

ShipHike Terms and Conditions

These Terms and Conditions ("*T&C*") set forth the terms and conditions of the agreement between you and A2B, LLC, an Oklahoma limited liability company ("*ShipHike*"), if you wish to use any Services supplied by ShipHike (collectively, "*Services*"), including accessing and downloading, installing or otherwise utilizing any associated Application for any use of the Services ("*Application*"), the T&C detailed and referenced here makeup and comprise a legal agreement between you and ShipHike. By utilizing or taking part of any of the ShipHike Services, or if you download, install and/or utilize any Applications, you hereby agree to be bound by the terms and conditions that make up this agreement, as well as any future amendments and additions to these T&C as published and updated at <http://www.ShipHike.com> ("*Website*"), Services and/or Application.

When you download and/or utilize ShipHike's Services and/or Applications you are hereby known as a "*User*" of ShipHike's Services and Applications, if you are a "*Driver*" and/or a "*Shipper*", or before utilizing any Services, as defined herein.

ShipHike reserves the option and legal right to change the terms and conditions of this agreement as reflected in the T&C or any of its recommendations relating to our Services or Applications which shall be part of the T&C upon noticing User of new or updated version of the T&C. Upon notice, Users shall be responsible for reviewing any updates or a new version of the T&C. After updates to the T&C and policies, User's further use of ShipHike Services or Applications shall result in User's consent to all changes in the update.

ShipHike enables through its Services and Applications for Users to negotiate arms-length agreements within a single Project having a clear beginning and end, for Drivers to pick up, carry and deliver packages to a destination. Users agree that ShipHike is not a transportation service provider. The Shippers and Drivers shall independently determine the offer, negotiation of price and delivery of each Project. ShipHike provides a

service to facilitate the independent negotiation between the Shippers and Drivers for a Project. All responsibility and liability as to the negotiated agreement for Driver to pick up, carry and deliver a shipment for Shipper rests between the Users in the Project, who each warrant and represent themselves as able to enter into this Agreement and an agreement between a Shipper and Driver.

Applications and Services

The ShipHike Applications and Services offer methods and information for (*"Shippers"*) or individuals/entities desiring to hire another to pick-up, carry and/or deliver shipments

(*"Drivers"*) or individuals/entities desiring to fulfill the pick-up, carrying and delivery Services requested by a Shipper. A "Project" shall refer to a Driver's performance of picking-up, carrying and delivery Services, including the time period when Driver may fulfill these Services, as well as the item(s) of personal property and the objects or items being picked-up, carried and/ or delivered by a Driver, are collectively referred to as a "Project." Drivers and Shippers shall be referred to together as "Users".

Drivers

Upon Application to become a Driver, you shall be subject to a standard background check conducted by a third-party (*"Screener"*). The ShipHike background check process may include a standard third party background check and Motor Vehicle Record (MVR) report. Drivers are required to provide certain documents or information to the Screener, including but not limited to a valid, current Driver's license and Social Security Number. Driver consents to ShipHike having our Screener conduct your ShipHike Background Check Process. Driver may be required to consent to terms and conditions with Screener as part of the background check and MVR report, such terms and conditions being separate from T&C.

If applying to become a Driver, User may contact ShipHike customer service. ShipHike has sole discretion to approve or deny any Driver Application for any lawful reason. Upon approval of the ShipHike background check, the Driver is enabled to begin seeking Projects to bid and ship for Shippers.

Prior to accessing portions the Driver Applications relating to Driver, Drivers shall review and agree with the *ShipHike Driver Agreement*. Shippers are subject to and must act in accordance with the *ShipHike Shipper Agreement*, in addition to the entirety of the T&C.

Drivers may be "rated" on a set scale by Shippers within a Project in which Drivers have agreed to and have performed and/or fulfilled. Shippers may also be rated by Drivers within a Project for which they have collaborated. Driver shall deliver a reasonable standard of customer service while engaging in ShipHike Services. Failure to maintain a reasonable standard of customer service may result in suspension or termination of Driver's status and ability to access Projects to bid and ship for Shippers. Driver's status and qualification to engage in ShipHike Services shall be in the sole discretion of ShipHike.

Drivers acknowledge and agree that only Drivers who have the appropriate Class license are allowed to perform certain Projects and according to all applicable law.

Drivers agree that ShipHike may initially charge Drivers for the ShipHike background check Process, but Drivers understand that they may be reimbursed the cost of the ShipHike background check to Drivers through waived ShipHike Fees.

Driver may access a copy of their background check report through the Screener.

The ShipHike background check process conducted on any Driver shall not be taken as a representation by ShipHike or any other third party that Driver's identity is as Driver claims it to be. The ShipHike Background Check Process is conducted by a third-party Screener, and ShipHike has no legal responsibility for the completeness, veracity or re-

liability of the identity or background check information or any information regarding a Driver as procured through our Services or Applications.

ShipHike Driver Agreement ("Driver Agreement")

The Driver Agreement is hereby incorporated and made part of *ShipHike's Terms and Conditions ("T&C")* and the defined terms herein. Any Driver who uses the Services and Applications and indicates approval thereof agrees with the Driver Agreement.

