

# TERMS & CONDITIONS AGREEMENT

Effective: April 16, 2021

PLEASE READ THE TERMS AND CONDITIONS CAREFULLY.

THE TERMS AND CONDITIONS (“TERMS” OR “AGREEMENT”) CONSTITUTE A LEGAL AGREEMENT BETWEEN YOU (“YOU”, “YOUR”, “USER”) AND LOAD US, LLC, AN OHIO CORPORATION (“LOAD US”, “WE,” “US,” OR “OUR”).

## 1. Acceptance of this Agreement

Load Us requires you to accept the Terms if you want to download, install, access or use the Load Us Platform (“Platform”) via our website, at [www.Load-US.com](http://www.Load-US.com) (“Website”) and/or via any associated application or API (“App”) in order to receive Delivery Services from, or perform Delivery Services for, other Users of the Platform. These Terms, whether stated or otherwise referenced herein, constitute a legal agreement between you and Load Us. By using or accessing the Load Us Platform in any manner, including downloading, installing or using any App, or receiving or performing any Delivery Services, you hereby expressly acknowledge and agree to be bound by these Terms, and any future amendments and additions to these Terms as they are published from time to time on our Website at <http://www.Load-US.com/terms> or on the App. Upon accessing or using the Load Us Platform, or receiving or performing Delivery Services you become a “User” of the Load Us Platform, whether as a “Driver” or a “Shopper”, as further described herein.

These Terms expressly include the [Independent Contractor Agreement](#) which is incorporated into these Terms by this reference. These Agreements set forth the specific obligations you must agree to in order to use the Platform as a Driver or a Shopper and you agree to be bound by the applicable Agreement upon accepting these Terms.

You may only access the Platform using the Website, an App or other specifically authorized means. It is your responsibility to check to ensure you download the correct App for your mobile, tablet, computer or similar device (“Device”). Load Us is not liable if you do not have a compatible Device or if you have downloaded the wrong version of the App for your Device. Load Us reserves the right to deactivate your account and your ability to use our Platform if you access the Platform with the wrong version of the App or an incompatible or unauthorized Device.

Load Us reserves the right to modify the terms and conditions of these Terms or any of its policies relating to our Platform or the accessing of Delivery Services by our Users thereon at any time, effective upon posting of an updated version of the Terms on our **Website** and on our App. You are responsible for regularly reviewing these places for any updates to the Terms. Use of our Platform after any updates to these Terms shall constitute your consent to all such changes made to the Terms in such update and your affirmation of your agreement to the updated Terms as a whole.

**The terms “User” and “Users” refer to all individuals and other persons who access or use the Services, including, without limitation, any organizations that register accounts or otherwise access or use the Services through their respective representatives. Except as otherwise provided in this Agreement, if you do not agree to be bound by the Agreement, you may not access or use the Services.**

Your access and use of the Services constitute your agreement to be bound by these Terms, which establishes a contractual relationship between you and Load Us. If you do not agree to these Terms, you may not access or use the Services. These Terms expressly supersede prior agreements or arrangements with you. Load Us may 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.

The “User” acknowledges and agrees that the Services provided and made available through our website and applications, which may include some mobile applications and that those applications may be made available on various social media networking sites and numerous other platforms and downloadable programs, are the sole property of Load Us. At its discretion, Load Us may offer additional website Services and/or products, or update, modify or revise any current content and Services, and this Agreement shall apply to any and all

additional Services and/or products and any and all updated, modified or revised Services unless otherwise stipulated. Load Us does hereby reserve the right to cancel and cease offering any of the aforementioned Services and/or products. You, as the end user and/or "User", acknowledge, accept and agree that Load Us shall not be held liable for any such updates, modifications, revisions, suspensions or discontinuance of any of our Services and/or products. Your continued use of the Services provided, after such posting of any updates, changes, and/or modifications shall constitute your acceptance of such updates, changes and/or modifications, and as such, frequent review of this Agreement and any and all applicable terms and policies should be made by you to ensure you are aware of all terms and policies currently in effect. Should you not agree to the updated, revised or modified terms, you must stop using the provided Services forthwith.

Furthermore, the user and/or "User" understands, acknowledges and agrees that the Services offered shall be provided "AS IS" and as such Load Us shall not assume any responsibility or obligation for the timeliness, missed delivery, deletion and/or any failure to store user content, communication or personalization settings.

If you access any of our websites located at **www.Load-US.com**, install or use our Load Us mobile application, install or use any other software supplied by Load Us, or access any information, function, or service available or enabled by Load Us (a "Service" and collectively, the "Services"), or complete the Load Us account registration process, you, your heirs, assigns, and successors (collectively, "you", "your", "Users") hereby represent and warrant that:

- (a) you have read, understand, and agree to be bound by this Agreement;
- (b) you are of legal age in the jurisdiction in which you reside to form a binding contract with Load Us; and
- (c) you have the authority to enter into the Agreement personally and, if applicable, on behalf of any organization on whose behalf you have created an account and to bind such organization to the Agreement.

## **2. Nature of the Services**

Our Platform incorporates technology that enables users of Load Us' mobile applications or websites to make possible a connection between an individual ("Driver") who will pick-up and deliver goods ("Delivery Services") and those individuals and/or businesses seeking to be the recipient of the Delivery Services ("Shoppers" and/or "Recipients"). The performance of Delivery Services by a Driver, the time period in which these Delivery Services are performed by a Driver, as well as the goods being picked-up, carried and/or delivered by a Driver, are collectively referred to as a "Gig". Drivers and Shoppers together are referred to as "Users" of our Platform.

Unless otherwise agreed by Load Us in a separate written agreement with you, the Services are made available solely for your use. You acknowledge that Load Us does not provide shipping, transportation, or delivery services; it is a technology company that maintains a digital platform intended to connect Third Party Providers with potential customers, including User.

Our Platform connects third party Drivers who want to deliver Gigs for third party Shoppers, and gives those Shoppers a way to find those Drivers and schedule their Gigs. Drivers are Independent Contractors who choose to perform Delivery Services for Shoppers posting Gigs on our Platform. At no time does Load Us control whether or when a Shopper posts a particular Gig, or whether or when a Driver chooses to offer for a particular Gig. Agreeing to perform Delivery Services for Shoppers through the Load Us Platform does not preclude a Driver from providing Delivery Services, or any other types of services, under another platform or for other persons simultaneously.

LOAD US:

- (a) IS A LOGISTICS MANAGEMENT PLATFORM.
- (b) DOES NOT PROVIDE TRANSPORTATION SERVICES.
- (c) IS NOT A TRANSPORTATION CARRIER.

IT IS THE DRIVER'S SOLE DECISION WHETHER TO OFFER FOR AND PROVIDE THE DELIVERY SERVICES REQUESTED BY A SHOPPER.

Our Platform enables connections between our Users to contract for Gigs; however Load Us has no control over and is not responsible for the performance, actions or inactions of any User, whether associated with the use of our Platform or the receiving or providing the Delivery Services via our Platform, in public, private, or

offline interactions, or otherwise. That's why we rely on YOU, our Users, to follow some rules to keep the Load Us community safe, friendly and helpful for all!

### 3. Modifications

Load Us reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Software or Services at any time, effective upon posting of an updated version of this Agreement through the Services. You should regularly review this Agreement, as your continued use of the Services after any such changes constitutes your agreement to such changes.

### 4. Additional Terms and Policies

- (a) By using the Services, you agree to be bound by this Agreement and acknowledge and agree to the collection, use, and disclosure of your personal information in accordance with Load Us' **Privacy Policy**, which is incorporated in this Agreement by reference. You also agree to abide by any additional Load Us policies for Users that are published on our website or mobile application. Certain features of our Services may be subject to additional terms and conditions, which are incorporated herein by reference.
- (b) **Additional Terms and Conditions – Third Parties**  
Certain aspects of the Services involve the use of third-party services, which are subject to the terms and conditions set by the providers of such services. For example, we use services such as Square and Stripe to process payments submitted through the Services.

### 5. User's Acknowledgements

- (a) Shopper is at least 18 years of age and has all right and authority to lawfully use the Services or otherwise has the full right and authority to contract for the Gig and send all items contained in a Gig.
- (b) Shopper will accurately identify items, and as required, include weight and dimensions, to be picked up and delivered to the Driver, prior to the Driver accepting the Gig, all items included in the Gig will not include in any Gig any "Prohibited Items" as listed in the Terms, whether consented to by a Driver or not. Shopper acknowledges and agrees that LOAD US is not responsible for the contents or loss of any Prohibited Item. LOAD US reserves the right to dispose of the Item in its sole discretion and reserves all rights to instruct its Drivers on how to dispose of the Item, including delivery to the proper authorities. Shopper acknowledges and agrees to LOAD US' Open Box Policy and will allow a Driver to visually inspect all items in a Gig prior to departing with the Gig.
- (c) Shopper will only contract for or arrange a Gig (or other similar services) with a Driver through the LOAD US Platform and will not knowingly engage a Driver who has delivered a Gig for Shopper prior to perform Delivery Services outside of the LOAD US Platform. Shoppers shall not enter any personal information into the title of a Gig, including phone numbers or addresses. All personal information should be entered in the appropriate sections indicated in the LOAD US Platform.
- (d) Shopper will not discriminate or harass anyone on the basis of race, national origin, religion, gender, gender identity, physical or mental disability, medical condition, marital status, age or sexual orientation.
- (e) Driver shall retain 100% of any gratuity paid by the Shopper, whether by cash or credit card. LOAD US acknowledges it has no right to interfere with the amount of gratuity given by the Shopper to the Driver.
- (f) Drivers are Independent Contractors and that LOAD US has made possible a connection between Shoppers and Drivers via the LOAD US Platform.
- (g) Drivers are responsible for the successful delivery of items, in the time designated by Shopper.
- (h) Drivers are to notify the **Support Team** at LOAD US, and the Shopper, if they discover any damage to an item at the pick up location.
- (i) Damage to an item, if any, while in Driver's possession, and not noted prior to the delivery is the responsibility of the Driver.

### 6. Rules and Prohibitions

As a user or "User" of the Site, you herein acknowledge, understand and agree that all information, text, software, data, photographs, music, video, messages, tags or any other content, whether it is publicly or privately posted and/or transmitted, is the expressed sole responsibility of the individual from whom the content originated. In short, this means that you are solely responsible for any and all content posted, uploaded, emailed, transmitted or otherwise made available by way of the Load Us Services, and as such, we do not guarantee the accuracy, integrity or quality of such content. It is expressly understood that by use of our Services, you may be exposed to content including, but not limited to, any errors or omissions in any content posted, and/or any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted or otherwise made available by Load Us.

