

# GRUBLE TECHNOLOGIES TERMS OF SERVICE

Effective as of: 10/10/2022

## 1. Contractual Relationship with GRUBLE Technologies

These terms of service (these "**Terms**") constitute a LEGALLY BINDING AGREEMENT between you and GRUBLE Technologies, Inc., a Virginia corporation (collectively, "**GRUBLE Technologies**," "**we**," "**us**," or "**our**"), governing your use of the GRUBLE Technologies application, website, and technology platform (collectively, the "**GRUBLE Technologies Platform**"). By accessing or using the GRUBLE Technologies Platform, you expressly acknowledge that you understand, accept and agree to be legally bound by these Terms (**INCLUDING THE DISPUTE RESOLUTION AND ARBITRATION PROVISIONS SET FORTH IN THESE TERMS**). If you do not agree to be bound by these Terms, you may not use or access the GRUBLE Technologies Platform.

## 2. The GRUBLE Technologies Platform & Services

The GRUBLE Technologies Platform provides an intuitive system for customers ("**Contractors**") to manage contracted (external) or wholly-owned (internal) transportation of loads and other jobs to be completed, including a marketplace that can match such Contractors with transportation service Brokers ("**Brokers**") for contracts to complete listed jobs, and where Contractors and Brokers can contract with individual persons or companies who provide actual transportation services with respect to those jobs ("**Haulers**"). Contractors, Brokers and Haulers are collectively referred to herein as "**Users**." Each User shall create a User account that enables their access to the GRUBLE Technologies Platform. Each User shall further agree to the corresponding GRUBLE Technologies Terms of Service addendum specific to it as a Contractor, Broker, or Hauler in addition to these Terms (collectively, "**Addenda**").

GRUBLE Technologies is a comprehensive trucking technology solution, connecting the functions of ordering, tracking, analyzing and payment. **However, under these terms, GRUBLE Technologies does not provide any such hauling services, broker services, or guarantee any jobs for Haulers. Neither does GRUBLE Technologies manage Brokers or have its own vehicles for hauling, nor does it supply any similar services.**

For purposes of these Terms, use of the GRUBLE Technologies Platform in any way to contract for, manage, coordinate, and/or provide hauling services shall be referred to collectively as the "**Services**." Any decision by a User to use, offer or accept Services is a decision made in such User's sole discretion. Each Service provided by a User to another User through the GRUBLE Technologies Platform shall constitute a separate agreement between such persons; GRUBLE Technologies is not and will not become a party to any such agreement or arrangement. **Resolving disputes between Users is the sole responsibility of those Users. In the event of disputes between or among Users about Services, GRUBLE Technologies is not a party or an arbitrator to such dispute. GRUBLE Technologies has the right to withhold Payments (defined below) with regard to any Services**

**in dispute until all Users involved agree and confirm the resolution of such dispute in writing with GRUBLE Technologies.**

### 3. Modification of these Terms

In the event GRUBLE Technologies modifies these Terms, such modifications shall be effective immediately upon posting and you will be notified of such updates and required to accept them prior to continued use of the GRUBLE Technologies Platform. GRUBLE Technologies reserves the right to modify any information referenced (or hyperlinked) in these Terms, and such modifications shall become effective immediately upon posting. Continued use of the GRUBLE Technologies Platform or Services after any such changes shall constitute your consent to be legally bound by such changes. Unless material changes are made to the arbitration provisions herein, you agree that modifications of these Terms do not create a renewed opportunity to opt out of arbitration (if applicable).

### 4. Charges & Payments

You understand that use of the Services will result in charges to you ("**Charges**") or payments to you for the services or goods you provide ("**Payments**"). **Charges will either be specified in Addenda, terms otherwise agreed to between you and GRUBLE Technologies in writing, or in terms you accept within the GRUBLE Technologies Platform.**

For Services you receive through the GRUBLE Technologies Platform, Payments for Charges for such Services will be owed directly to GRUBLE Technologies.

For Services you provide through the GRUBLE Technologies Platform, once such Services are approved and confirmed by the recipient of such Services, GRUBLE Technologies will make available Payments directly to you, all at the times and on the terms and conditions stated herein and in the Addenda.

Charges will be inclusive of applicable taxes where required by law. Charges may include other applicable fees, tolls, and/or surcharges, and such fees will be specified within the GRUBLE Technologies Platform. You acknowledge and agree that any amounts so paid to you shall not include any interest and will be net of any amounts that we are required to withhold by law.

