

BONDWAY LLC  
Terms and Conditions for Haulers and Hauler Users

These Terms and Conditions for Haulers and Hauler Users (these “Terms and Conditions”) are applicable only to Haulers (as hereinafter defined) and each Hauler’s Dispatcher(s) (as hereinafter defined) and Individual Users (as hereinafter defined). These Terms and Conditions govern your use of the Application (as hereinafter defined) and the Services (as hereinafter defined) and all transactions and other interactions between you and Bondway LLC, a Pennsylvania limited liability company (“Bondway”). By using the Application or any of the Services, you are agreeing to be bound by these Terms and Conditions.

**THESE TERMS AND CONDITIONS INCLUDE IMPORTANT LEGAL PROVISIONS THAT DEFINE YOUR RIGHTS AND OBLIGATIONS REGARDING YOUR USE OF THE APPLICATION AND THE SERVICES, ALL TRUCKING JOBS YOU BID ON, ACCEPT AND/OR COMPLETE USING THE APPLICATION AND THE SERVICES AND ALL TRANSACTIONS AND OTHER INTERACTIONS BETWEEN YOU AND BONDWAY. PLEASE READ THESE TERMS AND CONDITIONS, INCLUDING THE PRIVACY POLICY INCORPORATED HEREIN, CAREFULLY PRIOR TO USING THE APPLICATION OR ANY SERVICES. YOUR USE OF THE APPLICATION OR ANY SERVICES CONSTITUTES YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS.**

1. Certain Definitions. In addition to the capitalized terms defined elsewhere in these Terms and Conditions, the following words and phrases shall have the following meanings:

“Accepted Bid” means, with respect to any Job submitted by a Shipper, a bid by a Hauler that has been accepted by such Shipper via the Application.

“Accounts” means, collectively, with respect to any Hauler, its Dispatcher Account(s) and all User Accounts, and “Account” means any of them.

“Application” means the Bondway application, which integrates job submission, job bidding, routing and billing features and functionality and can be downloaded onto mobile devices.

“Bonded Road” means a road that has been preapproved by either the local government, state government or private industry and represents a path by which specific vehicles must travel in order to reach their final destination. Bonded Roads frequently are insured to cover any damage that may occur due to weight or higher than normal traffic.

“Bondway Fees” means, with respect to any Job completed by a Hauler for a Shipper, the 5% commission owed by such Hauler to Bondway, as compensation for such Hauler’s use of the Application and the Services with respect to such Job, which commission shall be calculated based on the total amount payable by such Shipper to such Hauler for such Job, as set forth in the final field ticket for such Job.

“Bondway Group” means, collectively, Bondway and its subsidiaries and other affiliates, and their respective owners, partners, managers, members, directors, officers, employees, licensors, agents and other representatives.

“Dispatcher” means each individual authorized by a Hauler to create and use a Dispatcher Account.

“Dispatcher Account” means a dispatcher account with Bondway that is created by a Dispatcher through a link provided by Bondway to a Hauler representative and that confers certain rights and obligations with respect to the Application and the Services.

“Eligible Trucker” means, with respect to any Job, an individual trucker who meets all the eligibility criteria applicable to such Job, including, without limitation, successful completion of all training required by the Shipper that submitted such Job.

“Hauler” means a trucking company that uses or otherwise accesses the Application.

“Individual User” means an individual trucker employed or engaged by a Hauler or any other individual representative of such Hauler who is authorized by the Hauler to access the Application through creation of a User Account.

“Job” means a hauling job that is submitted by a Shipper for bidding through the Application.

“Services” means, individually and collectively, the services provided by Bondway pursuant to the Application.

“Shipper” means a business that uses the Application to solicit bids for hauling services.

“User Account” means an individual user account with Bondway that is created by an Individual User.

“Users” means, collectively, Dispatchers and Individual Users, and “User” means any of them.

“Website” means any website maintained by Bondway in connection with the Application and/or the Services.

2. Right to Amend. You acknowledge and agree that Bondway may amend these Terms and Conditions, including any policy incorporated herein, at any time and from time to time, without notice to you. Following any such amendment, these Terms and Conditions, as so amended, shall govern your use of the Application and the Services and any subsequent transactions and interactions with Bondway. Your use of the Application or any Services following such amendment constitutes your acceptance of these Terms and Conditions as so amended.

3. Privacy Policy. Your use of the Application, the Services and any Website is subject to the terms of the Bondway LLC Website/Application Privacy Policy (the “Privacy Policy”), which is hereby incorporated into and made a part of these Terms and Conditions. In the event of a conflict between any provision of these Terms and Conditions and the Privacy Policy, the terms of the Privacy Policy will control.

