

## Terms and Conditions of Your Use of Services

PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING OR USING OUR SERVICES.

### A. Our Relationship

#### **This Document is a Binding Contract.**

This document describes the terms and conditions of your relationship with us (hereinafter referred to as "*Terms*"). The Terms govern your access or use of our application, website, content, products, and services (hereinafter collectively referred to as the "*Services*"). In these Terms, the words "including" and "include" mean "including, but not limited to." Also, the words "Truck Your Way", "we," "us," and "our" refers to Truck Your Way, LLC.

#### **Your Access and Use of the Services.**

Your access and use of the Services constitutes your agreement to be bound by these Terms and establishes a contractual relationship between you and Truck Your Way. If you do not agree to each and every one of these Terms, you may not access or use any of the Services. Truck Your Way may immediately and without notice terminate these Terms or any Services with respect to you, or generally cease offering or deny your access to the Services or any portion thereof at any time for any reason.

#### **Additional Terms for Certain Services.**

Additional terms and conditions may apply to certain Services, such as special policies for a particular activity, and such additional terms will be disclosed to you in connection with the those Services ("*Additional Terms*"). Any such Additional Terms are intended to be a supplement and part of these Terms. Nevertheless, if any such Additional Terms conflict with these stated Terms, the Additional Terms shall prevail with respect only to the applicable Services.

#### **Amendments to this Contract.**

Truck Your Way may amend the Terms from time to time without prior notice. Amendments will be effective upon Truck Your Way's posting of such updated Terms at this location or, in the case of Additional Terms, the location of the Additional Terms. Your continued access or use of the Services after such posting constitutes your consent to be bound by the new Terms or Additional Terms, as the case may be.

### B. The Services

#### **Definition of the Services.**

The "Services" constitute (i) a technology platform that enables users of Truck Your Way's mobile application or website (each, an "*Application*") to seek, receive and fulfill orders for certain services related to hauling landscaping and construction materials to be provided by third party independent providers who are also under contract with Truck Your Way or certain of Truck Your Way's affiliates ("*Third Party Providers*"); and (ii) the introduction of Third Party Providers to Users for the provision of

such hauling services that Users may order, schedule and pay for through an Application including (collectively, "Trucking Services").

#### **Provision of Personal Information.**

If you decide to place an order for Trucking Services to be provided by Third Party Providers, you will be required to provide us with certain personal information, such as your name, address, mobile phone number and age, as well as at least one valid payment method (either a credit card or accepted payment partner). By entering your payment method, you are warranting that you have the authority to utilize such credit card or other payment method for the purpose of ordering Trucking Services. We will not store your credit card information, unless you open an account ("Account"). Frequent Users may wish to open an Account so that they will not need to enter all of their personal information and payment information repeatedly. Upon opening an Account, we will store your personal and credit card information for your use and convenience in ordering Services.

#### **You Must Be At Least 18 Years Old**

The Services are not available for use by persons under the age of eighteen (18). If you open an Account, you are responsible for all activity that occurs under your Account. You agree not to share your username and password with any other person and to keep such information confidential. You understand that you may not assign or otherwise transfer your Account to any other person.

#### **Use of the Services in a Lawful Manner.**

You agree to comply with all applicable laws when using the Services, and you may only use the Services for lawful purposes. In connection with your use of the Services, you agree to ensure that such Services do not cause nuisance, annoyance, inconvenience, or property damage. In certain instances you may be asked to provide proof of identity to access or use the Services, and, in such case, you agree to promptly show legal proof of your identity, such as your driver's license.

#### **Authorization for Text Messages (SMS).**

By creating an Account, you agree that we may send you informational text (SMS) messages as part of normal business operations and your use of the Services. For example, we use SMS to provide you information about delivery times. You may opt-out of receiving text (SMS) messages from Truck Your Way at any time by texting the word **STOP** to **678-270-2185** from the mobile device receiving the messages. You acknowledge that opting out of receiving text (SMS) messages may impact your use of the Services.

### **C. User Provided Content**

#### **Provision of Content.**

You are allowed to upload and submit information to our Applications, including commentary and star ratings, relating to the Services you utilized or received ("User Content"). In our sole discretion, we may or may not publish your User Content. Any User Content provided by you remains your property. However, by providing us with User Content, you grant us a worldwide, perpetual, irrevocable, transferrable, royalty-free license, with the right to sublicense, use, copy, modify, create derivative

works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner such User Content in all formats and distribution channels now known or hereafter devised (including in connection with the Services and Truck Your Way's business and on third-party sites and services), without further notice to or consent from you, and without the requirement of payment to you or any other person or entity.

