



TERMS AND CONDITIONS OF USE

Website · Mobile Application · Customer Portal · Driver Application · API · Related Services

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PLEASE READ THESE TERMS CAREFULLY BEFORE USING ANY DIRECT2 EXPRESS SERVICE. BY ACCESSING OR USING OUR SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.

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1. INTRODUCTION AND ACCEPTANCE OF TERMS

Welcome to Direct2 Express LLC (“Direct2,” “Company,” “we,” “our,” or “us”). These Terms and Conditions of Use (“Terms”) govern your access to and use of all Direct2 services, platforms, websites, mobile applications, APIs, customer portals, driver applications, and related tools (collectively, the “Services”).

By accessing or using any Direct2 Service, creating an account, placing a delivery request, or clicking “I Agree” or any equivalent confirmation, you (“User,” “Customer,” or “you”) acknowledge that you have read, understood, and agree to be legally bound by these Terms and our Privacy Policy, which is incorporated herein by reference.

If you are accepting these Terms on behalf of a business entity, you represent that you have full legal authority to bind that entity to these Terms. If you do not agree to these Terms, you must immediately discontinue use of all Direct2 Services.

2. DEFINITIONS

As used in these Terms, the following words have the meanings set forth below:

- **“Services”** — All logistics, courier, and delivery services provided by Direct2, including Express/STAT/Hot Shot, On-Demand Same-Day/Next-Day, and Dedicated Route services, as well as all related digital platforms, applications, and tools.
- **“User” or “Customer”** — Any individual or business entity that accesses or uses the Services, whether as a sender, recipient, business account holder, or API integrator.
- **“Driver”** — Any individual authorized by Direct2 to perform pickup and delivery services on behalf of the Company, whether as a W-2 employee or an authorized 1099 independent contractor.
- **“Delivery Request” or “Order”** — A request placed by a Customer through any Direct2 platform requesting pickup and delivery of a shipment.
- **“Shipment” or “Package”** — Any item or collection of items tendered by a Customer to Direct2 for transportation.
- **“Declared Value”** — The monetary value of a Shipment as declared by the Customer at the time of placing a Delivery Request.
- **“Proof of Delivery” or “POD”** — The electronic record generated upon successful delivery, including delivery photographs, recipient signature, GPS coordinates, date/time stamp, and other confirmation data.
- **“Business Account”** — A customer account established pursuant to a written service agreement between Direct2 and a business entity, with bi-weekly invoicing privileges.
- **“Platform”** — Any website, mobile application, API, customer portal, driver application, or digital tool operated by Direct2.
- **“Prohibited Items”** — Any item that Direct2 refuses to transport, as described in Section 6 of these Terms.

3. DESCRIPTION OF SERVICES

Direct2 Express LLC is a technology-driven logistics and courier company based in Sandy, Utah, providing on-demand and scheduled delivery services across medical, corporate, e-commerce, and industrial sectors.

3.1 Express / STAT / Hot Shot

A dedicated, time-critical delivery service in which a single vehicle is dispatched exclusively for one shipment, with real-time GPS tracking, priority routing, and electronic Proof of Delivery. Ideal for urgent medical specimens, pharmaceutical supplies, legal documents, and critical business items.

3.2 On-Demand Same-Day / Next-Day

Flexible delivery services bookable through the Direct2 website, mobile application, or API. Customers may schedule pickups for same-day or next-day delivery windows with electronic Proof of Delivery and real-time tracking. Age verification and recipient signature are available where required.

3.3 Dedicated Routes

Scheduled, recurring delivery routes assigned to a fixed driver, available on daily, weekly, or monthly frequency. Designed for clients with predictable, high-volume delivery needs. Route schedules are established by written agreement between Direct2 and the Customer.

3.4 Service Area and Availability

Direct2 Services are available across multiple U.S. states, within the service areas established by Direct2, subject to change. Direct2 reserves the right to decline any Delivery Request outside its active service area. Current service area information is available at www.direct2express.com.