- Furthermore, you herein agree not to make use of Load Us, LLC's Services for the purpose of: uploading, posting, emailing, transmitting, or otherwise making available any content that shall be deemed unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or invasive of another's privacy or which is hateful, and/or racially, ethnically, or otherwise objectionable;
- (a) you will not engage in threatening, harassing, racist, sexist or any other behavior that Load Us deems inappropriate when using the Services.
  - (b) you will not cause harm to minors, other Users, Load Us, or the Services in any way whatsoever.
  - (c) you will not impersonate any individual or entity, including, but not limited to, any Load Us officials, forum leaders, guides or hosts or falsely stating or otherwise misrepresenting any affiliation with an individual or entity;
  - (d) you will only use the Services for lawful purposes; you will not use the Services for sending or storing any unlawful material or for deceptive or fraudulent purposes; and you will not engage in conduct that harms other Users, Load Us employees, or our community.
  - (e) you will only use the Services in accordance with all applicable laws, including copyrights, trade secrets, or other rights of any third party, including privacy or publicity rights.
  - (f) you will only access the Services using means explicitly authorized by Load Us.
  - (g) you will not use another User's account, impersonate any person or entity, or forge or manipulate headers or identifiers to disguise the origin of any content transmitted through the Services.
  - (h) you will not use the Services to cause nuisance, annoyance or inconvenience.
  - (i) you will not use the Services, or any content accessible through the Services, for any commercial purpose, including but not limited to contacting, advertising to, soliciting or selling to, any Merchant, User or Contractor, unless Load Us has given you prior permission to do so in writing.
  - (j) you will not copy or distribute the Software or any content displayed through the Services for republication in any format or media.
  - (k) you will not compile, directly or indirectly, any content displayed through the Services except for your personal, noncommercial use.
  - (l) you will use the Software and Services only for your own use and will not directly or indirectly resell, license or transfer the Software, Services or content displayed by the Services to a third party.
  - (m) you will not use the Services in any way that could damage, disable, overburden or impair any Load Us server, or the networks connected to any Load Us server.
  - (n) you will not attempt to gain unauthorized access to the Services and/or to any account, resource, computer system, and/or network connected to any Load Us server.
  - (o) you will not probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures Load Us may use to prevent or restrict access to the Services or use of the Services or the content therein.
  - (p) you will not deep-link to our websites or access our websites manually or with:
    - (a) any robot, spider, web crawler, extraction software, automated process and/or device to scrape, copy, index, frame, or monitor any portion of our websites or any content on our websites,
    - (b) any device software and/or routine to bypass the robot exclusion headers
  - (q) you will not scrape or otherwise conduct any systematic retrieval of data or other content from the Services.
  - (r) you will not forge captions, headings or titles or otherwise offer any:
    - (a) content that you personally have no right to pursuant to any law nor having any contractual or fiduciary relationship with;
    - (b) content that may infringe upon any patent, copyright, trademark, or any other proprietary or intellectual rights of any other party;
    - (c) content that you do not personally have any right to offer pursuant to any law or in accordance with any contractual or fiduciary relationship;
    - (d) source that may contain a software virus or other computer code, any files and/or programs which have been designed to interfere, destroy and/or limit the operation of any computer software, hardware, or telecommunication equipment;
  - (s) you will not disrupt the normal flow of communication, or otherwise acting in any manner that would negatively affect other users' ability to participate in any real time interactions;
  - (t) you will not interfere with or disrupt any Load Us LLC Services, servers and/or networks that may be connected or related to our website, including, but not limited to, the use of any device software and/or routine to bypass the robot exclusion headers;

- (u) you will not intentionally or unintentionally violate any local, state, federal, national or international law, including, but not limited to, rules, guidelines, and/or regulations decreed by the U.S. Securities and Exchange Commission, in addition to any rules of any nation or other securities exchange, that would include without limitation, the New York Stock Exchange, the American Stock Exchange, or the NASDAQ, and any regulations having the force of law;
- (v) you will not provide informational support or resources, concealing and/or disguising the character, location, and or source to any organization delegated by the United States government as a "foreign terrorist organization" in accordance to Section 219 of the Immigration Nationality Act;
- (w) you will report any errors, bugs, unauthorized access methodologies or any breach of our intellectual property rights that you uncover in your use of the Services.
- (x) you will not abuse our promotional or credit code system, including by redeeming multiple coupons at once or by opening multiple accounts to benefit from offers available only to first-time users.
- (y) you will not "stalk" or with the intent to otherwise harass another individual; and/or collecting or storing of any personal data relating to any other "User" or user in connection with the prohibited conduct and/or activities which have been set forth in the aforementioned paragraphs.
- (z) You will not engage in threatening, harassing, racist, sexist or any other behavior that Load US deems inappropriate when using the Services.
- (aa) You will report any errors, bugs, unauthorized access methodologies or any breach of our intellectual property rights that you uncover in your use of the Services.
- (bb) You will not attempt to undertake any of the foregoing.
- (cc) In the event that we believe or determine that you have breached any of the aforementioned, we reserve the right to suspend and/or permanently deactivate your account at our sole discretion.

Load Us, LLC herein reserves the right to pre-screen, refuse and/or delete any content currently available through our Services. In addition, we reserve the right to remove and/or delete any such content that would violate the "Terms" or which would otherwise be considered offensive to other visitors, users and/or "User"s.

Load Us, LLC herein reserves the right to access, preserve and/or disclose "User" account information and/or content if it is requested to do so by law or in good faith belief that any such action is deemed reasonably necessary for:

- (a) compliance with any legal process;
- (b) enforcement of the "Terms";
- (c) responding to any claim that therein contained content is in violation of the rights of any third party;
- (d) responding to requests for customer service; or
- (e) protecting the rights, property or the personal safety of Load Us, LLC, its visitors, users and "User"s, including the general public.

Load Us herein reserves the right to include the use of security components that may permit digital information or material to be protected, and that such use of information and/or material is subject to usage guidelines and regulations established by Load Us or any other content providers supplying content services to Load Us. You are hereby prohibited from making any attempt to override or circumvent any of the embedded usage rules in our Services. Furthermore, unauthorized reproduction, publication, distribution, or exhibition of any information or materials supplied by our Services, despite whether done so in whole or in part, is expressly prohibited.

## **7. Registration**

To register and become a "User" of the Site, you must be at least 18 years of age to enter into and form a legally binding contract. In addition, you must be in good standing and not an individual that has been previously barred from receiving Load Us' Services under the laws and statutes of the United States or other applicable jurisdiction.

When you register, Load Us may collect information such as your name, e-mail address, birth date, gender, mailing address, occupation, industry and personal interests. You can edit your account information at any time. Once you register with Load Us and sign in to our Services, you are no longer anonymous to us.

Furthermore, the registering party hereby acknowledges, understands and agrees to:

- (a) furnish factual, correct, current and complete information with regards to yourself as may be requested by the data registration process, and
- (b) maintain and promptly update your registration and profile information in an effort to maintain accuracy and completeness at all times.

If anyone knowingly provides any information of a false, untrue, inaccurate or incomplete nature, Load Us will have sufficient grounds and rights to suspend or terminate the "User" in violation of this aspect of the Agreement, and as such refuse any and all current or future use of Load Us Services, or any portion thereof.

It is Load Us' priority to ensure the safety and privacy of all its visitors, users and "User"s, especially that of children. Therefore, it is for this reason that the parents of any child under the age of 13 that permit their child or children access to the Load Us website platform Services must create a "family" account, which will certify that the individual creating the "family" account is of 18 years of age and as such, the parent or legal guardian of any child or children registered under the "family" account. As the creator of the "family" account, s/he is thereby granting permission for his/her child or children to access the various Services provided, including, but not limited to, message boards, email, and/or instant messaging. It is the parent's and/or legal guardian's responsibility to determine whether any of the Services and/or content provided are age-appropriate for his/her child.

### **8. User Account, Username, Password and Security**

When you set up an account, you are the sole authorized user of your account. You must provide accurate, current, and complete information during the registration process and at all other times when you use the Services. You are solely and fully responsible for:

- (a) maintaining the security and confidentiality of your account password or any identification credentials we provide you which allows access to the Services,
- (b) and for all activities that transpire on or within your account.

You agree that you shall monitor your account to prevent use by minors, and you will accept full responsibility for any unauthorized use of your password or your account. You may not authorize others to use your User status, and you may not assign or otherwise transfer your User account to any other person or entity. Should you suspect that any unauthorized party may be using your password or account, you will notify Load Us immediately. Load Us will not be liable and you may be liable for losses, damages, liability, expenses, and fees incurred by Load Us or a third party arising from someone else using your account, regardless of whether you have notified us of such unauthorized use. If you provide any information that is untrue, inaccurate, not current, or incomplete, or Load Us has reasonable grounds to suspect that such information is untrue, inaccurate, not current, or incomplete, Load Us has the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof). We may enable or require you to use a single pair of login credentials to use the Load Us Services. You agree not to create an account or use the Services if you have been previously removed by Load Us, or if you have been previously banned from use of the Services.

It is your responsibility for any act or omission of any user(s) that access your account information that, if undertaken by you, would be deemed a violation of the Terms & Conditions. It shall be your responsibility to notify Load Us immediately if you notice any unauthorized access or use of your account or password or any other breach of security. Load Us shall not be held liable for any loss and/or damage arising from any failure to comply with this term and/or condition of the Terms & Conditions.

### **9. User Content**

Load Us may provide you with interactive opportunities through the Services, including, by way of example, the ability to post User ratings and reviews (collectively, "User Content"). You represent and warrant that you are the owner of, or otherwise have the right to provide, all User Content that you submit, post and/or otherwise transmit through the Services. You further represent and warrant that any User Content that you submit, post and/or otherwise transmit through the Services:

- (a) does not violate any third-party right, including any copyright, trademark, patent, trade secret, privacy right, right of publicity, or any other intellectual property or proprietary right;
- (b) does not contain material that is false, intentionally misleading, or defamatory;
- (c) does not contain any material that is unlawful;
- (d) does not violate any law or regulation; and

(e) does not violate this Agreement.

