

TRUCKPAY TERMS OF SERVICE

Effective as of November 17, 2016

These terms of service (these “Terms”) constitute a legally binding agreement between you and TruckPay Inc. (“TruckPay,” “we,” “us” or “our”) governing your use of the TruckPay application, website, and technology platform (collectively, the “TruckPay Platform”). By using the TruckPay Platform, you expressly acknowledge that you understand these Terms (including the dispute resolution and arbitration provisions set forth in these Terms) and accept all of these Terms. If you do not agree to be bound by these Terms, you may not use or access the TruckPay Platform.

The TruckPay Platform

The TruckPay Platform provides a marketplace where persons who seek transportation of loads and other jobs completed (“Listers”) can be matched with persons who provide transportation services with respect to those loads or complete those jobs (“Providers”) and a paper ticket replacement scan technology and a GPS tracking technology (the “Technologies”) that facilitate enhanced tracking of jobs and the provision of productivity metrics (the “Technology Benefits”). Listers and Providers are collectively referred to herein as “Users,” and each User shall create a User account that enables access to the TruckPay Platform. For purposes of these Terms, the services provided by Providers (either directly or through subcontractors) to Listers that are matched through the Platform shall be referred to collectively as the “Services.” Any decision by a User to offer or accept Services is a decision made in such User’s sole discretion. Each Service provided by a Provider (either directly or through subcontractors) to a Lister shall constitute a separate agreement between such persons. A person providing Services on behalf of a Provider, whether the Provider directly, or an employee, independent contractor or other agent of Provider, is referred to herein as a “Driver.”

Modification of these Terms

In the event TruckPay modifies these Terms, such modifications shall be binding on you only upon your acceptance of the modified Terms by your subsequent use of the TruckPay Platform. TruckPay reserves the right to modify any information referenced in the hyperlinks from these Terms from time to time, and such modifications shall become effective upon posting. Continued use of the TruckPay Platform or Services after any such changes shall constitute your consent to such changes. Unless material changes are made to the arbitration provisions herein, you agree that modifications of these Terms do not create a renewed opportunity to opt out of arbitration (if applicable).

Eligibility

The TruckPay Platform may only be used by entities and by individuals who can form legally binding contracts under applicable law. The TruckPay Platform is not available to children (persons under the age of 18) or Users who have had their User account temporarily or permanently deactivated. By becoming a User, you represent and warrant that (a) if you are an entity, you have all requisite power and authority to accept these Terms, or (b) if you are an

individual, you are at least 18 years old and that you have the right, authority and capacity to enter into and abide by these Terms. You may not allow other persons to use your User account, and you agree that you are the sole authorized user of your account.

Charges

As a Lister, you agree to pay the amounts you specify will be paid to TruckPay for specific Services listed by you on the TruckPay Platform and Services (“Charges”). Furthermore, by using the TruckPay Platform and Services, you acknowledge and agree as follows:

- TruckPay is serving solely as (a) a marketplace that you will use to find Providers to move loads or provide the other Services specified by you and (b) a provider of the Technologies;
- You are obligated to pay to TruckPay all load scan and load fees that have incurred during any invoice period for any job listed by you on the TruckPay Platform (and you will hold TruckPay harmless from any failure by you to timely pay such fees);
- Such invoices will be paid in accordance with the payment terms stipulated for each particular job that you have created on the TruckPay Platform;
- Your authorized representatives will immediately review all invoices when the TruckPay Platform has notified you and authorize payment, unless
 - You have determined reasonably and in good faith that there is a material problem with any such invoice; and
 - You have timely notified TruckPay and the applicable Provider of such problem; and
- If such a problem exists, your designated representative will work reasonably and in good faith (and as though time is of the essence) to resolve such problem and will immediately pay the invoice once such problem has been resolved in a manner consistent with the resolution of the problem.

As a Provider, by accepting an assignment to provide Services using the TruckPay Platform, you acknowledge and agree that TruckPay is serving solely as a marketplace that you will use to find jobs relating to transport and delivery of loads or providing other Services to Listers, and thus TruckPay has no obligation to pay you for any services rendered by you (or your employees, contractors or affiliates) unless:

- You were engaged for a job that was listed on the TruckPay Platform;
- You accept such job using the TruckPay Platform and complete the job in a manner reasonably satisfactory to the Lister who listed the job on the TruckPay Platform; and
- Such Lister has paid TruckPay for your services relating such job (it being understood that TruckPay shall not be obligated to pay you any more than the amount it received from such Lister with respect to the applicable Services, whether received through TruckPay’s third-party payment processing service or otherwise).

