ANY USER FOUND TO HAVE VIOLATED Pacco LLC'S NON-DISCRIMINATION POLICY OR ITS RESPECT OTHERS POLICY WILL IMMEDIATELY LOSE ALL ACCESS TO THE ROADIE PLATFORM.

Terms of Service

1.Service Conditions

You cannot use the Services unless you are at least 21 years of age. By using or accessing the Services, you represent and warrant to us that:

- 1. You are at least 21 years of age;
- 2. You have the right, authority and capacity to agree to, and abide by these Terms; and
- You shall not use the Services or any rights granted hereunder for any unlawful purpose or any purpose which violates these Terms.
- 4. 2. Duration of License to Access Services
- 5. These Terms provide you with a personal, revocable, non-exclusive, non-assignable, non-transferable, limited and temporary license to access and use the Services. We shall be entitled to terminate, restrict, or suspend this license granted to you with immediate effect and without notice, including but not limited to by deleting your Account or otherwise restricting your ability to access or use the Services, for any reason or no reason, as determined by us.
- 6. 3. Mobile Devices and App.
- 7. If you are accessing the Services via the App which was downloaded from Apple, Inc.'s 'App Store' or Google, Inc.'s 'Google Play' store (collectively, "App Platforms") you and PACCO LLC acknowledge and agree that these Terms are entered into by and between you and PACCO LLC, and that none of the App Platforms are party to these Terms. The App Platforms are not Sponsor to, nor in any way affiliated with, PACCO LLC or any of the Services. Subject to your compliance with these Terms and our Policies, the license granted by Section 2 above allows you to install only one copy of the App on one mobile device or tablet which is owned or controlled by you (a "Device"). As part of the installation process of the App, you may be changing your Device settings. By installing the App, you agree you have approved such changes and you understand you can reconfigure such settings in the configuration

options available in your Device. Such Device settings changes may include but are not limited to providing the App with access to your Device's camera, or other Device information, as well as allowing software updates of the App. You acknowledge that any failure to upgrade the App may result in the inability to use all or part of the App. You understand and agree that use of the Services via your Device may result in data or other charges from your mobile communication service provider and you expressly release us from any and all liability relating to any such charges and/or your Device. To uninstall the App, you may use the uninstall procedures offered by your Device. If the App is being acquired on behalf of the United States Government, then use, duplication, or disclosure of the App by the U.S. Government is subject to restrictions set forth in these Terms and as provided in DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 252.227-7013(c)(1)(ii) (OCT 1988), FAR 12.212(a) (1995), FAR 52.227-19, or FAR 52.227-14 (ALT III), as applicable.

4. Accounts

- 1. To Use certain aspects of our Services, you must create an Account. If you choose to create an Account with us, then you agree to provide true, accurate, current and complete information as prompted by our registration form, and to maintain and promptly update the information you provide to us in order to keep such information true, accurate, current and complete. It is your obligation to maintain and control passwords to your Account. YOU AGREE THAT YOU ARE SOLELY AND FULLY RESPONSIBLE FOR ANY ACTIVITIES OR ACTIONS TAKEN UNDER YOUR ACCOUNT, WHETHER OR NOT YOU HAVE AUTHORIZED SUCH ACTIVITIES OR ACTIONS. You agree to immediately notify us of any unauthorized uses of your username and password and/or any other breaches of security. There is no assumption by us of your responsibility to notify your local law enforcement agency of any identity theft. You agree we will not be liable for any loss or damages caused by your failure to comply with your security obligations.
- 2. We reserve the right to allow Users to create an Account by allowing our Services to access information from one or more of your existing social media accounts including but not limited to, facebook.com ("Social Media Profiles"). By granting us access to any Social Media Profiles you understand that we will access, make available and store any Content that you have provided to and stored in your Social Media Profiles so that it is available on and through our Services and your Account, subject to our Privacy Policy. We also may allow Users to share Content (defined below) using Social Media Profiles in connection with our Services. You understand that if you

share Content using Social Media Profiles, we have no control over how that Content may be used by others and we have no liability for how that Content may be used by others. Please see our Privacy Policy for more information.

5. Jobs

- 1. We refer to the Items being picked-up, carried and/or delivered as a "Job", which may contain one or more Item. When arranging a Job, a Shipper must not include in any Item, and no Driver may knowingly accept any Job that contains any "Prohibited Item" as listed below, whether consented to by a Driver or not. It is all Drivers' and Shippers' duty and obligation to know and comply with all applicable federal and state laws in the pick-up and delivery locations of any Job and all applicable laws relating to the contents of a Job, including without limitation those laws prohibiting the transportation or shipment of Items, restricting the amounts of Items that can be shipped, and age restrictions. PACCO LLC has no liability or responsibility if a Driver or Shipper fails to comply with all applicable laws.
- 2. All Shippers are prohibited from including in any Job, and all Drivers are prohibited from knowingly accepting a Job, containing the following Items:
 - cigarettes or any tobacco product, wine, beer or any other alcoholic beverages or any other
 product regulated and controlled by the United States Alcohol and Tobacco Tax and Trade Bureau.
 - firearms or weapons of any kind, any firearm or weapon parts, or ammunition in any amount;
 - any "Hazardous Material" as defined by the U.S. Department of Transportation and codified in 49
 C.F.R., not including those Hazardous Materials in small or excepted quantities as defined therein;
 - any animal;
 - any "Controlled Substance" as defined in 21 C.F.R. § 802;
 - any Item with a value in excess of \$5,000; or
 - humans (alive, dead, or cremated remains).
- 3. In the event a Prohibited Item is found en route during a Job or otherwise, that Job will be stopped at the location of the discovery. Any Driver discovering a Prohibited Item in a Job shall immediately notify us at Info@Pacc0.com for further direction. We reserve the right to dispose of the Item in our sole discretion and reserve all rights to instruct our Drivers on how to dispose of the Item, including delivery to the proper authorities.
- 4. Shippers are solely responsible for choosing a Driver that can deliver Items. If a Driver or Shipper has any concern that an Item will be damaged during a Job, please do not initiate or accept the Job. Shippers agree that all Items sent by way of a Job using the Services are sent at the Shipper's own risk and that our liability

to Users is limited by these Terms.(e) Any User that identifies as a broker or agent in connection with a Job or otherwise using our Services hereby represents and warrants that such User is validly licensed as a broker and is in compliance with applicable broker requirements in all jurisdictions in which User is required to be licensed.