You expressly authorize GRUBLE Technologies's service provider, Checkbook.io, to originate credit transfers or direct deposits to your financial institution account.

All Charges or Payments for Services provided in connection with the use of the GRUBLE Technologies Platform must be facilitated and paid by GRUBLE Technologies's choice of payment service provider. GRUBLE Technologies may replace its third-party payment services without notice to you.

**Unless otherwise explicitly agreed by GRUBLE Technologies in writing, no Broker or Hauler may accept any payment directly from any Contractor for Services provided in connection with the use of the GRUBLE Technologies Platform.**

Should GRUBLE Technologies resort to legal proceedings to collect past-due Charges and/or other unpaid fees, the User shall be responsible, in addition to the Charges and/or other fees, for paying GRUBLE Technologies's reasonable attorneys' fees and costs incurred in connection with such legal proceedings.

## 5. GRUBLE Technologies Communications

By becoming a User, you agree to receive communications from us, including via e-mail, text message, calls, and push notifications. You agree that texts, calls or pre-recorded messages may be generated by automatic telephone dialing systems. Communications from Gruble Technologies, its affiliated companies and/or Users, may include but are not limited to: operational communications concerning your User account or use of the GRUBLE Technologies Platform or Services, updates concerning new and existing features on the GRUBLE Technologies Platform, communications concerning promotions run by us or our third-party partners, and news concerning GRUBLE Technologies and industry developments. Standard text messaging charges applied by your cell phone carrier will apply to text messages we send.

## 6. Your Information and Posting

Your “**Information**” includes any information you provide, publish or post to or through the GRUBLE Technologies Platform (including any profile information you provide) or send to other Users (including via in- application feedback, any email feature, or through any GRUBLE Technologies-related social media posting).

You consent to us using your Information to create a User account that will allow you to use the GRUBLE Technologies Platform and participate in the Services. Our collection and use of personal information in connection with the GRUBLE Technologies Platform and Services is as provided in GRUBLE Technologies’s Privacy Statement located at <https://www.grubletech.com>. You are solely responsible for your Information and your interactions with other members of the public, and we act only as a passive conduit for your online posting of your Information. You agree to provide and maintain accurate, current and complete information and also agree that we and other members of the public may rely on your Information as accurate, current and complete. To enable GRUBLE Technologies to use your Information, you grant to us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, transferable, sub-licensable (through multiple tiers) right and license to exercise the copyright, publicity, and database rights you have in your Information, and to use, copy, perform, display and distribute such Information to prepare derivative works, or incorporate into other works, such Information, in any media now known or not currently known. GRUBLE Technologies does not assert any ownership over your Information; rather, as between you and GRUBLE Technologies, subject to the rights granted to us in these Terms, you retain full ownership of all your Information and any intellectual property rights or other proprietary rights associated with your Information.

You represent and warrant that: (i) you either are the sole and exclusive owner of all Information or you have all rights, licenses, consents and releases necessary to grant GRUBLE Technologies the license to the Information as set forth above; and (ii) neither the Information, nor your submission, uploading, publishing or otherwise making available of such Information, nor GRUBLE Technologies’s use of the Information 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 further agree to not provide Information that is defamatory, libelous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive, as determined by GRUBLE Technologies in its sole discretion, whether or not such material may be protected by law. GRUBLE Technologies may, but

shall not be obligated to, review, monitor, or remove Information, at GRUBLE Technologies's sole discretion and at any time and for any reason, without notice to you.

You may be able to create or log-in to your GRUBLE Technologies User account through accounts you may have with third-party social media platforms (each, an "**SMP**"). By connecting to GRUBLE Technologies through an SMP, you understand that GRUBLE Technologies may access, store, and make available any SMP content according to the permission settings of your SMP (e.g., friends, mutual friends, contacts or following/followed lists (the "**SMP Content**"). You understand that SMP Content may be available on and through the GRUBLE Technologies Platform to other Users. Unless otherwise specified in these Terms, all SMP Content, if any, shall be your Information.