4. Information Collection. In order to create and use any Account, the Application or the Services, you, in your capacity as a Hauler, must submit sensitive financial information about your business, including, without limitation, your mailing address, billing address, billing software details and tax information, or you, in your capacity as a User, must submit personally identifiable information about yourself, which may include, without limitation, your first and last name, email address and telephone number. The Application also tracks the location of vehicles that are used to complete Jobs. Bondway may collect other information about your use of the Application, the Services or any Website to protect the security of other Bondway customers, the Application and such Website or to improve the Application, the Services and such Website. All information collected by Bondway will be governed by the Privacy Policy.

5. Protecting Your Accounts; Account Suspension or Termination.

(a) If you are a Hauler, you are responsible for the accuracy and completeness of all information provided with respect to both your Dispatcher Account(s) and each User Account created by your Users and for the security of each such Account. If you are a User with only a User Account and/or a Dispatcher Account, you are responsible for the accuracy and completeness of all information provided with respect to your Account(s) and for the security of such Account(s). You acknowledge and agree that you must update such information (and, if you are a Hauler, require your Dispatcher(s) and Individual Users to update the information in their respective Accounts) as required from time to time to maintain the accuracy of all information in each such Account. You agree not to share your Account(s) with any other individual or entity and to keep such Account(s) secure from unauthorized access. You are responsible for the confidentiality of your Account(s), including your user login and password, and may not share your user login or password with any third parties. You are required to immediately notify Bondway of any unauthorized use or suspicious activity in any Account. Bondway will not be liable for any loss or other damages that may result from your failure to protect login information, including any password, or any other failure to protect the confidentiality of any Account, including, without limitation, any unauthorized transaction using such Account, unless such unauthorized transaction results from a wrongful act or omission on the part of Bondway. Subject to the foregoing exception, you agree to accept full responsibility for use of your Account(s), whether authorized or unauthorized.

(b) In the event of any failure to comply with any provision of these Terms and Conditions on the part of you (or, if you are a Hauler, one or more of your Users), Bondway may suspend or terminate any or all your Accounts at any time, without prior notice to you. Any such suspension or termination shall not affect your legal obligations under these Terms and Conditions or any right of Bondway to exercise any other legal remedy against you.

6. Authorization to Contact You. By checking the contact authorization box when you create any Account with Bondway, you hereby expressly authorize Bondway, and its designees and agents, to contact you as described below.

(a) *Do Not Call Registry Waiver.* You hereby expressly authorize Bondway to telephone you at any number you provide (and any updated or additional numbers you may provide in the future), regardless of whether or not your telephone number appears in the "National Do Not Call Registry," established pursuant to 16 CFR§ 310.4(b)(1)(iii)(B).

(b) *Telephone Consumer Protection Act Authorization.* You hereby expressly agree that Bondway may call you and/or send text messages and/or emails to you at any telephone number or email address you provide (and any updated or additional numbers or email addresses you may provide in the future), including wireless telephone numbers (commonly known as mobile or cellphone numbers) that could result in charges to you. The manner in which these calls, text messages or emails are made to you may include, without limitation, the use of prerecorded/artificial voice messages and/or automatic telephone dialing systems. You may revoke consent at any time and by any reasonable means, including by texting "Stop" in response to any text message you receive, emailing a stop request to [Cancel@bondway.us](mailto:Cancel@bondway.us) (which does not bounce back) or mailing your request to Bondway LLC, 106 North Market St, Carmichaels PA 15320. If you email or mail a request, please clearly identify yourself and what methods, number(s) or email address(es) that Bondway should stop using to communicate with you, if less than all.

7. Your Representations and Warranties. By using the Application, you hereby represent and warrant to Bondway, on a continuing basis, that: (a) you are at least 18 years old; (b) you have the legal

capacity and authority to enter into these Terms and Conditions and to comply with them; and (c) all information that you provide to Bondway and/or the Application, including in connection with the creation of any Account and the submission of any User Feedback (as defined below), is and shall remain accurate in all respects.

8. General Rules Regarding Use. As a condition to using the Application and the Services, you hereby agree to, and, if you are a Hauler, to cause each of your Users to, comply with all applicable local, state, national, provincial and international laws, treaties and regulations. You further agree not to do (and to prohibit your Users from doing) any of the following: (a) gain or attempt to gain unauthorized access to the Application (including any restricted sections thereof), the Services, the account of any other user of the Application or any related system or network, including by impersonating any other user or other person or entity or by creating a false identity or account; (b) establish a link to the Application or any Website in such a way as to suggest to any third party any form of association, approval or endorsement on the part of Bondway; (c) falsely imply any sponsorship or other relationship with Bondway except that of customer and service provider; (d) use the Application, the Services, any Website or any Account in any unlawful manner, including, without limitation, in violation of any person's privacy rights, to abuse, harass or defame any individual or entity, to send unsolicited communications or to store or transmit any content that infringes upon any third party's intellectual property rights; (e) use the Application, the Services, any Website or any Account to post, transmit, upload, link to, send or store any content that is unlawful, abusive, obscene, racist or discriminatory; (f) use the Application, the Services, any Website or any Account to post, transmit, upload, link to, send or store any viruses, cancel bots, malware, Trojan horses, time bombs or any other similar harmful software or any tracking cookies; (g) use the Application, the Services, any Website or any Account in any manner that interferes with or disrupts the integrity or performance of the Application, the Services, any Website or any related system or network or attempt to damage or interfere with any of the foregoing by any method, including, without limitation, flood pings, denial of service attacks, packet or IP spoofing, forged routing or other information or similar methods or technology; (h) attempt to decipher, decompile, reverseengineer, disassemble, reproduce or copy or otherwise access or discover the source code or underlying program of any software used in or in connection with the Application, any Services or any Website; (i) copy, display, distribute, create derivative works from or otherwise use in any manner the Application or any of the contents thereof; (j) use or try to use any Account, the Application, any Website or any Services in violation of these Terms and Conditions; or (k) assist any third party in any of the foregoing.