6. Shippers

Users that are Shippers represent and warrant to us that the Shipper:

- 1. Is at least 21 years of age and has all right and authority to lawfully enter into these Terms on his/her own behalf or on behalf of an entity that is the other party hereto.
- Owns or otherwise has the full right and authority to contract for the Job and send all Items contained in a Job
- 3. Has not and will not include in any Job any Prohibited Items, whether consented to by a Driver or not.
- 4. Has and will specifically list, photograph and disclose to the Driver, prior to the Driver accepting the Job, all Items included in the Job.
- 5. Has and will properly pack all Items in appropriate packaging to withstand transport, ensure the safety and integrity of the Item and in compliance with all applicable laws.
- Acknowledges and agrees that all responsibility and obligation to know and comply with these Terms and all
 laws applicable to the packing and transport of every
 Item included in a Job rests with the Shipper.
- 7. Will only contract for or arrange a Job (or other similar services) with a User through the Services and will not engage in outside transactions with any User.
- 8. Is responsible for lifting and carrying all Items sent with a Driver and is responsible for placing them in or removing them from the Driver's and hereby acknowledges that a Driver is not a mover and is not responsible for lifting or otherwise moving any Item during a Job.
- 9. Will not discriminate or harass anyone on the basis of race, national origin, religion, gender, gender identity, physical or mental disability, medical condition, marital status, age or sexual orientation.
- Acknowledges and agrees that the Shipper reaffirms these Terms for each and every Job ordered by him/her.

7. Drivers

Users that are Drivers represent and warrant to us that the Driver:

- Is at least 21 years of age and has all right and authority to lawfully enter into these Terms on his/her own behalf or on behalf of an entity that is the other party hereto.
- 2. possesses a valid driver's license.
- Has all appropriate licenses, approvals and authority to accept and complete a Job as contracted through
 the Services, including in all jurisdictions in which such Driver picks-ups, carries and/or delivers a Job.
- 4. Will not accept Jobs that require him/her to hold any licenses or other authorizations from any governmental authority with jurisdiction over him/her, the vehicle he/she operates, or the contents of the Job, or any Items within, without possessing valid licenses or authorizations for the same.
- 5. Owns, or has the legal right to operate, the vehicle used in a Job, and such vehicle is currently in good operating condition and will be in good operating condition at all times during the Job.
- 6. Is named or scheduled on the insurance policy covering any vehicle used by him/her during a Job .
- 7. Has a valid policy of liability insurance (in coverage amounts consistent with all applicable legal requirements) for the operation of his/her vehicle carry and is responsible for and will make all necessary contacts with such his/her insurance carrier in the event of a motor vehicle accident or claim against his/her insurance policy.
- 8. Any vehicle used during a Job meets such industry safety standards and statutory, U.S. Department of Transportation and state department of motor vehicle requirements as may be applicable to the vehicle operated by the Driver while on a Job
- 9. Will be solely responsible for any and all liability which results from or is alleged as a result of the operation of the vehicle he/she uses during a Job, including, but not limited to personal injuries, death and property damages.
- Will not knowingly pick-up, carry and/or deliver a Job or any Items contained in a Job that are Prohibited Items.
- 11. Will not make any misrepresentation regarding us, the Services or his/her status as a Driver, or otherwise seek non-voluntary compensation from any third-party, or engage in any other activity in a manner that is inconsistent with his/her obligations under these Terms.
- 12. While on a Job, will only use a vehicle that he/she has reported to us using the Services and as required therein.
- 13. Will only accept Jobs that have been contracted through the Services and which have been photographed by the Shipper using the Services.
- 14. Will only contract for or arrange a Job (or other similar services) with a Shipper through the Services and will not engage in outside transactions with any User.

- 15. He/she is not a mover and under no circumstances is required to lift or otherwise move any Item contained within a Job, including placing them in or removing them from his/her vehicle, during the Job and he/she is not or responsible for lifting or otherwise moving any Items during a Job.
- 16. Will not discriminate or harass anyone on the basis of race, national origin, religion, gender, gender identity, physical or mental disability, medical condition, marital status, age or sexual orientation; and
- 17. Acknowledges and agrees that the Driver reaffirms these Terms for each and every Job accepted by him/her.

8. User Interaction

- 1. DRIVERS ARE NOT OUR EMPLOYEES. WITH THAT IN MIND, YOU UNDERSTAND AND AGREE THAT WE:
 - Do not employ, recommend or endorse any Users and have no control over the acts or omissions
 of any other User in any way using or having used the Services, on or off our Website.
 - Are not responsible for any User's compliance or non-compliance with applicable laws in connection with any transaction such User may engage in with another User.
 - Make no representations or warranties about the quality or legality of the services offered by a User
 in connection with a Job or about interactions or dealings with other Users.
 - Are not responsible for the performance or conduct of any User or other third parties in any way
 using or having used the Services, on or off the Website.
 - Are under no obligation to become involved in disputes between Users.
 - We do not screen Users or conduct any kind of identity or criminal records checks. As such, Users should exercise caution and perform their own screening before connecting with a User through the Services, meeting anyone, or traveling to a location in response to a Job or otherwise. We expressly disclaim, and you expressly release us from, any and all liability whatsoever for any controversies, claims, suits, injuries, loss, harm and/or damages arising from and/or in any way related to the Services or your interactions or dealings with other Users, including but not limited to any acts and/or omissions of Users in any way using or having used the Services, on or off our Website. By using the Services, you acknowledge that you are solely responsible for such use and the connections you make and that ALL USE OF OUR SERVICES IS AT YOUR SOLE RISK.
 - Although we have no obligation to verify any information provided by a User in connection with our Services, we reserve the right to do so in our sole discretion. You hereby authorize us to verify the representations and warranties you make or the other information you provide. You agree to

provide us with any and all information and/or verification we may request as we deem appropriate in our sole discretion.

9. Payment and Charges

You agree to pay us any and all then-current fees applicable to your use of the Services, as determined by us and communicated to you via the Services or otherwise. Generally, a Shipper's chosen payment method is charged upon delivery of the Item, as determined by us. Any payments to Drivers from us will be made at the times determined solely by us and communicated to the Driver by way of the Services or otherwise. The policies and fees that are disclosed to you when you use a feature of our Services for which we charge a fee are a part of these Terms.

