

## **YOU MUST READ THE TERMS AND CONDITIONS (TERMS) CAREFULLY!**

**1. Terms of Use:** By accessing this Website or by using any Load One, LLC mobile application (Load One Apps), you agree that you are bound by these Terms and by all applicable laws and regulations. If you do not agree with any of these Terms, you must leave this Website and discontinue use of the Load One Apps immediately. The materials contained on this Website and in the Load One Apps are protected by applicable copyright and trademark law. This Website includes (a) the Load One website, (b) all information included on the Load One Website, and (c) any services accessible via the Load One Website. The Load One Apps include driver, customer apps and any future applications developed by Load One, LLC.

**2. Access and Representations of Use:** This Website and the Load One Apps may not be accessible for use in all locations. If you are using this Website or the Load One Apps on behalf of your employer, you represent that your employer has authorized you to accept these Terms on your employer's behalf. You also represent that your employer agrees to indemnify you and Load One for a violation of these Terms.

**3. Warranties:** LOAD ONE, LLC, (LOAD ONE) PROVIDES THE MATERIALS ON THIS WEBSITE AND IN THE LOAD ONE APPS "AS IS." LOAD ONE MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, AND DISCLAIMS ALL WARRANTIES, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. Load One does not warrant or make any representations concerning the accuracy, results, or reliability of the use of the materials on this Website or the Load One Apps. Load One has no responsibility for any harm to your computer system, loss or corruption of data, or other harm that results from your access to or use of this Website or the Load One Apps.

**4. Assumption of Risk:** You acknowledge and agree that you should not rely on this Website or the Load One Apps for any reason. You further acknowledge that you are solely responsible for maintaining and protecting all of your data and information, even if it is stored, created, retrieved, or otherwise processed by this Website or the Load One Apps. You acknowledge that Load One makes no representation that (a) the Website or the Load One Apps will be uninterrupted, secure, or error-free; (b) the results obtained from use of the Website or the Load One Apps will be accurate or reliable; or (c) any errors on the Website or the Load One Apps will be corrected. YOU ASSUME ALL RISK FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM USING THIS WEBSITE OR THE LOAD ONE APPS, INCLUDING ANY DAMAGES OR LOSS OF INFORMATION RESULTING FROM COMPUTER VIRUSES.

**5. Limitation of Liability:** TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL LOAD ONE, ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS, OR PROFITS), REGARDLESS OF LEGAL THEORY, WHETHER OR NOT LOAD ONE HAS BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES—EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

**6. Indemnity:** You agree to indemnify and hold Load One and its, officers, directors, agents, licensors, suppliers, other partners, employees and representatives harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Website or the Load One Apps, your violation of the Terms, or your violation of any rights of another.

**7. Cautious Driving:** You acknowledge that while the Website and the Load One Apps are accessible from mobile devices, reviewing any information on a mobile device while driving is dangerous and carries with it an inherent risk. You agree to always drive carefully and in accordance with traffic laws. Further, you agree that you will not check the Website or the Load One Apps for updates or send any information to the Website or the Load One Apps while operating a motor vehicle.

**8. Revisions and Errors:** The materials appearing on the Website and in the Load One Apps may include technical, typographical, or photographic errors. Load One does not warrant that any of the materials on the Website, in the Load One Apps, or in any marketing materials are accurate, complete, or current. Load One may make changes to the materials contained on the Website, in the Load One Apps, or in its marketing materials any time without notice. Load One does not make any commitment to update any of these materials.

**9. Links:** Load One has not reviewed all links that may be posted on the Website and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by Load One of the third-party site or endorsement of the Load One Apps or Load One services by the third-party link. Use of any such linked website is at the user's own risk.

**10. Site Terms of Use Modifications:** Load One may revise these Terms at any time without notice. By using the Website or the Load One Apps, you are agreeing to be bound by the then current version of these Terms.

**11. Your Information and Privacy:** By using the Website and Load One Apps, you may submit your personal information or information related to your customers. You retain full ownership of your information. These Terms do not grant us any rights to your information. Nevertheless, we may need your permission to do certain things that you ask us to do with your information, for example, temporarily storing your information on our servers for access by the Load One Apps. You agree that we need to do those things solely to provide our services to you, and you give us permission to do so. You agree that you are solely responsible for the content you submit to the Website or the Load One Apps. For example, it is your responsibility to ensure that you have the rights or permission needed to comply with these Terms. If any of the content that you use in connection with the Load One Apps is the protected intellectual property of others, you are responsible and liable for how you use that content.