Fees and Other Charges.

- *Service Fee.* TruckPay may assess a “Service Fee” to support the TruckPay Platform and related services provided to you by TruckPay. The amount of the Service Fee may vary but shall be retained by TruckPay in its entirety.
- *Other Charges.* Other fees and surcharges may apply to your Services, including state or local fees. In addition, where required by law, TruckPay will collect applicable taxes. These other charges are not shared with the applicable Provider unless expressly stated otherwise.

All Charges for Services provided in connection with the use of the TruckPay Platform must be facilitated and paid through a third-party payment processing service (e.g., Stripe, Inc.) specified by TruckPay. No Provider or Driver may accept any payment directly from any Lister for Services provided in connection with the use of the TruckPay Platform. TruckPay may replace its third-party payment processing services without notice to you.

Payments

If you are a Provider, you will receive payment for your provision of Services solely through the third-party payment processing service specified by TruckPay; provided, however, that in the event of non-payment for Services by a Lister, TruckPay may, in its sole discretion, authorize the unpaid Provider to seek payment directly from such Lister of the amount specified on the TruckPay Platform for the applicable Services (it being understood that such action by a Provider shall not impair or interfere with TruckPay’s ability to collect the fees and other amounts it is owed by such Lister). All payments are subject to a TruckPay Service Fee. You acknowledge and agree that any amounts so paid to you shall not include any interest and will be net of any amounts that we are required to withhold by law. Drivers shall look solely to the applicable Provider for Payment and neither any Lister nor TruckPay shall have any liability to pay a Driver for the provision of Services.

TruckPay Communications

By becoming a User, you agree to receive communications from us, including via e-mail, text message, calls, and push notifications. You agree that texts, calls or prerecorded messages may be generated by automatic telephone dialing systems. Communications from TruckPay, its affiliated companies and/or Providers or Listers, may include but are not limited to: operational communications concerning your User account or use of the TruckPay Platform or Services, updates concerning new and existing features on the TruckPay Platform, communications concerning promotions run by us or our third-party partners, and news concerning TruckPay and industry developments. Standard text messaging charges applied by your cell phone carrier will apply to text messages we send.

Your Information

Your Information is any information you provide, publish or post to or through the TruckPay Platform (including any profile information you provide) or send to other Users (including via in-application feedback, any email feature, or through any TruckPay-related social media posting) (your “Information”). You consent to us using your Information to create a User account that will

allow you to use the TruckPay Platform and participate in the Services. Our collection and use of personal information in connection with the TruckPay Platform and Services is as provided in TruckPay's Privacy Statement located at www.TruckPay.com/privacy. You are solely responsible for your Information and your interactions with other members of the public, and we act only as a passive conduit for your online posting of your Information. You agree to provide and maintain accurate, current and complete information and that we and other members of the public may rely on your Information as accurate, current and complete. To enable TruckPay to use your Information, you grant to us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, transferable, sub-licensable (through multiple tiers) right and license to exercise the copyright, publicity, and database rights you have in your Information, and to use, copy, perform, display and distribute such Information to prepare derivative works, or incorporate into other works, such Information, in any media now known or not currently known. TruckPay does not assert any ownership over your Information; rather, as between you and TruckPay, subject to the rights granted to us in these Terms, you retain full ownership of all of your Information and any intellectual property rights or other proprietary rights associated with your Information.

You may be able to create or log-in to your TruckPay User account through accounts you may have with third party social media platforms (each, an "SMP"). By connecting to TruckPay through an SMP, you understand that TruckPay may access, store, and make available any SMP content according to the permission settings of your SMP (e.g., friends, mutual friends, contacts or following/followed lists (the "SMP Content"). You understand that SMP Content may be available on and through the TruckPay Platform to other Users. Unless otherwise specified in these Terms, all SMP Content, if any, shall be considered to be your Information.