A Driver who uses the Services and Applications, regardless if Driver engages in Projects, further warrants and represents that Driver:

- Possess a valid Driver's license.
- Possesses the legal right to lawfully enter into this Driver Agreement on Driver's own behalf, is at least 21 years of age, and may enter into and complete the terms of each Project in which Driver engages through the Services and Applications, any jurisdictions of which may include, but are not limited to, the pick-up, transport and drop-off locations, the legal rights of the Driver including but not limited to transportation licenses, industry standards of safety, federal, state, occupational, and any other requirements for driving a motor vehicle within the possible scope of the Project.
- Is subject to an insurance policy that covers any vehicle utilized by the Driver for a Project, and shall only use a vehicle(s) fully disclosed in the Applications and Services.
- Shall provide proof of insurance in the amounts at least equal to the minimum in such state of Driver's residence and recommended at a level of \$100/300/50 or \$100,000 combined single limit.
- Will carry minimum insurance levels for the following large vehicles:
 1. Vehicles 10,000 to 20,000 GVW - \$300,000 combined single limit.
 2. Vehicles 20,001 to 45,000 GVW - \$500,000 combined single limit.
 3. Vehicles greater than 45,000 GVW - \$1,000,000 combined single limit.

- Possesses liability insurance of a sufficient coverage for any Project for which Driver engages. Driver agrees and assumes any and all legal responsibility for vehicular accidents itself as well as administrative duties for submitting insurance claims or information due to such an accident during a Project, including, but not limited to personal harm, death, injuries to others or damage to property.
- Agrees not to enter into any Project agreement in which Driver does not possess the lawful right to carry out the Project, whether due to jurisdiction, licensure of the Driver, the subject of the Project to be delivered, or any other reason why accepting the Project would result in non-compliance by the Driver of these T&C or for any legal reason.
- Possesses sole responsibility to inspect and know the items before departing the Pickup location of each Project and will inspect all packaged items prior to leaving with the Project to avoid knowingly transporting items on the ShipHike Prohibited Item List. Failure to inspect and know items subject to a Project could result in risk to the Driver, and Driver agrees that ShipHike assumes no liability for Driver as it relates to Prohibited Items.
- Shall not misrepresent any aspect of ShipHike, its Services and Applications, Driver's status, identity or other relevant information, or otherwise seek non-voluntary consideration from a Shipper, recipient or other person during or relating to a Project, or engage in any other activity in a manner that is inconsistent with his/her obligations under this Agreement or the T&C.
- Agrees that Project Payment shall be made to Driver on a regular basis for the summary of all Project Payments on a weekly basis, and payment shall be made to Driver at a rate of 80% of the agreed-upon Project, with 20% being paid to ShipHike as a ShipHike Commission ("*ShipHike Commission*").
- Agrees that Driver is responsible for paying the processing fee for Driver's Payment comprising Driver's 80% share of the Project Payment; the processing fee is currently

2.9%.

Understands that Driver is not an employee or representative of ShipHike and proceeds under Driver's own accord and free time.

- Shall only engage and carry out Projects through ShipHike Services and Applications; for instance, Driver shall not engage or carry out other transactions with a ShipHike User outside of ShipHike's Services and Applications.
- Understands that Driver assumes risk and liability for lifting or moving any items during a Project and agrees ShipHike shall have no liability to any User or third party regarding moving items subject to a Project.
- Shall not discriminate by reason of gender, race, creed, national origin, religion, disability or medical condition, marital status, sexual orientation or any other protected class. This Agreement is made anew for each and every Project accepted.
- Agrees that ShipHike has no legal or financial responsibility for the performance of any Driver unless provided otherwise in the T&C, Service or Applications.
- Agrees to indemnify and hold harmless ShipHike and any other Users from any and all liability, by reason of accident, injuries, or negligence of any kind, that may result from the act of Driver while carrying out any Project for or on behalf of ShipHike.
- Shall provide additional information to ShipHike upon request to evaluate Driver's status or resolve a service issue.

ShipHike Shipper Agreement ("Shipper Agreement")

The Shipper Agreement is hereby incorporated and made part of *ShipHike's Terms and Conditions ("T&C")* and the defined terms herein. Any Shipper who uses the Services and Applications and indicates approval thereof agrees with the Driver Agreement.

A Shipper who uses the Services and Applications, regardless if Shipper engages in Projects, further warrants and represents that Shipper:

- Possesses the legal right to lawfully enter into this Shipper Agreement on Shipper's own behalf, is at least 18 years of age, and may enter into and complete the terms of each Project, including the lawful right to send the items subject of the Project.
- Shall under no circumstance include in any Project any ShipHike Prohibited Items, regardless of consent by other Users. Any attempt to ship a ShipHike Prohibited Item may result in loss of the ShipHike Prohibited Item and other risks to Shipper. In the event Shipper ships a ShipHike Prohibited Item, Shipper agrees that ShipHike has no responsibility or liability.
- Shall submit a real-life image of the item(s) subject to the Project and at the time of the Project and disclose all materially relevant details of the item to the Driver, prior to the Driver accepting the Project.
- Acknowledges and agrees to allow a Driver prior to departure to visually inspect all items, any containers to be used with the items, and other packaging or securing elements used in a Project.
- Shall properly pack all Items in appropriate packaging sufficient to maintain item integrity during transport and in compliance with all applicable laws; Shipper is responsible for placing, positioning and securing items in the Driver's vehicle. Shipper agrees that Driver is not a mover and is not responsible for lifting or otherwise moving any item during a Project. Shipper and Driver assume any and all risk and liability for lifting or moving any items during a Project and agrees ShipHike shall have no liability to any User or third party regarding moving items subject to a Project.
- Agrees that the ShipHike Shipper Security excludes any loss or damage to an item resulting from (1) any breach of the Shipper Agreement or the T&C; (2) sending any items on the "*ShipHike Prohibited Items*" list; or (3) failing to pack a ShipHike Item securely and appropriately for the item;

- Agrees that ShipHike's maximum liability is \$100 per occurrence ("*Basic Protection*") unless Additional Protection ("*Additional Protection*") is purchased.
- Assumes complete responsibility to know and comply with ShipHike's T&C and any other legal obligation with regards to the packing, the act of shipping to a Recipient, and the resulting transport of each item in a Project.
- Understands that Shipper is not an employee or representative of ShipHike and proceeds under Shipper own accord and free time.
- Shall only engage and carry out Projects through ShipHike Services and Applications; for instance, Shipper shall not engage or carry out other transactions with a ShipHike Driver or other User.
- Shall not discriminate by reason of gender, race, creed, national origin, religion, disability or medical condition, marital status, sexual orientation or any other protected class. This Agreement is made anew for each and every Project accepted.
- Agrees that ShipHike has no legal or financial responsibility for the performance of any Driver unless provided otherwise in the T&C, Service or Applications.
- Shippers do not initially undergo a background check or screening but shall submit payment for such a background check, contact information, and/or other information required by the Service and/or Application if requested. ShipHike may require Shipper to undergo such a background check or screening as a result of circumstances that ShipHike deems appropriate. Shipper agrees to undergo such a background check or screening if Shipper wishes to continue using Services and/or Applications.
- Shall provide additional information to ShipHike upon request to evaluate a Project(s) or resolve a service issue.

ShipHike reserves the right to deny service to Shipper for any lawful reason. ShipHike at its sole discretion reserves the right to conduct, and Users agree to submit to back-

ground checks and screenings by ShipHike or its third Party partners of all Users at any time. By registering and using the Services or the Applications, each User consents and submits to screening and/or background check(s).

ShipHike supports a platform to enable Shippers and Drivers to request and provide shipping Services. NOTWITHSTANDING THE TERMS OF THIS AGREEMENT, USERS UTILIZE SHIPHIKE SERVICES AT THEIR OWN RISK WHETHER OR NOT SHIPHIKE CONDUCTS A BACKGROUND CHECK ON A USER.

ShipHike Prohibited Items

The following is a list of Prohibited Items ("*Prohibited Items*") that Shippers shall not send in any Project. Drivers shall have the sole responsibility to inspect and know the items before departing the Pickup location of each Project and will inspect all packaged items prior to leaving with the Project to avoid knowingly transporting the following Prohibited Items:

- Persons
- Any other product regulated and controlled by the United States Alcohol and Tobacco Tax and Trade Bureau (TTB), including any tobacco products or other alcoholic beverages;
- Weapons and parts thereof, including but not limited to firearms, or ammunition in any amount, as well as replica, non-functioning or inoperative weapons/ordinance.
- Fireworks;
- "Hazardous Material" over and above the small or exempted quantities (though labeling and additional shipping requirements may still apply) that are found in the most current version of 49 C.F.R.; or any amounts/ quantities of solid waste and/or Hazardous Waste fitting the elements of 40 C.F.R. § 261.3. All Users must familiarize

themselves with listings for Hazardous Waste, as infractions may result in penalties of up to \$175,000.

- https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title49/49cfrv2_02.tpl
- <http://www.gpo.gov/fdsys/pkg/CFR-2008-title49-vol2/pdf/CFR-2008-title49-vol2-sec172-101.pdf>
- Any animal other than a dog or cat, and any dog or cat that is sick, injured or known to be aggressive to people / other animals;
- An unpaid prescription or medicine, shipped or delivered to a party other than the purchaser or the prescription holder;
- Anything illegal in any jurisdiction relevant to the Project;
- Marijuana as understood and defined by 21 U.S.C. § 802(16);
- Coins, currency, postage stamps, negotiable instruments, money orders;
- Precious stones that are unset such as industrial diamonds, items that comprise more than fifty percent by weight of gold or platinum or any combination thereof in raw form such as, bullion, bars, or scraps;
- Cremated remains, human body parts, or human body components.