**Rights to User Content are Limited.**

You represent and warrant that: (i) you are the sole and exclusive owner of all User Content or you have all rights, licenses, consents and releases necessary to grant Truck Your Way the license to the User Content; and (ii) neither the User Content nor the submission, uploading, publishing or otherwise making available such User Content nor Truck Your Way's use of the User Content as permitted herein will infringe, misappropriate or violate a third party's intellectual property or proprietary rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

**Offensive Content Not Permitted.**

You agree to not provide User Content that is defamatory, libelous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive (collectively, "*Offensive Content*"), whether or not such is protected by law. We have the sole right to determine in our discretion whether User Content constitutes Offensive Content, without any recourse by you.

**Network Access and Devices.**

You are responsible for obtaining the data network access necessary to use the Applications. Your mobile network's data and messaging rates and fees may apply if you access or use the Applications from a wireless-enabled device. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Applications and any updates to the Applications. We do not guarantee that the Applications, or any portion thereof, will function on any particular hardware or devices. In addition, the Applications may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

**D. Payment**

**Services Can Include Charges by Independent Third Parties.**

By accessing our Applications, you will have the ability to place orders for Trucking Services that are provided by one or more Third Party Providers ("*Orders*"). Truck Your Way will facilitate your payment for Orders on behalf of Third Party Providers. Third Party Providers do not accept payment directly. Payment for Orders in such manner will be considered the same as payment made directly by you to the Third Party Provider. All charges for Orders will be inclusive of applicable taxes where required by law.

**Payment.**

We reserve the right to establish, remove and/or revise the charges for Trucking Services at any time in our sole discretion. Payment for Orders is due and payable when Trucking Services are ordered. We will facilitate payment using the payment method you provided when ordering such Trucking Services or as designated in your Account. Upon processing of your payment, we will send you a receipt by email.

After receipt of the Trucking Services you ordered, you will have the opportunity to rate your experience and leave additional feedback about your Third Party Provider.

#### **Cancellation and Grace Periods.**

You may elect to cancel your Order of Trucking Services at any time prior the arrival of the Third Party Provider. If you timely cancel your Order, you will be required to pay a one hundred sixty-five dollar (\$165) cancellation fee ("*Cancellation Fee*"). The Cancellation Fee will be deducted from your payment for the Order, and any remaining balance will be refunded to you. Upon arrival of the Third Party Provider to provide the Trucking Services you ordered at the location you designated in the Order, the Order is thereafter non-refundable.

Upon arrival of the Third Party Provider to provide the Trucking Services you ordered at the location you designated, if you are not present to accept the Trucking Services, the Third Party Provider will wait for a period of fifteen (15) minutes. After such time, the Third Party Provider may depart. In such case, you will be charged the Cancellation Fee in addition to the services you ordered at the location you designated.

If you schedule a service for "Later" and you need to cancel, you will be given a 3hour grace period to cancel before your Order of Trucking Services is scheduled to arrive at the location you designate for service and the balance you paid will be refunded to you. If you cancel anytime less than 3 hours upon arrival of Third Party Provider to provide the Trucking Services you ordered at the location you designated in the Order, the Order is thereafter non-refundable.

#### **Promotions.**

In our sole discretion, we may offer you or others promotional codes that may be redeemed for certain benefits related to the Services and/or a Third Party Provider's services ("*Promo Codes*"). Promo Codes are subject to additional terms, which terms will be made available to you. You understand that not everyone may be offered the same Promo Codes, if any. We may from time to time provide certain users with Promo Codes that may result in different amounts charged for the same or similar Services, and you agree that such promotional offers and discounts, unless also made available to you, shall have no bearing on your use of the Services or the Charges applied to you. You agree that Promo Codes: (i) must be used in a lawful manner and for the intended purpose; (ii) may not be copied; (iii) may not be sold, gifted, or otherwise transferred in any manner; (iv) may not be posted to a public forum or otherwise made available to the general public; (v) may be withdrawn or otherwise disabled at any time for any reason without liability to us; (vi) may only be used in accordance with the specific terms that we have established in connection with the Promo Code; (vii) are not valid for cash; and (viii) may expire prior to use. In the event we suspect that the use or redemption of the Promo Code was in error, fraudulent, illegal, or in violation of the applicable Promo Code terms or these Terms, we reserve the right to withhold or deduct credits or other features or benefits obtained through the use of Promo Codes and take other lawful action.

#### **E. Intellectual Property Rights**

##### **Limited License.**

Subject to your compliance with these Terms, Truck Your Way grants you a limited, non-exclusive, non-sub-licensable, revocable, non-transferrable license to: (i) access and use the Applications on your personal device solely in connection with your use of the Services; and (ii) access and use any content, information and related materials that may be made available through the Services, in each case solely for your use. Any rights not expressly granted herein are reserved by Truck Your Way and Truck Your Way's licensors.

