



LoadDelivered

LOGISTICS, LLC

750 N. ORLEANS, SUITE 100—CHICAGO, IL 60654

LOAD DELIVERED LOGISTICS, LLC TERMS OF SERVICE

WARNING: DO NOT USE, INPUT DATA, OR OTHERWISE INTERACT WITH THE LOAD DELIVERED LOGISTICS, LLC WEBSITE OR APPLICATION WHILE OPERATING A MOVING MOTOR VEHICLE.

1. General. Thank you for using a mobile application provided by Load Delivered Logistics, LLC (“**LDL**”). These terms of service (“**Terms of Service**”) govern your use of any mobile application provided by LDL (collectively, the “**Load Delivered Logistics’ Load Finder**”). By accessing or using the Load Delivered Logistics’ Load Finder, you signify that you have read, understood, and agree to be bound by these Terms of Service. If at any time you choose not to accept these Terms of Service, you should not access or use the Load Delivered Logistics’ Load Finder.

2. Authorized Users. These Terms of Service form a legally binding contract between you and LDL. By using the Load Delivered Logistics’ Load Finder, you affirm that you are at least eighteen (18) years of age. If you are under the age of eighteen (18) years, you may not access or use the Load Delivered Logistics’ Load Finder without the consent of your parent or guardian and his or her agreement to these Terms of Service on your behalf and takes full responsibility for your compliance with them. You agree that you (or your parent or guardian, as applicable) are fully able and competent to enter into these Terms of Service, and to abide and comply with these Terms of Service. You may not access or use the Load Delivered Logistics’ Load Finder if you are unable to form a legal binding agreement with LDL. If at any time you cannot (or choose not to) accept these Terms of Service, you should not access or use the Load Delivered Logistics’ Load Finder.

3. Revisions. LDL reserves the right to modify the Terms of Service at any time with or without notice to you. Terms are effective immediately upon posting at LDL’s website. LDL may, at its sole discretion, and at any time, discontinue the Load Delivered Logistics’ Load Finder or any part thereof, with or without notice to you, or may prevent your use of the Load Delivered Logistics’ Load Finder with or without notice to you.

4. LDL Account. An account (“**Account**”) may be required to access and use the Load Delivered Logistics’ Load Finder. If you have questions about your Account registration, please contact us by visiting www.loaddelivered.com/mobile or you can contact us by electronic mail at loadfinder@loaddelivered.com. In order to create an Account, you will be asked to provide a valid email address and other contact information. You should not reveal your Account password to any other person (other than to a parent or guardian, if you are under the age of eighteen (18) years). You are solely responsible for all activity on your Account. Your Account may be terminated if someone else uses it to engage in activity that violates the Terms of Service or if you provide inaccurate information. LDL will not ask you to reveal your password, or initiate contact with you asking for answers to your password security questions. LDL reserves the right to refuse registration of, or cancel an Account, in its sole discretion.

5. LDL Content and User Content. Content from the Load Delivered Logistics’ Load Finder provided by LDL, its affiliates, employees, agents, representatives, licensors, or other third party partners including or other trademarks, logos, trade names, slogans, text, files, images, photos, videos, sounds, musical works, works of authorship or other materials or content (“**LDL Content**”) is the property of LDL and is protected by appropriate

Load Delivered Logistics, LLC

trademark, copyright, trade secret or other related laws both in the United States and internationally. The Load Delivered Logistics' Load Finder may, now or in the future, permit the submission of data, information, text, files, images, photos, videos, sounds, musical works, works of authorship or other materials and content by you ("**User Content**"). LDL Content and User Content collectively shall be referred to as "**Content**." LDL may not pre-screen any User Content and does not endorse or approve any User Content that you or other users contribute to Load Delivered Logistics' Load Finder. You bear the entire risk of the completeness, accuracy or usefulness of Content found on Load Delivered Logistics' Load Finder. LDL respects the intellectual property rights of others. You must have the legal right to upload any User Content to Load Delivered Logistics' Load Finder. You may not upload or post any Content on Load Delivered Logistics' Load Finder that infringes the copyright, trademark or other intellectual property rights of a third party nor may you upload Content that violates any third party's right of privacy or right of publicity. You may upload only Content that you are permitted to upload by the owner or by law.

