

Freight Payment Online Terms of Use

WELCOME

These Terms of Use (“**TOU**”) govern your use of the digital services made available through the Freight Payment Online web portal (the “**Platform**”).

These TOU are revised periodically and may include changes from earlier versions. By using the Platform, you agree to the most recent version of this TOU, which are always available to you online at <https://portal.syncada.com/USBank/TOU.aspx> If you have any questions, please contact us as described at the end of this TOU.

FREIGHT PAYMENT PLATFORM ACCESS

Your Log-in Credentials provide you access to the services, features and tools offered on Platform. The specific services, features and tools accessible by you on the Platform at a particular time (the “**Covered Services**”) depend upon the agreements between U.S. Bank and the Company you are associated with (your “**Sponsoring Entity**”). These TOU apply to all Covered Services.

Your right to use the Covered Services is exclusive to you and your Sponsoring Entity. You may not use the Platform to access invoices or information that are not related to your Sponsoring Entity. You agree not to resell or make any commercial use of the Covered Services without the express consent of U.S. Bank.

PRIVACY AND SECURITY

Protecting your privacy is important to us and we want to be clear about the handling of the information you may submit using the Platform. Information you submit to us will be disclosed to your Sponsoring Entity. Certain of the Covered Services may allow you on behalf of your Sponsoring Entity to submit information and/or documents to us through the Platform. If you identify another party to a transaction to whom the submitted information pertains (a “**Counterparty**”), you authorize us to disclose the information to such Counterparty to facilitate delivery of the Covered Services. We may also disclose information about you or submitted by you to comply with government agency requirements or court orders.

Monitoring and recording communications

We may monitor and/or record any communications between you and us (or our Service Providers) for quality control and other permitted business purposes. This monitoring or recording may be done without any further notice to you or anyone acting on your behalf. The communication that may be monitored or recorded includes telephone calls, cellular or mobile phone calls, electronic mail messages, text messages, instant or live chat, or any other communications in any form.

Protecting your log-in credentials

Prevent unauthorized access by keeping your Log-in Credentials confidential and ensure that you log out of the Platform when you are finished.

We will never ask you to share your Log-in Credentials, and you should not share your Log-in Credentials to the Platform. If you give another person or business access to the Platform (either by sharing your Log-in Credentials or sharing your device), you agree that each such third-party will be authorized to act on your behalf and will be bound by this TOU (and any separate agreement governing your Sponsoring Entity’s relationship with us). We are not responsible for managing the authority of your third-party relationships, or the use of the Platform by an authorized third-party using your Log-in Credentials or your device. Any activity performed using your Log-In Credentials or your device will be presumed to be authorized by you unless you tell us otherwise. Please use caution when providing personal information and Log-in Credentials to third parties and read the third-party’s privacy and security policies before sharing any personal information. If you have shared your Log-in Credentials with a third-party, and

wish to revoke that access, you must contact us to block access to the Platform until new Log-in Credentials are established.

Contact us at 1.800.417.1844 or from outside the U.S. at +011.612.973.3170 immediately if:

- You would like to disable or revoke your password.
- You believe that your password or other means to access the Platform has been lost or stolen.
- You believe that someone may attempt to use the Platform without your consent.

Biometric features

A biometric feature (such as a fingerprint or face scanner) is functionality that is built into many devices to provide options for unlocking the device and using stored passwords or log-in credentials. You acknowledge that any person who has a biometric feature stored in your device (or a person that looks like you) may be able to access the Platform on that device. It is your responsibility to control access to your device to prevent any unauthorized access to the Platform.

MANAGING YOUR CONTACT INFORMATION

Your use of the Platform may be limited, suspended, or terminated if you do not maintain accurate contact information or if we cannot verify your identity. Changes to your contact information and communication preferences may be made within the Platform or by contacting us.

You authorize your wireless carrier to use or disclose information about your wireless account and your wireless device, if available, to us or our Service Providers for the duration of our relationship, solely to help us identify you or your wireless device and to prevent fraud.

Receiving email, text messages, and other communications

Many customers use email as their primary form of communication with us. If you provide us with an email address, you agree that we may communicate with you via email and you further agree to notify us of any changes to your email address.

You represent that you are authorized to use the email addresses and mobile phone numbers that you use in connection with the Platform, and you expressly consent to receiving non-marketing emails or text messages from us and our Service Providers related to your use of the Platform.

Message frequency depends on your account settings and how often you use the Platform that utilize such functionality. If you need assistance, contact us at freight.customer.support@usbank.com or reply to the text message with the word “HELP.” To stop receiving text messages on your mobile phone, reply to the text message with the word “STOP.”

