

- **HAULOR TERMS OF SERVICE**

August 16, 2017

This following user agreement describes the terms and conditions on which Haulor, Inc. offers you access to the Haulor Program.

Welcome to the Hauler/User agreement (the “**Agreement**” or “**Terms of Service**”) for Haulor (the “**Haulor Program**”), an application owned and operated by Haulor Inc., a Delaware corporation, whose principal office is located at 604 Arizona Ave., Santa Monica, CA 90401. This Agreement is a legally binding agreement made between you, the Hauler, or you, the User (“**You**,” “**Your**,” or “**Yourself**”) and Haulor, Inc. (“**Haulor**,” “**We**,” “**Us**” or “**Our**”).

Haulor is willing to allow you to participate in the Haulor Program only upon the condition that You accept all the terms contained in this Agreement. This is not agreement to allow you to license, sell or own any part of the Haulor Program but only a permissive use contract. By signing up with or by using the Haulor Program, You indicate that You understand this Agreement and accept all of its terms. If You do not accept all the terms of this Agreement, then Haulor is unwilling to allow you to participate in the Haulor Program.

The Haulor Program is a mobile application platform (herein referred to as “**Haulor Program**”) that provides a means to enable persons who seek assistance in connection with the relocation, moving, or messengering of personal items to certain destinations (“**Users**”) to be matched with persons willing to use their vehicles to drive the items and assist with the move of or messengering of such personal items to those destinations (“**Haulers**”). For purposes of this Agreement these services shall collectively be defined as the “**Services**.” This Agreement describes the terms and conditions that will govern Your use of and participation in mobile application platform known as the Haulor Program.

Please read this Agreement carefully before using the Services. You must read, agree with and accept all of the terms and conditions contained in

this Agreement, which includes those terms and conditions expressly set out below and those incorporated by reference, before You use any of the Services. By using any of the Services, You become a Participant in Haulor and a User of Services available on the Haulor Program (“**Participant**” or “**User**”) and You agree to be bound by the terms and conditions of this Agreement with respect to such Services.

If You do not agree to be bound by the terms and conditions of this Agreement, please do not use or access Haulor or register for the services provided on Haulor. We may amend this Agreement at any time by posting the amended terms on the Haulor Program. If We post amended terms on the Haulor Program, You may not use the Services without accepting them. Except as stated below, all amended terms shall automatically be effective after they are posted on the Haulor Program. This Agreement may not be otherwise amended except in writing signed by You and Haulor.

Haulor does not provide transportation services or moving or hauling services, and Haulor is not a transportation carrier or a moving or hauling of freight carrier. The services rendered by the Haulor Program is solely to match Hauler’ and User’s desiring to move, messenger or relocate items. It is up to the Hauler or vehicle operator to decide whether or not to offer to transport the User’s item(s) as requested through the Haulor Program, and it is up User to decide whether or not to accept the Service from any Hauler contacted through the Haulor Program. Any decision by a User to offer or accept the Services once such User is matched through the Haulor Program is a decision made in such User’s sole discretion. Haulor offers a mobile application platform to match and connect Haulers and Users with each other, but does not and does not intend to provide transportation services or moving services or act in any manner as a transportation carrier or a moving carrier and has no responsibility or liability for any transportation services or

moving services voluntarily provided to any User by any Hauler using the Haulor Program.

This paragraph applies to any version of the Haulor Program that you acquire from the Apple App Store. This Agreement is entered into between You and Haulor. Apple, Inc. (“**Apple**”) is not a party to this Agreement and shall have no obligations with respect to the Haulor Program. Haulor, not Apple, is solely responsible for the Haulor Program and the content thereof as set forth hereunder. However, Apple and Apple’s subsidiaries are third party beneficiaries of this Agreement. Upon Your acceptance of this Agreement, Apple shall have the right (and will be deemed to have accepted the right) to enforce this Agreement against You as a third party beneficiary thereof. This Agreement incorporates by reference the Licensed Application End User License Agreement published by Apple, for purposes of which, You are “**the end-user**.” In the event of a conflict in the terms of the Licensed Application End User License Agreement and this Agreement, the terms of this Agreement shall control.

Payments

- Charges (applicable to California users only). As a User in California, You agree that any mandatory amounts charged following a service (a “**Charge**”) are due immediately. Haulor reserves the right to determine pricing.
- Administrative Fee. Haulor receives an administrative fee of up to 20% (the “**Administrative Fee**”) of each Charge (California only), net of the \$2.00 per move Cargo Insurance Fee (the “**Cargo Insurance Fee**”).
- Refunds. The full amount of the Donation or Charge, as applicable (including the Administrative Fee), is charged immediately following completion of such election to the User’s authorized credit card and transferred (less the Administrative Fee) to such Hauler’s account. All payments made are non-refundable.

This no-refund policy shall apply at all times regardless of a User's decision to terminate usage of Haulor, our decision to terminate a User's usage, disruption caused to our Services either planned, act of God, accidental or intentional, or any other reason whatsoever.

- Promotional Offers. Haulor, at its sole discretion, may make available promotional offers with different features to any of our customers. These promotional offers, unless made to You, shall have no bearing whatsoever on Your offer or contract. Haulor may change its Administrative Fee as we deem necessary for our business. We encourage You to check this Agreement periodically if You are interested in keeping abreast of the rate of our Administrative Fee.
- Cancellation Fee. In the event that a User cancels a request for services on the Haulor Program more than 90 seconds after such request is made, User agrees to pay a "Cancellation Fee" of \$5.00.
- Facilitation of Payments. All Charges, as applicable, shall be facilitated through Braintree, Haulor's third-party payment processing service. Haulor, Inc. uses Braintree, a division of PayPal, Inc. (Braintree) for payment processing. In order for you to use Braintree's payment processing services, you must enter into the Merchant Services Agreement (MSA) with Braintree and its sponsoring bank. The MSA is available at <https://www.braintreepayments.com/agreements/merchant>. By accepting this Agreement, you agree: (a) that you have downloaded or printed the MSA, and (b) that you have reviewed and agree to the MSA. Please note that Haulor, Inc. is not a party to the MSA and that you, Braintree and Braintree's sponsoring bank and the three parties to the MSA and that Haulor, Inc. has no obligations or liability to you under the MSA. If you have questions regarding the MSA, please contact Braintree at (877) 434-2894."