9. Insurance Requirements for Haulers.

(a) If you are a Hauler, you shall maintain at all times at your expense the minimum insurance coverages listed below and any other insurance policies of the types and coverage levels that would be sufficient to fully cover any claims that may arise in connection with these Terms and Conditions, including any indemnification claims that may be asserted against you.

- (i) Workers Compensation in compliance with applicable statutory requirements;
- (ii) Commercial General Liability (CGL) with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury, personal injury and property damage, including coverage for blanket contractual liability, products and completed operations and independent contractors;
- (iii) Employers Liability (EL) with limits of not less than \$1,000,000;
- (iv) Automobile Liability (AL) covering liability arising out of any vehicle (owned, hired and non-owned) used in connection with any Job with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage; and

(v) Umbrella Liability in excess of CGL, EL and AL on an occurrence form with limits of not less than \$1,000,000 per occurrence

(b) All insurance must be provided by companies domiciled in the United States and with an AM Best's Credit Rating of A or better. Any policy that is written on a "claims made" basis shall include appropriate tail coverage. Each of the CGL, AL and umbrella liability insurance policies shall include the condition that it is primary, and that any CGL, AL and umbrella insurance maintained by Bondway is excess and non-contributory.

(c) You shall name each of Bondway, its owners, its subsidiaries and other affiliates, all Shippers and their respective officers, directors, managers, members and employees as "additional insureds" on each liability policy for which an "additional insured" endorsement is available, pursuant to an endorsement that specifies the following as additional insureds: "Bondway LLC, Compliance Services, LLC, all other subsidiaries and affiliates of Bondway LLC, all shipping company customers of Bondway LLC and the respective officers, directors, managers, members and employees of each of the foregoing."

(d) Promptly following any request by Bondway, you shall provide to Bondway evidence satisfactory in all respects to Bondway evidencing compliance with the requirements of this Section 9, which evidence, in Bondway's sole discretion, shall consist of a certificate of insurance from each insurance company and/or copies of all required insurance policies and endorsements. Each insurance policy shall provide that no less than 30 days' advance written notice will be given to Bondway prior to any cancellation, lapse, termination or material alteration of such policy or, if the foregoing provision is not permitted by the insurer, each certificate of insurance shall certify that each policy listed therein is in full force and effect and provide that no less than 30 days' advance written notice will be given to Bondway prior to any cancellation, lapse, termination or material alteration of any policy.

(e) You acknowledge and agree that the minimum coverages required by this Section 9 shall not affect, and are not intended to limit in any way, your liability under these Terms and Conditions.

(f) You hereby release, assign and waive any and all rights of recovery against Bondway, its affiliates and their respective employees, successors and permitted assigns that you otherwise may have or acquire under or in connection with any insurance policies maintained or required to be maintained by you pursuant to this Section 9, whether in connection with any losses or claims made under such policies or because of deductible clauses in or inadequacy of limits of any such policies.

(g) In the event you engage any nonemployee, including any independent contractor, to complete any Job or otherwise engage in any conduct covered by these Terms and Conditions, you shall require that such nonemployee comply with all the requirements of this Section 9.

10. Additional Requirements. As a condition to using the Application and the Services, you hereby agree to, and, if you are a Hauler, to cause each of your Users to, comply with the following requirements: (a) you shall not circumvent the payment of any Bondway Fees by contacting a Shipper outside of the Application with respect to any Job submitted by such Shipper; (b) you shall only bid on Jobs for which you are eligible and qualified and which you can complete in a timely manner; (c) with respect to each Job for which your bid has been accepted by a Shipper, you shall only assign an Individual User who is an Eligible Trucker for both such Job and such Shipper; (d) you shall comply fully with all instructions for the Application and the Services provided by Bondway, whether provided as part of the Application, as a separate user guide or similar documentation or in any other fashion; (e) you shall timely complete any Job for which your bid has been accepted; (f) except as may be instructed by Bondway Dispatch, you shall not deviate from the Bonded Roads in the route provided by the

Application for any Job; (g) you shall immediately contact Bondway Dispatch from a safe location in the event that the display in the Bondway routing software is not consistent with actual conditions you see while on a route for any Job; (h) you shall make good faith attempts to promptly resolve any dispute between you and any Shipper regarding any Job; (i) you shall promptly review, make any required corrections to and submit via the Application the field ticket for any Job you have completed; and (j) you shall pay to Bondway the Bondway Fees for any Job you complete no later than 45 days after the date of the invoice for such Job.

