

TERMS OF USE

These Terms of Use (these “Terms”) constitute a legally binding agreement between you and Midwest Motor Express Inc. (“MME”, “we” or “us” or “our”), the operator of <https://www.mmeinc.com> (the “Site”). These Terms govern your access to and use of the Site. These Terms apply to all registered members of the Site (“Members”), as well as visitors and users of the Site (as used herein, the terms “you” or “your” shall apply to Members, as well as visitors and users of the Site). Please read these Terms carefully before accessing or using the Site.

WE MAY AMEND OR SUPPLEMENT THESE TERMS AT ANY TIME BY POSTING A NEW VERSION OF THE TERMS ON THE SITE. WE RECOMMEND THAT YOU CHECK THE POSTED TERMS ON THE SITE FREQUENTLY FOR CHANGES OR ADDITIONS. If you disagree with the Terms or any changes we make to these Terms, you may cease using the Site. Your ongoing use of the Site, including usage after changes to these Terms take effect, signifies your agreement to: (1) these Terms, as amended or supplemented; and (2) the Privacy Policy found at:

<https://www.mmeinc.com/docs/mmeinclibraries/default-document-library/mmewebsiteprivacypolicy.pdf>
incorporated here by reference.

1. DESCRIPTION OF SERVICE

MME provides users of the Site with information related to the provision of transportation services, including but not limited to getting rates, creating a bill of lading, scheduling a pickup, creating labels and viewing transit times (collectively, the “Services”). In order to utilize the Site, you must provide (1) all equipment necessary for your own Internet connection, including computer and modem and (2) provide for your access to the Internet, and (3) pay any fees related with such connection.

We may alter, modify, suspend, or discontinue the Service or the Site, for any reason, at any time, including the availability of any feature of the Site, without notice to you. MME shall not be liable to you or any third party should we exercise our rights as described in this Section. You acknowledge and accept that MME does not guarantee continuous, uninterrupted or secure access to the Site, and operation of the Site may be interfered with or adversely affected by numerous factors or circumstances outside of our control. We may also impose limits on certain features and Services or restrict your access to parts or all of the Service or the Site without notice or liability.

2. REGISTRATION

You can browse the Site without registering. In order to access certain features of the Service, however, you must register as a Member with us. After completion of the registration process, the Member will receive a password and an account (the “Account”). Members are responsible for maintaining the confidentiality of their password used to participate in the Site and are entirely responsible for any and all activities which occur under their Account, whether authorized or not authorized. Member agrees to notify MME of any unauthorized use of Member’s Account or any other breach of security which is known or should be known to the Member. Although we will not be liable for any Member’s losses caused by any unauthorized use of such Member’s Account, the Member will be liable for the losses of us or others due to such unauthorized use. Member’s right to use the Service is personal to the Member. By providing us an email address, Members consent to our using the email address to send such Member Service-related notices, including any notices required by law, in lieu of communication by postal mail. We may also use the Member’s email address to send the Member other messages, including changes to features of the Service and special offers. Members may opt out of certain email communications from us by sending an email message to CustomerCare@mmeinc.com, or by sending mail to the following postal address:

Midwest Motor Express, Inc.
Attention: Customer Care
5015 East Main Ave.
Bismark, ND 58501

Opting out may prevent the Member from receiving email messages regarding updates, improvements, alerts, weather advisory, or offers. Members may not opt out of certain Service-related notices.

3. Mobile / TEXT PROGRAMS

ActionTrac:

1. ActionTrac is a service to send customers notifications about the progress of each of your shipments towards delivery. You can sign up through <https://www.mmeinc.com> by accessing ActionTrac and selecting to **Sign up for Shipment Notifications**.
2. When you opt-in to the service, we will send you an SMS message to confirm your signup.
3. You can cancel the SMS service at any time. Just access the confirmation link in the text you received when you signed up. From the confirmation screen, click 'Unsubscribe' to stop future messages. After this, you will no longer receive SMS messages from us. If you want to join again, Text 'START' to 21760 to reenable SMS Messages from us. Then just sign up as you did the first time, and we will start sending SMS messages to you again.
4. If at any time you forget what keywords are supported, just text "HELP" to the short code. After you send the SMS message "HELP" to us, we will respond with instructions on how to contact Customer Care.
5. We are able to deliver messages to the following mobile phone carriers: Major carriers: AT&T, Verizon Wireless, Sprint, T-Mobile, MetroPCS, U.S. Cellular, Alltel, Boost Mobile, Nextel, and Virgin Mobile. Minor carriers: Alaska Communications Systems (ACS), Appalachian Wireless (EKN), Bluegrass Cellular, Cellular One of East Central IL (ECIT), Cellular One of Northeast Pennsylvania, Cincinnati Bell Wireless, Cricket, Coral Wireless (Mobi PCS), COX, Cross, Element Mobile (Flat Wireless), Epic Touch (Elkhart Telephone), GCI, Golden State, Hawkeye (Chat Mobility), Hawkeye (NW Missouri), Illinois Valley Cellular, Inland Cellular, iWireless (Iowa Wireless), Keystone Wireless (Immix Wireless/PC Man), Mosaic (Consolidated or CTC Telecom), Nex-Tech Wireless, NTelos, Panhandle Communications, Pioneer, Plateau (Texas RSA 3 Ltd), Revol, RINA, Simmetry (TMP Corporation), Thumb Cellular, Union Wireless, United Wireless, Viaero Wireless, and West Central (WCC or 5 Star Wireless). ***Carriers are not liable for delayed or undelivered messages***
6. As always, message and data rates may apply for any messages sent to you from us and to us from you. Message frequency will vary depending on the status requested. If you have any questions about your text plan or data plan, it is best to contact your wireless provider. For all questions about the services provided by this short code, you can send an email to CustomerCare@mmeinc.com.
7. If you have any questions regarding privacy, please read our privacy <https://www.mmeinc.com/docs/mmeinclibraries/default-document-library/mmewebsiteprivacypolicy.pdf>

Master Schedule (for MME employees Only):

1. When you start with MME, Service Center employees will complete an **Employee Contact Information for Work Schedule Notifications** form. You can select to receive your schedule by TEXT or Phone Call.
2. Master Schedule will allow managers to set schedules and adjust these schedules as needed. You will receive your schedule each Friday for the following week as well as any changes during the current week as soon as the schedule has been added or modified.
3. You can cancel the SMS service at any time. Just text "STOP" to the short code. After you send the SMS message "STOP" to us, we will send you an SMS message to confirm that you have been unsubscribed. After this, you will no longer receive SMS messages from us. You will need to work with your manager to arrange alternate methods to receive your work schedule.
4. If at any time you forget what keywords are supported, just text "HELP" to the short code. After you send the SMS message "HELP" to us, we will respond with instructions on how to use our service as well as how to unsubscribe.
5. We are able to deliver messages to the following mobile phone carriers: Major carriers: AT&T, Verizon Wireless, Sprint, T-Mobile, MetroPCS, U.S. Cellular, Alltel, Boost Mobile, Nextel, and Virgin Mobile. Minor carriers: Alaska Communications Systems (ACS), Appalachian Wireless (EKN), Bluegrass Cellular, Cellular One of East Central IL (ECIT), Cellular One of Northeast Pennsylvania, Cincinnati Bell Wireless, Cricket, Coral Wireless (Mobi PCS), COX, Cross, Element Mobile (Flat Wireless), Epic Touch (Elkhart Telephone), GCI, Golden State, Hawkeye (Chat Mobility), Hawkeye (NW Missouri), Illinois Valley Cellular, Inland Cellular, iWireless (Iowa Wireless), Keystone Wireless (Immix Wireless/PC Man), Mosaic (Consolidated or CTC Telecom), Nex-Tech Wireless, NTelos, Panhandle Communications, Pioneer, Plateau (Texas RSA 3 Ltd), Revol, RINA, Simmetry (TMP Corporation), Thumb Cellular, Union Wireless, United Wireless, Viaero Wireless, and West Central (WCC or 5 Star Wireless). ***Carriers are not liable for delayed or undelivered messages***
6. As always, message and data rates may apply for any messages sent to you from us and to us from you. You

will receive a minimum of one text per week. If you have any questions about your text plan or data plan, it is best to contact your wireless provider. For all questions about the services provided by this short code, you can send an email to CustomerCare@mmeinc.com.

7. If you have any questions regarding privacy, please read our privacy policy:

<https://www.mmeinc.com/docs/mmeinlibraries/default-document-library/mmewebsiteprivacypolicy.pdf>

4. YOUR CONDUCT

As a condition of use, you promise not to use the Service or the Site for any purpose that is unlawful or prohibited by these Terms, or any other purpose not reasonably intended by us or the Site.

