

FOXinGREEN TERMS OF SERVICE

Welcome to the FOXinGREEN Terms of Service! These terms of service serve as an agreement between Green Fox Logistics Inc. (the “**Company**”) and you (the “**User**”) and govern your use of the Company’s applicable Services (as defined below). These terms of service will be referred to herein as the “**Agreement**”. By clicking that you accept the terms of the Agreement or by using any of the Services, you agree to be bound by this Agreement. In case you are entering into this Agreement on behalf of another legal entity, such other legal entity shall be considered the User, you represent that you have the authority to execute this Agreement for such entity. This Agreement is applicable whether Services are accessed through the Company’s websites foxin.green, www.foxingreen.com or any other website related to the Services operated by the Company (collectively, the “**Website**”), through the Company’s mobile/online application (the “**Application**”) or otherwise, and is effective once the User clicks “accept” or begins using the Services, the earlier (the “**Effective Date**”).

1. The Services

The Company provides moving services, as well as the use of its Website and Application which allow for online placement of orders for the Company’s moving services (“**Orders**”), tracking of Orders, and other functionalities the Company may make available from time to time with respect to the moving services (such moving services alongside the access to, and use of the end user features of, the Website and Application, collectively, the “**Services**”). The items which the Company will move within the scope of the Services are solely the following: small or medium items of furniture, a Mattress, up to five Boxes (a “**Box**” shall mean a parcel, package, carton, or similar container) and the contents of such boxes, and any other object that the Company agrees to transport on a case by case basis. The contents of any move however shall be limited to 100 cb.ft (cubic feet), unless agreed otherwise by the Company on a case by case basis. The Services are made available subject to the terms of this Agreement, and contents which may be moved is subject further to the limitations in the remainder of this Agreement.

Notwithstanding anything herein to the contrary (a) the Company reserves its discretionary right to refuse any orders and to decide from time to time which portions of the Services (if any) it makes available to each User; and (b) the Company reserves its discretionary right to refuse to move certain items, in accordance with its internal policies in effect from time to time. The exact scope of Services offered by the Company to each User may further differ, dependant on the geographic location and type of the User (i.e. B2C User or B2B User). Certain Services may also not be available to minors under the age of 16.

2. Grant of Rights

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2.1. Subject to the terms of this Agreement, Company hereby grants User, solely for its own end-use, a limited, non-exclusive, non-transferable, non-sublicensable, revocable right during the term of this Agreement alone to access the end-user facing interfaces of the Application and Website made available by the Company in order to use the Services in accordance with their intended use.

2.2. Users are not permitted (and shall not assist or authorize any others) to: (a) copy, reproduce, modify, create derivative works from, or download, all or any portion of the Application or Website; (b) decompile, reverse engineer or otherwise attempt to discover any source code from all or any part of the Application or Website; (c) sell, rent, license, transfer or otherwise commercially exploit or dispose of the Application or Website; (d) obtain unauthorized access to the Application or Website; (e) use the Application or Website for advertising, solicitation, sale or dissemination of unsolicited messages or notices; (f) use the Application or Website in order to create or disseminate any viruses, worms, trojan horses or other malicious software; (g) use or launch any data mining or any similar data gathering or extraction tools or methods, in connection with the Application or Website; (h) use the Application or Website in any manner that damages, disables, overburdens, or impairs the

Application or Website, the Company's systems or servers, or the infrastructure on which the Website or Application operate; (i) use the Application or Website in order to create or disseminate, or otherwise make available through the Application or Website, any unlawful, harmful, threatening, defamatory, discriminatory, offensive, obscene, infringing, and/or harassing content; (j) use the Application or Website in violation of any applicable law; or (k) attempt any of the foregoing.

2.3. For avoidance of doubt, Users shall be responsible, as a condition to use of the Services, to meet any technical requirements for use of the Services, including without limitation, the requirements to maintain adequate operating system and network infrastructure, all as may be specified herein or elsewhere on the Website or Application from time to time (User acknowledges that the Services may otherwise not be available, or may not operate properly).

3. Registration and Placement of Orders

3.1. User acknowledges that use of certain of the Services may require registration and a creation of an account for such User (an "**Account**"). Furthermore, the registration, Order placement process, and certain other parts of the Services may require of User to provide information regarding (but not limited to) its full name, its e-mail address, its phone number, information about pick up and drop off locations and other information. Each User represents and warrants that all information it or its Authorized Users (as defined below) submit to the Company (through the Application, Website or otherwise), is accurate and truthful, and they shall update and maintain the accuracy of such information throughout the Term if needed.