## 7. Promotions and Referral Programs

GRUBLE Technologies, at its sole discretion, may make available promotions with different features to any Users or prospective Users. These promotions, unless made to you, shall have no bearing whatsoever on these Terms, or any other additional agreement or relationship with GRUBLE Technologies. GRUBLE Technologies reserves the right to withhold or deduct credits or benefits obtained through a promotion in the event that GRUBLE Technologies determines or believes that the redemption of the promotion or receipt of the credit or benefit was in error, fraudulent, illegal, or in violation of the applicable promotion terms or these Terms.

As part of your User account, GRUBLE Technologies may provide you with or allow you to create an "**GRUBLE Technologies Code**," a unique alphanumeric code for you to distribute to other persons (each a "**Referred User**") to become new GRUBLE Technologies Contractors or Brokers. GRUBLE Technologies Codes may only be distributed for promotional purposes and must be given away free of charge. You may not sell, trade, or barter your GRUBLE Technologies Code. You are prohibited from publicly advertising GRUBLE Technologies Codes. GRUBLE Technologies reserves the right to deactivate or invalidate any GRUBLE Technologies Code at any time in GRUBLE Technologies's discretion.

From time to time, GRUBLE Technologies may offer you with incentives to refer new Users to the GRUBLE Technologies community (the "**Referral Program**"). These incentives may come in the form of GRUBLE Technologies credits, and GRUBLE Technologies may set or change the incentive types, amounts, terms, restrictions, and qualification requirements for any incentives in its sole discretion. Your distribution of GRUBLE Technologies Codes and participation in the Referral Program is subject to these Terms and any rules for the Referral Program that we specify from time-to-time.

## 8. Restricted Activities

With respect to your use of the GRUBLE Technologies Platform and your participation in the Services, you agree that you will not:

- Violate any law, statute, rule, permit, ordinance or regulation;
- Interfere with or disrupt the Services or the GRUBLE Technologies Platform or the servers or networks connected to the GRUBLE Technologies Platform;
- Post Information or interact on the GRUBLE Technologies Platform or Services in a manner which is false, inaccurate, misleading (directly or by omission or failure to update information),

defamatory, libelous, abusive, obscene, profane, offensive, sexually oriented, threatening, harassing, or illegal;

- Use the GRUBLE Technologies Platform in any way that infringes any third party's rights, including but not limited to: intellectual property rights, copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy;
- For a period of six months after a User's most recent interaction (regardless of whether such interaction results in any provision of Services) with a Contractor, Broker or Hauler using the GRUBLE Technologies Platform, solicit or attempt to solicit such Contractor, Broker or Hauler with respect to providing any Services in any manner that does not use the GRUBLE Technologies Platform (it being understood that this provision will not prohibit Brokers and Haulers that have an employment or independent contractor relationship that existed prior to their use of the GRUBLE Technologies Platform from maintaining that pre-existing relationship);
- Post, email or otherwise transmit any malicious code, files or programs designed to interrupt, damage, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or surreptitiously intercept or expropriate any system, data or personal information;
- Forge headers or otherwise manipulate identifiers to disguise the origin of any information transmitted through the GRUBLE Technologies Platform;
- "Frame" or "mirror" any part of the GRUBLE Technologies Platform, without our prior written authorization or use meta tags or code or other devices containing any reference to us to direct any person to any other web site for any purpose; or
- Modify, adapt, translate, reverse engineer, decipher, decompile or otherwise disassemble any portion of the GRUBLE Technologies Platform or any software used on or for the GRUBLE Technologies Platform;
- Rent, lease, lend, sell, redistribute, license or sublicense the GRUBLE Technologies Platform or access to any portion of the GRUBLE Technologies Platform;
- Use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, scrape, "data mine", or in any way reproduce or circumvent the navigational structure or presentation of the GRUBLE Technologies Platform or its contents;
- Link directly or indirectly to any other web sites;
- Transfer or sell your User account, password and/or identification to any other party, unless in connection with a change of control of User, in which case User must seek GRUBLE Technologies's prior written consent, which shall not be unreasonably withheld;
- Discriminate against or harass anyone based on race, national origin, religion, gender, gender identity, physical or mental disability, medical condition, marital status, age or sexual orientation;
- Impersonate any person or entity;
- Stalk, threaten, or otherwise harass any person;
- Cause any third party to engage in the restricted activities above.

