

TERMS OF USE AGREEMENT

Welcome to Pickuptrucker.com (the "Site"). By accessing or using our Site, you are agreeing to comply with and be bound by the following terms of use. Please review the following terms carefully. If you do not agree to these terms, you should not use this site. The term "Pickuptrucker.com" or "us" or "we" or "our" refers to Pickuptrucker, LLC, a Michigan limited liability company, the owner of the Site. The term "you" refers to the user or viewer of our Site.

1. Acceptance of Agreement.

You agree to the terms and conditions outlined in this Terms of Use Agreement ("Agreement") with respect to the Site. You represent that you are of legal age to form a binding contract and are not a person barred from receiving any services provided by or through this Site under the laws of the United States or other applicable jurisdiction. This Agreement constitutes the entire and only agreement between us and you, and supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to the Site, the content, products or services provided by or through the Site, and the subject matter of this Agreement.

2. Changes.

This Agreement may be amended at any time by us from time to time without specific notice to you. The amended Agreement becomes effective upon our posting to the Site, and any use of the Site after such revisions have been posted signifies your consent to the changes. As user of this site, you are responsible for reviewing this Agreement for any revisions.

3. Copyright.

The content, organization, graphics, design, compilation, magnetic translation, digital conversion and other matters related to the Site are protected under applicable copyrights, trademarks and other proprietary (including but not limited to intellectual property) rights. The copying, redistribution, use or publication by you of any such matters or any part of the Site, except as allowed by Section 4 below, is strictly prohibited. You do not acquire ownership rights to any content, document or other materials viewed through the Site. The posting of information or materials on the Site does not constitute a waiver of any right in such information and materials. Some of the content on the site is the copyrighted work of third parties.

4. Service Marks.

"Pickuptrucker.com" and PickupTrucker are our service marks or registered service marks or trademarks. Other product and company names mentioned on the Site may be trademarks of their respective owners. All copies that you make of any Contents and Materials or this Site must bear any copyright, trademark or other proprietary notice located on the Site that pertains to the material being copied. You are not authorized to use any of our names or marks in any advertising, publicity or in any other commercial manner without our prior written consent. Requests for authorization should be made to customerservice@pickuptrucker.com.

5. Limited License; Permitted Uses.

You are granted a non-exclusive, non-transferable, revocable license (a) to access and use the Site strictly in accordance with this Agreement; (b) to use the Site solely for your individual,

personal, non-commercial, informational purposes; and (c) to print out discrete information from the Site solely for individual, personal, non-commercial, informational purposes, and provided that you comply with all copyright and other policies contained therein.

6. Restrictions and Prohibitions on Use.

Your license for access and use of the Site and any information, materials or documents (collectively defined as “Content and Materials”) therein are subject to the following restrictions and prohibitions on use: You may not (a) copy, print (except for the express limited purpose permitted by Section 4 above), republish, display, distribute, transmit, sell, rent, lease, loan or otherwise make available in any form or by any means all or any portion of the Site or any Content and Materials retrieved therefrom; (b) use the Site or any materials obtained from the Site to develop, or as a component of, any information, storage and retrieval system, database, information base, or similar resource (in any media now existing or hereafter developed), that is offered for commercial distribution of any kind, including through sale, license, lease, rental, subscription, or any other commercial distribution mechanism; (c) create compilations or derivative works of any Content and Materials from the Site; (d) use any Content and Materials from the Site in any manner that may infringe any copyright, intellectual property right, proprietary right, or property right of us or any third parties; (e) remove, change or obscure any copyright notice or other proprietary notice or terms of use contained in the Site; (f) make any portion of the Site available through any timesharing system, service bureau, the Internet or any other technology now existing or developed in the future; (g) remove, decompile, disassemble or reverse engineer any Site software or use any network monitoring or discovery software to determine the Site architecture; (h) use any automatic or manual process to harvest information from the Site; (i) use the Site for the purpose of gathering information for or transmitting (1) unsolicited commercial email; (2) email that makes use of headers, invalid or nonexistent domain names, or other means of deceptive addressing; and (3) unsolicited telephone calls or facsimile transmissions; (j) use the Site in a manner that violates any state or federal law regulating email, facsimile transmissions or telephone solicitations; and (k) export or re-export the Site or any portion thereof, or any software available on or through the Site, in violation of the export control laws or regulations of the United States.

