

C.H. Robinson Messaging Terms & Conditions

(01/17/2022)

By opting into the C.H. Robinson text messaging program (the “Text Program”), I agree to receive recurring automated promotional and personalized marketing text (e.g., SMS and MMS) messages (e.g., recommended loads) at varying frequency from C.H. Robinson, including text messages that may be sent using an automatic telephone dialing system, to the mobile telephone number I provided when signing up or any other number that I designate, even if my mobile number is listed on the National or any State or Local Do Not Call Registry. I understand Consent to receive automated marketing text messages and participate in the Text Program is not a condition of any purchase. Message and data rates may apply.

These Terms & Conditions include an Arbitration Agreement, which will govern any dispute between you and C.H. Robinson. This Arbitration Agreement will:

- Eliminate your right to a trial by jury; and
- Substantially affect your rights, including preventing you from bringing, joining or participating in class or consolidated proceedings.

The Program

Message frequency in the Text Program will vary. C.H. Robinson reserves the right to alter the frequency of messages sent at any time, so as to increase or decrease the total number of sent messages. C.H. Robinson also reserves the right to change the short code or phone number from which messages are sent and we will notify you when we do so.

Not all mobile devices or handsets may be supported, and our messages may not be deliverable in all areas. C.H. Robinson, its service providers and the mobile carriers supported by the program are not liable for delayed or undelivered messages.

I understand that I must be the mobile telephone account holder and at least 18 years of age in order to participate.

Cancellation

Text the keyword STOP, END, CANCEL, UNSUBSCRIBE or QUIT to C.H. Robinson’s shortcode to cancel. After texting STOP, END, CANCEL, UNSUBSCRIBE or QUIT to C.H. Robinson’s shortcode you will receive one additional message confirming that your request has been processed. You acknowledge that our text message platform may not recognize and respond to unsubscribe requests that do not include the STOP, END, CANCEL, UNSUBSCRIBE or QUIT keyword commands and agree that C.H. Robinson and its service providers will have no liability for failing to honor such requests. If you unsubscribe from one of our text message programs, you may continue to receive text

messages from C.H. Robinson through any other programs you have joined until you separately unsubscribe from those programs.

Help

Text the keyword HELP to our shortcode to receive customer care contact information.

Customer Care

If you are experiencing any problems, please email carriersupport@chrobinson.com.

Privacy Policy

You may review our privacy policy [here](#).

Indemnification

You agree to indemnify, defend, and hold C.H. Robinson and its officers, agents, partners, and employees, harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Text Program or from you providing us with a mobile phone number that is not your own.

eSignature Notice

By providing your information and submitting the form, you confirm that you have read and consent to the terms of this eSignature Notice. Your consent to this eSignature Notice applies to the C.H. Robinson Messaging Terms & Conditions and any other notices, disclosures, agreements, contracts, records, receipts, statements, notifications, terms of use, and other information (collectively, "Information") related to C.H. Robinson which will be distributed to you in electronic form and not in paper form. This consent will remain effective for the duration of our provision of service to you, unless and until expressly withdrawn by you. Your consent does not mean that we must provide Information electronically but instead that we may deliver some or all of the Information electronically. You may request a paper version of the Information. You acknowledge that C.H. Robinson reserves the right to charge you a reasonable fee for the production and mailing of paper versions of the Information.

You have the right to withdraw your consent to receive Information in electronic form at any time. If you wish to withdraw your consent, please visit our preference center page [here](#). You may also visit our preference center [page](#) if you wish to receive Information in electronic form through a different phone number than the one we have on file.

You are responsible for the installation, maintenance and operation of your mobile device, browser and software. We only require, at minimum, that you have a working mobile device with a mobile browser and modern apps that can access our website (such as a recent version of Apple Safari, Mozilla Firefox, or Google Chrome) and open common file formats of Information that we may send to you (for example, Microsoft Word, PDF, or a text file) running on an up-to-date operating system (such as iOS or Android). Unsupported apps, browsers or operating systems may not function properly. C.H. Robinson is not responsible for errors or failures from any malfunction of your mobile device, browser or software.

