InsureShield Shipping Protection by UPS Capital Canada Insurance Brokers, Limited

TERMS AND CONDITIONS OF SERVICE AND EXPLANATION OF COVERAGE

These Terms and Conditions of Service and Explanation of Coverage (**T&Cs**) govern and control your participation in the transactional cargo shipping protection program (**Program**) distributed by UPS Capital Canada Insurance Brokers, Limited (**we** or **UPSCCIBL**) for 2AM Logistics(**Channel Partner**). As a participant in the Program, these T&Cs are a legally binding contract, and you should read them carefully. To contact UPSCCIBL, see the "Contact Us" information in Section 19.

PLEASE READ THESE TERMS OF SERVICE CAREFULLY, AS THEY CONTAIN AN AGREEMENT TO ARBITRATE AND OTHER IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS. THE T&Cs AND AGREEMENT TO ARBITRATE REQUIRE (WITH LIMITED EXCEPTION) THAT YOU SUBMIT CLAIMS YOU HAVE AGAINST UPSCCIBL TO BINDING AND FINAL ARBITRATION, AND FURTHER (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST UPSCCIBL ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS, AND (3) YOU MAY NOT BE ABLE TO HAVE ANY CLAIMS YOU HAVE AGAINST US RESOLVED BY A JURY OR IN A COURT OF LAW.

1. **REVIEW AND ACCEPTANCE:** You (**you** or **End User**) should fully review and understand these T&Cs before you request to participate in the Program with respect to any shipment of goods. In particular, you should ensure that your shipments are eligible for coverage and that you understand the terms of protection offered under the Program. Your acceptance of these T&Cs is a condition precedent for your goods to be protected under the Program. In addition, you should fully review and understand each of the following before you request to participate in the Program with respect to any shipment of goods: the UPS Capital Group Technology Agreement (the current version of which is available at Technology Agreement | InsureShield), and the UPS Capital Privacy Notice (the current version of which is available at Privacy Notice | InsureShield) (together with these T&Cs, collectively, the **Acceptance Documents**). We may update or otherwise modify these T&Cs and the other Acceptance Documents from time to time in our discretion (without notice to you). Each time that you participate in the Program, you will be deemed to have accepted and agreed to the versions of the Acceptance Documents in effect at the time the protection was requested or deemed to be requested (or, if the request or deemed request relates to a general election to protect future shipments of goods, the versions of such Acceptance Documents in effect at the time of booking of the applicable shipment of goods).

2. **OFFER TO INCLUDE GOODS UNDER POLICY:** Channel Partner has provided you the opportunity to participate in the Program by protecting your eligible shipments of goods under one or more cargo insurance policies (**Policies**) issued to it by UPSCCIBL.Your election to include your goods under the Program is entirely optional. You are not permitted to offer any other party the opportunity to participate in the Program and any such offer will be null and void.

3. **CERTAIN END USERS AND SHIPMENTS NOT ELIGIBLE:** End Users located or based outside of the provinces of Ontario, British Columbia, Manitoba, Alberta, Saskatchewan, and retail shipping outlets (whether they are acting for themselves or for any of their respective customers) are not eligible to participate in the Program. With respect to any End User that elects to participate in the Program for a business purpose, shipments with contents unrelated to such business purpose will not be protected under any Policy regardless of commodity type.

4. **NO RIGHTS UNDER THE POLICIES:** THIS OFFER IS NOT INTENDED TO AND DOES NOT PROVIDE INSURANCE DIRECTLY TO YOU. YOU ARE NEITHER AN INSURED NOR AN ADDITIONAL INSURED NOR DO YOU HAVE ANY OTHER RIGHTS UNDER ANY POLICY. IN THE EVENT OF A LOSS COVERED UNDER AN APPLICABLE POLICY, ANY RESULTING CLAIM PAYMENT MAY BE DIRECTED TO YOU AS A LOSS PAYEE AND ONLY TO THE EXTENT OF YOUR INTEREST IN THE PROTECTED SHIPMENT.

