

## TERMS AND CONDITIONS OF USE

### 1. Accepting the Routeworthy Terms & Conditions

This User Agreement (the “**Agreement**”) is a contract between you (the “**User**”) and Routeworthy Inc., a Canadian incorporated entity (“**Routeworthy**”, “**we**”, “**us**” or “**our**”). You must read, agree with and accept all of the terms and conditions contained in this Agreement in order to use our website located at [www.routeworthy.com](http://www.routeworthy.com) (the “**Site**”), applications (the “**Application**”) and related software and services (collectively with the Site and the Application, the “**Routeworthy Platform**”).

Routeworthy may make modifications, deletions and/or additions to this Agreement (“**Changes**”) at any time. Changes will be effective: (i) thirty (30) days after Routeworthy provides notice of the Changes, whether such notice is provided through the Site or Application user interface or otherwise; or (ii) when you opt-in or otherwise expressly agree to the Changes or a version of this Agreement incorporating the Changes, whichever occurs first. Please note that the last update was performed on **June 21, 2018**. If the modified terms are not acceptable to you, please do not access or use the Website, Application or Services.

Your access to and use of the Routeworthy Platform is also governed by information, guidelines and policies made available generally on the Site and the Application, including but not limited to the Routeworthy Privacy Policy, which can be accessed at [www.routeworthy.com](http://www.routeworthy.com). To the extent that there are any conflicts between the terms and conditions of this Agreement and the Routeworthy Platform, the terms and conditions of this Agreement will govern.

YOU UNDERSTAND THAT BY USING THE ROUTEWORTHY PLATFORM, YOU ARE AGREEING TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT ACCEPT THIS AGREEMENT IN ITS ENTIRETY, YOU MAY NOT ACCESS OR USE THE ROUTEWORTHY PLATFORM. IF YOU AGREE TO THIS AGREEMENT ON BEHALF OF AN ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THAT ENTITY TO THIS AGREEMENT. IN THAT EVENT, “USER”, “YOU” AND “YOUR” WILL REFER AND APPLY TO THAT ENTITY.

### 2. Defined Terms

- (a) “**ACH**” has the meaning ascribed to it at Section 8;
- (b) “**Business Hours**” means those hours between 9 a.m. and 5 p.m. (Eastern Time), Monday to Friday, excluding all statutory holidays anywhere in North America.
- (c) “**Carrier**” means a Member who accesses the Routeworthy Platform in order to acquire the Services pursuant to an agreement entered into between the Carrier and the Pilot Car;
- (d) “**Fees**” has the meaning ascribed to it at Section 8;
- (e) “**Finalized Amount**” has the meaning ascribed to it at Section 7;
- (f) “**Load**” means a specific engagement for which the Services of the Pilot Car have been obtained by the Carrier;

- (g) “**Member**” means a person, namely a Carrier or Pilot Car, who signs up to the Routeworthy Platform by creating an account and accepting these terms;
- (h) “**Member Content**” means all information of any nature which you enter or that you post on the Routeworthy Platform, or send via the Routeworthy Platform to other Members and to us including all information uploaded on your Profile, including but not limited to data, files, communications and materials;
- (i) “**Membership Fee**” has the meaning ascribed to it at Section 5;
- (j) “**Off-Platform Option**” has the meaning ascribed to it at Section 7;
- (k) “**Payment Process System**” has the meaning ascribed to it at Section 7;
- (l) “**Payment Processor**” has the meaning ascribed to it at Section 10;
- (m) “**Pilot Car**” means a Member who accesses the Routeworthy Platform in order to provide the Services to a Carrier pursuant to an agreement entered into between the Pilot Car and the Carrier;
- (n) “**Profile**” means a profile page that is specific to each Carrier or Pilot Car that is hosted on the Routeworthy Platform and accessible to all Members;
- (o) “**Routeworthy Content**” means all the content that we have put on the Routeworthy Platform (including, without limitation, HTML, text, audio, video, white papers, press releases, data sheets, software and FAQs and other content) and excludes Member Content;
- (p) “**Routeworthy Option**” has the meaning ascribed to it at Section 7;
- (q) “**Routeworthy Platform**” has the meaning ascribed to it at Section 1;
- (r) “**Services**” means those services offered by the Pilot Car to the Carrier, including, without limiting the generality of the foregoing, operating an automobile in order to escort Carriers or convoys of Carriers, guide Carriers through construction sites and secure, attach and set up loads of Carriers; and
- (s) “**Third Party Content**” means information and materials contained on the Routeworthy Platform provided to Routeworthy by third parties.

### **3. The Routeworthy Platform**

Through the Site and Application, Routeworthy offers a platform to allow Members to acquire and provide the Services to one another. On the Routeworthy Platform, Carriers and Pilot Cars transact with each other directly and we provide the platform to facilitate the occurrence of the transactions. Each Carrier and Pilot Car is responsible for its own Profile provided on the Routeworthy Platform and the description and accuracy of the details in connection with the Services it wishes to acquire or which it offers that appear on its Profile.

