

Carrier Terms

Effective September 19, 2026

VEXO-LEGAL-2026-09-19-1

Company contact details updated September 27, 2026; commercial terms remain effective September 19, 2026.

Applies prospectively, subject to applicable law and the acceptance requirements in this document. Existing signed agreements control within their scope; this website update does not amend them.

1. Scope, incorporation and controlling documents

1.1 These Carrier Terms apply to commercial carriage accepted by an independently authorised Carrier when incorporated into the parties' transaction. Carrier remains responsible for the transportation operations it performs. VEXO is the arranging property broker unless a separate signed instrument and applicable authority establish a different role.

1.2 Mandatory law prevails. An expressly modifying signed amendment and the signed broker-carrier agreement take precedence over these website terms. A rate confirmation governs the shipment-specific details permitted by the master agreement. Neither a Carrier tariff, invoice, BOL nor a later website revision unilaterally changes the signed agreement. The applicable terms version shall be supplied or identified before acceptance and preserved in the shipment record.

2. Overview, Acceptance and Scope

2.1 These Carrier Terms and Conditions (the "Terms") govern each shipment tendered by VEXO Logistics ("VEXO" or "Broker") to a motor carrier or authorised transportation provider ("Carrier"). They supplement any signed Broker-Carrier Agreement and each VEXO Rate Confirmation, written load tender, service schedule and customer-specific instruction expressly accepted by Carrier. Carrier may accept or decline a tender in its independent discretion. No minimum-volume, exclusivity, guaranteed-revenue or continuing-tender obligation is created. Carrier accepts responsibility when it signs or electronically accepts a Rate Confirmation, dispatches toward pickup after receiving load details, takes possession of freight, or otherwise begins performance. These Terms apply to commercial freight transportation. Household-goods transportation, passenger transportation, customs brokerage, warehousing and other regulated services are excluded unless VEXO expressly agrees in a signed writing.

3. Definitions

3.1 Applicable Law means all statutes, regulations, orders, permits, safety standards, mandatory conditions of carriage and lawful governmental requirements applicable to the parties, drivers, equipment, cargo or services. Customer means a shipper, consignor, consignee, beneficial cargo owner or other party for whom VEXO arranges transportation. Rate Confirmation means VEXO's written or electronic shipment tender stating load-specific commercial and operational terms. Services means motor-carrier transportation and related services performed by Carrier. Loss includes claims, liabilities, fines, penalties, judgments, damages, costs and reasonable legal fees to the extent recoverable by law.

4. Independent Contractor and Broker Status

4.1 Carrier is an independent contractor and retains exclusive control over its drivers, equipment, routing, hours of service, maintenance, rest decisions, cargo securement and safety. Neither Carrier nor its personnel are employees, agents, partners, joint venturers or representatives of VEXO or any Customer. VEXO acts solely as a property broker unless a separate written document expressly identifies a licensed motor-carrier affiliate as the performing carrier. Tracking requests, appointment communications and shipment-status monitoring are administrative visibility functions and do not transfer operational control to VEXO. Carrier has no authority to bind VEXO, extend credit, settle claims, alter customer instructions or represent VEXO as the motor carrier.

5. Authority, Registrations and Continuing Eligibility

5.1 Carrier represents throughout performance that it holds all operating authority, registrations, safety certificates, carrier codes, permits and licences required in every jurisdiction in which it operates. For U.S. interstate service, Carrier must maintain active motor-carrier authority and USDOT registration. For Canadian service, Carrier must maintain all applicable federal and provincial safety, carrier-code, extra-provincial and operating requirements. Carrier shall immediately notify VEXO of any suspension, revocation, out-of-service order, unsatisfactory safety rating, insurance lapse, ownership change, legal-name change, authority transfer, identity-theft event or investigation that could affect performance. VEXO may verify authority, safety, identity and insurance at any time. Verification does not relieve Carrier of its own duties and is not a warranty to any third party.