Insurance

Haulor maintains an insurance policy with an excess automobile liability insurance up to \$10,000 per occurrence. The policy offers excess liability protection over a Hauler's existing insurance while such Hauler is transporting the personal items of a User on a trip arranged through the Haulor Program. The policy coverage is limited to liability only and does not provide coverage for collision, comprehensive or wear and tear damage to a Hauler's vehicle or the item being hauled. As with any automobile insurance policy, additional insurance terms, requirements, limitations, and exclusions apply. We do not procure insurance for, nor are we responsible for, personal belongings left in the car by Hauler(s) or User(s).

In addition, Haulor maintains as an excess policy of insurance a policy that covers any damage to the cargo or items that may be moved, relocated or messaged as part of Haulor services. This policy is in excess of the Hauler's policy. As with any insurance policy, additional terms and requirements, limitations and exclusions apply. The policy serves as a buffer between the haulor drivers insurance and the users. Any damages that occur during the process, be it on the haulor driver side or the users side, will be handled through the insurance policies of the driver and the user.

This is an unofficial summary of Haulor's master insurance policy and may not always be up-to-date. None of the statements in this section should be interpreted as binding or representation of any specific type, kind or limit of insurance coverage and are provided for quick reference only.

Haulor facilitates moves of personal items between customers and private Haulers using their own personal vehicles. Haulor is required to maintain an insurance policy providing a minimum of \$1,000,000 (one million dollars) per-incident coverage for incidents involving vehicles and Haulers while they are using the Haulor Program. This does not

come into effect until all other options, through the insurances of the driver and the user have been exhausted.

Haulor maintains limited liability insurance in the event that the Hauler's vehicle and/or the cargo sustains any damage. The amount of said claim and the procedures to file/recover said claim are strictly limited. Again, all claims will be handled through the personal vehicle insurance of the driver and the user first before any Haulor insurance is considered.

Eligibility

Our Services are available only to, and may only be used by individuals who can form legally binding contracts under applicable law. Without limiting the foregoing, Our Services are not available to children (persons under the age of 18) or to temporarily or indefinitely terminated Participants. By becoming a Participant, You represent and warrant that You are at least 18 years old. By using the Haulor Program or the Services, You represent and warrant that You have the right, authority and capacity to enter into this Agreement and to abide by the terms and conditions of this Agreement.

You are the sole authorized user of Your account. You are responsible for maintaining the confidentiality of any password provided by You or Haulor for accessing the Services. You are solely and fully responsible for all activities that occur under Your password or account. Haulor has no control over the use of any User's account and expressly disclaims any liability derived therefrom. Should You suspect that any unauthorized party may be using Your password or account or You suspect any other breach of security, You will contact Us immediately.

Term and Termination

This Agreement is effective upon use of the Haulor Program or the Services for new Users and upon the posting dates of any subsequent amendments to this Agreement for all current Users. You may terminate Your participation in the Services at any time, for any reason upon receipt by Us of Your written or email notice of termination. Either You

or We may terminate Your participation in the Haulor Program by removing Your Information at any time, for any or no reason, without explanation, effective upon sending written or email notice to the other party. Upon such termination, We will remove all of Your information from Our servers, though We may retain an archived copy of records We have about You as required by law or for legitimate business purposes. We maintain sole discretion to bar Your use of the Services in the future, for any or no reason. Even after Your participation in the Haulor Program is terminated, this Agreement will remain in effect.

Your Information

Your Information is any information You provide, publish or display (“**post**”) to the Haulor Program or send to other Users in the registration or in any public message area (including, but not limited to the feedback section) or through any email feature (“**Your Information**”). Your Information will be stored on computers. You consent to Us using Your Information to create a User account that will allow You to participate in the Services. You are solely responsible for Your Information and Your interactions with other people in the public, and We act only as a passive conduit for Your online posting of Your Information. When You use the Haulor Program, You agree to provide accurate, current and complete information as prompted by Our registration form and to maintain and timely update Your Information to keep it accurate, current and complete at all times during the Term of the Agreement. You agree that We and other people of the public may rely on Your Information as accurate, current and complete. You acknowledge that if Your Information is untrue, inaccurate, not current or incomplete in any respect, We have the right to terminate this Agreement and Your use of the Services.

By accepting this Agreement, a Hauler agrees that We may obtain information about the Hauler, including without limitation the Hauler’s driving record, references, background information, criminal record and credit information. A Hauler hereby authorizes Us to perform a

background check on Hauler, and further agrees to provide any necessary authorization to facilitate Our access to the Hauler's official driving record, references and credit information during the term of the Agreement.

I hereby acknowledge that I will be an independent contractor (and not an employee) of Haulor, Inc. I hereby submit the attached W-9 Form, pursuant to which I authorize Haulor, Inc. to issue a 1099 statement for any payments made to me for services rendered.

Social Media and Networking Sites

As part of the functionality of the Haulor Program, You may be able to login through online accounts You may have with third party service providers (each such account, a "**Third Party Account**") by either: (i) providing Your Third Party Account login information through the Haulor Program; or (ii) allowing Haulor to access Your Third Party Account, as is permitted under the applicable terms and conditions that govern Your use of each Third Party Account.