Routeworthy is not a service company and does not provide services or manage individual Members or their Services, in any manner whatsoever. The Services offered on the Routeworthy Platform are provided by the Pilot Cars, not by us. We provide a platform;

accordingly, we are not responsible for the Services that are ultimately provided by any Member.

#### 4. **Access to the Site**

You must be eighteen (18) years of age or over to browse or otherwise utilize the Site or the Application. We do not knowingly collect any information from anyone under the age of thirteen (13). When browsing the Site or the Application you agree to follow our guidelines or instructions and keep in mind that this Agreement applies to any use of the Site and Application whether or not you are a Member.

#### 5. **Membership**

**Age:** You must be eighteen (18) years of age or over or of legal age to provide the services offered to become a Member.

**Benefits:** Membership is free for Pilot Cars and, at the present time, costs Four Hundred Seventy-Five Dollars (\$475 USD) per year (the “**Membership Fee**”) for all other Members after the free trial period expires. When you become a Member you get a Routeworthy account. Your membership will allow you to acquire Services from Pilot Cars or provide Services to Carriers and use the other functions of the Routeworthy Platform.

**Your responsibility:** You promise that information you provide to us and which appears on your Profile is true, accurate and complete and that you will keep your account information up-to-date (including a current email address). Your continued use of the Routeworthy Platform shall be construed as your validation of the information you have provided to us, unless you have specifically provided alternative information to us by contacting us at [info@routeworthy.com](mailto:info@routeworthy.com). You are responsible for any use of the Routeworthy Platform that occurs in conjunction with your username and password so ensure that your password is secure at all times and refrain from allowing others to use your username or password. If you realize there is any unauthorized use of your password or any breach of security, you must let us know immediately by contacting us at [info@routeworthy.com](mailto:info@routeworthy.com). By using your Member account, you acknowledge and agree that the Routeworthy account security procedures are commercially reasonable. You may not allow third parties to use this password to perform any action under your Member account. Your membership is not assignable or transferrable. Each Member account must be used by only one person, and each person is allowed to use only one Member account. Routeworthy reserves the right to validate Member information at any time, including but not limited to validation against third party databases or the verification of one or more official government or legal documents that confirm the Member’s identity. You authorize Routeworthy, directly or through third parties, to make any inquiries necessary to validate your identity and confirm your ownership of your email address or financial instruments. Failure to provide information about you and your business when requested is a violation of this Agreement and may result in the immediate closure or suspension of your Member account.

By using the Routeworthy Platform, you expressly represent and warrant that you are legally entitled to enter into this Agreement. If you reside in a jurisdiction which restricts the use of the Routeworthy Platform because of age, or restricts the ability to enter into agreements such as this one due to age, you must abide by such age limits and you must not use the Routeworthy Platform. By becoming a Member, you represent and warrant that you are at least eighteen (18) years of age. By using the Routeworthy Platform, you represent and

warrant that you have the right, authority and capacity to enter into this Agreement and to abide by the terms and conditions of this Agreement. For greater certainty and without limiting the foregoing, if you are agreeing to these terms on behalf of an entity (like your employer), then you are doing so with the right, authority and capacity to do so. When using the Routeworthy Platform you agree to comply with all applicable laws of the nation, the country, state, province and city in which you are present while using the Routeworthy Platform.

**Restrictions:** You are not (a) a citizen or resident of a country in which use or participation is prohibited by law, decree, regulation, treaty or administrative act; (b) a citizen or resident of, or located in, a country or region that is subject to U.S. or other sovereign country sanctions or embargoes; or (c) an individual or an individual employed by or associated with an entity identified on the U.S. Department of Commerce's Denied Persons or Entity List, the U.S. Department of Treasury's Specially Designated Nationals or Blocked Persons Lists, or the Department of State's Debarred Parties List or otherwise ineligible to receive Creations subject to Canadian or U.S. export control laws and regulations, or other economic sanction rules of any sovereign nation.

## 6. **Expectations**

Routeworthy expects a consistent and high level of courtesy, respect and professionalism from all of its Members toward each other. Members agree to use good judgment when updating their Profiles, posting information, comments, or other content regarding Services offered or received, other Members, Routeworthy or any third party anywhere within the Routeworthy Platform. Members may be held legally responsible for damages suffered by other Members, Routeworthy or any third party as a result of legally actionable or defamatory comments, remarks, or other information or content posted to the Routeworthy Platform. All Members are to comply with all laws applicable to them or to their activities, and with all posted policies, which are hereby incorporated into this Agreement by reference. These policies may be modified from time to time at Routeworthy's discretion, and the currently effective policies will be deemed to be part of this Agreement.

When submitting any content to or otherwise using the Routeworthy Platform, you agree not to post or transmit to or from the Routeworthy Platform:

- any unlawful, hateful, racially or ethnically offensive, threatening, libellous, defamatory, obscene, pornographic, or other material or content that would violate rights of publicity and/or privacy or that would violate any law;
- any material or content that infringes, misappropriates or violates any third party rights, including but not limited to copyright, trademark, patent right or other proprietary right of any third party;
- any falsehoods or misrepresentations or defamatory language that could damage us, Members or any third party;
- any private information concerning another person, without their permission;
- anything which impersonates another person or legal entity or represents yourself as affiliated with us, our staff or other industry professionals;

- anything which solicits a user's password or other account information;
- anything which harvests user names, addresses, or email addresses for any purpose; and
- any viruses or other computer instructions or technological means whose purpose is to disrupt, damage, or interfere with the use of computers or related systems.

