

**Bid Drivers, LLC Terms of Use  
And End User License Agreement (“EULA”)**

Version 11/11/17

The Bid Drivers app is similar in some ways to rideshare, but used to transport cargo instead of people. With this simple to use app, people can quickly post delivery or moving requests and find and hire a truck driver based on criteria such as bid price, in-app reviews, proximity, licenses held or driver profile. Drivers receive notices about and can bid on shipments within their chosen radius. Drivers work directly for Shippers, set their own rates and are able to receive the full amount of their bid. The use of phone data is required. Wireless internet should be turned off when using the app.

This Terms of Use And End User License Agreement is the binding agreement and contract that applies to any person or entity who makes any access and/or any use of the Bid Drivers mobile application, website and/or other online products, services, and information. **These terms of use may be supplemented or amended from time at [BidDrivers.com/terms-of-use](http://BidDrivers.com/terms-of-use) and any such supplementations and/or amendments shall be deemed to be a part of these terms of use and the agreement between the parties as if set out herein verbatim, ad infinitum (continuing forever into the future without limit).**

ARTICLE 1

DEFINITIONS

1.1 The following words and phrases as used in this Agreement shall have the meaning as set forth herein.

(a) **“Bid Drivers”** means Bid Drivers, LLC a Texas limited liability company.

(b) **“We”, “Us”, or “Our”** means and refers to Bid Drivers.

(c) **“App”** means the Bid Drivers mobile application available for download to your Android™ or Apple™ smartphone.

(d) **“Site” or “Website”** means the Bid Drivers internet website located at [BidDrivers.com](http://BidDrivers.com).

(e) **“Bid Drivers Platform”** means the App, Website, and/or other online products, services, and information available from or through Bid Drivers.

(f) **“You” and “Yours” and “User” and “Users”** means any person or entity who makes any access and/or any use of any part or portion of the Bid Drivers Platform.

(g) **“Shipper”** means a Person seeking to find and negotiate directly with a Driver to arrange the transport of Property to another location for a fee paid by Shipper to Driver. A Shipper can also be a Broker with shipping authority that is responsible for procuring shipment and delivery for other Shippers and Receivers. **(Note: Shippers are not the agents, employees, or contractors of Bid Drivers, and Bid Drivers assumes no responsibility for the actions of either Shippers or Drivers).**

(h) **“Driver”** means a person who is acting solely as a self-employed independent contractor, and who is seeking to find a Shipper willing to hire them to transport the Shipper’s Property for

a fee to be paid by Shipper to Driver. **(Note: Bid Drivers does not make any payments to Drivers. Payments by Shippers go directly to the Drivers they hire, and such payments do not at any time pass through the accounts or control of Bid Drivers. Drivers are not the agents, employees, or contractors of Bid Drivers, and Bid Drivers assumes no responsibility for the actions of either Shippers or Drivers).**

(i) **“Person”** means a natural person or an entity (e.g., a sole proprietorship, partnership, limited liability company, corporation, or trust).

(j) **“Terms”** or **“Agreement”** means and refers to this agreement and binding including all its provisions and covenants between You and Bid Drivers.

(k) **“Property”** means and refers to property personally owned by the Shipper or property that the Shipper has proper legal authority to arrange transportation for.

(l) **“Smartphone Platform”** refers to any mobile phone platform where Bid Drivers can be downloaded.

(m) **“Service”** or **“Services”** means any task or tasks provided by Drivers acting as sole proprietors or any other business entity.

## ARTICLE 2

### DESCRIPTION OF THE BID DRIVERS PLATFORM

2.1 The Bid Drivers Platform provides an internet location (i.e. an internet marketplace or meeting spot), App, Website, and/or other online products, functionality, and information which allows Shippers looking for a Driver with a truck, cargo trailer, or other cargo-friendly vehicle to find willing Drivers able to help them transport Property from one location to another. Shippers use the App and its tools to describe the cargo to be transported, level of help needed with loading and unload, and other particulars for the job, and Drivers then use the App and its tools to bid the price they would charge to provide the described transportation and services. Instructions are provided in the Bid Drivers Platform and should be followed.

2.2 The Shipper then selects one of the bidding Drivers and makes a payment. After this step, the Shipper and Driver will be able to communicate with each other via phone or text to go over any details such as scheduling. The Shipper's payment to the Driver is designed to be held by the Shipper's bank for up to 7 days pending confirmation of delivery.