5. **POLICY DETAILS:** All Policies for the Program are underwritten by an authorized insurance company (**Insurer**) and distributed by UPSCCIBL. UPSCCIBL has prepared these T&Cs in part to summarize protection terms under the Program for your benefit in your capacity as a prospective loss payee. UPSCCIBL, Channel Partner, and/or other parties may receive financial compensation in connection with the Program. You may request a copy of the Policies from UPSCCIBL. All descriptions or illustrations of coverage provided herein are for general informational purposes only, are not statements of contract and do not amend, alter or modify any Policy or guarantee any specific price, quote or protection. For a complete understanding of the protection available, please review the terms, conditions, definitions, and exclusions of the Policies for their exact terms and conditions or ask UPSCCIBL.

6. **NO BROKER OR CUSTOMER RELATIONSHIP WITH UPSCCIBL:** You acknowledge that we have no contractual relationship with you and do not serve as your broker, agent or other representative. We may communicate or otherwise interact with you from time to time to facilitate Channel Partner's administration of the Program (including any administration occurring through another Program Partner), including by delivering invoices to you for shipment protection-related fees; receiving payments from you; receiving from you, and administering, claims under the Program; and delivering claim payments to you at the request of Channel Partner. No such communications or interactions shall be deemed to create a broker or customer relationship between you and UPSCCIBL or our affiliates.

7. **PRIVACY NOTICE:** USPCCIBL and its affiliates will need to collect and process personal data from time to time in connection with your election to participate in the Program, including with respect to the adjustment and payment of claims made under any Policy. For details about how UPSCCIBL and its affiliates process personal data, please see the UPS Capital Privacy Notice located at Privacy Notice | InsureShield. By accepting these T&Cs, you warrant that (i) you have obtained any personal data provided to UPSCCIBL (whether directly or through a Program Partner) lawfully, (ii) you are authorized to provide such data to UPSCCIBL and its affiliates, and (iii) you have duly informed any of your customers whose personal data is provided to UPSCCIBL or its affiliates in connection Program that UPSCCIBL and its affiliates will process such data in accordance with the above-linked Privacy Notice in effect at the time of collection and obtained all consents required by applicable law from such customers for the foregoing. Upon request, you will provide UPSCCIBL with documentary evidence of such consents.

8. **REQUESTING PROTECTION UNDER A POLICY:** To request protection under a Policy for any shipment, you must provide specific information to UPSCCIBL regarding the shipment, and elect to protect the shipment, in each case in accordance with procedures established by UPSCCIBL from time to time. Your shipment is not protected until you receive confirmation of issuance of a Policy.

9. **COMPLIANCE WITH TRANSPORTATION CARRIER TERMS AND CONDITIONS:** Your compliance with the transportation carrier's shipping terms and conditions in effect at time of shipment shall be a condition precedent for protection under the Program. In accepting the transportation carrier's shipping terms and conditions and these T&Cs, you do so on behalf of yourself and all parties with any interest in the goods.

10. **ELIGIBLE CONVEYANCES AND ROUTES:** Ground, air and ocean shipments are eligible for protection under the Program. International and domestic shipments are eligible for protection under the Program so long as you reside in the provinces of Ontario, British Columbia, Manitoba, Alberta or Saskatchewan in Canada, provided that protection will be null and void whenever it (or any related payment or other transaction) would be in violation of any applicable economic or trade sanctions.

11. **LIMITS, TERMS, DEDUCTIBLES AND FEES:** The Policies may provide for different terms, limits, deductibles, and fees depending upon the commodity types being shipped. **Note that motorized vehicles are only eligible for "Free of Particular Average" or "FPA" coverage, meaning that only the risk of total loss is covered in most instances for such commodity types and not the risk of partial loss or damage.** If you are asked to indicate the type of commodity being shipped, when requesting coverage for shipments containing multiple commodity types, choose the commodity representing the majority of items in the shipment, but be advised that each specific commodity type will remain subject to all the terms and restrictions applicable to that specific commodity type. Notwithstanding the foregoing, coverage under the Program is limited in all events to $[50,000] per any one conveyance or occurrence, whichever is less, provided that "On Deck" ocean shipments are subject to a $[25,000] sublimit when subject to an "On Deck" bill of lading.