## 9. Representations, Warranties and Agreements

Each User represents, warrants, and agrees that it:

- Will not make any misrepresentation regarding GRUBLE Technologies, the GRUBLE Technologies Platform, the Services, or your status as a User;
- Will not attempt to defraud GRUBLE Technologies, Contractors, Brokers, or Haulers on the GRUBLE Technologies Platform or in connection with receiving Services;
- Consents to GRUBLE Technologies's obtaining information about you, including credit history, criminal and civil records, and you agree to provide any further necessary authorization to facilitate our access to such records during the term of the Agreement;
- Will pay all applicable federal, state and local taxes based on any provision of Services and any Payments received by you;
- Will only accept or provide Services with the vehicle that has been reported to, and approved by, GRUBLE Technologies, and for which a photograph and VIN number have been provided to GRUBLE Technologies; and
- Have a valid policy of liability insurance (in coverage amounts consistent with all applicable legal requirements and/or in amounts agreed to in any separate agreement with GRUBLE Technologies) for Services you provide or for the site at which you receive Services.

## 10. Intellectual Property

All intellectual property rights in the GRUBLE Technologies Platform shall be owned by GRUBLE Technologies absolutely and in its entirety. These rights include and are not limited to database rights, copyright, design rights, trademarks and other similar rights, in each such case whether registered or unregistered, wherever existing in the world together with the right to apply for protection of the same. All other trademarks, logos, service marks, company or product names set forth in the GRUBLE Technologies Platform are the property of their respective owners. You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information submitted by you to us are non-confidential and shall become the sole property of GRUBLE Technologies. GRUBLE Technologies shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

GRUBLE TECHNOLOGIES and other GRUBLE Technologies logos, designs, graphics, icons, scripts and service names are registered trademarks, trademarks or trade dress of GRUBLE Technologies in the United States and/or other countries (collectively, the "**GRUBLE Technologies Marks**"). Subject to your compliance with these Terms, GRUBLE Technologies grants to you, during the term of these Terms, a limited, revocable, non-exclusive license to display and use the GRUBLE Technologies Marks solely in connection with providing or receiving the Services through the GRUBLE Technologies Platform ("**License**"). The License is revocable at any time in GRUBLE Technologies's sole discretion, non-transferable, and non-assignable, and you shall not grant to any third party any right, permission, license or sublicense with respect to any of the rights granted hereunder without GRUBLE Technologies's prior written permission, which it may withhold in its sole discretion. The GRUBLE

Technologies Marks may not be used in any manner that is likely to cause confusion in the marketplace.

You acknowledge that GRUBLE Technologies is the owner and licensor of the GRUBLE Technologies Marks, including all goodwill associated therewith, and that your use of the GRUBLE Technologies Marks will confer no additional interest in or ownership of the GRUBLE Technologies Marks in you but instead inures to the benefit of GRUBLE Technologies. You agree to use the GRUBLE Technologies Marks strictly in accordance with any usage guidelines adopted by GRUBLE Technologies, as may be provided to you and revised from time to time, and to immediately cease any use that GRUBLE Technologies determines to be nonconforming or otherwise unacceptable.

You agree that you will not:

- Create any materials that incorporate the GRUBLE Technologies Marks or any derivatives of the GRUBLE Technologies Marks other than as expressly approved by GRUBLE Technologies in writing;
- Use the GRUBLE Technologies Marks in any way that tends to impair their validity as proprietary trademarks, service marks, trade names or trade dress, or use the GRUBLE Technologies Marks other than in accordance with the terms, conditions and restrictions herein;
- Take any other action that would jeopardize or impair GRUBLE Technologies's rights as owner of the GRUBLE Technologies Marks or the legality and/or enforceability of the GRUBLE Technologies Marks, including, without limitation, challenging or opposing GRUBLE Technologies's ownership in the GRUBLE Technologies Marks;
- Apply for trademark registration or renewal of trademark registration of any of the GRUBLE Technologies Marks, any derivative of the GRUBLE Technologies Marks, any combination of the GRUBLE Technologies Marks
- and any other name, or any trademark, service mark, trade name, symbol or word which is similar to the GRUBLE Technologies Marks; or
- Use the GRUBLE Technologies Marks on or in connection with any product, service or activity that is in violation of any law, statute, government regulation or standard.

Violation of any provision of this License may result in immediate termination of the License, in GRUBLE Technologies's sole discretion. If you create any materials bearing the GRUBLE Technologies Marks (in violation of these Terms or otherwise), you agree that upon their creation GRUBLE Technologies exclusively owns all right, title and interest in and to such materials, including without limitation any modifications to the GRUBLE Technologies Marks or derivative works based on the GRUBLE Technologies Marks. You further agree to assign any interest or right you may have in such materials to GRUBLE Technologies, and to provide information and execute any documents as reasonably requested by GRUBLE Technologies to enable GRUBLE Technologies to formalize such assignment.

