

**HWY LABS, INC.**  
**WEBSITE TERMS OF USE**

Last Update: December 18, 2020

**1. INTRODUCTION**

The following Website Terms of Use (“Website Terms” or “Agreement”) is a legally binding agreement between **Hwy Labs, Inc.** d/b/a **Hwy Haul** (“Hwy Haul,” “we,” “our” or “us”) and the users (“User,” “you,” “your,” “Shipper,” or “Carrier”) of our Platform. Our “Platform” consists of our website i.e., located at [www.hwyhaul.com](http://www.hwyhaul.com) (the “Website”) and our mobile applications (“App”) made available on Google Playstore or Apple Appstore. In addition to access to our Platform we also provide a range of related services (“Services”) to our Users. These Website Terms governs your access to and use of Hwy Haul’s Platform and Services and constitutes a legal agreement between you and us.

Capitalized terms not defined herein shall have the same meaning ascribed to them either under the [Shipper Contract](#), the [Carrier Contract](#) or the [Privacy Policy](#).

Any User can only use the Platform and the Services when they read and accept the applicable [Shipper Contract and](#) the [Carrier Contract](#) and the [Privacy Policy](#) in addition to reading and accepting these Website Terms.

**PLEASE CLICK ON THE ABOVE LINKS TO UNDERSTAND THE ENTIRE RANGE OF YOUR RIGHTS AND RESPONSIBILITIES UNDER THIS AGREEMENT AND OTHERWISE.**

**IF YOU DO NOT AGREE WITH THE TERMS SET FORTH IN THIS AGREEMENT, DO NOT REGISTER OR USE OUR WEBSITE OR THE SERVICES THEREUNDER. IF YOU USE THE SERVICES OFFERED HEREWITH, YOU ARE BOUND BY THESE WEBSITE TERMS.**

**PLEASE NOTE THAT THIS AGREEMENT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.**

## **2. REGISTRATION**

In order to use our Platform and Services, you will be required to register with us. Once you visit our Website, register with us i.e., review these User Terms and any related documents and provide us with registration details, you will require our approval to create an Account on our Platform. Once you receive the approval from us, you must set up an account with us before you can use our Platform and Services. Please click [here](#) to register. Unless you register, you may not use our Platform or Services. In addition to setting up an account, if you are Shipper, you will have to click through, read and agree to the [Shipper Contract](#). Do not use our Platform if you do not agree to the terms and conditions of the [Shipper Contract](#). If you use the Platform as a Shipper, you are bound by the terms and conditions of the [Shipper Contract](#). In addition to setting up an account, if you are Carrier, you will have to click through, read and agree to the [Carrier Contract](#). Do not use our Platform if you do not agree to the terms and conditions of the [Carrier Contract](#). If you use the Platform as a Carrier, you are bound by the terms and conditions of the [Carrier Contract](#).

## **3. TERRITORIAL RESTRICTIONS**

Use of the Hwy Haul Platform and Services is currently restricted to the United States of America, Canada, and Mexico (the “[Registered Territory](#)”). Please do not access and use our Platform or Services if you reside in the European Union or outside the Registered Territory as our Platform and Services are not available for access and use in the European Union. We will inform you via email if we decide to offer our Platform and Services in the European Union.

## **4. OUR PRIVACY POLICY**

Our [Privacy Policy](#) describes how we handle the information you provide to us when you use our Platform and Services. You understand that through your use of the Platform and Services you consent to the collection and use (as set forth in the Privacy Policy) of this information, including the transfer of this information to the United States, and/or other countries for storage, processing and use by Hwy Haul and its affiliates.

## **5. PURPOSE OF THE WEBSITE**

Before you use or access our Website you must read and agree to these Website Terms. By accessing, using, or downloading materials from the Website you agree to follow and be bound by these Website Terms. All rights, title, and interest not expressly granted are reserved.

## **6. PURPOSE AND USE OF THE PLATFORM**

Hwy Haul helps to connect “Carriers” (as defined under the [Carrier Contract](#)) and “Shippers” (as defined under the [Shippers Contract](#)) for the purpose of shipping cargo throughout North America by providing access to the Platform whereby Carriers post details of requests for shipping and get matched with Shippers submit. Hwy Haul may also offer fleet management systems to Users that allow small trucking companies to manage their drivers, equipment, dispatching loads and managing invoices online.