6. Compliance, Drivers and Equipment

6.1 Carrier shall comply with all applicable driver-qualification, drug and alcohol, hours-of-service, ELD, vehicle-inspection, maintenance, cargo-securement, size-and-weight, dangerous-goods, environmental, sanitation, food-safety and workplace-safety requirements. Safe and lawful operation supersedes every schedule, appointment, preference or instruction. Carrier shall refuse any unsafe or unlawful instruction and notify VEXO promptly. Carrier shall not accept a shipment unless the assigned driver has sufficient lawful hours, qualifications and suitable equipment. Equipment must be safe, roadworthy, clean, dry, odour-free, pest-free and suitable for the commodity. Carrier shall not substitute the approved carrier identity, authority, driver, tractor or trailer without prior written approval, except where immediate substitution is necessary for safety and VEXO is notified promptly.

7. Rate Confirmations and Commercial Terms

7.1 Each accepted Rate Confirmation will identify the shipment, currency, agreed rate, equipment, stops, appointments and special requirements. Carrier must review all information before acceptance and request correction of discrepancies immediately. The stated rate is all-inclusive except for accessories expressly listed or later approved in writing by an authorised VEXO representative. Carrier shall not rely on oral promises of additional compensation. Carrier may communicate operationally with pickup and delivery facilities as required to perform the shipment but shall not negotiate rates or material commercial changes directly with the Customer.

8. No Rebrokering, Subcontracting or Unauthorised Transfer

8.1 Carrier shall transport each accepted shipment under its own active authority using equipment operated by its employees or bona fide leased owner-operators under Carrier's exclusive possession, control and responsibility. Carrier shall not broker, rebroker, co-broker, subcontract, interline, assign, trip-lease, transfer or tender a shipment to another carrier, dispatch service, broker or third party without VEXO's prior written approval identifying the actual performing carrier. Unauthorised transfer is a material breach. VEXO may suspend or redirect payment to the lawful performing carrier, notify Customers, insurers and regulators, and recover resulting Losses. These remedies are compensatory and cumulative.

9. Bills of Lading and Shipment Documents

9.1 Carrier shall issue or execute the applicable receipt or bill of lading as the actual motor carrier. VEXO's name shall not be inserted as the carrier. Failure to issue or correctly complete a bill of lading does not reduce Carrier's legal or contractual responsibility. Before departure, Carrier shall compare the Rate Confirmation, bill of lading and freight tender. Conflicting commodity, count, weight, temperature, seal, destination, hazmat or special instructions must be reported before signing or leaving the facility. These Terms and the Rate Confirmation control over conflicting carrier tariff language, website terms, invoice boilerplate or unilateral documents issued by Carrier, except to the extent mandatory law requires otherwise.

10. Loading, Count, Securement, Seals and Cargo Condition

10.1 Carrier is responsible for inspecting apparent cargo condition, trailer suitability, load distribution, legal weight, securement and seal information before departure. Visible damage, shortage, overage, improper packaging, unsafe loading or overweight condition must be reported immediately. Where Carrier is not permitted to observe loading or count, the bill of lading should be marked "shipper load and count" or equivalent. This notation does not excuse Carrier from duties within its control, including equipment suitability, securement and safe operation. Carrier shall preserve seal integrity and record all seal numbers. A seal may be removed only by the consignee, law enforcement, border authorities or with VEXO's written direction, except in a genuine emergency necessary to protect life, property or cargo.

11. Service Performance, Appointments and Incidents

11.1 Carrier shall arrive on time, confirm facility requirements and provide immediate notice of any delay, breakdown, accident, rejection, detention, border hold, appointment issue or condition affecting the shipment. Carrier shall not change appointments, redirect freight, consolidate, transload, cross-dock, warehouse, leave freight unattended or permit unauthorised access without written approval, except where necessary to protect life or property. Carrier shall obtain complete, legible pickup and delivery records, including signatures, printed names, dates, times, exceptions and all bill-of-lading or proof-of-delivery pages. Accidents, theft, attempted theft, fictitious pickup, diversion, hijacking, spill, seal discrepancy, temperature excursion, property damage or governmental contact must be reported immediately when safe. A written incident report and available evidence must be supplied within twenty-four hours.

12. Tracking, Communications and Data

12.1 Carrier shall provide continuous visibility through the tracking method stated in the Rate Confirmation, including approved GPS, ELD-connected tracking, mobile application, portal or check calls. Tracking must remain active from dispatch through delivery unless legally or technically impossible. Carrier authorises VEXO and approved providers to process location, device and shipment-status data for transportation, security, customer-service, audit and compliance purposes. Drivers shall not read or send messages while operating a vehicle. Communications must occur while lawfully stopped or through lawful hands-free methods.