You hereby grant Load Us a perpetual, irrevocable, transferable, fully paid, royalty-free, non-exclusive, worldwide, fully sublicensable right and license to use, copy, display, publish, modify, remove, publicly perform, translate, create derivative works, distribute and/or otherwise use the User Content in connection with Load Us' business and in all forms now known or hereafter invented ("Uses"), without notification to and/or approval by you. You further grant Load Us a license to use your username, first name and last initial, and/or other User profile information, including without limitation, your ratings history, to attribute User Content to you in connection with such Uses, without notification or approval by you. You agree that this license includes the right for other Users to access and use your User Content in conjunction with participation in the Services and as permitted through the functionality of the Services. In the interest of clarity, the license granted to Load Us herein shall survive termination of the Services or your account. Load Us reserves the right in its sole discretion to remove or disable access to any User Content from the Services, suspend or terminate your account at any time, or pursue any other remedy or relief available under equity or law if you post any User Content that violates this Agreement or any community or content guidelines we may publish or that we consider to be objectionable for any reason. You agree that Load Us may monitor and/or delete your User Content (but does not assume the obligation) for any reason in Load Us' sole discretion. Load Us may also access, read, preserve, and disclose any information as Load Us reasonably believes is necessary to:

- (a) satisfy any applicable law, regulation, legal process, or governmental request,
  - (a) enforce this Agreement, including investigation of potential violations hereof,
  - (b) detect, prevent, or otherwise address fraud, security, or technical issues,
  - (c) respond to User support requests, or
  - (d) protect the rights, property or safety of Load Us, its Users and the public.
- (b) Feedback. You agree that any submission of any ideas, suggestions, and/or proposals to Load Us through its suggestion, feedback, wiki, forum or similar pages ("Feedback") is at your own risk and that Load Us has no obligations (including without limitation, obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback and you hereby grant to Load Us a perpetual, irrevocable, transferable, fully paid, royalty-free, non-exclusive, worldwide, fully sublicensable right and license to use, copy, display, publish, modify, remove, publicly perform, translate, create derivative works, distribute and/or otherwise use such Feedback.
- (c) Ratings and Reviews. To the extent that you are asked to rate and post reviews of Merchants or other businesses ("Ratings" and "Reviews"), such Ratings and Reviews are considered User Content and are governed by this Agreement. Ratings and Reviews are not endorsed by Load Us and do not represent the views of Load Us or its affiliates. Load Us shall have no liability for Ratings and Reviews or for any claims for economic loss resulting from such Ratings and Reviews. Because we strive to maintain a high level of integrity with respect to Ratings and Reviews posted or otherwise made available through the Services, you agree that:
  - (v) you will base any Rating or Review on first-hand experience with the Merchant or business;
  - (vi) you will not provide a Rating or Review for any Merchant or business for which you have an ownership interest, employment relationship or other affiliation or for any of that company's competitors;
  - (vii) you will not submit a Rating or Review in exchange for payment, free food items, or other benefits from a Merchant or business;
  - (viii) any Rating or Review you submit will comply with the Federal Trade Commission's Guides Concerning the Use of Endorsements and Testimonials in Advertising; and
  - (ix) your Rating or Review will comply with the terms of this Agreement. If we determine, in our sole discretion, that any Rating or Review could diminish the integrity of the Ratings and Reviews or otherwise violates this Agreement, we may remove such User Content without notice.

## **10. User Representations and Warranties**

Most importantly, all Users need to know that every time you access or use the Platform or receive or perform Delivery Services through the Platform, you expressly agree, represent and warrant that, at the time of each such access or use:

- (a) You are legally entitled to and have the right, authority and capacity to enter into the agreements set forth in these Terms and to fulfill your obligations hereunder.
- (b) Your use of the Platform is for your sole, personal use and you will not resell to a third party

- (c) You are at least 18 years of age or such older age as may be required in a State or other jurisdiction that restricts the ability to enter into agreements due to age. If you are not the required age you must not use the Platform and you may not perform Delivery Services.
- (d) You will only create one User account.
- (e) You will keep secure and confidential your User account password or any identification we provide you which allows access to our Platform.
- (f) You will provide Load Us with such proof of identity we reasonably request and will not impersonate any person or entity, or falsify or otherwise misrepresent yourself or your affiliation (actively or by omission) with any person or entity, including Drivers must use a true facial picture in their profile when creating a Load Us account.
- (g) You will not represent yourself to be an agent, subcontractor, representative, employee or affiliate of Load Us.
- (h) You will only access and use the Platform and receive or perform Delivery Services for lawful purposes and in accordance with all applicable laws and regulations.
- (i) You will not access or use the Platform, or receive or perform Delivery Services for shipping, sending or storing any unlawful material, for fraudulent purposes, for promoting or encouraging any illegal activity, or for committing or assisting in the commission of a
- (j) You will keep in confidence and shall not disclose, or use for the benefit of others, any and all third parties' confidential, proprietary, or personally identifiable and/or personal health information of which you may become aware as a User, except as necessary to carry out and perform under these Terms.
- (k) You will not collect or store any information about any other You will not access or use any information about any other User other than as allowed through the Platform and only as strictly needed during the performance of a Gig.
- (l) You will not contact any other User directly or outside of the Platform. You shall not contact another User directly once the Gig is complete.
- (m) You will not stalk, intimidate, threaten or otherwise harass or cause physical or mental distress to any third party, including other Users and Load Us staff and representatives.
- (n) You will not copy, or distribute text, graphics, images, music, software, audio, video, information or other like materials related to our Website, Platform or App ("Content") without written permission from Load Us.
- (o) You will not access or use our Platform or receive or perform Delivery Services in any way that could cause nuisance, annoyance, and inconvenience or could interfere with or negatively affect other Users from fully using or enjoying the Platform or receiving or performing Delivery Services.
- (p) You will not infringe the rights of any third party (including other Users and Load Us) and including, intellectual property, privacy, publicity or contractual rights.
- (q) You will not discriminate against someone based on traits such as age, color, disability, gender identity, marital status, national origin, race, religion, sex, or sexual orientation.
- (r) You will not assist any third-party in any of the above.

**ALL CONTACT BETWEEN USERS SHOULD END WHEN THE GIG IS COMPLETE. TEXTING, CALLING, VISITING, OR TRYING TO VISIT SOMEONE IN PERSON AFTER THE GIG HAS BEEN COMPLETED IS NOT ALLOWED. YOU SHOULD IMMEDIATELY ALERT LOAD US IF ANOTHER USER CONTACTS YOU FOR ANY REASON OTHER THAN YOUR GIG.**

Keeping the Load Us Community safe, friendly and helpful for all means that all Users of our Platform have a responsibility to treat each other with respect and dignity. That is why Load Us strictly enforces its Non-Discrimination and Respect Others Policies as set forth below.

#### 1. Communications with Load Us

By creating a Load Us account, you electronically agree to accept and receive communications from Load Us, Contractors, or third parties providing services to Load Us including via email, text message, calls, and push notifications to the cellular telephone number you provided to Load Us. You understand and agree that you may receive communications generated by automatic telephone dialing systems and/or which will deliver prerecorded messages sent by or on behalf of Load Us, its affiliated companies and/or Contractor, including but not limited to communications concerning orders placed through your account on the Services. Message and data rates may apply. If you do not wish to receive promotional emails, text messages, or other communications, you may change your notification preferences by accessing Settings in your account. To opt out of receiving promotional text messages from Load Us, you must reply "STOP" from the mobile device



receiving the messages. For purposes of clarity, delivery text messages between you and Load Us are transactional text messages, not promotional text messages.

### **11. E-Sign Disclosure**

By creating a Load Us account, you also consent to the use of an electronic record to document your agreement. You may withdraw your consent to the use of the electronic record by emailing Load Us at [privacy@load-us.com](mailto:privacy@load-us.com) with "Revoke Electronic Consent" in the subject line.

To view and retain a copy of this disclosure, you will need

- (a) a device (such as a computer or mobile phone) with a web browser and Internet access and
- (b) either a printer or storage space on such device. For a free paper copy, or to update our records of your contact information, email Load Us at [privacy@load-us.com](mailto:privacy@load-us.com) with contact information and your mailing address.

### **12. Non-Discrimination Policy**

Load Us and its affiliates prohibit discrimination against any User or other third party based on race, religion, national origin, disability, sexual orientation, sex, marital status, gender identity, age or any other characteristic protected under applicable law. Load Us wants all of our Users to feel safe and welcome and we do not tolerate any conduct that we determine to be discriminatory.

Such discrimination includes, but is not limited to, intentionally refusing or canceling Gigs solely for the purpose of avoiding a particular neighborhood due to the characteristics of the people or businesses that are located in that area or because you are uncomfortable with certain persons based on traits such as age, color, disability, gender identity, marital status, national origin, race, religion, sex, or sexual orientation.

Any user found to have violated Load Us' Non-Discrimination Policy will immediately lose all access to the Load Us Platform.

### **13. Respect Others / Harassment Policy**

Load Us prohibits all Users from displaying any aggressive, confrontational, intimidating, threatening or harassing behavior toward others, including without limitation:

- (a) Hitting, hurting, or intending to hurt any person or animal, or threatening to do the same. Using language or making gestures that could be disrespectful, harassing or threatening.
- (b) Sexual assault or sexual harassment or misconduct of any kind. Assault includes any intentional bodily contact made without explicit consent of the other person, and sexual harassment and misconduct, includes without limitation unconsent to advances, behaviors and remarks like nudging, whistling, winking or flirting, discussing your own or someone else's sex life, using explicit language, or making jokes about sex.
- (c) Disrespecting personal space and/or privacy, like standing unnecessarily close, or commenting on personal appearance, perceived gender identity, or sexual orientation, or asking unrelated personal questions.

**Any user found to have violated Load Us' Respect Others/Harassment Policy will immediately lose all access to the Load Us Platform.**

### **14. Background Check Process**

All Drivers are required to be screened via a standard background check conducted by a third-party Credit Reporting Agency ("CRA" and "Background Check"). During registration as a Driver, you are required to provide a valid driver's license and Social Security Number, and your written consent to Load Us having our CRA conduct a Background Check on you at that time, prior to allowing you to perform Gigs, and also at any time thereafter, as and when determined in our sole discretion, and without any additional consent from you, as may be allowed pursuant to applicable law. The Load Us Background Check Process consists of a criminal background check and Motor Vehicle Record (MVR) report, and does not include a credit check.

In order to be eligible to perform certain Gigs and to help protect against theft and fraud, Drivers may be asked to submit additional personal information to verify their identity, including biometric information or

identifiers such as a selfie, scan of their driver's license and/or other government ID or photo, scan of their face, facial patterns, fingerprints, and voice or typing cadence ("biometric data").

Load Us uses various third party technology, tools and services to collect your personal information and biometric data from you. For more information on how your personal information and biometric data are used and disclosed, please see our Privacy Policy at <https://www.LoadUs.com/privacy>.

The full details of what is needed to pass the Background Check and other details can be found in **Driver FAQs**.

Load Us does not conduct Background Checks or screening on any Shopper for the purposes of allowing them to access and use our Platform to arrange for Delivery Services. However Load Us reserves the right to begin conducting such checks and screening of Shoppers as it deems appropriate in its sole discretion. Any screening or Background Check process is not a substitute for your good judgment when interacting with other Users. At all times while accessing or using our Platform and during the time of any Gig, you must exercise caution and use your common sense.

**ALL USERS ACKNOWLEDGE AND AGREE THAT BY ACCESSING AND USING OUR PLATFORM TO RECEIVE OR PERFORM DELIVERY SERVICES, THEY MAY BE EXPOSED TO UNKNOWN THIRD-PARTIES AND CONTENTS IN GIGS THAT MAY BE OR ARE POTENTIALLY DANGEROUS, OFFENSIVE, HARMFUL, UNSAFE OR OTHERWISE OBJECTIONABLE.**

## **15. Driver Responsibilities**

### **(a) Generally**

It is every Driver's duty and obligation to know and comply with all applicable federal and state laws relating to the pick up and delivery locations of any Gig. Load Us has no liability or responsibility to a Driver or any third party if a Driver fails to comply with these Terms or all applicable laws with respect to the performance of the Gig.