GRUBLE Technologies respects the intellectual property of others and expects Users to do the same. If you believe, in good faith, that any materials on the GRUBLE Technologies Platform or Services infringe upon your copyrights, please contact GRUBLE Technologies.

# 11. Disclaimers

**NOT A MOTOR CARRIER.** GRUBLE Technologies does not provide transportation services, and GRUBLE Technologies is not a motor carrier. It is up to each User to decide whether or not to offer or accept Services to another User contacted through the GRUBLE Technologies Platform. We cannot ensure that a Broker, Hauler or Contractor will complete an arranged transportation service. We have no control over the quality or safety of the transportation that occurs because of the Services.

**AS IS.** The GRUBLE Technologies Platform is provided on an “as is” basis and without any warranty or condition, express, implied or statutory. We do not guarantee and do not promise any specific results from use of the GRUBLE Technologies Platform and/or the Services, including the ability to provide or receive Services at any given location or time. We specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you.

**LIMITED WARRANTY.** GRUBLE Technologies warrants that the GRUBLE Technologies Platform will work in the ways described within the GRUBLE Technologies Platform and in any marketing and advertising material associated with the GRUBLE Technologies platform. We do not warrant that your use of the GRUBLE Technologies Platform or Services will: be without minor bugs, be uninterrupted, be always available, be error-free, always meet your requirements, or be free of viruses or other harmful components. We disclaim liability for, and no warranty is made with respect to, connectivity and availability of the GRUBLE Technologies Platform or Services.

**NOT RESPONSIBLE FOR CONDUCT.** GRUBLE Technologies is not responsible for the conduct, whether online or offline, of any User of the GRUBLE Technologies Platform or Services. You are solely responsible for your interactions with other Users. By using the GRUBLE Technologies Platform and participating in the Services, you agree to accept such risks and agree that GRUBLE Technologies is not responsible for the acts or omissions of Users on the GRUBLE Technologies Platform or participating in the Services.

**NO LIABILITY FOR UNAUTHORIZED USE.** GRUBLE Technologies expressly disclaims any liability arising from the unauthorized use of your User account. Should you suspect that any unauthorized party may be using your User account, or you suspect any other breach of security, you agree to notify us immediately.

**NOT RESPONSIBLE FOR USER POSTED CONTENT.** It is possible for others to obtain information about you that you provide, publish or post to or through the GRUBLE Technologies Platform (including any profile information you provide), send to other Users, or share during the Services, and to use such information to harass or harm you. We are not responsible for the use of any personal information that you disclose to other Users on the GRUBLE Technologies Platform or through the Services. Please carefully select the type of information that you post on the GRUBLE Technologies Platform or through the Services or release to others. We disclaim all liability, regardless of the form of action, for the acts or omissions of other Users (including unauthorized users, or “hackers”). Opinions, advice, statements, offers, or other information or content concerning GRUBLE Technologies or made available through the GRUBLE Technologies Platform, but not directly by us, are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such content. Under no circumstances will we be responsible for any loss or damage resulting from your reliance on information or other content posted by third parties, whether on the GRUBLE Technologies Platform or otherwise. We reserve the right, but we have no obligation,



to monitor the materials posted on the GRUBLE Technologies Platform and remove any such material that in our sole opinion violates, or is alleged to violate, the law or these Terms or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of Users or others.

**LOCATION DATA.** Location data provided by the GRUBLE Technologies Platform is for basic location purposes only and is not intended to be relied upon in situations where precise location information is needed or where erroneous, inaccurate or incomplete location data may lead to death, personal injury, property or environmental damage. Neither GRUBLE Technologies, nor any of its content providers, guarantees the availability, accuracy, completeness, reliability, or timeliness of location data tracked or displayed by the GRUBLE Technologies Platform. Any of your Information, including geolocation data, you upload, provide, or post on the GRUBLE Technologies Platform may be accessible to GRUBLE Technologies and certain Users of the GRUBLE Technologies Platform.

