

Terms and Conditions

Effective Date: October 29, 2019

Section 1

Contractual Relationships

These Terms of Use ("Terms") govern the access or use by you, an individual or entity, from within the United States and its territories and possessions of the applications (including mobile applications), websites, content, products, and services (collectively, the "Services") made available in the United States and its territories and possessions by UONLOAD LLC and its subsidiaries and affiliates (collectively, "UOnLoad"). PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING AND USING THE SERVICES. In these Terms, the words "including" and "include" mean "including, but not limited to."

Your access and use of the Services constitutes your agreement to be bound by these Terms, which establishes a contractual relationship between you and UOnLoad. If you do not agree to these Terms, you may not access the Services. These Terms expressly supersede prior agreements or arrangements with you, other than with respect to any customer/shipper or motor carrier agreement with UOnLoad to the extent that such agreement is inconsistent with these Terms. Your use of the Services may also be governed by additional terms and conditions provided in any customer/shipper or motor carrier agreement with UOnLoad. UOnLoad may, at any time for any reason, without notice to you, cease offering you access to the Services or any portion thereof or deny you access to the Services or any portion thereof.

Supplemental terms may apply to certain Services, such as policies for a particular event, program, activity or promotion, and such supplemental terms will be disclosed to you in separate disclosures (e.g., a particular promotional webpage) or in connection with the applicable Service(s). Supplemental terms are in addition to, and shall be deemed a part of, the Terms for the purposes of the applicable Service(s). Supplemental terms shall prevail over these Terms in the event of a conflict with respect to the applicable Services.

UOnLoad may amend the Terms related to the Services from time to time. Amendments will be effective upon UOnLoad's posting of such updated Terms at this location. Your continued access or use of the Services after such posting constitutes your consent to be bound by the Terms, as amended.

Our collection and use of personal information in connection with the Services is as provided in UOnLoad's Privacy Policy located at https://uonload.com/Privacy_Policy.pdf

Section 2

License

Subject to your compliance with these Terms (including Section 5), UOnLoad grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to access and use the Services. Any rights not expressly granted herein are reserved by UOnLoad and its affiliates and UOnLoad's licensors.

Restrictions

You may not: (i) remove any copyright, trademark or other proprietary notices from any portion of the Services; (ii) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services except as expressly permitted by UOnLoad; (iii) decompile, reverse engineer or disassemble the Services except as may be permitted by applicable law; (iv) link to, mirror or frame any portion of the Services; (v) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services, or unduly burdening or hindering the operation and/or functionality of any aspect of the Services; or (vi) attempt to gain unauthorized access to or impair any aspect of the Services or their related systems or networks.

Ownership

The Services and all rights therein are and shall remain UOnLoad's property or the property of UOnLoad's licensors. Neither these Terms nor your use of the Services convey or grant to you any rights: (i) in or related to the Services except for the limited license granted above; or (ii) to use or reference in any manner UOnLoad's company names, logos, product and service names, trademarks or services marks or those of UOnLoad's licensors.

Section 3

Disclaimers; Limitation of Liability; Indemnity.

DISCLAIMER

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." UONLOAD DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE TERMS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, UONLOAD MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, OR AVAILABILITY OF THE SERVICES, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

LIMITATION OF LIABILITY

UONLOAD SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST DATA, PERSONAL INJURY, OR PROPERTY DAMAGE RELATED TO, IN CONNECTION WITH, OR OTHERWISE RESULTING FROM ANY USE OF THE SERVICES, EVEN IF UONLOAD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

UONLOAD SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF: (i) YOUR USE OF OR RELIANCE ON THE SERVICES OR YOUR INABILITY TO ACCESS OR USE THE SERVICES; OR (ii) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY THIRD PARTY PROVIDER, EVEN IF UONLOAD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UONLOAD SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND UONLOAD'S REASONABLE CONTROL. IN NO EVENT SHALL UONLOAD'S TOTAL LIABILITY TO YOU IN CONNECTION WITH THE SERVICES FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION EXCEED FIVE HUNDRED U.S. DOLLARS (US \$500).

UONLOAD DOES NOT CONTROL, ENDORSE OR TAKE RESPONSIBILITY FOR ANY USER CONTENT OR THIRD-PARTY CONTENT AVAILABLE ON OR LINKED TO BY THE SERVICES (INCLUDING INFORMATION ON THE SERVICES PROVIDED BY USERS OR BY SHIPPERS). UONLOAD CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE SERVICES OR SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

Indemnity

You agree to indemnify and hold UOnLoad and its affiliates and their respective officers, directors, employees, and agents harmless from any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees), arising out of or in connection with: (i) your use of the Services or services or goods obtained through your use of the Services; and/or (ii) your breach or violation of any of these Terms.