As mentioned under [Section 1](#) of this Website Terms, a “User” means any user of the Platform and the Services and may be a Carrier or a Shipper.

### **i. For Carriers**

To the extent you are a Carrier, the provisions in this Agreement regarding Carriers and the separate Online Carrier Contract apply to you. You must click through, read and agree to the Online Carrier Contract before you will be able to complete your registration and use our Platform as a Carrier.

### **ii. For Shippers**

To the extent you are a Shipper, the provisions in this Agreement regarding Shippers and the separate Online Shipper Contract both apply to you. You must click through, read and agree to the Online Shipper Contract before you will be able to complete your registration and use our Platform as a Shipper.

### **iii. For Users**

To the extent you are a User, the provisions in this Agreement regarding Users apply to you.

FOR THE AVOIDANCE OF DOUBT, HWY HAUL PROVIDES THE PLATFORM FOR LOAD POSTING AND ACCEPTING CARRYING REQUIREMENTS AS A BROKER AND NOT AS A CARRIER AND DOES NOT GUARANTEE THE SERVICE PROVIDED BY A CARRIER. HWY HAUL IS NOT ACTING AS A CARRIER IN CONNECTION WITH ITS PLATFORM.

## **7. LICENSE TO USE THE PLATFORM**

Subject to the terms of this Agreement, Hwy Haul grants you a non-transferable, nonexclusive right to use the Platform and the Services for your business use during the term of this Agreement. You may not permit any other person or entity to use your account for the Platform.

Subject to the terms of this Agreement, Hwy Haul grants you a nontransferable, non-exclusive right to install and use the App, in executable object code format only, solely on your own handheld mobile device and for your business use during the term of this Agreement. You may not permit any other person or entity to use your account for the Mobile App.

## 8. RESTRICTIONS

The rights granted to you in this Agreement are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Platform; (b) you shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Platform; (c) you shall not access the Platform in order to build a similar or competitive service, website, or Mobile App; and (d) except as expressly stated herein, no part of the Website and/or App may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means. Any future release, update, or other addition to functionality of the Platform shall be subject to the terms of this Agreement. All copyright and other proprietary notices on any Platform content must be retained on all copies thereof.

## 9. SHIPPER CONTRACT

The [Shipper Contract](#) is an agreement that is executed between you as the “Shipper,” and Hwy Haul as a broker (the “Broker”). The Online Shipper Contract sets forth the legal rules and responsibilities of the Shipper and the Broker to memorialize the Hwy Haul Platform and Services. **PLEASE CLICK ON THE LINKS TO KNOW MORE ABOUT YOUR RIGHTS AND RESPONSIBILITIES AS A SHIPPER. YOU MUST CLICK THROUGH, READ AND AGREE TO THE ONLINE SHIPPER CONTRACT BEFORE COMPLETING YOUR REGISTRATIONS AS A SHIPPER.**

## 10. CARRIER CONTRACT

The [Carrier Contract](#) is an agreement that is executed between you as the “Carrier,” and Hwy Haul as the Broker. This agreement sets forth the rules and responsibilities of a Carrier and Broker as per the requirement of the Hwy Haul Platform and Services. **PLEASE CLICK ON THE LINKS TO KNOW MORE ABOUT YOUR RIGHTS AND RESPONSIBILITIES AS A CARRIER. YOU MUST CLICK THROUGH, READ AND AGREE TO THE ONLINE CARRIER CONTRACT BEFORE COMPLETING YOUR REGISTRATIONS AS A CARRIER.**

## **11. SAAS AGREEMENT**

Under the SAAS Agreement, Hwy Haul will provide a Customer and its authorized users (the Customer’s Shippers and Carriers) access to and use of Hwy Haul’s next generation digital freight Platform and transportation brokerage Services. This agreement sets forth the rules and responsibilities of the Customer and its authorized users.

