



Truckl™ Mobile Application Terms of Service Agreement

Effective Date: December 7, 2018

This Truckl™ Mobile Application Terms of Service Agreement (“**Agreement**”) is a binding agreement between you (“**End User**” or “**you**”) and Truckl, LLC, a Texas limited liability company (“**Truckl**”). This Agreement governs your use of the Truckl mobile application as available on the iOS and Android platforms, (including all related documentation, the “**Application**”). The Application is licensed, not sold, to you. Please read this Agreement carefully before you start to use the Services.

BY CLICKING THE “AGREE” BUTTON OR USING THE SERVICES, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT THAT YOU ARE 18 YEARS OF AGE OR OLDER; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE SERVICES AND DELETE THE APPLICATION FROM YOUR MOBILE DEVICE.

We may revise and update this Agreement from time to time in our sole discretion. Changes are effective immediately when we notify you by sending an email or posting them to the Application and apply to all access to and use of the Application thereafter. However, any changes to the dispute resolution provisions set out in the Governing Law section will not apply to any disputes for which the parties have actual notice on or before the date the change is posted on the Application.

Your continued use of the Application following the posting of revised Agreement means that you accept and agree to the changes. You are expected to check this Agreement from time to time so you are aware of any changes, as they are binding on you.

1. Accessing the Application. To access the Application, or some of the resources it offers (for example, the ability to use location tracking functions, or to communicate with another user), you may be asked to provide certain registration details or other information. It is a condition of your use of the Application that all the information you provide on the Application, including but not limited to your name and phone number, is correct, current, and complete. You agree that all information you provide to register with this Application and information provided through your use of any interactive features on the Application, is governed by the Truckl Privacy Policy (“**Privacy Policy**”), and you consent to all actions we take with respect to your information consistent with the Privacy Policy.



2. License Grant. Subject to the terms of this Agreement, Truckl grants you a limited, non-exclusive, and nontransferable license to:

(a) download, install, and use the Application for your personal, non-commercial use on a single mobile device owned or otherwise controlled by you (“**Mobile Device**”) strictly in accordance with the Application’s documentation; and

(b) access and use on such Mobile Device the Content and Services (as further defined below) made available in or otherwise accessible through the Application, strictly in accordance with this Agreement and the Terms of Use applicable to such Content and Services.

3. License Restrictions. Licensee shall not:

- copy the Application, except as expressly permitted by this license;
- modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Application;
- reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Application or any part thereof;
- 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;
- 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;
- remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Application;
- use their account to impersonate any person, or misrepresent your identity or affiliation with any person or organization;
- use the Application in any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries);
- engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Application, or which, as determined by Truckl, may harm Truckl or users of the Application or expose them to liability;
- use the Application in any manner that could disable, overburden, damage, or impair the Application, or interfere with any other party’s use of the Application, including their ability to engage in real time activities through the Application;



- use the Services in, or in association with, the design, construction, maintenance, or operation of any hazardous environments or systems, including any power generation systems; aircraft navigation or communication systems, air traffic control systems, or any other transport management systems; safety-critical applications, including medical or life-support systems, vehicle operation applications or any police, fire, or other safety response systems; and military or aerospace applications, weapons systems, or environments;
- use any robot, spider, or other automatic device, process, or means to access the Application for any purpose, including monitoring or copying any of the material on the Application;
- use any device, software, or routine that interferes with the proper working of the Application;
- introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful;
- attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Application, the server on which any portion of the Application is stored, or any server, computer, or database connected to the Application;
- attack the Application via a denial-of- service attack or a distributed denial-of- service attack; or
- otherwise attempt to interfere with the proper working of the Application.

4. 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. Truckl 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.

5. Collection and Use of Your Information. You acknowledge that when you download, install, or use the Application, Truckl may use automatic means 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. If you decide to



disable certain automatic information collection features of the Application, the Application may no longer function properly.

6. Location Based Services. Each End User acknowledges and agrees that all geo-location information must be provided to the Truckl via a Mobile Device in order to allow proper working of the Application. Each End User acknowledges and agrees that geo-location information may be obtained by the Truckl and other permitted End Users while the Application is running.

7. Content and Services. The Application will provide you with access to certain features, functionality, and content, including transportation tracking software solutions (collectively, "**Content and Services**").

