

Terms of Service

Yazoo Express Logistics, LLC

Effective Date: November 27, 2023

Last Updated: November 19, 2025

1. Introduction and Acceptance of Terms

These Terms of Service (“Terms”) constitute a legally binding agreement between Yazoo Express Logistics, LLC (“Yazoo Express,” “we,” “us,” or “our”) and you (“Customer,” “you,” or “your”) governing your use of our freight brokerage, third-party logistics (3PL), and transportation services.

By requesting a quote, booking a shipment, using our website at www.yazooexpresslogistics.com, or engaging our services in any manner, you acknowledge that you have read, understood, and agree to be bound by these Terms and our Privacy Policy.

If you do not agree to these Terms, do not use our services.

2. Services Provided

2.1 Freight Brokerage Services

Yazoo Express operates as a licensed and bonded freight broker, arranging transportation services between customers (shippers) and authorized motor carriers. We do not own trucks or employ drivers. We act as an intermediary to facilitate the transportation of your freight.

2.2 Service Offerings

Our services include, but are not limited to: - Full Truckload (FTL) freight brokerage - Less Than Truckload (LTL) freight brokerage - Specialized freight transportation (refrigerated, flatbed, stepdeck, box trucks, vans) - Third-party logistics (3PL) services - Dispatch services and carrier management - Route optimization and logistics planning - Real-time shipment tracking - Compliance and documentation support

2.3 Service Limitations

- We reserve the right to refuse service for any shipment that violates applicable laws, regulations, or our policies
- We do not transport hazardous materials, illegal goods, or prohibited items

- Service availability is subject to carrier capacity and operational constraints
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3. Customer Responsibilities

3.1 Accurate Information

You agree to provide accurate, complete, and timely information regarding: - Shipment details (origin, destination, weight, dimensions, freight type) - Pickup and delivery locations and contact information - Special handling requirements or instructions - Commodity descriptions and declared values - Any hazardous materials or special conditions

3.2 Freight Preparation

You are responsible for: - Properly packaging and securing freight for transportation - Ensuring freight is ready for pickup at the scheduled time - Providing accurate weight and dimension measurements - Labeling freight appropriately - Complying with all applicable shipping regulations

3.3 Access and Availability

You must: - Provide safe and accessible loading/unloading facilities - Ensure authorized personnel are available at pickup and delivery locations - Provide necessary equipment (forklifts, loading docks, etc.) unless otherwise arranged - Notify us immediately of any changes to pick up or delivery requirements

3.4 Prohibited Items

You may not ship: - Illegal substances or contraband - Stolen goods or property - Items that violate federal, state, or local laws - Hazardous materials without proper authorization and documentation - Perishable goods without appropriate arrangements - Live animals (unless specifically authorized)

4. Quotes and Pricing

4.1 Quote Requests

- Quotes are provided based on information you supply
- Quotes are estimates and may be adjusted if actual shipment details differ
- Quotes are valid for the period specified (typically 2-5 days)
- We reserve the right to modify or withdraw quotes at any time before acceptance

4.2 Rate Confirmation

- Final pricing is confirmed in writing via Rate Confirmation or Load Confirmation
- Rates are binding once accepted by both parties

- Additional charges may apply for accessorial services, detention, special handling, or changes to original shipment terms

4.3 Price Adjustments

Rates may be adjusted for: - Inaccurate weight, dimensions, or freight classification - Additional stops or route changes - Detention or waiting time beyond free time allowances - Special equipment or handling requirements not disclosed initially - Fuel surcharges (if applicable) - Redelivery attempts due to customer unavailability

5. Payment Terms

5.1 Payment Due Date

- Payment terms are Net 30 days from invoice date unless otherwise agreed in writing
- Payment is due regardless of your receipt of payment from your customers
- We reserve the right to require prepayment or credit card payment for new customers

5.2 Accepted Payment Methods

- ACH/Wire transfer
- Credit card (processing fees will apply)
- Company check
- Other methods as mutually agreed

5.3 Late Payment

- Late payments are subject to a service charge of 1.5% per month (18% annually) or the maximum rate permitted by law
- We reserve the right to suspend services for accounts with past-due balances
- You are responsible for all collection costs, including reasonable attorney fees

5.4 Disputes

- Payment disputes must be submitted in writing within 10 days of invoice date
- Undisputed portions of invoices must be paid on time
- Failure to dispute charges within 10 days constitutes acceptance

5.5 Right of Offset

We reserve the right to offset any amounts owed to you against amounts you owe us under any agreement or transaction.