11. Bondway Rights in Application and Related Intellectual Property; Limited License to Use Application and Services.

(a) Except for the limited license granted to you to use the Application and the Services as described in the following paragraph, Bondway retains the exclusive right, title and interest in and to all intellectual property, including, without limitation, all patents, inventions, copyrights, trademarks, trade names, service marks, trade dress, domain names, trade secrets, know-how and any other intellectual property and/or proprietary rights, in or related to the Application, each Website, the contents thereof and the Services. All such intellectual property and intellectual property rights are protected by applicable law, including, without limitation, applicable copyright laws and treaties throughout the world. You hereby acknowledge and agree that you are not permitted to reproduce the Application, any Website or any contents of the Application, any Website or the Services in any manner, prepare derivative works from the Application, any Website or any contents of the Application, any Website or the Services or use the Application, any Website or any contents of the Application, any Website or the Services for any purpose other than as expressly permitted by these Terms and Conditions.

(b) Bondway hereby grants you a limited, revocable, nonexclusive, nonsublicensable and nonassignable license to use the Application and the Services for the purpose of conducting transactions with Bondway and Shippers and completing Jobs for which your bids have been accepted by Shippers. Any violation by you of these Terms and Conditions or use by you of the Application or the Services for a purpose beyond such limited purpose will result in the automatic termination of the foregoing license to you, without any need for any further action on the part of Bondway.

12. Trademarks, Logos and Other Intellectual Property. The Bondway trademarks, service marks, graphics, logos and slogans used in connection with the Application, each Website and/or the Services are trademarks of Bondway and may not be copied, imitated or used, in whole or in part, without the prior written permission of Bondway. You may not use any metatags or any other "hidden text" utilizing the name "Bondway" or any other name, trademark or product or service name of Bondway without the prior written permission of Bondway. The look and feel of the Application and each Website, including, without limitation, all page headers, custom graphics, button icons and scripts, constitute the service mark, trademark and/or trade dress of Bondway and may not be copied, imitated or used, in whole or in part, without the prior written permission of Bondway. Other trademarks, trade names, product names and company names and logos used in connection with the Application, the Services and/or any Website are the property of their respective owners.

13. User Feedback. In connection with your use of the Application and the Services and/or any transactions you may enter into with Bondway or any Shipper, you may be requested or permitted to provide suggestions, recommendations, reviews or other feedback on the Application, any Website and/or the Services (collectively, "User Feedback"). You represent and warrant to Bondway that any User Feedback that you submit to Bondway will be accurate, will be in compliance with all applicable laws and will not violate the intellectual property or other rights of any third parties. By providing any User Feedback to Bondway, you thereby grant to Bondway an irrevocable, perpetual, worldwide, royaltyfree,

transferable and sublicensable license to incorporate into the Application, any Website or the Services, reproduce, display, publicize and otherwise use such User Feedback for any purpose deemed reasonable by Bondway. In the event any User Feedback is in the form of a review or endorsement of Bondway, the Application and/or the Services, such license shall include the right to publish such User Feedback on any Website and/or in any promotional materials of Bondway and to use your name in connection therewith. You hereby agree that, by submitting any User Feedback, you irrevocably and fully waive any and all moral, privacy rights, rights of publicity and any other rights you may have in and to such User Feedback.

14. Payment Terms and Payment Methods.

(a) All Bondway Fees are payable in full no later than 45 days after the invoice date. Any payment not made when due shall be subject to a late payment fee (the "Late Fee") in the amount of \$250 plus interest on the unpaid amount until paid in full at the rate of 1.5% per month (provided, however, that if such rate exceeds the maximum rate permitted by applicable law, the interest rate shall be reduced to the highest rate permitted by applicable law).

(b) Bondway accepts payments made by wire transfer, ACH debit or company check.

(c) In the event any payment is received but subsequently dishonored or disallowed due to any failed, dishonored or reversed debit or dishonored check, Bondway reserves the right, at its sole option, to charge you a Late Fee on the amount so dishonored or disallowed.

15. Reservation of Rights by Bondway.

(a) Bondway reserves the right, in its sole discretion, to change, suspend, remove or disable access to, or to impose limits on the use of or access to, the Application and/or the Services, or any feature or part thereof, at any time without notice or liability to you.

