

RoadSync

Terms of Use

*****PLEASE READ CAREFULLY*****

Last Modified: May 15, 2018

These Terms of Use (the “**Agreement**”) are a binding agreement between you (“**End User**”, “**you**” or “**your**”) and RoadSync, Inc. (“**Company**”, “**we**”, “**us**” or “**our**”). This Agreement governs your use of the Company’s RoadSync software application (“**Application**”). The Application is licensed but is not sold to you, and your use of the Application is expressly pursuant to and subject to the terms and conditions of this Agreement. If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity (and its parents, affiliates or subsidiaries, as applicable) to the terms and conditions contained in this Agreement, in which case the terms “**you**” or “**your**” shall refer to such entity. Throughout this Agreement, End User and Company may each be referred to as a “**Party**” or collectively, the “**Parties**”.

BY DOWNLOADING, INSTALLING, ACCESSING, OR USING THE APPLICATION YOU: (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT THAT YOU ARE OF SOUND MIND AND OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT (18 YEARS OF AGE OR OLDER); AND (C) ACCEPT AND AGREE TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

IF YOU DO NOT AGREE TO THESE TERMS, DO NOT DOWNLOAD, INSTALL, ACCESS, OR USE THE APPLICATION. IF YOU HAVE ALREADY DOWNLOADED THE APPLICATION, DELETE IT FROM YOUR COMPUTING DEVICE.

CHANGES TO THIS AGREEMENT

We reserve the exclusive right to make changes to this Agreement from time to time. Your continued access to and use of the Application constitutes your agreement to be bound by, and your acceptance of, the terms and conditions posted at such time. You acknowledge and agree that you accept this Agreement (and any amendments thereto) each time you sign into your account, access, or use the Application. Therefore, we encourage you to review this Agreement regularly.

If, within thirty (30) days of us posting changes or amendments to this Agreement, you decide that you do not agree to the updated terms, you may withdraw your acceptance to the amended terms by providing us with written notice of your withdrawal to the email address provided in Section 28 herein. Upon providing us with the written notice of the withdrawal of your acceptance, you are no longer authorized to access or use the Application and you must delete it from your Computing Device.

1. License Grant. Subject to the terms of this Agreement, Company grants you a personal, limited, non-exclusive, revocable, and non-transferable license to:

- (a) download, install, and use the Application on a mobile phone or other mobile computing device that is owned or otherwise controlled by you (“**Computing Device**”) strictly for your own, personal, non-commercial use; and

(b) access, view, and use on such Computing Device the Company Content and End User

(d) access, view, and use on such Computing Device the Company Content and End User Public Content (as defined in Section 5) made available in or otherwise accessible through the Application, strictly in accordance with this Agreement, and any other terms and conditions applicable to such Content as set forth in Section 5.

2. License Restrictions. You shall not:

- (a) copy the Application, except as expressly permitted by this license;
- (b) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Application or any of its parts;
- (c) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Application or any of its parts;
- (d) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices from the Application, including any copy thereof;
- (e) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Application or any features or functionality of the Application, to any third party for any reason, including by making the Application available on a network where it is capable of being accessed by more than one user device without creating unique user accounts for each user in accordance with this Agreement;
- (f) remove, disable, circumvent, or otherwise create or implement any workaround to any copyright protection, rights management or security features in or protecting the Application;
- (g) use the Application or Payment Services (as defined below) in a manner that violates any local, state, national, foreign, or international statute, regulation, rule, order, treaty, or other law;
- (h) interfere with or disrupt the Application or servers or networks connected to this Application;
- (i) stalk, harass, or harm another individual;
- (j) impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity;
- (k) use any data mining, robots, or similar data gathering or extraction methods in connection with the Application; or
- (l) attempt to gain unauthorized access to any portion of the Application or any other accounts, computer systems, or networks connected to the Application, whether through hacking, password mining, or any other means;