7. Linking to the Site.

You may provide links to the Site, provided (a) that you do not remove or obscure, by framing or otherwise, advertisements, the copyright notice, or other notices on the Site, (b) your site does not engage in illegal or pornographic activities, and (c) you discontinue providing links to the Site immediately upon request by us.

8. Advertisers.

The Site may contain advertising and sponsorships. Advertisers and sponsors are responsible for ensuring that material and information submitted for inclusion on the Site is accurate and complies with applicable laws. We are not responsible for the illegality or any error, inaccuracy or problem in the advertiser’s or sponsor’s materials or information.

9. Registration.

Certain sections of, or offerings from, the Site may require you to register. If registration is requested, you agree to provide us with accurate, complete registration information. Your registration must be done using your real name and accurate information. Each registration is

for your personal use only and not on behalf of any other person or entity. We do not permit (a) any other person using the registered sections under your name; or (b) access through a single name being made available to multiple users on a network. You are responsible for preventing such unauthorized use.

10. Errors, Corrections and Changes.

We do not represent or warrant that the Site is or will be error-free, free of viruses or other harmful components, or that defects will be corrected. We do not represent or warrant that the information available on or through the Site will be correct, accurate, timely or otherwise reliable. We may make changes to the features, functionality or content of the Site at any time without notice to you. We reserve the right in our sole discretion to edit or delete any documents, information or other content appearing on the Site.

By using this Site, you agree that we may monitor the Site contents periodically to (1) comply with any necessary laws, regulations or other governmental requests; (2) to operate the Site properly or to protect itself and its users. We reserve the right to modify, reject or eliminate any material residing on or transmitted to the Site that we, in our sole discretion, believe is unacceptable or in violation of the law or this Agreement.

11. Third Party Content.

Pickuptrucker.com communicates information provided and created by advertisers, content partners, Providers, marketing agents, employees, users, resellers and other third parties. Pickuptrucker.com does not create or develop any of this information and has no control over the accuracy or correctness of such information on the Site, and material on the Site may include technical inaccuracies or typographical errors.

Third party content may appear on the Site or may be accessible via links from the Site. Such content and links to external Internet sites are provided within the content on the Site as a convenience to users. The listing of an external site does not imply endorsement of the external site by us. We are not responsible for and assume no liability for any mistakes, misstatements, defamation, omissions, falsehood, obscenity, or any information that some people find objectionable, inappropriate, or offensive, opinions, representations or any other form of content on the Site or accessible via links from the Site. You understand that the information and opinions in the third party content represent solely the thoughts of the author and is neither endorsed by nor does it necessarily reflect our belief.

We do not make any representations regarding the availability and performance of any of the Web sites to which we provide links. When you click on advertiser banners, sponsor links, or other external links from the Site, your browser automatically may direct you to a new browser window that is not hosted or controlled by us. Pickuptrucker.com is not responsible for the content, functionality, or technological safety of these external sites.

We are not responsible for the accuracy, relevancy, copyright compliance, legality, or decency of material contained in the Site or in any externally linked Web sites. We do not fully screen or investigate business listings on the Site or Web sites accessible via links from the Site before or after including them in directory listings that become part of the Site, and we make no representation and assume no responsibility concerning the content that third parties submit to become listed in any of these directories.

12. Unlawful Activity.

We reserve the right to investigate complaints or reported violations of this Agreement and to take any action we deem appropriate, including but not limited to reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to your profile, email addresses, usage history, posted materials, IP addresses and traffic information.

13. Indemnification.

You agree to indemnify, defend and hold us and our members, managers, partners, agents, officers, directors, employees, subcontractors, successors, assigns, third party suppliers of information and documents, attorneys, advertisers, product and service providers, and affiliates (collectively, "Affiliated Parties") harmless from any and all liability, loss, claim and expense, including reasonable attorney's fees, related to your violation of this Agreement or use of the Site.

14. Nontransferable.

Your right to use the Site is not transferable or assignable. Any password or right given to you to obtain information or documents is not transferable or assignable.

15. Disclaimer.

THE INFORMATION, CONTENT AND DOCUMENTS FROM OR THROUGH THE SITE ARE PROVIDED "AS-IS," "AS AVAILABLE," WITH "ALL FAULTS", AND WITHOUT WARRANTY OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. PICKUPTRUCKER.COM DISCLAIMS, TO THE FULLEST EXTENT PERMITTED UNDER LAW, ANY WARRANTIES REGARDING THE SECURITY, RELIABILITY, TIMELINESS, ACCURACY AND PERFORMANCE OF THE SITE AND MATERIALS.

