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# Terms of Service

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**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:** May 29, 2026

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## 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.

## 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.

## 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**

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