3. Use of the Application; Account Security; Payment.

- (a) COMPANY IS A SOFTWARE AND PAYMENT PROCESSING COMPANY. COMPANY IS NOT A PROVIDER OF LOGISTICS, STORAGE, OR FREIGHT HANDLING SERVICES WHATSOEVER.
- (b) The Application provides a marketplace for payments (together with payment processing services, and collectively the “**Payment Services**”) for companies and individuals in the logistics industry including, without limitation, shippers, carriers, freight brokers, warehouse operators (the “**Service Providers**”) accept and receive payment from their respective customers (the “**Payors**”) for services rendered.
- (c) To utilize the Application, utilize Payment Services, set up your profile, review your

Account history, and to recover your account in the event that you lose the use of your Computing Device, you will be required register for a unique, individual user account (an “**Account**”).

(d) To create your Account and generally use the Application, you may be asked to provide us with at least the following information (along with any fields or data marked as mandatory as part of the Account creation process):

(i) Your first and last name;

(ii) Your mobile telephone number;

(iii) Your email address;

(iiii) If any paid features of the Application are enabled and desired by you, a credit, debit card, bank account or other payment method that Company will utilize to collect payment from you for in Application services that you request.

(v) If are utilizing the Application to receive funds as a Service Provider you will need to provide your banking information into which funds will be deposited.

(e) You may be able to download, access, and utilize the Application on a provisional or limited basis without registering for an Account for a limited time. In the event that you access or use the Application without registering for an Account and subsequently lose the use of your Computing Device, any information or data that you uploaded to or entered into the Application may be lost forever. We may be able to recover such information or data upon your request (if possible), but we have no obligation to do so. You will not be able to utilize any Payment Services without registering for an Account.

(f) All payments that are made by you through the Application are collected by Company via the payment method that you provided through your Account. By selecting or enabling a paid service and/or by confirming your desire to make the payment in the Application, you expressly authorize Company to immediately withdraw funds from your account and/or charge your payment card (as applicable) in the amount selected by you. If the paid service or feature that you request is on-going and subject to recurring payments, you expressly authorize Company to withdraw funds from your account and/or charge your payment card on a recurring basis until you affirmatively stop, cancel, or remove the paid service or feature in accordance with this Agreement (or until such paid service or feature is terminated by us).

(g) For Payment Services provided by Company through the Application, Company shall collect a payment processing fee (“**Payment Services Fee**”). All Payment Service Fees are calculated as a percentage of the value of each transaction processed by us on your behalf, and are collected from the Service Providers who accept payment from Payors through the use of the Application. All Payment Services Fees shall be fully due and payable upon the completion of each transaction completed from or via your Account, and you agree that RoadSync is entitled to collect this fee immediately.

(h) All amounts paid by you to or through the Application are final and are refundable only if refunded directly by the Service Provider. In the event of a payment dispute between Payor and Service Provider, Company agrees to assist to the extent possible, but shall not be responsible for mediating or ultimately resolving any such dispute.

(i) You are responsible for keeping your Account and password information secure. You agree to notify us immediately of any unauthorized access to or use of your Account, user name or password or any other breach of security. You also agree to exit from your Account at the end of each session. You should use particular caution when accessing your Account so as not to provide third parties with Account credentials.

(j) You acknowledge and agree that the Application is intended, and is provided by us, as a neutral venue to assist Payors to pay Service Providers. The services provided by the Application are dependent upon factors outside of our control, including but not limited

to the operation of third party provided hardware and network services provided by telecommunications providers.

(k) We have the right to disable any Account at any time if, in our sole opinion, you have violated any provision of this Agreement or if your continued use of the Application may cause harm to Company or to any other third party.

(l) We reserve the right to change, suspend, disable, or delete any features or functionality of the Application at any time and without notice.

4. Electronic Communications; SMS Text Message Updates.

(a) By registering for an Account, using the Application, or utilizing any Payment Services, you consent to receiving electronic communications from us. These electronic communications may include notices about applicable fees and charges, transactional information and other information concerning or related to the Application. These electronic communications are part of your relationship with us. You agree that any notices, agreements, disclosures or other communications that we send you electronically will satisfy any legal communication requirements, including that such communications be in writing.

