

## Mobile Application End User License Agreement

Last Updated: July 17, 2020

This Mobile Application End User License Agreement ("**Agreement**") is a binding agreement between you ("**End User**" or "**you**") and Truckerbux, LLC ("**Company**" or "us"). This Agreement governs your use of the TruckerBux mobile application (including all related documentation, the "**Application**"). The Application is licensed, not sold, to you.

BY CLICKING THE "AGREE" BUTTON OR INSTALLING OR USING THE APPLICATION, THE INDIVIDUAL ACCEPTING THESE TERMS (A) ACKNOWLEDGES THAT THEY HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENTS THAT THE INDIVIDUAL WHO IS ACCEPTING THESE TERMS IS 18 YEARS OF AGE OR OLDER AND, IF ACCEPTING THE TERMS ON BEHALF OF AN ENTITY, IS AUTHORIZED TO ENTER INTO THIS AGREEMENT ON BEHALF OF THE ENTITY; AND (C) ACCEPTS THIS AGREEMENT AND AGREES THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT DOWNLOAD, INSTALL, OR USE THE APPLICATION AND DELETE IT FROM YOUR MOBILE DEVICE.

**YOU FURTHER ACKNOWLEDGE AND AGREE THAT THE APPLICATION WILL NOT BE USED FOR CONSUMER TRANSACTIONS (personal, family or household purposes) AND WILL ONLY BE USED FOR BUSINESS PURPOSES.**

1. Intellectual Property/License Grant.

(a) As between you and Company, Company and its affiliates, partners, contractors, agents, vendors and licensors exclusively own all rights, title, and interest in the patents, copyrights (including rights in derivative works), moral rights, rights of publicity, trademarks or service marks, logos and designs, trade secrets, and other intellectual property embodied by, or contained in the Application, services and documentation related thereto (collectively, "Company IP") or any copies thereof. Company IP is protected by copyright, trade secret, patent, and other intellectual property Laws, and all rights in Company IP not expressly granted to you in this Agreement are reserved.

You may choose to, or we may invite you to, submit comments or ideas about improvements to the Application, service, our platform, or any other component of our products or services ("Ideas"). If you submit an Idea to us, we will presume that your submission was voluntary, unsolicited by us, and delivered to us without any restrictions on our use of the Idea. You also agree that Company has no fiduciary or any other obligation to you in connection with any Idea you submit to us, and that we are free to use your Ideas without any attribution or compensation to you.

(b) Subject to the terms of this Agreement, Company grants you a limited, non-exclusive, and nontransferable license to:

- i) download, install, and use the Application for your own internal business purposes on one or more mobile devices or tablets owned or otherwise

controlled by you ("**Mobile Device**") strictly in accordance with the Application's documentation; and

ii) access and use on such Mobile Device the Content and Services (as defined herein) made available in or otherwise accessible through the Application, strictly in accordance with this Agreement.

2. License Restrictions. Licensee 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;
- (c) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Application or any part thereof;
- (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 device at any time;
- (f) use the Application while simultaneously operating any motor vehicle or equipment; or
- (g) remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Application.

3. Reservation of Rights. You acknowledge and agree that the Application is provided under license, and not sold, to you. You do not acquire any ownership interest in the Application under this Agreement, or any other rights thereto other than to use the Application in accordance with the license granted, and subject to all terms, conditions, and restrictions, under this Agreement. Company and its licensors and service providers reserve and shall retain their entire right, title, and interest in and to the Application, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to you in this Agreement.

4. Collection and Use of Your Information. You acknowledge that when you download, install, or use the Application, Company may use automatic means (including, for example, cookies and web beacons) to collect information about your Mobile Device and about your use of the Application. You also may be required to provide certain information about yourself as a condition to downloading, installing, or using the Application or certain of its features or functionality, and 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. 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.

5. Content and Services. The Application may provide you with access to products and services accessible thereon, and certain features, functionality and content accessible on or through the Application may be hosted externally by the Company or by a third party (collectively, “**Content and Services**”). Your access to and use of such Content and Services are governed by this Agreement and the Privacy Policy, which is incorporated herein by this reference. Your access to and use of such Content and Services may require you to acknowledge your acceptance of such Privacy Policy and/or to register with the Company’s website and your failure to do so may restrict you from accessing or using certain of the Application’s features and functionality.