### **(b) Service Dogs**

If a Driver must have a Service Dog present, all cargo must be kept in a separate container that provides protection from pet hair and dander. In no event shall a Driver with a Service Dog offer to provide Delivery Services for Gigs containing food and food related items, clothing or unpackaged items. Drivers should note that Service Dogs may cause complaints from Shoppers and or Gig recipients and such complaints may lead to the deactivation of the Driver's account.

### **(c) Driver Teams and Driver Personnel**

To the extent permitted by law and subject to these Terms, Drivers may NOT work in teams ("Driver Teams") and/or may NOT hire or engage others as employees or subcontractors (collectively "Driver Personnel") to perform all or some of the Delivery Services to be provided by the Driver,

### **(d) Permits, Auto Insurance and Health Insurance**

- (i)** Because Drivers act as their own employer in providing Delivery Services via the Load Us Platform, Load Us does not, and has no responsibility to, provide or pay for any permit, license or insurance a Driver may need or that may be advisable, to perform Delivery Services via the Load Us Platform. Many states require a Driver to have permits and/or licenses to carry certain Gigs. Additionally, many insurance companies will require a Driver to have some level of commercial insurance if using a personal vehicle for business purposes and all Drivers should be aware that their standard automobile liability insurance may not provide them coverage while they are engaged in performing a Gig or while or logged into the App.
- (ii)** Load Us does not provide health insurance, or any other compensation to Drivers if they are hurt or injured while performing a Gig and Load Us does not carry workers' compensation insurance for any Driver unless specifically required by State law. For these reasons, all Drivers are required to have adequate health insurance prior to performing a Gig. Only you can know if you are physically capable of handling a Gig you agree to deliver and Load Us is not liable to you for any costs or damages you may suffer if you are hurt or injured while performing a Gig. At all times you are solely responsible for the costs of any medical care you may require due to any such injury.
- (c)** It is a Drivers' responsibility to know what auto insurance, health insurance, licenses and permits are required or recommended and to procure the same prior to offering on Gigs. A Driver must have valid auto insurance in such amounts as required by State Law and its insurer to cover Driver's performance of Gigs through the Load Us Platform PRIOR to offering on Gigs. A Driver will not be

allowed to deliver Gigs and will be removed from the Platform if the Driver does not have auto insurance coverage in at least the minimum amounts required by the State in which the Driver provides Delivery Services. A Driver must carry proof of all required auto insurance coverage at all times while performing Gigs and must provide the same to Load Us and/or other authorities and officials upon request.

**A DRIVER MUST HAVE THE REQUIRED INSURANCE, LICENSES AND PERMITS TO CARRY ALL ITEMS CONTAINED IN GIG.**

**ALL DRIVERS SHOULD CHECK WITH PROFESSIONALS TO ENSURE THAT YOU HAVE THE REQUIRED INSURANCE, LICENSES AND PERMITS BEFORE YOU OFFER FOR A GIG.**

**LOAD US HAS NO RESPONSIBILITY OR LIABILITY FOR ANY DRIVER OR SHOPPER NOT HAVING THE PROPER AUTHORITY, PERMITS, LICENSES OR INSURANCE TO ENTER INTO THE TRANSACTIONS AGREED UPON ON THE PLATFORM.**

**16. Confidential Information**

During the performance of Gigs, Drivers will have access to the “Confidential Information” of many third parties, including without limitation, the Confidential Information of Load Us, Shoppers, and/or Gig recipients. “Confidential Information” means all information, whether oral, written, contained on electronic media or otherwise, to which a Driver is given or has access to, or is made available to the Driver in connection with the performance of Gigs, including without limitation names, addresses, telephone numbers and other information which may be used to specifically identify a person (“PII” or “Personally Identifiable Information”), and health information protected under the Health Insurance Portability and Accountability Act (“HIPPA” and “Protected Health Information”).

- (a) Confidential Information shall include, without limitation, all information regarding Load Us’ personnel or customer information of Load Us, Shoppers and/or Gig recipients of which a Driver becomes aware.
- (b) Load Us and Drivers have special obligations with respect to the protection of Personally Identifiable Information and Protected Health Information and a Driver is responsible for both knowing those obligations and complying with the same. Failure to meet these obligations will result in the Driver’s permanent removal from the Load Us Platform and the Driver shall be prosecuted to the fullest extent of the law.
- (c) Personally Identifiable Information: Personally Identifiable Information (PII) refers to information that can be used to distinguish or trace an individual’s identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual. It is important to recognize that non-PII can become PII whenever additional information is made available — in any medium and from any source — that, when combined with other available information, could be used to identify an individual. Load Us and Drivers are under a strict obligation not to use or disclose PII except as necessary to perform and deliver Gigs.
- (d) Protected Health Information: If a Driver delivers Gigs containing prescriptions, medicines or other medical documents, the Driver may have access to Protected Health Information. Load Us and Drivers are under a strict obligation not to use or disclose the Protected Health Information of anyone except as necessary to perform and deliver Gigs. In addition, these Drivers must comply with all federal, state and local laws, including the Health Insurance Portability and Accountability Act, as amended, and all regulations and agency guidance applicable to “business associates”. To learn more about complying with these regulations, please visit **HHS.gov** for more information.
- (e) **BY USING THE LOAD US PLATFORM TO RECEIVE OR PERFORM DELIVERY SERVICES YOU MAY AND/OR WILL GAIN KNOWLEDGE OF THIRD PARTIES’ CONFIDENTIAL, PROPRIETARY, PERSONALLY IDENTIFIABLE AND/OR PROTECTED HEALTH INFORMATION.**
- (f) **YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOU, AS A USER OF THE LOAD US PLATFORM ARE SUBJECT TO A STRICT DUTY TO MAINTAIN THE ABSOLUTE CONFIDENTIALITY OF ALL SUCH CONFIDENTIAL AND PERSONAL INFORMATION AND YOU UNDERSTAND THAT UNDER NO CIRCUMSTANCES MAY YOU DISCLOSE SUCH INFORMATION TO ANY OTHER PERSON OR USE SUCH INFORMATION FOR ANY OTHER REASON THAN TO RECEIVE OR PERFORM DELIVERY SERVICES VIA THE ROADIE PLATFORM.**

## 17. **Special Items**

Some Gigs contain “Special Items” (as defined below) that may require a Driver to be 21 years of age, or to possess special qualifications, equipment, permits, licenses, insurance and physical capabilities, including Gigs containing alcohol, cigarettes, HAZMAT and other regulated products. Shoppers are responsible for clearly describing the items included in a Gig so that a Driver knows whether or not they are qualified to offer to perform the Gig.

- (a) DRIVERS ARE RESPONSIBLE FOR KNOWING AND COMPLYING WITH ALL RULES AND REQUIREMENTS TO CARRY A GIG CONTAINING ANY SPECIAL ITEMS PRIOR TO OFFERING ON SUCH GIG, WHETHER RULES AND REQUIREMENTS ARE INCLUDED IN THESE TERMS AND/OR IMPOSED BY APPLICABLE LAW.
- (b) ANY DRIVER DISCOVERING AN ITEM THAT WAS NOT PROPERLY DESCRIBED OR DISCLOSED BY A SHOPPER IN A GIG SHALL IMMEDIATELY NOTIFY LOAD US AT Support@Load-us.com FOR FURTHER DIRECTION.

## 18. **Cigarettes, Tobacco Products, Wine, Beer Or Other Alcoholic Beverages, Firearms and Ammunition**

Load Us does not permit transporting of tobacco products, alcoholic beverages, firearms or ammunition. Under no circumstances is transporting cargo containing these items permissible, as Load Us will not accept any liability involving the oversight, or enforcement that all Drivers are in compliance with proper permits as applicable by law.

## 19. **Pharmacy Deliveries**

A Driver must be 21 years of age to deliver any Gig containing prescription medicine or pharmaceuticals. The Driver must be the only person in the vehicle at all times during the Gig. When taking photos of the items being picked up, the Driver must take the photo so as to not including the patient name or address in the image. Drivers must not leave any Gig containing prescription medicine or pharmaceuticals unattended at any time, and must hand deliver the Gig to a person at the delivery address shown in the App. All Gigs containing prescription medicine will require a signature.

## 20. **Live Animals**

Drivers MUST transport ALL animals INSIDE an appropriately heated or air-conditioned vehicle, with all temperature controls in good working order. Under no circumstances may any animal be transported in the trunk or trunk bed of any vehicle.

## 21. **Oversized/Heavy Items**

Shoppers are not prohibited from including Oversized/Heavy Items in Gigs. Bulky and/or heavier items may require a Driver to have a larger vehicle, and Shopper is responsible for selecting the vehicle that will be suitable for transporting their order. Shoppers are required to assist Driver in unloading any items that exceed 50 (fifty) pounds, or for safety, will require a team lift due to item being oversized. Shopper is responsible for determining if they are physically capable of assisting the Driver before requesting a delivery of Oversized/Heavy Items, and the Driver is required to have the proper vehicle, equipment and physical capacity to perform the Gig as posted. If a Driver does not have the proper vehicle and/or equipment to fit and secure the Gig and/or are not physically capable of handling a Gig the Driver may not offer on the Gig.

- (a) Load Us cannot know whether a particular Driver is physically capable of delivering the Gig offered on. It is the responsibility of Drivers to know and abide by their own physical limits. All Drivers acknowledge and agree that Load Us is not liable to any Driver for any costs or damages you may suffer if you are hurt or injured while performing a Gig and that you are not qualified to receive any health care or other compensation from Load Us if the Driver is injured performing a Gig – whether or not the Gig contains, bulky, heavy or Oversized Item(s).
- (b) The US Occupational Safety and Health Administration (OSHA) does not have a standard setting limits on how much a person may lift or carry. However, the National Institute for Occupational Safety and Health (NIOSH) has developed a mathematical model that helps predict the risk of injury based on the weight being lifted and other criteria.

## 22. **Inspection of Gig Contents**

Drivers have the right to and must inspect Gig contents prior to leaving the pick-up location. If a Driver does not note any damage to an item in the Gig while picking the Gig up, it will be assumed that the

damage was caused while in the Driver's possession and the Driver will be liable therefor. If there is damage to the Gig contents, the Driver should note any damage (it is easiest to take a picture and send it to support@Load Us.com and wait for instructions from Load Us on what to do next with the damaged Gig.

### **23. New In Box Items**

If all or part of a Gig contains new-in-box items that have been pre-packaged by the Shopper and are not open for a Driver to inspect, a Driver has the responsibility to inspect the outside of the packaging. If there is any damage to the outside of the packaging, the Driver should note the damage and contact Load Us.