**PLEASE CLICK ON THE LINKS TO KNOW MORE ABOUT YOUR RIGHTS AND RESPONSIBILITIES AS A CUSTOMER. YOU MUST CLICK THROUGH, READ AND AGREE TO THE ONLINE SAAS AGREEMENT BEFORE COMPLETING YOUR REGISTRATIONS AS A CUSTOMER.**

## **12. PAYMENT TERMS**

By providing a credit card or other payment method accepted by Hwy Haul and its third-party payment processor, you represent and warrant that you are authorized to use the designated payment method and that you authorize us (or our third-party payment processor) to charge your payment method for the total amount of your order (including any applicable taxes and other charges). Please note that Hwy Haul does not store any credit card, or other such related financial information collected from its Users. However, the third-party payment processor used by Hwy Haul may collect and store such information. Therefore, please ensure that you review the terms and conditions of our third-party payment processor to understand your rights and responsibilities. If the payment method you provide cannot be verified, is invalid or is otherwise not acceptable, your order may be suspended or cancelled. You must resolve any problem we encounter in order to proceed with your order. In the event you want to change, or update payment information associated with your Hwy Haul account, you can do so at any time by logging into your account and editing your payment information. All Services offered on our Website and/or App are subject to availability, and we reserve the right to impose quantity limits on any order, to reject all or part of an order and to discontinue

offering certain Platform without prior notice. Prices for the Services are subject to change at any time, but changes will not affect any order for Services you have already placed.

### **13. USER CONTENT AND CREATION OF ANONYMOUS DATA**

"User Content" means any and all information, data, and other content that a User submits to, or uses with, the Platform or the Services. User Content includes the information provided in a shipment request or acceptance. You are solely responsible for your User Content. You assume all risks associated with use of your User Content, including any reliance on its accuracy, completeness or usefulness by others, or any disclosure of your User Content that makes you or any third party personally identifiable. You hereby represent and warrant that your User Content does not violate the Acceptable Use Policy (as detailed under Section 12). For the avoidance of doubt, User Content may include third party content you submit. You agree not to submit third party content unless you have the consent of the applicable third-party owner of such content. You may not state or imply that your User Content is in any way provided, sponsored or endorsed by Hwy Haul. Because you alone are responsible for your User Content (and not Hwy Haul), you may be exposed to liability if, for example, your User Content violates the **Acceptable Use Policy**. Because we do not control User Content, you acknowledge and agree that we are not responsible for any User Content and we make no guarantees regarding the accuracy, currency, suitability, or quality of any User Content, and we assume no responsibility for any User Content.

We may create anonymous data records ("Anonymous Data") from your User Content by using commercially reasonable efforts to exclude any and all information (such as HWY HAUL name) that makes the data identifiable to you. We may use and disclose Anonymous Data for any purpose, including improving the Platform and the Services.

### **14. FEEDBACK**

If you provide Hwy Haul any feedback, suggestions, bug reports, system errors, and other information or ideas regarding the Platform or Services ("Feedback"), you hereby assign to Hwy Haul all rights in the Feedback and agree that Hwy Haul shall have the right to use such Feedback and related information in any manner it deems appropriate. Hwy Haul will treat any Feedback you provide to Hwy Haul as non-confidential and non-proprietary. You agree that you will not submit to Hwy Haul any information or ideas that you consider to be confidential or proprietary. If you agree to participate in any case studies, you agree

that information you provide in connection with the case study is deemed Feedback and that Hwy Haul may use your name in connection with such Feedback.

## **15. ACCEPTABLE USE POLICY**

The following details Hwy Haul's "Acceptable Use Policy."

You agree not to use the Platform to collect, upload, transmit, display, or distribute any User Content: (a) that violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (b) that is unlawful, harassing, abusive, tortious, threatening, harmful, invasive of another's privacy, vulgar, defamatory, false, intentionally misleading, trade libelous, pornographic, obscene, patently offensive (e.g., material that promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual) or otherwise objectionable material of any kind or nature or which is harmful to minors in any way; or (c) in violation of any law, regulation, or obligations or restrictions imposed by any third party.

In addition, you agree not to use the Platform to: (a) upload, transmit, or distribute any computer viruses, worms, or any software intended to damage or alter a computer system or data; (b) send unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (c) harvest, collect, gather or assemble information or data regarding other Users, including e-mail addresses, without their consent; (d) interfere with, disrupt, or create an undue burden on servers or networks connected to the Platform or violate the regulations, policies or procedures of such networks; (e) attempt to gain unauthorized access to the Platform, other computer systems or networks connected to or used together with the Platform, through password mining or other means; (f) harass or interfere with another User's use and enjoyment of the Platform; or (g) introduce software or automated Agents or scripts to the Platform so as to produce multiple accounts, generate automated searches, requests and queries, or to strip, scrape, or mine data from the Platform.