**12. Account Security:** You are responsible for safeguarding the password that you use to access the Website or the Load One Apps, and you agree not to disclose your password to any third party. You are responsible for any activity using your account, whether or not you authorized that activity. You should immediately notify Load One of any unauthorized use of your account.

You acknowledge that if you wish to protect your transmission of information to Load One, it is your responsibility to use a secure encrypted connection to communicate with the Website or using the Load One Apps.

**13.0 Intellectual Property Rights:** Except as expressly authorized by Load One, You agree not to reproduce, modify, rent, lease, loan, sell, distribute, mirror, frame, republish, download, transmit, or create derivative works of any content of the Website or the Load One Apps. Additionally, you must not modify, decompile, or reverse engineer any of the Load One Apps, and you must not remove or modify any copyright notice, trademark notice, or other notice of ownership.

**13.1 Trademarks:** "Load One Trademarks" means all names, marks, brands, logos, designs, trade dress, slogans, or other designation that Load One uses in connection with its products and services. You may not remove, use, or alter any Load One Trademarks without Load One's prior written consent. You acknowledge Load One's rights in the Load One Trademarks and agree that any use of the Load One Trademarks by you will inure to Load One's sole benefit. You agree not to incorporate any Load One Trademarks into your trademarks, service marks, company names, web addresses, domain names, or any other similar designations, for use on or in connection with any products, services, or technologies.

**13.2 No License:** Unless explicitly stated herein, nothing in these Terms may be construed as conferring any license to intellectual property rights. Permission is granted to display, use, and download Load One Apps or services on the Website provided that: (a) any applicable copyright notice remains on the content; (b) such content will not be copied or posted on any networked computer or published in any medium, except as explicitly permitted by valid permission or license covering such materials; and (c) no modifications are made to such content. This permission terminates automatically without notice if you breach any of the Terms.

**14. Termination:** We reserve the right to suspend or end our Website services or support for the Load One Apps at any time, with or without cause, and with or without notice. For example, we may suspend or terminate your use if you are not complying with these Terms, or if you use the Website Services or the Load One Apps in any way that would cause us legal liability or disrupt others' use of the Website or the Load One Apps. If we suspend or terminate your use, we will try to let you know in advance, though there may be some cases (for example, repeatedly or flagrantly violating these Terms, a court order, or danger to other users) where we may suspend your access immediately.

**15. Force Majeure:** Load One will not be liable for any failure or delay in the performance of its obligations caused by events beyond its reasonable control, which may include, without limitation, denial-of-service attacks, strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, terrorism, governmental action, labor conditions, earthquakes, material shortages, extraordinary Internet congestion or extraordinary connectivity issues experienced by major telecommunications providers. Upon the occurrence of any such event, Load One will be excused from any further performance of its obligations effected by the event for so long as the event continues.

**16. Merger:** These Terms contain Your entire agreement with Load One with respect to the contents of the Terms. These Terms supersede all prior agreements between you and Load One with respect to such Terms.

**17. Modifications:** Any modifications to these Terms may be made by Load One and will be posted on the Website.

**18. Choice of Law and Venue:** These Terms will be interpreted under the laws of the State of Michigan. Any litigation under this Agreement must take place in the County of Wayne, State of Michigan or in the United States District Court for the Eastern District of Michigan—Southern Division.

**19. Severability:** If a provision of the Terms is found to be unenforceable, that provision will be rewritten to reflect Load One's intention. All remaining provisions of the Terms will remain in effect.

**20. Remedies:** The rights and remedies reserved to Load One under these Terms are cumulative with, and in addition to, all other remedies provided in law or equity.

**21. No Waiver:** The failure of Load One any time to require your performance of any provision of these Terms will not affect the right to require such performance at any later time. A waiver by Load One of a breach of any provision of these Terms will not constitute a waiver of any succeeding breach of the same or any other provision. No course of dealing or course of performance may be used to evidence a waiver or limitation of your obligations under these Terms.

**22. Export Laws:** Services and Load One Apps derived or obtained from this Website may be subject to U.S. export laws and the export or import laws of other countries. You agree to comply strictly with all such laws and, in particular, must: (a) obtain any export, re-export, or import authorizations required by U.S. or your local laws; (b) not use the Website services or Load One Apps to design, develop, or produce missile, chemical/biological, or nuclear weaponry; and (c) not provide the Website services or Load One Apps to prohibited countries and entities identified in the U.S. export regulations.

**23. Survival:** The rights and obligations under the Terms that, by their nature, should survive any termination of your use of the Website or Load One Apps will remain in full effect after termination or expiration of such use.

**24. Governing Law:** Any claim relating this Website or the Load One Apps will be governed by the laws of the State of Michigan without regard to its conflict of law provisions.