3.2. An Account may not be shared or used by more than one User, unless an Account has been established for an organization, in which case such Account may be accessed by any authorized member within the organization (each an "**Authorized User**").

3.3. Each User shall be responsible to keep all credentials and passwords for access to the User's Account and the Services secure and confidential, and shall be fully responsible for any use or access to the Services through its Account. Users shall promptly report to Company of any misuse of their Account of which they become aware.

4. Charges and Payment

4.1. The Services are subject to the following fees (fees for the Company's moving services are fixed): US\$149 for a one man Job and US\$249 for a two men Job, paid in advance. An initial estimation of whether a job is a one man or two man job will be made on the Application or Website at the time of Order, though the Company shall have sole discretion to classify any job initially classified as a one man job, as a two man job (and vice versa), if the Company, upon actual performance of a job, deems the conditions or contents of such job to reasonably require a different amount of movers despite its initial description. Company accepts payments via credit card or PayPal.

4.2. The Company has adopted a No Tips policy. The Company adequately compensates its personnel, and has instructed them not to ask for tips from Users. Users are requested to avoid tipping the Company's personnel.

4.3. Except as explicitly set forth in this Agreement, all payment obligations are non-cancelable and non-refundable. All fees exclude any applicable taxes, and User shall bear any sales, usage, excise, value added, or similar taxes to the extent applicable. If applicable law requires User to withhold any amount from its payments, User shall advise Company in advance and in writing, will only withhold amounts after it has provided Company adequate opportunity to provide certification of exemption or reduction (and in accordance with such certification), and shall provide Company with copies of documents related to User's withholding upon Company's request.

4.4. For avoidance of doubt, purchase of Third Party Services (as defined below), such as purchase of insurance policies through the Services, may be subject to payment of further fees/commissions to the Company and the applicable third party providing such Third Party Services (such as the insurer).

Any payment details provided by a User for such purpose to Company may be submitted to the applicable Third Party Services provider for processing of the payment.

5. Services Warranty

5.1. The Company warrants that the moving services included in the Services will be provided in a courteous and workmanlike manner, by personnel adequately skilled to provide such services (the “**Services Warranty**”).

5.2. In the event of a non-conformance of the Services to the Services Warranty, as User’s sole remedy for such non-conformance, Company shall use commercially reasonable efforts to correct the non-conforming Services at no additional charge to User, and in the event the Company notifies User in writing it cannot successfully correct the Services with the use of such efforts within a reasonable time, the User shall be entitled to terminate the applicable Order and receive a pro-rated refund of the fees pre-paid by User.

6. User's Obligations

6.1. Without derogating from any other obligation of the User pursuant to this Agreement, Users shall: (a) be present (or arrange for somebody else on their behalf to be present) at the pick and drop off location for any Order, in order to meet Company’s personnel and provide them access to the premises, at the time of Company’s arrival for pick up and drop off (respectively) for such Order; (b) ensure that all necessary rights for Company to enter the pick up and drop off locations and perform the Order in such locations have been attained; (c) ensure that the contents of any delivery match the description entered by the User when placing the Order, as well as the maximal allowances and limitations for deliveries specified in this Agreement or elsewhere in the Website or Application; (d) comply with all applicable laws in User’s use of the Services; and (e) not utilize the Services to move any weaponry, explosive or hazardous materials, livestock, narcotics, stolen goods, or (without limitation of the generality of Section 6.1(d)) any items which are illegal to possess or hold under applicable law. User shall promptly notify Company of any breach of this Agreement of which it becomes aware. User shall indemnify and hold Company harmless for any failure by User to comply company,with User’s obligations under this Section 6.1.

6.2. In the event of a breach by User of any of its obligation under this Agreement (including without limitation the obligation to timely pay any fees when due), Company shall be entitled to take any one or more of the following actions: (i) suspend or refuse provision, or User’s access to, the Services or any portion thereof, (ii) block User’s access to User’s Account, (iii) terminate User’s Account, or (iv) terminate this Agreement in accordance with Section 13.