PICKUPTRUCKER.COM DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, TO THE FULLEST EXTENT PERMITTED BY LAW (INCLUDING BUT NOT LIMITED TO THE ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT). THE INFORMATION AND SERVICES MAY CONTAIN BUGS, ERRORS, PROBLEMS OR OTHER LIMITATIONS OR HARMFUL COMPONENTS AND WE DO NOT WARRANT THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED.

SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE AND JURISDICTION TO JURISDICTION.

16. Limitation of Liability

We and any Affiliated Party shall not be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Site or any services or products obtainable therefrom, (b) the unavailability or interruption of the Site or any features thereof, (c) your use, misuse or reliance on the Site, (d) the content contained on the Site, or (e) any delay or failure in performance beyond the control of a Covered Party.

WE AND OUR AFFILIATED PARTIES HAVE NO LIABILITY WHATSOEVER FOR YOUR USE, MISUSE OR RELIANCE ON THE SITE OR ANY INFORMATION OR ANY GOODS OR SERVICES LISTED ON OR OBTAINED THROUGH THE SITE. IN PARTICULAR, BUT NOT AS A LIMITATION THEREOF, WE AND OUR AFFILIATED PARTIES ARE NOT LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LITIGATION, OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF WE ARE AWARE OF OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES ARISING OUT OF OR CONNECTED WITH THE USE (OR INABILITY TO USE) OR PERFORMANCE OF THE SITE OR ANY GOODS OR SERVICES OBTAINED THROUGH THE SITE, THE MATERIALS OR THE INTERNET GENERALLY, OR THE USE (OR INABILITY TO USE), RELIANCE UPON OR PERFORMANCE OF ANY MATERIAL CONTAINED IN OR ACCESSED FROM ANY SITE.

THE NEGATION AND LIMITATION OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN US AND YOU. THIS SITE AND THE PRODUCTS, SERVICES, DOCUMENTS AND INFORMATION PRESENTED WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US THROUGH THE SITE OR OTHERWISE SHALL CREATE ANY WARRANTY, REPRESENTATION OR GUARANTEE NOT EXPRESSLY STATED IN THIS AGREEMENT.

ALL RESPONSIBILITY OR LIABILITY FOR ANY DAMAGES CAUSED BY VIRUSES CONTAINED WITHIN THE ELECTRONIC FILE CONTAINING A FORM OR DOCUMENT IS DISCLAIMED.

THE USER OF THIS SITE ASSUMES ALL RESPONSIBILITY AND RISK FOR THE USE OF THIS SITE, AND GOODS OR SERVICES OBTAINED THROUGH THE USE OF THE SITE, AND THE INTERNET GENERALLY.

THE FOREGOING LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO ALL USERS; IN SUCH STATES LIABILITY IS LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

17. Use of Information.

We reserve the right, and you authorize us, to the use and assignment of all information regarding Site uses by you and all information provided by you in any manner consistent with our Privacy Policy. All remarks, suggestions, ideas, graphics, or other information communicated by you to us (collectively, a "Submission") will forever be our property. We will not be required to treat any Submission as confidential, and will not be liable for any ideas (including without limitation, product, service or advertising ideas) and will not incur any liability as a result of any similarities that may appear in our future products, services or operations. Without limitation, we will have exclusive ownership of all present and future existing rights to

the Submission of every kind and nature everywhere. We will be entitled to use the Submission for any commercial or other purpose whatsoever, without compensation to you or any other person sending the Submission. You acknowledge that you are responsible for whatever material you submit, and you, not us, have full responsibility for the message, including its legality, reliability, appropriateness, originality, and copyright.

18. Third-Party Services.

We may list information that will allow access to or advertise certain third-party product or service providers ("Providers") from which you may purchase certain goods or services. You understand and agree that we do not operate or control the products or services offered or provided by Providers. Providers are responsible for all aspects of order processing, fulfillment, billing, collection and customer service and any other terms, conditions, warranties or representations associated with such dealings. All of the data on any goods and services, including but not limited to, the prices and the availability of any product or service or any feature thereof, is subject to change without notice by the party providing the goods and services.