You represent that You are entitled to disclose Your Third Party Account login information to Haulor and/or grant Haulor access to Your Third Party Account (including, but not limited to, for use for the purposes described herein), without breach by You of any of the terms and conditions that govern Your use of the applicable Third Party Account and without obligating Haulor to pay any fees or making Haulor subject to any usage limitations imposed by such third party service providers. By granting Haulor access to any Third Party Accounts, You understand that (i) Haulor may access, make available and store (if applicable) any content that You have provided to and stored in Your Third Party Account (the "SNSContent") so that it is available on and through the Haulor Program via Your account, including without limitation any friend, contacts or following/followed lists, and (ii) Haulor may submit and receive additional information to Your Third Party Account as indicated herein.

Unless otherwise specified in this Agreement, all SNS Content, if any, shall be considered to be Your Information and Your Content for purposes of this Agreement. Depending on the Third Party Accounts You choose and subject to the privacy settings that You have set in such Third Party Accounts, personally identifiable information that You post to Your Third Party Accounts may be available on and through the Haulor Program. Please note that if a Third Party Account or associated service becomes unavailable or the Haulor Program's access to such Third Party Account is terminated by the third party service provider, then SNS Content may no longer be available on and through the Haulor Program. Please note that your relationship with the third party service providers associated with your third party accounts is governed solely by your agreement(s) with such third party service providers. Haulor makes no effort to review any SNS Content for any purpose, including but not limited to, for accuracy, legality or non-infringement, and Haulor is not responsible for any SNS Content.

Hauler Representations and Warranties

By using the Service, a Hauler represents, warrants and agrees that:

- Hauler is at least 21 years of age.
- Hauler has the ability to lift and carry items that may be up to or exceed 50 pounds.
- Hauler will not allow any User to sit, ride, or occupy the Hauler's vehicle as part of the hauling services.
- Hauler possesses a valid driver's license and is authorized to operate a motor vehicle.
- Hauler owns, or has the legal right to operate, the vehicle. Such vehicle to be used for providing services shall be manufactured no earlier than 1995, shall be in good operating condition, and shall meet the industry safety standards and all applicable statutory and state department of motor vehicle or highway patrol requirements

for a vehicle of its kind. Vehicle requirements are subject to change on a case-by-case basis.

- Hauler shall maintain at all times a valid policy of liability insurance (in coverage amounts consistent with all applicable legal requirements) for the operation of such Hauler's vehicle to cover any anticipated losses related to such Hauler's providing of services to Users and is a named driver on the insurance policy covering Hauler's vehicle.
- Hauler and Hauler's Insurance Policy shall be solely responsible for and provide coverage for any and all claims or incidents, which results from or is alleged to result from the operation of the insured vehicle that such Hauler uses to transport, move, relocate, or the messengering of items of Users, including, but not limited to personal injuries, death, and property damages.
- In the event of any claim or a motor vehicle accident, Hauler will be solely responsible for reporting said incident in compliance with the requirements of any applicable statutory or department of motor vehicles requirements or as required by User's insurance company. Further, Hauler shall report any and all said incident, claim, or accident promptly with Hauler's insurance carrier.
- Hauler will obey all local laws related to the matters set forth herein, and will be solely responsible for any violations of such local laws.
- Upon arrival, Hauler will inspect, will take a photograph, and note any preexisting damage that is evident of any and all items to be transported, moved, relocated, or the messengered to the extent such items are already damaged. In the event the User claims its items were damaged in transport, the Hauler will note and describe the alleged damages, photograph the same and immediately notify Hauler.

- In the event, cargo to be transported, moved, relocated, or messengered is in a sealed box or cannot otherwise be identified by the Hauler, User agrees that the maximum claim for damage may be made in such an event up to \$100.
- Hauler will not make any representations regarding Haulor, or the Haulor Program. The Hauler will not make any representations concerning the Services or Hauler's status as a Hauler. The Hauler will further not offer or provide transportation or moving service for profit, as a public carrier, moving company, or taxi service, charge for hauls or services or otherwise seek non-voluntary compensation from Users, or engage in any other activity in a manner that is inconsistent with such Hauler's obligations under this Agreement.
- Hauler will not transport a User's items on any trip arranged through the Haulor Program which is in excess of seventy-five (75) miles or that involves a trip between two states (interstate commerce).
- Hauler will agree to provide services to Users in the vehicle that has been listed by, inspected by, and photographed by Haulor.
- Hauler 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 in violation of any State or Federal Law or State or Federal Constitution.

Restricted Activities

In addition to what is previously stated and agreed to, You agree that You will use the Services in a manner consistent with any and all applicable laws and regulations. We reserve the right, but are not obligated to investigate and terminate Your participation in the Haulor Program if You have misused the Haulor Program or the Services, or behaved in a way which could be regarded as inappropriate or whose conduct is

unlawful or illegal. (i) With respect to Your participation on the Haulor Program or through the Services, You agree that You will not: (a) Impersonate any person or entity; (b) “Stalk” or otherwise harass any person; (c) Express or imply that any statements You make are endorsed by Us, without Our specific prior written consent; (d) use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, “data mine”, or in any way reproduce or circumvent the navigational structure or presentation of the Services or its contents; (e) post, distribute or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior consent of the owner of such proprietary rights; (f) remove any copyright, trademark or other proprietary rights notices contained in the Service; (g) interfere with or disrupt the Services or the Haulor Program or the servers or networks connected to the Services or the Haulor Program; (h) post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (i) forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted through the Service; (j) “frame” or “mirror” any part of the Service, without Our prior written authorization or use meta tags or code or other devices containing any reference to Us or the Services or the Haulor Program in order to direct any person to any other web site for any purpose; or (k) modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Services or any software used on or for the Services or cause others to do so. (ii) You further agree that Your Information and Your interactions on the Haulor Program shall not: (a) be false, inaccurate or misleading (directly or by omission or failure to update information); (b) infringe any third party's rights, including but not limited to: intellectual property rights, copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy;