6. Downloading and Using the Application from Apple App Store and Google Play Store:

The following terms and conditions apply to you if you are using the Application from the Apple App Store or Google Play Store. To the extent the other terms and conditions of the rest of this Agreement conflict with the terms and conditions of this paragraph, the terms and conditions in this paragraph apply, but solely with respect to your use of the Application from the Apple App Store or Google Play Store:

- You acknowledge and agree that this Agreement is solely between you and Company, not Apple or Google, and that Apple and Google have no responsibility for the Application or content thereof. You acknowledge that Apple and Google have no obligation whatsoever to furnish any maintenance and support services with respect to the Application.
- In the event of any failure of the Application to conform to any applicable warranty, you may notify Apple or Google, as applicable, and they will refund the purchase price you paid to install the Application, if any, to you.
- Your use of the Application must comply with the applicable Apple App Store or Google Play Store Terms of Use.
- To the maximum extent permitted by applicable law, Apple or Google will have no other warranty obligation whatsoever with respect to the Application, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by this Agreement.
- You and Company acknowledge that Apple and Google are not responsible for addressing any claims of yours or any third party relating to the Application or your possession and/or use of the Application, including, but not limited to: (a) product liability claims, (b) any claim that the Application fails to conform to any applicable legal or regulatory requirement, and (c) any warranty or other product or service related claims.
- You and Company acknowledge that, in the event of any third party claim that the Application or your possession and use of the Application infringes that third party’s intellectual property rights, Company, not Apple or Google, will be solely responsible for

the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by this Agreement.

- You must comply with applicable third party terms of agreement when using the Application.
- You and Company acknowledge and agree that Apple and Google, and their subsidiaries, as applicable, are third party beneficiaries of this Agreement as its relates to your license and use of the Application, and that, upon your acceptance of this Agreement, Apple or Google (as applicable) will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third party beneficiary thereof.

7. Geographic Restrictions. The Content and Services are provided for access and use only by persons located in the United States. You acknowledge that you may not be able to access all or some of the Content and Services outside of the United States and that access thereto may not be legal by certain persons or in certain countries. If you access the Content and Services from outside the United States, you are responsible for compliance with local laws.

8. Updates. Company may from time to time in its sole discretion develop and provide Application updates, which 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. 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 Mobile Device settings, when your Mobile 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 shall promptly download and install all Updates and acknowledge and agree that the Application or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the Application and be subject to all terms and conditions of this Agreement.

9. 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, including through third-party advertising ("**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 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 thereto 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.

10. Payment Processing.

Company will utilize third party payment processors (i.e., Stripe and its payment processing affiliates and partners) to facilitate payments through the Application (“Payment Processing Services”). Company is an application developer/provider, not a payment processor.

**YOU AGREE TO RELEASE, INDEMNIFY AND HOLD COMPANY HARMLESS FROM ANY HARM, INJURY, LOSS OR DAMAGE RESULTING FROM A TRANSACTION FAILURE AND ANY ERRORS, MISCONDUCT AND/OR NEGLIGENCE BY ANY THIRD PARTY PAYMENT PROCESSORS. YOU FURTHER AGREE TO RELEASE, INDEMNIFY AND HOLD COMPANY HARMLESS FROM ANY HARM, INJURY, LOSS OR DAMAGE RESULTING FROM ANY SECURITY INCIDENT, COMPROMISE OR BREACH AT OR RESULTING FROM THE ACTIONS OR INACTION OF ANY THIRD PARTY PAYMENT PROCESSOR.**

(a) The following terms used in this Agreement relate to your use of Payment Processing Services:

(i) “Charge” means a credit or debit instruction to capture funds from an account that you maintain with a bank or other financial institution in connection with a Transaction.

(ii) “Dispute” means an instruction initiated by you for the return of funds for an existing Charge (including a chargeback or dispute on a payment card network; and disputes on the Automated Clearinghouse (ACH) network).

(iii) “Fine” means any fines, levies, or other charges imposed by us, a Payment Method Provider or a Payment Method Acquirer, caused by your violation of Laws or this Agreement, or as permitted by the applicable Payment Method Rules.

(iv) “Payment Method Rules” means the guidelines, bylaws, rules, and regulations imposed by the Payment Method Providers and Payment Method Acquirers that operate Payment Methods supported by third party payment processors (including the payment card network operating rules (“Network Rules”) for the Visa, Mastercard, Discover and American Express networks; and the NACHA operating rules that apply to the ACH network).

(v) “Payment Method” means a type of payment method that the Application accepts as part of the Payment Processing Services, such as debit card and ACH.

(vi) “Payment Method Acquirer” means a financial institution that is authorized by a Payment Method Provider to enable the use of a Payment Method by accepting charges initiated by you and routing these Charges to the Payment Method Provider.