2.3 The App and its specialized tools also allows Shippers to submit reviews on a Driver's services, to research past reviews on Drivers, to view Driver profiles, to arrange either ASAP pick up (or a pick up date and time range) for the items to be transported, to make secure payment online using Stripe (our payment processor), and then track the location of a Driver and their shipment. (Tracking of Driver's location is only available when the Driver is in GPS range, has GPS turned on and is using the Bid Drivers app to navigate the delivery to the addresses within the App). Shippers are also welcome to follow Driver in another vehicle.

2.4 The bid amount that the Shipper sees will include both the amount requested by Driver plus the (currently 18%) add-on App fee paid to Bid Drivers for its work in providing or making available the smartphone application, internet location, payment of credit card processing fees, specialized tools, smartphone applications, maintenance of the database and other administrative responsibilities.

2.5 The Bid Drivers Platform allows Drivers to find Shippers within a set radius in miles or kilometers. This radius can be changed for each Driver as often as that Driver may wish. Drivers may choose those requests for bids to which they wish to reply.

2.6 The Bid Drivers App is designed to give the Driver the full amount of their bid as payment once delivery is confirmed. As a result of Stripe rounding down certain fraction of a cent fees, the Driver may also receive an extra penny.

2.7 Phone data is required to properly use the App. Your phone's wireless internet should be turned off while actively using Bid Drivers to prevent errors and malfunctions. If cannot get a decent phone signal in a particular area, you may need to use this App from another location.

2.8 Instructions and other documents contained at the [BidDrivers.com](http://BidDrivers.com) website may contain additional information about the Bid Drivers Platform.

## ARTICLE 3

### TERMS OF USE AND EULA

#### 3.1 **Accepting This Agreement:**

(a) **BY DOWNLOADING THE APP OR OTHERWISE ACCESSING OR USING THE BID DRIVERS PLATFORM, YOU AGREE TO BE BOUND BY ALL OF THE TERMS HEREIN.**

(b) Please read all of the Terms before you use the Bid Drivers Platform. If a term does not make sense to you, please contact us at [support@BidDrivers.com](mailto:support@BidDrivers.com).

(c) **If you don't agree to all of the Terms below, you may not use the Bid Drivers Platform.**

#### 3.2 **Modifications:**

(a) We reserve the right to change these Terms from time to time. For example, we may need to change these Terms if we come out with a new feature. If we make changes, we will notify you by revising the date at the top of the policy and, in case of material changes, we will provide you with 30 days additional notice via email. We encourage you to review these Terms periodically to stay informed about our practices.

(b) Whenever we make changes to these Terms, they are effective when the revised Terms are posted at [BidDrivers.com/terms-of-use](http://BidDrivers.com/terms-of-use) unless notify you otherwise. If you continue to use the Bid Drivers Platform after the revised terms have been posted, then you will be deemed to have accepted the changes to these Terms.

#### 3.3 **Privacy Policy:**

(a) For information about how we collect, use and share information about users of the Bid Drivers Platform, please see our Privacy Policy at: [BidDrivers.com/privacy-policy](http://BidDrivers.com/privacy-policy).

(b) Our third party mapping software's privacy policy can be found at:

[developers.google.com/maps/terms](https://developers.google.com/maps/terms). Our third party payment processor's privacy policy can be found at: [stripe.com/us/privacy](https://stripe.com/us/privacy).

### **3.4 Representations And Warranties Of Shippers:**

(a) Shipper represents and warrants to Bid Drivers and Drivers that any and all items of property the Shipper seeks to have transported belong to Shipper and/or that Shipper has all necessary right, title, and permission to request and allow and/ or participate in the loading, unloading, moving, packing, or lifting of such property, and that the performance of the Services by a Driver will not result in the violation of any other third party's rights thereto or therein. Shipper represents that they are not shipping anything that is illegal where they live nor is illegal at any point along the route.

**(b) If the Shipper is having property picked up from and/or delivered to places where they will not be present, they agree to list the the names and addresses of any other Shipping or Receiving persons within the "Description" of items shipped on the "Find a Truck" page. The Driver may ask Shipper (or anyone involved that is a part of the shipment process) for ID and/or a signature.**

**(c) If the Shipper is a Broker they should provide all authority information in "Description" text box under "Find a Truck".**

(d) The Shipper represents and warranties that any and all shipment requests created will follow local, state, and national laws both where originating and for any areas traveled through during the shipment.