The text messaging features of the Platform are available from all major wireless operators based in the United States of America. Text messages may be delayed (or not delivered) if your mobile device is not in range of a transmission site, placed in airplane mode, or if sufficient network capacity is not available at a particular time. Even within a coverage area, factors beyond the control of your wireless operator may interfere with message delivery, including your equipment, terrain, proximity to buildings, foliage, and weather. You acknowledge that urgent alerts may not be punctually received, that your wireless operator does not guarantee that alerts will be delivered, and that we, our Service Providers, and the wireless operators are not liable for delayed or undelivered messages.

ADDITIONAL TERMS OF USE

Tools and calculators

The Platform may contain financial tools, calculators, insights based on account activity, and other features which are designed to help you make informed decisions. All such tools, calculators, and services are

provided by us or our Service Providers for educational and informational purposes only. We are not responsible for, and expressly disclaim all liability for, damages of any kind arising out of the use or reliance on the information provided by any of the tools or insights.

You may download certain transactional data for use with other third-party software tools and products created by parties that we do not own or control. If you install or use such software, you are responsible for obtaining any applicable license agreements. You assume all risks of any software that you install, download, or use, and you understand that any information you enter into third-party software may be accessed by unauthorized third parties. If you use the third-party software to transmit information, you and the third-party provider are responsible for the security and confidentiality of that information.

[Other agreements](#)

This TOU is in addition to other agreements and disclosures that apply to your Sponsoring Entity's account(s) and it incorporates by reference all on screen instructions, disclosures, limitations, fees, and notices. If there is a conflict between this TOU and other account terms that specifically reference the Platform features, this TOU will control in resolving those inconsistencies.

[Equipment](#)

You are responsible for and must provide all mobile devices, computers, and/or other equipment, software (other than any software we provide), and services necessary to access the Platform. You may need additional software that is capable of opening PDF files to view, print, and/or save electronic versions of your documents.

[Links to other internet sites and third-party services](#)

the Platform may contain links to other websites and services provided, owned or operated by third parties. These links do not imply our endorsement or approval of material on any third-party website. The linked websites are not under our control, and we are not responsible for the availability, content, products, services, advertising, or other materials available on the third-party websites. The privacy policies of third-party websites may provide less security than our websites, so we strongly encourage you to read the third party's privacy policy before sharing any information with that third party.

All matters concerning third-party websites and services provided or operated by third parties are solely between you and the third party. We make no warranties or representations whatsoever regarding any third-party website or service and we are not responsible or liable to you for any damages, losses, or injuries of any kind arising out of your use of any third-party website.

[Intellectual property rights](#)

All intellectual property connected with the Platform ("**Intellectual Property**") is the exclusive intellectual property of us, our licensors, and/or Service Providers and it is protected by copyrights and other intellectual property rights. For the avoid of doubt, Intellectual Property does not include data owned by your Sponsoring Entity or a Counterparty that is submitted though the Platform. You are permitted to use Intellectual Property delivered to you through or accessible by the Platform only for your Sponsoring Entity's use. You may not copy, reproduce, distribute, or create derivative works from the Intellectual Property. Further, you agree not to reverse-engineer or reverse-compile any technology, including any software or other Intellectual Property associated with the Platform.

The trademarks, logos, and service marks displayed in connection with the Platform are the registered and unregistered trademarks of us, our Service Providers, or other third parties. Under no circumstances may you use, copy, imitate, alter, modify, or change these trademarks. Nothing contained on, in, or otherwise connected with the Covered Services accessible through the Platform should be construed as granting (by implication or otherwise) any license or right to use any trademark without the express written permission of us or the third party, which has rights to such trademark.

All messages, suggestions, ideas, notes, concepts, know-how, techniques, data, applications, mail, and other information you may send to us through or regarding the Platform shall be considered an uncompensated contribution of intellectual property to us and shall become our exclusive intellectual property. By submitting any of these materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called “moral rights” in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

[Accessing the Platform from outside the United States](#)

The Platform may not be available in all countries, and you understand that the described products and Covered Services are intended for parties located in the United States and U.S. Territories. We do not make any representation that the Platform is appropriate or available for use outside the United States or U.S. Territories. You are prohibited from accessing the Platform from territories where the use of the Platform is illegal. If you choose to access the Platform from locations outside the United States or U.S. Territories, you do so at your own risk, and you are responsible for compliance with local laws.

[Data tracking](#)

We may use first-party and third-party cookies to enhance your user experience, to communicate with you about your accounts or transactions, to enhance security and fraud prevention, to optimize or improve our products and services, to comply with legal and regulatory obligations, and to analyze our traffic. We may share the information collected through cookies with our Service Providers in the United States (which may be outside the jurisdiction in which you reside). Our provision of, and each use of the Platform constitutes your continuing consent to the use of this technology on our sites.