Promotions and Referral Programs

TruckPay, at its sole discretion, may make available promotions with different features to any Users or prospective Users. These promotions, unless made to you, shall have no bearing whatsoever on your Agreement or relationship with TruckPay. TruckPay reserves the right to withhold or deduct credits or benefits obtained through a promotion the event that TruckPay determines or believes that the redemption of the promotion or receipt of the credit or benefit was in error, fraudulent, illegal, or in violation of the applicable promotion terms or these Terms.

As part of your User account, TruckPay may provide you with or allow you to create a "TruckPay Code," a unique alphanumeric code for you to distribute to friends, family and other persons (each a "Referred User") to become new TruckPay Listers or Providers. TruckPay Codes may only be distributed for promotional purposes and must be given away free of charge. You may not sell, trade, or barter your TruckPay Code. You are prohibited from advertising TruckPay Codes. TruckPay reserves the right to deactivate or invalidate any TruckPay Code at any time in TruckPay's discretion.

From time to time, TruckPay may offer you with incentives to refer new Users to the TruckPay community (the "Referral Program"). These incentives may come in the form of TruckPay Credits, and TruckPay may set or change the incentive types, amounts, terms, restrictions, and qualification requirements for any incentives in its sole discretion. Your distribution of TruckPay Codes and

participation in the Referral Program is subject to these Terms and any rules for the Referral Program that we specify from time-to-time.

Restricted Activities

With respect to your use of the TruckPay Platform and your participation in the Services, you agree that you will not:

- Violate any law, statute, rule, permit, ordinance or regulation;
- Interfere with or disrupt the Services or the TruckPay Platform or the servers or networks connected to the TruckPay Platform;
- Post Information or interact on the TruckPay Platform or Services in a manner which is false, inaccurate, misleading (directly or by omission or failure to update information), defamatory, libelous, abusive, obscene, profane, offensive, sexually oriented, threatening, harassing, or illegal;
- Use the TruckPay Platform in any way that infringes any third party's rights, including but not limited to: intellectual property rights, copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy;
- For a period of six months after a User's most recent interaction (regardless of whether such interaction results in any provision of Services) with a Lister, Provider or Driver using the TruckPay Platform, solicit or attempt to solicit such Lister, Provider or Driver with respect to providing any Services in any manner that does not use the TruckPay Platform (it being understood that this provision will not prohibit Providers and Drivers that have an employment or independent contractor relationship that existed prior to their use of the TruckPay Platform from maintaining that pre-existing relationship);
- Post, email or otherwise transmit any malicious code, files or programs designed to interrupt, damage, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or surreptitiously intercept or expropriate any system, data or personal information;
- Forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted through the TruckPay Platform;
- "Frame" or "mirror" any part of the TruckPay Platform, without our prior written authorization or use meta tags or code or other devices containing any reference to us in order to direct any person to any other web site for any purpose; or
- Modify, adapt, translate, reverse engineer, decipher, decompile or otherwise disassemble any portion of the TruckPay Platform or any software used on or for the TruckPay Platform;
- Rent, lease, lend, sell, redistribute, license or sublicense the TruckPay Platform or access to any portion of the TruckPay Platform;
- Use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, scrape, "data mine", or in any way reproduce or circumvent the navigational structure or presentation of the TruckPay Platform or its contents;
- Link directly or indirectly to any other web sites;
- Transfer or sell your User account, password and/or identification to any other party

- Discriminate against or harass anyone on the basis of race, national origin, religion, gender, gender identity, physical or mental disability, medical condition, marital status, age or sexual orientation,
- Impersonate any person or entity;
- Stalk, threaten, or otherwise harass any person, or carry any weapons; or
- Cause any third party to engage in the restricted activities above.

Lister Representations, Warranties and Agreements

Each Lister represents, warrants, and agrees that it:

- Will not make any misrepresentation regarding TruckPay, the TruckPay Platform, the Services or your status as a Lister;
- Will not attempt to defraud TruckPay, Listers or Drivers on the TruckPay Platform or in connection with your provision of Services;
- Agree that we may obtain information about you, including your criminal records, and you agree to provide any further necessary authorizations to facilitate our access to such records during the term of the Agreement;
- Will only provide Services, or allow Services to be provided by Drivers on its behalf, using the vehicle that has been reported to, and approved by TruckPay, and for which a photograph and VIN number has been provided to TruckPay;
- Have a valid policy of liability insurance (in coverage amounts consistent with all applicable legal requirements) that names or schedules you for the operation of the vehicle you provide for your Drivers' use to provide Services; and
- Will pay all applicable federal, state and local taxes based on your provision of Services and any payments received by you.