### **3.5 Representations And Warranties Of Drivers:**

**(a) Driver represents that they are knowledgeable of, and following all national, state or local laws or regulations and that they are properly licensed to do the job in their area and in any other areas they will be passing through during the shipment.**

**(b) Driver represents that they are able to do the shipment safely, legally and without causing a hazard to the contents, to himself, to his truck or to other drivers.**

### **3.6 Creating Accounts:**

(a) When you create an account you must maintain the security of your password and accept all risk that someone may access your account without your permission. If you discover or suspect any Bid Drivers Platform security breaches, please let us know as soon as possible. You represent and warrant to us that all information that you provide in connection with your account is accurate, truthful, current and complete. You further represent and warrant that you will update and keep current, accurate, truthful and complete all such information for so long as you have an account with Bid Drivers and access to use the Bid Drivers Platform. Bid Drivers reserves the right to deny any account at our discretion.

(b) You must be at least 18 years old to use this app. Anyone under 18 that is discovered to be using the app will be promptly removed. Please notify Bid Drivers if you are aware of underage use.

### **3.7 Payment for Services:**

(a) The Shipper must provide credit card information to submit a Request. The Shipper is responsible for paying the applicable Services Fee for any completed Services. Once you submit a Request, we will place a temporary hold on the credit card account you provided in an amount equal to

100% of the applicable Services Fee. The Services Fee already includes a 18% fee to Bid Drivers. For details on what that fee is used for, see paragraph 2.4.

(b) Once you and the Driver have verified that the Services are completed, press the “Confirm Delivery” button to release payment to the Driver. The Driver is encouraged to take before and after photos of the item or items moved to use as documentation. See paragraph 3.12 for information regarding disputes between Shipper and Driver.

(c) **You agree to make all payments to the Driver through the Bid Drivers Platform and will not pay any Driver in cash or means other than directly through the Bid Drivers Platform.** (Note: This item does not prohibit paying the Driver a cash “tip” provided the “tip” payment is not used as a means to avoid paying the full price for services rendered through the Bid Driver Platform).

### 3.8 **Canceling a Request:**

(a) When canceling a shipment, Shipper should give as much notice as possible. Phone or text communication prior to your actual cancellation within the App is preferred. You will receive a refund to your credit card which takes time. It is best to work things out with your original Driver, if possible.

(b) If a Driver needs to cancel or reschedule a shipment, they should contact the Shipper directly via phone call, text or email so that the Shipper is not inconvenienced and can make other plans if necessary.

(c) Frequent cancellations by Shipper or Driver may result in loss of App privileges.

### 3.9 **Right to Use the Bid Drivers Platform:**

(a) On the condition that you fully comply with these Terms, Bid Drivers grants you a limited, nonexclusive, non-transferable and revocable license to access and use the Bid Drivers Platform for Your own use expressly authorized within the Terms of Use. The App may only be used on mobile devices that you own or control. The Terms of this license will also govern any upgrades provided by Bid Drivers that replace and/or supplement the original App, unless the upgrade is accompanied by a separate license, in which case the terms of that license will govern.

Except as expressly authorized by these Terms, you may not (i) modify, disclose, alter, translate or create derivative works of the Bid Drivers Platform, (ii) license, sublicense, resell, distribute, lease, rent, lend, transfer, assign or otherwise dispose of the Bid Drivers Platform, (iii) disassemble, decompile or reverse engineer any of the software components of the Bid Drivers Platform, (iv) copy, frame or mirror any part of the Bid Drivers Platform, (v) interfere with or disrupt the integrity or performance of the Bid Drivers Platform, (vi) attempt to gain unauthorized access to the Bid Drivers Platform or its related systems or networks or (vii) encroach on Bid Drivers intellectual property in any way.

