

FOXinGREEN WEBSITE TERMS

Welcome to the FOXinGREEN Terms of Service! These terms (the “**Terms**”) serve as an agreement between Green Fox Logistics Inc. (the “**Company**”) and you (the “**User**”) and govern your use of the Company’s website websites foxin.green, www.foxingreen.com or any other website operated by the Company (the applicable website being used by you shall be referred to as the “**Website**”). By using the Website you agree to be bound by these Terms.

1. General

Users are only permitted to make regular, personal or organizational internal (as applicable), use of the Website, subject at all times to these Terms. Use of the Website may further require Users to meet certain browser, operating system and other infrastructure requirements as may be specified on the Website from time to time.

2. Other Services of the Company

Use of the Company’s application, or other services offered by the Company (collectively, “**Other Services**”), including without limitation certain services or features related to the Company’s moving services which are offered through the Website, are governed by additional terms or agreements that Users shall be required to agree to as a condition to such use (“**Additional Terms**”). A User may also be required to agree to such Additional Terms if a User registers through the Website or logs in as a registered user to use the Website. It is clarified that these Terms do not apply to Other Services, and no license or rights are granted with respect thereto under these Terms. Additional Terms and these Terms apply alongside each other, and do not derogate from each other.

3. Use Restrictions

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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 Website; (c) sell, rent, license, transfer or otherwise commercially exploit or dispose of the Website; (d) obtain unauthorized access to the Website; (e) use the Website for advertising, solicitation, sale or dissemination of unsolicited messages or notices; (f) use the 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 Website; (h) use the Website in any manner that damages, disables, overburdens, or impairs the Website, the Company’s systems or servers, or the infrastructure on which the Website operates; (i) use the Website in order to create or disseminate, or otherwise make available through the Website, any unlawful, harmful, threatening, defamatory, discriminatory, offensive, obscene, infringing, and/or harassing content; (j) use the Website in violation of any applicable law; or (k) attempt any of the foregoing.

3. Registration

User acknowledges that use of certain portions of the Website may be subject to registration and a creation of an account for such User (an “**Account**”). The registration process may require of User to provide information regarding (but not limited to) its full name, its e-mail address, its phone number or other information, and may also require of Users to agree to Additional Terms, as specified above. Each User is fully liable and responsible for any use or access to the Website through its Account. Each User represents and warrants that all information it submits through the Website, is accurate and truthful, and User shall update and maintain the accuracy of such information.

4. User’s Obligations

Without derogating from any other obligation of the User pursuant to these Terms, the User is

responsible to: (a) enter accurate details and credentials in its use of the Website, and maintain all details and credentials entered accurate; (b) keep all credentials and passwords for access of the User's Account secure and confidential, and promptly report any misuse of User's Account which it becomes aware of; (c) comply with all applicable laws in User's use of the Website. In the event of a breach of any User obligation under these Terms, Company shall be entitled to take any one or more of the following actions: suspend or refuse User's access to the Website or any portion thereof, block User's access to User's Account or terminate the Account.

5. User Data

The Company undertakes to use, store, handle, process and transfer the data and content submitted by User through the Website, 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. 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.

6. Proprietary Rights

6.1. Company retains all right, title and interest, including without limitation all copyrights, trademarks, and any other intellectual property rights in and to the Website (including without limitation any content made available by Company through the Website).

6.2. As between the parties, User retains all right, title and interest to the User Data. Except for the limited rights to 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.

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

7. Third Party Services, Websites and Applications

7.1. User acknowledges that the Website may link to certain websites and applications which are external to the Website. Use of any such third party websites or applications is subject to and governed by the applicable terms and conditions of such third parties alone.

7.2. User further acknowledges that the Company also utilizes certain services and infrastructure of third parties ("**Third Party Services**") in order to make the Website 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.

7.3. USER ACKNOWLEDGES THAT COMPANY DOES NOT CONTROL 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 RESPECT TO ANY WEBSITE OR APPLICATION OF A THIRD PARTY TO WHICH THE WEBSITE LINKS OR REFERS. THE COMPANY MAKES NO WARRANTIES OR ASSURANCES WHATSOEVER WITH RESPECT TO ANY THIRD-PARTY SERVICES.

8. Links to the Website

Subject to these Terms, Users may display a link to the Website as long as User's use, as well as the linking website and its content, are not misleading, unlawful, harmful, threatening, defamatory, discriminatory, offensive, obscene, infringing, and/or harassing. User may not suggest or represent that the Company endorses or sponsors its site, product or services, nor may it tarnish, blur or dilute the quality of Company's Website, trademarks, name or their associated goodwill.

9. Disclaimer and Liability Limitation

THE WEBSITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND WHATSOEVER. USE OF THE WEBSITE IS AT USER'S SOLE RISK, AND OTHER THEN THE EVENT OF THE COMPANY'S WILLFUL MISCONDUCT OR FRAUD, IN NO EVENT SHALL THE COMPANY BE LIABLE, WHETHER IN TORT, CONTRACT, OR ANY OTHER THEORY OF LAW, FOR ANY DIRECT, SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR OTHER SIMILAR DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, LOSS OF BUSINESS, CORRUPTION OF DATA OR INFORMATION, ARISING OUT OF OR IN ANY WAY CONNECTED TO THESE TERMS OR THE WEBSITE.

10. Electronic Communications

By communicating with the Company through the Website or E-mail, User approves receipt from the Company of electronic communication through the Website, E-mail or otherwise. 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.

11. Miscellaneous

11.1. These Terms remain in force for so long as User's use of the Website continues, and for an indefinite period thereafter. It is clarified that Company may terminate the availability of the Website at any time, without incurring any liability to User.

11.2. These Terms do not confer rights on any third party.

11.3. 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.

11.4. 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.

11.5. Company may change these Terms by posting new terms on the Website, such terms shall be effective in respect of each User immediately once posted.

Last updated: April 13, 2021.