6. Booking and Scheduling

6.1 Shipment Booking

- Shipments are confirmed upon mutual acceptance of Rate Confirmation
- We will assign a qualified carrier from our network
- Pickup and delivery times are estimates, not guarantees, unless specifically stated in writing

6.2 Cancellations

- Cancellations must be made at least 24 hours before scheduled pickup
- Cancellations made less than 24 hours before pickup may incur cancellation fees
- If a carrier is dispatched and you cancel, you may be responsible for carrier costs

6.3 Changes and Modifications

- Changes to pickup/delivery locations, dates, or freight details must be communicated immediately
 - Changes may result in additional charges
 - We will make reasonable efforts to accommodate changes but cannot guarantee availability
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7. Carrier Selection and Performance

7.1 Carrier Vetting

We select carriers based on: - Active FMCSA authority and DOT registration - Adequate insurance coverage (\$1M+ cargo liability) - Safety ratings and compliance records - Equipment capabilities and availability - Performance history and references

7.2 Carrier Relationship

- Carriers are independent contractors, not employees or agents of Yazoo Express
- Carriers are responsible for the actual transportation and handling of freight
- We are not liable for carrier negligence, misconduct, or violations

7.3 No Guarantee of Specific Carrier

- We reserve the right to select any qualified carrier in our network
 - We do not guarantee assignment of a specific carrier unless agreed in writing
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8. Liability and Insurance

8.1 Carrier Liability

- Primary liability for loss or damage rests with the motor carrier
- Carriers maintain cargo insurance as required by federal regulations
- Claims for loss or damage must be filed in accordance with Section 9

8.2 Broker Liability Limitation

As a freight broker, Yazoo Express: - Is not a motor carrier and does not transport freight - Is not liable for carrier delays, loss, damage, or negligence - Liability is limited to broker negligence in carrier selection - Is not liable for consequential, indirect, special, or punitive damages

8.3 Declared Value

- You must declare the value of your freight at time of booking
- Liability is limited to the lesser of actual loss or declared value
- Maximum liability per shipment is \$100,000 unless higher coverage is purchased
- Excess value insurance is available for an additional fee

8.4 Exclusions from Coverage

We are not liable for: - Acts of God, weather, natural disasters - Riots, strikes, civil unrest - Inherent vice or defect in the freight - Improper packaging or preparation - Delays caused by shipper or consignee - Freight abandoned or refused by consignee - Government actions, quarantines, or seizures

9. Claims Procedures

9.1 Notice of Loss or Damage

- You must note any visible loss or damage on the delivery receipt at time of delivery
- Concealed loss or damage must be reported within 5 business days of delivery
- Failure to provide timely notice may result in denial of claim

9.2 Claim Filing Requirements

Claims must be filed in writing within: - **9 months** for loss or damage claims - **2 years** for overcharge claims

Claims must include: - Original invoice and Rate Confirmation - Bill of Lading (BOL) and Proof of Delivery (POD) - Detailed description of loss or damage - Photos or other evidence - Repair estimates or replacement costs - Any other supporting documentation

9.3 Claim Processing

- We will acknowledge claims within 30 days
- We will investigate and respond with a decision within 120 days
- Payment of valid claims will be made within 30 days of settlement
- We reserve the right to inspect damaged freight before settlement

9.4 Salvage

- Damaged freight may be subject to salvage rights
- You must make damaged freight available for inspection
- Disposal of freight without our consent may result in claim denial

10. Force Majeure

Neither party shall be liable for failure to perform obligations due to circumstances beyond reasonable control, including but not limited to: - Acts of God (earthquakes, floods, hurricanes, tornadoes) - War, terrorism, civil unrest - Government actions, regulations, or restrictions - Strikes, labor disputes - Pandemics or public health emergencies - Severe weather conditions - Carrier breakdowns or accidents - Road closures or infrastructure failures

Performance obligations will be suspended during force majeure events and will resume when circumstances permit.