We reserve the right (but have no obligation) to review any User Content, investigate, and/or take appropriate action against you in our sole discretion (including removing or modifying your User Content, terminating your account in accordance with Section 15, and/or reporting you to law enforcement authorities) if you violate the Acceptable Use Policy or any other provision of this Agreement or otherwise create liability for us or any other person.

## **16. LINK TO THIRD-PARTY WEBSITES**

This Website may contain hyperlinks to websites controlled by parties other than the HWY HAUL. The HWY HAUL is not responsible for and does not endorse or accept any responsibility over the content or use of these third-party websites. Do not open an account with such third parties unless you have read, understood and agree with the terms and conditions and privacy policy of such other third-parties websites

## **17. COPYRIGHT INFRINGEMENT AND DMCA NOTICE**

If you believe that any content on our Website or our Platform violates your copyright, and wish to have the allegedly infringing material removed, the following information in the form of a written notification (pursuant to 17 U.S.C. § 512(c) (“DMCA Takedown Notice”) must be provided to our designated Copyright Agent.

- Your physical or electronic signature;
- Identification of the copyrighted work(s) that you claim to have been infringed;
- Identification of the material on our services that you claim is infringing and that you request us to remove;
- Sufficient information to permit us to locate such material;
- Your address, telephone number, and e-mail address;
- A statement that you have a good faith belief that use of the objectionable material is not authorized by the copyright owner, its agent, or under the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are either the owner of the copyright that has allegedly been infringed or that you are authorized to act on behalf of the copyright owner.

The mailing address for the Designated Copyright Agent to receive DMCA Takedown Notices is Mr. Syed Aman, **Hwy Labs, Inc.**, Attn: DMCA Notice, 900 Lafayette St, #307, Santa Clara, CA-95050. You may also email our Designated Copyright Agent at [info@hwyhaul.com](mailto:info@hwyhaul.com). You acknowledge that for us to be authorized to take down any content, your DMCA takedown notice must comply with all the requirements of this Section 14. Please note that, pursuant to 17 U.S.C. § 512(f), any misrepresentation of material fact (falsities) in a written notification automatically subjects the complaining party to liability for any damages, costs and attorney's fees incurred by us in connection with the written notification and allegation of copyright infringement.



## **18. TERMS AND TERMINATION**

Subject to this Section, this Agreement will remain in full force and effect while you use the Service. Hwy Haul may at any time terminate this Agreement with you in its sole discretion if: (a) you have breached any provision of this Agreement (or have acted in a manner that clearly shows you do not intend to, or are unable to, comply with this Agreement); (b) Hwy Haul is required to do so by law (for example, where the provision of the Service to you is, or becomes, unlawful); (c) Hwy Haul has elected to discontinue the Service; or (d) for your poor performance as a Shipper or Carrier in our sole discretion. Upon termination of this Agreement, your account and right to access and use the Platform will terminate immediately. Hwy Haul will not have any liability whatsoever to you for any termination of this Agreement, including for termination of your account or deletion of your User Content. EVEN AFTER THIS AGREEMENT IS TERMINATED, THE PROVISIONS OF THIS AGREEMENT REGARDING INDEMNITY, CONFIDENTIALITY, DISCLAIMERS AND RELEASE, LIMITATIONS OF LIABILITY, AND DISPUTE RESOLUTION, SHALL CONTINUE TO BIND SHIPPERS AND CARRIERS.

## **19. MODIFICATIONS**

Hwy Haul reserves the right, at its sole discretion, to change or modify these Website Terms at any time. In the event, we modify these Website Terms, such modifications shall be binding on you only upon your acceptance of the modified Website Terms. We will inform you about the modifications via email or comparable means within 15 days of such modification. We will also post the modified version on this page. Your continued use of the Platform and the Services shall constitute your consent to such changes. Hwy Haul may change, modify, suspend, or discontinue any aspect of the Platform at any time without notice or liability.

## **20. INDEMNITY**

You agree to defend, indemnify and hold Hwy Haul (and its officers, employees, and agents) harmless, including costs and attorneys' fees, from any claim or demand made by any third party due to or arising out of your (a) use of the Services, the Platform and the Rewards, (b) User Content, (c) interaction with any other User, (d) violation of this Agreement; (e) violation of applicable laws or regulations; or (f) your shipment contents (if you are a Shipper) or your shipment services (if you are a Carrier). Hwy Haul reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are

required to indemnify us and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of Hwy Haul. Hwy Haul will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

## **21. ANTI- BRIBERY REPRESENTATIONS AND WARRANTIES**

Hwy Haul and its officers, directors, employees, agents, and anyone acting on its behalf (collectively, the "**Representatives**") are in compliance with all applicable anti-bribery and anti-corruption laws, including the **US Foreign Corrupt Practices Act** and **Canadian Corruption of Public Officials Act**.

