

TERMS OF SERVICE FOR IGNITIA

Effective Date: September 5, 2026

1. Introduction

These Terms of Service ("Terms") govern access to and use of the Ignitia website and any delivery, courier, logistics, or related services offered by Ignitia LLC ("Ignitia," "we," "us," or "our").

By accessing our website, requesting services, creating an account, submitting delivery information, or otherwise using services governed by these Terms, you agree to be bound by them. If you do not agree, do not use the website or services.

2. Scope of These Terms and Separate Agreements

These Terms primarily govern use of Ignitia's website and services provided directly by Ignitia to a customer. If Ignitia performs services as a subcontractor, independent contractor, or service provider under a separate written agreement with another courier, logistics company, medical provider, laboratory, pharmacy, healthcare organization, or other business, that separate written agreement controls the applicable work to the extent it conflicts with these Terms.

Nothing on this website expands Ignitia's obligations under a separate agreement or creates service levels, insurance requirements, regulatory duties, handling standards, or guarantees beyond those expressly accepted by Ignitia in writing.

3. Service Area and Availability

Ignitia primarily provides courier and delivery services within the five boroughs of New York City: Brooklyn, Bronx, Manhattan, Queens, and Staten Island.

Service availability, pickup times, delivery windows, geographic coverage, and acceptance of any particular request are not guaranteed and may vary based on staffing, traffic, weather, vehicle availability, customer requirements, regulatory considerations, and other operational factors.

Ignitia reserves the right to accept, reject, suspend, or discontinue a delivery request or service, subject to applicable law and any controlling written agreement.

4. Eligibility and Authority

You must be at least eighteen (18) years old and legally capable of entering into a binding agreement to use services governed by these Terms.

If you request services on behalf of a business, medical provider, laboratory, pharmacy, organization, or other entity, you represent that you are authorized to act for that entity and, where applicable, bind it to these Terms.

5. Service Requests, Pricing, and Payment

Services may be requested through Ignitia's website, telephone, email, an approved third-party platform, a direct business arrangement, or another method authorized by Ignitia.

Prices may vary based on distance, urgency, pickup and delivery requirements, waiting time, weight, size, special handling, after-hours service, and other operational requirements. A displayed or preliminary price may be adjusted when information supplied by the customer is incomplete or inaccurate or when the actual service materially differs from what was requested.

Payment terms may also be governed by an invoice, account agreement, subcontractor agreement, service agreement, rate sheet, or other written arrangement. Ignitia may use third-party payment processors and is not responsible for interruptions or failures solely attributable to those providers.

6. Cancellations, Waiting Time, and Failed Deliveries

Cancellation fees, waiting-time charges, redelivery fees, return-trip charges, after-hours charges, or other reasonable fees may apply when a delivery is cancelled, delayed, refused, inaccessible, improperly prepared, or cannot be completed because of circumstances attributable to the customer, sender, recipient, facility, or their representatives.

Customers are responsible for providing accurate pickup and delivery information and ensuring that authorized personnel are available when required.

If a delivery cannot reasonably or lawfully be completed, Ignitia may seek further instructions, return the shipment, transfer it as authorized, or take another reasonable action consistent with safety, applicable law, and any controlling written agreement.

7. Packaging, Labeling, Classification, and Shipment Preparation

Unless Ignitia expressly agrees otherwise in writing, the sender is responsible for properly preparing, packaging, sealing, labeling, classifying, identifying, documenting, and securing all items before pickup and for complying with all laws and instructions applicable to the shipment.

Ignitia may refuse any shipment that appears damaged, leaking, improperly sealed, improperly labeled, improperly documented, unsafe, unauthorized, or otherwise unsuitable for transportation.

Acceptance or pickup of a shipment does not constitute Ignitia's certification that the shipment was properly packaged, classified, labeled, documented, or legally prepared.

8. Medical, Clinical, Laboratory, and Temperature-Sensitive Shipments

Where Ignitia accepts medical, laboratory, clinical, pharmaceutical, specimen, supply, or similar shipments, the customer is responsible for providing accurate handling instructions and properly preparing the shipment before pickup unless a separate written agreement expressly assigns a particular responsibility to Ignitia.

Any required temperature range, delivery deadline, handling method, chain-of-custody procedure, signature requirement, security measure, or other special condition must be communicated to and accepted by Ignitia before service begins.

Ignitia does not independently guarantee a particular temperature, clinical condition, specimen viability, transit time, chain-of-custody protocol, or delivery outcome unless that requirement has been expressly accepted by Ignitia in a controlling written agreement.

9. Prohibited and Restricted Items

Customers may not tender illegal goods or any shipment that Ignitia is not legally authorized, properly trained, equipped, insured, or contractually approved to transport.

Restricted items may include, depending on the circumstances, hazardous materials, regulated biological substances, infectious substances, controlled substances, radioactive materials, explosives, firearms, dangerous chemicals, or other regulated goods.