11. Indemnification

11.1 Customer Indemnification

You agree to indemnify, defend, and hold harmless Yazoo Express, its owner, employees, and agents from any claims, damages, losses, liabilities, and expenses (including attorney fees) arising from: - Your breach of these Terms - Your negligence or willful misconduct - Inaccurate or incomplete information you provide - Your violation of applicable laws or regulations - Third-party claims related to your freight or shipments

11.2 Mutual Indemnification

Each party agrees to indemnify the other for claims arising from its own negligence, breach of contract, or violation of law.

12. Confidentiality

12.1 Confidential Information

Both parties agree to maintain the confidentiality of: - Pricing and rate information - Business strategies and operations - Customer lists and proprietary information - Trade secrets and intellectual property

12.2 Permitted Disclosures

Confidential information may be disclosed: - To carriers as necessary to perform transportation services - To comply with legal or regulatory requirements - With prior written consent of the disclosing party

12.3 Duration

Confidentiality obligations survive termination of these Terms for a period of two (2) years.

13. Non-Solicitation

13.1 Customer Non-Solicitation

For a period of twelve (12) months following your last shipment with us, you agree not to directly solicit or hire any carrier introduced to you through our services for the purpose of bypassing our brokerage services.

13.2 Carrier Non-Solicitation

Carriers in our network agree not to solicit our customers for direct business for a period of nine (9) months following their last shipment with us.

13.3 Liquidated Damages

Violation of non-solicitation provisions may result in liquidated damages equal to twelve (12) months of estimated revenue from the affected relationship.

14. Intellectual Property

14.1 Ownership

All content on our website and in our materials, including logos, trademarks, text, graphics, and software, is the property of Yazoo Express Logistics, LLC and is protected by copyright and trademark laws.

14.2 Limited License

You are granted a limited, non-exclusive, non-transferable license to access and use our website and services for legitimate business purposes only.

14.3 Restrictions

You may not: - Copy, modify, or distribute our content without permission - Use our trademarks or branding without authorization - Reverse engineer or attempt to access our systems unlawfully - Use automated systems to scrape or collect data from our website

15. Website Use and Restrictions

15.1 Acceptable Use

You agree to use our website and services only for lawful purposes and in accordance with these Terms.

15.2 Prohibited Activities

You may not: - Violate any applicable laws or regulations - Infringe on intellectual property rights - Transmit viruses, malware, or harmful code - Attempt unauthorized access to our systems - Interfere with or disrupt our services - Impersonate any person or entity - Collect user information without consent

15.3 Account Security

If you create an account: - You are responsible for maintaining password confidentiality - You are responsible for all activities under your account - You must notify us immediately of any unauthorized access

16. Communication and Notices

16.1 Electronic Communications

By using our services, you consent to receive communications from us electronically, including: - Email correspondence - SMS text messages (if you opt in) - Website notifications - Electronic invoices and documents

16.2 Official Notices

Official notices must be sent to:

Yazoo Express Logistics, LLC
2108 N Street, Suite 8546

Sacramento, CA 95816
Email: service@yazooexpresslogistics.com
Phone: (888) 927-8617

Notices are effective upon receipt or three (3) business days after mailing.

17. Dispute Resolution

17.1 Governing Law

These Terms are governed by the laws of the State of California and applicable federal transportation regulations, without regard to conflict of law principles.

17.2 Jurisdiction and Venue

Any disputes arising from these Terms or our services shall be resolved exclusively in the state or federal courts located in San Joaquin County, California. Both parties consent to personal jurisdiction in these courts.

17.3 Mediation

Before initiating litigation, parties agree to attempt resolution through good-faith mediation conducted by a mutually agreed mediator in San Joaquin County, California.

17.4 Waiver of Jury Trial

BOTH PARTIES WAIVE THE RIGHT TO TRIAL BY JURY in any action or proceeding arising from these Terms.

17.5 Class Action Waiver

You agree to resolve disputes on an individual basis only and waive the right to participate in class actions, collective actions, or representative proceedings.