13. Detention, Layover, TONU and Accessorials

13.1 No detention, layover, truck-order-not-used, lumpers, toll, storage, redelivery, reconsignment, pallet, border, permit or other accessorial is payable unless stated in the Rate Confirmation or approved in writing by VEXO, except where mandatory law provides otherwise. Carrier must notify VEXO before detention begins or as soon as the qualifying condition is known and provide facility-verified arrival and departure times, receipts and supporting documentation. Unless stated otherwise, requests must be submitted within five business days after delivery. Unsupported, untimely or unauthorised charges may be denied to the extent permitted by law. Carrier shall reasonably mitigate costs.

14. Invoices, Compensation and Payment

14.1 VEXO will pay the agreed rate for properly completed Services after receiving Carrier's invoice, signed Rate Confirmation, complete bill of lading, legible proof of delivery, receipts and all required supporting documents. Unless the Rate Confirmation states otherwise, undisputed charges are payable within thirty days after VEXO receives a complete and accurate invoice package. Quick Pay is available only when separately approved and may be subject to the disclosed fee. Carrier should submit invoices within ninety days after delivery. Payment does not waive VEXO's right to audit, offset or recover duplicate, erroneous, unsupported or fraudulently obtained amounts.

15. Factoring, Assignment and Payment-Change Security

15.1 Carrier may assign freight receivables to one disclosed factor through a valid Notice of Assignment accepted by VEXO. Operational duties may not be assigned. Conflicting assignments are Carrier's responsibility and payment may be suspended until entitlement is verified. Changes to bank accounts, remittance addresses, factors or payment instructions are ineffective until VEXO completes independent verification through previously validated contact information and receives acceptable supporting documents. Email alone is insufficient. Payment made in good faith to the last verified payee discharges VEXO to the extent of that payment. Carrier is responsible for Losses caused by conflicting, compromised or fraudulent payment instructions originating from Carrier or its representatives.

16. Cargo Liability and Claims

16.1 Carrier assumes responsibility for cargo when it takes possession and remains responsible until complete delivery and acceptance, subject to applicable law. For U.S. interstate shipments, Carrier's liability is governed by applicable federal law, including 49 U.S.C. section 14706 where applicable. Canadian shipments are subject to applicable mandatory federal or provincial conditions of carriage. Carrier shall promptly investigate, acknowledge and resolve cargo claims. It shall preserve evidence, permit inspection and provide driver statements, ELD/GPS records, photographs, seal records, temperature records and other relevant documents. Carrier shall not pay, compromise, deny or dispose of cargo relating to a claim in a manner that prejudices VEXO or the Customer without reasonable coordination. VEXO's assistance does not make VEXO the motor carrier or claim debtor.

17. Insurance

17.1 Carrier shall maintain insurance with financially responsible insurers and limits sufficient for the Services, including at minimum: commercial automobile liability of US \$1,000,000 per occurrence (or the greater amount required by law or commodity); cargo liability of US \$100,000 per shipment unless a higher amount is stated; commercial general liability of US \$1,000,000 per occurrence; workers' compensation as required by law; and employer's liability where applicable. Hazardous materials, high-value, refrigerated, pharmaceutical, cross-border or specialised shipments may require additional coverage. Policies must not exclude the commodities or operations accepted by Carrier. Carrier shall provide certificates and endorsements upon request and notify VEXO promptly of cancellation, non-renewal, material reduction or exclusion. Insurance does not limit Carrier's liability.

18. Indemnity and VEXO Liability

18.1 To the fullest extent permitted by law, Carrier shall defend, indemnify and hold harmless VEXO, its Customers and their respective officers, employees and agents from Losses arising from Carrier's Services, breach, negligence, wilful misconduct, legal noncompliance, employment obligations, cargo loss or damage, bodily injury, death, property damage, rebrokering, fraud or data-security failure, except to the extent caused by the indemnitee's independently established negligence or wilful misconduct. VEXO is not liable for indirect, incidental, special, exemplary, punitive or consequential damages, lost profits, loss of use or loss of opportunity. Any direct liability of VEXO arising solely from its brokerage services is limited to the amount expressly stated in a signed agreement or, absent such agreement, US \$100 per shipment to the fullest extent permitted by law.

