Rules of Engagement – CentralDispatch Ratings Management

- 1. CentralDispatch's self-managed transportation platform connects shippers/brokers and carriers together but is not a party to any such contracts, agreements or transactions, has not brokered them, and expressly disclaims all liability whatsoever arising out of, or in connection with, any such contracts, agreements or transactions between the two Members.
- 2. If you enter into a business relationship with another Member on the CentralDispatch site, you understand and agree that you do so at your own risk and that you are solely responsible for managing the business relationship and enforcing any and all rights and remedies you may have against said Member, independent of CentralDispatch.
- 3. The CentralDispatch self-managed platform allows Members to "rate" other Members via the CentralDispatch Automated Rating System. Ratings provide a forum for sharing authentic feedback about services during a transaction conducted between two Members and is the only recourse provided by CentralDispatch. By submitting a rating of another Member, you declare that
 - a. You have adhered to the CentralDispatch terms and conditions as outlined.
 - b. You have conducted a business transaction directly with said Member which originated on the CentralDispatch website and are rating said Member in good faith and accurately. If you rate a Member with which you have not conducted business directly, your access may be suspended or terminated.
 - c. The Rating that you are submitting is genuine and indicative of the status of the business relationship between you and said Member.
 - d. If submitting either a Negative or Neutral rating
 - i. You have attempted and exhausted all means of resolution with the other Member prior to utilizing the CentralDispatch Automated Rating System.
 - ii. You have sufficient, definitive documentation to upload into the CentralDispatch System to support/validate the rating that you are requesting.
- 4. In addition, any Negative or Neutral rating should clearly outline the violation(s) of the terms of a transaction in regards to any of the following
 - a. Failure to meet the mutually agreed upon terms of an individual transaction outlined in the transportation agreement between Members including but not limited to
 - i. Pick up and/or delivery location
 - ii. Pick up and/or delivery timeframe
 - iii. Description of the vehicle(s)
 - iv. Condition of the vehicle(s)
 - v. Payment amount
 - vi. Payment timeframe
 - b. Failure to communicate any requests to modify the original terms of the transaction regarding any of the following
 - i. CARRIER Failure to communicate the status of the shipment to the shipper throughout the shipping process including promptly notifying shipper of any damage, loss, theft, or unexpected delays in the pick-up or delivery of vehicles;
 - ii. SHIPPER Failure to communicate any requested changes to the original pick up or delivery location, timeframes, changes to the description of the vehicle or agreed upon price with the carrier prior to implementation;
- 5. While the Automated Rating System does not allow Members to issue ratings based on unprofessional/inappropriate behavior, we require that all ratings feedback be conducted in a professional manner.
- 6. In the event that a rating is reported to be inaccurate or false, the Automated Rating System allows both Members to provide documentation to substantiate their stance on the rating.



- a. If considered to be inaccurate or false, the company receiving the rating, herein known as the "Rated Member", must supply definitive documentation to dispute the rating. Failure to dispute a rating with or without documentation will result in the rating's automatic posting.
- b. The company submitting the rating, herein known as the 'Rating Member'', will be allowed to supply their own documentation to support the rating issued. Failure to escalate a rating with or without documentation will result in the rating's automatic removal.
- c. When necessary, documentation supplied by both Members shall reviewed by CentralDispatch to determine the rating's validity. Ratings that have been determined to be invalid or lacking definitive documentation will be removed and should not be reposted unless determined by CentralDispatch.
- 7. CentralDispatch reserves the right to remove any rating that is determined to be false, unrelated to an existing business relationship transaction originating through the site or in violation of one of our guidelines with or without reason.
 - a. Any attempt to manipulate ratings, including directly or indirectly contributing false, misleading or inauthentic content/documentation is strictly prohibited. Violation of the CentralDispatch guidelines for use of the Automated Rating System may result in restriction of use of the Automated Rating System up to and including account termination
- 8. Any Negative or Neutral ratings must be submitted within 30 days of the related order's original assignment date.
 - a. If CentralDispatch is made aware of a Negative or Neutral rating submitted more than 30 days from the assignment date, the rating will be removed immediately with or without notification.
 - b. Central Dispatch will make exceptions to the 30 day rule for extended pay terms. Exceptions will also apply to extenuating pay issues.
- 9. While CentralDispatch may facilitate the ratings process based on these conditions and guidelines, we will not attempt to mediate, interject, or resolve any open issues inclusive of non-payment, missing or hostage vehicles/titles, threats, etc.
- **10.** Should CentralDispatch become aware of a lapse in your licensing, insurance, authority or other credentials, your account will be restricted immediately, with or without notice, until credentials are reinstated.
- 11. Any communication or request regarding a rating or the Automated Rating System process should be made via the "Contact Us" email link <u>https://www.centraldispatch.com/contact-us/</u>