7. User Data

7.1. The Company undertakes to use, store, handle, process and transfer the data and content submitted by User through the Services, including without limitation any identifying or non-identifying information related to such User or third parties (collectively “**User Data**”) solely as specified in the Company’s Privacy Policy which can be found here: [[add link](#)] (the “**Privacy Policy**”), or as otherwise permitted in this Agreement.

7.2. User represents and warrants that it has the adequate rights (a) for the submission to Company of User Data, and (b) to permit Company to make any use or transfer permitted hereunder to be made with respect to such User Data. User shall have the exclusive responsibility and liability for ensuring it has the foregoing rights with respect to the User Data, as well as for any of its own acts or omissions in respect to the User Data through the Services, including without limitation, for the legality, reliability, authenticity, integrity, accuracy, and completeness of the User Data which User has submitted.

7.3. User gives its consent to Company, and grants Company with a worldwide, royalty-free, and non-exclusive license, to collect User Data submitted through the Services, store such User Data in the Company's servers or third party's external servers which are utilized for the provision of the

Services, and to use, handle, process and transfer such User Data solely as specified in the Company's Privacy Policy, or as otherwise permitted in this Agreement. It is clarified that such permitted uses include, without limitation: (a) use in order to provide or improve the Services, (b) compiling of statistical information and insights related to the Services, their performance or their use, and use of such statistical information and insights (including without limitation public use in aggregated non identifying form), (c) transferring such information to applicable Third Party Services providers as required to provide the Services (such as providers of hosting services for storage of User Data stored as part of the Services) or Third Party Services specifically elected by User to be used/purchased through the Services by User so that such Third Party Services may be provided, or (d) transferring User Data to a successor entity of Company by way of merger or acquisition of Company's applicable assets, provided such successor entity will be bound by the requirements of this Agreement with respect to its use of such User Data.

7.4. User shall indemnify and hold Company harmless for any failure to comply with User's obligations or any breach of User's warranties under this Section 7. While Company is not responsible to verify the accuracy or legitimacy of any User Data submitted through the Services, Company reserves the right to remove any User Data which it deems to be in violation with any of the terms set forth herein or applicable law, at Company's sole discretion.

8. Confidentiality

8.1. Each party may be provided with, given access to, or exposed to, Confidential Information of the other party in connection with this Agreement. "**Confidential Information**" shall mean any information and data which should reasonably be assumed to be of a confidential nature, whether in oral, written, graphic, machine-readable form, or in any other form, including but not limited to non public proprietary, technical, development, sales, pricing, operating, performance, cost, and business information, and all record bearing media containing or disclosing such information, which is disclosed or made available by one party to the other party pursuant to this Agreement. Without derogating from the generality of the foregoing, Confidential Information of the Company shall include all non-public details relating to the Services, and the results of any performance tests of the Services and any output of the Services (excluding any User Data reflected in such output), and Confidential Information of the User shall include the User Data.

8.2. Notwithstanding the above, Confidential Information shall not however include any information that: (a) is or becomes publicly known other than through any act or omission of the receiving party; (b) was in the receiving party's lawful possession before disclosure by disclosing party, or (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure.

8.3. Each party shall hold the other party's Confidential Information in strict confidence, shall not disclose or make such Confidential Information available to any third party other than as permitted herein or in the Privacy Policy, and shall not use such Confidential Information for any purpose other than for performing its obligations under this Agreement or as permitted herein or in the Privacy Policy. Notwithstanding the above, either party may disclose Confidential Information of the other party if compelled to do so by a court or authority of competent jurisdiction, provided it provides the other party, to the extent legally permissible, reasonable notice of such disclosure and opportunity to attain a protective order or other similar remedy.

8.4. In addition to disclosures permitted in the Privacy Policy or herein, each party shall be entitled to disclose the other party's Confidential Information only to its officers, directors, employees, contractors and consultants ("**Representatives**"), on a need to know basis, provided that such Representatives are bound by confidentiality obligations at least as strict as those of this Agreement, and provided further that such party shall be responsible for and liable to any non-compliance with the requirements of this Agreement by such Representatives.