(vii) “Payment Method Provider” means the provider of a Payment Method, such as Visa, Mastercard, Discover, and American Express.

(viii) “Refund” means an instruction initiated by you to return for an existing Charge.

(ix) “Reversal” means an instruction initiated by a Payment Method Provider, a Payment Method Acquirer to return funds for an existing Charge. Reversals may result from (i) invalidation of a charge by a Payment Method Provider or a Payment Method Acquirer; (ii) funds settled to you in error or without authorization; and (iii) submission of a Charge in violation of the applicable Payment Method Rules, or where submission of the Charge or your use of Payment Processing Services violates this Agreement.

(b) Charges and payments.

(i) When you utilize the Application to make a payment, you are authorizing an electronic funds transfer on your behalf (a “Transaction”). To enable the Transaction to be processed, you authorize and direct us, our affiliates, our third party payment processors, the Payment Method Providers and Payment Method Acquirers to receive and settle any payment processing proceeds owed to you or by you through the Payment Processing Services. You appoint Company and its third party payment processors as your agents for the limited purpose of directing, receiving, holding and settling such proceeds.

(ii) Your initiation of a transaction utilizing the Application evidences your consent to submit Charges through the Payment Processing Services on your behalf. We will provide confirmation or receipts to you for each Charge either through email, text messaging or through the Application.

(iii) Company may limit or refuse to process Charges for any Restricted Businesses, or for Charges submitted in violation of this Agreement.

**(iv) You are immediately responsible to us for all Disputes, Refunds, Reversals, Returns, or Fines related to any Charge initiated by you regardless of the reason or timing. The Application and the Company facilitate convenient invoicing and payment for products and services. There is no guarantee or representation from Company that the products and/or services are or will be complete, satisfactory or as represented. Any and all issues related to product or service performance must be addressed with the service or product provider. You agree to indemnify and hold harmless Company from any and all claims and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, arising from or relating to the Charges you submit or make available through this Application or the products and services represented by such Charges.**

(v) You are liable for all losses you incur when lost or stolen payment credentials or accounts are used to purchase products or services. Company does

not and will not insure you against losses caused by fraud under any circumstances.

(vi) You may only utilize the Application for bona fide legal commercial transactions for goods or services that are free of liens, claims, and encumbrances.

11. Term and Termination.

(a) The term of Agreement will continue in effect until terminated by you or Company.

(b) You may terminate this Agreement by deleting the Application and all copies thereof from your Mobile Device.

(c) Company may terminate this Agreement at any time without notice, which Company may do in its sole discretion. 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) If you licensed the Application only for a limited period of time, then this Agreement will automatically terminate without any notice to you at the end of that period of time, if not renewed.

(e) Upon termination:

(i) all rights granted to you under this Agreement will also terminate; and

(ii) you must cease all use of the Application and delete all copies of the Application from your Mobile Device and account.

(f) Termination will not limit any of Company's rights or remedies at law or in equity.

12. Disclaimer of Warranties. THE APPLICATION IS PROVIDED TO LICENSEE "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 OR UNDERTAKING, 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, OR BE ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

13. Limitation of Liability. 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 OR THE CONTENT AND SERVICES FOR:

(a) PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES.

(b) DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED THE AMOUNT ACTUALLY PAID BY YOU FOR THE APPLICATION.

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. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

14. 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 attorneys' fees, arising from or relating to your use or misuse of the Application or your breach of this Agreement, including but not limited to the content you submit or make available through this Application.

15. Export Regulation. The Application may be subject to US export control laws, including the Export Control Reform Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the Application to, or make the Application accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. You shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Application available outside the US.

16. US Government Rights. The Application is commercial computer software, as such term is defined in 48 C.F.R. §2.101. Accordingly, if you are an agency of the US Government or any contractor therefor, you receive only those rights with respect to the Application as are granted to all other end users under license, in accordance with (a) 48 C.F.R.



§227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other US Government licensees and their contractors.

17. 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; provided, however, that if any fundamental term or provision of this Agreement is invalid, illegal, or unenforceable, the remainder of this Agreement shall be unenforceable.

18. Governing Law. This Agreement is governed by and construed in accordance with the internal laws of the State of Alabama without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or related to this Agreement or the Application shall be instituted exclusively in the federal courts of the United States or the courts of the State of Alabama in each case located in Birmingham. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

19. 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 YEAR AFTER THE CAUSE OF ACTION ACCRUES OTHERWISE SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

20. 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.