(b) Bondway is not responsible for pricing or typographical errors in the Application. Bondway reserves the right, in its sole discretion, to cancel or withdraw any Job listing or cancel or reject any bid, for any reason and at any time, even if such Job listing has resulted in bids and even if such bid constitutes an Accepted Bid.

16. All Accepted Bids Are Final. Subject to Bondway's rejection and cancellation rights as described in Section 15(b), except where prohibited by applicable law, all Accepted Bids are final and may not be cancelled by you.

17. Assumption of Risk by Haulers and Users.

(a) You hereby acknowledge and agree that, by using the Application and the Services, you assume the risk of collection of any amount payable by a Shipper to you in connection with any Job you complete. You further acknowledge and agree that Bondway has not investigated the creditworthiness, other financial characteristics, business reputation or any other aspect of any Shipper that may use the Application and/or the Services, and that your decision to submit a bid on any Job or enter into any transaction with any Shipper must be based on your own research, prudence and judgment. Bondway makes no recommendation with respect to any Shipper and makes no guarantee or representation regarding any aspect of any Shipper's business or operations. Bondway shall not be responsible in any way for any dispute that may arise between you and any Shipper.

(b) When you use map data, traffic, directions and other content in the Application, you may find that actual conditions differ from the map results and other content, so you must exercise your independent judgment when using such Services and always pay attention to your surroundings and observe current road conditions and signage. By using the Application and the Services, you hereby acknowledge and agree that the results you receive from the Services may vary from actual road or terrain conditions due to factors that can affect the accuracy of map data, including, without limitation, weather, road and traffic conditions and geopolitical events. You further acknowledge and agree that you are responsible for your conduct and the consequences thereof, and that you use the Application and the Services at your own risk.

18. Disclaimer as to Content of Services. All content provided as part of the Application and the Services is made available for informational and planning purposes only and is not intended to be relied upon in situations where precise location information is needed or where erroneous, inaccurate, timedelayed or incomplete location or map data may lead to death, personal injury, property damage or environmental damage.

19. OTHER DISCLAIMERS BY BONDWAY.

BONDWAY PROVIDES THE APPLICATION AND THE SERVICES ON AN "ASIS" AND "ASAVAILABLE" BASIS. BONDWAY DOES NOT REPRESENT OR WARRANT THAT THE APPLICATION OR THE SERVICES, THE USE THEREOF OR ANY INFORMATION THEREIN (A) WILL BE UNINTERRUPTED OR SECURE; (B) WILL BE FREE OF DEFECTS, INACCURACIES OR ERRORS; (C) WILL MEET THE REQUIREMENTS OF ANY USER; OR (D) WILL OPERATE IN THE CONFIGURATION OR WITH OTHER HARDWARE OR SOFTWARE YOU USE.

BONDWAY MAKES NO WARRANTIES WITH RESPECT TO THE APPLICATION OR THE SERVICES AND, ON BEHALF OF ITSELF AND THE OTHER MEMBERS OF THE BONDWAY GROUP, HEREBY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

NEITHER BONDWAY NOR ANY OTHER MEMBER OF THE BONDWAY GROUP SHALL BE LIABLE FOR ANY DAMAGES OR LOSSES ARISING FROM ANY USE, MISUSE, RELIANCE ON, INABILITY TO USE, INTERRUPTION, SUSPENSION OR TERMINATION OF THE APPLICATION OR THE SERVICES, INCLUDING ANY INTERRUPTIONS DUE TO SYSTEM FAILURES, NETWORK ATTACKS OR SCHEDULED OR UNSCHEDULED MAINTENANCE.

BONDWAY AND THE OTHER MEMBERS OF THE BONDWAY GROUP SHALL NOT BE RESPONSIBLE FOR ANY DELAY OR FAILURE IN THE TRANSMISSION, DELIVERY OR ACCEPTANCE OF ANY BID YOU MAY PLACE OR ATTEMPT TO PLACE USING THE APPLICATION OR ANY DELAY OR FAILURE IN THE TRANSMISSION OR DELIVERY OF ANY INVOICE GENERATED USING THE APPLICATION , WHETHER DUE TO ANY TECHNICAL ISSUE OR ANY OTHER CAUSE.

BONDWAY, ON BEHALF OF ITSELF AND THE OTHER MEMBERS OF THE BONDWAY GROUP, HEREBY DISCLAIMS ALL RESPONSIBILITY FOR ALL USER FEEDBACK THAT MAY BE INCLUDED ON ANY WEBSITE OR IN ANY PROMOTIONAL MATERIALS AND FOR ALL OTHER THIRDPARTY CONTENT AND THIRDPARTY LINKS THAT MAY BE INCLUDED ON OR IN ANY WEBSITE, THE APPLICATION OR ANY PROMOTIONAL MATERIALS.