9. Proprietary Rights

9.1. Company retains all right, title and interest, including without limitation all patents, copyrights, trade secrets, trademarks, and any other intellectual property rights in and to (i) the Website, Application and any other parts of the Services, (ii) the technology underlying them, (iii) any marks, logos or content placed by the Company or its Representatives on the Website or Application or which are otherwise associated with the Services, (iv) any improvements, updates, upgrades, error-corrections or other modifications to the Website, Application and any other parts of the Services made available by Company, (v) any documentation of the Services made available by Company, and (vi) any derivative work based on any of the foregoing. Except for the limited license expressly granted to User in Section 2 hereunder, this Agreement does not grant User any rights to Company's intellectual property (including without limitation in any of the aforementioned items).

9.2. As between the parties, User retains all right, title and interest, including without limitation all patents, copyrights, trade secrets, trademarks, and any other intellectual property rights in and to the User Data. Except for the limited rights to collect, use, store, handle, process and transfer the User Data in the manner specified hereunder, this Agreement does not grant Company any rights to User Data.

9.3. The Company takes user feedback very seriously, and constantly uses it to improve its Services and for other related purposes. User agrees that where it provides feedback, ideas or other input about the Services ("**Feedback**") to the Company, the Company receives a royalty free, perpetual, worldwide, irrevocable, transferable, sub-licensable right to use any such Feedback, for improving and expanding its Services as well as for any other reasonable uses.

10. Third Party Services, Websites and Applications

10.1. User acknowledges that Company may make available for purchase through the Services certain services and offerings of third-parties, including without limitation the option to purchase certain insurances by User with respect to the Services (any services and/or infrastructure of third parties shall be referred to herein as "**Third Party Services**"). Where a User purchases such Third Party Services through the Services, it is engaging with the providers of such Third Party Services with respect to such Third Party Services, and not with the Company (and such Third Party Services are subject to the applicable terms or agreements of the Third Party Services provider, and not by this Agreement; for instance in the event insurance is purchased, the applicable insurer alone, and not the Company, will provide the insurance, and such insurance will be subject to the applicable terms and agreements of such insurer). Additionally, the Services may link to certain websites and applications which are external to the Services. Such third-party websites or application are governed solely by their applicable third party terms or agreements, and not by this Agreement.

10.2. User further acknowledges that the Company also utilizes certain Third Party Services in order to make its own Services available, such as, without limitation, providers of hosting services for storage of User Data on external servers controlled by such Third Party Services providers, and that the continuing availability and access to the Services may be dependent on the continuing availability to Company of the applicable Third Party Services.

10.3. USER ACKNOWLEDGES THAT COMPANY DOES NOT CONTROLE OR OPERATE THE THIRD-PARTY SERVICES, WEBSITES AND APPLICATIONS AND THAT COMPANY SHALL HAVE NO LIABILITY WHATSOEVER HEREUNDER WITH RESPECT TO OR IN CONNECTION WITH ANY THIRD PARTY SERVICES, OR WITH RESEPECT TO ANY WEBSITE OR APPLICATION OF A THIRD PARTY TO WHICH THE SERVICES LINK OR REFER. THE COMPANY MAKES NO WARRANTIES OR ASSURANCES WHATSOEVER WITH RESPECT TO ANY THIRD-PARTY SERVICES.

11. Disclaimer

11.1. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, ASIDE FROM THE SERVICES WARRANTY, THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND WHATSOEVER; AND ALL EXPRESS AND IMPLIED WARRANTIES IN CONNECTION WITH THE SERVICES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES

OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SECURE, UNINTERRUPTED OR ERROR/BUG FREE USE, AVAILABILITY OR NON-INFRINGEMENT, ARE EXPRESSLY DISCLAIMED.

11.2. For avoidance of doubt, any timelines or schedules provided (whether on the Application, website or otherwise) for the performance of any services by the Company (including without limitation for pick-up, delivery or otherwise) are estimates alone. While the Company aims to meet such schedules and timelines, it does not guarantee or assure they shall be met. User also acknowledges that the Services rely on the transfer of data over communications networks and facilities, and that the Services may be further subject to limitations, delays and other problems inherent in the use of such communications network and facilities.