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

22. Additional Legal Terms

A. Right to Amend

We have the right to change or add to the terms of this Agreement at any time, solely with prospective effect, and to change, delete, discontinue, or impose conditions on use of the Application by posting such changes on our website or through the Application. We will provide you with Notice of any changes through the Application, via email, or through other reasonable means. The changes will be effective 10 days after we provide notice to you, and your use of the Application after such notification constitutes your acceptance of the terms of the modified Agreement.

B. Assignment

You may not assign this Agreement, any rights or licenses granted in this Agreement to others without our prior written consent. If you wish to make such an assignment, please contact us. If we consent to the assignment, the assignee must agree to assume all of your rights and obligations owed by you related to the assignment, and must agree to comply with the terms of this Agreement. Company may assign this Agreement without your consent or any other restriction. If we make an assignment, we will provide reasonable Notice to you.

#### C. No Agency; Third-Party Services

Except as expressly stated in this Agreement, nothing in this Agreement serves to establish a partnership, joint venture, or other agency relationship between you and us, our third party payment processor, or with any Payment Method Provider. Each party to this Agreement, third party payment processor and each Payment Method Provider, is an independent contractor. Unless a Payment Method Provider or third party payment processor expressly agrees, neither you nor we have the ability to bind a third party payment processor or Payment Method Provider to any contract or obligation, and neither party will represent that you or we have such an ability.

#### D. Force Majeure

Company will not be liable for any delays in processing or other nonperformance caused by telecommunications, utility, failures, or equipment failures; labor strife, riots, war, or terrorist attacks; pandemic; national emergency; nonperformance of our vendors or suppliers, fires or acts of nature; or any other event over which we have no reasonable control.

#### E. Your Liability For Third-Party Claims Against Us

Without limiting, and in addition to, any other obligation that you may owe under this Agreement, you are at all times responsible for the acts and omissions of your employees, contractors and agents, to the extent such persons are acting within the scope of their relationship with you.

You agree to defend Company, our affiliates, and their respective employees, agents, and service providers, including third party payment processors, (“Company Entity”) against any claim, suit, demand, loss, liability, damage, action, or proceeding (each, a “Claim”) brought by a third party against a Company Entity, and you agree to fully reimburse the Company Entities for any Claims that results from: (i) your breach of any provision of this Agreement; (ii) any Fees, Fines, Disputes, Refunds, Reversals, Returns, or any other liability we incur that results from your use of the Application; (iii) your negligent or willful misconduct, or the negligent or willful misconduct of your employees, contractors, or agents; or (iv) contractual or other relationships between you and your service or product providers.

#### F. Representations and Warranties

By accepting the terms of this Agreement, you represent and warrant that: (a) any information you provide us about your business, products, or services is accurate and

complete; (b) any Charges represent a Transaction for permitted products, services, or donations, and any related information accurately describes the Transaction; (c) you will comply with all Laws applicable to your business and use of the Application; (d) your employees, contractors and agents will at all times act consistently with the terms of this Agreement; (e) you will not use the Application for personal, family or household purposes, for peer-to-peer money transmission, or (except in the normal course of business) intercompany Transactions; and (f) you will not use the Application, directly or indirectly, for any fraudulent or illegal undertaking, or in any manner that interferes with the normal operation of the Application.

THE COMPANY ENTITIES DISCLAIM ANY KNOWLEDGE OF, AND DO NOT GUARANTEE: (a) THE ACCURACY, RELIABILITY, OR CORRECTNESS OF ANY DATA PROVIDED THROUGH THE APPLICATION; (b) THAT THE APPLICATION WILL MEET YOUR SPECIFIC BUSINESS NEEDS OR REQUIREMENTS; (c) THAT THE APPLICATION WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, OR WILL FUNCTION IN AN UNINTERRUPTED MANNER OR BE SECURE; (d) THAT THE APPLICATION IS FREE OF VIRUSES OR OTHER HARMFUL CODE. USE OF DATA YOU ACCESS OR DOWNLOAD THROUGH THE APPLICATION IS DONE AT YOUR OWN RISK – YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY, LOSS OF DATA, OR ANY OTHER LOSS THAT RESULTS FROM SUCH ACCESS OR DOWNLOAD. YOU UNDERSTAND THAT THE COMPANY ENTITIES MAKE NO GUARANTEES TO YOU REGARDING TRANSACTION PROCESSING TIMES OR PAYOUT SCHEDULES.

#### G. Restricted Activities

You are confirming that you will not use the Application to accept or initiate payments in connection with the following businesses, business activities, or business practices, unless you have received prior written approval from Company.

