ACBInsight

OPERATED BY Datansghts

Terms of Service

Platform: ACBInsight ("the Platform", "the Service") **Provider:** DATANSGHTS LLC, a Florida limited liability company (FL Document No. L20000084511) ("Company", "we", "us", "our") **Effective Date:** May 29, 2026 **Last Updated:** September 14, 2026

---

1. Acceptance of Terms

By accessing or using the Platform — including any web application, API, dashboard, customer portal, or related service operated by the Company — you ("Customer", "you", "your") agree to be bound by these Terms of Service ("Terms"). If you are entering into these Terms on behalf of a company or other legal entity, you represent that you have the authority to bind that entity, and "you" refers to that entity.

If you do not agree to these Terms, you must not access or use the Platform.

2. Description of Service

ACBInsight is a multi-tenant software-as-a-service (SaaS) platform that provides freight forwarding and logistics management capabilities, which may include:

- Ocean, air, rail, and land shipment tracking and visibility;
- Container milestone and exception monitoring;
- Document management and ERP integration;
- Accounts receivable / invoice visibility;
- Real-time communication and support (Concierge Hub / Live Chat);
- Analytics, reporting, and notifications.

The specific features available to you depend on your subscription plan, your tenant configuration, and any features enabled by your administrator.

3. Accounts and Registration

3.1 **Eligibility.** You must be at least 18 years old and capable of forming a binding contract to use the Platform.

3.2 **Account Information.** You agree to provide accurate, current, and complete information during registration and to keep it updated.

3.3 **Credentials.** You are responsible for safeguarding your account credentials and for all activity that occurs under your account. You must notify us immediately of any unauthorized use or security breach.

3.4 **Roles and Access.** The Platform supports multiple user roles (e.g., SuperAdmin, Admin, Manager, Employee, Customer, Customer User). Your administrator controls the provisioning and permissions of users within your organization (tenant).

4. Customer Data and Ownership

4.1 **Your Data.** As between you and the Company, you retain all rights, title, and interest in the data you submit to the Platform ("Customer Data"), including shipment records, documents, and communications.

4.2 **License to Us.** You grant the Company a limited, non-exclusive license to host, process, transmit, display, and otherwise use Customer Data solely to provide and improve the Service, to comply with law, and as otherwise permitted in these Terms and our Privacy Policy.

4.3 **Tenant Isolation.** The Platform is designed to logically separate each tenant's data. We implement technical and organizational controls intended to prevent one tenant from accessing another tenant's data.

4.4 **Aggregated / De-identified Data.** We may generate and use aggregated or de-identified data derived from use of the Platform, provided such data does not identify you or any individual.

5. Acceptable Use

You agree not to:

- Use the Platform in violation of any applicable law or regulation (including export control, customs, and sanctions laws);
- Upload or transmit malware, or attempt to gain unauthorized access to the Platform or other tenants' data;
- Interfere with or disrupt the integrity or performance of the Platform;
- Reverse engineer, decompile, or attempt to extract source code, except to the extent permitted by law;
- Resell, sublicense, or provide the Platform to third parties except as expressly permitted;
- Use the Platform to store or transmit content that is unlawful, infringing, or harmful.

We may suspend or terminate access for violations of this section.

6. Third-Party Integrations

The Platform integrates with third-party services (e.g., carrier tracking APIs such as OpenTrack and PortPro, SeaRates, ERP gateways, cloud storage, email providers, and AI services). Your use of such

integrations may be subject to the third party's own terms. We are not responsible for the availability, accuracy, or actions of third-party services.

The Platform may also display publicly available information published by government agencies, such as tropical cyclone forecasts and outlooks from the U.S. National Hurricane Center (NOAA) and the Joint Typhoon Warning Center (U.S. Navy). Section 11.3 applies to that information.