(c) violate any law, statute, ordinance or regulation; (d) be defamatory, trade libelous, abusive, obscene, profane, offensive, sexually oriented, threatening, harassing, racially offensive or illegal material; (e) contain any offensive anatomical or sexual references, or offensive sexually suggestive or connotative language; (f) include in Your Information any telephone numbers, street addresses, last names, URL's or E-mail addresses other than where explicitly asked for it in the Your registration and profile section; (g) contain any viruses, Trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; (h) create liability for Us or cause Us to become subject to regulation as a transportation carrier or provider of taxi service; or (i) link directly or indirectly to any other web sites. You further agree that You will not transfer, use, or sell Your Haulor account and/or ID to any another party. We reserve the right, but We have no obligation, to reject any Participant that does not comply with these prohibitions. Violation of any provision of this paragraph will allow Haulor to seek an immediate injunctive relief and seek damages for the violation of any provision of this paragraph.

Proprietary Rights

Haulor owns and retains ownership in the Haulor Program, and all intellectual property therein. Contingent upon Your compliance with the terms and conditions of this Agreement, Haulor hereby grants to You a limited, non-transferable, non-exclusive, non-assignable, revocable right to participate in and use the Haulor Program on (a) any Android device that You own or control and/or (b) 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 agreement does not allow You to use the Haulor Program on any Android device, iPod touch, or iPhone that You do not own or control,

and You may not distribute or make the Haulor Program available over a network where it could be used by multiple devices at the same time. You may not rent, lease, lend, sell, redistribute or sublicense the Haulor Program. You may not copy (except as expressly permitted by this agreement and the Usage Rules), decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Haulor Program, any updates, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law). Any attempt to do so is a violation of the rights of Haulor and its licensors. If You breach this restriction, You may be subject to prosecution and damages. The terms of the license will govern any upgrades provided by Haulor that replace and/or supplement the Haulor Program, unless such upgrade is accompanied by a separate license in which case the terms of that license will govern.

You warrant and represent to Us that Your Information is posted by You is truthful and correct and that You are the sole author of Your Information. To enable the Haulor Program to use Your Information without violating any rights You might have in such information, You automatically grant, and You represent and warrant that You have the right to grant, to Us and other Participants, a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to exercise the copyright, publicity, and database rights You have in Your Information and Your Content, and to use, copy, perform, display and distribute such information and content and to prepare derivative works of, or incorporate into other works, such information and content, in any media now known or not currently known, with respect to Your Information. Haulor will only use Your Information and Content in accordance with Our Privacy Policy. You may remove Your Content or Your Information from the Haulor Program at any time. If You choose to remove Your Content or Your Information, the permissive use granted above will automatically expire, however You acknowledge

that Haulor may retain archived copies of Your Content. Haulor does not assert any ownership over Your Content; rather, as between Us and You, subject to the rights granted to Us in these Terms of Service, You retain full ownership of all of Your Content and any intellectual property rights or other proprietary rights associated with Your Content. In addition, other Participants may post copyrighted information on the Haulor Program, which has copyright protection whether or not it is identified as copyrighted. Except for that information which is in the public domain or for which You have been given permission, You will not copy, modify, publish, transmit, distribute, perform, display, or sell any such proprietary information of other Participants on the Haulor Program.

Information Control

Location data provided by the Haulor Program is for basic location purposes only and is not intended to be relied upon in situations where precise location information is needed or where erroneous, inaccurate or incomplete location data may lead to death, personal injury, property or environmental damage. Neither Haulor, nor any of its content providers, guarantees the availability, accuracy, completeness, reliability, or timeliness of location data displayed by the Services.

Any of Your Information, including geolocational data, You upload, provide, or post on the Haulor Program may be accessible to certain Users of the Haulor Program. We cannot verify or guarantee the accuracy of the information Users provide Us on the Haulor Program, and We do not control the information provided by other Users that is made available through Our system. Therefore, Haulor cannot and does not confirm each User's purported identity. You may find other User's information to be offensive, harmful, inaccurate, or deceptive. Please use caution and common sense when using the Haulor Program. Please note that there are also risks of dealing with underage persons or people acting under false pretense. By using the Haulor Program, You agree to accept such risks and Haulor is not responsible for the acts or omissions

of users on the Haulor Program. In order to help You evaluate with whom You are dealing, Haulor can link to a User's Facebook.com profile if they supply Us with their Facebook.com account information. We also encourage You to communicate directly with each potential Hauler or User prior to engaging in an arranged transportation service.

Haulor E-mail and Text Communications

E-mail communications and text messages sent from Us or through Us are designed to make Your Haulor experience more efficient. By becoming a User and/or Hauler, You specifically agree to accept and consent to receiving e-mail communications and text messages initiated from Us or through Us, which include, without limitation: message notification e-mails, e-mails or text messages informing You about potential available Haulers or Users and e-mails informing You of promotions We run and emails informing You of new and existing features We provide. Standard text messaging charges applied by Your cell phone carrier will apply to text messages We send. If You change Your mobile phone service provider, the notification service may be deactivated for Your phone number and You may need to re-enroll in the notification service. Haulor reserves the right to cancel the notification service at any time. If You do not wish to receive any of our e-mail communications or text messages, please do not use the Services.