## **22. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY**

THE SERVICE AND USE OF THE PLATFORM AND RELATED SERVICES IS PROVIDED "AS-IS" AND "AS AVAILABLE" AND WE (AND OUR SUPPLIERS) EXPRESSLY DISCLAIM ANY WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NONINFRINGEMENT. WE (AND OUR SUPPLIERS) MAKE NO WARRANTY THAT THE SERVICE: (A) WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS; (B) WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; (C) WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE; OR (D) RESULT IN ANY REVENUE, PROFITS, OR COST REDUCTION. THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. WE ARE NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES OR OTHER DAMAGES RESULTING FROM SUCH PROBLEMS.

YOU FURTHER EXPRESSLY AGREE THAT YOUR USE OF THIS WEBSITE IS AT YOUR SOLE RISK. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, HWY HAUL DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. HWY HAUL DOES NOT WARRANT THAT THIS WEBSITE; INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING ANY SOFTWARE) OR SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE HWY HAUL WEBSITE; ITS SERVERS; OR E-MAIL

SENT FROM HWY HAUL ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE HWY HAUL WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THE HWY HAUL WEBSITE OR FROM ANY INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE WEBSITE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, UNLESS OTHERWISE SPECIFIED IN THE AGREEMENT. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

### **23. APPLICABLE DISCLAIMERS AND RELEASES**

HWY HAUL OFFERS THE PLATFORM TO CONNECT SHIPPERS AND CARRIERS BUT DOES NOT AND DOES NOT INTEND TO ACT IN ANY WAY AS A CARRIER, COURIER, FREIGHT FORWARDER, SHIPPING PROVIDER OR BROKER. IT IS UP TO THE THIRD-PARTY CARRIER TO PROVIDE SHIPPING SERVICES; WHICH MAY BE SCHEDULED THROUGH THE USE OF THE PLATFORM. HWY HAUL HAS NO RESPONSIBILITY OR LIABILITY FOR ANY SHIPPING SERVICES PROVIDED TO SHIPPERS BY SUCH THIRD-PARTY CARRIERS. HWY HAUL SHALL NOT BE DEEMED TO BE AN AGENT OR A PARTNER OF CARRIER OR SHIPPER FOR ANY REASON. CARRIERS SHALL NOT BE DEEMED TO BE A SUBCONTRACTOR, AGENT OR EMPLOYEE OF HWY HAUL FOR ANY REASON.

HWY HAUL CAUTIONS THAT DRIVING WHILE USING PHONES IS DANGEROUS AND AGAINST THE LAW. IF CARRIERS USE THE APP WHILE DRIVING, THEY DO SO AT THEIR OWN RISK, AND HWY HAUL IS NOT IN ANY WAY RESPONSIBLE FOR SUCH IMPROPER USE.

HWY HAUL DOES NOT INDEPENDENTLY ASSESS THE SUITABILITY, LEGALITY, REGULATORY COMPLIANCE, QUALITY OR ABILITY OF ANY CARRIERS, SHIPPERS, CARGO AND SHIPPING SERVICES SCHEDULED THROUGH THE USE OF THE PLATFORM, AND WE MAKE NO WARRANTY REGARDING THE FOREGOING. BY USING THE SERVICE, YOU OR YOUR SHIPMENTS MAY BE EXPOSED TO SITUATIONS THAT ARE POTENTIALLY DANGEROUS, OFFENSIVE, HARMFUL, UNSAFE OR OTHERWISE OBJECTIONABLE. YOU USE

THE SERVICE AT YOUR OWN RISK. YOUR INTERACTIONS WITH OTHER USERS AND THIRD PARTIES ARE SOLELY BETWEEN YOU AND SUCH USER OR THIRD PARTY. USERS AGREE THAT HWY HAUL WILL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE INCURRED AS THE RESULT OF ANY SUCH INTERACTIONS. IF THERE IS A DISPUTE BETWEEN ANY USERS OR THIRD PARTIES, HWY HAUL IS UNDER NO OBLIGATION TO BECOME INVOLVED.