12. Limitation of Liability

12.1. THE COMPANY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, EXPENSE (COLLECTIVELY "DAMAGES") IN RESPECT OF ITEMS MOVED, OR THE PREMISES FROM WHICH THEY HAVE BEEN PICKED UP OR DROPPED OFF (OR ANY OTHER LOCATION EN ROUTE), UNLESS (AND ONLY IF) THERE IS CLEAR EVIDENCE DEMONSTRATING THAT SUCH DAMAGES WERE CAUSED AS A RESULT OF THE GROSS NEGLIGENCE OF THE COMPANY'S PERSONNEL; IN WHICH CASE THE COMPANY'S SOLE LIABILITY, AND USER'S SOLE REMEDY FOR SUCH DAMAGES WILL BE FOR THE COMPANY TO MAKE GOOD TO A REASONABLE STANDARD, THE DAMAGED ITEMS OR AREA ALONE. TO THE EXTENT USER IS NOT THE OWNER OF THE PICK UP OR DROP OFF PREMISES, IT SHALL ENSURE THEIR OWNER HAS AGREED TO THE LIMITATIONS OF THIS SECTION. IT IS CLARIFIED, WITHOUT DEROGATING FROM THE FOREGOING, THAT IN ALL CIRCUMSTANCES THE COMPANY'S LIABILITY IS FURTHER SUBJECT TO THE LIMITATIONS OF THE REMAINDER OF THIS SECTION 12.

12.2. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT SHALL THE COMPANY'S BE LIABLE, WHETHER IN TORT, CONTRACT, OR ANY OTHER THEORY OF LAW, FOR (A) ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR OTHER SIMILAR DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, LOSS OF BUSINESS, REPLACEMENT TRANSPORTATION COSTS, INJURY TO FEELINGS, CORRUPTION OF DATA OR INFORMATION, ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT, THE SERVICES, THE WEBSITE OR THE APPLICATION; AND (B) OTHER THAN WITH RESEPECT TO DAMAGES ARISING DIRECTLY FROM THE COMPANY'S WILLFUL MISCONDUCT OR FRAUD, FOR A TOTAL LIABILITY AMOUNT, FOR ALL CLAIMS ARISING OUT OF, OR IN ANY WAY CONNECTED TO, THIS AGREEMENT, THE SERVICES, THE WEBSITE OR THE APPLICATION, IN THE AGGREGATE FOR ALL SUCH CLAIMS, IN EXCESS OF THE AGGREGATE FEES PAID TO COMPANY BY SUCH USER IN THE 6 MONTHS PRIOR TO THE FIRST EVENT GIVING RISE TO LIABILITY HEREUNDER. NOTWITHSTANDING THE ABOVE, ANY USE BY A USER OF FREE OF CHARGE PORTION OF THE SERVICES IS AT SUCH USER'S SOLE RISK, AND COMPANY SHALL HAVE NO DIRECT LIABILTIY TO SUCH USER WITH RESPECT TO SUCH USES WHATSOEVER.

12.3. While the Company may procure insurance with respect to the contents moved by it as part of the Services, it is not obligated to do so and does not assure that it will. User alone shall be responsible to arrange for any insurance User deems required to cover the items transported, against any insurable risks it deems necessary (especially seeing as Company's liability is limited in the manner specified in this Section 12).

13. Term and Termination

13.1. This Agreement shall commence on the Effective Date and shall continue until terminated in accordance with this Section (the "Term").

13.2. A User may terminate this Agreement by deleting its Account or providing written notice of termination to the Company and then ceasing all use of the Website and Application, in which case the Agreement shall terminate immediately upon deletion or receipt of a termination notice by the Company (as applicable), subject however to the following sentence. The terms of the Agreement shall be deemed to apply however to any accepted Order still outstanding at the time of termination by User until its completion. An accepted Order may be terminated by User through the intended

interfaces of the Website or Application, or in any other manner permitted by the Company on a case by case basis.

13.3. The Company may, in its sole discretion, terminate the Agreement and any outstanding Orders or cease providing the Services or any portion thereof, at any time, for convenience or inability to continue providing the Services, by written notice posted on its Website, Application or otherwise, with immediate effect.

13.4. Either of User or Company may terminate this Agreement and any outstanding Orders if the other party materially breaches this Agreement (it being clarified that, without limitation, any failure by a User to timely pay any fees due, or to comply with the obligations restriction of Sections 2.2, 6, or 7, shall be considered material breaches), by providing written notice to the breaching party specifying the breach. Where the User provides such notice, such notice shall be effective only 15 days after its receipt, provided the breach was not cured within such cure period by the Company.