12. **SCOPE OF PROTECTION:** The Program provides shipment protection for physical loss and/or damage to package contents in the course of transit, subject to Program conditions, limitations and exclusions. The Program provides no protection for delay in transit or for consequential or indirect losses. The scope of shipment protection under the Program is summarized as follows, but note that this is a summary only, and is not intended to be a complete description of the Program, and in the case of any difference between this summary and the Policy terms, the Policy terms will take precedence:

    (a) Duration: Shipment protection under the Program commences upon the shipment of cargo leaving the shipment origin location and continues during the ordinary course of the transit, including customary transshipment, until the sooner of: (i) delivery to the final destination of the transport; or (ii) fifteen days after the shipment arrives at the destination port, airport or other hub, if not yet delivered to final destination of the transport (or thirty days if the destination to which the goods are protected is outside the limits of the port). You acknowledge that shipment protection under the Program may terminate before final delivery and that you are responsible for arranging and facilitating prompt final delivery of the shipment after its arrival at the destination port, airport or other hub.

    (b) Valuation: You should declare a value for new goods of invoice cost plus freight. You should declare a value for used or refurbished goods of actual cash value plus freight. In all cases, the claim payment will not exceed the lesser of verified valuation of the goods or the amount declared for shipment protection purposes, in each case less any applicable deductible. Loss valuations are subject to substantiation, and no Policy is an agreed value policy.

    Notice of Co-Insurance Penalty: In the event that you declare a value that is less than the valuation provided for above, you will be compensated for a proportion of your loss based on the value that you declared and not based on any other valuation. For example, if you declared a value of $500 for a shipment of goods with an actual value of $1,000 (i.e., you declare a value for the goods equal to 50% of the actual value of the goods), and if a protected loss or damage event occurred which resulted in a loss with a value of $400, then the Program would only pay 50% of the loss value associated with such loss or damage, or $200.

    (c) Excluded Commodities and Shipments: The following commodities are not eligible for coverage under the Program: contraband; illicit goods; accounts receivable; fish meal; nuclear fuel and substances; fireworks, explosive agents, fire-starting devices or aids; live plants, animals and insects, human tissues or organs, human remains, corpses or body parts; bullion; stamps; cash; currency; money; coins; deeds; notes; securities; bills; evidence of debt; precious stones; and fine arts and jewelry. Commodity-specific terms may apply.

    (d) Excluded Risks: Protection under the Program is subject to exclusions which include:

    - war risks for (continental) domestic shipments;
    - radioactive contamination;
    - delay, whether or not caused by an insured peril;
    - temperature variation, whether or not caused by a covered peril;
    - inherent vice;
    - fraud or infidelity by you, the shipper or consignee;
    - misrepresentation / false information by you, the shipper or consignee;
    - cyber attacks;
    - illicit trade;
    - capture, seizure, arrest or detainment of goods by public authority;
    - nuclear contamination;
    - rust, oxidation, discoloration, scratching, marring, denting, chipping and/or electrical or mechanical derangement to used goods, whether or not caused by a covered peril;
    - Consequential and indirect damages, such as loss of market, depreciation, or diminution in value as a result of repair
    - improper, inadequate or otherwise unsuitable packing or preparation of the cargo, provided this exclusion will not apply to the extent that: (i) such packing or preparation was carried out by a third party other than you, the shipper, consignee or anyone bearing an interest in the cargo; and (ii) the deficiency was unknown to you, the shipper, consignee and anyone bearing an interest in the cargo;
    - a shipment of cargo being re-routed, stopped in transit or retrieved at a point other than the original consigned delivery point pursuant to any instruction or representation to the transport carrier by a fraudster or imposter;
    - a shipment of cargo being sent as a result of fraud or trick upon the Customer, the shipper and/or consignee (including but not limited to product orders made by imposters);and
    - package labels being changed or revised in the course of transportation for the purpose of fraudulent redirection.

13. **CLAIM REPORTING LIMITATION & CLAIM PROCESS:** Pursuant to procedures established by Channel Partner and approved by UPSCCIBL, you must immediately report in writing to Crawford and Company (Canada) Inc., who acts on behalf of AIG Insurance Company of Canada any loss or damage to a protected shipment of cargo. As a condition precedent for shipment protection under the Program, notification of claims must in all events be submitted in writing within the following timeframes: (i) in the event of a claim for concealed loss or damage, within 30 days from the date of delivery; or (ii) for all other claims, within nine months from the date of delivery. In the event of a claim for non-delivery, the time-for-claim shall run

from the date that the cargo was scheduled to have been delivered or should have reasonably been delivered, whichever is first in time. Loss verification will be required. You should take photos of any damaged goods, packaging and/or containers. Damaged goods, packaging and/or containers should be retained for inspection at the discretion of Crawford and Company (Canada) Inc. and/or the Insurer. By submitting any claim under the Program, you agree to fully cooperate with Crawford and Company (Canada) Inc., and/or the Insurer in providing all documentation and information pertinent to such claim, including an examination under oath if requested by the Insurer. We will remit proceeds of claims payable under the Policies directly to you pursuant to remittance instructions you provide.