(b) Additionally, by using the Application, you give your consent and authorize us to send SMS text messages to the mobile number you have provided using an automatic telephone dialing system.

(c) As part of our services, we may send you SMS text messages to notify you of: information sent to your Account by us and other End Users.

(d) You understand that your mobile phone service provider may charge you fees for text messages that we send you, and you agree that we shall have no liability for the cost of any such text messages.

(e) You are not required to authorize SMS text messages to utilize the Application, and you may withdraw your consent at any time. To withdraw your consent, simply change your notification settings in the Application or reply "STOP" to any text message you receive from us. You may also contact us by telephone or send your request to: info@roadsync.com.

5. Reservation of Rights; Content.

(a) You acknowledge and agree that the Application is provided under license, and not sold, to you. You do not acquire any ownership interest or any other rights in the Application under this Agreement, other than to use the Application in accordance with the license granted, and subject to all terms, conditions and restrictions, under this Agreement. Except as expressly granted in this Agreement, Company reserves and shall retain all rights, title, and interest in the Application and Company Content, including all copyrights and copyrightable subject matter, trademarks and trademarkable subject matter, patents and patentable subject matter, trade secrets, and other intellectual property rights, both now in existence or that may be created, relating to the thereto. The Application may provide you with access to information, data, functionality and content (collectively, "**Company Content**") available and/or accessible through or via the Application. Your access to and use of such Company Content is governed by this Agreement.

(b) The Application may make available to you one or more public forums in which you may interact with other End Users. You may have the ability to post information, images, data, and/or other multi-media content (collectively, "**End User Public Content**") to such public forums. You hereby grant to Company a sole, irrevocable, perpetual, worldwide, fully paid up, royalty free license to utilize any End User Public Content uploaded or posted by you to, or through the use of, the Application.

6. End User Provided Materials. You acknowledge and agree that Company is not responsible

for the accuracy, completeness, correctness, timeliness, validity, copyright compliance, legality, decency, formatting, quality, availability, or any other aspect of materials, information of Data uploaded to the Application by you or any End User (collectively, the “**End User Provided Materials**”). COMPANY DOES NOT ASSUME AND EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY OR RESPONSIBILITY TO YOU OR ANY END USER, OR ANY OTHER PERSON OR ENTITY FOR ANY END USER PROVIDED MATERIALS.

7. Collection and Use of Your Information.

(a) You acknowledge that when you download, install, or use the Application, you may be required to provide certain information about yourself as a condition to downloading, installing, accessing, or using the Application or its features. Company may also use automatic means to collect information about your Computing Device and your use of the Application. Furthermore, the Application may provide you with opportunities to share information about yourself with others. All information we collect through or in connection with this Application is subject to our Privacy Policy (www.roadsync.com/privacy-policy), which is incorporated herein by reference. By downloading, installing, using, and providing information to or through this Application, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

(b) Company will comply with applicable data privacy laws, data breach laws and industry standards in the United States of America. Company and any subcontractors to whom Data is provided shall maintain a comprehensive data security program, which shall include reasonable and appropriate technical, organizational and security measures against the destruction, loss, unauthorized access or alteration of Data in the possession of Company or its subcontractors, and which shall be (i) no less rigorous than those maintained by Company for its own information of a similar nature, and (ii) no less rigorous than typical security standards in the industry.

8. Geographic Restrictions. The Application and Company Content are based in the State of Georgia in the United States and are provided primarily for access and use by persons located in the United States. While you may have the ability to access the Application from outside the United States, Company is **NOT** responsible for compliance with local laws, customs, or directives outside of the United States. You acknowledge that you may not be able to access the Application or all or some of the Company Content outside of the United States and that access outside the United States may not be legal by certain persons or in certain countries. If you access the Application from outside the United States, you are responsible for compliance with local laws.

9. Updates. Company may from time to time in its sole discretion develop and provide Application updates. These updates may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, “**Updates**”). Updates may also modify or delete in their entirety certain features and functionality. Company has sole discretion to issue updates. You agree that Company has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Based on your Computing Device settings, when your Computing Device is connected to the internet either:

- (a) the Application will automatically download and install all available Updates; or
- (b) you may receive notice of or be prompted to download and install available Updates.

