

Newtrul, Inc.

Terms of Use

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS WEBSITE

These Terms may have been amended since the last time you used the Services.

Effective: November 11, 2019

1. Contractual Relationship

These Terms of Use as revised from time to time ("Terms") govern your access or use of the websites, mobile applications, content, platforms, products, and/or services provided by Newtrul, Inc., a Delaware corporation, or any parent, subsidiary, or affiliate thereof (collectively, "Newtrul"). PLEASE READ THESE TERMS CAREFULLY, AS THEY CONSTITUTE A LEGAL AGREEMENT BETWEEN YOU AND NEWTRUL.

Newtrul owns and operates the newtrul.com website, and related websites (including booking.newtrul.com), mobile sites, applications, platforms, APIs, integration services, and associated content, products and services including, but not limited to, offerings provided by Newtrul pursuant to applicable Account Agreements (defined below) (collectively, the "Services"). By accessing or using the Services (whether or not you create an account), you confirm your agreement to be bound by these Terms. If you do not agree to these Terms, you may not access or use the Services. These Terms expressly supersede prior agreements or arrangements with you related to the subject matter hereof (provided that any agreement or contract pertaining to a specific Newtrul product or service, such as an Account Agreement (defined below), may be in effect in parallel with these Terms). Access to the Services is limited to persons located in the United States and its territories and possessions. Terms defined in any Account Agreement will be given the same meaning when used in these Terms.

Newtrul may immediately terminate these Terms with you (and terminate your Account if you create one), or terminate your access to the Services, or may generally cease offering or deny access to the Services or any portion thereof, at any time for any reason (provided that if stated in the terms related to the applicable Services, or otherwise determined appropriate by Newtrul, you may be due a partial refund for any unused subscription period or similar prepayment). Newtrul may amend the Terms from time to time, effective upon Newtrul's posting of such updated Terms at this location. Your continued access or use of the Services after such posting confirms your consent to be bound by the Terms, as amended.

Newtrul's collection and use of personal information in connection with the Services is described in (a) certain Account Agreements that are applicable to specific Services which you may subscribe to by creating an Account for such Services, and (b) Newtrul's privacy policy ("Privacy Policy") located at newtrul.com/privacy.

2. The Services

Newtrul provides transportation and logistics software for use by (a) shippers and freight brokers (each a "Shipper") who seek to book loads with motor carriers (each, a "Carrier"), and (b) Carriers who seek to source shipments from Shippers. Without limitation, Newtrul provides Services involving the collection, use, and sharing of information and data to facilitate transactions between Shippers and Carriers. However, any such transaction which results from using the Services shall be governed by a separate agreement between the Shipper and Carrier (each a "Shipper-Carrier Agreement") with terms determined by the Shipper and Carrier. You agree that Newtrul is not a party to any

Shipper-Carrier Agreement and has no obligations thereunder, and Newtrul is not a shipper, freight broker or a carrier, or otherwise a principal in any transaction between Shippers or Carriers (or between either Shippers or Carriers and any source of transportation receivables financing).

Newtrul reserves the right, in its sole and absolute discretion, to modify, suspend, or discontinue at any time, with or without notice, all or any portion of the Services or anything offered on or through the Services, including but not limited to the features, look and feel, functional elements and related items. You agree that Newtrul will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Services or any part thereof.

You may access portions of the Services without registering an Account. However, in order to access features and information available only to Account holders, you must register an Account as described in Section 3, and sign into the Services.

Ownership and License to You

With the exception of User Content (defined below), and except as expressly provided in an Account Agreement, you acknowledge and agree that all the intellectual property rights, including copyrights, patents, trademarks, and trade secrets, in the Services and all material on or available from the Services, including but not limited to data, text, photos, videos, graphics, and software (collectively, "Materials") are and shall remain Newtrul's property or the property of Newtrul's licensors.

Neither these Terms, Newtrul's provision of the Services, nor your use of the Services convey or grant to you or any third party any rights: (a) in or to the Services or Materials, except for the express limited license granted to you in these Terms or an Account Agreement; or (b) to use or reference in any manner Newtrul's company name, brands, logos, product and service names, trademarks, or services marks, or those of Newtrul's licensors.