4. ACCOUNT REGISTRATION AND SECURITY

4.1 Account Creation

Certain features of the Services require creation of an account. You agree to provide accurate, complete, and current information during registration and to keep your account information updated at all times.

4.2 Eligibility

You must be at least eighteen (18) years of age to create an account or use the Services. By registering, you represent and warrant that you meet this age requirement and have the legal capacity to enter into a binding agreement.

4.3 Account Security

You are solely responsible for maintaining the confidentiality of your account credentials and for all activity that occurs under your account. Notify Direct2 immediately at support@direct2express.com if you suspect unauthorized access. Direct2 is not liable for any loss or damage arising from your failure to maintain account security.

4.4 Business Accounts

Business entities may apply for a Business Account with bi-weekly invoicing privileges, subject to credit review and approval by Direct2. Direct2 reserves the right to deny, suspend, or revoke Business Account status at its sole discretion, with reasonable notice.

4.5 Account Suspension and Termination

Direct2 reserves the right to suspend or terminate any account that violates these Terms, poses a risk of fraud, engages in prohibited conduct, or for any other legitimate reason, with or without prior notice depending on the severity of the violation.

5. SERVICE REQUESTS AND ORDER PROCESSING

5.1 Placing a Delivery Request

Customers may place Delivery Requests through the Direct2 website, mobile application, or authorized API integration. Each Delivery Request must include accurate pickup and delivery addresses, contact information, package description, and Declared Value.

5.2 Order Confirmation

A Delivery Request is not confirmed until Direct2 provides written or electronic confirmation via the Platform or by email. Direct2 reserves the right to decline any Delivery Request for any reason, including unavailability of drivers, service area limitations, or detection of Prohibited Items.

5.3 Accuracy of Information

You are solely responsible for the accuracy and completeness of all information provided in a Delivery Request. Direct2 is not liable for delivery failures or delays resulting from inaccurate or incomplete information provided by the Customer.

5.4 Estimated Delivery Times

All estimated delivery times are good-faith estimates only and are not guaranteed. Delivery times may be affected by traffic, weather, road closures, or other circumstances beyond Direct2's reasonable control. Direct2 will make commercially reasonable efforts to communicate material delays.

5.5 Real-Time Tracking

Where available, Customers may track active deliveries in real time through the Direct2 Platform. Tracking information is updated continuously and reflects the best available data at the time of viewing.

6. PROHIBITED ITEMS

IMPORTANT: Tendering any Prohibited Item to Direct2 for transport is a material breach of these Terms and may result in immediate account termination, forfeiture of any applicable refund, and civil or criminal liability.

By tendering a Shipment, you represent and warrant that your Shipment does not contain any Prohibited Item.

6.1 Absolutely Prohibited Items

The following items are prohibited under all circumstances:

- Currency, cash, coins, negotiable instruments, money orders, or items of equivalent monetary value;
- Firearms, ammunition, weapon components, or any device capable of causing bodily injury through projectile discharge;
- Illegal controlled substances, narcotics, or any item whose possession or transport is prohibited under applicable federal, state, or local law;
- Explosive devices, detonators, gunpowder, fireworks, or similar pyrotechnic materials;
- Flammable liquids, compressed gases, oxidizers, corrosives, and other hazardous materials as defined by U.S. DOT regulations, unless expressly agreed in writing under a separate hazmat agreement;
- Human remains, organs, or tissue outside of properly documented and lawfully authorized medical specimen transport;
- Items that violate any applicable export control, trade sanction, or embargo law or regulation.

6.2 Conditionally Restricted Items

The following items may only be transported with the express prior written authorization of Direct2 and subject to applicable regulatory compliance by the Customer:

- Prescription medications and controlled pharmaceutical substances;
- Biological specimens, laboratory samples, and diagnostic materials (permitted for authorized healthcare clients pursuant to applicable regulations);
- Alcohol and tobacco products, subject to applicable licensing and age verification requirements;
- High-value items with a Declared Value exceeding \$2,500.00.