You will not access (or attempt to access) the Routeworthy Platform by any means other than the interface provided, and you will not use information from the Routeworthy Platform for any purpose other than the purpose for which it was made available. You will not engage in any activity that interferes with or disrupts the functioning of the Routeworthy Platform. You will not upload or attach an invalid or malicious or unknown file. You will not insert any external links that may be malicious or unknown to you, or used for offering any services other than the Services.

You do further hereby agree to use the Routeworthy Platform for lawful purposes only, and not for any immoral or harmful activities. You agree that you will not do any of the following while using or accessing the Routeworthy Platform:

- attempt to access or search the Routeworthy Platform or download content from the Routeworthy Platform through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by us or other generally available third party web browsers;
- access, tamper with, or use non-public areas of the Routeworthy Platform, our computer systems, or the technical delivery systems of our providers;
- gather and use information, such as other users' names, real names and email addresses available through the Routeworthy Platform to transmit any unsolicited advertising, junk mail, spam or other form of solicitation;
- use the Routeworthy Platform for any commercial purpose except as set forth in this Agreement or for the benefit of any third party or in any manner not set forth in this Agreement;
- violate any applicable law or regulation;
- use the Routeworthy Platform in an unlawful, immoral or harmful manner; or
- advocate, encourage, or assist any other individual to do any of the foregoing.

We reserve the right to investigate and prosecute violations of any of the above and/or involve and cooperate with law enforcement authorities in prosecuting users who violate this Agreement.

Routeworthy is not legally responsible for any Member Content, including, without limiting the generality of the foregoing, any postings, remarks, information or other content posted or made available on the Routeworthy Platform by any Member or third party, whether or

not such information or content is defamatory or otherwise legally actionable. Routeworthy is not legally responsible for any negative outcome of the relationship between Pilot Cars and Carriers or between Members, including, without limiting the generality of the foregoing, any negative outcomes resulting from (a) any Member Content, Routeworthy Content or Third Party Content uploaded to the Routeworthy Platform and (b) the quality, appropriateness or effectiveness of the Services, and the payment process associated therewith, as further described at Section 8. Routeworthy reserves the right to remove or restrict access to any information or content posted or made available on the Routeworthy Platform if ordered to do so by a government authority or if Routeworthy, in its sole and absolute discretion, considers such information or content to be in violation of this Agreement.

Routeworthy does not guarantee the accuracy, completeness, timeliness or reliability of any Member Content. You acknowledge that all Member Content accessed by you using the Routeworthy Platform, namely with respect to the Services or a particular Load, is at your own risk.

## **7. Payment Process System**

**How Pilot Cars Get Paid for Services Rendered:** The Routeworthy Platform is equipped with a multi-step payment system (the “**Routeworthy True Pay System**”) to facilitate and improve the transparency of transactions between Carriers and Pilot Cars and ensure that Pilot Cars are eligible to be compensated quickly for Services rendered to Carriers.

- Preliminary Order Confirmation and Carrier Confirmation of the Routeworthy Option – The Carrier will submit a preliminary order confirmation (the “**Preliminary Order Confirmation**”) to the Routeworthy Platform pursuant to which the Carrier sets forth the terms and conditions of the Services it wishes to obtain from a Pilot Car in connection with a given Load, including the price payable therefor, following which a Pilot Car will have the option to accept or reject such Preliminary Order Confirmation. In the event that a Preliminary Order Confirmation is accepted by the Pilot Car, a five (5) digit Order Confirmation security code specific to the Services to be rendered in connection with the specific Load (the “**Pincode**”) will be accessible on the Platform to the Carrier.

At the same time as the Carriers submit a Preliminary Order Confirmation via the Routeworthy Platform, we ask that the Carriers confirm the manner in which they shall be billed with respect to the Services rendered by the Pilot Cars via the Payment Process System. The Carrier may direct us to make payment on the Carrier’s behalf, as payment agent, to the Pilot Car, subject to the terms below, following which the Carrier undertakes, as a separate and independent obligation, to reimburse us in full in respect of any and all amounts that we have paid to the Pilot Car in accordance with such direction and authorization (the “**Routeworthy Option**”). Alternatively, Carriers have the option to be invoiced directly by the Pilot Cars they connect with via the Routeworthy Platform (the “**Off-Platform Option**”). The Carrier will be prompted by the Routeworthy Platform to indicate whether it elects to proceed with the Routeworthy Option or the Off-Platform Option by clicking on the checkbox of its choice. With exception, the terms below in this Section 7 shall apply identically regardless of whether the payment terms between the Carriers and Pilot Cars are governed by the Routeworthy Option or the Off-Platform Option. ROUTEWORTHY IS NOT

INVOLVED IN, AND SHALL NOT BE RESPONSIBLE FOR, ANY AMOUNTS OWING TO PILOT CARS IN EXCHANGE FOR ITS SERVICES RENDERED UNDER THE OFF-PLATFORM OPTION. MOREOVER, THE CARRIER ACKNOWLEDGES THAT ANY PAYMENT MADE BY A CARRIER DIRECTLY TO A PILOT CAR UNDER THE ROUTEWORTHY OPTION IS SUPERFLUOUS AND WILL NOT BE COMPENSATED BY ROUTEWORTHY NOR SHALL ANY AMOUNTS INVOICED BY ROUTEWORTHY TO THE CARRIER BE REDUCED, OFFSET OR AFFECTED THEREBY.