Subject to your compliance with these Terms, until termination of these Terms with you, or of your Account, Newtrul grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to access and use the Services (subject to any applicable Account Agreement and product/service terms applicable to such Service) and Materials made available by Newtrul for use in your business, solely as expressly permitted by these Terms, and subject to all the terms and conditions of these Terms, and all applicable intellectual property laws. Any rights not expressly granted herein are reserved by Newtrul and Newtrul's licensors, and any other use of the Services and Materials is strictly prohibited.

No Materials may be copied, republished, uploaded, posted, transmitted, distributed in any way, or modified except as provided in an Account Agreement. Nothing contained on the Services should be interpreted as granting to you any license or right to use any of the Materials or third-party proprietary content on the Services without the express written permission of Newtrul or the appropriate third-party owner, as applicable.

The Services and Materials are protected by copyright, trademark, trade dress, patent, trade secret, international treaties, or other proprietary rights and laws of the United States and other countries. Except as otherwise indicated on the Services and except for the trademarks, service marks, logos and trade names of other companies that are displayed on the Services, all trademarks, service marks, logos, trade dress and trade names are proprietary to Newtrul, including without limitation Newtrul and the newtrul.com trade dress. Please be advised that Newtrul enforces its intellectual property rights to the fullest extent of the law.

You may not: (a) remove any copyright, trademark or other proprietary notices from any portion of the Services or Materials; (b) except as expressly permitted under an Account Agreement, reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services or Materials; (c) decompile, reverse engineer, or disassemble the Services or Materials or otherwise reduce the software or Materials to a human-perceivable form for any purpose, including without limitation to build a product or service competitive with the Services or Materials and related services except as may be permitted by applicable law; (d) except as expressly permitted under an Account Agreement,

link to, mirror, or frame any portion of the Services or Materials; (e) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of

the Services or Materials or unduly burdening or hindering the operation or functionality of any aspect of the Services or Materials, or performing any of the same manually; (f) attempt to gain unauthorized access to or impair any aspect of the Services or Materials or related systems or networks; (g) combine the Services or any Materials with any other data or information for the purpose, or with the result, of (i) determining the identity or other personal information of any person who provided information or data which was then anonymized, or (ii) otherwise violating the letter or spirit of these Terms or the Account Agreement under which such information was provided and the protection thereto reasonably anticipated by such persons. Any future release, update, or other addition to functionality of the Services shall be subject to the terms of this Agreement. All copyright and other proprietary notices on any Services content must be retained on all copies thereof.

User Provided Content

Newtrul may, in Newtrul's sole discretion, permit you from time to time to submit, upload, publish, or otherwise make available to Newtrul through the Services data or textual, audio, or visual content and information. "User Content" means any and all such information, data, and other content that is submitted to the Service, or to which Newtrul is otherwise provided access as part of its provision of the Service, including but not limited to any (a) shipment or transportation data or information, including, but not limited to, Carrier pricing information (regardless of whether such pricing relates to shipments transacted with Carriers via the Service) (b) commentary or feedback you provide, (c) support requests you initiate, or (d) entries you submit for competitions and promotions through the Services. By providing User Content to Newtrul (through the Services, or through other communications with Newtrul, including without limitation, through SMS or MMS text/multimedia messages), you grant Newtrul a worldwide, perpetual, irrevocable, transferable, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner such User Content in all formats and distribution channels now known or hereafter devised (including in connection with the Services and Newtrul's business, and on third-party sites and services), without further notice to or consent from you, and without the requirement of payment to you or any other person or entity. Additionally, you agree that Newtrul shall be the owner of its compilation of User Content. All rights in and to the User Content not expressly granted to Newtrul in these Terms of Use are reserved by you.

You represent and warrant that: (a) you either are the sole and exclusive owner of all User Content or you have all rights, licenses, consents and releases necessary to convey or otherwise make available the User Content to Newtrul and to grant Newtrul the license to the User Content as set forth above; and (b) neither the User Content, nor your submission, uploading, publishing or otherwise making available of such User Content, nor Newtrul's use of the User Content as permitted herein will infringe, misappropriate, or violate a third party's intellectual property or proprietary rights, or rights of personality, publicity or privacy, or any moral rights, or result in the violation of any applicable law or regulation.