Further, you authorize us to charge your chosen payment method (credit card, debit card, et cetera) in connection with all fees incurred by you in the Services, as determined by us. In connection with any fees paid by you or us you agree:

- 1. To only provide valid and current payment information;
- That we may use the tools, software or services of our payment processor Sage Payment Solutions ("Payment Processor") to process fees and transactions on our behalf;
- 3. To promptly pay all fees and amounts assessed by us upon demand; and
- 4. To abide by the terms and policies of our Payment Processor (see sage.com for more information). We are not responsible or liable for any activities or conduct of our Payment Processor, and you agree to hold us harmless, indemnify, defend, and expressly release us, from any and all liability relating to the conduct of our Payment Processor. All fees shall be paid in US Dollars. You understand and agree that we do not accept, offer, or issue any returns, refunds, or credits of any fees paid by you to us but reserve the right to do so at our option. If you have any questions regarding fees please contact us at: Info@Pacc0.com.
- 5. 10. Location Data
- 6. We and third parties with whom we may partner may collect location information in relation to a User's Device and use of the Services ("Location Data") with respect to you. Please see our Privacy Policy for more information. By using the Services, you expressly consent to the collection of Location Data by us. To opt out of the collection of Location Data use your Account dashboard or contact us at Info@Pacc0.com. If you disable the collection of Location Data, we may be unable to provide the Services to Shippers and may be unable to provide Services to Drivers.

11. Content.

- 1. By Us. All Content on our Services or obtained from a Linked Site are provided to you 'AS IS', 'AS AVAILABLE' and 'WITH ALL FAULTS'. PACCO LLC provides our Services for informational purposes only and any statements made by us are opinions only. We expressly disclaim all liability related to the accuracy or reliability of any opinion, advice, or Content on our Services or reliance on any opinion, advice, or Content on our Services. OUR SERVICES ARE NOT TO BE CONSTRUED AS LEGAL, EMPLOYMENT, ACCOUNTING, TAX, OR OTHER PROFESSIONAL ADVICE. OUR SERVICES ARE A RESOURCE ONLY. We are not attorneys, paralegals, accountants, or tax specialists, or any other sort of licensed professional. As such, we expressly disclaim all liability related to the accuracy or reliability of any opinion, guidance, or Content Transmitted by us or available through our Services or reliance on any of the aforementioned. IN CONNECTION WITH ANY JOB, WE ENCOURAGE YOU TO SEEK THE ADVICE OF THE APPROPRIATE LICENSED PROFESSIONAL IN YOUR JURISDICTION AND YOU ASSUME THE RISKS ASSOCIATED WITH ANY FAILURE TO DO SO. We will do our best to provide top-quality Services to you. However, the Content published through the Services may also include inaccuracies or typographical errors. We do not warrant or represent that the Content available through our Services is complete or up-to-date.
- Linked Sites.
- 3. Our Services may link to other sites by allowing you to leave our Services to access third party material or by bringing third party material into our Services via 'inverse' hyperlinks and framing technology (a "Linked Site"). The appearance, availability, or your use of URLs or hyperlinks to Linked Sites referenced or included anywhere on the Services or any other form of link or re-direction of your connection to, with or through the Services, does not constitute an endorsement by, nor does it incur any obligation, responsibility or liability on the part of PACCO LLC or its Affiliates. We have no discretion to alter, update, or control the Content on a Linked Site. We do not verify, endorse, or have any responsibility for, any such Linked Sites, their business practices (including their privacy policies), or any goods or services associated with or obtained in connection with any Lined Site, whether the or not our logo(s) or sponsorship identification is on the Linked Site as part of a co-branding or promotional arrangement. If any Linked Site obtains or collects personal information from you, in no event shall we assume or have any responsibility or liability. Please read our Privacy Policy which describes how we collect and use your personal information.
- 4. Third Party Products and Services. When you use our Services to purchase products or services from a Linked Site, you are purchasing that product or service directly from the third party Linked Site. Your order is placed with, filled by, and shipped by that third party Linked Site. We have no involvement in any shipment, fulfillment, returns, or refunds associated with any products or services that you purchase from a Liked Site or third party. You understand that you must contact the third party Linked Site directly for inquiries related to your purchase, including but not limited to: returns, shipping, customer service, refunds, or general

- information. By using our Services, you expressly represent and warrant that you will abide by and will not violate any policies, rules, terms, or conditions of that third party Linked Site.
- 5. Ads. Our Services may display third party advertisements, promotional material, and Linked Sites. We may be compensated for clicks or purchases in connection with these third party advertisements, promotional material, and Linked Sites. Please see our Privacy Policy for more information.
- 6. Transmitted by You.
- 7. You agree that you are solely responsible for and retain all rights in the Content that you Transmit using our Services, and otherwise transmit to us or other Users. You agree that you will not: Transmit Content that infringes on the intellectual property rights of others; Transmit any Content which violates any provision of the use restrictions in Section 13; or Transmit any objectionable Content as determined by us in our sole discretion. WE ARE NOT RESPONSIBLE FOR ANOTHER'S MISUSE OR MISAPPROPRIATION OF ANY CONTENT OR INFORMATION YOU POST USING OUR SERVICES.
- 8. You agree that any Content provided to us or a User or Transmitted in connection with the Services by you is provided on a non-proprietary basis. Subject to our compliance with our Privacy Policy, you agree that we shall be free to use or disseminate Content Transmitted by you on an unrestricted basis for any purpose. If you provide Content to us or another User in connection with the Services, you grant us a nonexclusive, perpetual, worldwide, royalty-free, paid-up license to (in any media now known or not currently known or invented) link to, utilize, use, copy, sell, prepare derivative works of, and otherwise exploit the Content Transmitted by you. You further agree that we have the right to promote any Content through any Social Media Profiles, as determined by us in our sole discretion. No Content (other than Personal Data) you submit shall be deemed confidential. YOU RETAIN OWNERSHIP OF ANY COPYRIGHTS OR OTHER INTELLECTUAL PROPERTY RIGHTS APPLICABLE TO ANY CONTENT YOU SUBMIT TO SIMPLY US. Notwithstanding the foregoing, you hereby assign to us all right, title and interest in and to any new feature of the Services that you may suggest or submit to us and you acknowledge and agree that we may use such suggestion or submission in any manner, including, without limitation, to develop features for the Services.
- 9. You represent and warrant that you own or otherwise possess all necessary rights with respect to your Content, and that your Content does not and will not infringe, misappropriate, use or disclose without authorization or otherwise violate any copyright, trade secret right or other intellectual property or other property right of any third party, and that your Content is not unlawful, fraudulent, threatening, abusive, libelous, defamatory, obscene or otherwise objectionable, as determined by us.
- 10. You agree that we may but are not obligated to: filter any Content including but not limited to, deleting or replacing expletives or other harmful or offensive language; refuse to display any Content; remove Content from our Services for any reason or no reason, as determined by us; and/or disclose any Content and the

- circumstances surrounding the use thereof, to any third party for any reason or no reason, as determined by us. We are not responsible for, and will have no liability for, the removal or non-removal of any Content from our Services.
- 11. You agree and understand that you may be held legally responsible for damages suffered by other Users or third parties as the result of your remarks, information, feedback or other Content Transmitted on our Services that is deemed defamatory or otherwise legally actionable. Under the Federal Communications Decency Act of 1996, PACCO LLC is not legally responsible, nor can it be held liable for damages of any kind, arising out of or in connection to any defamatory or otherwise legally actionable remarks, information, feedback or other Content posted or made available on our Services. Further, you agree to indemnify, hold harmless, and defend us from any liability and/or damages relating to any Content Transmitted by you or by a third person using your Account.
- 12. Transmitted by Users or Others. We do not endorse and are not responsible for
 - The Content provided by other Users,
 - The accuracy or reliability of any opinion, advice, statement, or Content made through our Services.
 - · Any Content provided on Linked Sites, or
 - The capabilities or reliability of any Items or service obtained from a Linked Site. There are risks involved with relying on information on our Services, and you expressly assume those risks when using our Services. Under no circumstance will we be liable for any loss or damage caused by your reliance on any Content, Items, other information, or services obtained through our Services or a Linked Site.