WE ARE NOT A PARTY TO THE TRANSACTIONS ENTERED INTO BETWEEN YOU AND ANY PROVIDER AND YOUR CORRESPONDENCE OR DEALINGS WITH ANY PROVIDER ARE SOLELY BETWEEN YOU AND SUCH PROVIDER. YOU AGREE THAT USE OF OR ANY PURCHASE FROM SUCH PROVIDERS IS AT YOUR SOLE RISK AND IS WITHOUT WARRANTIES OF ANY KIND BY US, EXPRESSED, IMPLIED OR OTHERWISE INCLUDING WARRANTIES OF TITLE, FITNESS FOR PURPOSE, MERCHANTABILITY OR NON-INFRINGEMENT. UNDER NO CIRCUMSTANCES ARE WE LIABLE FOR ANY DAMAGES ARISING FROM THE TRANSACTIONS BETWEEN YOU AND PROVIDERS, FOR ANY INFORMATION APPEARING ON PROVIDER SITES OR ANY OTHER SITE LINKED TO OUR SITE OR AS THE RESULT OF THE PRESENCE OF SUCH PROVIDERS ON THE SITE.

19. Third-Party Provider Policies.

All rules, policies (including privacy policies) and operating procedures of Providers will apply to you while on any Provider sites. We are not responsible for information provided by you to Providers or by Providers to you. We and the Providers are independent contractors and neither party has authority to make any representations or commitments on behalf of the other.

20. Privacy Policy.

Our Privacy Policy, as it may change from time to time, is a part of this Agreement. You must review this Privacy Policy by clicking on this [link](#).

21. Payments.

You represent and warrant that if you are purchasing something from us or from Providers that (i) any credit information you supply is true and complete, (ii) charges incurred by you will be honored by your credit card company, and (iii) you will pay the charges incurred by you at the posted prices, including any applicable taxes.

22. Links to Other Web Sites.

The Site contains links to other Web sites. We are not responsible for the content, accuracy or

opinions express in such Web sites, and such Web sites are not investigated, monitored or checked for accuracy or completeness by us. Inclusion of any linked Web site on our Site does not imply approval or endorsement of the linked Web site by us. If you decide to leave our Site and access these third-party sites, you do so at your own risk.

23. Copyrights and Copyright Agents.

We respect the intellectual property of others, and we ask you to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide our Copyright Agent the following information:

- a. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- b. A description of the copyrighted work that you claim has been infringed;
- c. A description of where the material that you claim is infringing is located on the Site;
- d. Your address, telephone number, and email address;
- e. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- f. A statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Our Copyright Agent for Notice of claims of copyright infringement on the Site can be reached by directing an e-mail to the Copyright Agent at customerservice@pickuptrucker.com.

24. Information and Press Releases.

The Site may contain information and press releases about us. We disclaim any duty or obligation to update this information or any press releases. Information about companies other than ours contained in the press release or otherwise, should not be relied upon as being provided or endorsed by us.

25. Legal Compliance.

You agree to comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of the Site and the Content and Materials provided therein.

26. Refund and Return Policy.

Because the products and services mentioned on our Site are sold or provided by third parties or are linked to third party Web sites, and we have no responsibility or liability for those products or services, we are not responsible for and will not provide any refunds to you for any products or services purchased from third parties. You may request a refund by directly contacting a third party provider of products or services, subject to third party's policies and procedures.

27. Miscellaneous.

This Agreement shall be treated as though it were executed and performed in Detroit, Michigan, and shall be governed by and construed in accordance with the laws of the State of Michigan (without regard to conflict of law principles). Any claim or cause of action by you with respect to

the Site (and/or any information, Documents, products or services related thereto) must be instituted within one (1) year after such claim or cause of action arose or be forever waived and barred. All actions shall be subject to the limitations set forth in Section 15 and Section 16. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party. This Agreement and all incorporated agreements and your information may be automatically assigned by us in our sole discretion to a third party in the event of an acquisition, sale or merger. Should any part of this Agreement be held invalid or unenforceable, that portion shall be construed consistent with applicable law and the remaining portions shall remain in full force and effect. To the extent that anything in or associated with the Site is in conflict or inconsistent with this Agreement, this Agreement shall take precedence. Our failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision nor of the right to enforce such provision. Our rights under this Agreement shall survive any termination of this Agreement.