You agree not to provide User Content that (a) is defamatory, libelous, hateful, violent, obscene, pornographic, unlawful, deceptive, or otherwise offensive, as determined by Newtrul in its sole discretion, whether or not such material may be protected by law, or (b) infringes any patent, trademark, trade secret, copyright, right of privacy or publicity, or other proprietary rights of any person or entity. Newtrul may, but shall not be obligated to, review, monitor, or remove User Content, at Newtrul's sole discretion and at any time and for any reason, without notice to you. You alone are responsible for any liability resulting from your User Content, including, but not limited to, liability resulting from any of your User Content that violates these Terms of Use.

Newtrul may create anonymous data records ("Anonymous Data") from your User Content by using commercially reasonable efforts to exclude any and all information (such as company name) that would identify you. Newtrul may use and disclose Anonymous Data for any purpose, including to improve the Services.

Newtrul may share your User Content (a) with Newtrul's third-party service providers; (b) if another

company acquires Newtrul's company, business, or Newtrul's assets, including through bankruptcy, with such acquiring company; and (c) to comply with relevant laws, to respond to subpoenas or warrants served on Newtrul, to protect or defend Newtrul's or Newtrul's users' rights or property, or to investigate or assist in preventing any violation or potential violation of the law or these Terms.

Your Conduct

By accessing the Services, you agree, except as expressly permitted in an Account Agreement:

- to comply with all applicable laws regarding online conduct and submission of acceptable User Content, including any of the foregoing that specifically relate to minors;
- not to access or use the Services, or submit content to the Services, if you are under the age of 18;
- not to access the Services using a third-party's account/registration without the express consent of the Account holder and solely as permitted under the applicable Account Agreement;

- not to attempt, through any means, to gain unauthorized access to any part of the Services or any service, other account, computer system or network connected to any Newtrul server;
- not to attempt to impersonate another user or person;
- not to advertise, or solicit, any user to buy or sell any products or services, unless authorized by Newtrul;
- not to deep-link to the Services, or access the Services manually, or with any robot, spider, web crawler, extraction software, automated process, or device to scrape, copy, or monitor any portion of the Services, or any Materials, or other content on the Services;
- not to conduct any kind of systematic retrieval of data or other content from the Services;
- not to create or compile, directly or indirectly, any collection, compilation, database, or directory from the Services content;
- not to use the Services in any manner that could damage, disable, overburden, or impair any Newtrul (or its vendors') server, or the network(s) connected to any Newtrul (or its vendors') server, or interfere with any other party's use and enjoyment of the Services;
- not to transmit any chain letters or junk email;
- not to sell or transfer your profile;
- not to use the Services to engage in commercial activities apart from expressly sanctioned use of Newtrul services;
- not to use the Services as part of an effort to compete with Newtrul or the Services;
- not to copy any Materials for republication in any format or media, except as expressly permitted under an Account Agreement or License Agreement;
- not to license, sell, or otherwise provide access to or use of the Services to any third party;
- not to copy, publish, or redistribute any rebate or discount code or act in bad faith in an attempt to manipulate or gain an unintended commercial benefit from incentive offers;
- not to harass, annoy, intimidate, or threaten any Newtrul employees or agents engaged in providing any portion of the Services;
- not to display an advertisement, or accept payment or anything of value from a third person in exchange for your any commercial or promotional content on or through the Services on behalf of that person, such as posting blogs or bulletins with a commercial purpose;
- not to upload or transmit viruses or other harmful, disruptive or destructive files;
- not to disrupt, interfere with, or otherwise harm or violate the security of the Services, or any services, system resources, accounts, passwords, servers or networks connected to or accessible through the Services or affiliated or linked sites; and
- not to use the Services for any illegal purposes.

You agree that you will comply with all applicable laws and regulations with respect to the Services and Materials, including without limitation all export and re-export control laws and regulations, and you hereby indemnify and hold us harmless from and against any damages, loss, costs or expenses (including reasonable attorney's fees and expenses) arising out of your violation of any such laws or regulations.

You agree that the consequences of re-publication or commercial use of User Content or Materials from the Services, or other violations of the foregoing proscriptions, may be so serious and incalculable that monetary compensation may not be a sufficient or appropriate remedy and that Newtrul will be entitled to temporary and permanent injunctive relief to prohibit such use or activity, without the need to prove damages or to post bond.