14. **NOTICE OF FULL AND ADDITIONAL TERMS:** Under all circumstances, the terms and conditions set forth in the applicable Policy shall control and determine shipment protection. To the extent any terms and conditions stated herein conflict with those in any Policy, the Policy shall control and be binding as to issues of coverage under such Policy.

15. **DAMAGES AND WARRANTIES:**

    (a) Limitation of Direct Damages; Disclaimer of Indirect Damages: The cumulative aggregate liability of UPSCCIBL and its affiliates for all direct losses, claims, suits, controversies, breaches or damages for any cause whatsoever (**Loss**) and regardless of the form of action or legal theory shall be limited to the total insured value amount declared during the shipment booking process for the shipment at issue in the Loss, less (i) any amount(s) recovered or recoverable from any other party; (ii) any insurance proceeds that reduce the amount of the Loss payable under the applicable Policy or any other policy of insurance; and/or (iii) any amount(s) recovered or recoverable from any third party with respect to the Loss. Nothing in the foregoing shall limit End User's rights to claims for shipment loss or damage properly payable under the Program. UPSCCIBL IS NOT LIABLE TO END USER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES, INCLUDING LOST PROFITS, REGARDLESS OF THE FORM OF THE ACTION OR THE THEORY OF RECOVERY, AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER UPSCCIBL OR ANY PERSON OR ENTITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

    (b) Warranties: EXCEPT AS OTHERWISE EXPRESSLY STATED IN THESE T&Cs AND THE PROGRAM, UPSCCIBL MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, OF ANY KIND. EXCEPT AS OTHERWISE EXPRESSLY STATED IN THESE T&Cs AND THE PROGRAM, END USER EXPRESSLY DISCLAIMS, AND EXPRESSLY WAIVES, ANY AND ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO DESCRIPTIONS OR SPECIFICATIONS, WHETHER OR NOT INCORPORATED INTO THESE T&Cs AND THE PROGRAM, SHALL CONSTITUTE WARRANTIES OF ANY KIND.

16. **EFFECTIVENESS; GOVERNING LAW:** These T&Cs shall become effective when accepted (or deemed to have been accepted) by you and shall be governed by and construed in accordance with the law of the Province of Ontario and the federal law of Canada as applicable therein, without regard to its conflict of laws principles.

17. **JURY TRIAL AND CLASS ACTION WAIVER:** END USER AND UPSCCIBL ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL RIGHT BUT MAY BE WAIVED IN CERTAIN CIRCUMSTANCES. TO THE EXTENT PERMITTED BY LAW, END USER AND UPSCCIBL KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION ARISING OUT OF OR RELATED TO THESE T&CS. IN ADDITION, END USER WAIVES ITS RIGHT TO JOIN A CLASS OF OTHER END USERS AND/OR CONSUMERS TO BRING A CLAIM AGAINST UPSCCIBL, OR TO BRING OR BE A CLASS MEMBER IN ANY CLASS ACTION OR CLASS ARBITRATION PROCEEDING. THIS JURY TRIAL AND CLASS ACTION WAIVER WILL NOT AFFECT OR BE INTERPRETED AS MODIFYING IN ANY FASHION THE AGREEMENT TO ARBITRATE SET FORTH IN THE FOLLOWING SECTION, WHICH CONTAINS ITS OWN JURY TRIAL AND CLASS ACTION WAIVER. IF A COURT OR ARBITRATOR DETERMINES THAT THE AGREEMENT TO ARBITRATE BELOW IS INVALID OR UNENFORCEABLE, THE JURY TRIAL AND CLASS ACTION WAIVER WILL NONETHELESS CONTINUE TO APPLY.