##### i) Financial and professional services

- Investment and credit services - Securities brokers; mortgage consulting or debt reduction services; credit counseling or repair; investment services; real estate opportunities; lending instruments.
- Money and legal services - Financial institutions, money transmitters and money services businesses, check cashing, wire transfers, money orders; currency exchanges or dealers; bill-pay services; crowdfunding; insurance; bail bonds; collections agencies; law firms collecting funds for any purpose other than to pay fees owed to the firm for services provided by the firm.
- Virtual currency or stored value - Virtual currency that can be monetized, resold, or converted to physical or digital products and services or otherwise exit the virtual world (e.g., Bitcoin); cryptocurrency mining equipment; initial coin offerings; digital

wallets, sale of stored value or credits maintained, accepted and i)  
IP issued by anyone other than the seller

ii) IP Infringement, regulated or illegal products and services

- Intellectual property or proprietary rights - Sales, distribution, or access to counterfeit music, movies, software, or other licensed materials without the appropriate authorization from the rights holder; any product or service that directly infringes or facilitates infringement upon the trademark, patent, copyright, trade secrets, or proprietary or privacy rights of any third party; use of the Company's intellectual property without prior written consent from Company; use of the Company name or logo including; any action that implies an untrue endorsement by or affiliation with Company.
- Counterfeit or unauthorized goods - Counterfeit goods; unauthorized sale or resale of brand name or designer products or services; sale of goods or services that are illegally imported or exported.
- Gambling - Lotteries; bidding fee auctions; sports forecasting or odds making for a monetary or material prize; fantasy sports leagues with cash prizes; internet gaming; contests; sweepstakes; games of chance including legal or illegal forms of gambling, internet gambling, sweepstakes and contests with a buy-in or cash prize; charity sweepstakes and raffles for the explicit purpose of fundraising.
- Regulated or illegal products or services - Cannabis dispensaries and related businesses; sale of tobacco, e-cigarettes, and e-liquid; online pharmacies; prescription-only products including card-not-present pharmaceuticals; peptides and research chemicals; fake references or ID-providing services; age restricted goods or services; weapons and munitions; gunpowder and other explosives; fireworks and related goods; toxic, flammable, and radioactive materials; products and services with varying legal status on a state-by-state basis; goods or services, the sale of which is illegal under applicable law in the jurisdictions to which your business is targeted or directed.
- Adult content and services - Pornography and other obscene materials (including literature, imagery and other media) depicting nudity or explicitly sexual acts; sites offering any sexually-related services such as prostitution, escorts, pay-per view, adult live chat features; sexually oriented items (e.g., adult toys); adult video

stores and sexually oriented massage parlors; gentleman's clubs, topless bars, and strip clubs; sexually oriented dating services.

iii) Unfair, Predatory or deceptive practices.

- Get rich quick schemes - Investment opportunities or other services that promise high rewards.
- Mug shot publication or pay-to-remove sites - Platforms that facilitate the publication and removal of content (such as mug shots), where the primary purpose of posting such content is to cause or raise concerns of reputational harm.
- No value added services - Sale or resale of a service without added benefit to the buyer; resale of government offerings without authorization or added value; sites that we determine in our sole discretion to be unfair, deceptive, or predatory towards consumers

iv) Other prohibited businesses

- Aggregations - Engaging in any form of licensed or unlicensed aggregation of funds owed to third parties, factoring, or other activities intended to obfuscate the origin of funds; payment facilitation
- Drug paraphernalia - Any equipment designed for making or using drugs, such as bong, vaporizers, and hookahs.
- High risk businesses - Bankruptcy lawyers; remote technical support; psychic services; essay mills; chain letters; door-to-door sales; medical benefit packages; telemedicine and telehealth services; travel reservation services and clubs; airlines; cruises; timeshares; circumvention, jamming and interference devices; prepaid phone cards, phone services; telemarketing, offering substantial rebates or special incentives as an inducement to purchase products or services; telecommunications manipulation equipment; forwarding brokers; negative response marketing; subscriptions over one year; extended warranties; government grants; embassy, foreign consulate, or other foreign governments; charities without proper registration; credit card and identity theft protection; the use of credit to pay for lending services; any businesses that we believe poses elevated financial risk, legal liability, or violates card network or bank policies; any business or organization that a. engages in, encourages, promotes or celebrates unlawful violence or physical harm to persons or property, or b. engages in, encourages, promotes or celebrates unlawful violence

toward any group based on race, religion, disability, gender, sexual orientation, national origin, or any other immutable characteristic.