### **24. Baggage**

If all or part of a Gig contains suitcases, pieces of luggage, purses, handbags, wallets, or other bags containing personal effects (collectively, "Baggage") the Driver shall have no right to request or to inspect the contents, however a Driver still has the responsibility to inspect the outside of the Baggage. If there is damage to the Baggage, the Driver should note and contact Load Us.

### **25. Right to Inspect**

A Driver is NEVER under an obligation to take or bring anything that the Driver has not been given the right to inspect as described and limited above and can always cancel the Gig without penalty if a Shopper does not allow you to inspect or gives you a hard time about asking to inspect the Gig as required by Load Us.

- (a) NO MATTER WHETHER THE GIG IS PRE-PACKAGED OR OPEN FOR INSPECTION, IF A DRIVER DOES NOT NOTE ANY DAMAGE TO AN ITEM IN THE GIG WHILE PICKING THE GIG UP, IT WILL BE ASSUMED THAT THE DAMAGE WILL HAVE BEEN CAUSED WHILE IN THE DRIVER'S POSSESSION AND THE DRIVER WILL BE LIABLE THEREFOR.

### **26. Cancellation and No-shows**

#### **(a) Cancellation by Shoppers**

If a Shopper needs or wants to cancel a Gig, please cancel the request as soon as possible. This will notify the Driver and free them up to accept other Gigs from other Shoppers. To cancel a Gig, tap Cancel on the Gig Details screen within the Load Us App, or call Customer Support at 1-740-670-3354.

#### **(a) When Shopper Cancels**

Load Us will charge a Shopper \$10 for each canceled Gig. A Gig is deemed canceled if the Shopper cancels the Gig once a Driver is already on his way to fulfill the Gig ("Cancellation"). A Shopper will not be charged a cancellation fee if they cancel a Gig due to a Driver's No-Show, or Cancellation or if they cannot contact a Driver during the performance of their Gig.

#### **(b) When Shopper Schedules Driver**

Shoppers are to wait until they have received notification that their order is ready for pickup prior to scheduling a Driver. Notifications of items being unavailable should be communicated by merchant (third party) to Shopper. If Shopper receives notification that all items are unavailable, Gig should be cancelled. Shopper will be charged \$10 if Driver is already on his way to fulfill the Gig ("Cancellation").

### **27. Cancellation by Drivers**

If a Driver needs or wants to cancel a Gig, please cancel the Gig as soon as possible. This will notify Load Us, and the Shopper, and allow another Driver to accept the Gig. To cancel a Gig, tap Cancel on the Gig Details screen within the Load Us App, or call Customer Support at 1-740-670-3354.

### **28. Actions Leading to Temporary Locks and/or Permanent Deactivation of Accounts**

#### **(a) Generally**

Without limiting any other of its remedies at law or in equity, Load Us may temporarily lock and/or permanently deactivate your Load Us account and access to the Platform and eliminate your ability to offer to perform Delivery Services if:

- (i) you breach, are suspected of breaching, or are alleged to have breached these Terms or the Terms or any Driver or Shopper Agreement to which you are subject or any of Load Us' other terms or policies governing a User's use of the Platform;

- (ii) we are unable to verify or authenticate any information you provide to us;
  - (iii) we believe that your actions may cause financial loss or legal liability for you, our Users or Load Us, its affiliates, or third party providers; we believe you may subject Load Us or you or any other User to regulation by any state or local government or regulatory agency;
  - (iv) we suspect or it has been alleged that you have engaged in fraudulent, illegal or harmful activity in connection with your use or access of the Load Us Platform or App, or in connection with your receiving or providing Delivery Services or you or your account is the subject of an investigation of alleged or suspected fraudulent, illegal or harmful activity;
  - (v) or Prohibited Items are discovered in your Gig.
- (b) Other Actions Leading to Locked or Deactivated Accounts**
- (i) Cancellations
    - (A) Load Us may temporarily lock your account after your second Cancellation,
    - (B) and may permanently deactivate your account upon your third Cancellation.
  - (ii) Ratings
 

If a Driver, or Shoppers overall rating falls at, or below, below 3 stars, Load Us may permanently deactivate the account.
  - (iii) Tip Baiting from Shoppers
 

Load Us may permanently deactivate the account if Load Us believes a Shopper is tip baiting drivers by offering a high tip, only to greatly reduce the tip or reduce it to no tip at all.
- (c) Loss of Items in Gigs**
- Load Us will temporarily lock a Driver's account if a Gig is subject to a claim of "shortages" or "mysterious disappearances" during the investigation of such claim. If a User is found to be liable for the claim, Load Us may permanently deactivate the User's account. Additionally, Load Us may permanently deactivate the account of a Driver if the Driver completes 2 or more Gigs with "shortages"; or if a Driver has 2 or more "mysterious disappearances" of an item in a Gig. After one claim, the Shopper will no longer have deliveries left without Shopper taking receipt of delivery in person.

## **29. Account Status**

- (a) Inactive Accounts**
- Load Us reserves the right to permanently deactivate any User's account that has been "inactive" for 60 days or more. If a Driver has not offered on a Gig within the past 60 days, such Driver is deemed to be inactive.
- (b) Reactivation of Temporarily Locked Accounts**
- Load Us may reactivate any Driver or Shopper account temporarily locked after investigation by Load Us in its sole discretion.
- (c) Deactivated Accounts**
- If your account is permanently deactivated, your account information will be deleted and you will be removed from the Load Us Platform. Permanent deactivation will cause you to lose your user name and persona as well as any privileges, badges or other earned items associated with your account. If your account was not deactivated for cause, you may open a new account on the Platform. It will be considered a material breach of these Terms if a User who has been deactivated for cause, opens a new account on the Platform and such new account will be deactivated without notice upon discovery. Load Us is under no obligation to compensate any User for any losses as a result of a User's deactivation.
- (d) Appeal Process**
- Load Us may temporarily lock a User's account while investigating any incident or action that could lead to Load Us permanently deactivating the User's account. The User's account may be locked for such time as Load Us determines is necessary to complete its investigation, in its sole discretion.

Load Us does not make the decision to permanently deactivate a Driver's account without a complete investigation. But we also understand that sometimes there may be extenuating circumstances of which Load Us may not be aware. Therefore, in many instances we allow a Driver to appeal Load Us' decision to permanently deactivate their account.

Certain deactivation decisions, especially those related to zero tolerance violations, are not eligible for appeal. For example, we will not accept appeals for deactivation related to criminal activity while on the App, including fraud, theft or reckless driving. Likewise, we will not accept appeals related to harassment, verbal slurs or profanity directed to any individual, or physical or sexual altercations.

Otherwise the majority of deactivation decisions will be eligible for appeal. Because it is impossible to anticipate the full range of reasons that could result in the deactivation of a Driver's account, ultimate determination of eligibility will be made by Load Us on a case-by-case basis. A Driver will be allowed only one appeal. All appeal decisions made by Load Us are final and not subject to further appeal.

You can find the full details of Load Us' appeal process in the email you received notifying you of the deactivation of your account. If you believe your deactivation is eligible for an appeal, please submit your appeal by following the instructions in your deactivation email.

Should you have any questions about the appeals process please email us at **Support@Load-Us.com**.

ALL LOAD US ACTIONS TAKEN WITH RESPECT TO THE TEMPORARY LOCK, AND/OR PERMANENT DEACTIVATION OF YOUR ACCOUNT MAY BE TAKEN IN Load Us' SOLE DISCRETION, WITH OR WITHOUT NOTICE, AND WITHOUT LIABILITY TO YOU.

### **30. Billing and Payment**

Load Us is not and will not be a party to any agreements between Users for a Driver to perform Delivery Services using our Platform, including the Shopper's agreement to pay the Driver. Therefore, all Users of our Platform are required to provide to Load Us their credit card or bank account details and such other information needed to vet the User and the Payment Service Provider retained by Load Us (the "PSP"). By accepting these Terms, each User agrees that they have downloaded or printed, and reviewed and agreed to the PSP Agreement. Please note that Load Us is not a party to the PSP Agreement and has no obligations or liability to any User under the PSP Agreement.

### **31. Billing**

Shoppers will be responsible for paying the invoice for each Gig contracted for (the "Invoice"), which will include:

- (a) the pricing terms of the Gig provided to a Driver,
- (b) reimbursement of tolls and parking fees incurred by Driver in connection with the Gig if such Shopper has agreed to reimburse for the same; and provided Driver submits the same in accordance with the below section "Reimbursement for Parking Fees and Tolls,
- (c) any cancellation, or wait fees, as may be applicable to the Gig, and
- (d) any other fee Load Us may assess for use of its Platform (combined, the "Gig Payment").

### **32. No Refunds**

Charges paid by you for completed and delivered orders are final and non-refundable. Load Us has no obligation to provide refunds or credits, but may grant them, in each case in Load Us' sole discretion.

Unless otherwise agreed by Load Us, any fees that Load Us may charge a User for their use of the Load Us Platform (including to receive or perform any Delivery Services), are due immediately and are non-refundable and this no refund policy shall apply at all times regardless of your decision to terminate your usage, our decision to terminate your usage, disruption caused to our Platform or the Delivery Services either planned, accidental or intentional, or any reason whatsoever. Load Us reserves the right to determine final prevailing pricing and any pricing information published on the Load Us Website may not reflect the current pricing.

Users of our Platform will be liable for any taxes (including VAT, if applicable) required to be paid because of the User's use of or access to the Load Us Platform, or receiving or performing any Delivery Services or on any Gig Payment received (other than taxes on the Load Us' income).

### **33. Payment Processing**

Payment processing services are provided by Stripe and subject to the Stripe Account Agreement (available at <https://stripe.com/legal>), which includes the Stripe Services Agreement (available at <https://stripe.com/us/legal>) (collectively, the "Stripe Terms"). By using the Load Us Platform to pay for Gigs or receive payment proceeds, all Users agree to be bound by the Stripe Terms, which may be modified from time to time. As a condition of Load Us enabling payment processing services through Stripe, all Users authorize Load Us to obtain all necessary access and perform all necessary activity on your Stripe Connected Account to facilitate

your provision of Services as contemplated by these Terms and your relationship with Load Us. All Users further agree to provide accurate and complete information about you and your business, and authorize Load Us to share it and transaction information with Stripe for the purposes of facilitating of the payment processing services provided by Stripe. Load Us reserves the right to switch payment processing vendors or use alternate or backup vendors in its discretion.