YOU HEREBY WAIVE AND RELEASE HWY HAUL (AND OUR SUPPLIERS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS) FROM, AND HEREBY WAIVE AND RELINQUISH, EACH AND EVERY PAST, PRESENT, AND FUTURE DISPUTE, CLAIM, CONTROVERSY, DEMAND, RIGHT, OBLIGATION, LIABILITY, ACTION AND CAUSE OF ACTION OF EVERY KIND AND NATURE (INCLUDING PERSONAL INJURIES, DEATH, AND PROPERTY DAMAGE), ARISING FROM YOUR USE OF THE SERVICE, OR IN ANY WAY RELATED TO OTHER USERS OR THIRD PARTIES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

#### **24. GOVERNING LAW, ARBITRATION AND JURISDICTION**

PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS.

All matters relating to your access to, or use of, this Website will be governed by U.S. federal law or the laws of the State of California.

Any dispute, claim or controversy arising out of or relating to these Website Terms, including the determination of the scope or applicability of these Website Terms to arbitrate, will be determined by arbitration in the State of California before one arbitrator. The arbitration will be administered by the American Arbitration Association (“AAA”) under the Commercial Arbitration Rules and Supplementary Procedures for Consumer Related Disputes then in effect for the AAA, except as provided herein. Judgment on the Award may be entered in any court having jurisdiction. ANY ARBITRATION UNDER THESE WEBSITE TERMS AND CONDITIONS WILL TAKE PLACE ON AN INDIVIDUAL BASIS. THE PARTIES AGREE THAT THEY ARE WAIVING THEIR RIGHT TO PARTICIPATE IN CLASS ACTION. This Section will not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

You may not access, download, use, or export the information, software, products or services contained on this website in violation of U.S. export laws or regulations, or in violation of any applicable local laws or regulations.

## **25. SEVERABILITY**

In the event any provisions of these Website Terms are found to be contrary to any law or regulation of an administrative or governmental agency or body, such provision will be modified and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect. In the event such a provision cannot be modified and becomes invalidated or unenforceable, its invalidation or unenforceability will not affect the validity or enforceability of any other provision of these Website Terms.

## **26. RELATIONSHIP OF PARTIES**

The parties hereto are independent contractors, and nothing contained herein shall be interpreted as creating any relationship other than that of independent contracting parties. The parties shall not be construed as being partners, joint ventures, shareholders, employer/employee, agent/servant. The User has no power or authority to bind Hwy Haul to any obligation, agreement, debt or liability. The User shall not hold itself out as an agent or representative of Hwy Haul.

## **27. CONTACTING HWY HAUL**

If you have any questions about this Website Terms or any of the related terms i.e., either the Online Shipper Contract or the Online Carried Contract, please feel free to contact us at [info@hwyhaul.com](mailto:info@hwyhaul.com).

**PLEASE NOTE THAT BY USING THE HWY HAUL WEBSITE, APP AND/OR SERVICES EITHER AS A SHIPPER, A CARRIER, OR A USER YOU ARE AGREEING TO BE BOUND BY AND TO COMPLY WITH THE TERMS DESCRIBED HEREIN. IF YOU DO NOT AGREE TO THESE WEBSITE TERMS, PLEASE DO NOT USE OUR WEBSITE, THE APP, THE SERVICES, AND EXIT THIS PAGE IMMEDIATELY.**

## **28. ASSIGNMENT**

These Website Terms are only for your benefit. You shall have no right to assign these Website Terms or any benefits or obligation hereunder to any other party or legal entity. Any attempted assignment shall be void and would lead to termination of your account.

#### **29. ORDER OF PRECEDENCE**

To the extent that there is an inconsistency between these Website Terms and the terms contained in the [Shipper Contract or the Carrier Contract](#), the [Shipper Contract and the Carrier Contract](#) will take precedence over the Website Terms,

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**IF YOU ARE A SHIPPER, PLEASE CLICK THROUGH TO THE FOLLOWING LINK AND READ AND AGREE TO THE FOLLOWING CONTRACT.**

- [Shipper Contract](#)

**IF YOU ARE A SHIPPER, PLEASE CLICK THROUGH TO THE FOLLOWING LINK AND READ AND AGREE TO THE FOLLOWING CONTRACT.**

- [Carrier Contract](#)