

February 2022

Terms of Service

SKYFOXLLC

PLEASE READ THESE TERMS OF SERVICE (“TERMS OF SERVICE”) CAREFULLY BEFORE USING OUR SERVICES. BECAUSE THESE TERMS OF SERVICE CONSTITUTE A LEGALLY BINDING CONTRACT BETWEEN YOU AND SKY FOX TRANSPORT LLC. (“DISPATCH,” “WE,” “US,” OR “OUR”) FOR YOUR USE OF DISPATCH SERVICES (DEFINED BELOW).

ANY INDIVIDUAL AGREEING TO BE BOUND BY THIS AGREEMENT ON BEHALF OF AN ORGANIZATION OR OTHER LEGAL ENTITY REPRESENTS THAT SUCH INDIVIDUAL HAS THE AUTHORITY TO BIND SUCH ENTITY TO THE TERMS AND CONDITIONS CONTAINED HEREIN.

CUSTOMER SHALL NOT ACCESS OR USE THE SERVICES WITHOUT PRIOR WRITTEN CONSENT OF DISPATCH IF CUSTOMER IS OR BECOMES A DIRECT COMPETITOR TO DISPATCH OR ITS AFFILIATES.

CHANGES TO TERMS

We may change, modify, add or remove portions of these Terms of Service (each, an “Update”) at any time and in our sole discretion with or without prior notice to you and such Updates will be effective immediately. If we make Updates to these Terms of Service, we will change the “Last Updated” date above and describe the changes in a chart at the bottom of these Terms of Service. Your continued use of our Dispatch Services will confirm your acceptance of the updated Terms of Service. We encourage you to frequently review these Terms of Service to ensure you understand the latest terms and conditions associated with use of our Dispatch Services. If you do not agree to the updated Terms of Service, you must discontinue using our Dispatch Services.

DEFINITIONS

- “Bill of Lading” refers to a document provided by the Carrier to the Customer at Delivery documenting the details of the Shipment, such as its condition upon Pickup, Origin, and Destination. Bill of Lading will serve as a receipt from the Carrier and Customer.
- “Carrier” means a motor carrier of property, as defined at 49 U.S.C. §13102(14), duly licensed by State and/or Federal Department of Transportation, or a carrier of goods by sea pursuant to 46 U.S.C. § 30701.
- “C.O.D.” means collect on delivery or payment on delivery.
- “Contract” or “Order Confirmation” means any written contract or confirmation from Dispatch to the Customer confirming the Customer’s Order and other details, including, but not limited to, description of Shipment, Origin, Destination, dates, expected luggage, and quoted rate.
- “Customer” means the individual, company or other entity, including its agents and representatives, ordering the transportation of Shipment.
- “Delivery” refers to the process of dropping off the Shipment.
- “Destination” or “Delivery Location” means the Shipment drop off location designated by the Customer or as later modified by mutual agreement between the Carrier and Customer prior to delivery.

- “Inoperable” means a state or condition in which a Shipment cannot function or be driven for any reason including but not limited to its parts having been removed, altered, damaged or deteriorated.
- “Order” means Customer’s request for Dispatch to arrange for the transportation of Customer’s Shipment.
- “Pickup” refers to the process of picking up the Shipment.
- “Origin” or “Pickup Location” means the Shipment pick up location designated by Customer or as later modified by mutual agreement between Carrier and Customer prior to transport.
- “Shipment” means the Customer’s property — generally, an automobile or motorized vehicle — arranged for transportation in accordance with these TERMS

DISPATCH SERVICES

After the customer signs a contract with us, Dispatch will arrange for the transportation of Customer’s Shipment by Carriers, subject to these TERMS. We reserve the right to refuse or cancel any Order at any time.

Customer understands and accepts that Sky Fox Transport LLC (i) operates only as a transportation broker, (ii) is not a motor carrier or transporter, and (iii) does not directly provide transportation for property.

Dispatch shall provide Customer with an estimated pickup and estimated delivery date, as well as any relevant information regarding the pickup or delivery process. Please note that delays may occur prior to, and/or during transport due to weather or road conditions, government regulations, mechanical problems, and other causes that are beyond Dispatch’s control. Dispatch cannot and does not guarantee delivery dates or times. Customer understands and accepts that Dispatch is not responsible or liable for any losses or expenses caused by delays of any kind or for any reason.