6.3 Customer Responsibility

If Direct2 discovers or reasonably suspects a Shipment contains a Prohibited Item, Direct2 may refuse, hold, or return the Shipment at the Customer's expense, and may report the matter to law enforcement authorities. The Customer remains fully liable for all costs, damages, fines, penalties, and legal consequences arising from the tender of any Prohibited Item.

7. DECLARATION OF VALUE AND LIABILITY FOR LOSS OR DAMAGE

7.1 Declaration of Value

At the time of placing a Delivery Request, Customers must declare the monetary value of the Shipment. The Declared Value represents the Customer's assessment of the fair market value of the Shipment contents at the time of tender.

7.2 Limitation of Liability

In the event of loss, theft, or physical damage to a Shipment directly caused by Direct2's negligence while in Direct2's possession, Direct2's maximum liability shall be limited to the lesser of:

- The Declared Value of the Shipment as provided by the Customer at the time of the Delivery Request; or
- The actual documented replacement or repair cost of the Shipment contents.

7.3 Exclusions from Liability

Direct2 shall not be liable for loss, damage, or delay arising from:

- Inaccurate, incomplete, or misleading information provided by the Customer;
- Improper or insufficient packaging by the Customer;
- The inherent nature or fragility of the Shipment contents;
- Acts of God, natural disasters, severe weather, fire, or flood;
- Government actions, regulatory restrictions, civil unrest, or force majeure events;
- Recipient unavailability or refusal to accept the Shipment;
- Instructions given by the Customer or recipient;
- Shipments containing Prohibited Items;
- Consequential, incidental, indirect, or punitive damages of any kind.

7.4 Claims Process

All claims for loss or damage must be submitted in writing to support@direct2express.com within seven (7) calendar days of the scheduled delivery date. Claims submitted after this period will not be accepted. Direct2 will acknowledge receipt of a valid claim within five (5) business days and will conduct a reasonable investigation prior to any determination of liability.

7.5 Customer Insurance

Direct2 strongly recommends that Customers maintain appropriate insurance coverage for high-value shipments. Direct2's liability is limited as described in this Section regardless of whether the Customer has obtained additional insurance.

8. PAYMENT TERMS

The following payment terms apply depending on the Customer type and account arrangement:

Customer Type	Payment Schedule	Details
On-Demand / Online	Full prepayment at checkout	Credit/debit card, ACH, or approved digital payment at time of booking
Contract Customers	Bi-weekly invoicing (Net 15)	Invoice issued every two weeks; payment due within 15 calendar days of invoice date
Late Payment	1.5% per month on outstanding balance	Applies after the grace period on unpaid contract invoices

8.1 On-Demand and Online Customers

Customers placing Delivery Requests through the Direct2 website or mobile application are required to provide full prepayment at the time of booking. No Delivery Request will be dispatched until payment is confirmed.

8.2 Contract Customers

Business customers with an approved Business Account are invoiced on a bi-weekly basis. Invoices consolidate all Delivery Requests completed during the billing period. Payment is due within fifteen (15) calendar days of the invoice date (Net 15).

8.3 Late Payment

Invoices not paid by the due date will accrue a late fee of 1.5% per month (18% per annum) on the outstanding balance, or the maximum rate permitted by applicable law, whichever is lower. Direct2 reserves the right to suspend Services for any account with an overdue balance of fifteen (15) or more days.

8.4 Disputed Invoices

Contract Customers who wish to dispute an invoice must submit written notice to support@direct2express.com within ten (10) calendar days of the invoice date. Undisputed portions remain due and payable by the original due date. Direct2 will investigate all valid disputes within fifteen (15) business days.