You agree to promptly download and install all Updates and acknowledge and agree that the Application or portions of the Application may not properly operate should you fail to do so. You further understand and agree that all Updates will be deemed part of the Application and be subject to all terms and conditions of this Agreement.

10. Third Party Materials. The Application may display, include or make available third-party content (including data, information, applications, and other products, services, and/or materials) or provide links to third-party websites or services (“**Third Party Materials**”). You acknowledge and agree that Company is not responsible for Third Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or

accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. COMPANY DOES NOT ASSUME AND WILL NOT HAVE ANY LIABILITY OR RESPONSIBILITY TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY THIRD-PARTY MATERIALS. Third Party Materials and links are provided solely as a convenience to you, and you access and use them entirely at your own risk and subject to such third parties' terms and conditions.

11. Term and Termination.

- (a) The term of Agreement commences when you download the Application and will continue in effect until terminated by you or by Company as set forth in this Section 11.
- (b) You may terminate this Agreement by deleting the Application and all copies from your Computing Device.
- (c) Company may terminate this Agreement at any time and for any reason by providing notice to you. In addition, this Agreement will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.
- (d) Upon termination:
 - (i) all rights granted to you under this Agreement will be terminated; and
 - (ii) you must cease all use of the Application and delete all copies of the Application from your Computing Device and account.
- (e) Termination will not limit any of Company's rights or remedies at law or in equity.

12. Warranties.

- (a) Company represents and warrants that it has the proper rights and authority to grant the license to you to utilize the Application.
- (b) You represent, warrant, and covenant that:
 - (i) you shall at all times comply with applicable laws, regulations, and government directives in your use of the Application and in your communication with other End Users and any other third parties via or through the use of the Application;
 - (ii) you have obtained all required permissions and authorizations that may be necessary from all appropriate parties in order to use the Application, Company Content, and End User Provided Materials;
 - (iii) all End User Provided Materials that you input or upload to the Application are either owned by you, or have been lawfully obtained by you, and that you have all of the necessary authorizations from the appropriate parties to possess, view, access, and upload such End User Provided Materials (and, if applicable, to share them with other End Users); and
 - (iiii) your use of the Application does not and will not conflict with, or infringe upon, the rights of any third party.

13. Disclaimer of Warranties.

- (a) THE APPLICATION IS PROVIDED TO YOU "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, COMPANY, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE APPLICATION, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR

PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, COMPANY PROVIDES NO WARRANTY AND MAKES NO REPRESENTATION OF ANY KIND THAT THE APPLICATION WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS, BE ERROR FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

(b) COMPANY IS NOT A PROVIDER OF LOGISTICS, STORAGE, OR FREIGHT HANDLING SERVICES WHATSOEVER. ACCORDINGLY, COMPANY MAKES NO REPRESENTATIONS AND DISCLAIMS ANY AND ALL WARRANTIES IN CONNECTION WITH ANY GOODS OR SERVICES RECEIVED OR PROVIDED BY ANY END USER.

(c) COMPANY ADDITIONALLY MAKES NO REPRESENTATIONS AND DISCLAIMS ANY AND ALL WARRANTIES IN CONNECTION WITH THE ACCURACY, COMPLETENESS, APPROPRIATENESS, RELIABILITY, TIMELINESS, USABILITY, AVAILABILITY, OR ANY OTHER QUALITY OF ANY LOGISTICS, STORAGE, OR FREIGHT HANDLING SERVICES THAT YOU MAY PAY FOR THROUGH THE USE OF THE APPLICATION.

(d) COMPANY MAKES NO REPRESENTATIONS AND DISCLAIMS ANY AND ALL WARRANTIES AS TO THE SKILL SET, COMPETENCY, AVAILABILITY, OR ANY OTHER QUALITY OF ANY PARTY WHO MAY UTILIZE THE APPLICATION IN CONNECTION WITH PROVIDING SERVICES TO YOU.