Baggage from Airlines or other Mass Transit Services

Projects originating from airports, depots or other mass transit service hubs may contain Prohibited Items such as weapons, having been checked into and approved by airline baggage or other mass transit service hubs and if screened and vetted by all TSA, Homeland Service, and other relevant authority regulations. Drivers are not per se restricted from delivering such Projects that have been checked into a mass transit service and otherwise comply with TSA or other relevant authority regulations. For such Projects that originate from Airlines or other Mass Transit Services and particularly those that contain weapons parts or ammunition, Driver must ensure that otherwise Prohibited Items are secured in a locked container and in an isolated portion of the

Driver vehicle, such as the trunk or toolbox during the entire time of the Project. If Driver or Shipper has further questions regarding the legality of transporting firearms and ammunition, they may consult the below links.

<https://www.law.cornell.edu/uscode/text/18/926A>

<https://www.tsa.gov/travel/transporting-firearms-and-ammunition>

Users agree that ShipHike shall have no responsibility or legal liability for the shipment of any Prohibited Items in a Project, regardless of the items' previous screening by TSA, Homeland Security or other relevant authorities. Furthermore, Drivers and Shippers have the sole duty and responsibility to know and ensure they are complying with applicable federal and state laws of any jurisdiction relating to the Project during the offer, acceptance, and performance of the Project.

Drivers who suspect that any item, container, packaging or securing element may be included in the ShipHike Prohibited Item list shall notify ShipHike at support@ShipHike.com for further direction. ShipHike at its sole discretion shall have the right to discard of any ShipHike Prohibited Item and may instruct the Driver the proper way to dispose or direct the Prohibited Item to the appropriate authority or agency.

Project Item Listing Details

Shipper must disclose the below Item details to the Driver in the Notes section at the time of the Project listing for each Item that includes the following attributes:

- BIG ITEMS: Heavy haul (>150 lbs) or oversize;
- Prescription drugs and medicines; Recall that such drugs and medicines must be delivered to the prescription holder and those unpaid prescriptions are prohibited;
- Checks, Phone Cards, Tickets, Credit Cards, Gift Cards, and Similar Cards;
- Media such as film, photographs and negatives, slides, transparencies, tapes, media discs, laser discs, and other related media;

- Perishable items, especially those with specific climate requirements;
- Cats and Dogs and packaged in accordance with the applicable rules of ShipHike Accepted Live Animals;
- Heirlooms, unique or irreplaceable items.

ShipHike Accepted Live Animals

Only cats and dogs may be shipped through the ShipHike Services and Applications. Any other live animals may not be sent. Shipper must submit pet notes in the Project listing that outline any special circumstances that may affect Driver's ability and desire to transport the live animal. Shipper must provide a kennel or other industry standard container that is stable and includes access to fresh air for transporting the live animal. The container must be appropriate for the size of the live animal and accommodating of any needs for the live animal. Shipper shall supply food, water, and any other receptacles for the food and water thereof for the duration of the Project, and Shipper shall further provide a way for the receptacles to be secured in the kennel or live animal container during the Project. All Users must use humane care, at all times, when dealing with the Live Animals. Drivers shall maintain a climate-controlled environment for the Live Animals, and provide regular stops during the Project for the animal to excrete waste and to ensure access to food/water.

Waiver of Risks with Live Animals

Users agree that traveling with a live animal entails risks that are different than non-living Items, and that it is unreasonable for ShipHike to foresee all the risks for each Live Animal. Users waive all liability with regards to ShipHike for any injury or damage incurred for a Project relating to shipping a live animal.

Packaging and Access

Users shall strive for minimal packaging, as Drivers must know the subject of the Project they will be transporting. When packaging is required or desired, ShipHike supports and strongly encourages its Drivers and Shippers to always enable Access of the item within the packaging. Shippers shall enable the packaging to be opened for inspection before Driver departs, as Driver always has the right and obligation to access the items to ensure that the Project details match the item and that no Prohibited Items are being transported.

Drivers are not obligated to transport an item for a Project when the circumstances regarding the item and Project create discomfort or suspicion. Driver may decline or cancel the Project until which time of receiving the package, scanning the QR code and departing the pickup location.

ShipHike Shipper Security

ShipHike offers Basic Protection for any item unless Item is a Prohibited Item, a pet, outside the ShipHike T&Cs, outside a given Project's specifications, and/or a breach of the Shipper and/or Driver Agreement. Basic Protection will pay up to \$100.00 per Project to Shipper for the loss or damage to an Item that is a direct result of theft or property damage during a Project. Basic Protection does not cover a late delivery or any other circumstance or resulting damage from late delivery.

Shipper may also buy Additional Protection for an Item(s) subject of a Project, up to \$25,000.00 less the Basic Protection. Shipper may request Additional Protection by inputting the relevant details required in the Applications and then must select Additional Protection no later than the Project listing of the Item on the Services or Applications.

For both the Basic Protection and the Additional Protection, Shipper shall complete all the required inputs and included materially relevant notes in the Project listing. To file a claim for the Basic Protection and/or the Additional Protection, Shipper shall send a request to claims@ShipHike.com for a claim form. Shipper must fill out the entire claim form and submit packaging for the Item, proof or basis of value for all Items subject of the claim, and if necessary, a police report documenting the theft or damage to the Item. Any other procedures to secure a claim for Basic Protection or Additional Protection may be found at claims@ShipHike.com.

Shipper must submit a claim to ShipHike in a timely manner and not exceed 24 hours from delivery of the Project item.