8.5 Taxes

All fees and charges are exclusive of applicable sales, use, or similar taxes unless otherwise expressly stated. Customers are responsible for any applicable taxes imposed on their use of the Services.

8.6 Price Changes

Direct2 reserves the right to modify its pricing at any time. For on-demand customers, updated pricing is reflected at checkout prior to order confirmation. For contract customers, pricing changes will be communicated in writing at least thirty (30) days prior to taking effect.

9. CANCELLATION AND MODIFICATION POLICY

9.1 Cancellation Before Dispatch

A Customer may cancel a confirmed Delivery Request at no charge at any time prior to the assignment and dispatch of a Driver. For prepaid on-demand orders cancelled prior to dispatch, a full refund will be issued to the original payment method within five (5) to ten (10) business days.

9.2 Cancellation After Dispatch

If a Driver has already been dispatched at the time of cancellation, the Customer will be charged a cancellation fee. The applicable cancellation fee will be disclosed in the rate schedule presented at the time of booking or in the applicable service agreement. For prepaid on-demand orders, the cancellation fee will be deducted from the refundable amount.

9.3 Order Modifications

Modification requests must be submitted before a Driver is dispatched. Direct2 will make reasonable efforts to accommodate modifications but cannot guarantee them after a Driver is assigned. Additional charges may apply for modifications that materially change the scope of service.

9.4 Direct2's Right to Cancel

Direct2 reserves the right to cancel any Delivery Request at any time for legitimate reasons, including detection of Prohibited Items, service area unavailability, driver safety concerns, or force majeure events. Prepaid on-demand customers will receive a full refund in such cases.

10. PROOF OF DELIVERY

10.1 Electronic POD

Upon successful completion of each delivery, Direct2 generates an electronic Proof of Delivery (POD) record, which may include delivery photograph, recipient digital signature, GPS coordinates, date and time stamp, QR code confirmation, PIN verification, and driver observations.

10.2 POD as Evidence of Delivery

The POD constitutes conclusive evidence that the Shipment was delivered to the designated location or recipient at the recorded date and time, unless the Customer or recipient submits a written dispute supported by evidence within seven (7) calendar days of the recorded delivery.

10.3 Recipient Availability

Customers are responsible for ensuring that a designated recipient is available at the delivery location. If no authorized recipient is available, the Driver may, at Direct2's discretion: (a) attempt re-delivery; (b) leave the package in a designated safe location with photographic documentation; or (c) return the package. Additional charges may apply for re-delivery attempts.

10.4 Age Verification and Restricted Deliveries

For deliveries requiring age verification, the Driver will request government-issued identification from the recipient before releasing the Shipment. If adequate identification cannot be provided, the Shipment will not be released and will be returned to the sender at the Customer's expense.

11. DRIVER AND PERSONNEL RELATIONSHIP

11.1 Driver Classification

Direct2 utilizes both W-2 employees and authorized 1099 independent contractors to perform delivery services. Regardless of their classification, all Drivers operating on behalf of Direct2 are subject to Direct2's operational standards, conduct requirements, and service protocols.

11.2 Driver Vetting

All Drivers are subject to background screening, vehicle inspection, and training requirements prior to authorization. Direct2 maintains appropriate insurance coverage for all delivery operations conducted by its authorized Drivers.

11.3 No Agency Relationship with Customer

Nothing in these Terms shall be construed as creating an employment, agency, partnership, or joint venture relationship between Direct2's Drivers and the Customer. Drivers perform services under Direct2's operational direction and do not act as agents of the Customer.

11.4 Driver Conduct

Customers who experience concerns regarding Driver conduct should report them immediately to support@direct2express.com. Direct2 will investigate all legitimate complaints and take appropriate corrective action.