20. NO LIABILITY FOR CERTAIN DAMAGES. IN NO EVENT, AND UNDER NO LEGAL THEORY (WHETHER CONTRACT, TORT OR OTHERWISE), SHALL BONDWAY OR ANY OTHER MEMBER OF THE BONDWAY GROUP BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES



OF ANY KIND WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM LOSS OF PROFITS OR REVENUES OR LOSS OF BUSINESS, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

21. Cap on Damages. Notwithstanding anything to the contrary set forth in these Terms and Conditions, except where prohibited by applicable law, (a) the maximum liability of the members of the Bondway Group to you with respect to claims you may have against the members of the Bondway Group arising out of or relating to any single Job shall be limited to the Bondway Fees actually paid by you to Bondway for such Job; and (b) the aggregate liability of the members of the Bondway Group to you with respect to all claims you may have against the members of the Bondway Group at any time shall not exceed the lesser of (i) the aggregate Bondway Fees paid by you to Bondway as compensation for use of the Application and the Services and (ii) \$2,500.00. The foregoing limitations of liability reflect an informed, voluntary allocation between the parties of the risks (known and unknown) that may exist in connection with these Terms and Conditions, the Application and the Services.

22. Indemnification. You agree to indemnify, defend and hold Bondway, the other members of the Bondway Group and the Shippers harmless from and against any and all claims, liabilities, actions, demands, losses, damages, penalties, fines and other costs and expenses (including, without limitation, reasonable attorneys' fees, experts' fees, investigation costs, remediation costs and settlement costs) incurred by any of them (collectively, "Indemnifiable Losses") arising out of or relating to (a) use of any of your Accounts, whether authorized or unauthorized; (b) your negligent or other wrongful acts or omissions in connection with use of the Application and/or the Services and/or completion or attempted completion of any Jobs; (c) breach of any representation and warranty made by you to Bondway; (d) any violation of these Terms and Conditions by you; (e) any personal injury, including death, or property damage directly or indirectly resulting from your acts or omissions; (f) any dispute between you and any Shipper; (g) your violation of any applicable law or any intellectual property or other rights of any third party; (h) any inaccuracy of any information provided by or on behalf of you to Bondway or any Shipper; and/or (i) any User Feedback you submit or other content and information you provide to the Application and/or Bondway. You hereby acknowledge and agree that, if you are a Hauler, you are legally liable for the conduct of your owners, partners, managers, members, directors, officers, employees, independent contractors, agents and other representatives, including, without limitation, your Dispatcher(s) and all your Individual Users, and that your indemnification obligations under this Section 22 shall extend to all such conduct. Without limiting the generality of the foregoing, if you are a Hauler, your indemnification obligations under this Section 22 include any Indemnifiable Losses that arise out of or relate to (i) failure to timely complete any Job for which your bid has been accepted; (ii) assignment to a Job of any Individual User who is not an Eligible Trucker; (iii) any personal injury, including death, or property damage directly or indirectly resulting from the acts or omissions of your Users; (iv) any unauthorized deviation by any of your Individual Users from the Bonded Roads in the route established by the Application for any Job; or (v) failure by any of your Individual Users to immediately contact Bondway Dispatch in the event that the display in the routing software is not consistent with actual conditions such Individual User sees while on a route for any Job.

23. No Waiver. No delay or failure on the part of Bondway or any other member of the Bondway Group in exercising any legal right or remedy it may have against you shall be deemed to constitute a waiver of such right or remedy. In addition, no partial exercise by Bondway of any legal right or remedy it may have against you shall preclude the further exercise by Bondway of such right or remedy or Bondway's exercise of any other right or remedy it may have against you.

24. No Assignment. You may not assign or delegate these Terms and Conditions or any of your rights or obligations hereunder. Bondway has the unlimited right to assign or delegate these Terms and

Conditions and any or all of its obligations and rights hereunder. These Terms and Conditions shall be binding upon and inure to the benefit of you and Bondway and your and its respective successors, permitted assigns and legal representatives.

25. Force Majeure. You expressly acknowledge and agree that Bondway will not be liable to you under any legal theory for any failure to perform or delay in performing any obligation to you, whether under these Terms and Conditions or otherwise, which failure is caused directly or indirectly by a force majeure event, including, without limitation, any act of God, fire; war, insurrection, riot, epidemic or pandemic, governmental action or refusal to act, communications failure or power failure, any exchange or market ruling or any other cause beyond the reasonable control of Bondway.

26. Governing Law. Any controversy or claim arising out of or relating in any way to (a) these Terms and Conditions; (b) the enforcement or interpretation hereof; (c) any alleged breach, default or misrepresentation in connection with any of the provisions hereof; or (d) the Application, the Services, the Website and/or any transaction, communication or interaction between you and Bondway shall be governed by Pennsylvania law, without regard to its conflicts of law provisions. Notwithstanding the foregoing, the provisions of Section 27, including the requirement to arbitrate claims on an individual basis, shall be governed by and interpreted in accordance with the Federal Arbitration Act.