#### **No Reproductions or Derivative Works.**

You may not: (i) remove any copyright, trademark or other proprietary notices from any portion of the Services; (ii) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Applications except as we may expressly permit from time to time; (iii) decompile, reverse engineer or disassemble the Services, except as may be expressly allowed by applicable law; (iv) link to, mirror or frame any portion of the Applications; (v) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Applications or unduly burdening or hindering the operation and/or functionality of any aspect of the Applications; or (vi) attempt to gain unauthorized access to or impair any aspect of the Applications or its related systems or networks.

#### **No Control Over Independently Provided Services and Content.**

The Applications may be made available or accessed in connection with third party services and content, including advertising, over which we have no control. You acknowledge that different terms of use and privacy policies may apply to your use of such third party services and content. We do not endorse such third party services and content, and in no event shall we be responsible or liable for any products or services of such third party providers. Additionally, Apple Inc., Google, Inc., Microsoft Corporation or BlackBerry Limited will be third-party beneficiaries to these Terms if you access the Applications using applications developed for Apple iOS, Android, Microsoft Windows, or Blackberry-powered mobile devices. These third party beneficiaries are not parties to our Terms and are not responsible for the provision or support of the Services in any manner. Your access of the Applications using third party devices or applications is subject to terms set forth in the applicable third party beneficiary's terms of service.

#### **Rights in the Services.**

The Applications and all rights therein are and shall remain Truck Your Way's property or the property of Truck Your Way's licensors, as the case may be. Neither these Terms nor your use of any of the Services convey or grant to you any rights: (i) in or related to the Applications, except for the above granted limited license; (ii) in or related to third party applications, devices, company names, logos, product or service names; or (iii) to use or reference in any manner Truck Your Way's company names, logos, product and service names, trademarks or services marks or those of Truck Your Way's licensors.

### **F. DISCLAIMERS; LIMITATION OF LIABILITY; INDEMNITY**

#### **DISCLAIMER.**

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." TRUCK YOUR WAY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, TRUCK YOUR WAY MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, OR AVAILABILITY OF THE SERVICES (INCLUDING ANY HARDSCAPING SERVICES OR HARDSCAPING MATERIALS REQUESTED THROUGH THE USE OF THE APPLICATIONS) OR THAT ANY OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. TRUCK YOUR WAY DOES NOT GUARANTEE THE QUALITY, SUITABILITY, SAFETY OR ABILITY OF THIRD PARTY PROVIDERS OR THE TRUCKING SERVICES AND MATERIALS THEY MAY PROVIDE. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE APPLICATIONS AND/OR ANY TRUCKING SERVICES OR MATERIALS REQUESTED IN CONNECTION THEREWITH, REMAINS SOLELY WITH YOU TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

**LIMITED LIABILITY.**

TRUCK YOUR WAY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST DATA, PERSONAL INJURY, OR PROPERTY DAMAGE RELATED TO, IN CONNECTION WITH, OR OTHERWISE RESULTING FROM ANY USE OF THE SERVICES, EVEN IF TRUCK YOUR WAY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TRUCK YOUR WAY SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF: (i) YOUR USE OF OR RELIANCE ON THE SERVICES OR YOUR INABILITY TO ACCESS OR USE THE SERVICES; OR (ii) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY THIRD PARTY PROVIDER, EVEN IF TRUCK YOUR WAY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TRUCK YOUR WAY SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE. IN NO EVENT SHALL TRUCK YOUR WAY'S TOTAL LIABILITY FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION ARISING IN CONNECTION WITH THE SERVICES EXCEED FIVE HUNDRED U.S. DOLLARS (US \$500.00).

**TRUCK YOUR WAY HAS NO RESPONSIBILITY FOR THIRD PARTY PROVIDER SERVICES.**

TRUCKING SERVICES, WILL BE PROVIDED BY THIRD PARTY PROVIDERS. YOU AGREE THAT TRUCK YOUR WAY HAS NO RESPONSIBILITY OR LIABILITY RELATED TO ANY TRUCKING SERVICES PROVIDED TO YOU BY THIRD PARTY PROVIDERS.

**NO LIMITATION OF LIABILITY EXCLUDED BY LAW.**

THE LIMITATIONS AND DISCLAIMER IN THIS SECTION DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

**Indemnification.**

You agree to indemnify and hold Truck Your Way and its affiliates, officers, directors, employees, managers, members, and agents harmless from any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees), arising out of or in connection with: (i) your use of the Services or services or goods obtained through your use of the Services; (ii) your breach or violation of any of these Terms; (iii) Truck Your Way's use of your User Content; or (iv) your violation of the rights of any third party, including Third Party Providers.

**Survival.**

This paragraph F will survive the expiration or any termination of these Terms.