12. Ratings

13. The Services may allow you to rate and Transmit reviews of Users. Such ratings and reviews are considered User Content and are governed by these Terms. Your ratings and reviews do not reflect the views of PACCO LLC. We strive to maintain a high level of integrity with our ratings and reviews and other User Content. All ratings and reviews must be legitimate. Any rating or review that we determine, in our sole discretion, to be disingenuous, or could otherwise diminish the integrity of the ratings and reviews system, the Content or the Services may be removed without prior notice to you.

13. Intellectual Property.

- 1. Trademarks. PACCO LLC and all other graphics, logos, page headers, button icons, scripts, service names and other Content that we use, manage or control are trademarks, registered trademarks or trade dress of ours or our subsidiaries, officers, employees, independent contractors, suppliers, representatives, advertisers, licensors, licensees, successors, assigns, agents, partners, or other affiliate (collectively "Affiliates") in the United States or other countries or both. No one may use these trademarks or trade dress in connection with any product or service that is not our product or service without our express written permission in a separate instrument, which may be withheld by us in our absolute discretion. All other trademarks that appear on our Services are the property of their respective owners, who may or may not be affiliated with, connected to or sponsored by us or any of our Affiliates.
- 2. Copyright. Except in the case of Content under license to us, we claim a copyright, and all copyright protection afforded, under international, United States and the laws of the Commonwealth of Virginia to all text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, software (ours or our software suppliers), and all other Content on our Services. The compilation of all content on our Services is our exclusive property, and it is similarly protected. We also claim a copyright, and all copyright protection afforded, under international, United States and the laws of the Commonwealth of Virginia to all material described in the trademarks section above. Your access to all information and Content located on our Services is strictly permitted through the license granted to you under these Terms. Except for the license granted in these Terms, all rights, title and interest in Content, in all languages, formats and media throughout the world, including all copyrights, are and will continue to be the exclusive property of ours and other parties. Except as permitted by these Terms, you are prohibited from modifying, copying, distributing, displaying, publishing, selling, licensing, creating derivative works, or using any Content available on or through our Services without our prior written permission, or in the case of Content owned by a third party, without first receiving permission from the owner of that Content. You may not alter or remove any trademark, copyright or other notice from copies of the Content.
- 3. Infringement Claims. We respect the intellectual property of others and ask that Users do the same. In connection with the Services, we have adopted and implemented a policy respecting intellectual property that provides for the removal of any infringing or unauthorized materials and for the termination of a User's ability to use our Services, in appropriate circumstances, if we determine that User is infringing on the intellectual property rights of others. If you believe that a User is, through the use of the Services, unlawfully infringing by submitting unauthorized Content, and wish to have the allegedly infringing or unauthorized

material removed [contact us at Info@Pacc0.com] [OR] [, the following information in the form of a written notification (pursuant to 17 U.S.C. § 512) must be provided to our designated copyright agent ("Designated Agent"): your physical or electronic signature; identification of the works or rights that you claim to have been infringed; identification of the Content on the Services that you claim is infringing and that you request us to remove; sufficient information to permit us to locate such Content; your address, telephone number, and e-mail address; a statement that you have a good faith belief that use of the objectionable Content is not authorized by the copyright or other rights owner, its agent, or the law; and a statement that the information in the notification is accurate, and under penalty of perjury, that you are either the owner of the copyright or other right that has allegedly been infringed or violated or that you are authorized to act on behalf of the copyright or other rights owner. Note that, pursuant to 17 U.S.C. § 512, any misrepresentation of material fact in a written notification automatically subjects the complaining party to liability for any damages, costs and attorney's fees incurred by us in connection with the written notification and allegation of copyright infringement].

4. Our Designated Agent is:

Stephanie Rydland
DUNLAP BENNETT & LUDWIG
1650 Tysons Blvd #1580, McLean, VA
srydland@dbllawyers.com

14. Use Restrictions.

You may not use or plan, encourage or help others to use our Services for any purpose or in any manner that is prohibited by these Terms or by applicable law. In using our Services, you agree at all times that you shall not:

- 1. Infringe on the copyrights or other intellectual property rights of PACCO LLC, a User, or a third party.
- 2. Copy, distribute, or modify any part of our Services without our prior written authorization.
- 3. Transmit inappropriate, inaccurate, false, or misleading Content to our Services.
- 4. Transmit any Content which contains software viruses, or other harmful computer code, files or programs.
- 5. Transmit Content that falsely states, impersonates or otherwise misrepresents your identity, including but not limited to the use of a pseudonym, or misrepresenting your current or previous positions and qualifications, or your affiliations with a person or entity, past or present.
- Make threats or use profanity.
- 7. Harass, stalk or intimidate other Users.
- 8. Manipulate or exclude identifiers in order to disguise the origin of any Content.

- 9. Disrupt the networks connected to our Services, including but not limited to by: attempting to probe, scan or test the vulnerability of our Services, attempting to breach security or authentication measures without proper authorization, or attempting to interfere with our Services or a User, by means such as overloading, 'flooding', 'mailbombing' or 'crashing.'
- 10. Circumvent, disable or otherwise interfere with security-related features of our Services or features that prevent or restrict use or copying of any Content or that enforce limitations on use of our Services
- 11. Collect Content, personally identifying information, and/or other information from our Services, or otherwise access our Services, by using any automated means, including but not limited to, 'robots', 'spiders', 'scrapers' and 'offline readers', without our prior written approval which we may withhold in our discretion;
- 12. Modify, translate, reverse engineer, decompile, disassemble, create derivative works based on, sublicense, sell, or distribute the Services.
- 13. Rent or lease any rights in the Services in any form to any third party or make the Services available or accessible to third parties.
- 14. Use any communications systems provided by our Services to send unsolicited or unauthorized commercial communications, including but not limited to by email, SMS, MMS, or any other means.
- 15. Remove, alter or obscure any proprietary notice or identification, including copyright, trademark, patent or other notices displayed on our Services.
- 16. Mislead or attempt to mislead or defraud or attempt to defraud or conceal any information relating to Content or other information that you provide to us.
- 17. Link, deep link, 'frame' or 'mirror' any part of the Services without our prior consent.
- 18. Use our Services to violate any applicable laws, rules or regulations, or for any unlawful, harmful, or inappropriate purpose, or in any manner that breaches these Terms or is otherwise objectionable, as determined by us in our sole discretion.