### **34. Payment, Withholding and Release**

If chosen, a Driver is solely responsible for completing delivery of the Gig as agreed upon BEFORE being paid. Within 24 hours after a Shopper receives confirmation through the Platform that their Driver has completed the Gig, the Shopper will authorize Load Us to provide the Shopper's payment details to the PSP for processing of Gig Payment. Load Us, in its sole discretion, may place a hold on a Driver's Gig Payment if the delivery of the Gig is not provided expressly in accordance with the Shopper's directions set forth in the request for Delivery Services, and these Terms, and/or Load Us determines it otherwise necessary or advisable to place a hold on such Gig Payment, including without limitation if Load Us has any suspicion or reason to believe that a Driver or Shopper has breached these Terms, including, without limitation by:

- (a) a claim has been made under the Load Us Protection Plan for loss, damage or theft to a Gig carried by Driver,
- (b) sending or accepting items on the Prohibited Item list;
- (c) establishing an account with Load Us or entering into a Gig with the purpose of defrauding Load Us or any other party;
- (d) using a stolen credit card or any other false information to establish an account with Load Us or pay for a Gig; or
- (e) otherwise engaging in any questionable or fraudulent activity in connection with the performance of the Gig or access and/or use of the Load Us Platform.

**Load Us will release the Gig Payment to a Driver upon establishing the validity of the accounts and Gigs under suspicion, in Load Us' sole but reasonable discretion.**

**LOAD US WILL NOT RELEASE SHOPPERS PAYMENT TO THE DRIVER UNTIL THE PERFORMANCE OF THE GIG IS COMPLETED BY THE DRIVER AS AGREED UPON HEREIN.**

### **35. Miscellaneous**

YOU HEREBY GRANT LOAD US PERMISSION AND THE FULL RIGHT AND AUTHORITY TO FULLY INVESTIGATE AND PROSECUTE VIOLATIONS OF ANY OF THESE TERMS (INCLUDING ALL DOCUMENTS AND AGREEMENTS REFERENCED OR INCORPORATED HEREIN) TO THE FULLEST EXTENT OF THE LAW, INCLUDING INVOLVING, COOPERATING OR DISCLOSING YOUR PERSONAL INFORMATION TO LAW ENFORCEMENT AUTHORITIES IN CONNECTION THEREWITH.

WITHOUT LIMITING OUR OTHER REMEDIES, WE MAY WITHHOLD GIG PAYMENTS, LIMIT, LOCK OR DEACTIVATE YOUR USER ACCOUNT, PROHIBIT ACCESS TO OUR PLATFORM, APPS, WEBSITES, AND THEIR CONTENT (INCLUDING YOUR OWN), SERVICES AND TOOLS, DELAY OR REMOVE HOSTED CONTENT, AND TAKE TECHNICAL AND LEGAL STEPS TO PREVENT ANY USER FROM ACCESSING OUR PLATFORM, APPS, WEBSITES OR ANY PORTION THEREOF IF WE BELIEVE THAT THEY ARE CREATING RISK OR POSSIBLE LEGAL LIABILITIES, INFRINGING THE INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, OR ACTING INCONSISTENTLY WITH THE LETTER OR SPIRIT OF THESE TERMS AND OTHER PUBLISHED LOAD US TERMS OR POLICIES.

### **36. Disclaimer of Warranties and Limits on Load Us' Liability to You**

NEITHER LOAD US NOR ITS AFFILIATES OR LICENSORS IS RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER OF OUR PLATFORM AND LOAD US AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, AFFILIATES AND LICENSORS ARE NOT BE LIABLE FOR ANY LOSS, CLAIM, INJURY OR DAMAGE ARISING IN CONNECTION WITH YOUR USE OF THE PLATFORM OR YOUR RECEIVING OR PROVIDING DELIVERY SERVICES. BY USING THE PLATFORM YOU THEREBY RELEASE LOAD US, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES,



AFFILIATES AND LICENSORS FROM ANY LIABILITY RELATED TO ANY USE OF OUR PLATFORM OR YOUR RECEIVING OR PROVIDING DELIVERY SERVICES OR THE CONDUCT OR MISCONDUCT OF A USER.

No Warranties, Express or Implied: The Delivery Services, Platform and App are provided to you strictly on an “as is” basis without warranties of any kind, either express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose and non-infringement and all warranties are hereby disclaimed by Load Us to the maximum extent permitted by applicable law. Load Us makes no warranties or representations about the accuracy or completeness of any content provided through the Platform or App or the content of any websites linked to the Platform or App.

Load Us does not warrant, endorse, guarantee or assume responsibility for any service advertised or offered by a third party through the Platform or App or any hyperlinked website or featured in any banner or other advertising and Load Us will not be a party to or in any way be responsible for monitoring any transaction between you and third-party providers of products or services.

Without limiting the foregoing, neither Load Us nor its affiliates or licensors warrant or guarantee:

- (a) that access to the Delivery Services, Platform or App will be uninterrupted, error-free, secure, timely or operate on any Device or in combination with any other hardware, application, system or data;
- (b) as to the results that may be obtained from the use of the Delivery Services, Platform or App;
- (c) that the Delivery Services, Platform or App, or the quality of any products, services, information or other material purchased or obtained by you through the Platform or the App, will meet your requirements or expectations;
- (d) as to the timeliness, accuracy, or reliability, of any User;
- (e) as to the timeliness, accuracy, or reliability of our Delivery Services, Platform or App, or any information or materials provided through or in connection with the use of the Delivery Services, Platform or App;
- (f) as to the completeness or content of any Gig;
- (g) that the Platform and App are free from viruses, worms, Trojan horses, or other harmful components or that any errors or defects in the Delivery Services;
- (h) Platform or App will be corrected; or
- (i) that any personal information supplied by you will not be misappropriated, intercepted, deleted, destroyed or used by others.

### **38. Limitations of Liability**

YOU ACKNOWLEDGE AND AGREE THAT LOAD US IS ONLY WILLING TO PROVIDE THE PLATFORM IF YOU AGREE TO CERTAIN LIMITATIONS OF OUR LIABILITY TO YOU AND THIRD PARTIES.

LOAD US EXPRESSLY DISCLAIMS ANY LIABILITY THAT MAY ARISE BETWEEN USERS OF ITS PLATFORM. USE OF OUR PLATFORM, AND RECEIVING OR PERFORMING DELIVERY SERVICES THEREUNDER ARE ENTIRELY AT A USER’S OWN RISK.

LOAD US CURRENTLY DOES NOT AND HAS NO OBLIGATIONS TO ASSESS THE SUITABILITY, LEGALITY OR ABILITY OF ANY USER TO PERFORM OR COMPLETE A GIG AND YOU EXPRESSLY WAIVE AND RELEASE LOAD US FROM ANY AND ALL ANY LIABILITY, CLAIMS OR DAMAGES ARISING FROM OR IN ANY WAY RELATED TO A USER’S PERFORMANCE OF A GIG. YOU ACKNOWLEDGE THAT USERS PROVIDING DELIVERY SERVICES REQUESTED USING THE LOAD US PLATFORM OR APP MIGHT NOT BE PROFESSIONALLY LICENSED OR PERMITTED AND MAY NOT HAVE THE PROPER INSURANCE. LOAD US WILL NOT BE A PARTY TO DISPUTES, NEGOTIATIONS OF DISPUTES BETWEEN ANY OF OUR USERS. YOU EXPRESSLY WAIVE AND RELEASE Load Us FROM ANY AND ALL LIABILITY, CLAIMS, CAUSES OF ACTION, OR DAMAGES ARISING FROM YOUR ACCESS OR USE OF THE LOAD US PLATFORM, APP OR YOUR RECEIVING OR PERFORMING DELIVERY SERVICES, OR IN ANY WAY RELATED TO ANOTHER USER OR ANY OTHER THIRD PARTY INTRODUCED TO YOU BY THE PLATFORM, APP OR DURING A GIG, OR OTHERWISE.

YOU AGREE NOT TO HOLD LOAD US, ITS AFFILIATES, ITS LICENSORS, ITS PARTNERS IN PROMOTIONS, SWEEPSTAKES OR CONTESTS, OR ANY OF SUCH PARTIES’ AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, CORPORATE PARTNERS, OR PARTICIPANTS LIABLE FOR ANY DAMAGE, SUITS, CLAIMS, AND/OR CONTROVERSIES (COLLECTIVELY, “LIABILITIES”) THAT HAVE ARISEN OR MAY ARISE, WHETHER

KNOWN OR UNKNOWN, RELATING TO YOUR OR ANY OTHER PARTY'S USE OF OR INABILITY TO ACCESS OR USE THE PLATFORM, APP OR DELIVERY SERVICES, INCLUDING WITHOUT LIMITATION ANY LIABILITIES ARISING IN CONNECTION WITH THE CONDUCT, ACT OR OMISSION OF ANY USER (INCLUDING WITHOUT LIMITATION STALKING, HARASSMENT THAT IS SEXUAL OR OTHERWISE, ACTS OF PHYSICAL VIOLENCE, AND DESTRUCTION OF PERSONAL PROPERTY), ANY DISPUTE WITH ANY USER, ANY INSTRUCTION, ADVICE, ACT, OR SERVICE PROVIDED BY Load Us OR ITS AFFILIATES OR LICENSORS AND ANY DESTRUCTION OF YOUR INFORMATION AND WHETHER OR SUCH CONDUCT, ACT OR OMISSION OCCURS DURING YOUR USE OR ACCESS OF THE PLATFORM OR APP OR DURING THE PERFORMANCE OF A GIG.

UNDER NO CIRCUMSTANCES WILL LOAD US, ITS AFFILIATES, ITS LICENSORS, OR ANY OF SUCH PARTIES' AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, CORPORATE PARTNERS, OR PARTICIPANTS BE LIABLE TO YOU, ANOTHER USER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES ARISING IN CONNECTION WITH YOUR USE OF OR INABILITY TO ACCESS OR USE THE PLATFORM, APP OR DELIVERY SERVICES, ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN A DRIVER, Shopper, ANY THIRD PARTY SERVICE PROVIDER, ADVERTISER OR SPONSOR WHOSE ADVERTISING APPEARS ON THE WEBSITE OR IS A USER OF THE PLATFORM OR APP INCLUDING FOR PERSONAL INJURY, LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE, EVEN IF ALL PARTIES HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

IF NOTWITHSTANDING THE FOREGOING EXCLUSIONS, IT IS DETERMINED THAT LOAD US OR ITS AFFILIATES, ITS LICENSORS, OR ANY OF SUCH PARTIES' AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, CORPORATE PARTNERS, OR PARTICIPANTS ARE LIABLE FOR DAMAGES, IN NO EVENT WILL THE AGGREGATE LIABILITY, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED THE TOTAL FEES PAID BY YOU OR TO YOU DURING THE SIX MONTHS PRIOR TO THE TIME SUCH CLAIM AROSE YOU EXPRESSLY WAIVE AND RELEASE ANY AND ALL RIGHTS AND BENEFITS UNDER SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA (OR ANY ANALOGOUS LAW OF ANY OTHER STATE), WHICH READS AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM, MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

Contingent upon your compliance with the terms and conditions of the Terms, Load Us hereby grants to you a limited, non-transferable, non-exclusive, non-assignable, revocable license to use the Platform via the App on any authorized Android Device that you own or control and/or any iPhone or iPod touch that you own or control and as permitted by the Usage Rules set forth in Section 9.b. of the App Store Terms and Conditions (the "Usage Rules"). This license does not allow you to use the Platform or App on any Device that you do not own or control. The terms of the license will govern any upgrades provided by Load Us that replace and/or supplement the Load Us Platform or App, unless such upgrade is accompanied by a separate license in which case the terms of that license will govern.