Driver Representations, Warranties and Agreements

Each Provider will cause its Drivers to agree in writing that, by providing Services as a Driver on the TruckPay Platform, such Drivers represent, warrant, and agree that such Drivers (and each Provider shall be responsible for breaches of the following by its Drivers):

- Possess a valid Class A commercial driver's license (in good standing with each of the jurisdictions in which the Driver provides Services) and are authorized and medically fit to operate a commercial motor vehicle and have all appropriate licenses, approvals and authority to provide Services to Listers in all jurisdictions in which you provide Services;
- Own, or have the legal right to operate, the vehicle you use when providing Services, and such vehicle is in good operating condition and meets the industry safety standards and all applicable statutory and state department of motor vehicle requirements for a vehicle of its kind and in accordance with all federal, state and other applicable department of transportation standards;
- Will not engage in reckless behavior while driving, drive unsafely, operate a vehicle that is unsafe to drive, be involved in a motor vehicle accident or collision of any kind, permit an unauthorized third party to accompany you in the vehicle while providing Services,

- provide Services as a Driver while under the influence of alcohol or drugs, or take action that harms or threatens to harm the safety of the TruckPay community or third parties;
- Will only provide Services using the vehicle that has been reported to, and approved by TruckPay, and for which a photograph and VIN number has been provided to TruckPay;
 - Will not make any misrepresentation regarding TruckPay, the TruckPay Platform, the Services or their status as a Driver;
 - Will not attempt to defraud TruckPay, Listers or Providers on the TruckPay Platform or in connection with your provision of Services;
 - Agree that we may obtain information about you, including your criminal and driving records, and you agree to provide any further necessary authorizations to facilitate our access to such records during the term of the Agreement;
 - Have a valid policy of liability insurance (in coverage amounts consistent with all applicable legal requirements) that names or schedules you for the operation of the vehicle you use to provide Services (unless such vehicle is provided by a Provider and such Provider has such insurance that so covers such vehicle); and
 - Will pay all applicable federal, state and local taxes based on your provision of Services and any payments received by you.

Intellectual Property

All intellectual property rights in the TruckPay Platform shall be owned by TruckPay absolutely and in their entirety. These rights include and are not limited to database rights, copyright, design rights, trademarks and other similar rights, in each such case whether registered or unregistered, wherever existing in the world together with the right to apply for protection of the same. All other trademarks, logos, service marks, company or product names set forth in the TruckPay Platform are the property of their respective owners. You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information submitted by you to us are non-confidential and shall become the sole property of TruckPay. TruckPay shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

TRUCKPAY and other TruckPay logos, designs, graphics, icons, scripts and service names are registered trademarks, trademarks or trade dress of TruckPay in the United States and/or other countries (collectively, the “TruckPay Marks”). If you provide Services as a Provider or Driver, TruckPay grants to you, during the term of these Terms, and subject to your compliance with these Terms, a limited, revocable, non-exclusive license to display and use the TruckPay Marks solely in connection with providing the Services through the TruckPay Platform (“License”). The License is non-transferable and non-assignable, and you shall not grant to any third party any right, permission, license or sublicense with respect to any of the rights granted hereunder without TruckPay’s prior written permission, which it may withhold in its sole discretion. The TruckPay Marks may not be used in any manner that is likely to cause confusion in the marketplace.

You acknowledge that TruckPay is the owner and licensor of the TruckPay Marks, including all goodwill associated therewith, and that your use of the TruckPay Marks will confer no additional interest in or ownership of the TruckPay Marks in you but instead inures to the benefit of

TruckPay. You agree to use the TruckPay Marks strictly in accordance with any usage guidelines adopted by TruckPay, as may be provided to you and revised from time to time, and to immediately cease any use that TruckPay determines to be nonconforming or otherwise unacceptable.