By way of example, and not as a limitation, you agree not to use the Service or the Site:

1. to abuse, harass, threaten, impersonate, or intimidate others.
2. for any illegal or unauthorized purpose, and you agree to comply with all Federal, state and local laws, as well as international law (as applicable) in your use of the Service (this includes but is not limited to copyright laws);
3. to attempt in any manner to obtain password, Account, or other private information from any other user or visitor of the Site;
4. to create or submit unwanted email ("spam") to any other Site users or any URL;
5. with the exception of accessing RSS feeds, you will not use any robot, spider, scraper or other automated means to access the Service or the Site for any purpose without our express written permission. Additionally, you agree that you will not: (i) take any action that imposes, or may impose in our sole discretion an unreasonable or disproportionately large load on our infrastructure; (ii) interfere or attempt to interfere with the proper working of the Service or the Site or any activities conducted on the Service or the Site; or (iii) bypass any measures we may use to prevent or restrict access to the Service or the Site;
6. to resell or for any commercial use or purpose without the express written consent of AAA Cooper.

We may deactivate any Member's Account at any time for any reason or for no reason at all.

To report an abuse of these Terms, please email: ReportTermsOfUseAbuse@mmeinc.com

5. LICENSE GRANT

Subject to these Terms, as they may be amended from time to time in our sole discretion, we grant to you a revocable, nonexclusive, non-transferable limited license to access and use the Service and access the Site for your non-commercial use in strict accordance with these Terms. We further retain the right to discontinue operation of the Site and/or Service in our sole discretion.

6. COPYRIGHT AND TRADEMARK INFORMATION

As between you and us, all title and intellectual property rights in and to the Site and the Service, in whole and in part, other materials accompanying the Site and the Service, are and shall remain the sole and exclusive property of us. All title and intellectual property rights in and to any text, photographs or other data not owned by us are the property of the respective content owner, and may be protected by applicable copyright or other intellectual property laws and treaties. These Terms do not grant you any rights to use such third party content. All rights not expressly granted herein are reserved by us. All content included or available on the Site, including design, text, graphics, interfaces, and the selection and arrangements thereof is Midwest Motor Express, Inc., with all rights reserved, or is the property of us and/or third parties protected by intellectual property rights (as described above).

Any use of materials on the Site, including reproduction for purposes other than those noted above, modification, distribution, or replication, any form of data extraction or data mining, or other commercial exploitation of any kind, without prior written permission of an authorized officer of MME is strictly prohibited. You agree that you will not use any robot, spider, or other automatic device, or manual process to monitor or copy any web pages of the Site or the content contained therein without prior written permission of an authorized officer of MME. You will not use MME's trademarks, internet domain names, web addresses, telephone numbers, trade dress, service

marks and/or trade names (including, without limitation, logos and slogans), and any other mark which is used to identify or distinguish MME or its services or products without first receiving written authority from MME, and in any event, no such usage may be made which is likely to cause confusion among customers, or in any manner that disparages or discredits MME. All other trademarks displayed on the Site are the trademarks of their respective owners and constitute neither an endorsement nor a recommendation of those third parties. In addition, such use of trademarks or links to the web sites of third parties, including vendors, is not intended to imply, directly or indirectly, that those third parties endorse or have any affiliation with MME.

If you are a copyright owner or an agent thereof and believe that any content contained on the Site infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing a DMCA Notice to our Copyright Agent at the following address:

By Mail:Midwest Motor Express, Inc.

Attn: Legal Department

5015 East Main Avenue

P.O. Box 1058

Bismarck, ND 58502

By Phone: 701.223.1880

By Email: LegalMail@mmeinc.com

The DMCA Notice must contain the following information:

1. Identification of the copyrighted work that you claim has been infringed.
2. Identification of the material that you claim is infringing, with sufficient detail so that we may readily locate it.
3. Information sufficient to permit us to contact you such as your name, address, telephone number, and e-mail address.
4. A statement declaring that you have a good faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
5. A statement made under penalty of perjury that the above information in your notice is accurate, and that you are the owner of the copyright interest allegedly infringed or you are authorized to act on behalf of that owner.
6. The physical or electronic signature of the owner, or a person authorized to act on behalf of the owner, of the copyright interest allegedly infringed.

7. PRIVACY

We care about the privacy of our users. Click [here](#) to view our Privacy Policy. By visiting the Site, you are consenting to have your personal data reviewed and utilized in accordance with the Privacy Policy.

8. INDEMNITY

You agree to defend, indemnify and hold harmless us, and our officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Site or the Service; (ii) your violation of any term of these Terms; or (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right. This defense and indemnification obligation will survive these Terms and your use of the Site and Service.