### 3.10 **Prohibited Use of the Bid Drivers Platform:**

(a) You may not post or otherwise make available on or through the Bid Drivers Platform any of the following:

- (i) Private information of any other person(s) (including names, email addresses, phone numbers, Social Security numbers and financial information);

- (ii) Content that is libelous, defamatory, abusive, offensive or hateful;
- (iii) Content that is obscene, pornographic, indecent or sexually explicit, depicts graphic, excessive or gratuitous violence;
- (iv) Content that is illegal, harmful or offensive or that would encourage, solicit, foster, glorify or provide instructions for any criminal or civil offense;
- (v) Content that may infringe, misappropriate or violate any intellectual property rights, rights of privacy, rights of publicity or any other rights of others;
- (vi) Viruses, corrupted data or other harmful, disruptive or destructive files or code;
- (vii) Content that, in Bid Drivers' judgment, is objectionable, may restrict or inhibit another from enjoying the Bid Drivers Platform or may expose Bid Drivers or users of the Bid Drivers Platform to harm or liability of any type; and/or
- (viii) Content that you are contractually or legally required to keep confidential.

(b) Also, you may not do any of the following in connection with the Bid Drivers Platform or other users:

- (i) Use the Bid Drivers Platform in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Bid Drivers Platform or that could damage, disable, overburden or impair
- (ii) Collect any unauthorized personal information about other users
- (iii) Intimidate, threaten, stalk, bully or otherwise harass other users;
- (iv) Post spam or commercial messages through the Bid Drivers Platform; the functioning of the Bid Drivers Platform;
- (v) Create an account or submit a Request if you are not of legal age to enter into contractual agreements in your area;
- (vi) Use the Bid Drivers Platform for any illegal or unauthorized purpose or to engage in, encourage or promote any activity that is unlawful or unsafe or that violates these Terms; or
- (vii) Circumvent or attempt to circumvent any filtering, security measures, rate limits or other features designed to protect the Bid Drivers Platform, its users, or third parties.

### 3.11 **Use Of Bid Drivers Platform Is At Your Own Risk:**

(a) Your use of the Bid Drivers Platform is at your own risk. Bid Drivers is not responsible or liable for the conduct of, or your interactions with, any Drivers or other users (whether

online or offline) or for any related damage or harm. As a provider of interactive services, Bid Drivers is not liable for the content of any information exchanged through the Bid Drivers Platform. Although Bid Drivers has no obligation to screen, edit, or monitor such exchanges of information, Bid Drivers reserves the right, and has the discretion, to screen, edit, or remove any information and/or user, at any time or for any reason, without notice. It is the responsibility of Shippers and Drivers to use proper judgment when dealing with other App users and special care when loading, transporting or unloading items with the highest emphasis on safety.

(b) **Do not use Bid Drivers App to transport anything irreplaceable or priceless.**

(c) You agree that Bid Drivers App is not responsible for any sort of damages to your phone, or data.

### 3.12 **Disputes Between Shipper And Driver:**

(a) The Bid Drivers Platform is merely a neutral means of connecting Shippers with Drivers. Bid Drivers does not represent or warrant that any Driver will meet your expectations or instructions in performing any Services. Shippers will be directly hiring Drivers to perform Services for them and Shippers and Drivers agree that Drivers are not employees, sub-contractors, contractors or agents of Bid Drivers.

(b) Driver has the right to refuse a shipment that the Driver deems suspicious or unsafe unless the Shipper is able to fully alleviate any concerns of the Driver.

(c) In the event of a dispute between Driver and Shipper, the damaged party should contact the police and/or an attorney of their choice. All parties to a dispute should document the facts as best as possible to preserve their claims for presentation in court. All disputes are the responsibility of the Shipper and Driver to prosecute and/or settle.

(d) In the event of a disputed charge by the cardholder, a US bank will charge \$15 to the Driver via Stripe for their investigation. You can read more about Stripe's dispute process here: [stripe.com/docs/disputes](https://stripe.com/docs/disputes). If the charges end up getting reversed by the bank in the cardholders favor, the Driver should contact Bid Drivers for a full refund of the money that we collected after paying the Stripe transaction fees.

(e) Any dispute between Shipper and Driver regarding the performance of any Services or payment for same, including without limitation any dispute related to the time, place, and manner of doing so, **is solely between Shipper and Driver. Bid Drivers has no ability to withhold or reclaim money paid, to force payment to any person, or to otherwise settle any dispute.**

(f) **Bid Drivers is not responsible for the replacement or repair of any property or vehicle that may be damaged by any person, Shipper, or Driver.**

### 3.13 **Reporting and Removal:**

(a) Bid Drivers Users may report content to Bid Drivers that they think violates these Terms, and Bid Drivers may remove such content, suspend or terminate the account of the User who posted or otherwise made available such content and/or take additional action to enforce these Terms against such user.

