

# DOTS – TERMS AND CONDITIONS OF CARRIAGE AND USE

**Last Updated:** 01/01/2026

These Terms and Conditions (“Terms”) govern all transportation services, logistics services, digital services, tracking services, and platform access provided by **DOTS Inc.** (“DOTS”, “we”, “us”, or “our”) to any shipper, customer, or user (“User”, “you”, or “your”).

By tendering shipments to DOTS or using the Services, you agree to these Terms.

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## Section 1 – Definitions

1.1 **Carrier** means DOTS Inc., acting as the primary carrier of record.

1.2 **Shipper** means the party tendering goods for transport.

1.3 **Consignee** means the recipient of the shipment.

1.4 **Shipment** means any package, pallet, or freight tendered to DOTS.

1.5 **Services** means all transportation, logistics, tracking, and platform services.

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## Section 2 – Acceptance of Terms

2.1 These Terms apply to all DOTS services unless superseded by a written contract signed by DOTS.

2.2 Tendering a shipment constitutes unconditional acceptance.

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## **Section 3 – Authority and Role**

3.1 DOTS acts as **Carrier**, not broker.

3.2 DOTS may subcontract portions of transportation while remaining Carrier of Record.

3.3 No third party has authority to modify these Terms.

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## **Section 4 – Prohibited and Restricted Shipments**

4.1 You may not ship:

- Firearms or ammunition
- Hazardous materials
- Controlled substances
- Alcohol or tobacco
- Currency or precious metals
- Human or biological materials

4.2 DOTS may inspect, refuse, or destroy prohibited shipments.

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## **Section 5 – Packaging and Compliance**

5.1 Shipper is responsible for proper packaging.

5.2 DOTS is not liable for loss caused by improper packaging.

5.3 Shipper must comply with all export/import laws.

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## **Section 6 – Rates and Charges**

6.1 Rates are based on weight, volume, distance, and declared value.

6.2 All charges must be paid regardless of delivery outcome.

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## **Section 7 – Claims and Insurance (DOTS as Carrier)**

7.1 All claims must be submitted **directly to DOTS**.

7.2 Claims must be filed in writing within **one (1) month** of delivery or scheduled delivery.

7.3 DOTS alone will:

- Investigate claims.
- Determine liability.
- Interface with insurers.
- Settle or deny claims.

7.4 Customers may not pursue DOTS insurers directly.

7.5 Insurance coverage, if any, is limited to declared value.

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## **Section 8 – Limitation of Liability**

8.1 DOTS' maximum liability shall be the lesser of:

- Actual value of goods, or
- USD \$100 per shipment unless higher value is declared and paid.

8.2 DOTS is not liable for:

- Indirect damages
  - Lost profits
  - Emotional distress
  - Market depreciation
  - Delay damages
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## **Section 9 – Excluded Causes**

DOTS is not liable for loss caused by:

- Acts of God
  - Government actions
  - War or terrorism
  - Labor disputes
  - Improper packaging
  - Shipper misdeclaration
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## **Section 10 – Delivery and Delays**

10.1 Delivery times are estimates only.

10.2 Delay does not constitute breach.

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## **Section 11 – Right of Inspection**

DOTS may inspect any shipment.

Illegal shipments may be reported to authorities.

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## **Section 12 – Indemnification**

You agree to indemnify DOTS for:

- Fines
  - Penalties
  - Legal claims
  - Customs violations
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## **Section 13 – Platform Services Disclaimer**

Tracking and digital systems are informational only.

No warranty is provided.

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## **Section 14 – Force Majeure**

DOTS not liable for events beyond reasonable control.

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## **Section 15 – Governing Law**

These Terms governed by laws of Massachusetts, USA.

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## **Section 16 – Dispute Resolution**

All disputes resolved in courts of Massachusetts.

No class actions permitted.

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## **Section 17 – Termination**

DOTS may refuse service at any time.

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## **Section 18 – Entire Agreement**

These Terms constitute entire agreement.

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