28. Arbitration.

Any legal controversy or legal claim arising out of or relating to this Agreement or our services, excluding legal action taken by us to collect or recover damages for, or obtain any injunction relating to, Site operations, intellectual property, and our services, shall be settled solely by binding arbitration in accordance with the commercial arbitration rules of American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in Detroit, Michigan, and judgment on the arbitration award may be entered into any court having jurisdiction thereof. Either you or we may seek any interim or preliminary relief from a court of competent jurisdiction in Detroit, Michigan necessary to protect the rights or property of you and us pending the completion of arbitration. Each party shall bear one-half of the arbitration fees and costs incurred through American Arbitration Association.

Effective: June 11, 2010

ADDITIONAL TERMS FOR PAID LISTINGS

1. Acceptance of Terms

Welcome to PickupTrucker.com. Your submission to PickupTrucker.com ("Site") and our acceptance and publication of a paid listing ("Listing") is subject to these additional terms and conditions ("Additional Terms"). These Additional Terms supplement the [Terms of Use Agreement](#), incorporated by reference. If you do not agree to these Additional Terms, you should not submit or continue to publish any Listing on the Site. The terms "you" and "Provider" refer a seller of goods and/or provider of services to the users or viewers of the Site and others who may directly or indirectly obtain Provider's contact information as a result of Provider's Listing on the Site (individually, "Customer," and collectively, "Customers").

Any terms or conditions of Provider which are contradictory or supplementary to, or which deviate from these Additional Terms or [Terms of Use Agreement](#), or any objection, agreement or other attempt by Provider purporting to add to or modify these Additional Terms or [Terms of Use Agreement](#), shall not apply or be binding upon us unless expressly approved by us in writing. Under no circumstances is the acceptance and publication of any Provider's Listing or the receipt of payment from Provider shall be construed as acceptance of any of the Provider's terms or conditions.

These Additional Terms may be amended at any time by us from time to time without specific notice to you. You can always find the most recent version of these Additional Terms at www.PickupTrucker.com and it is your responsibility to review it for revisions. The amended Additional Terms become effective upon our posting to the Site, and your continued use of the Site to publish your Listing(s) after such revisions have been posted signifies your consent to the changes.

2. Conduct and Obligations

You acknowledge and agree that we have the right to suspend or terminate your account and refuse current or future use of any PickupTrucker.com service with or without warning if we believe you have violated or attempted to violate the rights of any Customer or others, or have acted inconsistently with the spirit or letter of the [Terms of Use Agreement](#) or these Additional Terms. This includes our right to cancel your Listing(s). You will not be entitled to receive a refund if we cancel your Listing(s) for the reasons indicated above.

3. Payment Terms

The credit card that you provided or will provide in conjunction with your Listing(s) will automatically be billed shortly after you submit your Listing(s). All currency references are to U.S. dollars. Please note, unless we provide express notice otherwise, payment for any Listing is non-refundable. We will notify you before the expiration of each term of your Listing to obtain approval to charge your credit card for the amounts due in the next term. If your credit card is invalid or the charge is denied for any reason, your Listing(s) will be cancelled immediately. You will not be entitled to receive a refund for any problems, technical or otherwise, beyond our reasonable control.

4. Your Provision of Services

You acknowledge and agree that any Customer may contact you and inquire, request and/or order certain goods and/or services from you. We are not a party to the transactions entered into between you and any Customer and your correspondence or dealings with any Customer are solely between you and such Customer. As the seller of goods and/or provider of service to Customers, Provider shall be solely responsible for all aspects of order processing, fulfillment, billing, collection and customer service and any other terms, conditions, warranties or representations associated with such dealings. All of the data on any goods and services, including but not limited to, the prices and the availability of any product or service or any feature thereof, is subject to your discretion as the party providing the goods and/or services. You agree to sell goods and/or provide services by engaging your own resources and expertise, and to use your best efforts and care in the course of rendering any services to each Customer.

You agree that selling goods and/or providing services to each Customer is AT YOUR SOLE RISK AND IS WITHOUT WARRANTIES OF ANY KIND BY US, EXPRESSED, IMPLIED OR OTHERWISE INCLUDING WARRANTIES OF TITLE, FITNESS FOR PURPOSE, MERCHANTABILITY OR NON-INFRINGEMENT.

5. Limitation of Liability

We and any Affiliated Party shall not be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from your sale of goods and/or provision of services to any Customer. The limitation of liability provisions found in the [Terms of Use Agreement](#) apply to

these Additional Terms and are deemed a part of these Additional Terms.