12. CUSTOMER RESPONSIBILITIES

By using the Services, you agree to:

- Provide accurate, complete, and truthful information in all Delivery Requests;
- Ensure that all Shipments comply with applicable federal, state, and local laws and regulations;
- Properly package all Shipments to withstand normal handling conditions during transit;
- Disclose all relevant handling requirements for fragile, temperature-sensitive, or special-care items at the time of booking;
- Ensure that the Declared Value accurately reflects the fair market value of the Shipment contents;
- Ensure that a qualified recipient is available at the designated delivery location or that clear alternative delivery instructions are provided;
- Refrain from tendering any Prohibited Item, as defined in Section 6;
- Comply with all Direct2 operational instructions, including driver communication protocols;
- Pay all applicable charges and fees in accordance with Section 8;
- Promptly notify Direct2 of any concerns, disputes, or claims within the timeframes specified in these Terms.

13. PROHIBITED USES OF THE SERVICES

You agree not to use the Services for any of the following purposes:

- To violate any applicable law, regulation, or third-party right;
- To transmit any fraudulent, misleading, or deceptive Delivery Request or account information;
- To reverse engineer, decompile, or extract proprietary source code or algorithms from the Platform;
- To conduct any unauthorized data scraping, crawling, or automated harvesting of content from the Platform;
- To facilitate the transport of Prohibited Items as defined in Section 6;
- To impersonate another person, business, or entity;
- To interfere with or disrupt the integrity or performance of the Platform or its underlying infrastructure;

- To introduce malicious code, viruses, or other harmful software into the Platform;
- To use the Services in any manner that could damage, disable, or impair Direct2's operations, reputation, or legal compliance.

14. INTELLECTUAL PROPERTY

14.1 Direct2 Ownership

All content, software, trademarks, logos, trade names, service marks, interfaces, graphics, text, images, and other materials made available through the Direct2 Platform are the exclusive property of Direct2 Express LLC or its licensors and are protected by applicable intellectual property laws.

14.2 Limited License

Direct2 grants you a limited, non-exclusive, non-transferable, revocable license to access and use the Platform solely for the purpose of utilizing the Services in accordance with these Terms. You may not reproduce, modify, distribute, sell, or create derivative works from any Direct2 Content without prior written authorization.

14.3 Customer Content

By submitting information or content through the Platform, you grant Direct2 a limited license to use such content solely to the extent necessary to provide the Services. You retain ownership of any content you submit.

14.4 Feedback

If you provide Direct2 with suggestions, ideas, or feedback regarding the Services, Direct2 may use such feedback without restriction or compensation to you, and all such feedback shall become the sole property of Direct2.

15. DISCLAIMERS OF WARRANTY

THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT.

Direct2 does not warrant that: (a) the Services will be uninterrupted, error-free, or secure; (b) delivery times will be guaranteed; (c) the Platform will be free from viruses or other harmful components; or (d) results obtained through the Services will be accurate or reliable.

16. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, DIRECT2 EXPRESS LLC, ITS OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AND AGENTS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF BUSINESS, LOSS OF DATA, BUSINESS INTERRUPTION, OR

REPUTATIONAL HARM, EVEN IF DIRECT2 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

FOR DIRECT DAMAGES ARISING FROM THE PROVISION OF THE SERVICES, DIRECT2'S TOTAL AGGREGATE LIABILITY SHALL NOT EXCEED THE LESSER OF: (A) THE DECLARED VALUE OF THE AFFECTED SHIPMENT; OR (B) THE TOTAL FEES PAID BY THE CUSTOMER TO DIRECT2 IN THE THIRTY (30) DAYS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

17. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Direct2 Express LLC, its members, officers, directors, employees, contractors, agents, and successors from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to:

- Your use or misuse of the Services;
- Your violation of these Terms or any applicable law or regulation;
- The tender of any Prohibited Item to Direct2 for transport;
- Inaccurate, incomplete, or fraudulent information provided by you in a Delivery Request;
- Any claim by a third party arising from your actions or omissions in connection with the Services;
- Your infringement of any intellectual property or other rights of any third party.