You agree that you will not:

- Create any materials that incorporate the TruckPay Marks or any derivatives of the TruckPay Marks other than as expressly approved by TruckPay in writing;
- Use the TruckPay Marks in any way that tends to impair their validity as proprietary trademarks, service marks, trade names or trade dress, or use the TruckPay Marks other than in accordance with the terms, conditions and restrictions herein;
- Take any other action that would jeopardize or impair TruckPay's rights as owner of the TruckPay Marks or the legality and/or enforceability of the TruckPay Marks, including, without limitation, challenging or opposing TruckPay's ownership in the TruckPay Marks;
- Apply for trademark registration or renewal of trademark registration of any of the TruckPay Marks, any derivative of the TruckPay Marks, any combination of the TruckPay Marks and any other name, or any trademark, service mark, trade name, symbol or word which is similar to the TruckPay Marks; or
- Use the TruckPay Marks on or in connection with any product, service or activity that is in violation of any law, statute, government regulation or standard.

Violation of any provision of this License may result in immediate termination of the License, in TruckPay's sole discretion. If you create any materials bearing the TruckPay Marks (in violation of these Terms or otherwise), you agree that upon their creation TruckPay exclusively owns all right, title and interest in and to such materials, including without limitation any modifications to the TruckPay Marks or derivative works based on the TruckPay Marks. You further agree to assign any interest or right you may have in such materials to TruckPay, and to provide information and execute any documents as reasonably requested by TruckPay to enable TruckPay to formalize such assignment.

TruckPay respects the intellectual property of others, and expects Users to do the same. If you believe, in good faith, that any materials on the TruckPay Platform or Services infringe upon your copyrights, please contact TruckPay.

Disclaimers

The following disclaimers are made on behalf of TruckPay, our affiliates, subsidiaries, parents, successors and assigns, and each of our respective officers, directors, employees, agents, and shareholders.

TruckPay does not provide transportation services, and TruckPay is not a transportation carrier. It is up to the Driver to decide whether or not to offer Services to a Lister contacted through the TruckPay Platform, and it is up to the Lister to decide whether or not to accept Services from any Driver contacted through the TruckPay Platform. We cannot ensure that a Provider, Driver or Lister will complete an arranged transportation service. We have no control over the quality or safety of the transportation that occurs as a result of the Services.

The TruckPay Platform is provided on an “as is” basis and without any warranty or condition, express, implied or statutory. We do not guarantee and do not promise any specific results from use of the TruckPay Platform and/or the Services, including the ability to provide or receive Services at any given location or time. We specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you.

We do not warrant that your use of the TruckPay Platform or Services will be accurate, complete, reliable, current, secure, uninterrupted, always available, or error-free, or will meet your requirements, that any defects in the TruckPay Platform will be corrected, or that the TruckPay Platform is free of viruses or other harmful components. We disclaim liability for, and no warranty is made with respect to, connectivity and availability of the TruckPay Platform or Services.

Each User acknowledges and agrees that a failure to properly use the Technologies by it or any other User with whom it uses the TruckPay Platform in connection with the provision of Services may deprive it and any such other User of the Technology Benefits.

TruckPay may provide a Bid Calculator and other tools to assist Users in connection with their use of the TruckPay Platform. Without limiting the generality of the foregoing disclaimers:

- Any such tools are provided “as is” and without any warranty as to their accuracy or efficacy;
- A User accepts all responsibility for its use of any such tools and agrees that the use of such tools requires the User to critically evaluate the information produced by such tools and use its independent business judgment in connection with its use of any such tools and the TruckPay Platform; and
- TruckPay shall not have any liability (including, without limitation, for any harm to a User from losing bids or from placing unprofitably low bids) to any User in connection with such User’s use of any such tools.

TruckPay is not responsible for the conduct, whether online or offline, of any User of the TruckPay Platform or Services. You are solely responsible for your interactions with other Users. By using the TruckPay Platform and participating in the Services, you agree to accept such risks and agree that TruckPay is not responsible for the acts or omissions of Users on the TruckPay Platform or participating in the Services.

TruckPay expressly disclaims any liability arising from the unauthorized use of your User account. Should you suspect that any unauthorized party may be using your User account or you suspect any other breach of security, you agree to notify us immediately.