ARBITRATION AGREEMENT WITH CLASS ACTION WAIVER

Mandatory Binding Individual Arbitration. Except as expressly provided below, you agree that any dispute, claim, case, or controversy (whether based in tort, contract, statute, regulation, ordinance, equity or any other legal theory) between you and C.H. Robinson regarding the Text Program (whether arising out of or relating to past, present or future acts or omissions) (“Claims”) shall be exclusively resolved by binding arbitration on an individual basis, rather than in court (“Arbitration Agreement”).

Waiver of Class Actions. You and C.H. Robinson each agree that each party will assert Claims in arbitration only in our individual capacity, and not as a representative or member of any purported class. We each agree that we will not participate in any class, mass, collective, consolidated, private attorney general or other representative arbitration proceeding. Each party agrees that the arbitrator has no authority to arbitrate Claims on a class-wide basis and shall not consolidate, combine, or jointly arbitrate Claims of more than one person in a single arbitration.

Waiver of Jury Trial. Each party waives its constitutional and statutory rights to go to court and have a trial in front of a judge or a jury, electing instead to resolve by binding arbitration all Claims.

Small Claims Not Subject to Arbitration. Either party may bring individual Claims in small claims court.

Arbitration Procedures. Either party may initiate an arbitration proceeding, which will be conducted by a single neutral arbitrator.

Arbitration Provider. Each party will initiate arbitration before JAMS, Inc. (“JAMS”) or any successor to JAMS, which is an alternative dispute resolution provider (“ADR Provider”). In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a “Demand for Arbitration”, then either party can elect to have the arbitration administered by another mutually agreeable arbitration administration service who will hear the case.

Arbitration Rules. The arbitration will be conducted under the JAMS Streamlined Arbitration Rules and Procedures (available at www.jamsadr.com) (“Arbitration Rules”). The rules of the ADR Provider will govern all aspects of the arbitration, except to the extent such rules are in conflict with this Arbitration Agreement.

Arbitration Location. If an in-person hearing is required, then it will take place in Minneapolis, MN, Chicago, IL, New York City, NY, Los Angeles, CA, Atlanta, GA or Dallas, TX (whichever is closest to your residence), unless the claimant primarily resides outside the United States (in which case the arbitrator will give the parties reasonable notice of the date, time and place of any oral hearings).

Fees. Payment of all filing, administrative, and arbitrator fees will be governed by the Arbitration Rules.

Arbitrator’s Authority and Award. The arbitrator will decide the rights and liabilities, if any, of the parties, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator will have the authority to grant motions dispositive of all or part of any Claim. The arbitrator will have the authority to award monetary damages, and to grant any non-monetary remedy or relief available to an individual under applicable law, the ADR Provider’s Rules, and this Arbitration Agreement. The arbitrator will issue a written award and reasoned statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. Any award will be subject to judicial confirmation or entry in any court having jurisdiction.

Governing Law. This Arbitration Agreement is governed by the Federal Arbitration Act and federal arbitration law.

Confidentiality. All aspects of the arbitration proceeding, including but not limited to, the award of the arbitrator and compliance therewith, will be strictly confidential. The parties agree to maintain confidentiality unless otherwise required by law. This paragraph will not prevent a party from submitting to a court of law any information necessary to enforce this Arbitration Agreement or to enforce an arbitration award.

Limitation on Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, C.H. ROBINSON IS NOT RESPONSIBLE OR LIABLE IN ANY MANNER FOR FAILED, DELAYED, OR MISDIRECTED DELIVERY OF ANY INFORMATION SENT THROUGH THE TEXT PROGRAM, ANY ERRORS IN SUCH INFORMATION,

AND/OR ANY ACTION YOU MAY OR MAY NOT TAKE IN RELIANCE ON THE
INFORMATION OR TEXT PROGRAM.