18. DISPUTE RESOLUTION AND GOVERNING LAW

18.1 Governing Law

These Terms shall be governed by and construed in accordance with the laws of the State of Utah, United States, without regard to its conflict of law principles.

18.2 Informal Resolution

Before initiating any formal legal proceeding, you agree to attempt in good faith to resolve any dispute informally by contacting Direct2 at support@direct2express.com with a written description of your claim and the specific relief sought. Direct2 will make reasonable efforts to respond within fifteen (15) business days. If the parties are unable to resolve the dispute informally within thirty (30) days of the initial notice, either party may pursue formal remedies.

18.3 Jurisdiction and Venue

Any legal action arising from or relating to these Terms shall be subject to the exclusive jurisdiction of the state and federal courts located in Salt Lake County, Utah. You hereby consent to personal jurisdiction in such courts and waive any objection to venue in Salt Lake County, Utah.

18.4 Limitation Period

Any claim or cause of action arising from or relating to these Terms or the Services must be filed within one (1) year after such claim arose, regardless of any statute of limitations to the contrary. Claims not filed within this period are permanently barred.

18.5 Class Action Waiver

To the extent permitted by applicable law, you agree that any dispute will be resolved on an individual basis only, and not as a class, consolidated, or representative action.

19. TERMINATION

19.1 Termination by Customer

You may discontinue use of the Services and close your account at any time by contacting Direct2 at support@direct2express.com. Termination does not relieve you of any outstanding payment obligations incurred prior to termination.

19.2 Termination by Direct2

Direct2 reserves the right to suspend or terminate your account and access to the Services, with or without notice, for material breach of these Terms, fraudulent or unlawful activity, persistent non-payment, tender of Prohibited Items, conduct that poses a safety risk, or any other legitimate reason.

19.3 Effect of Termination

Upon termination, your license to use the Platform immediately ceases. Any outstanding balances become immediately due and payable. Provisions that by their nature survive termination — including Sections 7, 8, 14, 15, 16, 17, 18, and 23 — shall continue in full force and effect.

20. CHANGES TO THESE TERMS

Direct2 may update these Terms from time to time. When material changes are made, Direct2 will update the “Last Updated” date, provide prominent notice on the website for at least 30 days, and send email notification to registered account holders where the change materially affects their rights. Continued use of the Services after the effective date of any update constitutes your acceptance of the revised Terms.

21. CONTACT US

For questions, concerns, or notices regarding these Terms, please contact:

Direct2 Express LLC

9253 S Ashbourne Dr, Sandy, Utah 84094, United States

Website: www.direct2express.com

Email: support@direct2express.com

Telephone: (801) 882-4789

For legal notices, please submit by email to support@direct2express.com with the subject line “Legal Notice — Terms and Conditions.”

22. VERSION HISTORY

The following table provides a record of all versions of these Terms and Conditions.

Version	Date	Summary
1.0	July 1, 2026	Initial publication of Terms and Conditions of Use.
1.1	July 2, 2026	Removed legal-review placeholder note; updated service area language to reflect multi-state operations (Section 3.4); updated Effective Date and Last Updated.

23. ENTIRE AGREEMENT

These Terms and Conditions, together with the Direct2 Express LLC Privacy Policy and any applicable written service agreement, constitute the entire agreement between you and Direct2 Express LLC with respect to the subject matter herein, and supersede all prior or contemporaneous agreements, representations, warranties, or understandings, whether oral or written.

If any provision of these Terms is found to be invalid or unenforceable, that provision shall be modified to the minimum extent necessary to make it enforceable, and the remaining provisions shall continue in full force and effect.

The failure of Direct2 to enforce any right or provision of these Terms shall not constitute a waiver of that right or provision unless acknowledged in writing by an authorized representative of Direct2.

END OF TERMS AND CONDITIONS OF USE — Version 1.1 — Effective July 2, 2026