- Review of the Preliminary Order Confirmation by the Pilot Car following Services rendered – Prior to the Pilot Car beginning to render the Services, the Pilot Car shall request from the Carrier, which shall provide to the Pilot Car, the Pincode. Upon obtaining the Pincode from the Carrier, the Pilot Car will enter the Pincode on the Routeworthy Platform to evidence that it arrived in order to render such Services. Following the Pilot Car having completed the Load, (i) the Routeworthy Platform will generate a confirmation to the Pilot Car of the Preliminary Order Confirmation with respect to the Services that were rendered by the Pilot Car to the Carrier and (ii) the Pilot Car will present a bill of lading in connection with the Load to the Carrier for signature. The Pilot Car will then be provided the opportunity to confirm that the figures contained in the Preliminary Order Confirmation are accurate and reflect the Services provided by the Pilot Car to the Carrier in connection with the Load. In the event that the figures do not reflect such Services rendered, the Pilot Car has the ability to modify the terms of the Preliminary Order Confirmation accordingly on the Routeworthy Platform.
- Finalizing the Preliminary Order Confirmation by the Carrier – Once the Preliminary Order Confirmation has been confirmed or modified by the Pilot Car, as the case may be, the Carrier will be notified thereof and will have a final opportunity to review the Preliminary Order Confirmation and confirm that the figures contained therein are accurate and reflect the Services provided by the Pilot Car to the Carrier in connection with the Load (the “**Finalized Amount**”). UPON THE CARRIER CONFIRMING AND ACCEPTING THE FINALIZED AMOUNT IN CONNECTION WITH A LOAD, THE CARRIER ACKNOWLEDGES AND AGREES THAT THE FINALIZED AMOUNT IS FINAL AND CONSTITUTES FINAL COMPENSATION THAT IS IRREVOCABLY PAYABLE TO THE PILOT AND/OR ROUTEWORTHY IN EXCHANGE FOR SERVICES RENDERED. IN THE EVENT THAT A CARRIER AND A PILOT CAR FAIL TO AGREE UPON THE FINALIZED AMOUNT, ROUTEWORTHY SHALL NOT BE RESPONSIBLE FOR, AND THE CARRIER AND THE PILOT CAR SHALL HOLD ROUTEWORTHY HARMLESS AGAINST, ANY AND ALL CLAIMS, COSTS, DAMAGES, LOSSES, LIABILITIES AND EXPENSES (INCLUDING ATTORNEYS’ FEES AND COSTS) ARISING OUT OF OR IN CONNECTION WITH THE FEES PAYABLE TO THE PILOT CAR BY ROUTEWORTHY OR THE CARRIER IN RESPECT OF SERVICES RENDERED FOR A GIVEN LOAD.
- Direction of Payment – Exceptionally in the event that the Carrier has elected to proceed pursuant to the Routeworthy Option, upon the Carrier confirming the Finalized Amount, the Carrier will be prompted by the Routeworthy Platform to click on a checkbox confirming that the Carrier provides us with an irrevocable

instruction directing us to pay the Finalized Amount on behalf of the Carrier to the Pilot Car for completing the Services in connection with a given Load.

- Final Order Confirmation – Finally, the payment process is complete and a PDF copy of the final Order Confirmation will be made available to the Carrier and the Pilot Car on the Routeworthy Platform (the “**Final Order Confirmation**”). The Final Order Confirmation will remain accessible on the Platform to the Carrier and the Pilot Car for a period of one (1) year following such Final Order Confirmation being uploaded to the Platform by Routeworthy.

## **8. Payment Period to Pilot Cars**

**Payment Period Pursuant to the Routeworthy Option.** The following shall apply in the event that the Carrier elects that its payment terms be governed by the Routeworthy Option:

- 48-Hour Payment Period: Once the Carrier confirms the Finalized Amount, the Pilot Car shall send to us, either by mail to **Routeworthy Inc, 1 Provost suite 219, Lachine, Quebec, Canada H8S 4H2** or by scanned PDF to **truepay@routeworthy.com**, (i) an invoice issued by the Pilot Car to us with respect to the Services rendered by the Pilot Car in connection with a given Load, (ii) a copy of the Final Order Confirmation and (iii) a completed bill of lading signed by the Carrier. UPON SUBMISSION OF THE ABOVEMENTIONED DOCUMENTATION, YOU ACKNOWLEDGE AND AGREE THAT THE FINALIZED AMOUNT IS FINAL AND CONSTITUTES FINAL COMPENSATION THAT IS IRREVOCABLY PAYABLE TO YOU IN EXCHANGE FOR SERVICES RENDERED. IN THE EVENT THAT YOU AND THE CARRIER FAIL TO AGREE UPON THE FINALIZED AMOUNT, ROUTEWORTHY SHALL NOT BE RESPONSIBLE FOR, AND YOU AND THE CARRIER SHALL HOLD ROUTEWORTHY HARMLESS AGAINST, ANY AND ALL CLAIMS, COSTS, DAMAGES, LOSSES, LIABILITIES AND EXPENSES (INCLUDING ATTORNEYS’ FEES AND COSTS) ARISING OUT OF OR IN CONNECTION WITH THE FEES PAYABLE TO YOU IN RESPECT OF SERVICES RENDERED FOR THE LOAD. Upon submission of such documentation by the Pilot Car, we will provide payment to the Pilot Car for the Services rendered (the “**Fees**”) within forty-eight (48) Business Hours, on a commercially reasonable basis, provided that the Pilot Car accepts payment made through the Automated Clearing House Network (“**ACH**”), a system that allows funds to move from one bank account to another with the assistance of an intermediary that transfers funds to their final destination. For greater clarity, under no circumstances do we guarantee payment of the Fees within forty-eight (48) Business Hours of the completion of the payment process. In the event that the Pilot Car does not accept payment through ACH, we cannot guarantee that the Fees will be paid to the Pilot Car as expediently. In order to receive the Fees via ACH, the Pilot Car must provide us with a void cheque, which we will thereafter send to our financial institution, to ensure that the Fees are transferred to the Pilot Car’s preferred bank account.
- Brokerage Service Fee: In exchange for brokering the relationship between the Pilot Car and the Carrier via the Payment Process System, we will retain from the payment of the Fees to the Pilot Car a service fee equivalent to Three point Seventy-Five percent (3.75%) of the Finalized Amount.



- **Routeworthy Invoice to Carrier:** Within thirty (30) days of the Carrier receiving an invoice for the Finalized Amount from Routeworthy, such Carrier shall pay us the Finalized Amount in respect of such Services, which shall accrue interest at a rate of Five percent (5%) per annum following the expiration of such thirty (30) day period.

**Payment Period Pursuant to the Off-Platform Option.** In the event that the Carrier elects that its payment terms in respect of a particular Load be governed by the Off-Platform Option, such payment terms shall be determined exclusively by the Carrier and the Pilot Car, to the exclusion of Routeworthy. For greater certainty, under the Off-Platform Option, the Carrier shall pay the Fees directly to the Pilot Car. ROUTEWORTHY SHALL NOT BE RESPONSIBLE FOR, AND THE CARRIER AND THE PILOT CAR SHALL HOLD ROUTEWORTHY HARMLESS AGAINST, ANY AND ALL CLAIMS, COSTS, DAMAGES, LOSSES, LIABILITIES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COSTS) ARISING OUT OF OR IN CONNECTION WITH THE FEES PAYABLE TO THE PILOT CAR BY THE CARRIER IN RESPECT OF SERVICES RENDERED FOR A GIVEN LOAD UNDER THE OFF-PLATFORM OPTION.

## 9. **Credit Availability**

We take the initiative to highlight whether a certain Carrier has sufficient credit with us (the "**Credit**") to be eligible to receive Services under the Routeworthy Option. A pilot should be advised that the abovementioned terms regarding the Payment Process System under the Routeworthy Option, including but not limited to payment of the Fees within forty-eight (48) Business Hours of Carrier's confirmation of the Finalized Amount, are inapplicable in the event that a Pilot Car provides Services to a Carrier with insufficient Credit. Under no circumstances shall Routeworthy be held responsible for any of its obligations pursuant to the terms of this Section 9 with respect to the Routeworthy Option in the event that a Pilot Car agrees to provide Services to a Carrier with insufficient Credit. The Carriers acknowledge that their Credit will be made public on the Platform to other Carriers and Pilot Cars and that the availability of such information risks negatively affecting the image and reputation of the Carriers. Under no circumstances shall Routeworthy be held liable for, and the Carriers shall hold Routeworthy harmless against, any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with the availability of the Credit of the Carriers hosted on the Platform.

## 10. **Other Payment Terms**

**Payment Processing:** A third party payment processing company (the "**Payment Processor**") collects payment from the Carriers, including the Membership Fee, and makes payment of the Fees. The Payment Processor charges us a fee for the services it provides. We use the Payment Processor to link credit card accounts to the Routeworthy Platform. In connection with your use of the Routeworthy Platform, the processing of payments or credits, as applicable, will be subject to the terms, conditions and privacy policies of the Payment Processor and your credit card issuer in addition to this Agreement. Routeworthy is not responsible for any errors by the Payment Processor.

**Terms of Buying:** When you agree to acquire or render Services made available via the Routeworthy Platform you acknowledge and agree that you cannot cancel a completed purchase of Services and cannot dispute the amount of Fees associated therewith, as mentioned above in the description of the Payment Process System.

**Routeworthy Promises:** We promise that the Routeworthy Platform will be suitable for the purposes described on the Site and the Application, and that we will provide our platform services with reasonable skill and care. We otherwise do not make any express or implied representations about the Routeworthy Platform (or any Services available on the Routeworthy Platform).