15. Use Restrictions.

You may not use or plan, encourage or help others to use our Services for any purpose or in any manner that is prohibited by these Terms or by applicable law. In using our Services, you agree at all times that you shall not:

- 1. Infringe on the copyrights or other intellectual property rights of PACCO LLC, a User, or a third party.
- 2. Copy, distribute, or modify any part of our Services without our prior written authorization.
- 3. Transmit inappropriate, inaccurate, false, or misleading Content to our Services.
- 4. Transmit any Content which contains software viruses, or other harmful computer code, files or programs.

- 5. Transmit Content that falsely states, impersonates or otherwise misrepresents your identity, including but not limited to the use of a pseudonym, or misrepresenting your current or previous positions and qualifications, or your affiliations with a person or entity, past or present.
- 6. Make threats or use profanity.
- 7. Harass, stalk or intimidate other Users.
- Manipulate or exclude identifiers in order to disguise the origin of any Content.
- 9. Disrupt the networks connected to our Services, including but not limited to by: attempting to probe, scan or test the vulnerability of our Services, attempting to breach security or authentication measures without proper authorization, or attempting to interfere with our Services or a User, by means such as overloading, 'flooding', 'mailbombing' or 'crashing.'
- 10. Circumvent, disable or otherwise interfere with security-related features of our Services or features that prevent or restrict use or copying of any Content or that enforce limitations on use of our Services
- 11. Collect Content, personally identifying information, and/or other information from our Services, or otherwise access our Services, by using any automated means, including but not limited to, 'robots', 'spiders', 'scrapers' and 'offline readers', without our prior written approval which we may withhold in our discretion;
- 12. Modify, translate, reverse engineer, decompile, disassemble, create derivative works based on, sublicense, sell, or distribute the Services.
- 13. Rent or lease any rights in the Services in any form to any third party or make the Services available or accessible to third parties.
- 14. Use any communications systems provided by our Services to send unsolicited or unauthorized commercial communications, including but not limited to by email, SMS, MMS, or any other means.
- 15. Remove, alter or obscure any proprietary notice or identification, including copyright, trademark, patent or other notices displayed on our Services.
- 16. Mislead or attempt to mislead or defraud or attempt to defraud or conceal any information relating to Content or other information that you provide to us.
- 17. Link, deep link, 'frame' or 'mirror' any part of the Services without our prior consent.
- 18. Use our Services to violate any applicable laws, rules or regulations, or for any unlawful, harmful, or inappropriate purpose, or in any manner that breaches these Terms or is otherwise objectionable, as determined by us in our sole discretion.

16. DISCLAIMERS

1. IF YOU CHOOSE TO USE OUR SERVICES, YOU DO SO AT YOUR SOLE RISK. YOU ACKNOWLEDGE
AND AGREE THAT PACCO LLC DOES NOT HAVE AN OBLIGATION TO CONDUCT BACKGROUND

CHECKS ON ANY USER, INCLUDING, BUT NOT LIMITED TO USERS WHO POST JOBS, BUT MAY CONDUCT SUCH BACKGROUND CHECKS IN ITS SOLE DISCRETION. OUR SERVICES AND CONTENT ARE PROVIDED 'AS IS', 'AS AVAILABLE' AND 'WITH ALL FAULTS' WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. YOU ASSUME THE RISK OF ANY AND ALL DAMAGE OR LOSS FROM USE OF, OR INABILITY TO USE, OUR SERVICES, INCLUDING BUT NOT LIMITED TO PHYSICAL INJURY OR DEATH AS WELL AS DAMAGES TO PERSONAL PROPERTY. WITHOUT LIMITING THE FOREGOING, WITH RESPECT TO THE WEBSITE, AND/OR THE SERVICES PACCO LLC EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, ACCURACY, SECURITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, QUIET TITLE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. PACCO LLC MAKES NO WARRANTY THAT THE WEBSITE, SERVICES, AND/OR CONTENT WILL MEET YOUR NEEDS, EXPECTATIONS, BE TO YOUR SATISFACTION, OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE, BUG-FREE, OR MALWARE-FREE BASIS. PACCO LLC MAKES NO WARRANTY REGARDING THE QUALITY OF OUR SERVICES OR CONTENT, OR THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY CONTENT OBTAINED THROUGH THE WEBSITE OR SERVICES.

- 2. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM PACCO LLC OR THROUGH THE WEBSITE SERVICES OR CONTENT, WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE WEBSITE OR SERVICES AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE WEBSITE OR SERVICES, INCLUDING, BUT NOT LIMITED TO OTHER USERS AND/OR THIRD PARTIES. YOU UNDERSTAND THAT PACCO LLC DOES NOT MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF USERS OF THE WEBSITE OR SERVICES. PACCO LLC MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF USERS OF THE WEBSITE OR SERVICES.
- 3. WE MAKE NO REPRESENTATION OR WARRANTY AS TO THE IDENTITY OF A USER. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE WEBSITE, APPLICATION, OR SERVICES AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE WEBSITE OR SERVICES, INCLUDING, BUT NOT LIMITED TO, USERS AND/OR THIRD PARTIES, PARTICULARLY IF YOU DECIDE TO MEET OFFLINE OR IN PERSON REGARDLESS OF WHETHER SUCH MEETINGS ARE

FACILITATED BY THE SERVICES. PACCO LLC EXPLICITLY DISCLAIMS ALL LIABILITY FOR ANY ACT OR OMISSION OF ANY USER OR OTHER THIRD PARTY.