(e) COMPANY MAKES NO REPRESENTATIONS AND PROVIDES NO WARRANTIES OF ANY KIND AS TO THE ACCURACY, COMPLETENESS, APPROPRIATENESS, RELIABILITY, TIMELINESS, USABILITY, AVAILABILITY, OR ANY OTHER QUALITY, OF ANY END USER PROVIDED MATERIALS IN UTILIZING THE APPLICATION.

(f) ALL THIRD-PARTY SERVICES AND MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY MATERIALS IS STRICTLY BETWEEN YOU AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS.

14. Limitation of Liability.

(a) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, HAVE ANY LIABILITY ARISING FROM OR RELATED TO YOUR USE OF (OR INABILITY TO USE) THE APPLICATION, THE COMPANY CONTENT, OR ANY ASSOCIATED SERVICES FOR PERSONAL INJURY, WRONGFUL DEATH, PERSONAL OR PROFESSIONAL NEGLIGENCE, PROPERTY DAMAGE, LOSS OF DATA, LOSS OF GOODWILL, BREACH OF PRIVACY, UNAUTHORIZED ACCESS OF YOUR DATA BY THIRD PARTIES, LOSS OF DATA, BUSINESS INTERRUPTION, COMPUTING DEVICE FAILURE OR MALFUNCTION OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES;

(b) UNDER NO CIRCUMSTANCES WILL COMPANY, OR ANY OF OUR AFFILIATES BE RESPONSIBLE OR LIABLE TO YOU OR ANY OTHER INDIVIDUAL OR ENTITY FOR ANY DIRECT, COMPENSATORY, INDIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOST PROFITS AND LOST BUSINESS OPPORTUNITIES), SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES THAT RESULT FROM OR RELATE IN ANY MANNER WHATSOEVER TO (1) USE OF THE APPLICATION OR ANY SERVICES OFFERED THEREON, (2) RELIANCE

ON COMPANY CONTENT OR END USER PROVIDED MATERIALS BY YOU OR ANYONE USING YOUR PASSWORD, OR (3) ERRORS, INACCURACIES, OMISSIONS, DEFECTS, UNTIMELINESS, SECURITY BREACHES, OR ANY OTHER FAILURE TO PERFORM BY US OR OUR CONTENT PROVIDERS. THE FOREGOING EXCLUSION SHALL APPLY REGARDLESS OF WHETHER WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(c) IN NO EVENT SHALL COMPANY'S LIABILITY FOR ANY DAMAGES UNDER THIS AGREEMENT, IN THE AGGREGATE, EXCEED THE LESSER OF (1) THE AMOUNT ACTUALLY PAID BY YOU FOR THE USE OF THE APPLICATION WITHIN THE IMMEDIATE THREE (3) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE CLAIM; OR (2) FIVE HUNDRED DOLLARS (\$500.00). THIS SECTION SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY AND ALL DAMAGES HEREUNDER.

(d) THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15. Additional Disclaimers and Limitations of Liability. IN NO EVENT SHALL COMPANY BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES WHATSOEVER THAT ARISE OUT OF, OR THAT ARE IN CONNECTION WITH YOUR USE OF (OR INTERACTION WITH) THE SERVICES OF ANY SERVICE PROVIDER, OR ANY INTERACTION WITH ANY OTHER END USER INCLUDING BUT NOT LIMITED TO:

(a) PERSONAL INJURY OR DEATH;

(b) ANY ACT OR OMISSIONS AN END USER OR A THIRD PARTY, INCLUDING ANY NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY SUCH PERSONS; OR

(c) INABILITY TO ACCESS OR USE (OR ANY DELAYS IN THE USE OF) THE APPLICATION, ANY FEATURES OF THE APPLICATION, OR TO SEND OR RECEIVE COMMUNICATIONS FOR ANY REASON, EVEN IF IT IS DUE TO A MALFUNCTION OF THE APPLICATION.

16. Intellectual Property Rights. This Agreement does not grant to you any right, title, interest, or license (express or implied) to any patent, trademark, service mark, copyright, trade secret, business method, process, or proprietary right (collectively, "***Intellectual Property Rights***") of Company, whether or not such Intellectual Property rights are registered or registrable.