13.1. Upon termination or expiration of this Agreement, for any reason whatsoever, all rights granted to User under this Agreement shall immediately terminate and User shall immediately cease any use of the Application and Website. Only where termination of an order is by Company for convenience in accordance with Section 13.3 or by User for Company's breach in accordance with Section 13.4, shall the User be entitled to receive a pro-rated refund of any fees pre-paid by such User for the corresponding unused portion of the Services the User has paid for. It is clarified however, notwithstanding anything to the contrary herein, that any other event of termination shall not affect User's obligations to pay for the entirety of the fees due from such User regardless of such termination (inclusive of fees for any Order accepted by the Company, even if it is not fulfilled due to termination), and no refunds shall be due to User, unless the Company approves otherwise in writing, at its sole discretion.

13.2. User acknowledges that following termination of the Agreement, the User Data will no longer be available to User through the Services or otherwise made available to it by the Company (and Company shall be entitled to destroy any User Data in its possession, if any).

13.3. Any provision that by its nature is intended to survive termination or expiration, including without limitation Sections 4, 6-9, 10.3, and 12-15 of this Agreement, shall survive and not be affected by the termination of this Agreement.

14. Electronic Communications

By approving this Agreement, User also approves receipt from Company of electronic communications regarding the Services, as well as instructional, advertisement, and promotional materials with respect to the Services through the Website, Application, E-mail or other medias. Users may revoke their consent in the manner specified in each correspondence or by notifying Company of their revocation at the following e-mail address: legal@foxin.green.

15. Miscellaneous

15.1. The headings used in this Agreement are for convenience of reference only and shall not affect the interpretation or meaning of the terms and provisions of this Agreement.

15.2. This Agreement constitutes the entire agreement between the parties regarding the use of the Services (inclusive of the use of the Application and the Website), and supersedes any previous arrangement, understanding or agreement between the parties, written or oral, relating thereto (it being clarified thought that the Company's Website Terms (which apply to use of the Website without access to the Services) as well as the Company's Privacy Policy apply alongside this Agreement).

15.3. No modification to this Agreement, nor any waiver of any rights, will be effective unless made in writing and signed by the applicable party.

15.4. Neither party's waiver of any breach or default of any provision of this Agreement shall constitute a waiver of other provisions or any other right hereunder, or a waiver of any subsequent breach or default.

15.5. Unless expressly provided otherwise herein, all remedies hereunder are cumulative and do not exclude any other remedies available by law.

15.6. If any provision of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in full force and effect.

15.7. This Agreement does not confer any rights on any third party.

15.8. The parties expressly agree that they are independent contractors; and nothing in this Agreement is intended to or shall be interpreted to create a partnership, employment relationship, or a joint venture between the parties, nor shall it authorize either party to act as agent for the other.

15.9. User shall not, without the prior written consent of the Company, assign this Agreement or any of its rights or obligations hereunder. The Company may, at any time, freely assign or sub-contract any or all of its rights or obligations under this Agreement. Any assignment in contradiction to the foregoing shall be null and void.

15.10. Any disputes or claims arising out of or in connection with this Agreement, the Website, the Application or the Services, will be governed by and construed in accordance with the laws of the State of New York, excluding its conflict of law principles. The parties irrevocably agree that the competent courts of New York, NY, shall have exclusive jurisdiction to settle any disputes or claims arising out of or in connection with this Agreement, the Services, the Website or the Application. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT.

15.11. Any required or permitted notices hereunder must be given in writing (a) if to the Company, by E-mail to the following address: legal@foxin.green, or to the following address: Green Fox Logistics Inc. 1955 1st/ avenue 10029 NY, USA, by registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier; and (b) if to User by e-mail to the e-mail address with which User registered for the Services or by a message to User through the Application or Website. Notices will be deemed given within 1 Business Day from the delivery date if sent by E-mail or electronically as aforementioned, and within 5 Business Days from the delivery date if sent by other methods permitted herein.

15.12. The Company may freely change the terms of this Agreement (inclusive, without limitation, changes of pricing) by posting new or updated Terms of Services on its Website or Application, such updated or new terms to be effective in respect of each User immediately as of their posting (provided that pricing changes shall not apply to services already paid for).

If you have any questions about these Terms, please feel free to contact us at: legal@foxin.green

Last updated: April 13, 2021.