A restricted or regulated material may be accepted only when Ignitia has expressly agreed to transport it and all applicable legal, regulatory, packaging, training, documentation, operational, and insurance requirements have been satisfied. Ignitia may request additional information or refuse transportation when reasonably necessary for safety or

legal compliance.

10. Protected Health Information and Confidential Information

Customers should provide only the minimum information reasonably necessary to arrange and complete a delivery.

Unless Ignitia has expressly approved a secure method for transmitting protected health information ("PHI"), users must not submit medical records, diagnoses, Social Security numbers, treatment information, or other unnecessary PHI through general website forms, ordinary email, or other unsecured communication channels.

Ignitia will handle confidential information in accordance with applicable law and its contractual obligations. Certain courier activities may constitute transmission-only or conduit services under HIPAA, while other relationships may create Business Associate obligations. Nothing in these Terms independently designates Ignitia as a HIPAA Business Associate or eliminates any Business Associate Agreement or other HIPAA obligation that is required by law or expressly accepted in writing.

11. Chain of Custody and Delivery Documentation

Where required by a customer or controlling written agreement, Ignitia may maintain pickup confirmations, delivery confirmations, timestamps, recipient names, signatures, photographs, tracking records, or other documentation associated with a delivery.

Customers must communicate special identification, signature, documentation, or chain-of-custody requirements before pickup. Routine tracking records do not, by themselves, constitute a guarantee that a shipment maintained any particular clinical, environmental, evidentiary, or regulatory condition during transit.

12. Customer Representations and Instructions

The customer represents that all information supplied to Ignitia is accurate and that the customer has lawful authority to tender the shipment and provide any addresses, contact information, delivery instructions, or other data supplied to Ignitia.

Ignitia may rely on information and instructions supplied by the customer, sender, recipient, or their authorized representatives. Ignitia is not responsible for losses caused by materially inaccurate, incomplete, unlawful, or conflicting instructions that Ignitia did not cause.

13. Delays and Events Outside Ignitia's Reasonable Control

Ignitia will make reasonable efforts to perform accepted services in accordance with the applicable arrangement, but pickup and delivery times may be affected by circumstances outside Ignitia's reasonable control.

These circumstances may include traffic, road closures, severe weather, accidents, vehicle or mechanical failures despite reasonable maintenance, government action, building restrictions, security procedures, recipient unavailability, emergencies, labor disruptions, natural disasters, public-health events, technology or communications failures, and similar events.

Ignitia is not responsible for loss caused solely by circumstances outside its reasonable control, except to the extent applicable law or a controlling written agreement provides otherwise.

14. Loss, Damage, and Limitation of Liability

Customers should not tender items whose value, sensitivity, or risk exceeds the protection available under the applicable service agreement, declared-value arrangement, or insurance coverage without first obtaining written approval from Ignitia.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IGNITIA WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST BUSINESS, LOSS OF USE, LOSS OF OPPORTUNITY, OR SIMILAR DAMAGES ARISING FROM USE OF THE WEBSITE OR PERFORMANCE OF SERVICES.

For direct physical loss of or damage to property arising from a shipment governed solely by these Terms, and where no different written limitation or declared-value arrangement applies, Ignitia's maximum liability will be the lesser of (a) the customer's proven direct physical loss or (b) \$100 per shipment. A higher declared value or different liability limit applies only if expressly accepted by Ignitia in writing before pickup and any applicable additional charge is paid.

If a controlling written service agreement, subcontract, declared-value agreement, or applicable insurance arrangement establishes a different liability allocation or limit, that written arrangement controls for the shipment it governs.

Nothing in these Terms excludes, limits, or waives liability for fraud, willful misconduct, gross negligence where such liability cannot lawfully be limited, or any other liability that applicable law does not permit the parties to exclude, limit, or waive.

15. Indemnification

To the fullest extent permitted by law, the customer agrees to defend, indemnify, and hold harmless Ignitia LLC and its members, employees, contractors, agents, and representatives from third-party claims, losses, penalties, damages, costs, and reasonable legal expenses to the extent arising from the customer's materially inaccurate instructions; improper packaging, labeling, classification, documentation, or shipment preparation; illegal, prohibited, undeclared, or improperly disclosed contents; violation of applicable law; violation of these Terms; or materials or information supplied by the customer.

Ignitia will provide reasonable notice of a covered third-party claim when practicable. Ignitia may participate in the defense with counsel of its choosing at its own expense, and the customer may not settle a claim in a manner that admits fault by, imposes non-monetary obligations on, or otherwise materially prejudices Ignitia without Ignitia's written consent, which will not be unreasonably withheld.

This section does not require indemnification for liability to the extent caused by Ignitia's own conduct where applicable law prohibits such indemnification.

16. Employees, Independent Contractors, Subcontractors, and Third Parties

Ignitia may use employees, independent contractors, subcontractors, transportation providers, technology providers, payment processors, or other service providers where reasonably necessary or permitted by the controlling agreement.