**DATA USAGE.** GRUBLE Technologies advises you to use the GRUBLE Technologies Platform with a data plan with unlimited or very high data usage limits, and GRUBLE Technologies shall not be responsible or liable for any fees, costs, or overage charges associated with any data plan you use to access the GRUBLE Technologies Platform.

**APP STORE TERMS.** This paragraph applies to any version of the GRUBLE Technologies Platform that you acquire from any app store. These Terms are entered between you and GRUBLE Technologies. No app store is a party to these Terms and shall have no obligations with respect to the GRUBLE Technologies Platform. GRUBLE Technologies, not any app store, is solely responsible for the GRUBLE Technologies Platform and the content thereof as set forth hereunder. However, any app store that provides the GRUBLE Technologies app are third party beneficiaries of these Terms. Upon your acceptance of these Terms, each app store shall have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary thereof. In the event of a conflict in the terms of any app store agreement or terms of use and these Terms, these Terms shall control.

## 12. Indemnity

You will defend, indemnify, and hold GRUBLE Technologies including our affiliates, subsidiaries, parents, successors and assigns, and each of our respective officers, directors, employees, agents, or shareholders harmless from any claims, actions, suits, losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of your use of the GRUBLE Technologies Platform and participation in the Services, including:

- Your breach of these Terms and/or the documents and other agreements it incorporates by reference;
- Your violation of any law or the rights of a third party, including, without limitation, Brokers, Haulers, Contractors, other motorists, and pedestrians, because of your own interaction with such third party;
- Any allegation that any materials that you submit to us or transmit through the GRUBLE Technologies Platform infringe or otherwise violate the copyright, trademark, trade secret or other intellectual property or other rights of any third party;
- Your ownership, use or operation of a motor vehicle or commercial or passenger vehicle, including your provision of Services as a Broker or Hauler; and/or
- Any other activities in connection with the Services.

This indemnity shall be applicable without regard to the negligence of any party, including any indemnified person.

## 13. Limitation of Liability

IN NO EVENT WILL GRUBLE TECHNOLOGIES, INCLUDING OUR AFFILIATES, SUBSIDIARIES, PARENTS, SUCCESSORS AND ASSIGNS, AND EACH OF OUR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR SHAREHOLDERS (COLLECTIVELY "GRUBLE TECHNOLOGIES" FOR PURPOSES OF THIS SECTION), BE LIABLE TO YOU FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR DELETION, CORRUPTION, LOSS OF PROFITS, PERSONAL INJURY, PROPERTY DAMAGE, LOSS OF DATA, LOSS OF PROGRAMS, FAILURE TO STORE ANY INFORMATION OR OTHER CONTENT MAINTAINED OR TRANSMITTED BY THE GRUBLE TECHNOLOGIES PLATFORM, SERVICE INTERRUPTIONS, OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES) ARISING OUT OF OR IN CONNECTION WITH THE GRUBLE TECHNOLOGIES PLATFORM, THE SERVICES, OR THESE TERMS, HOWEVER ARISING, INCLUDING NEGLIGENCE, EVEN IF WE OR OUR AGENTS OR REPRESENTATIVES KNOW OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE GRUBLE TECHNOLOGIES PLATFORM MAY BE USED BY YOU TO REQUEST AND SCHEDULE TRANSPORTATION OR OTHER SERVICES WITH THIRD PARTY PROVIDERS, BUT YOU AGREE THAT GRUBLE TECHNOLOGIES HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO ANY TRANSPORTATION OR OTHER SERVICES PROVIDED TO YOU BY THIRD PARTY PROVIDERS OTHER THAN AS EXPRESSLY SET FORTH IN THESE TERMS. CERTAIN JURISDICTIONS MAY NOT ALLOW 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 MAY HAVE ADDITIONAL RIGHTS.

## 14. Term and Termination

These Terms are an agreement and are effective upon your use of the GRUBLE Technologies Platform. GRUBLE Technologies may immediately suspend your account if you do not comply with these Terms. In such situation, GRUBLE Technologies will give you ten (10) (or more, at GRUBLE Technologies's sole discretion) to cure or remedy any noncompliance with these Terms. If such issue is remedied to GRUBLE Technologies's satisfaction, GRUBLE Technologies will reinstate your account. If not, GRUBLE Technologies may terminate these Terms or any Services with respect to you, or generally cease offering or deny access to the Services or any portion thereof.