It is possible for others to obtain information about you that you provide, publish or post to or through the TruckPay Platform (including any profile information you provide), send to other Users, or share during the Services, and to use such information to harass or harm you. We are not responsible for the use of any personal information that you disclose to other Users on the TruckPay Platform or through the Services. Please carefully select the type of information that you post on the TruckPay Platform or through the Services or release to others. We disclaim all

liability, regardless of the form of action, for the acts or omissions of other Users (including unauthorized users, or “hackers”).

Opinions, advice, statements, offers, or other information or content concerning TruckPay or made available through the TruckPay Platform, but not directly by us, are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such content. Under no circumstances will we be responsible for any loss or damage resulting from your reliance on information or other content posted by third parties, whether on the TruckPay Platform or otherwise. We reserve the right, but we have no obligation, to monitor the materials posted on the TruckPay Platform and remove any such material that in our sole opinion violates, or is alleged to violate, the law or these Terms or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of Users or others.

Location data provided by the TruckPay Platform is for basic location purposes only and is not intended to be relied upon in situations where precise location information is needed or where erroneous, inaccurate or incomplete location data may lead to death, personal injury, property or environmental damage. Neither TruckPay, nor any of its content providers, guarantees the availability, accuracy, completeness, reliability, or timeliness of location data tracked or displayed by the TruckPay Platform. Any of your Information, including geolocation data, you upload, provide, or post on the TruckPay Platform may be accessible to TruckPay and certain Users of the TruckPay Platform.

TruckPay advises you to use the TruckPay Platform with a data plan with unlimited or very high data usage limits, and TruckPay shall not be responsible or liable for any fees, costs, or overage charges associated with any data plan you use to access the TruckPay Platform.

This paragraph applies to any version of the TruckPay Platform that you acquire from any app store. These Terms are entered into between you and TruckPay. No app store is a party to these Terms and shall have no obligations with respect to the TruckPay Platform. TruckPay, not any app store, is solely responsible for the TruckPay Platform and the content thereof as set forth hereunder. However, any app store that provides the TruckPay app are third party beneficiaries of these Terms. Upon your acceptance of these Terms, each app store shall have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third party beneficiary thereof. In the event of a conflict in the terms of any app store agreement or terms of use and these Terms, these Terms shall control.

Indemnity

You will defend, indemnify, and hold TruckPay including our affiliates, subsidiaries, parents, successors and assigns, and each of our respective officers, directors, employees, agents, or shareholders harmless from any claims, actions, suits, losses, costs, liabilities and expenses (including reasonable attorneys’ fees) relating to or arising out of your use of the TruckPay Platform and participation in the Services, including:

- Your breach of these Terms or the documents it incorporates by reference;

- Your violation of any law or the rights of a third party, including, without limitation, Providers, Drivers, Listers, other motorists, and pedestrians, as a result of your own interaction with such third party;
- Any allegation that any materials that you submit to us or transmit through the TruckPay Platform infringe or otherwise violate the copyright, trademark, trade secret or other intellectual property or other rights of any third party;
- Your ownership, use or operation of a motor vehicle or commercial or passenger vehicle, including your provision of Services as a Provider or Driver; and/or
- Any other activities in connection with the Services.

This indemnity shall be applicable without regard to the negligence of any party, including any indemnified person.

Limitation of Liability

IN NO EVENT WILL TRUCKPAY, INCLUDING OUR AFFILIATES, SUBSIDIARIES, PARENTS, SUCCESSORS AND ASSIGNS, AND EACH OF OUR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR SHAREHOLDERS (COLLECTIVELY “TRUCKPAY” FOR PURPOSES OF THIS SECTION), BE LIABLE TO YOU FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR DELETION, CORRUPTION, LOSS OF DATA, LOSS OF PROGRAMS, FAILURE TO STORE ANY INFORMATION OR OTHER CONTENT MAINTAINED OR TRANSMITTED BY THE TRUCKPAY PLATFORM, SERVICE INTERRUPTIONS, OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES) ARISING OUT OF OR IN CONNECTION WITH THE TRUCKPAY PLATFORM, THE SERVICES, OR THESE TERMS, HOWEVER ARISING, INCLUDING NEGLIGENCE, EVEN IF WE OR OUR AGENTS OR REPRESENTATIVES KNOW OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TRUCKPAY PLATFORM MAY BE USED BY YOU TO REQUEST AND SCHEDULE TRANSPORTATION OR OTHER SERVICES WITH THIRD PARTY PROVIDERS, BUT YOU AGREE THAT TRUCKPAY HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO ANY TRANSPORTATION OR OTHER SERVICES PROVIDED TO YOU BY THIRD PARTY PROVIDERS OTHER THAN AS EXPRESSLY SET FORTH IN THESE TERMS. CERTAIN JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