27. Resolution of Disputes; Waiver of Right to Jury Trial; Agreement to Arbitrate. These Terms and Conditions contain a binding, individual arbitration agreement and class action waiver. This means that any claim must be arbitrated on an individual basis pursuant to the terms set forth below; that claims of different persons cannot be combined or aggregated, and that you are waiving your right to file a lawsuit in court and to have a jury decide the dispute. **Please read all the provision of this Section 27 carefully and consult a legal advisor if you have any questions.**

(a) Any controversy or claim arising out of or relating to the Application, the Services, any Website or these Terms and Conditions, their enforcement or interpretation, or because of an alleged breach, default or misrepresentation in connection with the Application, the Services, any Website or any provision of these Terms and Conditions, or arising out of or relating in any way to any transaction, communication or interaction between you and Bondway or any other member of the Bondway Group (each, a "Dispute"), shall be submitted to final and binding individual arbitration in accordance with the following provisions in order to establish and gain the benefits of a speedy, impartial and costeffective dispute resolution procedure.

(b) Except as otherwise prohibited by applicable law and as provided in Section 27(i), any Dispute shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules (the "AAA Rules), before a single neutral arbitrator (the "Arbitrator"), in Allegheny County, Pennsylvania. Notwithstanding the immediately preceding sentence, if required by the AAA Rules, or if the Arbitrator concludes that it would be a financial or other hardship for you to participate in an arbitration in Allegheny County, Pennsylvania, the Arbitrator shall have the authority to hold the hearing, or any part thereof, in the county where you live or to permit you to attend via telephone, videoconference, Skype, Facetime or similar virtual participation.

(c) To the fullest extent permitted by applicable law, and notwithstanding anything else in these Terms and Conditions, you agree that any Dispute shall be decided by the Arbitrator on an individual basis and not on a class, collective or representative basis. You further acknowledge and agree that the Arbitrator shall not have the authority or jurisdiction to hear the arbitration as a class, collective or representative action or to join or consolidate causes of action of different parties into one proceeding.

(d) The Arbitrator may award any form of remedy or relief (including injunctive relief and specific performance) that otherwise would be available in court. Any award pursuant to the arbitration shall be accompanied by a written opinion of the Arbitrator setting forth the reason(s) for the award. The award rendered by the Arbitrator shall be conclusive and binding upon you and Bondway (and/or the other member(s) of the Bondway Group), and judgment upon the award may be entered, and enforcement may be sought in, any court of competent jurisdiction.

(e) Subject to the AAA Rules, the arbitration fees, together with other expenses of the arbitration incurred or approved by the Arbitrator, shall be divided equally between you and Bondway.

(f) YOU UNDERSTAND THAT, ABSENT THESE TERMS AND CONDITIONS, EACH OF YOU AND THE MEMBERS OF THE BONDWAY GROUP WOULD HAVE THE RIGHT TO SUE THE OTHER IN COURT AND TO HAVE ANY DISPUTE DECIDED PURSUANT TO A JURY TRIAL, BUT, BY THESE TERMS AND CONDITIONS, YOU ARE GIVING UP THAT RIGHT AND AGREEING TO RESOLVE BY ARBITRATION ANY AND ALL DISPUTES.

(g) You and Bondway agree to treat as strictly confidential all information concerning any arbitration proceeding, including the pleadings, the hearing and any arbitration award, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, except as may be necessary in connection with a court application for a preliminary remedy, confirmation and enforcement proceedings or a judicial challenge to an award or its enforcement, or unless otherwise required by applicable law or judicial decision. You and Bondway agree that breach of this confidentiality provision would irreparably harm the nonbreaching party, and further agree that any such breach shall entitle the nonbreaching party to seek injunctive relief and/or compensatory damages for the breach (without the necessity of posting a bond or other security).

(h) You may elect to opt out and exclude yourself from the final, binding arbitration procedure and class action waiver specified in these Terms and Conditions by sending to Bondway LLC, 106 North Market St, Carmichaels PA 15320, for postmarking within 15 days of your creation of your initial Account, a letter stating (i) your name, (ii) your mailing address, and (iii) your request to be excluded from the final, binding arbitration procedure and class action waiver. You are not required to send the letter by registered or certified mail, return receipt requested, but it is recommended that you do so. Your request to be excluded will only be effective and enforceable if you can prove that the request was postmarked within the 15day deadline. In the event of an effective exclusion request by you, Bondway reserves the right, exercisable in its sole and absolute discretion, to rescind any pending transaction with you and/or to terminate or suspend your Account(s). In the event of an effective exclusion request by you, all other provisions of these Terms and Conditions shall continue to apply.