In certain circumstances, which shall be entirely in GRUBLE Technologies's discretion, GRUBLE Technologies may notify you that we plan to terminate these Terms or deactivate your User account because: (i) you no longer qualify to provide Services or to operate the approved vehicle under applicable law, rule, permit, ordinance or regulation; (ii) you fall below GRUBLE Technologies's star rating or cancellation threshold; or (iii) GRUBLE Technologies has the good faith belief that such action is necessary to protect the safety of the GRUBLE Technologies community or third parties. In some of such cases, you may be given notice of the potential or actual deactivation and an opportunity to attempt to cure the issue to GRUBLE Technologies's reasonable satisfaction prior to GRUBLE Technologies permanently terminating these Terms. However, none of the above shall limit or qualify GRUBLE Technologies's absolute right to immediately terminate these Terms or any Services with respect to you, or generally cease offering or deny access to the Services or any portion thereof, at any time for any reason.

## 15. Dispute Resolution and Arbitration Agreement

YOU AND GRUBLE TECHNOLOGIES MUTUALLY AGREE TO WAIVE EACH PARTY'S RESPECTIVE RIGHT TO RESOLUTION OF DISPUTES IN A COURT OF LAW BY A JUDGE OR JURY AND AGREE TO RESOLVE ANY DISPUTE BY ARBITRATION, AS SET FORTH BELOW, WITH THE EXCEPTION OF MATTERS INVOLVING COLLECTIONS BY GRUBLE TECHNOLOGIES.

This agreement to arbitrate ("**Arbitration Agreement**") is governed by the Federal Arbitration Act and survives after the Agreement terminates or your relationship with GRUBLE Technologies ends. Any such arbitration will take place on an individual basis, and joint arbitrations and class actions are not permitted. Except as expressly provided below, this Arbitration Agreement applies to all disputes and claims between you and GRUBLE Technologies, including each party's affiliates, subsidiaries, parents, successors and assigns, and each party's respective officers, directors, employees, agents, or shareholders.

BY AGREEING TO ARBITRATION, YOU UNDERSTAND THAT YOU AND GRUBLE TECHNOLOGIES ARE WAIVING THE RIGHT TO SUE IN COURT OR HAVE A JURY TRIAL FOR ALL CLAIMS.

This Arbitration Agreement is intended to require arbitration of every claim or dispute that can lawfully be arbitrated, except for those claims and disputes which by the terms of this Arbitration Agreement are expressly excluded from the requirement to arbitrate. Claims related to collections of Charges or other fees owed by Users to GRUBLE Technologies are expressly excluded from the requirement to arbitrate.

Any arbitration conducted pursuant to this Arbitration Agreement shall be administered by the American Arbitration Association ("**AAA**") pursuant to its Commercial Rules that are in effect at the time the arbitration is initiated, as modified by the terms set forth in these Terms. Copies of these rules can be obtained at the AAA's website ([www.adr.org](http://www.adr.org)) (the "**AAA Rules**") or by calling the AAA at 1-800-778-7879. As part of the arbitration, both you and GRUBLE Technologies will have the opportunity for reasonable discovery of non-privileged information that is relevant to the applicable claim. The arbitrator may award any individualized remedies that would be available in court. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claims. The arbitrator will provide a reasoned written statement of the arbitrator's decision which shall explain the award given and the findings and conclusions on which the decision is based. The arbitrator will decide the substance of all claims in accordance with applicable law and will honor all claims of privilege recognized by law. The arbitrator shall not be bound by rulings in prior arbitrations involving different Contractors, Brokers or Haulers, but is bound by rulings in prior arbitrations involving the same Contractors, Brokers or Haulers to the extent required by applicable law. The arbitrator's award shall be final and binding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof, provided that any award may be challenged in a court of competent jurisdiction. If any portion of this Arbitration Agreement is deemed illegal or unenforceable, such provision shall be severed and the remainder of the Arbitration Agreement shall be given full force and effect.

## 16. Confidentiality

You agree not to use any technical, financial, strategic and other proprietary and confidential information relating to GRUBLE Technologies's business, operations and properties, including User information ("**Confidential Information**") disclosed to you by GRUBLE Technologies for your own use or for any purpose other than as contemplated herein. You shall not disclose or permit disclosure of any Confidential Information to third parties. You agree to take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of GRUBLE Technologies to prevent it from falling into the public domain. Notwithstanding the above, you shall not have liability to GRUBLE Technologies regarding any Confidential Information which you can prove:

- Was publicly available at the time it was disclosed by GRUBLE Technologies or became publicly available through no fault of yours;
- Was known to you, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure;
- Is disclosed with the prior written approval of GRUBLE Technologies; or
- Became known to you, without restriction, from a source other than GRUBLE Technologies without breach of these Terms or any other confidentiality agreement by you and otherwise not in violation of GRUBLE Technologies's rights.