Third Party Services and Content

The Services may be made available to you, or accessed by you, using third party devices, such as web browsers, mobile devices, and other applications, and other third-party services and content (including advertising) that Newtrul does not control. The Services may also include advertisements or otherwise link to third-party websites or other content. You acknowledge that such third-party services and content are not under Newtrul's control and Newtrul is not responsible for such services and content. Newtrul

does not endorse such third-party services and content and in no event shall Newtrul be responsible or liable for any products or services of such third-party providers. You use all third-party service and content at your own risk. When you link to a third-party service or content, the applicable third party's terms and policies apply, including the third party's privacy and data gathering practices. You should make whatever investigation you feel is necessary or appropriate before proceeding with any transaction in connection with such third-party services or content.

Network Access and Devices

You are responsible for obtaining the data network access necessary to use the Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Services from your device or if you sign up to receive messages or reminders via mobile messaging services. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and any updates thereto. Newtrul does not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

3. Access and Use of the Services

User Accounts

In order to access certain features and information on the Service, you may be required to register a user account or may otherwise be assigned an account allowing access to the Services by Newtrul (in either event, an "Account"), and must enter into an account agreement ("Account Agreement") with Newtrul. As used herein, Account Agreement means the agreement applicable to the type of Account created by or for you (for example, different Account types may apply to different roles, such as a Carrier versus a Shipper, or to different levels of service). The terms and conditions set forth in any Account Agreement between you and Newtrul are in addition to the terms and conditions set forth in these Terms. The terms of an Account Agreement are not a part of, do not modify, and are not modified by, any Shipper-Carrier Agreement.

Account registration requires you to submit to Newtrul certain information specific to your Account, such as (if applicable to your type of account): your name, address, valid payment information, and other information depending on the type of Account (as further outlined in the Privacy Policy). You agree to maintain accurate, complete, and up-to-date information in your Account. Unless otherwise permitted by Newtrul in writing, you may only possess one Account.

Termination of Account

Newtrul has the right to block your current or future use of the Services, or terminate these Terms and your Account, if you violate or fail to comply with any of your obligations or requirements under these Terms, or under any other agreement with Newtrul, including any Account Agreement, or pursuant to any Newtrul policy, including the Privacy Policy.

In addition, an Account Agreement may provide that any termination of these Terms with you, or of your Account, shall result in a termination of the Account Agreement and your right to access the applicable Services governed thereby.

Account Requirements and Conduct

You must be at least 18 years of age to obtain an Account and use the Services, unless a specific Service permits or requires otherwise. You may not create an Account for someone under 18 years of age. If you are under 18, you may not have someone over such age assist you in obtaining an Account.

Except as permitted by an Account Agreement, you may not authorize third parties to use your Account. You may not assign or otherwise transfer your Account to any other person or entity. You

agree to comply with all applicable laws when accessing or using the Services. You may not in your access or use of the Services through an Account cause nuisance, annoyance, inconvenience, or property damage to any other party.

In certain instances you may be asked to provide proof of identity or other method of identity verification to access or use the Services, and you agree that you may be denied access to or use of the Services if you refuse to provide proof of identity or other method of identity verification. You consent to Newtrul's use of third-party services and information (such as, without limitation, Transportation Data Source) to verify your identity and capacity to participate in use of the Services.

You are responsible for maintaining the confidentiality and security of your Account and password and for all activities or any other actions that occur under or are taken in connection with your password or Account. You agree to (a) immediately notify Newtrul of any known or suspected unauthorized use of your password or Account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your password or credit card information; and (b) ensure that you exit from your Account at the end of each session. Newtrul will not be liable for any injury, loss or damage of any kind arising from or relating to your failure to comply with the preceding requirements or for any acts or omissions by you or someone else using your Account or password.