### **39. Intellectual Property; Limited License**

#### **Load Us Content**

The Platform and all of its contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) (collectively, the "Content"), is owned by Load Us, its licensors, or other providers of such material and is protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. You may not use any of the Content for any purposes without our prior written consent.

In particular, but without limitation, the Content includes the Load Us name, and all related names, logos, product and service names, designs, and slogans are trademarks of Load Us or its affiliates or licensors. You must not use such marks without the prior written permission of Load Us. All other names, logos, product and service names, designs, and slogans on the Platform are the trademarks of their respective owners; our use

of the same is generally allowed under licenses with their respective owners, and does not imply or grant you any right to use the same.

#### **40. Nature of License**

Subject to your compliance with these Terms, Load Us grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferrable license to: (i) access and use the Applications on your personal device solely in connection with your use of the Services; and (ii) access and use any content, information and related materials that may be made available through the Services, in each case solely for your commercial use. Any rights not expressly granted herein are reserved by Load Us and Load Us' licensors. Load Us reserves the right to stop offering and/or supporting our Platform, App or our Users' ability to receive or perform Delivery Services or any particular portion or part of our Platform, App or access to Delivery Services at any time, at which point your license to use the Platform or App or your access to the Delivery Services therefrom, or any part thereof, will be automatically deactivated. In such event, Load Us shall not be required to provide refunds or other compensation to users in connection with such discontinued Platform, App or access to Delivery Services.

You shall not:

- (a) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Platform or the App in any way;
- (b) modify or make derivative works based upon the Platform or the App;
- (c) create Internet "links" to the Platform, alternate access to Delivery Services, or "frame" or "mirror" any App on any other server or wireless or Internet-based device;
- (d) reverse engineer or access the Platform or App to copy any ideas, features, functions or graphics of the Platform or App whether to build competitive products or services using similar ideas, features, functions or graphics of the Platform or App, or otherwise;
- (e) launch an automated program or script that unduly burdens, interferes, disrupts, hinders the integrity, operation and/or performance of the Platform or App (or the data contained therein) in any way or for any User, including but not limited to Trojan horses, viruses, worms, web spiders, web crawlers, web robots, web ants, web indexers, bots, or any program which may make multiple server requests per second, or send and/or store in our App;
- (f) attempt to gain unauthorized access to the Platform or App or its related systems or networks, or circumvent or attempt to defeat any security or verification measures relating to use of the Platform or App; or
- (g) use our Platform or App to send spam or otherwise duplicative or unsolicited messages, send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or that violates third party privacy rights or send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs.

#### **41. Copyright Infringement**

We take claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or from the Platform infringe your copyright, you may request removal of those materials (or access thereto) from the Platform by submitting written notification to our copyright agent (designated below), which notice must include substantially the following:

- (a) Identification of the copyrighted work that you claim has been infringed;
- (b) Identification of the material that you claim is infringing and needs to be removed, including a description of where it is located on the Platform so that our copyright agent can locate it;
- (c) Your address, telephone number, and, if available, e-mail address, so that the copyright agent
- (d) may contact you about your complaint; and
- (e) A signed statement that the above information is accurate; that you have a good faith belief
- (f) that the identified use of the material is not authorized by the copyright owner, its agent, or the law;
- (g) and, under penalty of perjury, that you are the copyright owner or are authorized to act on the copyright owner's behalf in this situation.

Our designated copyright agent to receive notices is:

Load Us, Inc.

Attn: Copyright Agent

#### **42. Restrictions**

You may not:

- (a) remove any copyright, trademark or other proprietary notices from any portion of the Content or Service;
- (b) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit any portion of the Content or Services except as expressly permitted by Load Us;
- (c) decompile, reverse engineer or disassemble the any part of the Content or Services, except as may be permitted by applicable law;
- (d) link to, mirror or frame any portion of the Content or Services;
- (e) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Content or Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Services; or
- (f) attempt to gain unauthorized access to or impair any aspect of the Services or its related systems or networks.

#### **43. Ownership**

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

#### **44. Third Party Services and Content**

The Services may be made available or accessed in connection with third party services and content (including advertising) that Load Us does not control. You acknowledge that different terms of use and privacy policies may apply to your use of such third party services and content. Load Us does not endorse such third party services and content and in no event shall Load Us be responsible or liable for any products or services of such third party providers. Additionally, Apple Inc., Google, Inc., Microsoft Corporation or BlackBerry Limited will be a third-party beneficiary to this contract if you access the Services using Applications developed for Apple iOS, Android, Microsoft Windows, or Blackberry-powered mobile devices, respectively. These third party beneficiaries are not parties to this contract and are not responsible for the provision or support of the Services in any manner. Your access to the Services using these devices is subject to terms set forth in the applicable third party beneficiary's terms of service. Via the Load Us Platform, including on our Website, you may enter into correspondence with, purchase goods and/or services from, or participate in promotions of third party service providers, advertisers or sponsors showing their goods and/or services through the Website or App. Any such activity, and any terms, conditions, warranties or representations associated with such activity, is solely between you and the applicable third-party. Load Us and its licensors shall have no liability, obligation or responsibility for any such correspondence, purchase, transaction or promotion between you and any such third-party. Load Us does not endorse any sites on the Internet that are linked through the Website or App, and in no event shall Load Us or its licensors be responsible for any content, products, services or other materials on or available from such sites or third party providers. Load Us provides the Website and App to you pursuant to these Terms and certain third-party providers of goods and/or services may require your agreement to additional or different terms and conditions prior to your use of or access to such goods or services. Load Us has no responsibility or liability arising from any agreements between you and such third party providers.

#### **45. Your Use of the Services**

##### **(a) User Accounts**

In order to use most aspects of the Services, you must register for and maintain an active User account ("Account"). Account registration requires you to submit to Load Us certain personal information, such as your name, address, mobile phone number and age, as well as at least one valid payment method (either a credit card or accepted payment partner). You agree to maintain accurate, complete, and up-to-date information in your Account. Your failure to maintain accurate, complete, and up-to-date Account information, including having an invalid or expired payment method on file, may result in your inability to access and use the Services or Load Us' termination of this Agreement with you. You are responsible for

all activity that occurs under your Account, and you agree to maintain the security and secrecy of your Account username and password at all times. Unless otherwise permitted by Load Us in writing, you may only possess one Account.

(b) **User Requirements and Conduct**

The Service is not available for use by persons under the age of 18, and you must be at least 18 years of age to obtain an Account. You may not authorize third parties to use your Account, and you may not allow persons under the age of 18 to receive transportation or logistics services from Third Party Providers. You may not assign or otherwise transfer your Account to any other person or entity. You agree to comply with all applicable laws when using the Services, and you may only use the Services for lawful purposes (e.g., no transport of unlawful or hazardous materials). You will not in your use of the Services cause nuisance, annoyance, inconvenience, or property damage, whether to a Third Party Provider or any other party. In certain instances, you may be asked to provide proof of identity to access or use the Services, and you agree that you may be denied access to or use of the Services if you refuse to provide proof of identity.

**46. Notices**

Load Us may give Users general notice regarding the Platform, these Terms, Drivers or Shoppers Agreements, or otherwise via electronic mail to your email address on record in Load Us' account information, or by written communication sent by first class mail or pre-paid post to your address on record in Load Us' account information. Any legal or formal notices, requests or other communications required or permitted to be given hereunder shall be in writing and shall be delivered by hand, by overnight courier, mailed by United States registered or certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party at its address set forth below.

Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email). You may give notice to Load Us (such notice shall be deemed given when received by Load Us) at any time by email at operations@Load Us.com with a copy to legal@Load Us.com and/or letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to Load Us at 3565 Piedmont Road, Building 4, Suite 120, Atlanta, GA 30305, addressed to the attention of: Head of Operations. Load Us will give notice to Driver at the address provided by Driver when forming their account on the Load Us Platform.

**47. Assignment**

You may not assign your responsibilities, duties and obligations (or any portion thereof) as set forth in these Terms, including in any Driver or Shopper Agreement, as applicable, to any party without the prior written approval of Load Us in each instance. Any purported assignment in violation of this section shall be void.

**48. Export Control**

You agree to comply fully with all U.S. and foreign export laws and regulations to ensure that none of the Platform, App, any technical data related thereto or any direct product thereof is exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by, such laws and regulations. By using the Platform, you represent and warrant that: (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

**49. RELATIONSHIP BETWEEN LOAD US, DRIVERS AND SHOPPERS**

No joint venture, partnership, employment, or agency relationship exists between you, any other User, Load Us or any third party provider as a result of a User entering into a Driver or Shopper Agreement, their use of the Platform or their providing or receiving Delivery Services via the Platform. If any provision of these Terms or any Drivers or Shoppers Agreement is held to be invalid or unenforceable, such provision shall be revised as minimally as possible to validate or enforce the same, as well as the original intent of these Terms, and the remaining provisions shall be enforced to the fullest extent under law. The failure of Load Us to enforce any right or provision in these Terms, any Driver or Shopper Agreement shall not constitute a waiver of such right or provision unless specifically acknowledged and agreed to by an authorized person from Load Us in writing.

**Unless Load Us has entered into a separate written agreement with a User addressing their access or use of our Platform or App or the Delivery Services**, these Terms, and all agreements and documents referenced herein, including without limitation the Drivers and Shoppers Agreements, comprise the entire

agreement between our Users and Load Us superseding all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between a User and Load Us regarding a User's use of and access to the Load Us Platform, Website, App and Delivery Services.

If you have entered into another Agreement with Load Us and/or any Load Us affiliate you acknowledge that document also is part of our agreement regarding your use of the Load Us Platform

If you have entered into a Dispute Resolution and/or Arbitration Agreement with Load Us, and/or any Load Us affiliate, you acknowledge that those documents are also a part of our agreement regarding your use of the Load Us Platform.

#### **50. Promotional Codes**

Load Us may, in Load Us' sole discretion, create promotional codes that may be redeemed for Account credit, or other features or benefits related to the Services and/or a Third Party Provider's services, subject to any additional terms that Load Us establishes on a per promotional code basis ("Promo Codes"). You agree that Promo Codes:

- (a) must be used for the intended audience and purpose, and in a lawful manner;
- (b) may not be duplicated, sold or transferred in any manner, or made available to the general public (whether posted to a public form or otherwise), unless expressly permitted by Load Us;
- (c) may be disabled by Load Us at any time for any reason without liability to Load Us;
- (d) may only be used pursuant to the specific terms that Load Us establishes for such Promo Code;
- (e) are not valid for cash; and
- (f) may expire prior to your use. Load Us reserves the right to withhold or deduct credits or other features or benefits obtained through the use of Promo Codes by you or any other user in the event that Load Us determines or believes that the use or redemption of the Promo Code was in error, fraudulent, illegal, or in violation of the applicable Promo Code terms or these Terms.