18. **AGREEMENT TO ARBITRATE CLAIMS:** PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS AND REQUIRES YOU TO ARBITRATE (NOT LITIGATE) YOUR CLAIMS AGAINST US ON AN INDIVIDUAL (NON-CLASS) BASIS, AND WAIVES YOUR RIGHT TO A JURY TRIAL. End User and UPSCCIBL agree that, except for disputes that qualify for provincial courts of limited jurisdiction (such as small claims courts and similar courts with monetary limits on their jurisdictions over civil disputes), any controversy or claim between any person or entity, whether at law or equity, arising out of or related to any Policy and/or coverage of shipments thereunder, regardless of the date of accrual of such dispute, shall be resolved in its entirety by individual (not class-wide nor collective) binding arbitration. Arbitration is the submission of a dispute to a neutral arbitrator, instead of a judge or jury, for a final and binding decision, known as an "award." Arbitration provides for more limited discovery than in court and is subject to limited review by courts. Each party has an opportunity to present evidence to the arbitrator in writing or through witnesses. An arbitrator can only award the same damages and relief that a court can award under the law and must honor these T&Cs.

    Any controversy or claim between any person or entity, whether at law or equity, arising out of or related to the Program, a Policy and/or coverage of shipments thereunder shall be resolved solely based on these T&Cs and the Program.

    Any arbitration involving the parties shall be conducted under the Arbitration Act, 1991, S.O. 1991, c. 17, as may be amended from time to time (**Arbitration Act**), and will be finally resolved by arbitration under the Arbitration Rules of the ADR Institute of Canada, Inc. or the Simplified Arbitration Rules of the ADR Institute of Canada, Inc. (collectively, **ADRIC Rules**) for disputes, controversies, or claims. The Seat of Arbitration will be Toronto, Ontario. The language of the arbitration will be English.

    (a) Institutional Arbitration: The arbitration shall be conducted by the ADR Institute of Canada, Inc. in accordance with the ADRIC Rules, and judgment on the award may be entered in any court of competent jurisdiction. The ADRIC Rules, including instructions for how to initiate arbitration, are available at https://adric.ca/rules-codes/arbrules/. The arbitrator shall decide all issues of the case on the basis of the applicable law, not equity. If you initiate arbitration, you must serve the opposing parties or their registered agent for service of process.

    Any arbitration under these T&Cs will take place on an individual basis; class, mass, consolidated or combined actions or arbitrations or proceeding as a private attorney general are not permitted. End User and UPSCCIBL each waive their right to trial by jury. End User is further giving up the ability to participate in a class, mass, consolidated or combined action or arbitration.

    (b) Place of Arbitration/Number of Arbitrators/Costs of Arbitration/Governing Law/Survival: Any arbitration will take place in the province where End User resides (or, notwithstanding Section 3 of these T&Cs, solely with respect to an End User that does not reside in Canada, Toronto, Ontario) and will be determined by a single arbitrator. Any filing fee or administrative fee required of End User by the ADRIC Rules shall be paid by End User to the extent such fee does not exceed the amount of the fee required to commence a similar action in a court that otherwise would have jurisdiction. For all non-frivolous complaints, UPSCCIBL will pay the amount of such fee in excess of that amount. The arbitrator will allocate the administrative costs and arbitral fees consistent with the ADRIC Rules. Reasonable attorney's fees and expenses will be allocated or awarded only to the extent such allocation or award is available under applicable law.

All issues are for the arbitrator to decide, except that issues relating to the scope, application, and enforceability of the arbitration provision, issues relating to the interpretation or application of the provision guarantying access to provincial courts of limited jurisdiction for qualifying disputes, and issues relating to interpretation or application of the prohibition on participation in class, mass, consolidated or combined actions or arbitrations or proceedings as a private attorney general are all issues are for a court to decide. This agreement to arbitrate shall survive termination of the Policies and/or End User's and UPSCCIBL's agreement to be bound to these T&Cs.

The arbitration demand must plead with particularity facts that demonstrate the dispute does not qualify for courts of limited jurisdiction (such as small claims courts and similar courts with monetary limits of $50,000 or less on their jurisdictions over civil disputes). Where the dispute relates to a shipment, in order to commence arbitration, the arbitration demand must provide particularized information that identifies the shipment or shipments, such as by the date(s) of shipment and UPS tracking number(s).

(c) **Severability:** Notwithstanding anything to the contrary in the ADRIC Rules, if any part of this arbitration provision is deemed invalid or ineffective for any reason, this shall not affect the validity or enforceability of the remainder of this arbitration provision, and the arbitrator shall have the authority to amend any provisions deemed invalid or ineffective to make the same valid and enforceable.