ALL RESPONSIBILITY OR LIABILITY FOR ANY AND ALL DAMAGES CAUSED BY YOUR SALE OF GOODS AND/OR PROVISION OF SERVICES TO ANY CUSTOMER IS YOUR SOLE RESPONSIBILITY AND LIABILITY, AND UNDER NO CIRCUMSTANCES ARE WE LIABLE FOR ANY DAMAGES ARISING FROM THE TRANSACTIONS BETWEEN YOU AND ANY CUSTOMER. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE AND OUR AFFILIATED PARTIES ARE NOT LIABLE OR RESPONSIBLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LITIGATION, OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF WE ARE AWARE OF OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR CONNECTED WITH YOUR SALE OF GOODS AND/OR PROVISION OF SERVICES TO CUSTOMERS (OR INABILITY TO SELL AND/OR PROVIDE ANY OF THEM).

THE NEGATION AND LIMITATION OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN US AND YOU. THIS SITE AND THE PRODUCTS, SERVICES, DOCUMENTS AND INFORMATION PRESENTED WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US THROUGH THE SITE OR OTHERWISE SHALL CREATE ANY WARRANTY, REPRESENTATION OR GUARANTEE NOT EXPRESSLY STATED IN THIS AGREEMENT.

THE FOREGOING LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO ALL PROVIDERS; IN SUCH STATES LIABILITY IS LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

6. Insurance

Provider shall, upon submitting any Listing to the Site and at all times thereafter, at its own expense, keep and maintain in full force and effect each and every one of the following policies covering liability for its acts and omissions in selling the goods and/or providing services to any Customer:

(a) Policies of public liability, property damage, and commercial general liability insurance, including a contractual liability endorsement covering Provider's obligations under the paragraph captioned "Indemnification", insuring against claims of bodily injury and death and property damage or loss with a combined single limit of not less than Two Million Dollars (\$2,000,000.00) per occurrence and location, or such greater limit as may be required by applicable law.

(b) A policy of worker's compensation insurance if and as required by applicable law and employer's liability insurance with limits of no less than One Million Dollars (\$1,000,000.00), or such greater limit as may be required by applicable law.

(c) A policy of comprehensive automobile liability insurance, including loading and unloading, and covering owned and hired vehicles with limits of no less than One Million Dollars (\$1,000,000.00) per occurrence, or such greater limit as may be required by applicable law.

(d) A policy of cargo insurance in an amount sufficient to cover and protect all property the Provider is or will be transporting, as may be required by applicable law.

(e) A policy or policies of such other insurance as may be required by applicable local, state, or federal law.

All insurance policies required under this paragraph shall be with nationally recognized insurance companies in the United States. Each policy shall provide that it is not subject to cancellation, lapse or reduction in coverage except after thirty (30) days' written notice to PickupTrucker.com. Provider shall deliver to us upon request certificates evidencing the existence and amounts of all such policies.

While we have no responsibility to do so, if we determine that Provider fails to acquire or maintain any insurance or provide evidence of insurance required by this paragraph, we may terminate Provider's Listing(s) without further notice.

7. Status of the Parties

It is understood and agreed that the relationship between PickupTrucker, LLC and Provider is that of independent contractor, and that nothing contained in these Additional Terms or [Terms of Use Agreement](#) or any sale of goods and/or provision of services by Provider shall be construed to make either party an agent, servant, or employee of the other party or to create any joint venture, partnership, or other association between the parties other than that of independent contractor. PickupTrucker, LLC shall not have any supervision, direction, or control over the means or methods of the sale of goods or the performance of the services by Provider to any Customer. It is further expressly agreed that no act or omission of any party (or any of its agents, servants or employees) shall be construed to make or render such party (or any of its agents, servants or employees) an agent, servant, representative, employee of, or joint venturer with, such other party. Provider is free to engage in any other business, consulting, or employment for third parties, provided these activities do not materially interfere with Provider's responsibilities and obligations to Customers. Neither Provider nor PickupTrucker, LLC may assume any obligations on behalf of the other or bind such other party in any manner.