Text Messaging and Telephone Calls

You agree that Newtrul may contact you by telephone, text (SMS), or multimedia (MMS) messages (including by an automatic telephone dialing system) at any of the phone numbers provided by you or on your behalf in connection with your Account, and you hereby consent to receiving such recurring communications for transactional, operational, or informational purposes. If you have granted, or in the future grant, consent to receive marketing or promotional content via text/SMS, you are not required to provide this consent as a condition of purchasing any property, goods, or services, and you may opt out of receiving SMS or MMS marketing messages from Newtrul at any time, either by replying to a text message sent by Newtrul with the word "STOP" using the mobile device that is receiving the messages, or by contacting support@newtrul.com. If you do not choose to opt out, Newtrul may contact you in accordance with the Privacy Policy. For all Text/SMS messages and telephone calls, data and calling rates apply.

4. Payment

If you use Services which require payment by you, Newtrul may process any payments made by you by payment card or by ACH, using payment information provided by you, in connection with your use of the Service. You hereby authorize Newtrul to process, from time to time, all amounts due to Newtrul for any or all services or goods obtained through the use of the Services which by their express terms require payment. You agree that all amounts processed are non-refundable (except as may be expressly provided by Newtrul with respect to the unused portion of any prepaid subscription periods where Newtrul discontinues the applicable Service) and that Newtrul has no obligation or liability (except in the foregoing case) to refund or return any amounts. You agree to keep all payment card or other payment information current and up to date until all amounts due and owing have been paid.

5. Disclaimers; Limitation of Liability; Indemnity

DISCLAIMER

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEWTRUL AND ITS SUPPLIERS DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE TERMS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR

PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR AND NON-INFRINGEMENT. IN ADDITION, NEWTRUL MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, OR AVAILABILITY OF THE SERVICES, OR ANY SERVICES OR GOODS REQUESTED THROUGH THE USE OF THE SERVICES, OR THAT THE SERVICES WILL BE ACCURATE, UNINTERRUPTED, OR ERROR-FREE. THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. NEWTRUL IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES OR OTHER DAMAGES RESULTING FROM SUCH PROBLEMS. NEWTRUL DOES NOT GUARANTEE THE QUALITY, SUITABILITY, SAFETY, OR ABILITY OF THIRD- PARTY PROVIDERS. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES, AND ANY SERVICE OR GOOD REQUESTED IN CONNECTION THEREWITH, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW. YOU AGREE THAT NEWTRUL IS NOT A PARTY TO ANY SHIPPER-CARRIER AGREEMENTS, AND HAS NO OBLIGATIONS THEREUNDER OR WITH RESPECT THERETO.

LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL NEWTRUL OR ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION DIRECT, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY ADVANTAGE) ARISING OUT OF THE SERVICE, THIS AGREEMENT, AN ACCOUNT AGREEMENT, OR THE USE OF OR INABILITY TO USE THE SERVICE, EVEN IF NEWTRUL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF THE THEORY OF RECOVERY. YOU ARE SOLELY RESPONSIBLE FOR THE BACKUP OF YOUR DATA.

WITHOUT LIMITATION TO THE FOREGOING, NEWTRUL SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY, OR LOSSES ARISING OUT OF: (A) YOUR USE OF OR RELIANCE ON THE SERVICES OR YOUR INABILITY TO ACCESS OR USE THE SERVICES; (B) ANY INACCURACY IN ANY DATA OR INFORMATION AVAILABLE THROUGH THE SERVICE; (C) ANY SHIPPER-CARRIER AGREEMENT OR TRANSACTION THEREUNDER; OR (D) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY THIRD-PARTY PROVIDER, OR BETWEEN YOU AND ANY THIRD PARTY YOU CONTACT AS A RESULT OF YOUR USE OF THE SERVICES, EVEN IF NEWTRUL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEWTRUL SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND NEWTRUL'S REASONABLE CONTROL.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, YOUR SOLE REMEDY IN RESPECT OF THE SERVICES, ANY SOFTWARE, OR APPLICATION PROVIDED BY NEWTRUL, ANY MATERIALS, THESE TERMS, THE PRIVACY POLICY, OR ANY ACCOUNT AGREEMENT, REGARDLESS OF ANY THEORY OF RECOVERY, SHALL BE TO CEASE TO USE THE SAME. THIS LIMITATION SHALL NOT APPLY TO BODILY INJURY OR DEATH AND SHALL BE SUBJECT TO ANY REFUND RIGHTS EXPRESSLY PROVIDED BY NEWTRUL.