When you contribute User Content to Load Delivered Logistics' Load Finder, you expressly grant to LDL for LDL, its affiliates, employees, agents, representatives, licensors or other third party partners, a non-exclusive, perpetual, worldwide, complete, sub-licensable and irrevocable right to quote, re-post, publish, use, adapt, translate, archive, store, reproduce, modify, create derivative works from, syndicate, license, print, sublicense, distribute, transmit, broadcast, and otherwise communicate, and publicly display and perform the User Content, or any portion thereof, in any manner or form and in any medium or forum, whether now known or hereafter devised, without notice, payment or attribution of any kind to you or any third party. You grant LDL all licenses, consents and clearances to enable LDL to use such User Content for such purposes. You waive and agree not to assert any moral or similar rights you may have in such User Content.

If the Load Delivered Logistics' Load Finder on which you contribute User Content permits other users to access and use that User Content as part of the Load Delivered Logistics' Load Finder, then you also grant all other users of the Load Delivered Logistics' Load Finder the right to use, copy, modify, display, perform, create derivative works from, and otherwise communicate and distribute your User Content on or through the Load Delivered Logistics' Load Finder without further notice, attribution or compensation to you.

6. Removal of Content. LDL reserves the right (but has no obligation) to remove, block, edit, move or disable User Content that is objectionable to us for any reason. The decision to remove User Content or other Content at any time is in LDL's sole and final discretion. To the maximum extent permitted by applicable law, LDL does not assume any responsibility or liability for User Content or for any failure to or delay in removing User Content or other Content. You are solely responsible for your User Content and may be held liable for User Content that you post.

7. DMCA Notice. If you are a copyright owner or an agent thereof and believe any Content infringes upon your copyrights, you may submit a notification of claimed infringement under the Digital Millennium Copyright Act ("**DMCA**") by providing notice to LDL through the address listed below containing the following information:

- (a) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- (b) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit us to locate the material;
- (c) Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an electronic mail address;
- (d) A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
- (e) A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; and

Load Delivered Logistics, LLC

(f) A physical or electronic signature of a person authorized to act on behalf of the owner of a copyright that is allegedly infringed.

You acknowledge that if you fail to comply with substantially all of the above requirements of this Section your DMCA notice may not be valid and we may not be able to remove infringing content. The DMCA Agent address is:

Load Delivered Logistics, LLC

Attn: DMCA Agent

750 N. Orleans, Suite 100

Chicago, IL 60654

Fax: 312 662 5900

DMCA@loaddelivered.com

8. License Grant. LDL grants you a personal, limited, non-transferable, non-exclusive license to use LDL Content solely for your personal, private and non-commercial use in connection with the Load Delivered Logistics' Load Finder accessed by you. You may not copy or download any Content from the Load Delivered Logistics' Load Finder except with the prior written approval of LDL or the owner of such Content. In addition, without the prior written approval of LDL, you may not distribute, publicly perform or display, lease, sell, transmit, transfer, publish, edit, copy, create derivative works from, rent, sub-license, distribute, decompile, disassemble, reverse engineer or otherwise make unauthorized use of Content. Any commercial use is expressly prohibited. You agree not to remove, obscure, or alter copyright, patent, trademark, or other proprietary rights notices affixed to Content. Your rights are subject to your compliance with these Terms of Service as well as any other agreements applicable to the Load Delivered Logistics' Load Finder you are using. Making unauthorized copies or distribution of Content or the Load Delivered Logistics' Load Finder may result in the termination of your LDL Account(s), prohibition on use of Load Delivered Logistics' Load Finder, and further legal action. Any owner of the Content may take criminal or civil action against you for unauthorized use of intellectual property. You agree to indemnify, defend and hold harmless LDL, its affiliates, employees, agents, representatives, licensors or other third party partners from any breach of these Terms of Services, any unauthorized or illegal conduct by you, or through the use of your Account, on Load Delivered Logistics' Load Finder.

9. Load Delivered Logistics' Load Finder Availability. LDL does not guarantee that the Load Delivered Logistics' Load Finder or Content will be accurate, be available at all times or at any given time, or that LDL will continue to offer particular Load Delivered Logistics' Load Finder or Content for any particular length of time. LDL shall have the right (but not the obligation) to terminate your Account for non-use if you have not used your Account for a period of twelve (12) months or more.