**Representations Pilot Cars make:** The Pilot Car promises that:

- the Pilot Car will honor any written understanding given to a Carrier that is contained in these terms;
- the Pilot Car has the ability, equipment and experience necessary to render the Services specific to the Load;
- the manner in which the Pilot Car is presented on its Profile is not false, materially inaccurate or misleading or fraudulent; and
- the Services offered do not violate any applicable law or regulation.

## 11. Refunds

A refund or credit on a purchase is not granted unless a refund is required under our refund policy or Québec consumer law.

We will assess refund requests on their merits. There is generally no obligation to provide a refund in situations like the following:

- a Member disagrees with the amount of the Fees following the completion of the payment process;
- you have changed your mind about acquiring Services; or
- you agreed to acquire Services by mistake.

## 12. Intellectual Property

**Routeworthy Content and Feedback:** Routeworthy alone (and its licensors, where applicable) shall own all right, title and interest, including all related intellectual property rights, in and to the Routeworthy Platform, Routeworthy Content and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Routeworthy Platform (collectively “**Feedback**”). You are not required to provide any Feedback to us. To the extent you do provide any Feedback to us, you agree to assign and hereby do assign to us all right, title and interest in and to such Feedback, and you do hereby waive and renounce any moral rights you may have in the Feedback in favour of us, and agree that Routeworthy may freely utilize such Feedback without compensation to you. This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Routeworthy Platform, or any intellectual property rights owned by Routeworthy. The Routeworthy name and logo are trademarks of Routeworthy or third parties, as the case may be, and no right or license is granted to you to use them.

**Third Party Content:** In addition to Routeworthy Content, the Routeworthy Platform may contain Third Party Content. Third Party Content is the copyrighted work of its owner, who expressly retains all right title and interest in and to the Third Party Content, including, without limitation, all intellectual property rights therein and thereto. In addition to being subject to this Agreement, Third Party Content may also be subject to different and/or additional terms of use and/or privacy policies of such third parties. Please contact the appropriate third party for further information regarding any such different and/or additional terms of use applicable to Third Party Content.

**Member Content:** We do not provide the Services offered on the Routeworthy Platform; the Pilot Cars do. Accordingly, we cannot take responsibility for the quality, safety or legality of the Services. We do not guarantee the accuracy of any Member Content available on or via the Routeworthy Platform.

**Limited Routeworthy Content License:** We grant you the limited, revocable, non-transferable, non-exclusive right to use the Routeworthy Content by displaying the Routeworthy Platform on your electronic devices, and accessing and downloading pages from the Routeworthy Platform containing Routeworthy Content, under the condition that (i) such activity is solely for your personal, educational or other non-commercial use, (ii) you do not modify or prepare derivative works from the Routeworthy Content, (iii) you do not obscure, alter or remove any notice of copyright set forth on any pages on the Routeworthy Platform or Routeworthy Content, (iv) you do not otherwise reproduce, re-distribute or publicly display any of the Routeworthy Content and (v) you do not copy any Routeworthy Content to any other media or other storage format.

**Trademarks:** All trademarks, service marks and logos included on the Routeworthy Platform (“Marks”) are the property of Routeworthy or third parties, and you may not use such Marks without the express, prior written consent of Routeworthy or the applicable third party.

**External Links:** The Routeworthy Platform may contain links to other websites that are not owned or operated by Routeworthy, and you agree that Routeworthy provides links to such websites solely as a convenience and has no responsibility for the content or availability of such websites, and that Routeworthy does not endorse such websites or any products or services associated therewith. Your use of such websites will be subject to the terms of use applicable to each such website.

### 13. **Confidential Information**

We value your information and take reasonable precautions to protect it. While we take reasonable steps to preserve the security of your information, please be aware that we cannot promise that your use of the Routeworthy Platform will be confidential, and we cannot promise that any information you provide to us is perfectly secure. While using the Routeworthy Platform, you may also become aware of confidential information about us or another Member. You promise to not disclose any confidential information made available to you through the Routeworthy Platform to any other person.

### 14. **Enforcement of Agreement and Policies and Termination**

Routeworthy has the right, but not the obligation, to suspend or cancel your access to the Routeworthy Platform if it believes that you have violated or acted inconsistently with the

letter or spirit of this Agreement or violated our rights or those of another party. Without limiting Routeworthy's other remedies, we may suspend or terminate your account, use self-help in connection with our rights to reclaim any available funds, and refuse to provide any further access to the Routeworthy Platform to you if: (i) you breach any terms and conditions of this Agreement or other written policies and procedures posted on the Routeworthy Platform; (ii) we are unable to verify or authenticate any information you provide to us; or (iii) we believe that your actions may cause legal liability for you, our Members or for Routeworthy. Once suspended or terminated, you MAY NOT continue to use the Routeworthy Platform under a different account or reregister under a new account. If you attempt to use the Routeworthy Platform under a different account, we reserve the right to reclaim available funds in that account and/or use any available payment methods to pay for any amounts outstanding. In addition, violations of this Agreement may be prosecuted to the fullest extent of the law and may result in additional penalties and sanctions. When your Member account is cancelled, you may no longer have access to any parts of the Routeworthy Platform, including data, messages, files and other material you keep in connection with Routeworthy.