- Multi-level marketing - Pyramid schemes and multi-level marketing.
- Pseudo pharmaceuticals - Nutraceuticals, pseudo-pharmaceuticals and other products that make health claims that have not been approved or verified by the applicable local and/or national regulatory body.
- Social media activity – sale of Twitter followers, Facebook likes, YouTube views or other forms of social media activity and online traffic.
- Substances designed to mimic illegal drugs - Sale of a legal substance that provides the same effect as an illegal drug (e.g., salvia, kratom).
- Video game or virtual world credits - Sale of in-game currency or game items.

H. Other Restricted Activities: You may not use the Application to facilitate illegal Transactions or to permit others to use the Application for personal, family or household purposes. In addition, you may not allow, and may not allow others to: (i) access or attempt to access non-public Company systems, programs, data, or services; (ii) copy, reproduce, republish, upload, post, transmit, resell, or distribute in any way, any data, content, or any part of the Application, Documentation, or our website except as expressly permitted by applicable Laws; (iii) act as service bureau or pass-through agent for the Application with no added value to Customers; (iv) transfer any rights granted to you under this Agreement; (v) work around any of the technical limitations of the Application or enable functionality that is disabled or prohibited; (vi) reverse engineer or attempt to reverse engineer the Application except as expressly permitted by Laws; (vii) perform or attempt to perform any actions that would interfere with the normal operation of the Application or affect use of the Application by our other users; or (ix) impose an unreasonable or disproportionately large load on the Service.

I. Suspicion of Unauthorized or Illegal Use

- i. We may refuse, condition, or suspend any Transactions that we believe: (i) may violate this Agreement or other agreements you may have with Company; (ii) are unauthorized, fraudulent or illegal; or (iii) expose you, Company, or others to risks unacceptable to Company in our sole discretion. If we suspect or know that you are using or have used the Application for unauthorized, fraudulent, or illegal purposes, we may share any information related to such activity with the appropriate

financial institution, regulatory authority, or law enforcement agency consistent with our legal obligations. This information may include information about you and Transactions made through your use of the Application.

J. Disclosures and Notices; Electronic Signature Consent

- i. Consent to Electronic Disclosures and Notices: By downloading and using the Application, you agree that such use constitutes your electronic signature, and you consent to electronic provision of all disclosures and notices from Company (“Notices”), including those required by Law. You also agree that your electronic consent will have the same legal effect as a physical signature.
- ii. Methods of Delivery: You agree that Company can provide Notices regarding the Application to you through our website or through the Application, or by mailing Notices to the email or physical addresses provided to us. Notices may include notifications about changes to the Application or other information we are required to provide to you. You also agree that electronic delivery of a Notice has the same legal effect as if we provided you with a physical copy. We will consider a Notice to have been received by you within 24 hours of the time a Notice is either posted to our website, texted or emailed to you.
- iii. Email Verification: You authorize us to provide Notices to you via email to allow us to verify your or your Representative’s control over the Application, and to provide you with other critical information.
- iv. Requirements for Delivery: You will need a computer or mobile device, Internet connectivity, and an updated browser to access the Application and review the Notices provided to you. If you are having problems viewing or accessing any Notices, please contact us.
- v. Withdrawing Consent: Due to the nature of the Application, you will not be able to begin using the Application without agreeing to electronic delivery of Notices. However, you may choose to withdraw your consent to receive Notices electronically by discontinuing use and deleting the Application from all of your devices and media.
- vi. You may contact Company through the following media:
  - i. Via U.S. Mail: 7030 MEADOWLARK DR BIRMINGHAM, AL 35242
  - ii. Via email: [info@truckerbux.com](mailto:info@truckerbux.com)

K. Data Usage, Privacy, and Security

- i. Data Usage Overview
  - i. Protecting, securing, and maintaining the information processed and handled through the Application is one of our top priorities. This section describes our obligations when handling and storing

information connected with the Application. The following terms used in this section relate to data provided to the Company by you or your Customers, or received or accessed by you through your use of the Application:

- ii. “Payment Account Details” means the Payment Method account details, and includes, deposit account number, debit card number, debit card expiration date, and CVV2.
  - iii. “Payment Data” means Payment Account Details, information communicated to or by Payment Method Provider or Payment Method Acquirer, financial information specifically regulated by Laws and Payment Method Rules, and any other information used with the Payment Processing Application to complete a Transaction.
  - iv. “Personal Data” means information that identifies a specific living person (not a company, legal entity, or machine) and is transmitted to or accessible through the Application.
  - v. “Company Data” means details of the API transactions over the Application’s infrastructure, information used in fraud detection and analysis, aggregated or anonymized information generated from Data, and any other information created by or originating from Company or the Application.
  - vi. “User Data” means information that describes your business and its operations, your products or services, and orders.
  - vii. The term “Data” used without a modifier means all Personal Data, User Data, Payment Data, and Company Data.
  - viii. Company processes, analyzes, and manages Data to: (a) provide Application to you and other Customers; (b) mitigate fraud, financial loss, or other harm to users and Company; and (c) analyze, develop and improve our products, systems, and tools. Company provides Data to third-party service providers, including Payment Method Providers, Payment Method Acquirers, third party payment processors and their respective affiliates, as well as to Company’s affiliates, to allow us to provide Application to you and other users. We do not provide Personal Data to unaffiliated parties for marketing their products to you. You understand and consent to Company’s use of Data for the purposes and in a manner consistent with this Agreement.
- ii. Data Protection and Privacy
    - i. Confidentiality: The Company will only use User Data as permitted by this Agreement, by other agreements between you and us, or as otherwise directed or authorized by you. You will protect all Data you receive through the Application, and you may not disclose or distribute any such Data, and you will only use such Data in conjunction with the Application and as permitted by this



Agreement or by other agreements between you and us. Neither party may use any Personal Data to market to Customers unless it has received the express consent from a specific Customer to do so. You may not disclose Payment Data to others except in connection with processing Transactions and consistent with applicable Laws and Payment Method Rules.

- ii. You affirm that you are now and will continue to be compliant with all applicable Laws governing the privacy, protection, and your use of Data that you provide to us or access through your use of the Application. You also affirm that you have obtained all necessary rights and consents under applicable Laws to disclose to Company– or allow us to collect, use, retain, and disclose – any Personal Data that you provide to us or authorize us to collect, including Data that we may collect directly from Customers using cookies or other similar means.
- iii. If we become aware of an unauthorized acquisition, disclosure or loss of Customer Personal Data on our systems, we will notify you consistent with our obligations under applicable Law. We will also notify you and provide you sufficient information regarding the unauthorized acquisition, disclosure or loss to help you mitigate any negative impact.

#### L. Security and Fraud Controls

- i. **Company’s Security:** Company will maintain commercially reasonable administrative, technical, and physical procedures to protect User Data and Personal Data from unauthorized access, accidental loss, modification, or breach, and we will comply with applicable Laws and Payment Method Rules when we handle User and Personal Data. However, no security system is impenetrable and we cannot guarantee that unauthorized parties will never be able to defeat our security measures or misuse any Data in our possession. You provide User Data and Personal Data to us with the understanding that any security measures we provide may not be appropriate or adequate for your business, and you agree to implement Security Controls (as defined below) and any additional controls that meet your specific requirements. In our sole discretion, we may take any action, including suspension of access to the Application, to maintain the integrity and security of the Application or Data, or to prevent harm to you, us or others.
- ii. **Your Security:** You are solely responsible for the security of any Data in your possession.
- iii. **Security Controls:** You are responsible for assessing the security requirements of your business, and selecting and implementing security procedures and controls (“Security Controls”) appropriate to mitigate your exposure to security incidents. We may provide Security Controls as part of the Application, or suggest that you implement specific Security Controls. However, your responsibility for securing your business is not

diminished by any Security Controls that we provide or suggest, and if you believe that the Security Controls we provide are insufficient, then you must separately implement additional controls that meet your requirements.

- iv. **Fraud Risk:** While we may provide or suggest Security Controls, we cannot guarantee that you will never become a victim of fraud. Any Security Controls we provide or suggest may include processes or applications developed by us, our affiliates, or other companies. You agree to review all the Security Controls we suggest and choose those that are appropriate for your business to protect against unauthorized Transactions and, if appropriate for your business, independently implement other security procedures and controls not provided by us. If you disable or fail to properly use Security Controls, you will increase the likelihood of unauthorized Transactions, Disputes, fraud, losses, and other similar occurrences. You are solely responsible for losses you incur from the use of lost or stolen payment credentials or accounts by fraudsters who engage in fraudulent Transactions with you, and your failure to implement Security Controls will only increase the risk of fraud. We may assist you with recovering lost funds, but you are solely responsible for losses due to lost or stolen credentials or accounts, compromise of your username or password, changes to your Application profile, and any other unauthorized use or modification of the Application. Company is not liable or responsible to you and you waive any right to bring a claim against us for any losses that result from the use of lost or stolen credentials or unauthorized use or modification of the Application or any data provided to us by you or through the Application, unless such losses result from our willful or intentional actions. Further, you will fully reimburse us for any losses we incur that result from the use of lost or stolen credentials or accounts.