(b) Also, in accordance with the Digital Millennium Copyright Act (**DMCA**) and other applicable law, Bid Drivers has adopted a policy of terminating, in appropriate circumstances and at Bid

Drivers' sole discretion, subscribers or account holders who are deemed to be repeat infringers. Bid Drivers may also at its sole discretion limit access to the Bid Drivers Platform or terminate the accounts of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

(c) If you believe that anything on the Bid Drivers Platform infringes upon any copyright that you own or control, and you wish to file a notification with Bid Drivers' Designated Agent, please contact us at:

(i) Bid Drivers, LLC

112 W. Hopkins St.

San Marcos, TX 78666

USA

(ii) Please see 17 U.S.C. § 512(c)(3) for the requirements of a proper notification. If you knowingly misrepresent in your notification that the material or activity is infringing, you may be liable for any damages, including costs and attorneys' fees, incurred by Bid Drivers or the alleged infringer as the result of Bid Drivers relying upon such misrepresentation in removing or disabling access to the material or activity claimed to be infringing.

### 3.14 **Bid Drivers' Rights:**

(a) As between You and Bid Drivers, all information, materials and content of the Bid Drivers Platform, including text, graphics, data, formatting, graphs, designs, HTML, look and feel, photographs, music, sounds, images, software, videos, designs, typefaces, source and object code, format, queries, algorithms and other content is owned by Bid Drivers or is used with permission.

(b) When you create, share, link to, or otherwise make available any Requests, you grant us a nonexclusive, royalty-free right to use and display such Requests on the App. Bid Drivers reserves all rights not expressly set forth in these Terms.

### 3.15 **Location Information:**

(a) The Bid Drivers Platform collects location information and it will be used and disclosed as set forth in the Privacy Policy at: [BidDrivers.com/privacy-policy](https://biddrivers.com/privacy-policy).

(b) .By accepting these Terms or using the App you affirmatively consent to Bid Drivers' collection, use, disclosure and storage of your location information. You may revoke your consent with respect to Bid Drivers' collection, use, disclosure and/or storage of Driver's location by deleting the App from your mobile device. Please know that if you revoke your consent by doing one of the foregoing or you delete or deactivate your account, we may retain certain information as required by law or for legitimate business purposes. We may also retain cached or archived copies of information about you for a certain period.

(c) The map location of any Driver when placing a bid will appear on a map seen by the Shipper along with those of any other bidding Drivers. That map is visible to the Shipper since proximity may be a factor in Shipper's choice of Driver. The mapped location shown on the bid will not move when the Driver moves. **If a Driver is a placing a Bid from any location that they would not want to show**



**up on the map viewed by Shipper for any reason (including security or privacy concerns), they agree to place their bid from somewhere else.**

**3.16 Disclaimers:**

(a) EXCEPT AS REQUIRED OTHERWISE OF BID DRIVERS BY APPLICABLE LAW, THE BID DRIVERS PLATFORM AND ANY OTHER SERVICE AND CONTENT INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SERVICE (INCLUDING REQUESTS) ARE PROVIDED TO YOU ON AN "AS IS," "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM AND EXCLUDE ANY AND ALL OTHER WARRANTIES, CONDITIONS, AND REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), AND ALL OTHER TERMS WHICH MAY BE IMPLIED INTO THESE TERMS BY LAW, WITH RESPECT TO THE BID DRIVERS PLATFORM AND CONTENT INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE BID DRIVERS PLATFORM (INCLUDING REQUESTS) AND THE SERVICES PERFORMED BY DRIVERS.

**3.17 Limitation of Liability:**

(a) TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL BID DRIVERS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHATSOEVER INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROPERTY, PHYSICAL LOSSES, INJURY, DEATH OR ANY OTHER DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO THESE TERMS, THE BID DRIVERS PLATFORM (INCLUDING THE APP AND ANY REQUEST OR BID), SERVICES PERFORMED BY DRIVERS, AND/OR THIRD-PARTY SERVICES OR MATERIALS, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY) AND EVEN IF BID DRIVERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU.