19. Freight Charges, Customer Contact and Liens

19.1 Carrier shall look solely to VEXO for payment and shall not invoice, collect from, assert a lien against or pursue the Customer, shipper, consignee or beneficial cargo owner for freight charges relating to a VEXO load, except where VEXO gives written consent or mandatory law provides an unavoidable right. Carrier shall not withhold cargo, refuse delivery, exercise a possessory lien or use cargo as leverage in a payment dispute. Carrier's remedy is a claim against VEXO under the governing agreement and applicable law. Operational contact with facilities is permitted. Commercial solicitation, rate negotiation and customer circumvention are restricted as stated below.

20. Confidentiality and Limited Non-Circumvention

20.1 Carrier shall protect VEXO and Customer confidential information, including rates, lane data, shipment details, contacts, security procedures and system credentials. Information may be used only to perform accepted shipments and satisfy legal obligations. For twelve months after Carrier's last VEXO shipment, Carrier shall not knowingly solicit or transport directly for a Customer first introduced by VEXO using information obtained through VEXO, unless Carrier proves a documented pre-existing direct relationship. This restriction does not prohibit general advertising or relationships independently developed without VEXO confidential information. Carrier shall not use VEXO's trademarks, logo or name in publicity without written consent.

21. Cross-Border and Customs Coordination

21.1 Carrier must maintain all authority, carrier codes, bond arrangements, customs capability and registrations required for U.S.-Canada and other cross-border movements. Carrier shall accurately transmit and preserve information needed for ACE, ACI/eManifest, PAPS, PARS and related processes where applicable. Carrier shall not cross, present or move freight contrary to VEXO's written instructions or before required customs releases. Border holds, inspections, rejects, broker requests, manifest errors and customs communications must be reported immediately. Carrier remains responsible for its own filings, vehicle and crew admissibility, carrier codes, cabotage, immigration, customs-bond and regulatory compliance. VEXO is not a customs broker unless separately licensed and expressly engaged in writing.

22. Hazardous Materials and Dangerous Goods

22.1 Carrier shall accept hazardous materials or dangerous goods only if it is properly authorised, insured, equipped and trained and the Rate Confirmation expressly identifies the shipment. Carrier shall verify shipping descriptions, UN/NA numbers, hazard classes, packing groups, placards, emergency response information and required documentation before departure. Carrier shall comply with U.S. DOT hazardous-materials regulations, Canadian Transportation of Dangerous Goods requirements and all applicable emergency, security, routing and parking rules. Any discrepancy must be resolved before transportation begins.

23. Temperature-Controlled, Food, Pharmaceutical and High-Value

23.1 Freight Carrier must confirm temperature set point, operating mode, pre-cooling, fuel level, sanitation, previous-load restrictions, seal requirements and recorder instructions before loading. Reefer units must remain operational and adequately fuelled throughout transit. Carrier shall preserve temperature, reefer, fuel, seal and sanitation records and report excursions immediately. It shall not break seals, change set points or deviate from stated handling requirements without written authorisation except in an emergency. Food shipments must comply with applicable sanitary-transportation requirements. Pharmaceutical, high-value and theft-sensitive freight may require team service, secure parking, route controls, geofencing or additional insurance as stated in the Rate Confirmation.

24. Records, Audit, Cybersecurity and Privacy

24.1 Carrier shall maintain shipment, driver, equipment, insurance, safety, tracking, billing and compliance records for the period required by law and at least three years after the shipment unless a longer period is specified. Carrier shall provide records reasonably requested to verify charges, service, compliance or a claim. VEXO may audit transaction records relevant to VEXO shipments, subject to reasonable confidentiality safeguards. Carrier shall maintain reasonable administrative, technical and physical safeguards. Suspected identity theft, email compromise, credential misuse, data breach or fraudulent load tender must be reported immediately. Carrier shall verify unusual instructions through known VEXO contact channels.

25. Taxes, Employment and Trade Compliance

25.1 Carrier is solely responsible for its taxes, payroll, benefits, workers' compensation, employment, immigration and contractor obligations. Rates include all ordinary operating costs unless a Rate Confirmation expressly states otherwise. Carrier shall comply with applicable anti-bribery, sanctions, export-control and trade laws and shall not knowingly use prohibited persons, entities, equipment or funds in connection with a VEXO shipment.