#### **51. Network Access and Devices**

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

#### **52. Third Party Links**

The Platform may contain links to other sites, services and resources provided by third parties on the Platform: these links are provided for your convenience or marketing purposes only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to the Platform, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

#### **53. Dispute Resolution**

**PLEASE READ THE FOLLOWING SECTION CAREFULLY. IT REQUIRES YOU TO ARBITRATE DISPUTES WITH LOAD US AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF.**

**THIS SECTION 53 OF THIS AGREEMENT SHALL BE REFERRED TO AS THE "ARBITRATION AGREEMENT"**

##### Scope of Arbitration Agreement

You agree that any dispute or claim relating in any way to your access or use of the Services as a User of the Services, to any advertising or marketing communications regarding Load Us or the Services, to any products or services sold or distributed through the Services that you received as a User of our Services, or to any

aspect of your relationship or transactions with Load Us as a User of our Services will be resolved by binding arbitration, rather than in court, except that:

- (a) you may assert claims in small claims court if your claims qualify, so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis; and
- (b) you or Load Us may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). This Arbitration Agreement shall apply, without limitation, to all claims that arose or were asserted before the Effective Date of this Agreement.

ANY CASES FILED AGAINST LOAD US IN THE FUTURE—THAT ATTEMPT TO ASSERT CLASS ACTION CLAIMS, AND BY ACCEPTING THIS ARBITRATION AGREEMENT YOU ELECT NOT TO PARTICIPATE IN SUCH CASES.

IF YOU AGREE TO ARBITRATION WITH LOAD US, YOU ARE AGREEING IN ADVANCE THAT YOU WILL NOT PARTICIPATE IN OR SEEK TO RECOVER MONETARY OR OTHER RELIEF IN ANY SUCH CLASS, COLLECTIVE, AND/OR REPRESENTATIVE LAWSUIT. INSTEAD, BY AGREEING TO ARBITRATION, YOU MAY BRING YOUR CLAIMS AGAINST LOAD US IN AN INDIVIDUAL ARBITRATION PROCEEDING. IF SUCCESSFUL ON SUCH CLAIMS, YOU COULD BE AWARDED MONEY OR OTHER RELIEF BY AN ARBITRATOR.

LOAD US AND USER MUTUALLY AGREE TO RESOLVE ANY AND ALL COVERED JUSTICIABLE DISPUTES BETWEEN THEM EXCLUSIVELY THROUGH FINAL AND BINDING ARBITRATION, ON AN INDIVIDUAL BASIS, INSTEAD OF A COURT OR JURY TRIAL. This means you may not bring any legal action, including any class action, against Load Us, nor may you participate in such an action brought by another person. The terms of this Section (this “arbitration agreement”) requires the arbitration of any claims that Load Us or User may have against the other or against any of their officers, directors, employees, subcontractors, or agents in their capacity as such or otherwise, direct or indirect parents and subsidiaries, and affiliates, agents, successors or assigns, each and all of which may enforce this arbitration agreement as direct or third-party beneficiaries.

(a) Governing Law

This arbitration agreement is intended by Load Us and User to be governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16) (the “FAA”) to the fullest extent permitted by law. To the extent that the FAA is found to not apply to any issue that arises under this arbitration agreement or the enforcement hereof, then that issue shall be resolved under the laws of the state of Ohio. Load Us and User mutually agree, in particular but without limitation, that if a court of competent jurisdiction finds that the FAA does not require or provide for enforcement of this arbitration agreement, then the laws of the state of Ohio regarding enforcement of arbitration provisions shall apply.

(b) Application; Coverage

This arbitration agreement applies to any and all claims or controversies, past, present or future, arising out of or relating to these Terms, this arbitration agreement, User’s receipt of services or use of the Platform, any payments made by User through the Platform, the termination of these Terms, claims of harassment, retaliation, or discrimination, and all other aspects of a User’s relationship (or the termination of its relationship) with Load Us, whether arising under federal, state or local statutory and/or common law. User and Load Us agree that the mutual obligations contained in these Terms and to arbitrate disputes provide adequate consideration for this arbitration agreement.

(c) Service

If either party initiates arbitration, the initiating party must notify the other party in writing via U.S. Mail, or hand delivery within the applicable statute of limitations period. This demand for arbitration must include: (i) the name and address of the party seeking arbitration; (ii) a statement of the legal and factual basis of the claim; and (iii) a description of the remedy sought. Any demand for arbitration by User must be delivered to Load Us as provided in these Terms under “Notice.” Any demand for arbitration by Load Us may be delivered to User at User’s home or business address, as set out in User’s then-current Account. The Arbitrator will resolve all disputes regarding the timeliness or propriety of the demand for arbitration.

(d) Class and Collective Action Waivers. Load Us and User mutually agree that by entering into this arbitration agreement, both waive their right to have any covered dispute or claim brought, heard or arbitrated as a class action and/or collective action, and an Arbitrator will not have any authority to hear or arbitrate any class and/or collective claim (“Class Action Waiver”). Notwithstanding any other clause contained in this arbitration agreement or the AAA Rules, as defined below, any claim that all or part of this Class Action

Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an Arbitrator. The Class Action Waiver will be severable from this arbitration agreement in any case, in which:

- (i) the dispute is filed as a class and/or collective action and
- (ii) there is a final judicial determination that all or part of the Class Action Waiver is invalid, unenforceable, unconscionable, void, or voidable. In such case, the class and/or collective action to that extent must be litigated in a civil court of competent jurisdiction, but the portion of the Class Action Waiver that is enforceable shall be enforced in arbitration.

**(e) Proceedings**

Except as otherwise stated in this arbitration agreement, any arbitration shall be governed by the American Arbitration Association Commercial Arbitration Rules (“AAA Rules”), subject to the following:

- (i) The arbitration shall be heard by one Arbitrator selected in accordance with the AAA Rules. Unless the parties agree otherwise, the Arbitrator shall be an attorney experienced in the law in the underlying dispute and licensed to practice law in the state in which the arbitration is convened or a former judge from any jurisdiction.
- (ii) Unless User and Load Us agree otherwise, the arbitration will be conducted within 25 miles of the primary location in which User received the Services, unless the parties agree otherwise. If the claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of documents submitted to the Arbitrator by the parties, unless the arbitrator determines that a hearing is necessary.
- (iii) Unless applicable law provides otherwise, as determined by the Arbitrator, the parties agree that they will equally split all of the Arbitrator’s fees and costs. Each party will pay for its own costs and attorneys’ fees, if any. However, if any party prevails on a claim that affords the prevailing party attorneys’ fees, the Arbitrator may award reasonable fees to the prevailing party as provided by law. If the law (including the common law) of the jurisdiction in which the arbitration is held requires a different allocation of arbitral fees and costs for this arbitration agreement to be enforceable, then such law will be followed, and any disputes in that regard will be resolved by the Arbitrator.
- (iv) The Arbitrator is authorized to issue orders (including subpoenas to third parties) allowing the parties to conduct discovery sufficient to allow each party to prepare that party’s claims and/or defenses, taking into consideration that arbitration is intended to be a speedy and efficient method for resolving disputes.
- (v) Except as provided in the Class Action Waiver, the Arbitrator may award all remedies to which a party is entitled under applicable law and which would otherwise be available in a court of law, but shall not be empowered to award any remedies that would not have been available in a court of law for the claims presented in arbitration. The Arbitrator shall apply the state or federal substantive law, or both, as is applicable and be bound by applicable principles of law.
- (vi) The Arbitrator may hear motions to dismiss and/or motions for summary judgment and will apply the standards of the Federal Rules of Civil Procedure governing such motions.
- (vii) The Arbitrator’s decision or award shall be in writing with findings of fact and conclusions of law. Judgment may be entered on the Arbitrator’s decision or award in any court of competent jurisdiction.
- (viii) Either Load Us or User may apply to a court of competent jurisdiction for temporary or preliminary injunctive relief on the ground that without such relief the arbitration provided in this Section may be rendered ineffectual.

**(f) Administrative Hearings**

Regardless of any other terms of this arbitration agreement, claims may be brought before, and remedies awarded by, an administrative agency to the full extent applicable law permits access to such an agency notwithstanding the existence of an agreement to arbitrate governed by the Federal Arbitration Act (such as the National Labor Relations Board, the U.S. Department of Labor or the Equal Employment Opportunity Commission). This arbitration agreement does not apply to any claim that may not be arbitrated as provided by an Act of Congress.

**(g) References**

The AAA Rules referenced herein may be found at [www.adr.org](http://www.adr.org) or by searching for “AAA Commercial Arbitration Rules” using a service such as [www.Google.com](http://www.Google.com) or [www.Bing.com](http://www.Bing.com).

**(h) Miscellaneous**



This arbitration agreement is the full and complete agreement relating to the formal resolution of disputes covered by this arbitration agreement. If any portion of this arbitration agreement is deemed unenforceable, the remainder of this arbitration agreement will be enforceable. This arbitration agreement survives indefinitely after the termination of these Terms and/or after User ceases any relationship with Load Us. Notwithstanding any contrary language, this arbitration agreement may not be modified or terminated absent a writing signed (electronically or otherwise) by both User and an authorized representative of Load Us.

#### **54. General Information**

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

#### **55. Entire Agreement**

These "Terms" constitutes the entire agreement between you and Load Us, LLC and shall govern the use of our Services, superseding any prior version of this "Terms" between you and us with respect to Load Us, LLC Services. You may also be subject to additional terms and conditions that may apply when you use or purchase certain other Load Us, LLC Services, affiliate Services, third-party content or third-party software.

#### **56. WAIVER AND SEVER-ABILITY OF TERMS**

At any time, should Load Us, LLC fail to exercise or enforce any right or provision of the "Terms", such failure shall not constitute a waiver of such right or provision. If any provision of this "Terms" is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the "Terms" remain in full force and effect.

#### **57. NO RIGHT OF SURVIVORSHIP NON-TRANSFERABILITY**

You acknowledge, understand and agree that your account is non-transferable and any rights to your ID and/or contents within your account shall terminate upon your death. Upon receipt of a copy of a death certificate, your account may be terminated and all contents therein permanently deleted.

#### **58. STATUTE OF LIMITATIONS**

You acknowledge, understand and agree that regardless of any statute or law to the contrary, any claim or action arising out of or related to the use of our Services or the "Terms" must be filed within 1 year(s) after said claim or cause of action arose or shall be forever barred.

#### **59. VIOLATIONS**

Please report any and all violations of these "Terms" to Load Us.

#### **60. CONTACT INFORMATION**

The Platform is operated by Load Us, LLC. Load Us welcomes your questions or comments regarding the Terms:

Load Us, LLC  
149 Custer Road  
Heath, Ohio 43056  
Telephone: 740- 670-3354  
Email: [admin@load-us.com](mailto:admin@load-us.com)