(b) FOR ANY LOSS OR DAMAGE THAT IS NOT EXCLUDED UNDER THESE TERMS, THE TOTAL LIABILITY OF BID DRIVERS AND ITS DIRECTOR, EMPLOYEES, AGENTS, AFFILIATES AND INVESTORS WILL NOT EXCEED THE FEE TO DOWNLOAD THE APP (IF ANY) AS OPPOSED TO ANY OTHER FEES/COSTS INCLUDING, BUT NOT LIMITED TO, ANY FEES ASSOCIATED WITH YOUR DEVICE.

**3.18 Indemnification:**

(a) You will defend us from and against any actual or threatened suits, actions, proceedings (at law or in equity), and claims, and indemnify us for any and all damages, payments, deficiencies, fines, judgments, settlements, liabilities, losses, costs, and expenses (including reasonable attorneys' fees, costs, penalties, interest, and disbursements) arising from or related to any of your conduct with respect to the Bid Drivers Platform or your violation (or alleged violation) of these Terms or the rights of any third party by you or any person using your Bid Drivers account.

**3.19 Third Party Software:**

(a) The software you download consists of a package of components, including certain third party software provided under separate third party license Terms. Your use of this third party software in conjunction with the App in a manner consistent with the terms of these Terms is permitted,

however, you may have broader rights under the applicable third-party license terms, and nothing in these Terms is intended to impose further restrictions on your use of this third-party software.

### **3.20 Changes To The Bid Drivers Platform:**

(a) Bid Drivers reserves the right in our discretion to review, improve, change or discontinue, temporarily or permanently, the Bid Drivers Platform and/or any features, information, materials or content on the Bid Drivers Platform with or without providing notice to you. Bid Drivers will not be liable to you or any third party for any changes or discontinuance of the Bid Drivers Platform or any part of the Bid Drivers Platform.

### **3.21 Consent To Electronic Communications:**

(a) By using the Bid Drivers Platform, you agree that we may communicate with you electronically regarding your use of the Bid Drivers Platform and that any notices, agreements, disclosures or other communications that we send to you electronically will satisfy any legal communication requirements, including that the communications be in writing. If you wish to withdraw your consent from receiving electronic notices, you must delete the App.

### **3.22 Suspension and Termination:**

(a) Bid Drivers may suspend or terminate your rights to access or use the Bid Drivers Platform (including the App) for any reason or for no reason at all and with or without notice at Bid Drivers' discretion. Suspension or termination may include restricting access to and use of the App. All of the terms of these Terms (excluding the license grant) will survive any termination or suspension.

(b) Please report any suspected illegal or unethical behavior by a Shipper or Driver to Bid Drivers by emailing: [support@BidDrivers.com](mailto:support@BidDrivers.com).

### **3.23 Governing Law; Arbitration:**

(a) PLEASE READ THE FOLLOWING PARAGRAPHS CAREFULLY BECAUSE THEY REQUIRE YOU TO ARBITRATE DISPUTES WITH BID DRIVERS AND LIMIT THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM BID DRIVERS.

(b) These Terms shall be controlled, construed and given effect by and under the laws of the State of Texas, without reference to any conflict of laws principles, as if the Agreement was entered into solely by residents of the State of Texas and was fully performable solely within the State of Texas.

(c) In the event of any controversy or claim arising out of or relating in any way to these Terms or the Bid Drivers Platform, you and Bid Drivers agree to consult and negotiate with each other and, recognizing your mutual interests, try to reach a solution satisfactory to both parties. If we do not reach settlement within a period of 60 days, then either of us may, by notice to the other demand mediation under the mediation rules of the American Arbitration Association in Austin, Texas. We both give up our rights to litigate our disputes and may not proceed to arbitration without first trying mediation, but you and Bid Drivers are NOT required to arbitrate any dispute in which either party seeks equitable and other relief from the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets or patents. Whether the dispute is heard in arbitration or in court, you and Bid Drivers will not commence against the other a class action, class arbitration or other representative action or proceeding.