Intellectual Property

All intellectual property rights on the Haulor Program and in the Services shall be owned by Us absolutely and in their entirety. These rights include and are not limited to database rights, copyright, design rights (whether registered or unregistered), trademarks (whether registered or unregistered) and other similar rights wherever existing in the world together with the right to apply for protection of the same. All other trademarks, logos, service marks, company or product names set forth in the Haulor Program are the property of their respective owners. You acknowledge and agree that any questions, comments, suggestions,

ideas, feedback or other information about the Haulor Program or the Services (“**Submissions**”), provided by You to Us are non-confidential and shall become the sole property of Haulor. Haulor shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to You.

Indemnity

You will defend, indemnify, and hold Us and Our officers, directors, employees, agents and any third parties harmless for any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of Your use of the Service, including: (a) Your breach of this Agreement or the documents it incorporates by reference; (b) Your violation of any law or the rights of a third party, including, without limitation, Haulers, Users, other motorists, and pedestrians, as a result of Your own interaction with such third party; (c) any allegation that any materials that You submit to Us or transmit to the Services or to Us infringe or otherwise violate the copyright, trademark, trade secret or other intellectual property or other rights of any third party; (d) Your ownership, use or operation of a motor vehicle or passenger vehicle, including Your provision of services to Users; (e) any damages or losses incurred with respect to personal items that are being hauled; and/or (f) any other activities in connection with the Services. This indemnity shall be applicable without regard to the negligence of any party, including any indemnified person; and/or (f) any other activities in connection with the Services. This indemnity shall be applicable without regard to the negligence of any party, including any indemnified person.

Online Content Disclaimer

Opinions, advice, statements, offers, or other information or content made available through the Services, but not directly by Us, are those of their respective authors, and should not necessarily be relied upon. Such

authors are solely responsible for such content. We do not guarantee the accuracy, completeness, or usefulness of any information on the Services and neither do We adopt nor endorse nor are We responsible for the accuracy or reliability of any opinion, advice, or statement made by parties other than Us. Under no circumstances will We be responsible for any loss or damage resulting from anyone's reliance on information or other content posted on the Services, or transmitted to participants. We reserve the right, but We have no obligation, to monitor the materials posted in the public areas of the Services. Notwithstanding this right, You remain solely responsible for the content of the photos, profiles (including Your name, image, and likeness), messages, notes, text, information, music, video, advertisements, listings, and other content (the “**Content**”) that You post in the public areas of the Services and in Your private e-mail messages. We shall have the right to remove any such material that in Our sole opinion violates, or is alleged to violate, the law or this agreement or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of Users or others. E-mails sent between You and other participants that are not readily accessible to the general public will be treated by Us as private to the extent required by applicable law.

The Haulor Program contains (or You may be sent through the Haulor Program or the Services) links to other web sites (“**Third Party Sites**”) as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software and other content or items belonging to or originating from third parties (the “**Third Party Applications, Software or Content**”). Such Third Party Sites and Third Party Applications, Software or Content are not investigated, monitored or checked for accuracy, appropriateness, or completeness by Us, and We are not responsible for any Third Party Sites accessed through the Haulor Program or any Third Party Applications, Software or Content posted on, available through or installed from the Haulor Program,

including the content, accuracy, offensiveness, opinions, reliability, privacy practices or other policies of or contained in the Third Party Sites or the Third Party Applications, Software or Content. Inclusion of, linking to or permitting the use or installation of any Third Party Site or any Third Party Applications, Software or Content does not imply approval or endorsement thereof by Us. If You decide to leave the Haulor Program and access the Third Party Sites or to use or install any Third Party Applications, Software or Content, You do so at Your own risk and You should be aware that Our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any web site to which You navigate from the Haulor Program or relating to any applications You use or install from the Haulor Program.

Other Disclaimers

We, Our subsidiaries, officers, directors, employees and our suppliers provide the Haulor Program and the Services on an “as is” basis and without any warranty or condition, express, implied or statutory. We do not guarantee and do not promise any specific results from use of the Haulor Program and/or the Services. We, Our subsidiaries, officers, directors, employees and Our suppliers specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to You. This warranty gives You specific legal rights and You may also have other legal rights that vary from state to state. We do not warrant that Your use of the Services will be accurate, complete, reliable, current, secure, uninterrupted, always available, or error-free, or will meet Your requirements, that any defects in the Services will be corrected, or that the Services are free of viruses or other harmful components. We disclaim liability for, and no warranty is made with respect to, connectivity and availability. We cannot guarantee that each User is at

least the required minimum age, nor do We accept responsibility or liability for any content, communication or other use or access of the Haulor Program or the Services by persons under the age of 18 in violation of this Agreement. We are not responsible for any damage or loss incurred to any personal items that are being transported by a Hauler or any personal injuries sustained by a Hauler in connection with such transport. We are not responsible or liable in any manner for any Content posted on the Haulor Program or in connection with the Service, whether posted or caused by Users of the Haulor Program, by Haulor, by third parties or by any of the equipment or programming associated with or utilized in the Haulor Program or the Services. Although We provide rules for User conduct and postings, We do not control and are not responsible for what Users post, transmit or share on the Haulor Program and are not responsible for any offensive, inappropriate, obscene, unlawful or otherwise objectionable content You may encounter on the Haulor Program or in connection with any Content. Haulor is not responsible for the conduct, whether online or offline, of any user of the Haulor Program or Services. It also is possible for others to obtain personal information about You due to Your use of the Haulor Program or the Services, and that the recipient may use such information to harass or injure You. We are not responsible for the use of any personal information that You disclose on the Haulor Program or through the Services.