(i) Notwithstanding the other provisions of this Section 27, you agree that Bondway and the other members of the Bondway Group will have the right to seek injunctive or other equitable relief in any state or federal court located in Allegheny County, Pennsylvania, to enforce these Terms and Conditions or prevent an infringement of a third party's rights, without being required to post a bond or other security or prove actual damages. In the event Bondway or any other member of the Bondway Group seeks such equitable relief in any such court, you hereby irrevocably submit to the personal jurisdiction of such court and waive all objections to such jurisdiction.

28. Prevailing Party. In the event of any Dispute, and whether such Dispute is resolved via arbitration, litigation or otherwise, the prevailing party (as that term is commonly defined by the prevailing common and/or statutory law in the applicable jurisdiction) shall be entitled to recover its costs of suit, which costs shall include, without limitation, all reasonable attorneys' fees and expenses incurred by the prevailing party related to the Dispute. In the event a party to any Dispute fails to

proceed with arbitration, unsuccessfully challenges the Arbitrator's award or fails to comply with an arbitration award, the other party shall be entitled to recover its costs of enforcement, including, without limitation, reasonable attorneys' fees and expenses incurred in having to compel arbitration or to defend or enforce the arbitration award.

29. Time Limit to File Claims. You expressly agree that, except where applicable law prescribes a shorter applicable statute of limitation, or prohibits shortening the otherwise applicable longer statute of limitations, you must file any claim or legal action of any kind arising in connection with or relating in any way to (a) the Application, any Website and/or the Services or any transaction with Bondway; (b) any act (or failure to act) on the part of any member of the Bondway Group or you; and/or (c) these Terms and Conditions within one year after the transaction or other event, circumstances or other facts giving rise to the claim or legal action. Notwithstanding the foregoing, if the law of the applicable jurisdiction has a "discovery rule," whereby accrual of the claim is deferred, which is applicable to one or more claims, then the one year (or shorter, if applicable) limitation period specified herein shall begin running from the date of accrual of such claim or claims as determined by the law of the applicable jurisdiction. If this Section 29 is determined to be unenforceable as to any particular claim or claims under the law of the applicable jurisdiction, it shall remain fully enforceable as to all other claims.

30. Severability.

(a) With the exception of the class action waiver in Section 27(c), which is essential to the agreement to arbitrate, if any provision of these Terms and Conditions is determined by any court of competent jurisdiction or arbitrator to be invalid, illegal or unenforceable to any extent, that provision shall, if possible, be construed as though more narrowly drawn, if a narrower construction would avoid such invalidity, illegality or unenforceability, or, if that is not possible, such provision shall, to the extent of such invalidity, illegality or unenforceability, be severed from these Terms and Conditions, and the remaining provisions of these Terms and Conditions shall remain in effect.

(b) If the class action waiver in Section 27(c) is determined by any court of competent jurisdiction or arbitrator to be invalid, illegal or unenforceable to any extent, then the entirety of the dispute resolution procedures specified in Section 27 of these Terms and Conditions shall be void and of no force and effect.

31. Survival. The provisions of these Terms and Conditions shall survive any termination of your Account(s) and the termination of any transaction between you and Bondway, regardless of the reason for such termination.

32. Notices. Except as otherwise expressly provided in these Terms and Conditions, including, without limitation, Section 6 (Authorization to Contact You), (a) all notices required or permitted under or in connection with these Terms and Conditions must be in writing; (b) you shall send all notices to Bondway by U.S. first class mail, postage prepaid, addressed to Bondway LLC, 106 North Market St, Carmichaels PA 15320; and (c) Bondway shall send all notices to you by U.S. first class mail, postage prepaid, addressed to you at the then current mailing address in your Account.

33. Nature of Relationship with Bondway. The relationship between Bondway and you is solely that of service provider and customer. No other relationship, including, without limitation, that of agent and principal, employer and employee, franchisor and franchisee, joint venturers or partners, exists between Bondway and you.

34. Further Assurances. You agree to execute and deliver such other documents and take such other actions as Bondway may reasonably request in connection with any transaction between Bondway and you or as may be required for you to fully perform your obligations under these Terms and Conditions or for Bondway or any other member of the Bondway Group to fully exercise its rights under these Terms and Conditions.

35. ThirdParty Beneficiaries. The members of the Bondway Group are intended thirdparty beneficiaries of the disclaimer, indemnification, limitation of liability, dispute resolution and claim time limit provisions of these Terms and Conditions. The Shippers are intended thirdparty beneficiaries of the indemnification provisions of these Terms and Conditions.

36. Reservation of Rights. Any rights not expressly granted by the foregoing provisions of these Terms and Conditions are reserved to Bondway.

37. Entire Agreement. These Terms and Condition, together with all of your Accepted Bids, constitute the entire agreement between you and Bondway with respect to your use of the Application and the Services and any transaction between you and Bondway and supersede any prior or contemporaneous agreement between you and Bondway with respect to such subject matter.

Last Modified February 16, 2021