

## Hub Group, Inc. Privacy Policy

**APPLICATION.** BY USING THIS WEBSITE (the "WEBSITE"), YOU AGREE TO BE BOUND BY THIS POLICY. IF YOU DO NOT AGREE WITH ANY OF THE TERMS OF THIS POLICY, IMMEDIATELY DISCONTINUE YOUR USE OF THE WEBSITE.

**CONFIDENTIALITY OF INFORMATION.** Hub Group, Inc. ("Hub") and you acknowledge that in connection with the provision of services you may receive confidential information of Hub and its related companies. You shall take all reasonably necessary steps to preserve the confidentiality of such information and shall refrain from disclosing the information except to the extent necessary in the performance of your duties in connection with the provision of services by Hub to you and your receipt of such services.

**CONFIDENTIALITY OF HUB.** You agree to treat as proprietary and not to provide or otherwise make available the whole or any portion of Hub's network procedures or passwords, if applicable, to any person (other than to your employees with a need to know) without the prior written consent from Hub. You agree that you will take appropriate action by instruction, agreement, or otherwise with your employees who are permitted access to the aforementioned items to notify them of your and their individual obligations under this Policy.

Any breach of this Policy will entitle Hub (i) to immediately suspend access to all or part of the Website, (ii) to immediately suspend or terminate all Hub services, and (iii) utilize any and all available remedies under this Policy and any and all available remedies available in equity and at law.

**USE OF PERSONAL INFORMATION.** Hub owns and operates the Website. Hub does not collect personal information about individual users except when such personal information is provided to Hub on a voluntary basis. The personal information collected will only be used for the express purpose of providing services to you.

Hub will not sell or transfer personal information about you to any other parties without your approval, except that Hub reserves the right to disclose such personal information (a) to Hub's business partners, affiliates, subsidiaries, and suppliers of third party products and/or services offered on the Website for purposes related to marketing and to providing the products and/or services offered by Hub, Hub's business partners, affiliates, subsidiaries and suppliers of third party products and services offered on the Website; and (b) if such disclosure is made pursuant to a legal proceeding or as required by law.

If you do not wish to be included in future marketing efforts that may involve Hub's agents, business partners, affiliates, subsidiaries or third-party suppliers of products and/or services offered on the Website, you must notify Hub via e-mail at <a href="mailto:finalmileinfo@hubgroup.com">finalmileinfo@hubgroup.com</a>. Notwithstanding your wish to cease receiving such promotional and/or marketing information, Hub reserves the right to contact you regarding matters relevant to your continuing use of the Website and/or any information about you that is held by Hub.

**SERVICES.** Hub reserves the right to conduct statistical analyses of user behavior and characteristics in order to measure interest in and use of the Website and to collect information such as the number of users that have expressed an interest in the products and/or services offered on the Website. Hub will provide only aggregated data from these analyses to third parties. Also, you are advised that Hub may permit third parties to offer goods and/or services through the Website. Hub is not responsible for any actions or policies of such third parties, and you should check the applicable privacy policy of each such third party prior to providing information.

**ACCESS TO INFORMATION**. At your request, Hub will provide reasonable access to your personal information held by Hub and will use reasonable efforts to allow you to update/correct personal information to the extent that

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such updating/correction will not compromise Hub's privacy or security interests, subject to the understanding that it may be impossible to completely delete your information without some residual information remaining due to backups.

**SECURITY.** Hub will not edit or deliberately disclose the contents of your private communications or files unless required to do so by law or in the good faith belief that such action is necessary to comply with the law, comply with any legal process or protect and defend the rights or property of Hub. You understand that the Internet and other various networking communication mediums are not secure, unless explicitly specified as such, and may be subject to interception or loss which are beyond the control of Hub and that the security, integrity, and privacy of any and all information and data exchanged between the you and Hub through the Website cannot be guaranteed. Hub makes no warranties of any kind, express, implied, or statutory concerning the data or information submitted to or available through the Website.

**PASSWORDS.** You hereby agree to keep your password confidential in order to prevent unauthorized access to the Hub network and shall only disclose the password to your employees on a need-to-know basis. You agree to notify Hub promptly of any electronic data provided to Hub until Hub is notified of the unauthorized use of your password. You shall be liable for any products and/or services ordered with or other use of the password.

**COOKIES.** A "cookie" is a small piece of data that is sent to your browser from a web server and stored on your computer's hard drive. Hub reserves the right to use cookies to help us provide customizable services and to allow you to sign-in to the Website.

You can choose whether to accept the cookies that Hub sends to you by changing the settings of your browser. If you choose not to accept these cookies, your experience at the Website may require you to re-insert information that you have already provided on the Website and some features may not work as intended.

**CHANGES TO POLICY.** Hub reserves the right to periodically review the appropriateness this Policy and may make, at its sole discretion, such changes or modifications as may be necessary. Any changes or modifications to this Policy are effective immediately upon delivery by Hub of electronic notice to all users.

**CONTACT US.** If you have any questions or concerns with the terms, conditions, rules, policies, guidelines or practices, which Hub uses to operate this site, please e-mail us at <a href="mailto:finalmileinfo@hubgroup.com">finalmileinfo@hubgroup.com</a> and we will be happy to respond to your concerns.