### **G. Dispute Resolution**

#### **Arbitration.**

You agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Services (collectively, "*Disputes*") will be settled by binding arbitration between you and Truck Your Way, except that Truck Your Way retains the right to (i) bring an individual action in small claims court; and (ii) to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of copyrights, trademarks, trade secrets, patents or other intellectual property rights. *You acknowledge and agree that you and Truck Your Way are each waiving the right to a trial by jury.* Further, unless both you and Truck Your Way otherwise agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. If this specific paragraph is held unenforceable, then the entirety of this "Dispute Resolution" section will be deemed void. Except as provided in the preceding sentence, this "Dispute Resolution", paragraph G, will survive any expiration or termination of these Terms.

#### **No Class Action.**

YOU MAY ONLY BRING CLAIMS AGAINST TRUCK YOUR WAY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND TRUCK YOUR WAY AGREE OTHERWISE, THE ARBITRATORS MAY NOT CONSOLIDATE OR JOIN YOUR CLAIM(S) WITH ANY OTHER PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATORS MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT AFFECT OTHER USERS.

#### **Governing Rules.**

The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "*AAA Rules*") then in effect, except as modified by this "Dispute Resolution" section.

#### **Arbitrator Selection.**

Arbitrator(s) will be either a retired judge or an attorney licensed to practice law in the state of Georgia and will be listed on AAA's roster of consumer dispute arbitrators. Arbitrations where the claim does not exceed \$10,000 will be decided by one arbitrator appointed by the AAA. All other arbitrations will be decided by a panel of three arbitrators. In such case, each party to the arbitration will select an arbitrator, which arbitrators will then appoint a third arbitrator.

#### **Arbitration Procedure.**

Unless we otherwise agree, the arbitration will be conducted in Cobb County, Georgia. If your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of documents we each submit to the arbitrator, unless the arbitrator independently determines that a hearing is necessary. If the claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Subject to the AAA Rules, the arbitrators will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

**Arbitrator's Decision Must Be In Accordance with These Terms.**

The arbitrator will render an award within the time frame specified in the AAA Rules. The decision of the arbitrator(s) must include the essential findings and conclusions upon which the arbitrator(s) based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. *Any award damages must be consistent with the terms of the "Limitation of Liability" section above as to the types and the amounts of damages for which a party may be held liable.* The arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim. The prevailing party in arbitration will be entitled to an award of reasonable attorneys' fees and expenses.

**Changes to This Dispute Resolution Provision.**

Notwithstanding the modification-related provisions above, if we change this "Dispute Resolution" section after the date you first accepted these Terms (or accepted any subsequent changes to these Terms), you may reject any such change only by providing Truck Your Way written notice by certified mail return receipt requested to: Truck Your Way, LLC, 2997 Cobb Pkwy, Unit 724866, Atlanta, Georgia 31139, within 30 days of the effective date of such change, as set forth at the end of these Terms. In order to be effective, the notice must include your full name and clearly indicate your intent to reject changes to this "Dispute Resolution" section. By rejecting changes, you are agreeing that you will arbitrate any Dispute between you and Truck Your Way in accordance with the provisions of this "Dispute Resolution" section as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms).

**H. Additional Provisions**

These Terms are governed by and construed in accordance with the laws of the State of Georgia, U.S.A., without giving effect to any conflict of law principles. Truck Your Way may give notice by posting such notice on an Application, in which case notice shall be deemed to have been given on the date of posting. Truck Your Way may also give notice by electronic mail to the email address you provided or by first class mail to the address provided in your Account, in which case such notice shall be deemed to have been given upon the expiration of twelve (12) hours after sending (if sent by email) or forty eight (48) hours after mailing. You may give notice to Truck Your Way, with such notice deemed given when received by Truck Your Way, only by certified mail return receipt requested to: Truck Your Way, LLC, 2997 Cobb Pkwy, Unit 724866, Atlanta, Georgia 31139.

**You May Not Assign the Terms**



You may not assign these Terms. We may assign these Terms without your consent. Any purported assignment in violation of this section shall be void. No joint venture, partnership, employment, or agency relationship exists between you, Truck Your Way or any Third Party Provider as a result of this Agreement or use of the Services. If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law. Furthermore, the invalid or unenforceable provision shall be modified to the extent necessary to accomplish its intent and make such provision valid and enforceable. Our failure to enforce any right or provision in these Terms shall not constitute a waiver of such right or provision or of any other provision.

#### **Headers are for Convenience**

The headers of the various sections in these Terms are only for convenience and have no legal significance. The paragraphs following each header may contain additional important information not related to the headers.

#### **Electronic Signatures are Binding**

These Terms may be executed by providing an electronic signature and may not be denied legal effect solely because your signature is in electronic form or permits the completion of the business transaction referenced herein electronically instead of in person.

**Effective Date of These Terms: January 1, 2016**