The use of a service provider does not create an employment, partnership, joint-venture, fiduciary, or other relationship between the customer and that provider except as expressly established by law or a separate written agreement.

17. Insurance

Ignitia may maintain insurance appropriate to its operations and contractual obligations. The existence of insurance does not expand Ignitia's liability beyond liability imposed by applicable law or expressly assumed in a controlling written agreement.

If a customer requires particular coverage, limits, endorsements, certificates, additional-insured status, or other insurance conditions, those requirements must be agreed to in writing before the applicable service is performed.

18. Website Use

Users may not misuse the Ignitia website, interfere with its operation or security, attempt unauthorized access, introduce malicious code, submit fraudulent information, impersonate another person or organization, scrape or exploit the website unlawfully, or use the website for an unlawful purpose.

Ignitia may restrict access when reasonably necessary to protect its systems, business, customers, service providers, or third parties.

19. Privacy, Cookies, and Data Security

Ignitia's collection and handling of personal information is described in its Privacy Policy. The website may use cookies, analytics, security tools, hosting services, communication providers, or similar technologies as described in that policy.

Ignitia will maintain reasonable safeguards for covered private information as required by applicable law. No Internet transmission or electronic storage system can be guaranteed to be completely secure.

20. Intellectual Property

The Ignitia name, logos, website design, original text, graphics, branding, and other content owned by Ignitia are protected by applicable intellectual-property laws. Except as permitted by law, users may not reproduce, distribute, modify, sell, or commercially exploit Ignitia-owned website content without written permission.

Third-party names, marks, software, and content remain the property of their respective owners.

21. No Warranty

Except as expressly stated in a controlling written agreement, the website and services are provided on an "as available" basis. Ignitia does not warrant uninterrupted or error-free website operation or guarantee that every requested delivery will be accepted or completed within a particular timeframe.

Any warranty or right that cannot legally be disclaimed remains unaffected.

22. Suspension or Termination

Ignitia may refuse, suspend, or terminate website access or services when reasonably necessary because of nonpayment, fraud, safety concerns, unlawful activity, repeated violations of these Terms, material customer misrepresentation, operational necessity, or another legitimate business reason, subject to applicable law and controlling written agreements.

23. Governing Law and Venue

These Terms are governed by the laws of the State of New York, without regard to conflict-of-law principles, except where federal law or another mandatory law applies.

To the extent permitted by applicable law, any court proceeding arising solely under these Terms and not governed by a separate written agreement shall be brought in a state or federal court of competent jurisdiction located in Kings County, New York, or the federal judicial district encompassing Kings County. Each party consents to personal jurisdiction and venue in those courts, subject to any non-waivable legal right to proceed elsewhere.

24. Dispute Resolution

Before commencing litigation arising solely from these Terms or direct services governed by them, the parties are encouraged to attempt in good faith to resolve the dispute directly.

These Terms do not impose mandatory arbitration. A separate written commercial agreement may establish arbitration or other dispute-resolution procedures. If such an agreement controls the dispute, its procedures govern to the extent of any conflict with this section.

25. Changes to These Terms

Ignitia may revise these Terms from time to time. Material changes will be reflected by updating the effective date or by another reasonable form of notice where required by law. Revised Terms apply prospectively unless applicable law permits otherwise.

26. Severability

If any provision of these Terms is held invalid, unlawful, or unenforceable, that provision will be enforced to the maximum extent legally permissible and the remaining provisions will remain in effect.

27. No Waiver

Ignitia's failure to enforce a provision of these Terms does not waive its right to enforce that provision or another provision later.

28. Assignment

A user may not assign rights or obligations under these Terms without Ignitia's prior written consent where consent is legally permitted to be required. Ignitia may assign these Terms in connection with a merger, reorganization, sale of substantially all relevant assets, or other lawful business succession.

29. No Third-Party Beneficiaries

Except where a controlling written agreement expressly provides otherwise, these Terms are for the benefit of Ignitia and the customer and do not create enforceable rights in any other person or entity.

30. Survival

Provisions that by their nature should continue after completion or termination of services will survive, including provisions concerning payment obligations, confidentiality, intellectual property, limitation of liability, indemnification, governing law, dispute resolution, and any accrued rights or obligations.

31. Entire Agreement and Order of Precedence

These Terms, the Privacy Policy, and any applicable written service agreement, subcontract, account agreement, rate agreement, or other written terms constitute the applicable agreement governing the relevant relationship.

If a separately signed or expressly accepted written agreement conflicts with these Terms, the separate agreement controls for the subject matter and services it governs. These website Terms do not amend a separate written subcontract or customer agreement unless that agreement expressly provides otherwise.

32. Contact Information

Questions regarding these Terms may be directed to:

Ignitia LLC

Brooklyn, New York

Email: support@ignitianetwork.com