8. Indemnification

Provider will indemnify, defend, and hold harmless PickupTrucker, LLC and its members, managers, directors, officers, attorneys, employees, agents and consultants (collectively, the "Indemnified Parties," and each, individually, an "Indemnified Party") from and against any and all demands, claims, actions or causes of action, assessments, losses, damages, judgments, arbitration awards, liabilities (whether absolute or accrued, contingent or otherwise), costs and expenses, including, but not limited to interest, penalties and attorney fees and expenses (collectively referred to as "Damages") asserted against, imposed upon, or incurred by, any Indemnified Party, directly or indirectly, by reason of, or resulting from or relating to any of the following:

- (a) Provider's products and/or services;
- (b) Acts or omissions by Provider and/or its current or former employees, subcontractors or agents, including, but not limited to, acts or failures to act constituting negligence, tortious, willful or other misconduct, criminal or dishonest conduct, or other conduct in violation of applicable federal, state or local law or the terms and conditions of this Agreement;
- (c) Provider's breach of any representation, warranty or covenant contained in these Additional Terms or the [Terms of Use Agreement](#).

Provider's indemnification obligation shall survive the termination or expiration of Provider's Listing(s) for any reason and shall remain in effect for five (5) years following the later of 1) the termination or expiration of Provider's Listing(s) for any reason or 2) the date of last sale or service provided to any Customer.

9. **Legal Compliance, Truth In Advertising**

Provider is solely responsible for any legal liability arising out of or related to the Listing and for complying with any and all applicable federal, state, local and international laws, statutes, ordinances and regulations, including without limitation and if applicable, obtaining certificate(s) of authority and operating authority from applicable state(s) and federal agencies (collectively, "Laws") that affect Provider's sale of goods, provision of services, business operations, agents, representatives, employees or workers and any other activities contemplated.

Provider represents and warrants that it is in compliance with all applicable Laws and that it holds the necessary rights, licenses and certificates to sell goods and/or provide services to each Customer as advertised in the Listing, and that the use, reproduction, distribution, or transmission of the Listing will not violate any criminal laws or any rights of any third parties, including, but not limited to, such violations as infringement or misappropriation of any copyright, patent, trademark, trade secret, music, image, or other proprietary or property right, false advertising, unfair competition, defamation, invasion of privacy rights or rights of celebrity, violation of any antidiscrimination law or regulation, or any other right of any person or entity.

10. **Binding Effect**

These Additional Terms and [Terms of Use Agreement](#) shall be binding upon and shall inure to the benefit of Provider and PickupTrucker, LLC and their respective heirs, personal representatives, successors and any permitted assigns.

11. **Third Party Beneficiary**

These Additional Terms or the [Terms of Use Agreement](#) are not intended, nor will they, individually or collectively, be deemed or construed, to create or confer any rights, including, by way of example but not limitation, third party beneficiary rights, to any person or entity other than PickupTrucker, LLC and Provider.

12. **Assignment**

Provider may not assign or transfer to any third party any Listing or any of its rights or obligations under these Additional Terms or [Terms of Use Agreement](#), in whole or in part,

without our prior written consent. We may assign or transfer any of the rights to Provider's Listing(s) to any other party upon written notification to Provider. In any event, Provider shall at all times remain responsible for any acts or omissions of any third parties employed or retained by Provider to the same extent as if such acts or omissions were committed by Provider.

13. Notices

Any notice hereunder shall be in writing, and shall be deemed sufficient if mailed by certified or registered mail, return receipt requested, or sent via facsimile or e-mail if receipt is acknowledged. Notice shall be deemed to have been given two business days after having been mailed by certified or registered mail, return receipt requested, or one business day after acknowledgment of receipt of notice via facsimile or e-mail transmission.

14. Complete Agreement

These Additional Terms and [Terms of Use Agreement](#) represent the entire agreement of the parties, and supersede any and all prior or contemporaneous agreements, concerning this subject matter, whether written, unwritten, express or implied.

15. Invalidity of Specific Terms

If any provision of these Additional Terms or [Terms of Use Agreement](#) is determined to be invalid or unenforceable, such provision shall not affect the remainder of these documents, which shall remain in effect, unless the removal of the invalid or unenforceable provision would substantially defeat the basic intent, purpose and spirit of Additional Terms or [Terms of Use Agreement](#).

16. Extensions and Waivers

No waiver of any breach of any provision of these Additional Terms or [Terms of Use Agreement](#) shall constitute a waiver of any preceding or succeeding breach of the same provision. No extension of the time for performance of any obligation or other act shall be deemed to be an extension of the time for the performance of any other obligation or any other act.

Effective: June 11, 2010