7. Fees and Payment

7.1 Fees, billing frequency, and the subscription plan are set forth in your order form or subscription agreement.

7.2 Unless otherwise stated, fees are non-refundable and exclusive of taxes.

7.3 Late or non-payment may result in suspension of the Service after reasonable notice.

8. Service Levels

Availability commitments, if any, are described in the **Service Level Agreement (SLA)**, which is incorporated into these Terms by reference where applicable to your plan.

9. Intellectual Property

The Platform, including all software, designs, text, graphics, and trademarks (excluding Customer Data), is owned by the Company or its licensors and is protected by intellectual property laws. No rights are granted to you other than the limited right to use the Platform as set out in these Terms.

10. Confidentiality

Each party may receive confidential information of the other. The receiving party will use it only to perform under these Terms and will protect it using reasonable care. This section does not apply to information that is public, independently developed, or rightfully obtained from a third party.

11. Disclaimers

11.1 THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

11.2 **Tracking and Data Accuracy.** Shipment tracking, ETAs, customs status, last-free-day (LFD) calculations, and related data are derived from third-party sources and automated estimates. They may be incomplete, delayed, or inaccurate. You should not rely solely on the Platform for time-critical operational, customs, or financial decisions. The Platform is a visibility tool and does not replace your obligations as a shipper, consignee, customs broker, or carrier.

11.3 **Weather and Natural-Hazard Information.** Maps in the Platform may show tropical cyclone forecast areas, formation outlooks, and similar information ("Hazard Information") published by third-party government sources, including the U.S. National Hurricane Center (National Oceanic and Atmospheric Administration) and the Joint Typhoon Warning Center (U.S. Navy). You acknowledge and agree that:

- (a) Hazard Information is displayed as published by its source, for general context only. It is a forecast, carries inherent uncertainty, may be delayed or superseded, and may be unavailable at any time.
- (b) Hazard Information is **not an official warning** and is **not a prediction** by the Company that any shipment will be delayed, damaged, rerouted, or otherwise affected. The Platform does not assess the risk to any shipment from Hazard Information. For official warnings and instructions, consult the national meteorological or emergency-management authority for the relevant country or region.
- (c) The source agencies do not endorse the Platform or the Company. Material from U.S. government sources, including Joint Typhoon Warning Center material, is not subject to copyright protection in the United States, and the Company claims no copyright in it.
- (d) You are solely responsible for any decision made using Hazard Information. To the maximum extent permitted by law, the Company and its providers are not liable for any loss or damage arising from the use of, reliance on, or unavailability of Hazard Information.

12. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COMPANY WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR LOSS OF PROFITS, REVENUE, DATA, OR GOODWILL. THE COMPANY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS WILL NOT EXCEED THE AMOUNTS PAID BY YOU TO THE COMPANY FOR THE SERVICE IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

13. Indemnification

You will indemnify and hold the Company harmless from claims, damages, and expenses (including reasonable legal fees) arising from your Customer Data, your use of the Platform in violation of these Terms, or your violation of applicable law.

14. Term and Termination

14.1 These Terms remain in effect while you use the Platform.

14.2 Either party may terminate as set forth in the applicable subscription agreement. We may suspend or terminate access for material breach, non-payment, or unlawful use.

14.3 **Effect of Termination.** Upon termination, your right to access the Platform ceases. We will make Customer Data available for export for a limited period as described in the subscription agreement or

Privacy Policy, after which it may be deleted.

15. Changes to These Terms

We may update these Terms from time to time. Material changes will be communicated through the Platform or by email. Continued use after the effective date of changes constitutes acceptance.

16. Governing Law and Disputes

These Terms are governed by the laws of the State of Florida, United States, without regard to conflict-of-law principles. The parties submit to the exclusive jurisdiction of the state and federal courts located in Miami-Dade County, Florida, unless otherwise required by applicable law.

17. Contact

DATANSGHTS LLC
8400 NW 36th St, Suite 100, Doral, FL 33166
Email: gabriel@acb-us.com

© 2026 DATANSGHTS LLC. All rights reserved.