17. Release and Waiver of Claims.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT, YOUR PERSONAL REPRESENTATIVES AND YOUR HEIRS, HEREBY VOLUNTARILY AGREE TO RELEASE, WAIVE, AND DISCHARGE ALL CLAIMS, ACTIONS, DEMANDS, SUITS, OR PROCEEDINGS ("CLAIMS") AGAINST US AND OUR AFFILIATES, INCLUDING ANY AND ALL LIABILITY FOR DAMAGES (ACTUAL AND OR CONSEQUENTIAL), COSTS AND EXPENSES (INCLUDING LITIGATION COSTS AND ATTORNEYS' FEES) OF EVERY KIND AND NATURE ARISING FROM OR IN ANY WAY RELATED TO:

- 1. THE SERVICES.
- A JOB,
- ANY INACCURACY, UNTIMELINESS OR INCOMPLETENESS OF A USER'S REPRESENTATIONS OR WARRANTIES, AND/OR
- 4. ANY INACCURACY, UNTIMELINESS, OR INCOMPLETENESS OF ANY AND ALL INFORMATION AND/OR CONTENT OBTAINED OR ACCESSED BY OR THROUGH THE SERVICES. FURTHER, IF YOUR ARE A RESIDENT OF THE STATE OF CALIFORNIA, YOU WAIVE YOUR RIGHTS UNDER CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES, "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." YOU UNDERSTAND THAT ANY FACT RELATING TO ANY MATTER COVERED BY THESE TERMS MAY BE FOUND TO BE OTHER THAN NOW BELIEVED TO BE TRUE, AND ACCEPT AND ASSUME THE RISK OF SUCH POSSIBLE DIFFERENCES IN FACT. IN ADDITION, YOU EXPRESSLY WAIVE AND RELINQUISH ANY AND ALL RIGHTS WHICH YOU MAY HAVE HAD UNDER ANY OTHER STATE OR FEDERAL STATUTE OR COMMON LAW PRINCIPLE OF SIMILAR EFFECT, TO THE FULLEST EXTENT PERMITTED BY LAW.

18. Assumption of the Risk

YOU KNOWINGLY AND FREELY ASSUME ALL RISK WHEN USING THE SERVICES OR CONDUCTING A TRANSACTION RELATING TO A JOB. THEREFORE, YOU, ON BEHALF OF YOURSELF OR THE ENTITY YOU REPRESENT, YOUR PERSONAL REPRESENTATIVES AND YOUR HEIRS, HEREBY VOLNTARILY AGREE TO RELEASE, WAIVE, DISCHARGE, HOLD HARMLESS, DEFEND AND INDEMNIFY PACCO LLC AND ITS AFFILIATES FROM ANY AND ALL CLAIMS FOR BODILY INJURY, PROPERTY DAMAGE, WRONGFUL DEATH, EMOTIONAL DISTRESS, OR OTHER DAMAGES OR HARM, WHETHER TO YOU OR TO THIRD PARTIES, WHICH MAY RESULT FROM ANY ASPECT OF OUR SERVICES.

19. Limitation of Liability

TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL WE BE LIABLE FOR PERSONAL INJURY RELATED TO OR RESULTING FROM ANY ASPECT OF OUR SERVICES, OR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, OR DIRECT DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, OR ANY OTHER DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO A JOB POSTING, OR ANY ASPECT OF OUR SERVICES OR INABILITY TO USE OUR SERVICES, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (BREACH OF CONTRACT, A BREACH OF WARRANTY, NEGLIGENCE, PRODUCTS LIABILITY, STRICT LIABILITY, OR OTHERWISE) AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. In no event shall our total liability to you for all damages exceed the lesser of

- 1. Five hundred dollars (\$500) or
- 2. The fees paid by you to us in connection with the Services out of which the Claims arose. The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

20. Dispute Resolution.

1. In the event that any dispute arises with respect to the Services, these Terms, or any of our Policies, upon our election in our sole discretion, such dispute shall be resolved by binding arbitration in accordance with the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes of the American Arbitration Association, Prince William County, Virginia, and at our option, such arbitration shall be before a single neutral arbitrator selected in our sole and absolute discretion. In the event

we elect not to require that a dispute arising with respect to our Services, Terms, or any of our Policies be submitted to binding arbitration as described above, any such dispute shall nevertheless be litigated in the State courts located in Prince William County, Virginia or in the U.S. District Court for the Eastern District of Virginia, as the case may be. You shall be liable for and shall reimburse us for our expenses and fees, including attorneys' fees, in the event any arbitration or litigation arises out of, under, or relating to these Terms or any of our Policies, or your use of our Services. By using our Services, you irrevocably agree and consent to be bound to personal jurisdiction of and venue selection in the state courts located in Prince William County, Virginia or in the U.S. District Court for the Eastern District of Virginia, as the case may be, whether either arbitration or litigation arises between us and you. YOU AGREE THAT ANY CAUSE OF ACTION THAT YOU MAY HAVE ARISING OUT OF OR RELATED TO THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

- 2. YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST US ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS USER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS WE AGREE OTHERWISE, THE DECISION-MAKER MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE DECISION-MAKER MAY AWARD RELIEF ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIMS. ANY RELIEF AWARDED CANNOT AFFECT OTHER USERS.
- 3. You agree that irreparable harm to us would occur in the event that any of the provisions of these Terms, including but not limited to the provisions of Sections 6, 7, 11, and 13 were not performed fully by you or were otherwise breached by you, and that money damages are an inadequate remedy for breach of the Terms because of the difficulty of ascertaining and quantifying the amount of damage that will be suffered by us in the event that these Terms are not performed in accordance with its provisions or is otherwise breached. It is accordingly hereby acknowledged that, notwithstanding any provision of this Section 19, we shall be entitled to petition the courts listed in Section 19(a) for an injunction or injunctions to restrain, enjoin and prevent a failure to perform these Terms by you, without positing bond or other security, and to enforce specifically such provisions of these Terms.
- 4. Dispute Resolution Severability. If a court decides that any term or provision relating to our ability to submit any above-mentioned dispute to arbitration or to the above class action wavier according to this Section 19, the parties agree to litigate any such dispute according to Section 19(a) above and to replace any other such terms or provisions of Section 19(a) or Section 19(b) with a term or provision that is valid and enforceable

and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Section 19 shall be enforceable as so modified. In any event, the remainder of these Terms will continue to apply.

21. Indemnification.

You agree to indemnify, defend, and hold harmless us and our Affiliates from and against any and all Claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of, under, or relating to: your use, misuse, or inability to use our Services; any infringement of a third party's rights; your Device. a breach of representation or warranty. any finding or allegation by a regulatory body or court of competent jurisdiction that you were/are not an independent contractor and/or are/were not in compliance with applicable laws related to work as an independent contractor. Content Transmitted by you to us or other Users. alterations of, loss of, or unauthorized access to any information sent or received or not sent or received by you or us; any defamatory, offensive, fraudulent, or illegal use of our Services by you. any accidental or improper disclosure of information. and any violation by you of these Terms or any of our other Policies.

22. Survival

Notwithstanding anything herein to the contrary, the provisions of Sections 3, 8, 9, 11, and 15 through 33 of these Terms, as well as any provision of these Terms which in accordance with its terms is intended to survive the termination of these Terms, your Account, or your license to use or access the Services shall survive any such termination.