26. Force Majeure

26.1 Neither party is liable for delay caused by circumstances beyond its reasonable control, including severe weather, natural disaster, war, civil unrest, governmental action, epidemic, infrastructure failure or labour disruption, provided the affected party gives prompt notice and uses commercially reasonable efforts to mitigate. Force majeure does not excuse payment for Services already performed or obligations concerning cargo protection, safety, confidentiality, evidence preservation or incident reporting.

27. Suspension, Termination, Default and Remedies

27.1 VEXO may suspend tenders or terminate the relationship immediately for authority or insurance lapse, unsafe operation, fraud, rebrokering, cargo theft, material misrepresentation, data compromise, repeated service failure or material breach. Either party may otherwise terminate future dealings by written notice, subject to completion of accepted shipments. VEXO may withhold or offset amounts reasonably connected with a documented claim, duplicate payment, chargeback, fraud, indemnity obligation or breach, subject to applicable law. Remedies are cumulative and waiver of one breach is not waiver of another.

28. Governing Law and Dispute Resolution

28.1 California law and applicable federal transportation law govern to the extent validly agreed, subject to non-waivable law applicable to the movement. The dispute procedure in the signed master agreement controls, including its arbitration provision if valid and applicable. These website terms do not substitute court-only legacy language for that procedure.

28.2 Where no controlling agreement establishes dispute resolution, applicable law and validly accepted terms determine the forum. These terms do not create a new arbitration, class-action or jury waiver through passive website access. Formal notices, amendment, severability, assignment and survival shall be interpreted consistently with the governing agreement and mandatory law.

29. Notices, General Terms and Electronic Records

29.1 Formal notices must be in writing and delivered by personal delivery, recognised overnight courier, certified mail or a verified electronic method designated in a Rate Confirmation or signed agreement. Notices to VEXO may be sent to its address stated on the cover or another address designated in writing. If a provision is unenforceable, it will be enforced to the maximum lawful extent and the remainder will remain effective. Headings are for convenience. No waiver is effective unless in writing. Carrier may not assign these Terms or a shipment without VEXO's written consent. Electronic signatures, click acceptance, portal acceptance, email confirmation, tracking records, EDI messages and other electronic records may be used as originals and admitted as evidence to the extent permitted by law.

30. 2942 Cheswycke Terr, Fremont, California 94536

30.1 FMCSA Property Broker: MC-1730101 Website: vexologistics.com

31. Authority verification and continuing disclosure

31.1 Carrier shall provide accurate legal identity, operating authority, safety registration, business address and contact information. Information must match the performing entity rather than a different affiliate or dispatch company. Carrier shall disclose any suspension, revocation, material restriction, change of control or identity issue affecting its ability to perform an accepted shipment and shall not operate beyond its authority.

31.2 Onboarding approval is conditional on continuing eligibility and does not guarantee any minimum number of loads or revenue. Carrier shall cooperate with reasonable verification of authority and insurance through independent sources. An approval notification does not permit Carrier to disregard a later out-of-service order, unsafe condition or legal restriction.

32. No unauthorised transfer, rebrokering or identity substitution

32.1 Carrier shall not broker, subcontract, interline, trip-lease or otherwise transfer an accepted movement except where the controlling agreement expressly permits it and VEXO has given the required written approval. A dispatch-service relationship does not itself authorise the dispatch service to act as the performing carrier or to replace the contracted entity.

32.2 Any proposed replacement shall be identified before pickup, with the actual provider, authority, insurance, equipment and applicable chain of responsibility. Carrier remains liable to the extent required by the governing agreement and law. Approval of a substitute for one shipment is not standing approval for future transfers. False pickup credentials, altered rate confirmations and undisclosed double brokering constitute grounds for rejection or suspension and appropriate lawful escalation.

33. Driver control, safety and stop-work authority

33.1 Carrier controls recruitment, compensation, training, supervision, legal driving hours, routing decisions and safe operation of its personnel and equipment. A customer appointment or dispatch request does not authorise speeding, unlawful hours, unsafe parking, improper loading or operation of defective equipment. Carrier shall decline or pause an unsafe instruction and promptly seek a compliant alternative.

33.2 Carrier shall provide vehicles suitable for the declared cargo and inspect equipment for visible defects, contamination and security concerns before use. Required licences, permits, inspections and safety records shall remain current. VEXO's communication about shipment milestones does not transfer the employer's or operator's duties, and no provision waives safety, registration or insurance obligations that cannot be waived.

