine your right to a hearing. Subject to the AAA Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

- *General*
- No joint venture, partnership, employment, or agency relationship exists between you, any other User, NextFlightShipping, LLC. or any third-party provider as a result of a User entering into a Traveler or Sender Agreement or their use of the Services or Applications. If any provision of these T&C or any Traveler or Sender Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law. The failure of NextFlightShipping, LLC. to enforce any right or provision in these T&C or any Traveler or Sender Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by NextFlightShipping, LLC. in writing. These T&C, including all terms, conditions and agreements referenced herein, including without limitation the Travelers and Senders Agreements, comprise the entire agreement between our Users and NextFlightShipping, LLC. and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.
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NextFlightShipping Travelers Agreement

- This *NextFlightShipping Travelers Agreement* is a part of *NextFlightShipping, LLC.'s Terms and Conditions ("T&C")* located and is incorporated therein by this reference. This Agreement uses the same capitalized terms as the T&C if not otherwise defined below.
- By using our Services or Applications, each Traveler (a "*Traveler*") of any vehicle used to pick-up, carry and/or deliver personal property or goods (a "*Package*") for a third-party (a "*Sender*") using NextFlightShipping, LLC.'s Services and Applications represents, warrants, acknowledges and agrees that he/she:
 - is at least 18 years of age and has all right and authority to lawfully enter into the terms of this Agreement on his/her own behalf or on behalf of an entity that is the other party hereto;
 - possesses a valid Traveler's license;
 - has all appropriate licenses, approvals and authority to accept and complete a Package as contracted through the Services and the Applications, including in all jurisdictions in which such Traveler picks-ups, carries and/or delivers a Package;
 - will not accept Packages that require him/her to hold any licenses or other authorizations from any governmental authority with jurisdiction over him/her,



the vehicle he/she operates, or the contents of the Package, or any items within, without possessing valid licenses or authorizations for the same;

- owns, or has the legal right to operate, the vehicle used in a Package, and such vehicle is currently in good operating condition and will be in good operating condition at all times during the Package;
- is named or scheduled on the insurance policy covering any vehicle used by him/her during a Package;
- has a valid policy of liability insurance (in coverage amounts consistent with all applicable legal requirements) for the operation of his/her vehicle carry and is responsible for and will make all necessary contacts with such his/her insurance carrier in the event of a motor vehicle accident or claim against his/her insurance policy;
- Any vehicle used during a Package meets such industry safety standards and statutory, federal DOT and state department of motor vehicle requirements as may be applicable to the vehicle operated by the Traveler while on a Package;
- Will be solely responsible for any and all liability which results from or is alleged as a result of the operation of the vehicle he/she uses during a Package, including, but not limited to personal injuries, death and property damages;
- Will be solely responsible for knowing what items are contained in their Package and will inspect all packaged items prior to leaving with the Package. *If a Traveler fails to inspect items he/she does so at the Traveler's own risk. NextFlightShipping has no liability to the Traveler for any claim, loss or damage related to the inclusion of any NextFlightShipping Prohibited Item in a Package;*
- Acknowledges and agrees to NextFlightShipping's Open Box Policy and will visually inspect all items in a Package prior to departing with the Package so as not to knowingly pick-up, carry and/or deliver a Package containing any "NextFlightShipping Prohibited Items" as listed in the T&C;
- will not make any misrepresentation regarding NextFlightShipping, the Services, the Applications, or his/her status as a Traveler, or otherwise seek non-voluntary compensation from any third-party, or engage in any other activity in a manner that is inconsistent with his/her obligations under this Agreement or the T&C;
- while on a Package, will only use a vehicle that he/she has reported to NextFlightShipping using the Applications and as required therein;
- while on a Package, will not wear clothing displaying the logo or brand of any company or entity, whether or not belonging to such Traveler's employer, or other clothing which could be deemed offensive;
- while on a Package, Traveler is acting of it/she/he's own accord, on it/she/he's own free time, and not as an employee of NextFlightShipping or any other party, or as an independent contractor of NextFlightShipping (unless expressly designated as such by NextFlightShipping);
- will only accept Packages that have been contracted through the NextFlightShipping Applications and which have been photographed by the Sender using the Applications and as required therein;