IF ANY PART OF THIS LIMITATION ON LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN THE AGGREGATE LIABILITY OF NEWTRUL UNDER SUCH CIRCUMSTANCES FOR LIABILITIES THAT OTHERWISE WOULD HAVE BEEN LIMITED SHALL NOT EXCEED THE LOWEST LIMITATION OF LIABILITY ALLOWED BY LAW, OR, IN THE EVENT SUCH AMOUNT IS NOT PRESCRIBED BY LAW, ONE HUNDRED DOLLARS (\$100). THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT.

Indemnity

You agree to indemnify and hold harmless Newtrul and its affiliates and their officers, directors, employees, and agents from any and all claims, demands, losses, liabilities, and expenses (including

attorneys' fees), arising out of or in connection with: (a) your use of the Services or services or goods obtained through your use of the Services; (b) your breach or violation of any of these Terms or an Account Agreement; (c) Newtrul's use of your User Content; (d) your violation of the rights of any

third party; (e) any transaction or relationship between you and any third party you contact as a result of your use of the Service; or (f) any Shipper-Carrier Agreement.

6. Other Provisions

Choice of Law

These Terms are governed by the laws in force in the State of Illinois, and shall be interpreted according to the internal laws of such State, without reference to its conflicts of laws or choice of law principles. Any legal suit, action or proceeding arising out of or related to these Terms shall be instituted exclusively in the federal courts of the United States or the courts of the State of Illinois, in each case located in the City of Chicago, and each party irrevocably submits to the consent to the exclusive jurisdiction of such courts, agrees to accept service of process by mail, and waives any jurisdictional or venue defenses otherwise available; provided that actions for equitable relief, specific performance, or the like may be brought where necessary for enforcement. If any action at law or in equity is necessary to enforce or interpret the rights arising out of or relating to these Terms, the prevailing party shall be entitled to recover reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which it may be entitled.

In the case of any direct conflict between these Terms and any Account Agreement with respect to the choice of law and forum selection provisions set forth in each, each agreement shall be governed by the terms thereof.

Evidence of Contract

A printed version of these Terms, and of any notice given in electronic form, shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Claims of Copyright Infringement

Claims of copyright infringement should be sent to Newtrul, Inc., 500 W Madison St Ste 1000, Chicago, IL 60661.

Notice, Consent to Electronic Notice, Records and Disclosures

Newtrul may give notice by means of a general notice on the Services, electronic mail to your email address in your Account, telephone or text message to any phone number provided in connection with your account, or by written communication sent by first class mail or pre-paid post to any address connected with your Account. Such notice shall be deemed to have been given 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 or telephone). You may give notice to Newtrul only by first class mail or pre-paid post to Newtrul, Inc., 500 W Madison St Ste 1000, Chicago, IL 60661, with such notice deemed given when received by Newtrul.

Without limitation to the foregoing, certain laws require that information, such as legal notices or disclosures, relating to you be provided or made available in writing ("Records"). Your privilege of using the Service and holding an Account is conditioned upon your consent to Newtrul's policy of providing only electronic Records, when required by applicable law, to the email address you provide. You further agree that if such electronic notice or other Records are sent by Newtrul to the email address or SMS/text number you provide, you are deemed to have received such notice in a legally effective manner. While generally you do have the right to have Records provided or made available on paper or in non-electronic form, and the right to withdraw your consent to have the Records

provided or made available in electronic form, your sole method of withdrawing such consent is to terminate your Account and to cease to use the Service.

General

You may not assign these Terms or an Account Agreement without Newtrul's prior written approval. Newtrul may assign these Terms or an Account Agreement, including any portion of or all of the rights set forth herein, without your consent to: (a) a subsidiary or affiliate of Newtrul; (b) an acquirer of Newtrul's equity, business or assets; or (c) a successor of Newtrul by merger. Any purported assignment in violation of this section shall be void. No joint venture, partnership, employment, or agency relationship exists between you, Newtrul or any third-party as a result of these Terms, any Account Agreement, or use of the Services. If any provision of these Terms 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. Newtrul's failure to enforce any right or provision in these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Newtrul in writing. In these Terms, the words "including" and "include" mean "including, but not limited to".

4833-1583-8946, v. 3