34. Pickup identity, custody and seal records

34.1 Before pickup, Carrier shall provide the agreed driver and equipment identifiers and promptly report changes. Driver shall verify the shipment reference, apparent package count and visible condition to the extent reasonably observable. Discrepancies, inability to inspect a sealed shipment and shipper-load-and-count conditions shall be accurately recorded rather than concealed by an unqualified clean signature.

34.2 Carrier shall record seal numbers where applicable and comply with the agreed chain-of-custody procedure. A seal may be broken when lawfully required or reasonably necessary for safety or cargo protection; the reason, location, time, person directing the action and replacement seal should be documented and communicated promptly. The fact of a broken or intact seal does not conclusively determine liability without considering the evidence and applicable law.

35. Insurance evidence and uncovered exposure

35.1 Carrier shall maintain the coverages and limits required by its signed agreement and applicable law for the cargo and territory involved. Certificates are evidence of stated coverage, not amendments to the policy and not guarantees that a specific loss will be paid. Carrier shall disclose material cargo exclusions, territorial restrictions and changes that affect a tendered load.

35.2 Insurance limits do not automatically cap Carrier's contractual or statutory liability. Additional-insured, waiver-of-subrogation or primary-coverage obligations apply only as actually agreed and available under the relevant policy and law. Carrier shall facilitate direct verification with its authorised insurance representative and shall not tender altered or misleading certificates.

36. Cargo exceptions, accident response and cooperation

36.1 Carrier shall prioritise life safety, emergency assistance and lawful instructions of authorities. It shall promptly notify VEXO of theft, collision, significant delay, cargo damage, temperature excursion, seal compromise, inspection, impoundment or another material exception affecting the shipment. Notifications shall include known facts, location, equipment identity, immediate protective steps and a reachable contact, without speculation or fabricated certainty.

36.2 Carrier shall preserve relevant BOLs, receipts, photographs, seal records, temperature data, communications and legally available operating records. It shall permit reasonable inspection and cooperate with the cargo owner, insurers and investigators subject to legal obligations and privilege. No party shall destroy, sell or dispose of affected cargo contrary to law or an applicable evidence-preservation duty.

37. Delivery, invoice package and payment integrity

37.1 Carrier shall obtain a legible delivery record identifying the recipient, delivery date and actual exceptions. Electronic timestamps and signatures must reflect the event rather than an anticipated delivery. A refusal to sign or a disputed count shall be documented promptly. Carrier shall not withhold cargo or essential delivery records as improper leverage over a commercial dispute.

37.2 The invoice package shall identify the agreed shipment reference, contracted entity, agreed rate, authorised additional services and required supporting receipts. Factoring or assignment notices shall be authenticated and reconciled with prior instructions before payment is redirected. The applicable agreement controls the payment period, offsets, supporting-document requirements and any quick-pay charge; website marketing does not create a different payment promise.

38. Cross-border and specialist cargo acceptance

38.1 Carrier shall accept only movements for which the actual operator and equipment are legally qualified. The parties shall identify the border crossing, customs responsibilities, in-bond requirements if any, required carrier codes and the person responsible for transmitting advance information. Clearance coordination does not authorise a driver to cross without a required release or document.

38.2 Food, dangerous goods, high-value cargo, oversized loads and controlled commodities require the advance disclosures and written instructions appropriate to the cargo. Carrier shall confirm that equipment, personnel, insurance and permits meet those requirements before dispatch. No general onboarding acceptance represents an unrestricted authorisation to handle every commodity or every country.

39. Confidentiality, tracking permissions and incident reporting

39.1 Carrier shall use customer contacts, load references, rates and shipment data only for performance, billing, compliance and other agreed purposes. Access shall be limited to authorised persons. Tracking or location sharing must comply with law and required notices to affected drivers; a service obligation does not authorise covert personal surveillance.

39.2 Carrier shall protect credentials, report suspected compromise and terminate access for departed personnel. Information shall not be sold, used for unrelated solicitation or disclosed to an unapproved replacement provider. Required legal disclosures remain permitted, with notice and reasonable limitation where lawful. Confidentiality does not prevent lawful safety reports, protected disclosures or cooperation with authorities.