[Export control](#)

You acknowledge that your use of the Platform is subject to the United States government export control laws and regulations, which may restrict or prohibit the use, export, re-export, or transfer of the software associated with the Platform. You agree that you will not directly or indirectly use, export, re-export, or transfer the Platform software except in compliance with applicable U.S. export laws and regulations. Without limitation, you agree that you will not use the Platform in any embargoed or sanctioned country.

[Intended use](#)

The Platform is intended for customers who are 18 years old or older, or otherwise able to lawfully enter into contracts under applicable law. You agree not to use the Platform in any way that would: (a) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of the Platform to impersonate another person or entity; (b) violate any law, statute, ordinance or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (c) access the information and content programmatically by macro or other automated means; or (d) use the Platform in such a manner as to gain unauthorized entry or access to computer systems.

[Changes in terms of use](#)

We reserve the right to modify this TOU at any time. You will receive notice in accordance with applicable law when any changes are made that materially affect your rights. **By continuing to use the Platform, you agree to the most recent version of this TOU.**

Delay or suspension of service

We reserve the right to refuse to process any transaction you initiate, and we may suspend your access to the Platform at any time, for any reason, and without notice. Reasons we may suspend or terminate your use of the Platform include: your Sponsoring Entity terminates its relationship with us, suspicious activity, or suspected abuse of terms outlined in this TOU. Until your access is reinstated for the Platform, you will not be able to use any of the Covered Services accessible through the Platform. If we terminate or suspend your use of the Platform, we reserve the right to suspend any recurring activity that you have previously authorized.

Without limiting any other provision of this TOU, if we or any other Service Provider reasonably believes that your conduct in using the Platform constitutes a “Threatening Condition” (including, but not limited to, violation of this TOU, violation of any applicable laws, rules, regulations, or industry standards, or otherwise poses a threat to any system, equipment, process, intellectual property, or the reputation of us or any Service Provider), we or any such Service Provider may provide you with a notice to cease the Threatening Condition. If, in the reasonable and good faith determination of us or any Service Provider, the Threatening Condition poses an imminent or actual threat (including regulatory investigation, inquiry or penalty) to us or any Service Provider or its systems, equipment, processes, or intellectual property, you agree that we or any other Service Provider may suspend any and all use of the Platform without notice.

Term and termination

We reserve the right to add or eliminate Covered Services available on the Platform, and we may terminate all or part of this TOU and your use of any or all the Platform for any reason and at any time with or without prior notice as the law requires. You agree that you will immediately stop using the Platform upon our request.

You may contact us to voluntarily terminate your access to the Platform and withdraw your consent to this TOU. If you terminate your access and/or withdraw your consent to this TOU, you will no longer have access to any of the Platform.

If you terminate your access to the Platform, you authorize us to continue to honor any instructions you have previously authorized until we have had a reasonable opportunity to act upon your termination notice. Once we have acted upon your termination notice, we will suspend any recurring activity that you have previously authorized.

All applicable provisions of this TOU shall survive termination by either you or us, including, without limitation, provisions related to your liability, intellectual property, warranty disclaimers, limitations of liability, and indemnification.

No warranties

NEITHER WE, NOR SERVICE PROVIDERS, REPRESENTS OR WARRANTS THE ACCURACY, ADEQUACY, COMPLETENESS OR TIMELINESS OF THE PLATFORM, OR THE ERROR FREE USE OF THE PLATFORM. THE PLATFORM IS PROVIDED “AS IS” AND “AS AVAILABLE,” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND FREEDOM FROM A COMPUTER VIRUS.

IN THE EVENT OF A SYSTEM FAILURE OR INTERRUPTION, YOUR OR YOUR SPONSORING ENTITY’S DATA MAY BE LOST OR DESTROYED. YOU ASSUME THE RISK OF LOSS OF YOUR AND YOUR SPONSORING ENTITY’S DATA DURING ANY SYSTEM FAILURE OR INTERRUPTION AND THE RESPONSIBILITY TO VERIFY THE ACCURACY AND COMPLETENESS OF ANY TRANSACTIONS SO AFFECTED.