10. Third-Party Sites or Applications. We may provide links to other web sites or applications. Some of these web sites or applications may charge fees. Any fees, charges or obligations that you incur in your dealings with third parties are your responsibility. Such third party web sites or applications may have separate terms and conditions that you may have to comply with.

11. Mobile. The Load Delivered Logistics' Load Finder may include certain features and services that may be available via your mobile phone, including, without limitation: (a) the ability to upload Content via your mobile phone (Mobile Uploads), (b) the ability to receive and reply to messages and to send content and messages using text messaging (Mobile Texts), and (c) the ability to access the Load Delivered Logistics' Load Finder from your mobile phone (Mobile Web) (collectively, the "**Mobile Services**"). LDL may or may not charge for Mobile Services. Your carrier's normal messaging, data and other rates and fees will, however, still apply. Your carrier may prohibit or restrict certain Mobile Services and certain Mobile Services may be incompatible with your carrier or mobile device. You should check with your carrier to find out what plans are available and how much they cost. By using the Mobile Services you agree that we may communicate with you regarding the Load Delivered Logistics' Load Finder and our partners by SMS, MMS, text message or other electronic means to your

Load Delivered Logistics, LLC

mobile device and that certain information about your usage of the Load Delivered Logistics' Load Finder or Mobile Services will be communicated to us.

You agree that in connection with the Mobile Services, we may send communications to your mobile device regarding us or other parties. Further, we may collect information related to your use of the Load Delivered Logistics' Load Finder or Mobile Services.

12. Termination of Load Delivered Logistics' Load Finder, Accounts and Entitlements.

LDL may terminate the Load Delivered Logistics' Load Finder at any time without notice of such termination. LDL may also terminate your Account(s) for violation of these Terms of Service, illegal or improper use of your Account, or illegal or improper use of Load Delivered Logistics' Load Finder or Content as determined by LDL in its sole discretion. You may lose your user name and persona as a result of Account termination. If you have more than one (1) Account, LDL may terminate some or all of your Accounts. In response to a violation of these Terms of Service or any other agreement applicable to Load Delivered Logistics' Load Finder accessed by you, LDL may issue you a warning, suspend your Account, or immediately terminate any and all Accounts that you have established. You acknowledge that LDL is not required to provide you notice before suspending or terminating your Account. If LDL terminates your Account, you may not use Load Delivered Logistics' Load Finder again without LDL's express prior written permission. You shall not allow any third party to use your Accounts (except, a parent or guardian if you are under the age of eighteen (18)).

13. Rules of Conduct

You agree to the following rules of conduct for the Load Delivered Logistics' Load Finder (including without limitation, the Mobile Services) or Content:

- You shall not submit requests for load pick-ups that are inaccurate, duplicate, on behalf of others or that you cannot fulfill.
- You shall not post, transmit, promote, or distribute Content that is illegal including hacking, cracking, taking advantage of exploits or cheats or distribution of counterfeit software, for that will harass, threaten, embarrass, or do anything else to another user that is unwanted, such as repeatedly sending unwanted messages or making personal attacks or statements about race, sexual orientation, religion, heritage, etc.
- You shall not transmit or facilitate distribution of Content that is inaccurate, harmful, abusive, hateful, racially, religiously or ethnically offensive, obscene, threatening, bullying, vulgar, sexually explicit, defamatory, infringing, invasive of personal privacy or publicity rights, encourages conduct that would violate a law or in a reasonable person's view, objectionable or inappropriate. Hate speech is not tolerated.
- You shall not attempt to get a password, account information, or other private information from anyone else on Load Delivered Logistics' Load Finder or post any persons real-world information without such person's permission.
- You shall not upload any Content that you do not own or have permission to distribute in accordance with these Terms of Services.
- You shall not upload files that contain a virus, worm, spyware, time bombs, corrupted data or other computer programs that may damage, interfere with or disrupt Load Delivered Logistics' Load Finder or otherwise interfere with any other person's ability to use the Load Delivered Logistics' Load Finder.
- You shall not modify or attempt to modify any part of the Load Delivered Logistics' Load Finder that LDL does not specifically authorize you to modify such Load Delivered Logistics' Load Finder.
- You shall not attempt to use LDL Software on or through any service that is not controlled or authorized by LDL.
- You may not conduct any activities that violate the laws of any jurisdiction including but not limited to intellectual property, defamation, invasion of privacy, identity theft, hacking, stalking, fraud and the distribution of counterfeit software.