(a) **Rights to Application.** Company reserves and shall retain its entire right, title and interest in and to the Application and all Intellectual Property Rights arising out of or relating to the Application.

(b) **No Conveyance.** You agree that this Agreement conveys to you no rights whatsoever in or to any of Company's Intellectual Property Rights. Accordingly, your use of any of Company's Intellectual Property Rights outside the scope of any licenses expressly granted to you by this Agreement shall be considered an infringement of Company's Intellectual Property Rights. This shall not limit, however, any claim that Company may have for a breach of contract in the event you breach a term, condition, or warranty set forth in this Agreement.

(c) **Trademarks.** You acknowledge and agree that you will not use any trademark, service mark, trade name or other proprietary designation (collectively, "***Marks***") used, owned, licensed, or registered by Company without Company's prior written consent. A breach by you of the terms of this Agreement related to the use of Company's Marks will cause irreparable harm such that Company will not have an adequate remedy at law and, in addition to any other rights or remedies available at law or in equity, will be entitled to seek injunctive relief against the you. "RoadSync" is a trademark that belongs to us. Other trademarks, names and logos that may appear via the Application are the property of their respective owners.

(d) **Proprietary Rights.** All rights not expressly granted herein are reserved for the benefit of Company. Except as otherwise required or limited by applicable law, any reproduction, distribution, modification, retransmission, or publication of any of our Intellectual Property Rights is strictly prohibited without our express written consent.

(e) During the term of this Agreement, you may provide or disclose to us submissions, comments, ideas, suggestions, concepts, or techniques in connection with the Application and/or Payment Services (collectively, "**Feedback**").

(i) You hereby agree to assign all right, title, and interest in all Feedback exclusively to Company without any attribution or compensation to you. The assignment shall automatically grant Company the right to exploit the Feedback for any purpose whatsoever and in any manner it deems appropriate, without limitation, including but not limited to, developing, manufacturing, having manufactured, licensing, marketing, and selling, directly or indirectly, products and services using such Feedback. You understand and agree that we are not obligated to use the Feedback, and you have no right to the Feedback or compel Company to use, license or sell such Feedback.

(ii) To facilitate assignment of the Feedback, you agree to timely sign any additional documents that may be necessary to transfer and assign any rights of inventorship or authorship associated with the Feedback to Company. In the event that you do not cooperate in the transfer or are unobtainable, Company reserves the rights to file any patent, trademark or copyright applications under its own name, citing your failure or unavailability to abide by the terms of this section. By accepting this Agreement, you grant Company an exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid-up, assignable, transferrable, unlimited license to the Feedback set to expire when the assignment to any intellectual property rights associated with the Feedback has been executed by you and all required parties and permits are finalized. You agree that Company's provision of the Application and/or Payment Services to you constitutes sufficient consideration for the assignment hereunder.

17. Indemnification. You agree to indemnify, defend and hold harmless Company and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, arising from or relating to: i) your use or misuse of the Application; ii) your failure to comply with any applicable law, regulation, or government directive; iii) your breach of this Agreement; or iv) your agreement or relationship with any Service Provider, End User or any third party.

Furthermore, you agree that the Company assumes no responsibility for the information or content you submit or make available through this Application or the content that is made available to you by third parties.

18. Severability. If any provision of this Agreement is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this Agreement will continue in full force and effect.

19. Arbitration.

(a) **Binding Arbitration.** In the event of a dispute, claim or controversy between the Parties that arises out of or relates to the breach, termination, enforcement, interpretation or validity of any provision of this Agreement (and including, without limitation, statutory, common law, or equitable claims), the Parties agree to resolve all such matters by means of binding arbitration. The parties acknowledge that this Agreement evidences a Transaction for Payment Services involving interstate commerce. Notwithstanding the provisions in this paragraph referencing applicable substantive law, the Federal Arbitration Act (9 U.S.C. §§ 1-16) will govern any arbitration conducted pursuant to the terms of this Agreement.