Nothing in these Terms shall be deemed to prohibit Confidential Information from being disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that you shall provide prompt notice of such court order or requirement to GRUBLE Technologies and provide GRUBLE Technologies with any other assistance reasonably requested by GRUBLE Technologies to enable GRUBLE Technologies to seek a protective order or otherwise prevent or restrict such disclosure.

## 17. Relationship with GRUBLE Technologies

As a Contractor, Broker or Hauler on the GRUBLE Technologies Platform, you acknowledge and agree that you and GRUBLE Technologies are in a direct business relationship, and the relationship between the parties under these Terms is solely that of independent contracting parties. You and GRUBLE Technologies expressly agree that these Terms are not an employment agreement and does not create an employment relationship between you and GRUBLE Technologies and no joint venture, franchisor-franchisee, partnership, or agency relationship is intended or created by these Terms. You have no authority to bind GRUBLE Technologies, and you undertake not to hold yourself out as an employee, agent or authorized representative of GRUBLE Technologies.

GRUBLE Technologies does not, and shall not be deemed to, direct or control you generally or in your performance under these Terms specifically, including in connection with your provision of Services, your acts or omissions, or your operation and maintenance of your vehicle. You retain the sole right to determine when, where, and for how long you will utilize the GRUBLE Technologies Platform. As a Broker, you retain the option to accept or to decline or ignore a Contractor's request for Services via the GRUBLE Technologies Platform, or to cancel an accepted request for Services via the GRUBLE Technologies Platform, subject to GRUBLE Technologies's then-current cancellation policies. You acknowledge and agree that you have complete discretion to provide Services or otherwise engage in other business or employment activities.

## 18. Other Services

In addition to connecting Contractors with Brokers and Haulers, the GRUBLE Technologies Platform may enable Users to provide or receive other services from other third parties (collectively, the “**Other Services**”). You understand that the Other Services are subject to the terms and pricing of the third-party provider. If you choose to purchase Other Services through the GRUBLE Technologies Platform, you authorize GRUBLE Technologies to charge your payment method on file, if any, according to the pricing terms set by the third-party provider. You agree that GRUBLE Technologies is not responsible and may not be held liable for the Other Services or the actions or omissions of the third-party provider. Such Other Services may not be investigated, monitored or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Other Services accessed through the GRUBLE Technologies Platform.

## 19. General

These Terms shall be governed by the laws of the Commonwealth of Virginia without regard to choice of law principles. This choice of law provision is only intended to specify the use of Virginia law to interpret these Terms and is not intended to create any other substantive right to persons outside of Virginia to assert claims under Virginia law whether by statute, common law, or otherwise. If any provision of these Terms is or becomes invalid or non-binding, the parties shall remain bound by all other provisions hereof. In that event, the parties shall replace the invalid or non-binding provision with provisions that are valid and binding and that have, to the greatest extent possible, a similar effect as the invalid or non-binding provision, given the contents and purpose of these Terms. You agree that these Terms and all incorporated agreements may be automatically assigned by GRUBLE Technologies, in our sole discretion by providing notice to you. Except as explicitly stated otherwise, any notices to GRUBLE Technologies shall be given by certified mail, postage prepaid and return receipt requested to GRUBLE Technologies, Inc. 612 Alexander Lee Pkwy, Williamsburg VA 23188. Any notices to you shall be provided to you through the GRUBLE Technologies Platform or given to you via the email address or physical address you provide to GRUBLE Technologies during the registration process. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. A party’s failure to act with respect to a breach by the other party does not constitute a waiver of the party’s right to act with respect to subsequent or similar breaches. These Terms set forth the entire understanding and agreement between you and GRUBLE Technologies with respect to the subject matter hereof and supersedes all previous understandings and agreements between the parties, whether oral or written.

If you have any questions regarding the GRUBLE Technologies Platform or Services, please contact GRUBLE Technologies at [support@grubletec.com](mailto:support@grubletec.com).