You are solely responsible for Your interactions with other Users. We reserve the right, but have no obligation, to monitor disputes between You and other Users. Please carefully select the type of information that You post on the Haulor Program or through the Services or release to others. We disclaim all liability, regardless of the form of action, for the acts or omissions of other Participants or Users (including unauthorized users, or “hackers”). Haulor only offers a venue that enables Haulers and Users to match with each other. Haulor does not offer transportation

services or moving services and Haulor is not a transportation or moving company. We are not involved in the actual transportation and moving services provided by Haulers to Users. As a result, We have no control over the quality or safety of the moving services that occurs as a result of the Service; nor do We have any control over the truth or accuracy of the of Participants' information listed on the Haulor Program. We cannot ensure that a Hauler or User is who he or she claims to be or that a Hauler or User will actually complete an arranged service. We reserve the right to change any and all Content, software and other items used or contained in the Haulor Program and the Services at any time without notice. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof, or any affiliation therewith, by Haulor or the Haulor Program.

The Haulor Program and the Services may be temporarily unavailable from time to time for maintenance or other reasons. Haulor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, User communications. Haulor is not responsible for any technical malfunction or other problems of any telephone network or service, computer systems, servers or providers, computer or mobile phone equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet, on the Haulor Program, on any web site or any combination thereof, including injury or damage to User's or to any other person's computer, mobile phone, or other hardware or software, related to or resulting from using or downloading materials in connection with the Web and/or in connection with the Services.

Limitation of Liability

In no event will We, Our subsidiaries, officers, directors, employees, or shareholders or Our suppliers, be liable to You for any incidental, consequential, direct or indirect damages (including, but not limited to, damages for deletion, corruption, loss of data, loss of programs, failure to store any information or other content maintained or transmitted by Our services, service interruptions, or for the cost of procurement of substitute services) arising out of or in connection with Haulor, Our services or this Agreement (however arising, including negligence) even if We or Our agents or representatives know or have been advised of the possibility of such damages. We do not screen the participants using the services in any way. As a result, We will not be liable for any damages, direct, indirect, incidental and/or consequential, arising out of the use of Haulor or the services, including, without limitation, to damages arising out of communicating and/or meeting with other participants of Haulor or the services, or introduced to you via Haulor or the services. Such damages include, without limitation, physical damages, bodily injury, death and or emotional distress and discomfort. Notwithstanding anything to the contrary contained herein, our liability, and the liability of Our subsidiaries, officers, directors, employees, shareholders and suppliers, to You or any third parties in any circumstance is limited to \$100. Certain state laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to You, some or all of the above disclaimers, exclusions or limitations may not apply to You, and You may have additional rights.

Haulor has no responsibility whatsoever for the actions or conduct of Haulers or Users. Haulor has no obligation to intervene in or be involved in any way in disputes that may arise between Haulers, Users, or third parties. Responsibility for the decisions you make regarding providing or accepting of the Hauler or User or in the moving, relocation or messaging of the User's items rest solely with You. It is each User's and Hauler's responsibility to take reasonable precautions in all actions and

interactions with any party they may interact with through use of the services. Haulor may but has no responsibility to screen or otherwise evaluate potential Hauler's or User's. Users understand and accept that Haulor has no control over the identity or actions of the User's and Haulers, and Haulor requests that users exercise caution and good judgment when using the services. Haulers and User's use the services at their own risk.

Release

In the event that You have a dispute with one or more Users or against one or more Haulers, You agree to release Haulor (and Our officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected to such disputes with other Users or Haulers or to Your use of the Haulor Program or the Services. If You are a California resident, You waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which, if known by him or her must have materially affected his or her settlement with the debtor."

Breach

Without limiting other remedies, We may terminate Your Participation, remove Your Information, warn Our community of Your actions, issue a warning, and refuse to provide Our services to You if: (a) You breach this Agreement or the documents it incorporates by reference; (b) We are unable to verify or authenticate any information You provide to Us; (c) We believe that Your actions may cause financial loss or legal liability for You, Our users or Us, or subject Haulor or You or any other User to regulation by any state or local government or regulatory agency; or (d) if We suspect that You have engaged in fraudulent activity in connection with the Haulor Program or the Services.

Resolution of Disputes and Legal Claims

You and We agree that any legal disputes or claims between the Parties that cannot be resolved informally will be submitted to binding arbitration in San Diego, California. The arbitration shall be conducted by the American Arbitration Association, or any other established ADR provider mutually agreed upon by the parties. The prevailing party in any such arbitration will be entitled to recovery all reasonable attorney fees and costs incurred in the arbitration. Any judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. You agree that in no event shall any claim, action or proceeding by You related in any way to the Haulor Program and/or the Services (including Your use of the Haulor Program and/or the Services) be instituted more than three (3) years after the cause of action arose.

Privacy

We do not and will not, sell or rent Your Information to third parties for their marketing purposes without Your explicit consent and We only use Your information as described in the Privacy Policy. We view protection of users' privacy as a very important community principle. We understand clearly that You and Your information is one of Our most important assets. We store and process Your information on computers located in the United States that are protected by physical as well as technological security devices. We use third parties to verify and certify Our privacy principles. If You object to Your Information being transferred or used in this way, please do not use or access Our Services.

Confidentiality

You agree not to use any technical, financial, strategic and other proprietary and confidential information relating to Haulor's business, operations and properties ("Confidential Information") disclosed to You by Haulor for Your own use or for any purpose other than as contemplated herein. You shall not disclose or permit disclosure of any Confidential Information to third parties. You agree to take all reasonable

measures to protect the secrecy of and avoid disclosure or use of Confidential Information of Haulor in order to prevent it from falling into the public domain. Notwithstanding the above, You shall not have liability to Haulor with regard to any Confidential Information which You can prove: was in the public domain at the time it was disclosed by Haulor or has entered the public domain through no fault of Yours; was known to You, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure; is disclosed with the prior written approval of Haulor; becomes known to You, without restriction, from a source other than Haulor without breach of this Agreement by You and otherwise not in violation of Haulor's rights; or is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that You shall provide prompt notice of such court order or requirement to Haulor to enable Haulor to seek a protective order or otherwise prevent or restrict such disclosure.