Term and Termination

These Terms are an agreement and are effective upon your creation of a User account. These Terms may be terminated: (a) by either party, without cause, upon seven (7) days’ prior written notice to TruckPay; or (b) by either Party immediately, without notice, upon the other Party’s material breach of these Terms. In addition, TruckPay may terminate these Terms or deactivate your User account immediately in the event: (i) you no longer qualify to provide Services or to operate the approved vehicle under applicable law, rule, permit, ordinance or regulation; (ii) you

fall below TruckPay's star rating or cancellation threshold; or (iii) TruckPay has the good faith belief that such action is necessary to protect the safety of the TruckPay community or third parties, provided that in the event of a deactivation pursuant to and of items (i)-(iii) above, you will be given notice of the potential or actual deactivation and an opportunity to attempt to cure the issue to TruckPay's reasonable satisfaction prior to TruckPay permanently terminating these Terms. For all other breaches of these Terms, you will be provided notice and an opportunity to cure the breach. If the breach is cured in a timely manner and to TruckPay's satisfaction, these Terms will not be permanently terminated. The terms and conditions set forth in these Terms and shall survive any termination or expiration of these Terms with respect to all Services provided or other matters occurring or existing prior to the date of termination.

Dispute Resolution and Arbitration Agreement

YOU AND TRUCKPAY MUTUALLY AGREE TO WAIVE OUR RESPECTIVE RIGHTS TO RESOLUTION OF DISPUTES IN A COURT OF LAW BY A JUDGE OR JURY AND AGREE TO RESOLVE ANY DISPUTE BY ARBITRATION, AS SET FORTH BELOW. This agreement to arbitrate ("Arbitration Agreement") is governed by the Federal Arbitration Act and survives after the Agreement terminates or your relationship with TruckPay ends. Any such arbitration will take place on an individual basis, and joint arbitrations and class actions are not permitted. Except as expressly provided below, this Arbitration Agreement applies to all disputes and claims between you and TruckPay, including our affiliates, subsidiaries, parents, successors and assigns, and each of our respective officers, directors, employees, agents, or shareholders. BY AGREEING TO ARBITRATION, YOU UNDERSTAND THAT YOU AND TRUCKPAY ARE WAIVING THE RIGHT TO SUE IN COURT OR HAVE A JURY TRIAL FOR ALL CLAIMS. This Arbitration Agreement is intended to require arbitration of every claim or dispute that can lawfully be arbitrated, except for those claims and disputes which by the terms of this Arbitration Agreement are expressly excluded from the requirement to arbitrate.

Any arbitration conducted pursuant to this Arbitration Agreement shall be administered by the American Arbitration Association ("AAA") pursuant to its Commercial that are in effect at the time the arbitration is initiated, as modified by the terms set forth in these Terms. Copies of these rules can be obtained at the AAA's website (www.adr.org) (the "AAA Rules") or by calling the AAA at 1-800-778-7879. As part of the arbitration, both you and TruckPay will have the opportunity for reasonable discovery of non-privileged information that is relevant to the applicable claim. The arbitrator may award any individualized remedies that would be available in court. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claims. The arbitrator will provide a reasoned written statement of the arbitrator's decision which shall explain the award given and the findings and conclusions on which the decision is based. The arbitrator will decide the substance of all claims in accordance with applicable law, and will honor all claims of privilege recognized by law. The arbitrator shall not be bound by rulings in prior arbitrations involving different Listers, Providers or Drivers, but is bound by rulings in prior arbitrations involving the same Listers, Providers or Drivers to the extent required by applicable law. The arbitrator's award shall be final and binding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof, provided that any award may be challenged in a court of competent jurisdiction.

In the event that any portion of this Arbitration Agreement is deemed illegal or unenforceable, such provision shall be severed and the remainder of the Arbitration Agreement shall be given full force and effect.