## 23. Arbitration and Legal Waivers

(a) **Binding Arbitration:** In the event that there is a dispute, claim or controversy arising out of or relating to statutory or common law claims, the breach, termination, enforcement, interpretation or validity of any provision of this Agreement, and the determination of the scope or applicability of your agreement to arbitrate any dispute, claim or controversy originating from this Agreement, will be determined by arbitration in Birmingham, Alabama before a single arbitrator. The arbitration will be administered by the American Arbitration Association under its Commercial Arbitration Rules. The Expedited Procedures of the American Arbitration Association's Commercial Arbitration Rules will apply for cases in which no disclosed claim or counterclaim exceeds \$75,000 (exclusive of interest, attorneys' fees and arbitration fees and costs). Where no party's claim exceeds \$25,000 (exclusive of interest, attorneys' fees and arbitration fees and costs), and in other cases in which the parties agree, Section E-6 of the Expedited Procedures of the American Arbitration Association's Commercial Arbitration Rules will apply. The arbitrator will apply the substantive law of the State of Alabama, exclusive of its conflict or choice of law rules. If the American Arbitration

Association is no longer in business, or refuses or declines to administer any dispute between the parties brought before it, either party may petition the United States District Court for the Northern District of Alabama to appoint the arbitrator. Nothing in this paragraph will preclude the parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The parties acknowledge that this Agreement evidences a transaction 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.

Either party may commence arbitration by providing to the American Arbitration Association and the other party to the dispute a written demand for arbitration, setting forth the subject of the dispute and the relief requested.

(b) Service of Process: Each party hereby irrevocably and unconditionally consents to service of process through personal service at their corporate headquarters, registered address, or primary address (for individuals or sole proprietors). Nothing in this Agreement will affect the right of any party to serve process in any other manner permitted by Law.

(c) Class Waiver: To the fullest extent permitted by Law, each of the parties agrees that any dispute arising out of or in connection with this Agreement, whether in arbitration or in court, will be conducted only on an individual basis and not in a class, consolidated or representative action. **If for any reason a claim or dispute proceeds in court rather than through arbitration, each party knowingly and irrevocably waives any right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement or any of the transactions contemplated between the parties.**

(d) Provision of an Award: Subject to the limitations of liability identified in this Agreement, the appointed arbitrators may award monetary damages and any other remedies allowed by the laws of the State of Alabama. In making a determination, the arbitrator will not have the authority to modify any term or provision of this Agreement. The arbitrator will deliver a reasoned written decision with respect to the dispute (the "Award") to each party, who will promptly act in accordance with the Award. Any Award (including interim or final remedies) may be confirmed in or enforced by a state or federal court located in Birmingham, Alabama. The decision of the arbitrator will be final and binding on the parties, and will not be subject to appeal or review.

(e) Fees: Each party will advance one-half of the fees and expenses of the arbitrators, the costs of the attendance of the arbitration reporter at the arbitration hearing, and the costs of the arbitration facility. In any arbitration arising out of or related to this Agreement, the arbitrators will award to the prevailing party, if any, the costs and attorneys' fees reasonably incurred by the prevailing party in connection with those aspects of its claims or defenses on which it prevails, and any opposing awards of costs and legal fees awards will be offset.

(f) Confidentiality: The parties will maintain the confidential nature of the arbitration proceeding, the hearing and the Award, except (i) as may be necessary to prepare for or conduct the arbitration hearing on the merits, (ii) in connection with a court application as contemplated above for a preliminary remedy, or confirmation of an Award or its enforcement, (iii) our disclosure of the Award in confidential settlement negotiations, or (iv) as otherwise required by applicable Laws. The parties, witnesses, and arbitrator will treat as confidential and will not disclose to any third person (other than witnesses or experts) any documentary or other evidence produced in any arbitration hereunder, except as required by Law or except if such evidence was obtained from the public domain or was otherwise obtained independently from the arbitration.

(g) Conflict of Rules: In the case of a conflict between the provisions of this section and the rules governing arbitration identified above, the provisions of this section will prevail. If any provision of this Agreement to arbitrate is held invalid or unenforceable, it will be so held to the minimum extent required by law and all the other provisions will remain valid and enforceable.