Regardless of the total value of the Item or how many Items are involved in a Project, Shipper acknowledges and agrees that the total value of ShipHike's Basic Protection for any Project shall be no more than \$100.00.

If Shipper opts to forego the Confirmation process of the Project and direct the Driver to leave the Item at the delivery point, Shipper agrees that any Basic Protection or Additional Protection is voided and/or shall not apply in any circumstance. Further, the Recipient Representative for the Shipper must be available within 20 minutes of the Driver's arrival to the Destination location. After 20 minutes, Driver may leave the item at the Delivery point for Recipient, and Shipper shall be deemed to have constructively elected to skip the Confirmation process at the Item delivery point, and any Basic Protection or Additional Protection shall be voided and otherwise inapplicable to that Project.

Shipper agrees that by not purchasing Additional Protection, ShipHike's maximum legal liability and obligation to Shipper is the lesser of the declared value or a reasonable replacement value for any and all items subject of a Project, not to exceed \$100. Basic Protection is not considered insurance, but a maximum liability for each Project to each Shipper for loss/damage to all items regardless of the overall value of those items.

Notwithstanding Shipper's purchase of Additional Protection under the ShipHike Protection Plan, ShipHike will not be liable for loss and/or damage to any Project containing Items if they are not properly packed to withstand transport or do not include proper handling instructions at the time of the Project Listing.

Item Value and Submitting Proof

In submitting a claim to ShipHike for an Item in a Project that qualifies for either Basic Protection or Additional Protection, Shipper must prove the value of the claimed Item(s) in the Project. Proof of the declared value may be required before ShipHike shall pay upon an Item claim. Further requirements for proving the Item value may be disclosed via the claim form at claims@ShipHike.com.

Drivers and/or Shippers Performance

ShipHike does not control User action and or User's performance of a Project. ShipHike Services and Applications enable Shippers and Drivers to privately negotiate the pick-up, transport, and delivery of items. User acknowledges and hereby agrees that ShipHike has no liability or responsibility for, the quality, timing, legality, suitability, reliability, timeliness, or accuracy of the performance, action or inaction of a User.

The failure of any User to fulfill the Services requested, payment required to another User, or otherwise perform under a Project is not under the control of ShipHike. Users agree that ShipHike has no control or responsibility for loss or damage to the Items of a Project.

To the extent permitted by law, ShipHike has no control or responsibility for the conduct of the Users of its Services and Applications. Users do not hold ShipHike's officers, directors, employees, agents, affiliates and licensing partners liable for any act or omission to act relating to the use of the Services and Applications, including but not limited to loss, claims, injury, or damages. To the extent permitted by law, Users agree that

by using the Service and Applications of ShipHike, Users release ShipHike, its officers, directors, employees, agents, affiliates and licensing partners from any liability from such use of the Services and Applications, as well as the conduct of any User.

Shipper Cancellations and Absences

After a Project has been negotiated and agreed-up by Driver and Shipper, cancellation by Shipper will result in a \$20 cancellation fee.

After the Project listing has been agreed upon by Driver and Shipper, Shipper must be available at the Pickup location within 20 minutes of Driver's arrival.

If Shipper suspects that the Driver is absent for Pickup or Delivery, then Shipper should contact ShipHike at support@ShipHike.com.

ShipHike reserves the right to suspend Shippers at any time due to repeated cancellations.

Driver Cancellations and Absences

After a Project has been negotiated and agreed-up by Driver and Shipper, Driver has one (1) hour to begin the route to Shipper's Pickup location. If not, Driver shall be deemed as having canceled the Project.

Upon arriving at the Pickup location, Driver is required to wait for a minimum 20 minutes for Shipper or else Driver will be deemed as having canceled the Project.

Upon arriving at the Delivery location, Drivers are required to wait for a minimum 20 minutes for Recipient. If Recipient does not arrive within 20 minutes to the Delivery location, Driver may leave the Project items at the Pickup location. Driver has the right to cancel any Project due to a suspicion that an item may be on the Prohibited Item List.

ShipHike reserves the right to suspend or otherwise restrict the account of Driver at any time due to Driver cancellations.

Payments

All Project Payments and any other monetary transactions for users relating to projects shall occur within the ShipHike Services and Applications. Any attempt to make payments for Projects outside the within ShipHike Services and Application will be a breach of the T&C's, and the Driver and/or Shipper Agreements.

Holding or Delaying Payment

Drivers agree that ShipHike may at its own discretion hold or delay payment on a Project if ShipHike has reasonable suspicion that a Driver or Shipper in the Project breached these T&Cs and/or the Driver or Shipper Agreements.

Releasing the Hold and Delayed Payment

ShipHike may release the Project Payment to a Driver upon confirming the accuracy of the accounts and Projects at ShipHike's sole discretion under suspicion.

Billing and Payment

Users of our Services and Applications shall provide credit/debit card, bank account, or other immediate payment service details to ShipHike and/or the Payment Service Provider utilized by ShipHike.

Shippers shall pay the price agreed-upon with Driver for Project as well as the Shipper ShipHike fee, which is due immediately and is non-refundable. The current Shipper ShipHike Fee is \$1.99 per Project transaction.