Section 4

Dispute Resolution

Arbitration

You agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Services (collectively, "Disputes") will be settled by binding arbitration between you and UOnLoad, except that each party retains the right to bring an individual action in small claims court and the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights. You acknowledge and agree that you and UOnLoad are each waiving the right to a trial by jury or to participate as a plaintiff or class in any purported class action or representative proceeding. Further, unless both you and UOnLoad

otherwise agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. If this specific paragraph is held unenforceable, then the entirety of this "Dispute Resolution" section will be deemed void. Except as provided in the preceding sentence, this "Dispute Resolution" section will survive any termination of these Terms.

Arbitration Rules and Governing Law

The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Commercial Arbitration Rules (the "AAA Rules") then in effect, except as modified by this "Dispute Resolution" section. (The AAA Rules are available at www.adr.org or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this Section.

Arbitration Process

Prior to initiating an arbitration, you and UOnLoad each agree to notify the other party in writing of any dispute and to attempt to negotiate an informal resolution. Notice to UOnLoad must be sent to UOnLoad LLC, Attn: Legal Department, 952 Silvercrest Dr, Myrtle Beach, SC 29579. Neither party shall initiate arbitration until 30 days after the notice is sent.

A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. A party initiating an arbitration against UOnLoad must send the written Demand for Arbitration to UOnLoad LLC, Attn: Legal Department, 952 Silvercrest Dr, Myrtle Beach, SC 29579. The arbitrator will be either a retired judge or an attorney licensed to practice law in the state of California and will be selected by the parties from the AAA's roster of consumer dispute arbitrators. If the parties are unable to agree upon an arbitrator, then the AAA will appoint the arbitrator in accordance with the AAA Rules.

Arbitration Location and Procedure

Unless you and UOnLoad otherwise agree, the arbitration will be conducted in the county where you reside. If your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of documents you and UOnLoad submit to the arbitrator, unless you request a hearing or the arbitrator determines that a hearing is necessary. If your claim exceeds \$10,000, your right to a hearing will be determined by the AAA Rules. Subject to the AAA Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

Arbitrator's Decision

The arbitrator will render an award within the time frame specified in the AAA Rules. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator

based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator's award damages must be consistent with the terms of the "Limitation of Liability" section above as to the types and the amounts of damages for which a party may be held liable. The arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim.

Changes

Notwithstanding the provisions of the modification-related provisions above, if UOnLoad changes this "Dispute Resolution" section after the date you first accepted these Terms (or accepted any subsequent changes to these Terms), you may reject any such change by providing UOnLoad written notice of such rejection by mail or hand delivery to: UOnLoad LLC, Attn: Dispute Resolutions, The Corporation Trust Company, Corporation Trust Center, 95 Silvercrest Dr, Myrtle Beach, SC 29579, or by email from the email address associated with your Account to: support@uonload.com, within 30 days of the date such change became effective, as indicated in the "Effective" or "Last update" date above. In order to be effective, the notice must include your full name and clearly indicate your intent to reject changes to this "Dispute Resolution" section. By rejecting changes, you are agreeing that you will arbitrate any Dispute between you and UOnLoad in accordance with the provisions of this "Dispute Resolution" section as of the date you most recently accepted these Terms.

Section 5

Transportation and Other Provision

UONLOAD IS A MOTOR CARRIER.

A "motor carrier", as used in these Terms, means any motor carrier or trucking company, including a motor carrier as defined by 49 USC §13102(14) with authority issued by the federal and/or applicable state governments or a motor carrier with authority issued by any other applicable governmental authority.

UONLOAD LLC is a federally licensed freight broker as defined by 49 USC §13102(2) under authority granted by the Federal Motor Carrier Safety Administration of the U.S. Department of Transportation.

The motor carrier shall be solely responsible for controlling the method, manner, and means of accomplishing the motor carrier's services. For purposes of these Terms, "driver" shall mean those motor carrier employees, contractors, owner-operators under contract with the motor carrier, employees of such owner-operators, or any other service providers of the motor carrier assigned to operate motor vehicles providing transportation on behalf of the motor carrier. The motor carrier or its drivers are responsible for determining the appropriate route for transportation. Any navigational directions that UOnLoad offers to motor carrier or its drivers are offered as a convenience only, and the motor carrier and its drivers shall have no obligation to follow such navigational directions. If the motor carrier elects to provide access to the Services

to its drivers, any directions, instructions or other information provided through the Services are provided by the motor carrier to the driver.