18. Limitation of Liability

18.1 Maximum Liability

Our total liability to you for any claim arising from our services shall not exceed the lesser of: - The amount paid by you for the specific shipment giving rise to the claim, or - \$100,000 per occurrence

18.2 Excluded Damages

We are not liable for: - Consequential damages (lost profits, business interruption, lost opportunities) - Indirect damages - Special damages - Punitive damages - Incidental damages

18.3 Exceptions

Liability limitations do not apply to: - Fraud or willful misconduct - Gross negligence - Violations of law that cannot be contractually limited

19. Term and Termination

19.1 Term

These Terms remain in effect for each transaction and continue as long as you use our services.

19.2 Termination by Customer

You may terminate the relationship at any time by ceasing to use our services and providing written notice. You remain responsible for payment of all outstanding invoices.

19.3 Termination by Yazoo Express

We may terminate or suspend services immediately if: - You breach these Terms - You fail to pay invoices when due - You engage in fraudulent or illegal activity - We determine continuation poses risk to our business

19.4 Effect of Termination

Upon termination: - All outstanding invoices become immediately due - You must cease using our services and website - Confidentiality, indemnification, and limitation of liability provisions survive - We will complete in-transit shipments unless termination is for cause

20. Miscellaneous Provisions

20.1 Entire Agreement

These Terms, together with our Privacy Policy and any Rate Confirmations, constitute the entire agreement between the parties and supersede all prior agreements, understandings, and communications.

20.2 Amendments

We reserve the right to modify these Terms at any time. Changes will be effective upon posting to our website. Continued use of our services after changes constitutes acceptance. Material changes will be communicated via email or SMS.

20.3 Severability

If any provision of these Terms is found invalid or unenforceable, the remaining provisions remain in full force and effect.

20.4 Waiver

Failure to enforce any provision does not constitute a waiver of that provision or any other provision.

20.5 Assignment

You may not assign or transfer these Terms without our written consent. We may assign these Terms to any successor or affiliate.

20.6 Independent Contractors

The parties are independent contractors. These Terms do not create a partnership, joint venture, employment, or agency relationship.

20.7 Third-Party Beneficiaries

These Terms are for the benefit of the parties only. No third party has rights to enforce these Terms, except carriers may enforce provisions related to their protection.

20.8 Headings

Section headings are for convenience only and do not affect interpretation.

20.9 Survival

Provisions that by their nature should survive termination (payment, liability, indemnification, confidentiality, dispute resolution) shall survive.

21. Federal Motor Carrier Regulations

21.1 Compliance

Our services are subject to federal motor carrier regulations, including: - 49 U.S.C. § 13101 et seq. (Interstate Commerce) - 49 CFR Parts 371, 372, 373, 387 (Broker regulations) - Carmack Amendment (49 U.S.C. § 14706) (Carrier liability)

21.2 Broker Authority

Yazoo Express operates under FMCSA broker authority and maintains required surety bonds and insurance.

21.3 Bill of Lading

The uniform bill of lading governs the relationship between shipper and carrier. We facilitate but are not party to the carrier-shipper contract of carriage.

22. Customer Acknowledgments

By using our services, you acknowledge and agree that:

1. You have read and understood these Terms
2. Yazoo Express Logistics is a freight broker, not a motor carrier
3. Carriers are independent contractors responsible for transportation
4. You have provided accurate shipment information
5. You understand payment terms and obligations
6. You understand claims procedures and limitations of liability
7. You consent to electronic communications
8. You agree to jurisdiction in San Joaquin County, California
9. You waive jury trial and class action rights
10. You have authority to bind your company to these Terms

23. Contact Information

For questions, concerns, or notices regarding these Terms of Service, contact us:

Yazoo Express Logistics, LLC

Address: 2108 N Street, Suite 8546, Sacramento, CA 95816

Phone: (888) 927-8617

Email: service@yazooexpresslogistics.com

Website: www.yazooexpresslogistics.com

Business Hours: Monday - Friday, 8:00 AM - 6:00 PM Pacific Time

24. Effective Date and Acceptance

These Terms of Service are effective as of November 19, 2025.

By requesting a quote, booking a shipment, or using our services, you acknowledge that you have read, understood, and agree to be bound by these Terms of Service and our Privacy Policy.

Thank you for choosing Yazoo Express Logistics. We are committed to providing military-grade logistics services with integrity, accountability, and professionalism.