Project Payment shall be made to Driver ("*Driver Payment*") on a regular basis for the summary of all Project Payments on a weekly basis, with 20% being paid to ShipHike as a ShipHike Commission. Driver is responsible for paying a processing fee for Driver Payment; the current processing fee is 2.9%. Driver will be charged a processing fee of a set rate of 2.9% of the Driver Payment, but will not be responsible for processing fees on the ShipHike Commission portion of the Project Payment.

Payment Service Providers

A Payment Service Provider utilized by ShipHike to effectuate payments between Users may require registration by the User and further terms and conditions agreements beyond this scope of ShipHike T&Cs, Services and Applications. Users agree that ShipHike has an arms-length agreement and no legal responsibility to such a Payment Service Provider and has no liability to User for any agreement between User and the Payment Service Provider.

Users shall be responsible as independent contractors for any taxes incurred liable from User's use of ShipHike's Services and Applications.

SMS or Text Messaging

User must agree to the use of SMS or text messaging to carry out the Project and understand that data or message rates from its local carrier may apply. By using the Services and Applications, User agrees to receive SMS messaging.

User Representations, Warranties, and Agreements

User expressly represents and warrants that User possesses the legal right, the legal age, authority and otherwise possesses the capacity to agree to and enter into these T&C. User agrees that use of the Services and/or Applications is for User's own, personal use. Users may not allow others to utilize User's account and cannot assign or transfer User's account to another.

User agrees to comply with all applicable laws of any applicable territory subject to User's jurisdiction or presence for use of the Applications or Services.

User may use the Services only with the Applications. User must ensure the latest download of the Applications is authorized and accepted for User's Device ("*Device*")

such as a cell phone, computing device, tablet, etc. User agrees not to hold ShipHike liable for any incompatibility issue with User's Device.

User further agrees not to (directly or indirectly):

- Use the Applications and Services for another's use and or to transfer to a third party.
- Create more than one account per User.
- Allow the User's password or any identification that ShipHike provides User for its account for accessing the Applications or Services to become public, nonconfidential, or insecure.
- Withhold proof of identity requested by ShipHike, to impersonate another, or falsify/misrepresent any User identify to ShipHike or other User.
- Holding oneself to be an agent, representative, employee or affiliate of ShipHike.
- Utilize the Services or Applications for any other purpose than with all applicable laws and regulations and for only lawful purposes and activities.
- Threaten or harass any Users or other any third-parties.
- Copy, transfer and/or distribute content of the Applications, Website or other marketing collateral.
- Infringe (directly or by contribution) or frustrate the rights of any Users or third parties, including as but not limited to privacy, publicity, intellectual property, or other contractual rights.

Content License Grant, Restrictions and Copyright Policy

Licenses Granted by ShipHike to ShipHike Content and User Generated Content

The Website and Applications are owned by ShipHike. Aside from any User-provided content, all elements of the Website are owned by ShipHike or licensed through its partners and protected by the United States and international copyright, patent, and trademark laws, international conventions, and other applicable laws governing intellectual property and proprietary rights. User shall have no rights to copy, disseminate

or perform or otherwise exploit the Services, Applications or any content, other than as specifically allowed in T&C. No licenses or rights are granted to User as may be implied or under any intellectual property rights of ShipHike, its licensors and any other third parties utilized by ShipHike, other than those licenses and rights specifically granted in the T&C.

License Granted by User to ShipHike

ShipHike may optionally allow Users submit or to be submitted User Content to ShipHike Services, Applications, and other platforms. By posting any User Content via ShipHike's Services or Applications, User hereby grants to ShipHike an unrestricted, unconditional, non-exclusive, unlimited, worldwide, irrevocable, perpetual and royalty-free right to license and host, use, copy, distribute, reproduce, disclose, sell, re-sell, sublicense, display, perform, transmit, publish, broadcast, modify, reformat, translate, These T&Cs do not restrict any lawful right of User to use and exploit User Content and exist to the fullest allowable extent of the law.

User alone shall be responsible for User Content posted via the Services or Applications.

For any User Content that User submits or allows to be submitted, User represents and warrants that:

- User is the exclusive owner of all User Content, or in the alternative, User itself possesses the full right, license, consent and/or release so that User may grant to ShipHike User's rights in User Content, as detailed under the T&C; and
- User Content and User's posting, uploading, publication, submission or transmittal of the User Content or ShipHike's use of the User Content (or any portion thereof) do not violate or result in the violation of any applicable law or regulation, including but not limited to intellectual property, privacy/publicity or other contractual rights.

License of Applications and Services

So long as User complies with the T&Cs, the Shipper Agreement, and the Driver Agreement, ShipHike hereby grants User a revocable, non-exclusive, limited license that is not transferable, or assignable, to utilize the Services and Application on any applicable Device that User owns and/or controls. Users with Apple devices may consult the section herein that addresses the Apple device or platform license stipulations. User may not commercially exploit, modify or create derivative works, link backs, create ghost or mirror versions, upload compromised software, code, or files or otherwise damage the code/content of the Services and Applications, or have the effect of diluting the brand of ShipHike.