No Agency

You and Haulor are independent contractors, and no agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by this Agreement.

Notices, Complaints

Except as explicitly stated otherwise, any notices to Haulor shall be given by certified mail, postage prepaid and return receipt requested to Haulor Inc., 604 Arizona Ave., Santa Monica, CA 90401, and any notices to You shall be provided to You through the Haulor Program or given to You via the email address You provide to Haulor during the registration process. In such case, notice shall be deemed given 3 days after the date that the email was sent. Notice shall be deemed given 24 hours after email is sent, unless the sending party is notified that the email address is invalid. Alternatively, We may give You notice by certified mail, postage prepaid and return receipt requested, to the

address provided to Haulor during the registration process. In such case, notice shall be deemed given 3 days after the date of mailing.

To resolve a complaint regarding the Service, You should contact Our Customer Service Department by email at support@Haulor.com.

General

This Agreement shall be governed by the laws of the State of California without regard to choice of law principles. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. You agree that this Agreement and all incorporated agreements may be automatically assigned by Haulor, in Our sole discretion in accordance with the “Notices” section of this Agreement. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. Our failure to act with respect to a breach by You or others does not waive Our right to act with respect to subsequent or similar breaches. This Agreement sets forth the entire understanding and agreement between the User and Haulor with respect to the subject matter hereof. Sections referring to Services, Licenses, Liability Limit, Indemnity, and Resolution of Disputes shall survive any termination or expiration of this Agreement.

PRIVACY POLICY

Haulor is dedicated to protecting Your personal information and informing You about how We use it. This privacy policy applies to transactions and activities and data gathered through the Haulor Program. Please review this privacy policy periodically as We may revise it without notice. Each time You use the Haulor Program or provide Us with information, by doing so You are accepting the practices described in this privacy policy at that time.

Data We Collect From You

In order to operate the Haulor Program and to provide You with information about products or services that may be of interest to You, We

may collect “personal information” (i.e. information that could be used to contact You directly (without using the Haulor Program) such as full name, postal address, phone number, credit/debit card information, or email address) or “demographic information” (i.e. information that You submit, or that We collect, that is not personal information; this may include, but is not limited to, zip code, hometown, gender, username, age/birth date, browsing history information, searching history information, and registration history information). We will also collect the contact information of Your friends, if You choose to connect Your contacts and address book information with Haulor and Your login credentials to Your social network accounts, such as Facebook and Twitter, if You choose to connect those accounts with your Haulor account. You represent and warrant that You have the authority to provide Us with any such contact information. Demographic information is divided into two categories: “non-public information”, which consists of moving transaction information and one-on-one communications between You and other users of the Haulor Program; and “public information”, which consists of all other demographic information. Please note that nowhere on the Haulor Program do We knowingly collect, keep or maintain personal information from children under the age of 18, as We require that all users represent to Us that they are at least 18 years old.

How We Use Personal Information

We use Your email address and Your other personal information to help Us efficiently operate the Haulor Program, to contact You in connection with Your transactions and other activities on the Haulor Program (including, but not limited to, confirmation emails, or important news that could affect Your relationship with Haulor), to forward trip information to You from other Users, to forward trip information from You to other Users, and to contact You and others to suggest potential matches. We use Your contact information to find and connect with Your

friends (when instructed by You). These types of communications are known as “Operational Communications.” In some cases, Operational Communications may also contain commercial messages, such as banner ads and special offers.

We may keep the photos you submit that are the subject of a move for purposes of keeping a transaction history, for insurance purposes, and for obtaining statistical information for use of the Services.

To operate the Haulor Program, including processing Your transactions and supporting Your activities on the Haulor Program, We may share Your personal information with Our agents, representatives, contractors and service providers so they can provide Us with support services such as email origination, receipt or support services, customer relationship management services, and order fulfillment. We require these entities not to use Your information for any other purpose.

By purchasing, or registering or making reservations for, products or services offered or sponsored by third parties on the Haulor Program, or electing to receive communications (such as emails or material by mail) or electing to participate in contests, sweepstakes or other programs (such as discount or rewards programs), offered or sponsored by third parties on the Haulor Program, You consent to Our providing Your personal information to those third parties. Those third parties may use Your personal information in accordance with their own privacy policies. You will need to contact those third parties to instruct them directly regarding Your preferences for the use of Your personal information by them. Additionally, You agree that We may use and disclose all such information so submitted to such third parties in the same manner in which We are entitled to use and disclose any other information You submit to Us.

Any third party with whom We are allowed to share Your personal information is authorized to use Your personal information in accordance with Our contractual arrangements with such third parties and in

accordance with their own privacy policies, over which We have no control, and You agree that We are not responsible or liable for any of their actions or omissions. Those who contact You will need to be instructed directly by You regarding Your preferences for the use of Your personal information by them.

How We Use Demographic Data

We may review all demographic Data. We may use public information to enable other users to search Your profile, to determine whether Your move details fit other user's requirements, and to communicate with You. We may use demographic information to tailor the Haulor Program and communications to Your interests. We may also share demographic information with advertisers on an anonymous and aggregated basis (i.e., without telling the advertisers Your identity). One of the reasons We may do this is to increase the likelihood that Our advertisers' goods and services will appeal to You as a user of the Haulor Program. Our sharing of demographic information with advertisers is anonymous (i.e., We do not tell advertisers which particular Haulor Users are members of which demographic groups), subject to the rest of this privacy policy. When You respond to an advertisement, however, We ask You to remember that if that ad that is targeted to a demographic group and You decide to give the advertiser Your personal information, then the advertiser may be able to identify You as being a member of that demographic group.