(d) If settlement is not reached within 60 days after service of a written demand for mediation, any unresolved controversy or claim will be resolved by arbitration in accordance with the rules of the American Arbitration Association before a single arbitrator in Austin, Texas. The language of all

proceedings and filings will be English. The arbitrator will render a written opinion including findings of fact and law and the award and/or determination of the arbitrator will be binding on the parties, and their respective administrators and assigns, and will not be subject to appeal. Judgment may be entered upon the award of the arbitrator in any court of competent jurisdiction. The expenses of the arbitration will be shared equally by the parties unless the arbitration determines that the expenses will be otherwise assessed and the prevailing party may be awarded its attorneys' fees and expenses by the arbitrator. It is the intent of the parties that, barring extraordinary circumstances, arbitration proceedings will be concluded within 90 days from the date the arbitrator is appointed. The arbitrator may extend this time limit only if failure to do so would unduly prejudice the rights of the parties. Failure to adhere to this time limit will not constitute a basis for challenging the award. Consistent with the expedited nature of arbitration, pre-hearing information exchange will be limited to the reasonable production of relevant, non-privileged documents, carried out expeditiously.

(e) For any disputes that are not handled by arbitration, you agree that any action at law or in equity arising out of or relating to these Terms shall be filed only in the state and federal courts located in Austin, Texas and you hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts over any suit, action or proceeding arising out of these Terms or the use of the Bid Drivers Platform.

### 3.24 **Taxes:**

(a) Taxes or any other charges, fees or levies that are payable to any taxing authority in connection with your transactions are your sole responsibility.

(b) Our payment processor will issue Drivers with a US based bank account a 1099K tax form IF the Driver generates more than \$20,000 USD in gross volume AND has more than 200 charge transactions. (This also applies to non-US citizens). If you, as a Driver do not reach this threshold for receiving a 1099K form and wish to access your income data, please follow the export instructions at this link: [support.stripe.com/questions/will-i-receive-a-1099-k-and-what-do-i-do-with-it](https://support.stripe.com/questions/will-i-receive-a-1099-k-and-what-do-i-do-with-it).

### 3.25 **Notice Regarding Smartphone Platforms:**

(a) **Smartphone Platforms and Other Third-Party Beneficiaries.** You acknowledge and agree that all Smartphone Platforms and their subsidiaries are third-party beneficiaries of this Agreement and further that (a) upon your acceptance of the Terms of Use of this Agreement, any smartphone platforms will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third-party; (b) this Agreement is conducted between you and Bid Drivers only, and not the Smartphone platforms; (c) Bid Drivers, and not any Smartphone platforms, are solely responsible for the Software and the content thereof; (d) Smartphone platforms have no obligation whatsoever to furnish any maintenance and support services with respect to the Software; (e) to the maximum extent permitted by applicable law, Smartphone platforms will have no warranty obligation with respect to the Software; and Bid Drivers, and not Smartphone platforms, will be responsible for any claims, losses, liabilities, damages, costs or expenses attributable to any failure of the Software to conform to any applicable warranty; (f) in the event of any third party claim that the Software or your possession and use of that Software infringes that third party's intellectual property rights, the Smartphone Platforms will not be responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim; and (g) Smartphone Platforms will not be responsible for addressing any of your claims or any third party claims relating to the Software or your possession and/or use of the Software, including, but not limited to: (i) product liability claims; (ii) any claim that the Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

### 3.26 **Notice for California Users:**

(a) If you are a California resident, you may have these Terms mailed to you

electronically by sending a letter to the address above with your electronic mail address and a request for these Terms. Under California Civil Code Section 1789.3, California Website users are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 N. Market Blvd., Suite **S-202, Sacramento, California 95834, or by telephone at (800) 952-5210.**

### 3.27 **General:**

(a) Enforcement of these Terms is solely at Bid Drivers' discretion. Failure to enforce any part of these Terms in some instances does not constitute a waiver of our right to enforce the same or other part of these Terms in other instances. If any provision of these Terms is or becomes unlawful, void or otherwise unenforceable (including the warranty disclaimers and liability limitations above), then that provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision, and the remaining provisions of these Terms will continue in full force and effect. The section headings of these Terms are for reference purposes only and will not affect the meaning or interpretation of these Terms.

**(b) These Terms (and the other policies and terms referred to above) make up the entire agreement between you and us regarding the Bid Drivers Platform and the Services, and they supersede any prior agreements that may have been made.**

### 3.28 **Contact Us:**

If you have any questions about these Terms, please email us at [support@BidDrivers.com](mailto:support@BidDrivers.com) or send a letter to:

Bid Drivers, LLC.  
112 W. Hopkins St.  
San Marcos, TX 78666  
USA