ShipHike maintains the sole right to cease offering or supporting its Services, Applications, platforms without notice, wherein User's license to use the Service, Application will cease. User agrees that in such case, ShipHike has no responsibility to provide access to User Content, refunds or other compensation to Users relating to Services or Applications no longer available.

Intellectual Property Rights Ownership

Title to all Intellectual Property Rights, or any patent, trademark, service mark, copyright, moral right, right in a design, know-how and any other intellectual or industrial property rights, anywhere in the world whether or not registered, shall remain the property of ShipHike.

Indemnification and Breach

User agrees that by using the Services and Applications of ShipHike, that User will, defend, indemnify, and hold ShipHike, its employees, directors, third party licensing partners and any other agents harmless for any damages, liabilities, and expenses or reasonable attorneys' fees relating to User's use of the Services and Applications, including but not limited to:

- User's breach of these T&C, or the Driver or Shipper Agreements to which User may use;
- User's violation of any law or the rights of any third party, including, without limitation, ShipHike Users, Drivers, Shippers, other third parties, as a result of User's interaction with such third party,
- Claims that User content or other materials that User may post or transmit to the Services and/or Applications infringe the rights of any third party or other User, such as intellectual property or privacy/publicity rights;
- User's ownership or operation of a vehicle in connection a Project,
- Shipper's ownership, right or legal capacity to ship the Items of any Project and fulfill other activities involved in a Project regarding the Services, regardless of negligence by others or ShipHike.

ShipHike Warranties to Users

TO THE FULLEST EXTENT ALLOWED BY LAW, SHIPHIKE EXPRESSLY DISCLAIMS ANY LIABILITY BETWEEN USERS OF ITS SERVICES OR APPLICATIONS. USER ASSUMES FULL RISK WHEN USING SHIPHIKE SERVICES AND APPLICATIONS. Services and Applications are provided by ShipHike to Users on an "As Is" basis without warranty of any kind. ShipHike neither warrants nor represents the accuracy of content provided or accessible via ShipHike Services, Applications or Websites. third party Services are not warranted, guaranteed, or endorsed by ShipHike.

ShipHike shall provide the Services and Applications to User under the express condition that User agrees to the herein described limitations of ShipHike's liability to User and any third party.

User agrees that ShipHike, its affiliates, licensors, those who it contracts for promotional opportunities, or any of their agents, employees, officers, directors, or participants, shall not be liable for any damage, claims, lawsuits, or other legal controversies ("Legal Actions") that may arise relating to User or any third party's operation or failure to operate the ShipHike Services and Applications. Legal Actions may include but are not limited to conduct, acts or omissions of any User such as actions involving physical sexual violence, harassment or other emotional distress, loss or damage to personal and real property, or threats to do the same. User further agrees to limit its liabilities for any disputes with any other User, Services provided by ShipHike and its partners, including instruction or advice, and any dissemination or loss of User information.

ShipHike, its affiliates, licensors, or any the same parties' agents, directors, officers, employees, or other contractual partners shall be liable for direct, indirect, incidental, consequential, special or exemplary damages that may arise from or relating to User's use or failure to use ShipHike Services and Applications.

User agrees that ShipHike has no liability for the quality and fitness of any work performed as part of the Services and Applications.

To the extent such limitations of liability are not allowed in a state of jurisdiction, those limitations may not apply to User. Furthermore, if it is found that ShipHike, its affiliates, licensors, those who it contracts for promotional opportunities, or any of their agents, employees, officers, directors, or participants do have liability for damages to User or a third party, the maximum liability shall be no more than the sum of all fees paid by User to ShipHike in the prior nine (9) months after such time that the subject or matter of the first claim(s) occurred.

User understands and agrees that the ShipHike Services and Applications depend upon telecommunication networks, internet service providers (ISP) and other third parties to deliver the Services and Applications to User to operate and carry out Projects. User agrees that ShipHike cannot be held liable for any failures, delays or other issues with third party Services and infrastructure that prevent Services and Applications from operating as intended.

Limitation of Liability

User agrees that ShipHike, its affiliates, licensors, those who it contracts for promotional opportunities or other sponsors, or any of its employees, directors, agents or participants shall have not have any liability for indirect, special, exemplary, punitive, incidental, consequential or other damages such as loss of revenue, profits, data, usage or any economic advantage. User agrees that regardless of whether ShipHike has been advised of such a possibility of any damages, that ShipHike is not liable for loss, damage or injury incurred by User or a third party related to the Services or Applications, or resulting from a transaction between Users or a User and third party.

Users understand and agree that as independent contractors, that Users must evaluate the suitability, legality and own ability to carry out each and every part of a Project. ShipHike makes available Services and Applications to connect Shippers and Drivers to Pick-up, transport and deliver items of personal property, thus ShipHike does not have any responsibility or obligations to assess the propriety or legality, and the subsequent ability of any User to capably carry out and complete each and all the terms of each mutually-bargained for Project. User waives any liability and claims or damages caused by such liability of ShipHike to assess the legality or suitability of a User to carry out the

terms of a Project to completion, and User further waives liability and claims or damages caused by such liability related to other User(s) or third party that is related to use of the Services and Applications or by other means relating to a Project. User agrees that by using Services and Applications, that User may encounter unknown third parties and risks, offensive or objectionable conduct and content, or other unsafe acts.