Limitation of liability; indemnification

IN NO EVENT WILL WE OR ANY SERVICE PROVIDERS BE LIABLE UNDER ANY CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHER CLAIM FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER

INTANGIBLE LOSSES (EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER CAUSED BY OR RESULTING FROM (1) THE USE OR THE INABILITY TO USE THE PLATFORM; (2) ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, LOSS OF DATA, THEFT, DESTRUCTION, OR UNAUTHORIZED ACCESS TO YOUR INFORMATION; (3) ERRORS, INACCURACIES, OMISSIONS, OR OTHER DEFECTS IN INFORMATION OR CONTENT PROVIDED BY, CONTAINED WITHIN, OR OBTAINED THROUGH THE PLATFORM, OR (4) ANY OTHER FAILURE, ACTION, OR OMISSION.

YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD US AND OUR SERVICE PROVIDERS HARMLESS FROM ANY AND ALL THIRD-PARTY CLAIMS, ACTIONS, LIABILITY, DAMAGES AND/OR COSTS (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEY'S FEES) ARISING FROM (1) A THIRD-PARTY CLAIM, ACTION OR ALLEGATION OF INFRINGEMENT, MISUSE OR MISAPPROPRIATION BASED ON INFORMATION, DATA, FILES OR OTHER MATERIALS SUBMITTED BY YOU TO OR THROUGH THE PLATFORM; (2) ANY FRAUD, MANIPULATION OR OTHER BREACH OF THIS TOU BY YOU; (3) ANY THIRD-PARTY CLAIM, ACTION OR ALLEGATIONS BROUGHT AGAINST US ARISING OUT OF OR RELATING TO A DISPUTE WITH YOU OVER THE TERMS AND CONDITIONS OF AN AGREEMENT OR RELATED TO THE PURCHASE OF SALE OF ANY GOODS OR SERVICES; (4) YOUR VIOLATION OF ANY LAW OR RIGHTS OF A THIRD PARTY; OR (5) USE OF THE PLATFORM BY ANY THIRD PARTY GRANTED BY YOU. WE RESERVE THE RIGHT, AT OUR OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU, IN WHICH EVENT YOU WILL COOPERATE WITH US IN ASSERTING ANY AVAILABLE DEFENSES. YOU WILL NOT SETTLE ANY ACTION OR CLAIMS ON OUR BEHALF WITHOUT OUR PRIOR WRITTEN CONSENT.

Waiver

We will not be deemed to have waived any of our rights or remedies under this TOU unless our waiver is in writing and signed by our authorized officer. No delay or omission on our part in exercising any rights or remedies will operate as a waiver. A waiver on one occasion will not be construed as a bar or waiver of any rights or remedies on future occasions.

Severability and headings

If any provision of this TOU is held to be void or unenforceable in any jurisdiction, such ineffectiveness or unenforceability shall not affect the validity or enforceability of such provision in any other jurisdiction or the validity or enforceability of any other provision in that or any other jurisdiction.

The headings in this TOU are for convenience or reference only and do not govern the interpretation of provisions of the TOU.

Assignment

You may not assign your obligations under this TOU to any other party and we will not honor any such assignment. We may assign this TOU and you agree that we have the right to delegate to Service Providers all the rights and performance obligations that we have under this TOU, and that the Service Providers will be third-party beneficiaries of this TOU and will be entitled to all the rights and protections that this TOU provides us.

Complete agreement

This TOU represents the sole and exclusive agreement between you and us regarding your access of the Platform and merges and supersedes all previous and contemporaneous written or oral agreements and understandings regarding your use of the Platform. Please note that your continued use of the Platform is subject to the approval of your Sponsoring Entity, which can direct us to suspend or terminate your access at any time. This TOU is governed by all applicable Federal laws of the United States of America and the laws of the State of Minnesota (without regard to any choice of law provisions thereof).

DEFINITIONS

The following definitions apply in this TOU:

The words “**we,**” “**our,**” and “**us**” mean **U.S. Bank National Association**, and respective affiliates, employees, successors, and assigns.

The words “**you**” and “**your**” mean the person or persons with access to the Platform described in this TOU.

“**Log-in Credentials**” means your personal ID, password, and any other unique biometric attribute (such as facial recognition or fingerprint) used to access the Platform, whether through credentials issued by U.S. Bank or by your Sponsoring Entity.

“**Service Providers**” means any processor or other third party that we have engaged to provide servicing capabilities, equipment, or other services in connection with the Platform. This includes any agent, independent contractor, or subcontractor of any of the foregoing.

CONTACT US

If you have any questions, concerns, or complaints, you may contact us through the Platform or by contacting us as described below. Keep in mind that we may not immediately receive electronic messages you send, and we will not take action based on your electronic message until we actually receive it and have a reasonable time to act. If you need immediate assistance, or you would like to report unauthorized access, please call us.

We accept relay calls.

1.800.417.1844 or from outside the U.S. is +011.612.973.3170

freight.customer.support@usbank.com

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