23. Notification

By using the Services, you agree that we may provide you with any notices or other communications about the Services or your Account electronically:

- 1. Via email (in each case to the address that you provide), SMS message, or telephone call (in each case to the phone number that you provide), or
- 2. By posting to the Website. For notices made by email, the date of receipt will be deemed the date on which such notice is transmitted. We will use best efforts to honor a User's request to opt out of promotional messages, but under no circumstances will we be liable for transmitting any Content to Users. We prefer to

that you provide us with any notifications via electronic communication. However, you are able to send us paper notifications at the following address: Pacco LLC, 45662 Terminal Dr. Suite 100, Sterling VA 20166

24. Advertisers

With respect to any Affiliate or third party that Transmits advertisements on the Website, including but not limited to by placing banners on the Services (each an "Advertiser"), Advertiser's ads are subject to a separate agreement with us as well as our policies regarding ads (collectively, an "Ad Agreement"), which are hereby incorporated herein by reference. The rights and obligations of an Advertiser and us are established by the Ad Agreement. With respect to an Advertiser, in the event of a conflict between the provisions of an Ad Agreement and these Terms, the provisions of the Ad Agreement shall control and the remaining provisions of these Terms shall be supplemental and remain in effect. Further, in the event of such a conflict, the term "User" shall exclude the Advertiser for the purposes of these Terms.

25. Severability

No Waiver. The representations and warranties and/or covenants set forth herein are each to be construed as a separate agreement, independent of any other provisions of these Terms. Further, the invalidity or unenforceability of any provision, word, phrase, clause, sentence, paragraph or section of these Terms shall in no way affect the validity or enforceability of any other provision, word, phrase, clause, sentence, paragraph or section of these Terms, and any such invalid or unenforceable provision that is overbroad shall be deemed narrowed to the broadest term permitted by applicable law and shall be enforced as narrowed. If one or more of the provisions in these Terms deemed invalid or unenforceable, then the remaining provisions will continue in full force and effect. Our failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

26. Privacy Policy

By using our Services, you agree to the provisions of our Privacy Policy, which is hereby incorporated by reference. You further agree that we may disclose Personal Data (as defined in our Privacy Policy) according to our Privacy Policy, as determined by us. Please see our Privacy Policy for more information.

27. Assignment

These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by us, as determined by us.

28. Our Relationship with You

With respect to all Users, you are an independent contractor only. Nothing in these Terms shall be deemed or is intended to be deemed, nor shall it cause, you and PACCO LLC to be treated as employer-employee, partners, joint ventures, or otherwise as joint associates for profit, or either you or us to be treated as the agent of the other. Further, Drivers are not are not employees, partners, joint ventures, or any agent of PACCO LLC of any sort whatsoever.

Users alone are responsible for the payment of all income, social security, employment-related, or other taxes incurred as a result of use of the Services and for all obligations, reports, and timely notifications relating to such taxes. We shall have no obligation to pay or withhold any sums for such taxes and no User shall have a claim against us for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

29. Third Parties

From time to time, we may engage third parties or Affiliates to assist us in providing certain aspects of the Services, including but not limited to marketing functions. You agree that we may engage such third parties in providing Services to you, as determined by us.

30. Entire Agreement Modification

These Terms together with our Polices any other document referenced herein constitutes the entire understanding between us and you with respect to the subject matter hereof. You agree that we may amend, modify, or alter these Terms and/or our Polices at any time in our sole discretion. We will notify you about changes to these Terms by placing the updated Terms on the Services. You agree that your use of the Services after such notification will constitute acceptance by you of such changes to the Terms.

31. Headings Interpretation.

Section headings in these Terms are for convenience only, and shall not govern the meaning or interpretation of any provision of these Terms. Further, whenever the context requires, all words, including but not limited to defined capitalized terms, will include the masculine, feminine, and neuter, and each word will include the singular form, plural form, and other conjugations of that word.

32. Governing Law English Language.

You agree that:

- The Services shall be deemed solely based in Prince William County, Virginia (where we have our headquarters).
- 2. The Services shall be deemed passive which does not give rise to personal jurisdiction over us, either specific or general, in jurisdictions other than Prince William County, Virginia. These Terms, our Privacy Policy, and other Policies are governed by the laws of the Commonwealth of Virginia and of the United States of America, and without regard to conflicts of law principles. In the event of a conflict between these Terms and a foreign language version of the Terms, the English language version of these Terms shall govern. All disputes, claims and causes of action (and related proceedings) will be communicated in English.
- 3. 33. Compliance.
- 4. You represent and warrant that you shall comply with all applicable laws, statutes, ordinances, and regulations regarding use of the Service. We merely provide a platform to allow Users to interact with other Users. Those who access or use the Services do so at their own volition and are entirely responsible for compliance with applicable law. Your use of our Services, is subject to export and re-export control laws and regulations, including the Export Administration Regulations ("EAR") maintained by the United States Department of Commerce and sanctions programs maintained by the Treasury Department's Office of Foreign Assets Control. You shall not, directly or indirectly, sell, export, re-export, transfer, divert, or otherwise dispose of any software or service to any User without obtaining the required authorizations from the appropriate government authorities. You also warrant that you are not prohibited from receiving US origin products, including services or software.

34. Feedback.

We value your comments and opinions. If you have questions, comments or a complaint about these Terms, you may send a written notice to us at: Info@Pacc0.com or Pacco LLC at 45662 Terminal Dr. Suite 100, Sterling VA 20166

Privacy Policy

Please read this Policy as it includes important information regarding your Personal Data and other information. Capitalized terms not defined in this Policy shall have the meanings given to such terms in the Terms of Service. If you have any questions or concerns, please do not hesitate to contact us at: Info@Pacc0.com.