Routeworthy may also, in its sole discretion and at any time, discontinue providing access to the Routeworthy Platform, or any part thereof, with or without notice. You agree that any termination of your access to the Routeworthy Platform or any account you may have or portion thereof may be effected without prior notice, and you agree that Routeworthy shall not be liable to you, with the exception that any prepaid Membership Fees will be reimbursed under such circumstances on a *pro rata* basis.

These remedies are in addition to any other remedies Routeworthy may have at law or in equity.

You may terminate this Agreement at any time by ceasing all use of the Routeworthy Platform and requesting Routeworthy to cancel your account (if any) via email sent to [•].

## 15. Indemnity

By entering into this Agreement and using the Routeworthy Platform, you agree that you shall defend, indemnify and hold Routeworthy, its shareholders, subsidiaries, affiliates, officers, directors, employees, attorneys and agents (collectively the "**Routeworthy Group**") harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (a) your violation or breach of any term of this Agreement or any applicable law or regulation, whether or not referenced herein; (b) any content you post on, or any Services provided or acquired via, the Routeworthy Platform; (c) your violation of any rights of any third party, or (d) your use or misuse of the Routeworthy Platform, except in each case solely to the extent any of the foregoing arises directly from the gross negligence or willful misconduct of Routeworthy.

For greater certainty, as the Routeworthy Platform is intended to facilitate the interaction and billings between Carriers and Pilot Cars, and that the Carriers and Pilot Cars represent that they are experts in their respective fields, such parties agree to defend, indemnify and hold the Routeworthy Group harmless against all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with (a) transactions and interactions between Carriers and Pilot Cars; and (b) by third parties.

You agree that the Routeworthy Group is not responsible for, and you release the Routeworthy Group from liability arising out of or in connection with (a) the Services you acquired or provided via the Routeworthy Platform and (b) information provided by Members about their Services (including information provided on any Profile).

**16. Limitation of Liability**

IN NO EVENT SHALL THE ROUTEWORTHY GROUP'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR YOUR USE OF (OR INABILITY TO USE) THE ROUTEWORTHY PLATFORM OR WITH RESPECT TO THE SERVICES EXCEED THE MEMBERSHIP FEES ACTUALLY PAID BY YOU TO ROUTEWORTHY IN THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM OR THE AMOUNT OF FIFTY DOLLARS (\$50), WHICHEVER IS GREATER. IN NO EVENT SHALL THE ROUTEWORTHY GROUP BE LIABLE TO YOU FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING PERSONAL INJURY, LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE). THE ROUTEWORTHY GROUP SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR INJURY WHICH MAY BE INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS, DAMAGE OR INJURY ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE ROUTEWORTHY PLATFORM, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE ROUTEWORTHY PLATFORM, ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY THIRD PARTY SERVICE PROVIDER, ADVERTISER OR SPONSOR WHOSE ADVERTISING APPEARS ON OR WITHIN THE ROUTEWORTHY PLATFORM. THE FOREGOING EXCLUSIONS SHALL APPLY EVEN IF THE ROUTEWORTHY GROUP HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

RESPONSIBILITY FOR THE DECISIONS YOU MAKE REGARDING THE ROUTEWORTHY PLATFORM (WITH ALL ITS IMPLICATIONS) RESTS SOLELY WITH YOU. WE WILL NOT ASSESS THE SUITABILITY, LEGALITY OR ABILITY OF ANY MEMBERS OR SERVICES AND YOU EXPRESSLY WAIVE AND RELEASE THE ROUTEWORTHY GROUP, TO THE MAXIMUM EXTENT ALLOWABLE UNDER APPLICABLE LAW, FROM ANY AND ALL LIABILITY, CLAIMS, CAUSES OF ACTION, OR DAMAGES ARISING FROM YOUR USE OF THE ROUTEWORTHY PLATFORM, OR IN ANY WAY RELATED TO THE THIRD PARTIES AND TO THE SERVICES. YOU EXPRESSLY WAIVE AND RELEASE ANY AND ALL RIGHTS AND BENEFITS UNDER SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA (OR ANY ANALOGOUS LAW OF ANY OTHER STATE OR PROVINCE, WHICH READS AS FOLLOWS: **"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM, MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR"**).

YOU UNDERSTAND THAT BY USING THE ROUTEWORTHY PLATFORM, YOU MAY BE EXPOSED TO CONTENT THAT IS POTENTIALLY OFFENSIVE OR OTHERWISE OBJECTIONABLE, AND THAT YOU USE THE ROUTEWORTHY PLATFORM AT YOUR OWN RISK.

APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, ROUTEWORTHY'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

**17. Warranty**

ROUTEWORTHY MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, SAFETY, ACCURACY OR COMPLETENESS OF THE ROUTEWORTHY PLATFORM. ROUTEWORTHY DOES NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE ROUTEWORTHY PLATFORM WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, APPLICATION, SYSTEM OR DATA, (B) THE ROUTEWORTHY PLATFORM WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF THE ROUTEWORTHY PLATFORM, AS WELL AS THE SERVICES OR ANY PRODUCTS, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE ROUTEWORTHY PLATFORM WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS IN THE ROUTEWORTHY PLATFORM WILL BE CORRECTED, OR (F) THE ROUTEWORTHY PLATFORM OR THE SERVER(S) THAT MAKE IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE ROUTEWORTHY PLATFORM IS PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY ROUTEWORTHY. ROUTEWORTHY MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, SAFETY, TIMELINESS, QUALITY, SUITABILITY OR AVAILABILITY OF THE ROUTEWORTHY PLATFORM, AS WELL AS ANY CREATIONS OBTAINED BY THIRD PARTIES THROUGH THE USE OF THE ROUTEWORTHY PLATFORM. YOU ACKNOWLEDGE AND AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE ROUTEWORTHY PLATFORM, THE CONTENT AND THE SERVICES REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED BY LAW.

CERTAIN LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

**18. Internet Delays**

THE ROUTEWORTHY PLATFORM MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. ROUTEWORTHY IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGES OF WHATSOEVER NATURE RESULTING FROM SUCH PROBLEMS.

**19. Notice**

Routeworthy may give notice by means of email to your email address on record in your Member account information, or by written communication sent by first class mail or pre-paid post to your address on record. Such notice shall be deemed to have been given upon the expiration of forty-eight (48) hours after mailing (if sent by first class mail or pre-paid post) or twelve (12) hours after sending (if sent by email). You may give notice, and address any complaint or claim to Routeworthy (such notice, complaint or claim shall be deemed given when received by Routeworthy) at any time by means of email to [info@routeworthy.com](mailto:info@routeworthy.com).

## 20. **Communication Preferences**

By using the Routeworthy Platform, Carriers and Pilot Cars expressly and specifically consent to receiving electronic communications from us relating to their Member account and Profile. These communications may involve sending emails to your email address provided during registration, or posting communications on the Routeworthy Platform and may include notices about your Member account (such as a change in password method, confirmation e-mails and other information) and are part of your relationship with us. You also expressly and specifically consent to receiving certain other communications from us, such as newsletters about new Routeworthy Platform features and content, special offers, promotional announcements and customer surveys via email. If you no longer want to receive certain communications, you will need to avail yourself of the unsubscribe mechanism set out in the applicable communication.

## 21. **Assignment**

This Agreement may not be assigned by you (whether in whole or in part) without the prior written approval of Routeworthy. This Agreement may be assigned without your consent (in whole or in part) by Routeworthy, including, without limiting the foregoing, to (i) a parent or subsidiary, (ii) an acquirer of assets or shares, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

## 22. **Controlling Law and Jurisdiction**

a. *General:* The parties hereto agree that this Agreement shall be construed as to both validity and performance and shall be enforced in accordance with and governed by the laws of the Province of Québec and the laws of Canada applicable therein.

b. *Dispute Resolution:*

**Arbitration:** You and Routeworthy agree that any dispute, claim or controversy arising directly or indirectly out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof or the use of the Routeworthy Platform (collectively, "**Disputes**") will be settled exclusively by binding arbitration, except that Routeworthy retains the right to bring an individual action in small claims court and the right to seek damages, injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of its copyrights, trademarks, trade secrets, patents or other intellectual property rights. You acknowledge and agree that you are waiving the right to participate as a plaintiff in any purported class action or representative proceeding. Further, unless both you and Routeworthy otherwise agree in writing, the arbitrators may not consolidate more than one person's claims, and may not otherwise preside

over any form of any class or representative proceeding. If this specific paragraph is held unenforceable, then the entirety of this “Dispute Resolution” section will be deemed void. Except as provided in the preceding sentence, this “Dispute Resolution” section will survive any termination of this Agreement.

**Arbitration Rules:** The arbitration will be subject to article 620 and following of the Code of Civil Procedure (Québec).

**Arbitration Location:** Unless you and Routeworthy otherwise agree, the arbitration will be conducted in the Province of Québec, City of Montréal.

**Decision:** The arbitrators will render an award within the time frame specified in the Code of Civil Procedure (Québec). Such decision will include the essential findings and conclusions upon which the arbitrators based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. Any damages granted by the arbitrators must be consistent with the terms of the “Limitation of Liability” section above as to the types and the amounts of damages for which a party may be held liable.

**Fees:** The arbitrators shall determine who is responsible to pay the fees associated with the arbitration.

### 23. **General**

No joint venture, partnership, employment, or agency relationship exists between you, Routeworthy or any third party provider as a result of this Agreement or use of the Routeworthy Platform. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law. The failure of Routeworthy to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Routeworthy in writing. This Agreement comprises the entire agreement between you and Routeworthy and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

You have requested and agreed that this Agreement be drafted in English. *Vous avez demandé et accepté que cette convention soit rédigée en anglais.*

Should you have any questions or comments concerning these Terms and Conditions of Use, please do not hesitate to contact us at [info@routeworthy.com](mailto:info@routeworthy.com) .