- will only contract for or arrange a Package (or other similar services) with a NextFlightShipping User through NextFlightShipping's Services and Applications and will not engage in outside transactions with any User;
- is not a mover and under no circumstances is required to lift or otherwise move any item contained within a Package, including placing them in or removing them from his/her vehicle, during the Package and he/she is not or responsible for lifting or otherwise moving any items during a Package? *If a Traveler lifts or otherwise moves an item for a Sender he/she does so at the Sender's and the Traveler's own risk and NextFlightShipping has no liability to either party for any claim, loss or damage related thereto;*
- will not discriminate or harass anyone on the basis of race, national origin, religion, gender, gender identity, physical or mental disability, medical condition, marital status, age or sexual orientation;
- this Agreement is made anew for each and every Package accepted;
- only Class 1 Travelers are allowed to perform certain Packages, as determined by NextFlightShipping in its sole discretion;
- in order to become a Class 1 Traveler, a Traveler must pass the NextFlightShipping Background Check Process; and
- except as may be otherwise specifically provided in the T&Cs or by other Agreement, NextFlightShipping has no responsibility, financial or otherwise, for the performance of any Traveler.

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NextFlightShipping Senders Agreement

- This Senders Agreement is a part of NextFlightShipping, LLC.'s Terms & Conditions ("T&C") and is incorporated therein by this reference. This Agreement uses the same capitalized terms as in the T&C if not otherwise defined below.
- By using our Services or Applications, each person or company (a "Sender") who contracts with a NextFlightShipping Traveler (a "Traveler") to pick-up, carry and/or deliver personal property or goods (a "Package") using NextFlightShipping, LLC.'s Services and Applications represents, warrants and agrees that it/he/she:
 - is at least 18 years of age and has all right and authority to lawfully enter into the terms of this Agreement on his/her own behalf or on behalf of an entity that is the other party hereto;
 - owns or otherwise has the full right and authority to contract for the Package and send all items contained in a Package;
 - has not and will not include in any Package any "NextFlightShipping Prohibited Items" as listed in the T&C, whether consented to by a Traveler or not. *NextFlightShipping is not responsible for the contents or loss of any NextFlightShipping Prohibited Item. NextFlightShipping, LLC. reserves the right to dispose of the Item in its sole discretion and reserves all rights to instruct its Travelers on how to dispose of the Item, including delivery to the proper authorities;*



- has and will specifically list, photograph and disclose to the Traveler, prior to the Traveler accepting the Package, all items included in the Package;
- acknowledges and agrees to NextFlightShipping's Open Box Policy and will allow a Traveler to visually inspect all items in a Package prior to departing with the Package;
- has and will properly pack all "NextFlightShipping Special Items" in appropriate packaging to withstand transport, ensure the safety and integrity of the item and in compliance with all applicable laws;
- acknowledges and agrees that the NextFlightShipping Protection Plan does NOT cover reimbursement for any loss or damage to any Package resulting from (1) any breach of this Agreement or the T&C; (2) sending any items on the "NextFlightShipping Prohibited Items" list; or (3) inadequate packaging or failure to pack a NextFlightShipping Special Item;
- acknowledges and agrees that all responsibility and obligation to know and comply with NextFlightShipping's T&C and all laws applicable to the packing and transport of every item included in a Package rests with the Sender;
- will only contract for or arrange a Package (or other similar services) with a NextFlightShipping User through NextFlightShipping's Services and Applications and will not engage in outside transactions with any User;
- will not discriminate or harass anyone on the basis of race, national origin, religion, gender, g
- ender identity, physical or mental disability, medical condition, marital status, age or sexual orientation;
- acknowledges and agrees that this Agreement is made anew for each and every Package ordered by it/him/her; and
- except as may be otherwise specifically provided in the T&Cs or by other Agreement, NextFlightShipping has no responsibility, financial or otherwise, for the performance of any Traveler.
- Packages posted for over 30 days will be taken off the website.