How to Edit Your Information

Haulor provides You with the ability to access and edit Your personal information. To update Your personal info, click Settings in the Haulor menu. There You can view, update and correct Your account information. So that We can protect the integrity of sensitive data, there are certain pieces of information, such as Your age, that You cannot alter Yourself. Our databases automatically update any personal information You edit in Your profile, or that You request We edit. Information transmitted through boards, chats, polls or through any other means remain in Our

databases and become the property of Haulor upon submission. Keep this in mind if You decide to communicate personal information through any of these applications.

Information Retention

To preserve the integrity of Our databases, standard procedure calls for Us to retain information submitted by Participants for an indefinite length of time. Haulor understands Your submissions as consent to store all Your information in one place for this indefinite length of time, if We so wish. If required by law, as is the case to comply with the Children's Online Privacy Protection Act (COPPA), We will nullify Participant information by erasing it from Our database. We will also respond to written member requests to nullify account information. Also, by using the Haulor Program, You do hereby represent and warrant that You understand and agree that all information submitted by You through the Haulor Program or otherwise to Haulor becomes the property of Haulor and may be used in the sole discretion of Haulor in accordance with this Privacy Policy and the Terms of Use.

Choice/Opt-Out

Haulor provides Users the opportunity to opt-out of receiving communications from Us and Our partners at the point where We request information about the visitor. Haulor gives Users the option to remove their information from Our database, to not receive future communications or to no longer receive Our service.

Special Cases in Which We Share Personal Information

Your personal information may be passed on to a third party in the event of a transfer of ownership or assets, or a bankruptcy. We may also disclose personal information when We determine that such disclosure is necessary to comply with applicable law, to cooperate with law enforcement or to protect the interests or safety of Haulor or other visitors to the Haulor Program. We also may disclose Your personal information to Our subsidiary and parent companies and businesses, and

other affiliated legal entities and businesses with whom We are under common corporate control. Whenever personal information is disclosed under this paragraph, We may also disclose Your demographic information along with it, on a non-anonymous basis. All of Our parent, subsidiary and affiliated legal entities and businesses that receive Your personal information or non-anonymous demographic information from Us will comply with the terms of this privacy policy with respect to their use and disclosure of such information.

Our Security Precautions

Your Haulor Profile is password-protected so that only You and authorized Haulor employees have access to Your account information. If You have registered for Haulor using Facebook Connect, then Your login and password shall be the same as Your Facebook login and password. In order to maintain this protection, do not give Your password to anyone. Haulor staff will never proactively reach out to You and ask for any personal account information, including Your password. If You share a computer, You should sign out of Your Haulor account and close the browser window before someone else logs on. This will help protect Your information entered on public terminals from disclosure to third parties.

Haulor makes every effort to ensure that Your information is secure on its system. Haulor has staff dedicated to maintaining Our privacy policy as set forth herein and other privacy initiatives, periodically reviewing Web security and making sure that every Haulor employee is aware of Our security practices. Unfortunately, no data transmission over the Internet can be guaranteed to be 100% secure. As a result, Haulor cannot guarantee the security of any information You transmit to Us, and You do so at Your own risk. If You have any further questions on this issue, refer to Haulor Terms of Use. Haulor expressly disclaims any liability that may arise should any other individuals obtain the information You submit to the Haulor Program.

Haulor has security measures in place to protect against the loss, misuse and alteration of the information under Our control. Your information may be transferred to and maintained on computer networks which may be located outside of the state, province, country or other governmental jurisdiction in which You reside, and the country or jurisdiction in which these computer networks are located may not have privacy laws as protective as the laws in Your country or jurisdiction.

The Haulor Program may contain links to other web sites. We are of course not responsible for the privacy practices of other web sites. We encourage Our Users to be aware when they leave the Haulor Program to read the privacy statements of each and every web site that collects personally identifiable information. This Privacy Policy applies solely to information collected by the Haulor Program.

Changing our Privacy Policy for Previously Gathered Information

If at any point We decide to use particular personally identifiable information in a manner materially different from that stated at the time it was collected, We will notify Users by way of an email or by providing 30 days notice on the Haulor Program. We also encourage You to review this privacy policy periodically. By using the Haulor Program, You do hereby represent and warrant that You have read, understand and agree to all terms of Agreement. Each time You use the Haulor Program, You agree to all terms set forth in this Agreement and any other policies published by Haulor on the Haulor Program. Please note that We will continue to have the right to change Our privacy policy and practices, and how We use Your personally identifiable information, without notice, as described in herein, provided that such changes shall only apply to information gathered on or after the date of the change.

Contacting Haulor

If You have any questions about this privacy statement, the practices of Haulor, or Your dealings with Haulor, You may contact Us at support@haulor.com or contactus@haulor.com

"Payment processing services for drivers on Haulor LLC. are provided by Stripe and are subject to the [Stripe Connected Account Agreement](#), which includes the [Stripe Terms of Service](#) (collectively, the "Stripe Services Agreement"). By agreeing to these Terms or continuing to operate as a driver on Haulor LLC., you agree to be bound by the Stripe Services Agreement, as the same may be modified by Stripe from time to time. As a condition of Haulor LLC. enabling payment processing services through Stripe, you agree to provide Haulor LLC. accurate and complete information about you and your business, and you authorize Haulor LLC. to share it and transaction information related to your use of the payment processing services provided by Stripe."