CUSTOMER'S RESPONSIBILITIES

Accuracy of Information. Customer understands and accepts that they are responsible for providing complete and accurate information of the Shipment, including but not limited to the descriptions of the Shipment (year, make, model, VIN, etc), Delivery Location, Pickup Location, Personal Effects, and any special instructions regarding Pickup, Delivery, or the Shipment. Customer must notify Dispatch of any corrections, changes, or additions to the Order or Shipment prior to Pickup. Such corrections, changes, and additions may result in the cancellation of the Order, change in Carrier, and/or additional charges. Customer waives all claims against Sky Fox Transport LLC for any additional charges or cancellation if the Shipment does not match the Shipment listed in the Order Confirmation.

Shipment Condition. Customer must provide Dispatch with a complete and accurate description of the Shipment's condition upon requesting Dispatch Services and prior to Pickup. Customer understands and accepts that Carriers reserve the right to charge additional fees or refuse to transport the Shipment if the Shipment is or becomes inoperable before or during transit, if the Shipment deviates from standard examples of Vehicles, or there are other, undisclosed problems with the Shipment. These deviations and problems may include, but are not limited to, Vehicles with modifications (extra-large tires, racks, lifted chassis, etc), Vehicles with features that may make it difficult to load (aftermarket spoilers, lowered chassis, height modifications, etc), or large Vehicles (limousines, hearses, etc).

Personal Effects. Customer must inform Dispatch of any additional contents that will be in the Shipment, such as, but not limited to, suitcases, boxes, or other personal effects, at the time of booking and prior to the pick up date. Customer must disclose the expected weight and/or volume of the Personal Effects and provide any necessary information and/or pictures requested by Dispatch. Personal Effects must be placed inside of the Vehicle and must not block the driver's seat, side mirrors, or operating mechanisms, such as the shift gear, steering wheel, or pedals. Customer understands and accepts that Dispatch and/or Carrier may charge additional fees for excessive weight or volume and/or request Customer to rearrange or remove Personal Effects in order to comply with safety regulations.

Preparing Personal Effects. Customer understands and accepts that Customer is solely responsible for preparing the Shipment for transportation. Customer must secure or remove all loose parts, fragile accessories, Personal Effects, etc, and remove any Personal Effects outside of the Vehicle prior to Pickup. Customer understands and accepts that Customer is responsible for any damages, losses, or claims to the Shipment, other vehicles and/or persons that are caused by any part of the Shipment that becomes loose or detached during the transport.

Contents of Personal Effects. Customer understands and accepts that the Carrier and Dispatch reserve the right to reject any Personal Effects or refuse to transport the Shipment if transporting such Personal Effects is unsafe or violates the law. Customer is advised not to leave any negotiable instruments, legal papers, jewellery, furs, money, cash or currency, antiques, or any valuable articles in the Shipment. Customer understands and accepts that Dispatch and Carrier are not responsible for Personal Effects, no matter their value. If Customer puts Personal Effects in the Shipment, they do so at their own risk.

Prohibited Items. Customer understands and accepts that Customer is expressly prohibited from loading any explosives, guns, ammunition, weapons, flammable products, live pets, live plants, any contraband, drugs or narcotics, alcoholic beverages, and or any illegal goods in the Shipment. Customer understands and accepts that upon discovery, such prohibited items and/or the Shipment may be confiscated or disposed of by law enforcement, or the Carrier and the Order may be cancelled in entirety without any remuneration or compensation to Customer and Customer will be solely responsible for any fees, fines, damages, or other liabilities arising from a violation of this Section.

YOUR FEEDBACK

We welcome feedback, comments and suggestions for improvements to Dispatch Services (“Feedback”). You can submit Feedback by emailing us at skyfoxtransportmail.com. You grant us a nonexclusive, irrevocable, worldwide, royalty-free, fully paid up right and license to use any Feedback provided by you to us with respect to Dispatch Services, and we can use, disclose, reproduce, license and otherwise distribute and exploit Feedback in any manner without obligation or restriction of any kind on account of intellectual property rights or otherwise. Dispatch will treat any Feedback you provide to us as non-confidential and non-proprietary.