Load Delivered Logistics, LLC

Specific LDL applications may also post additional rules that apply to your conduct on those services. If you encounter another user who is violating any of the Rules of Conduct, please report this activity to LDL immediately.

14. Compliance with Laws. You shall obey all federal, state, and local laws, regulations and rules that apply to your activities when you use Load Delivered Logistics' Load Finder. LDL reserves the right to terminate your Account and to prevent your use of Load Delivered Logistics' Load Finder if your Account is used to engage in illegal activity or to violate these Terms of Service.

15. Monitoring. Except to the extent required by law or otherwise agreed to by you, LDL will not monitor or record any online activity of Load Delivered Logistics' Load Finder, including communications.

16. Services Not Controlled By LDL. LDL takes no responsibility for your use of Load Delivered Logistics' Load Finder on or through any third party service and otherwise has no control over how those services are offered, administered or operated. Any such use of non-LDL controlled services is at your own risk and may subject you to additional or different terms and restrictions by the third party running the service.

17. Software. Load Delivered Logistics' Load Finder may require or allow you to download software, software updates or patches, or other utilities and tools onto your computer, entertainment system or device ("**LDL Software**"). LDL grants to you a non-exclusive, limited license to use LDL Software solely for the purpose stated by LDL at the time the LDL Software is made available to you and in accordance with these Terms of Services. Your use of the LDL Software maybe subject to the terms of an end-user license agreement. You may not sublicense, or charge others to use or access LDL Software. You may not translate, reverse-engineer, reverse-compile or decompile, disassemble or make derivative works from LDL Software. You may not modify LDL Software or use it in any way not expressly authorized in writing by LDL. You understand that LDL's introduction of various technologies may not be consistent across all platforms and that the performance of LDL Software and related Load Delivered Logistics' Load Finder may vary depending on your computer and other equipment. From time to time, LDL may provide you with updates or modifications to LDL Software. You understand that certain updates and modifications may be required in order to continue use the LDL Software and Load Delivered Logistics' Load Finder.

18. Updates to Load Delivered Logistics' Load Finder. LDL MAY FIND IT NECESSARY TO UPDATE, OR RESET THE LOAD DELIVERED LOGISTICS' LOAD FINDER. THESE UPDATES OR RESETS MAY CAUSE YOU SETBACKS WITHIN THE RELEVANT LDL SERVICE. LDL RESERVES THE RIGHT TO MAKE THESE UPDATES AND IS NOT LIABLE TO YOU FOR THESE CHANGES.

19. Limitations on Warranty and Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU EXPRESSLY AGREE THAT THE USE OF LOAD DELIVERED LOGISTICS' LOAD FINDER IS AT YOUR SOLE RISK. LOAD DELIVERED LOGISTICS' LOAD FINDER IS PROVIDED ON AN "AS IS WHEREAS" AND "AS AVAILABLE" BASIS FOR YOUR USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, UNLESS SUCH WARRANTIES ARE LEGALLY INCAPABLE OF EXCLUSION. NO WARRANTY IS GIVEN ABOUT THE QUALITY, FUNCTIONALITY, ACCURACY, AVAILABILITY OR PERFORMANCE, MERCHANTABILITY, TITLE, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE OF THE LOAD DELIVERED LOGISTICS' LOAD FINDER OR ANY CONTENT PROVIDED THROUGH SUCH LOAD DELIVERED LOGISTICS' LOAD FINDER. LDL DOES NOT GUARANTEE THAT YOU WILL BE ABLE TO ACCESS OR USE LOAD DELIVERED LOGISTICS' LOAD FINDER AT TIMES OR LOCATIONS OF YOUR CHOOSING, OR THAT LDL WILL HAVE ADEQUATE CAPACITY FOR LOAD DELIVERED LOGISTICS' LOAD FINDER AS A WHOLE OR IN ANY SPECIFIC GEOGRAPHIC AREA.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU ACKNOWLEDGE AND AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH LDL, ITS AFFILIATES, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSORS, OR OTHER THIRD PARTY