8. Relationship between End Users of the Services. Through the Application, Truckl provides interactive features that allow you to disclose information directly to other End Users. The Truckl Services can be used by individuals or businesses. When an End User shares information with another End User, Truckl is merely a service provider, and not a party to such communications or transactions.

When you use the Application to connect with another End User, you acknowledge and agree that the transaction or communication taking place is a direct business relationship between you and the other End User. Truckl is not responsible or liable for the actions or inactions of one End User to another End User.

9. Mobile Device Charges. Truckl is not responsible for any fees or charges you incur in connection with your use of your Mobile Device with the Application including, but not limited to, data usage, texting, overages, per-minute charges, roaming, and other telecom or access charges and you acknowledge that such fees or charges may apply and that Truckl is not responsible for any such charges and fees.

10. Updates. Truckl 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 Truckl 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.

11. 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 Truckl is not responsible for Third-Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. Truckl 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.

12. Monitoring and Enforcement. We have the right to:

(a) Take any action with respect to any user action that we deem necessary or appropriate in our sole discretion. For example, we reserve the right to remove a user if their action violates this Agreement, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Application or the public, or could create liability for Truckl;

(b) Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy;

(c) Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Services; and

(d) Terminate or suspend your access to all or part of the Application for any or no reason, including without limitation, any violation of this Agreement.



Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Application. YOU WAIVE AND HOLD HARMLESS TRUCKL AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

13. Term and Termination.

(a) The term of Agreement commences when you acknowledge your acceptance and will continue in effect until terminated by you or Truckl as set forth in this Section 13.

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

(c) Truckl may terminate this Agreement at any time without notice if it ceases to support the Application, which Truckl may do in its sole discretion or for your failure to pay any fees owed to Truckl for any products or services ordered through the Application. In addition, this Agreement will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.

(d) Upon termination (1) all rights granted to you under this Agreement will also terminate; and (2) you must cease all use of the Application and delete all copies of the Application from your Mobile Device and account.

(e) Termination will not limit either parties' or remedies at law or in equity.

14. Disclaimer.

(a) *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, TRUCKL, 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, TRUCKL 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.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

(b) *NO SERVICE GUARANTEE.* TRUCKL DOES NOT GUARANTEE THE AVAILABILITY OR UPTIME OF THE SERVICES. YOU ACKNOWLEDGE AND AGREE THAT THE SERVICES MAY BE UNAVAILABLE AT ANY TIME AND FOR ANY REASON (E.G., DUE TO SCHEDULED MAINTENANCE OR NETWORK FAILURE). FURTHER, THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS AND TRUCKL AND ITS AFFILIATES ARE NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGES, LIABILITIES OR LOSSES RESULTING FROM SUCH PROBLEMS.

15. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL TRUCKL 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 TRUCKL 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.



16. Indemnification. You agree to indemnify, defend, and hold harmless Truckl and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, arising from or relating to your misuse of the Services or your breach of this Agreement.

17. Trademarks. The Truckl name, the Truckl logo, and all related names, logos, product and service names, designs, and slogans are trademarks of Truckl or its affiliates or licensors. You must not use such marks without the prior written permission of Truckl. All other names, logos, product and service names, designs, and slogans on the Application are the trademarks of their respective owners.

18. Reviews and Feedback. Truckl shall become the owner of any reviews, comments, suggestions or other feedback regarding the Application posted to the Application or on Truckl's social media pages (collectively, "**Feedback**") and it may share such Feedback with any of its affiliates. Truckl will not be required to treat any Feedback as confidential and will not be liable for any Feedback posted on the Application or elsewhere. Without limitation, Truckl will have exclusive ownership of all present and future existing rights to the Feedback of every kind and nature everywhere and will be entitled to use the Feedback for any commercial or other purpose whatsoever, including to advertise and promote Truckl, without compensation to you or any other person sending the Feedback. You specifically waive any "moral rights" in and to the Feedback.

19. Copyright Policy Reporting Claims of Copyright Infringement. We take claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or from the Application infringe your copyright, you may request removal of those materials (or access to them) from the Application by submitting written notification to our copyright agent designated below. In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) ("**DMCA**"), the written notice (the "**DMCA Notice**") must include substantially the following:

- Your physical or electronic signature.
- Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the Application, a representative list of such works.
- Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material.



- Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address).
- A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the written notice is accurate.
- A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective. Please be aware that if you knowingly materially misrepresent that material or activity on the Services is infringing your copyright, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

Our designated copyright agent to receive DMCA Notices and Counter-Notices (as further defined below) is: legal@truckl.io.

Counter-Notification Procedures. If you believe that material you posted on the Application was removed or access to it was disabled by mistake or misidentification, you may file a counter-notification with us (a "**Counter-Notice**") by submitting written notification to our copyright agent designated below. Pursuant to the DMCA, the Counter-Notice must include substantially the following:

- Your physical or electronic signature.
- An identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access disabled.
- Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address).
- A statement under penalty of perjury by you that you have a good faith belief that the material identified above was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled.
- A statement that you will consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or if you reside outside the United States for any judicial district in which the Application may be found) and that you will accept service from the person (or an agent of that person) who provided the Application with the complaint at issue.



The DMCA allows us to restore the removed content if the party filing the original DMCA Notice does not file a court action against you within ten business days of receiving the copy of your Counter-Notice.

Please be aware that if you knowingly materially misrepresent that material or activity on the Application was removed or disabled by mistake or misidentification, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

Repeat Infringers. It is our policy in appropriate circumstances to disable and/or terminate the accounts of users who are repeat infringers.

20. Export Regulation. The Application may be subject to US export control laws, including the US Export Administration 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.

21. Dispute Resolution/Arbitration. At Truckl's sole discretion, it may require you to submit any disputes arising from the use of the Application or this Agreement, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Texas law.

22. Your Right to Opt Out of Arbitration. Arbitration is not a mandatory condition of your contractual relationship with Truckl. If you do not want to be subject to this Arbitration Provision, you may opt out of this Arbitration Provision by notifying Truckl in writing of your desire to opt out of this Arbitration Provision, either by (1) sending, within 30 days of the creation of your account or of any update of this Agreement executed by you, electronic mail to support@truckl.io, stating your name and intent to opt out of the Arbitration Provision or (2) by sending a letter by U.S. Mail, or by any nationally recognized delivery service, or by hand delivery to legal@truckl.io.

In order to be effective, the letter under option (2) must clearly indicate your intent to opt out of this Arbitration Provision and must be dated and signed. The envelope containing the signed letter must be received (if delivered by hand) or post-marked within 30 days of the creation of your account or of any update of this Agreement executed by you. Your writing opting out of this Arbitration Provision, whether sent by (1) or (2), will be filed with a copy of this Agreement and



maintained by Truckl. Should you not opt out of this Arbitration Provision within the 30-day period, you and Truckl shall be bound by the terms of this Arbitration Provision. You have the right to consult with counsel of your choice concerning this Arbitration Provision. You understand that you will not be subject to retaliation if you exercise your right to assert claims or opt-out of coverage under this Arbitration Provision.

23. Assignment. The Terms are personal to you, and are not assignable, transferable, or sublicensable by you except with Truckl's prior written consent. Any assignment in violation of this section shall be null and void.

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

25. Geographic Restrictions. The Application is based in the United States and is provided for access and use only by persons located in the United States. You are not permitted to access the Application from outside the United States.

26. Governing Law. This Agreement is governed by and construed in accordance with the internal laws of the State of Texas 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 Texas in each case located in Dallas, County. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

27. Government Rights. The App 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 App 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.

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

29. Notice Policy and Your Consent. Under this Agreement you are contracting with



Truckl, LLC, a Texas limited liability company. Notice should be addressed to Truckl, LLC, legal@truckl.io.

We may give notice by means of a general notice on the Application electronic mail to your email address in your account, text message, or by written communication sent by first class mail or pre-paid post to your address in your account. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email or text). You may give notice to us, with such notice deemed given when received by us, at any time by first class mail or pre-paid post to the address set forth above or at such other address as we may advise from time to time, pursuant to this provision.

30. 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.

31. 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.

I HEREBY ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THIS AGREEMENT AND AGREE THAT MY USE OF THE APPLICATION IS AN ACKNOWLEDGMENT OF MY AGREEMENT TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.