

# RoadRunner FleetHaul Drive App Terms of Use and Legal Restrictions

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To use certain features of the Site, you may need to create an account. If you create an account, you agree you will: (a) create only one account; (b) provide honest, accurate, current and complete information regarding yourself, as the same is requested and/or required by RoadRunner; (c) keep all such information updated and accurate; (d) keep your account

password private and not share it with others; and (e) notify us if you discover or suspect that your account has been hacked or its security has been breached.

You agree to take responsibility for all activities on or under any account registered to you and you accept all risks for any unauthorized use of your account. You are responsible for providing the equipment and services that you need to access and use the Site. RoadRunner does not guarantee that the Site is accessible on any particular equipment or device or with any particular software or service plan.

RoadRunner reserves the right, without notice and in our sole and absolute discretion at any time, to terminate your right to access and use the Sites or any component of them and to block or prevent future access to and use of the Sites and to delete your account and any related information. Any obligation or liability you incur prior to our termination of your access to the Sites will survive such termination.

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You may have access to or receive information related to RoadRunner customers (“Customers”), including potential personally identifiable information. You may not disclose any such Customer information to third parties or use any such Customer information for any purpose other than providing services to the applicable Customer, as directed by RoadRunner.

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You hereby acknowledge and agree that RoadRunner’s business involves, among other activities, introducing, participating, effectuating and consummating transactions, including the services you are providing, between their respective contacts, including other parties, customers and affiliates (each, a “Transaction”). In consideration of the foregoing and the information RoadRunner discloses to you in reliance on this covenant, you hereby irrevocably agree, covenant and warrant that you and any of your affiliates shall not, directly or indirectly, interfere with, circumvent, attempt to circumvent, avoid or bypass RoadRunner from any Transactions, or obviate or interfere with the relationship of RoadRunner and its customers or contacts for the purpose of gaining any benefit, whether such benefit is monetary or otherwise, and you shall also not make use of any third party to circumvent this obligation and covenant.

### **Modification of Terms**

RoadRunner may modify the Terms and/or the contents of this Site at any time without prior notice. Any modifications to the Terms shall be effective immediately upon posting of the modified Terms. You agree to and are responsible for reviewing these Terms periodically to be aware of any such modifications, and your continued access or use of the Site shall be deemed your conclusive acceptance of the modified Terms. If you do not agree to the Terms as they may be modified, your sole and exclusive remedy shall be to discontinue using the Site.

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### **Indemnification**

You agree to indemnify, defend and hold harmless RoadRunner, its officers, directors, shareholders, employees, agents, affiliates, suppliers and any third-party information providers to

the Site from and against all losses, expenses, claims, damages and costs, including reasonable attorneys' fees, arising out of or resulting from any violation of these Terms by you.

### **Severability**

To the extent any portion of these Terms is determined to be unenforceable by a court of competent jurisdiction, such portion will be modified by the court solely to the extent necessary to cause such portion to be enforceable, and these Terms, as so modified, shall remain in full force and effect.

### **Chat**

At any time and in RoadRunner's sole discretion, RoadRunner may make interactive chat services available to you. RoadRunner makes no warranty that chat services will be available at any time nor that it will be free of fault or error.

Chat services are provided solely as a convenience to you. Nothing communicated through chat services will be considered a legal agreement, representation, or warranty as to our products, services, processes, decisions, or response times. Providing or participating in chat services does not constitute consent by us to use electronic records and signatures as a substitute for written documents. Communication provided through chat shall not be considered notice to RoadRunner, where notice is required under an underlying agreement.

You will not use chat services to send any abusive, defamatory, dishonest or obscene message, and doing so may result in termination of the chat service session and your access to chat services.

### **Miscellaneous**

These Terms shall all be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania. You agree that any legal action or proceeding between RoadRunner and you for any purpose concerning these Terms or the parties' obligations hereunder shall be brought exclusively in a federal or state court of competent jurisdiction sitting in Allegheny County, Pennsylvania. Any cause of action or claim you may have with respect to the Site must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred. RoadRunner's failure to insist upon, or enforce strict performance of, any provision of these Terms shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of these Terms. RoadRunner may assign its rights and duties under these Terms to any party at any time without notice to you.