9. WARRANTY; LIMITATION ON LIABILITY

WE MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE SITE OR THE SERVICE, INCLUDING, WITHOUT LIMITATION, THE ACCURACY, QUALITY, RELIABILITY, OR COMPLETENESS OF THE SITE OR THE SERVICE. WE SHALL NOT BE LIABLE FOR ANY ERRORS, OMISSIONS OR INTERRUPTIONS IN THE SITE OR THE SERVICE. WE MAKE NO WARRANTY THAT

THE SITE OR THE SERVICE IS VIRUS OR ERROR FREE, OR THAT THE SITE OR THE SERVICE DO NOT VIOLATE ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS. THE SITE AND THE SERVICE ARE PROVIDED AS IS, AS AVAILABLE AND WITH ALL FAULTS AND WITHOUT ANY WARRANTY OF ANY KIND. WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, OR ARISING BY COURSE OF PERFORMANCE OR USAGE, INCLUDING WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES RELATED TO NON-INFRINGEMENT, MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INTERFERENCE. IN NO EVENT SHALL WE, OUR OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF THE SITE OR THE SERVICE, (II) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (III) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITE OR THE SERVICE BY ANY THIRD PARTY, AND/OR (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF THE SITE OR THE SERVICE, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. We make no representations that the Site is appropriate or available for use in other locations. Those who access or use the Site from other jurisdictions do so at their own volition and are responsible for compliance with local law.

10. LINKS AND THIRD PARTY WEBSITES

Linking. You must obtain our prior written consent to put a text link on a site that links back to the Site. To request such consent, please contact us at LegalMail@mmeinc.com. You must not establish a link from any website that is not owned by you. The website from which you are linking must comply in all respects with the standards set forth herein. You may not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

Third Party Websites. The Site may contain links to third party websites that are not owned or controlled by us. We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third party websites. In addition, we will not and cannot censor or edit the content of any third-party site. By using the Site, you expressly relieve us from any and all liability arising from your use of any third-party website.

Accordingly, we encourage you to be aware when you leave the Site and to read the terms and conditions and privacy policy of each other website that you visit.

11. DISCLAIMER REGARDING ACCURACY OF THIRD PARTY INFORMATION

Product specifications and other information have either been provided by the vendors or collected from publicly available sources. While MME makes every effort to ensure that the information on this website is accurate, we can make no representations or warranties as to the accuracy or reliability of any information provided on this website. MME makes no warranties or representations whatsoever with regard to any product provided or offered by any vendor, and you acknowledge that any reliance on representations and warranties provided by any vendor shall be at your own risk.

12. TERMINATION

We may terminate or suspend the Service in whole or in part and/or your Site Account immediately, without prior notice or liability, if you breach any of the terms or conditions of the Terms, or for no reason. Upon termination of your account, your right to use the Service will immediately cease.

If you wish to terminate your Site account, you may discontinue using the Service by sending an email message to CustomeCare@mmeinc.com to inform us of your decision to discontinue use of the Service. All provisions of the Terms, which by their nature should survive termination, shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

13. MISCELLANEOUS

The laws of the State of North Dakota govern these Terms without regard to any conflict of law rules, and the United Nations Convention on Contracts for the International Sale of Goods shall have no applicability. Any claim that may be submitted for judicial resolution under or in connection with these Terms may only be brought in state or federal court in Houston County, Alabama, which shall have exclusive jurisdiction over such matters. You hereby consent to the jurisdiction of such courts, and waive (i) right to trial by jury, and (ii) any objections you may have regarding the jurisdiction of or venue in such courts. You affirm that you are either more than 18 years of age, or

an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into, and abide by, these Terms. These Terms and any supplemental terms, policies, rules and guidelines posted on the Site constitute the entire agreement between you and us and supersede all previous written or oral agreements, including, but not limited to, any prior versions of these Terms. If any part of these Terms is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. We may assign these Terms at any time to our parent, any subsidiary, or any affiliated company, or as part of the sale to, merger with, or other transfer of our company to another entity. You may not assign these Terms to any person or entity. The failure of us to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision in these Terms is held to be illegal, invalid or unenforceable, the provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remaining provisions of the Terms will remain in full force and effect.

14. CONTACT

If you have any questions regarding the Site, the Service or these Terms (except for copyright notices, which are set above), please contact us at

Midwest Motor Express, Inc.
Attn: Legal Department
5015 East Main Avenue
P.O. Box 1058
Bismarck, ND 58502

Date Last Modified

The Terms and Conditions was last modified October 29, 2022.