Any transportation services (i.e., shipments) that are accepted by a motor carrier or any employee, contractor or other service provider of the motor carrier (including you) on behalf of a motor carrier using the Services are subject to the rates and charges indicated on the Services and the terms and conditions of the applicable agreement entered into between such motor carrier and UOnLoad and these Terms. If you are an employee, contractor or other service provider of the motor carrier, you agree that all charges and compensation due to you as an employee, contractor or other service provider of the motor carrier are the sole responsibility of the motor carrier and not UOnLoad.

Text Messaging and Telephone Calls

You agree that UOnLoad may contact you by telephone or text messages (including by an automatic telephone dialing system and/or with an artificial or pre-recorded voice) at any of the phone numbers provided by you or on your behalf, including for marketing purposes. You understand that you are not required to provide this consent as a condition of purchasing any property, goods or services. You also understand that you may opt out of receiving text messages from UOnLoad at any time, either by texting the word "STOP" back using the mobile device that is receiving the messages.

Referrals and Promotional Codes.

UOnLoad may, in its sole discretion, create referral and/or promotional codes ("Promo Codes") that may be redeemed for discounts on future Services and/or a third party's services, or other features or benefits related to the Services and/or a third party's services, subject to any additional terms that UOnLoad establishes. You agree that Promo Codes: (i) must be used for the intended audience and purpose, and in a lawful manner; (ii) may not be duplicated, sold or transferred in any manner, or made available to the general public (whether posted to a public form or otherwise), unless expressly permitted by UOnLoad; (iii) may be disabled by UOnLoad at any time for any reason without liability to UOnLoad; (iv) may only be used pursuant to the specific terms that UOnLoad establishes for such Promo Code; (v) are not valid for cash; and (vi) may expire prior to your use. UOnLoad reserves the right to withhold or deduct credits or other features or benefits obtained through the use of the referral system or Promo Codes by you or any other user in the event that UOnLoad determines or believes that the use of the referral system or use or redemption of the Promo Code was in error, fraudulent, illegal, or otherwise in violation of UOnLoad's terms.

User Provided Content

UOnLoad may, in UOnLoad's sole discretion, permit you from time to time to submit, upload, publish or otherwise make available to UOnLoad through the Services textual, audio, and/or visual content and information, including commentary and feedback related to the Services,

ratings and reviews of facilities, initiation of support requests, and submission of entries for competitions and promotions ("User Content"). Any User Content provided by you remains your property. However, by providing User Content to UOnLoad, you grant UOnLoad a worldwide, perpetual, irrevocable, transferable, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner such User Content in all formats and distribution channels now known or hereafter devised (including in connection with the Services and UOnLoad's business and on third-party sites and services), without further notice to or consent from you, and without the requirement of payment to you or any other person or entity.

You represent and warrant that: (i) you either are the sole and exclusive owner of all User Content or you have all rights, licenses, consents and releases necessary to grant UOnLoad the license to the User Content as set forth above; and (ii) neither the User Content, nor your submission, uploading, publishing or otherwise making available of such User Content, nor UOnLoad's use of the User Content as permitted herein will infringe, misappropriate or violate a third party's intellectual property or proprietary rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

You agree to not provide User Content that is defamatory, libelous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive, as determined by UOnLoad in its sole discretion, whether or not such material may be protected by law. UOnLoad may, but shall not be obligated to, review, monitor, or remove User Content, at UOnLoad's sole discretion and at any time and for any reason, without notice to you.

Network Access and Devices

You are responsible for obtaining the data network access necessary to use the Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Services from your device. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and applications and any updates thereto. UOnLoad does not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

Choice of Law

These Terms are governed by and construed in accordance with the laws of the State of California, U.S.A., without giving effect to any conflict of law principles, except as may be otherwise provided in supplemental terms applicable to your region.

Claims of Copyright Infringement

Claims of copyright infringement should be sent to UOnLoad's designated agent. Please visit UOnLoad's web page at uonload.com/legal/usa/copyright for the designated address and additional information.

Notice

UOnLoad may give notice by means of a general notice on the Services, electronic mail to your email address in your Account, 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). You may give notice to UOnLoad, with such notice deemed given when received by UOnLoad, at any time by first class mail or pre-paid post to UOnLoad LLC, Attn: The Corporation Trust Company, Corporation Trust Center, 952 Silvercrest Dr, Myrtle Beach, SC 29579.

General

You may not assign these Terms without UOnLoad's prior written approval. UOnLoad may assign these Terms without your consent to: (i) a subsidiary or affiliate; (ii) an acquirer of UOnLoad's equity, business or assets; or (iii) a successor by merger. Any purported assignment in violation of this section shall be void. No joint venture, partnership, employment, or agency relationship exists between you, UOnLoad or any third party as a result of these Terms or use of the Services. If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law. UOnLoad's failure to enforce any right or provision in these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by UOnLoad in writing.