Load Delivered Logistics, LLC

PARTNERS ARISING OUT OF OR RELATING TO LOAD DELIVERED LOGISTICS' LOAD FINDER OR LDL SOFTWARE IS TO STOP USING LOAD DELIVERED LOGISTICS' LOAD FINDER, AND TO CANCEL YOUR LDL ACCOUNT. YOU ACKNOWLEDGE AND AGREE THAT LDL, ITS AFFILIATES, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSORS, OR OTHER THIRD PARTY PARTNERS ARE NOT LIABLE FOR ANY ACT OR FAILURE TO ACT BY THEM OR ANY OTHER PERSON REGARDING CONDUCT, COMMUNICATION OR CONTENT ON LOAD DELIVERED LOGISTICS' LOAD FINDER OR USE OF LDL SOFTWARE. IN NO CASE SHALL LDL'S, ITS AFFILIATES, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSORS, OR OTHER THIRD PARTY PARTNERS LIABILITY TO YOU EXCEED THE AMOUNT THAT YOU PAID TO LDL FOR LOAD DELIVERED LOGISTICS' LOAD FINDER. IN NO CASE SHALL LDL OR LDL AFFILIATES BE LIABLE FOR INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING FROM YOUR USE OF LOAD DELIVERED LOGISTICS' LOAD FINDER OR LDL SOFTWARE OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF LOAD DELIVERED LOGISTICS' LOAD FINDER OR ACCOUNTS.

BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, LDL, ITS AFFILIATES, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSORS, OR OTHER THIRD PARTY PARTNERS LIABILITY SHALL BE LIMITED TO THE FULL EXTENT PERMITTED BY LAW.

20. Indemnification. Upon LDL's request, you agree to defend, indemnify and hold harmless LDL, its affiliates, employees, agents, representatives, licensors or other third party partners against any claim for any liabilities, damages, losses, judgments and expenses, including attorneys' fees, that arise from or relate to: (a) a breach of these Terms of Service by you; or (b) any Content provided by you on or through Load Delivered Logistics' Load Finder. LDL reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to defense by you. This Section shall survive termination of this Terms of Service.

21. Assignment. LDL may assign the Load Delivered Logistics' Load Finder or provide information collected through the Load Delivered Logistics' Load Finder to a third party related to an assignment, transfer, merger, acquisition, reorganization, reincorporation or other similar transfer.

22. General Terms

22.1 Remedies. You agree that these Terms of Service is not intended to confer and does not confer any rights or remedies upon any person other than the parties to these Terms of Service. You also understand and agree that these Terms of Service (including the LDL Privacy Statement and any supplemental terms, which are incorporated by reference into these Terms of Service).

22.2. Severability. If any part of these Terms of Service is held invalid or unenforceable, that portion shall be interpreted in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of LDL, and the remaining portions shall remain in full force and effect.

22.3. Waiver. The failure of LDL to exercise or enforce any right or provision of this Terms of Service will not constitute waiver of such right or provision. Any waiver of any provision of this Terms of Service will be effective only if in a writing signed by LDL.

22.4. Governing Law. These Terms of Service are governed by the State of Illinois. For any and all disputes, claims, controversies, causes of action and litigation arising out of or relating in any way to these Terms of Service, your Account(s) or your use of Load Delivered Logistics' Load Finder, you expressly agree to the sole and exclusive venue for any such action with LDL in the federal and state courts within the jurisdiction of the United States District Court for the Northern District of Illinois, Eastern Division. As noted above, your conduct may also be subject to other local, state, national, and international laws.

23. Entire Agreement. The Terms of Service (including the LDL Privacy Statement and any other supplemental terms incorporated by reference into this document) and any posted rules or instructions regarding the Load Delivered Logistics' Load Finder constitute the entire agreement between you and LDL. If there is any conflict between the Terms of Service and any other rules or instructions posted on Load Delivered Logistics' Load Finder, LDL shall resolve the conflict in its sole discretion.