(d) **Desk Arbitration:** For all disputes concerning an amount less than fifteen thousand dollars ($15,000.00), End User and UPSCCIBL shall submit their arguments and evidence to the arbitrator in writing and the arbitrator shall make an award based only on the documents; no hearing will be held unless the arbitrator in his or her discretion, and upon request of a party, decides it is a necessity to require an in-person hearing. For a dispute governed by the ADRIC Rules, and concerning an award between fifteen thousand dollars ($15,000.00) and fifty thousand dollars ($50,000.00), inclusive, UPSCCIBL shall pay End User's filing fee under the ADRIC Rules, provided that End User agrees that both parties shall submit their arguments and evidence to the arbitrator in writing and that the arbitrator shall make an award based only on the documents, without a hearing being held. Notwithstanding this provision, the parties may agree to proceed with desk arbitration at any time.

(e) **Access to Small Claims Courts:** All parties shall retain the right to seek adjudication in a court of limited jurisdiction, such as small claims, , and similar courts with monetary limits on their jurisdiction over civil disputes, for individual disputes within the scope of such court's jurisdiction. If the claims asserted in any request or demand for arbitration could have been brought in such a court of limited jurisdiction, then either party may elect to require that the claims be heard in such court of limited jurisdiction, rather than in arbitration, by notifying the other party of that election in writing.

(f) **Acknowledgements:** End User and UPSCCIBL acknowledge and agree that pursuant to this Agreement to Arbitrate Claims:

a. END USER AND UPSCCIBL AGREE THAT EACH IS WAIVING THE RIGHT TO HAVE A TRIAL BY JURY TO RESOLVE ANY DISPUTE ALLEGED AGAINST END USER, UPSCCIBL, OR ANY PERSON OR ENTITY IN CONNECTION WITH THE PROGRAM AND/OR PROTECTION OF SHIPMENTS THEREUNDER;

b. END USER AND UPSCCIBL AGREE THAT EACH IS WAIVING THE RIGHT TO HAVE A COURT, OTHER THAN A COURT OF LIMITED JURISDICTION AS DEFINED ABOVE, RESOLVE ANY DISPUTE ALLEGED AGAINST END USER, UPSCCIBL, OR ANY PERSON OR ENTITY IN CONNECTION WITH THE PROGRAM AND/OR PROTECTION OF SHIPMENTS THEREUNDER;

c. END USER AND UPSCCIBL AGREE THAT EACH IS WAIVING THE RIGHT TO HAVE A COURT REVIEW ANY DECISION OR AWARD OF AN ARBITRATOR, WHETHER INTERIM OR FINAL, EXCEPT AS EXPRESSLY SET OUT IN THE ARBITRATION ACT; AND

d. END USER AND UPSCCIBL AGREE THAT EACH IS WAIVING THE RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, JOIN AS A CLASS MEMBER, AND/OR TO PARTICIPATE AS A MEMBER OF A CLASS OF END USERS IN ANY CLASS, MASS, CONSOLIDATED OR COMBINED ACTION OR ARBITRATION FILED AGAINST END USER, UPSCCIBL, OR ANY PERSON OR ENTITY IN CONNECTION WITH THE PROGRAM AND/OR PROTECTION OF SHIPMENTS THEREUNDER.

(g) **Award:** The arbitrator may award money or equitable relief in favor of only the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. Similarly, an arbitration award and any judgment confirming it apply only to that specific case; it cannot be used in any other case except to enforce the award itself. To reduce the time and expense of the arbitration, the arbitrator will not provide a statement of reasons for his or her award unless a brief explanation of the reasons is requested by one of the parties. Unless both End User and UPSCCIBL agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative, private attorney general or class proceeding.

(h) **Confidentiality of Arbitration:** Notwithstanding anything to the contrary in the ADRIC Rules, End User and UPCCIBL agree that the filing of arbitration, the arbitration proceeding, any documents exchanged or produced during the arbitration proceeding, any briefs or other documents prepared for the arbitration, and the arbitral award shall all be kept fully confidential and shall not be disclosed to any other person or entity, except to the extent necessary to enforce this arbitration provision, arbitral award or other rights of the parties, or as required by law or court order.

19. **CONTACT US:** If you have questions or want more information about the Program, the Policies, shipment protection, pricing, the claims process and documents or any issues discussed in these T&Cs, email UPSCCIBL at insureshieldca@ups.com.