(b) **Arbitrators.** Either Party may institute an arbitration proceeding before the American Arbitration Association ("**AAA**") or JAMS. The arbitration will be conducted before a single neutral arbitrator and each arbitration shall be governed by an individual arbitration

single, neutral arbitrator, and each arbitration shall be commenced as an individual arbitration event, and not as a class arbitration. The arbitrator will be selected and agreed to by the Parties, but in the event that the Parties are unable to agree upon the arbitrator, the AAA or JAMS (as applicable) shall appoint an arbitrator with sufficient understanding of the business and technology issues relevant to resolving the dispute. The arbitrator shall have the sole power to rule on matters of jurisdiction, arbitrability, timeliness of claims, issue preclusion, and to grant permanent equitable relief (provided however, that Company may seek temporary equitable relief against you until such matter is resolved by the arbitrator).

(c) **Arbitration Rules.** For arbitration before the AAA, the Commercial Arbitration Rules will apply. For arbitration before JAMS, the JAMS Comprehensive Arbitration Rules & Procedures and the JAMS Recommended Arbitration Discovery Protocols For Domestic, Commercial Cases will apply. This Section 19 shall govern in the event it conflicts with the applicable arbitration rules.

(d) **Arbitration Award.** The arbitrator may award on an individual basis any relief that would be available pursuant to applicable law, and will not have the power to award relief to, against or for the benefit of any person who is not a party to the proceeding. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. Such award will be final and binding on the parties, except for any right of appeal, and may be entered in any court having jurisdiction over the Parties for purposes of enforcement.

(e) **Arbitration Venue.** The Parties agree to bring any arbitration proceedings in Atlanta, Georgia, USA, and the Parties agree to use this location for arbitration.

(f) **Payment of Arbitration Fees and Costs.** Each Party hereto shall be responsible for its own attorney's fees, costs, and expenses.

(g) **Class Action Waiver.** Except as otherwise provided in this Section 19, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a class or representative proceeding or claims (such as a class action, consolidated action or private attorney general action) unless both you and we specifically agree to do so following initiation of the arbitration. You acknowledge and agree that even if you bring any claim or seek resolution of any dispute in court, this Class Action Waiver will continue to apply to you.

(h) **Jury Waiver.** You understand and agree that by accepting this Agreement, you agree to waive your right to a jury trial in a court of law.

20. Governing Law. This Agreement is governed by and construed in accordance with the internal laws of the State of Georgia without giving effect to any choice or conflict of law provision or rule.

21. Limitation of Time to File Claims. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE APPLICATION MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

22. Entire Agreement. This Agreement and our Privacy Policy constitute the entire agreement between you and Company with respect to the Application and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the Application.

23. Waiver. No failure to exercise, and no delay in exercising, on the part of either party, any right or any power under this Agreement shall operate as a waiver of that right or power. Nor shall any single or partial exercise of any right or power under this Agreement preclude further exercise of that or any other right granted herein. In the event of a conflict between this Agreement and any applicable purchase or other terms, the terms of this Agreement shall govern.

24. No Employment or Agency Relationship. No provision of this Agreement, or any part of relationship between you and Company, is intended to create nor shall they be deemed or construed to create any relationship between you and Company other than that of and end user of

the Application and services provided.

25. Equitable Relief. You acknowledge and agree that your breach of this Agreement would cause Company irreparable harm for which money damages alone would be inadequate. In addition to damages and any other remedies to which Company may be entitled, you acknowledge and agree that we may seek injunctive relief to prevent the actual, threatened or continued breach of this Agreement.

26. Headings. The headings in this Agreement are for reference only and shall not limit the scope of, or otherwise affect, the interpretation of this Agreement.

27. Survival. All obligations of each party hereto which expressly or by their nature survive expiration or termination of this Agreement shall continue in full force and effect subsequent to and notwithstanding such expiration or termination, including without limitation, Sections 2, 5, 6, 7-28, together with any additional terms set forth in the exhibits, addendums or schedules attached hereto.

28. Comments, Concerns and Notifications. The Application is operated by RoadSync, Inc. All feedback, comments, requests for technical support and other communications relating to the Application should be directed to: info@roadsync.com.