User, pursuant to California Civil Code §§ 1541 & 1542 fully releases and waives any and all claims and rights User may have against ShipHike to the extent it is applicable, and to the full extent permitted by law, the provisions, rights, and benefits of Section 1542 of the California Civil Code, which provides that "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 debtor."

Notices

ShipHike may transmit notice by means of a general notice on the Website, the Applications, electronic mail to your provided email address in User's account, by SMS messaging, and/or by written communication sent by first class mail or pre-paid post to your address on record in ShipHike's account information. User agrees that the notice is accepted and acknowledged 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, text, or other electronic means). You may give notice to ShipHike (such notice shall be deemed given when received by ShipHike) at any time by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to ShipHike at 1408 W Broadway St Ardmore OK 73401-2840, or at support@shiphike.com.

Assignment

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

Export Control

User shall obey all U.S. and foreign export laws and regulations and ensure that both any relevant technical data of ShipHike or otherwise included in the Services and Applications and any Item shall not be exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by such laws and regulations. User shall use App Store Sourced Applications, thereby representing and warranting that: (i) User is 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) User is not listed on any U.S. Government list of prohibited or restricted parties.

Dispute Resolution

User agrees that all legal disputes and/or claims stemming from or related to these T&C, including the ShipHike Basic Protection or Additional Protection, the Driver or Shipper Agreements, regardless of its relationship to the use of the Services and/or Applications, or the interpretation, enforceability, revocability, or validity of these T&C, or the validity of any dispute, that cannot be resolved informally shall be submitted to binding arbitration. The arbitration shall be conducted by the American Arbitration Association under its Commercial Arbitration Rules, or as otherwise mutually agreed by User and ShipHike. Any judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Claims shall be brought within the time required by applicable law. User and ShipHike agree that any claim, action or proceed-

ing arising out of or related to these T&C, including arising out of any Driver or Shipper Agreement must be brought in your individual capacity, and not as a plaintiff or class member in any purported class, collective, or representative proceeding. The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative, collective, or class proceeding. USER AGREES THAT USER AND SHIPHIKE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING.

The American Arbitration Association ("AAA") Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "AAA Rules") then in effect, except as modified by this "Dispute Resolution" section. The AAA Rules are available by calling the AAA at 1-800-778-7879. The Federal Arbitration Act will govern the interpretation and enforcement of this Section.

A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules.

Unless User and ShipHike otherwise agree, the arbitration will be conducted in Carter County, Oklahoma. If User's claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of documents User and ShipHike submit to the arbitrator unless User request a hearing or the arbitrator determines that a hearing is necessary. If User's claim exceeds \$10,000, the AAA Rules will determine User's right to a hearing. Subject to the AAA Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

General

No joint venture, partnership, employment, or agency relationship exists between User, any other User, ShipHike or any third party provider as a result of a User entering into a Driver or Shipper Agreement or their use of the Services or Applications. If any provision of these T&C or any Driver or Shipper Agreement is held to be invalid or unenforceable, the unenforceable provision shall be removed and the remaining provisions shall be enforced to the fullest extent under the law. Failure of ShipHike to enforce any right or provision in these T&C or any Driver or Shipper Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by ShipHike in writing. This T&C, including all terms, conditions, and agreements detailed in these T&C, including without limitation the Drivers and Shippers Agreements, comprise the entire agreement between Users and ShipHike and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

USE OF APPLE BRANDED PRODUCTS AND PLATFORMS

Acknowledgement: User acknowledges that the T&C is between User and ShipHike, and not with Apple, and Apple is not responsible for the Services and Applications and the content thereof.

Maintenance and Support: Apple has no responsibility or obligation for any maintenance and support services with respect to the Services and Applications.

Warranty: Apple has no responsibility for any product warranties, whether express or implied by law with regards to the Services and Applications. These T&C set forth that User may notify Apple, and Apple will refund the purchase price for the Application only User; and that, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Services and Applications, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty.

Product Claims: ShipHike makes no claims relating to the iOS Applications. Apple is not responsible for addressing any claims of the User or any third party relating to the Services and Application, User property and/or use of that Licensed Application, including, but not limited to: (i) product liability claims; (ii) any claim that the Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection, privacy, or similar legislation.

Intellectual Property Rights: To the extent required by law, Apple shall not be solely responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claim regarding the ShipHike Services and Applications.

Legal Compliance: User must represent and warrant that (i) he/she is 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) he/she is not listed on any U.S. Government list of prohibited or restricted parties.

Developer Name and Address: The Developer Name and Address is as follows:

A2B, LLC

1408 West Broadway

Ardmore, OK 73401

support@shiphike.com

Third Party Terms of Agreement: User must comply with the applicable third party terms of agreement when using the Services and Application. The party providing your mobile OS has no obligation to furnish any maintenance and support with respect to these Services and Applications.

Third Party Beneficiary: User’s mobile OS entity, including Apple, is third party beneficiary of these T&C, and shall have the right to enforce this T&C against you upon your acceptance.