Confidentiality

You agree not to use any technical, financial, strategic and other proprietary and confidential information relating to TruckPay's business, operations and properties, including User information ("Confidential Information") disclosed to you by TruckPay for your own use or for any purpose other than as contemplated herein. You shall not disclose or permit disclosure of any Confidential Information to third parties. You agree to take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of TruckPay in order to prevent it from falling into the public domain. Notwithstanding the above, you shall not have liability to TruckPay with regard to any Confidential Information which you can prove it:

- Was publicly available at the time it was disclosed by TruckPay or became publicly available through no fault of yours;
- Was known to you, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure;
- Is disclosed with the prior written approval of TruckPay; or
- Became known to you, without restriction, from a source other than TruckPay without breach of these Terms or any other confidentiality agreement by you and otherwise not in violation of TruckPay's rights.

Nothing in these Terms shall be deemed to prohibit Confidential Information from being disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that you shall provide prompt notice of such court order or requirement to TruckPay and provide TruckPay with any other assistance reasonably requested by TruckPay to enable TruckPay to seek a protective order or otherwise prevent or restrict such disclosure.

Relationship with TruckPay

As a Lister, Provider or Driver on the TruckPay Platform, you acknowledge and agree that you and TruckPay are in a direct business relationship, and the relationship between the parties under these Terms is solely that of independent contracting parties. You and TruckPay expressly agree that these Terms are not an employment agreement and does not create an employment relationship between you and TruckPay and no joint venture, franchisor-franchisee, partnership, or agency relationship is intended or created by these Terms. You have no authority to bind TruckPay, and you undertake not to hold yourself out as an employee, agent or authorized representative of TruckPay.

TruckPay does not, and shall not be deemed to, direct or control you generally or in your performance under these Terms specifically, including in connection with your provision of Services, your acts or omissions, or your operation and maintenance of your vehicle. You retain the sole right to determine when, where, and for how long you will utilize the TruckPay Platform. As a Provider, you retain the option to accept or to decline or ignore a Lister's request for Services

via the TruckPay Platform, or to cancel an accepted request for Services via the TruckPay Platform, subject to TruckPay's then-current cancellation policies. You acknowledge and agree that you have complete discretion to provide Services or otherwise engage in other business or employment activities.

Other Services

In addition to connecting Listers with Providers, the TruckPay Platform may enable Users to provide or receive other services from other third parties (collectively, the "Other Services"). You understand that the Other Services are subject to the terms and pricing of the third-party provider. If you choose to purchase Other Services through the TruckPay Platform, you authorize TruckPay to charge your payment method on file, if any, according to the pricing terms set by the third-party provider. You agree that TruckPay is not responsible and may not be held liable for the Other Services or the actions or omissions of the third-party provider. Such Other Services may not be investigated, monitored or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Other Services accessed through the TruckPay Platform.

General

These Terms shall be governed by the laws of the State of New Jersey without regard to choice of law principles. This choice of law provision is only intended to specify the use of New Jersey law to interpret these Terms and is not intended to create any other substantive right to persons outside of New Jersey to assert claims under New Jersey law whether by statute, common law, or otherwise. If any provision of these Terms is or becomes invalid or non-binding, the parties shall remain bound by all other provisions hereof. In that event, the parties shall replace the invalid or non-binding provision with provisions that are valid and binding and that have, to the greatest extent possible, a similar effect as the invalid or non-binding provision, given the contents and purpose of these Terms. You agree that these Terms and all incorporated agreements may be automatically assigned by TruckPay, in our sole discretion by providing notice to you. Except as explicitly stated otherwise, any notices to TruckPay shall be given by certified mail, postage prepaid and return receipt requested to TruckPay, Inc., 15 Central Avenue, Tenafly, NJ 07670. Any notices to you shall be provided to you through the TruckPay Platform or given to you via the email address or physical address you provide to TruckPay during the registration process. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. A party's failure to act with respect to a breach by the other party does not constitute a waiver of the party's right to act with respect to subsequent or similar breaches. These Terms set forth the entire understanding and agreement between you and TruckPay with respect to the subject matter hereof and supersedes all previous understandings and agreements between the parties, whether oral or written.

If you have any questions regarding the TruckPay Platform or Services, please contact TruckPay at support@truckpay.com.