1. Information We Collect.

- Cookie and Flash Cookie. We collect information through technology, such as cookies, flash cookies and web beacons, including when you visit our Services or Linked Sites. Please see Section 7 below for further information, including information about how to disable cookies.
- 2. Device Information. We may collect data about the computer or Device you use to access our Services, including the hardware model, operating system and version, MAC address, unique device identifier ('UDI'), phone number, and mobile carrier information.
- 3. Analytics. We may use third party analytics tools to collect information about use of our Services. Analytics tools collect information such as how often Users visit our Services, what pages Users visit when Users visit our Services, and the other websites they accessed prior to accessing our Services. We use the information we gather from analytics to improve our Services. Analytics tools collect information such as the IP address assigned to you on the date you visit our Services, but does not collect Personal Data. We do not combine the information collected through the use of analytics with Personal Data. Although our analytics tools may plant a cookie on your web browser to identify you as a unique User the next time you visit our Services, the cookie cannot be used by anyone but our analytics tools. In the event that we use Google's 'Google Analytics', then Google's ability to use and share information collected by 'Google Analytics' about your visits to our Services are restricted by the Google Analytics Terms of Use and the Google Privacy Policy. You can prevent analytics tools from recognizing you on return visits to the Services by disabling cookies on web browser. See Section 7 below for more information.
- 4. Ad Data. We may use 'Google AdSense' by Google, Inc. ("Google") to integrate advertisements on the Services. Google AdSense uses 'cookies' and 'web beacons'. If the Services uses 'Google AdSense', then information about the use of the Services (including your IP address) and the delivery of advertising formats generated by cookies and web beacons will be processed to a server of Google in the United States and will be saved there. This information may be processed to contractual partners of Google by Google. Google will not associate your IP address with any other Google data. Through the use of the Services, you express your consent to the processing of data collected by Google about you in the manner and for the purposes described in this Policy and in Google's partner data policy here: http://www.google.com/policies/privacy/partners/.
- 5. Aggregate Data. Certain aspects of our Services are set up to collect and report aggregate information. Aggregate information is data we collect about the use of the Services or about a group or category of products, services or Users, from which individual identities or other Personal Data has been removed. In other words, information about how you use the Services may be collected and combined with information

- about how others use the Services. Aggregate data helps us understand trends and User's needs so that we can better consider new features or otherwise tailor our Services. This Policy does not restrict what we can do with aggregate information.
- 6. Log Information. When you browse our Services, you do so anonymously, unless you have previously created an Account with us. However, we may log your IP address to give us an idea of which part of our Services you visit and how long you spend there. However, we do not link your IP address to any Personal Data unless you have logged into our Services. Also, our Services may use a standard technology called a 'cookie' to collect information about how you interact with our Services. Please see Section 7 below for more information.
- 7. Use Data. When you send or receive Content using our Services, we collect data about that Content.
- 8. Location Data. If you use the Services, then you are providing consent to collect Location Data such as the physical location of your Device which will be used to provide you with certain features of the Services. This Location Data is collected anonymously in a form that does not personally identify you. Location Data is aggregated with data from Devices of other Users to enhance the quality of Content Users provide to us and to enhance the quality of the Services we provide to you. We may also share your Location data with third parties. Location Data is shared anonymously in a form that would not personally identify you.
- 9. Personal Data. Personal Data and other information are collected from you when you create an Account with us or when you otherwise disclose Personal Data or other information to us or third parties when using the Services. "Personal Data" means any information that may be used to identify an individual. Personal Data does not include aggregate information. To use the Services:
 - Drivers may be asked to provide their: full name, address, telephone number, email address, date
 of birth, special, driver's license number and state; insurance provider and insurance policy
 number, the type of and vehicle identification number of the vehicle that the Driver will use to
 perform Jobs, and related information.
 - Shippers may be asked to provide their: full name, address, telephone number, email address, date
 of birth, and related information.
- 10. From Third Parties. We acquire information from other trusted sources to update or supplement the information you provided or we collected automatically. Local law may require that you authorize the third party to share your information with us before we can acquire it.

2. How We Use It.

We use, allow access to, or disclose your Personal Data to third parties with whom we partner in order to:

- 1. Enable us to provide the Services to you;
- 2. Notify you regarding Services, your Account, or fees;
- 3. Increase the usability of the Services;
- 4. Provide information about promotional offers;
- 5. Deliver ads on our Services and on the websites of advertising partners, to improve and
- 6. Monitor our advertising, and to provide you with targeted ads;
- 7. Investigate objectionable use of the Services;
- 8. Respond to requests for assistance from our customer support team; and
- 9. Analyze trends and use of our Services;
- 10. Carry on our business, as determined by us.

3. Who We Share It With.

We will share Personal Data with third parties:

- 1. When you have enabled us to share your Personal Data with another company or Affiliate, such as: in sending you offers and promotions about their products and services; or allowing us to share your personal data with third parties or Linked Sites, such as Social Media Profiles. Once we share your Personal Data with another company, the information received by the other company becomes subject to the other company's privacy practices.
- 2. When necessary, as determined by us in our sole discretion, to provide Services to you. This includes for the uses listed in Section 2 above.
- 3. When required by law or by court order.
- 4. To protect our rights and property, to prevent fraudulent activity or other deceptive practices of Users or third parties, or to prevent harm to others.
- 5. If we are acquired by or merged with another company, or if our assets are sold to another company. In all of these circumstances, you understand and agree that our Terms of Service and this Policy will be assigned and delegated to the other company.
- 6. To perform tasks for us or in connection with our business, as determined by us. We may use third parties to help operate the Services and perform other aspects of the Services. You agree we may share your Personal Data with our Affiliates and other third parties that provide services to us in connection with our business (such as website or database hosting companies, address list hosting companies, email service providers, analytics companies, distribution companies, and other similar service providers that use such

information on our behalf). Unless otherwise stated, these third parties do not have any right to use the Personal Data we provide to them beyond what is necessary for them to assist us, as determined by us.

4. Your Choices.

- Any information, Personal Data, or Content that you voluntarily disclose for Transmitting to the Services
 becomes available to other Users and/or the public. Once you have Transmitted Content, that Content may
 be re-shared by Users and others.
- 2. The Services may allow you to use the Services or your Social Media Profiles to share Location Data with other Users, a Linked Site, or other third parties. If you use such functionality of the Services, then you should use caution when determining to whom you want to make your Location Data available. If you choose to Transmit your Location Data on third party Social Media Profiles, then, depending on the privacy settings of your Social Media Profiles, it is possible that persons in addition to those to whom you intended to view your Location Data could have access to such information. Accordingly, you should use caution when sharing Location Data via third party Social Media Profiles and you should carefully review the privacy practices of such Social Media Profiles.
- 3. Any Content that you Transmit is searchable by other Users and may be viewable to third parties. We make every effort to prevent undesired disclosure of Content or Personal Data. However, we are not responsible for how others may use Content or Personal Data that is disclosed by you to Users or third parties using our Services.
- 4. If you remove information, Personal Data, or Content that you Transmit to the Services, copies may remain viewable in cached and archived pages of the Services, or if other Users or third parties copied or saved that information.
- 5. You may opt out of targeted advertisements from some third party companies by visiting the Network Advertising Initiative or Digital Advertising Alliance Consumer Choice Page, which provide simple ways to opt out of ad targeting from participating third party companies. When you opt out, your selection will be stored in a cookie that is specific to your Device or computer and the web browser you are using. The opt out cookie has an expiration date of five years. If you delete the cookies on your computer or Device, you will need to opt out again.
- 6. We will contact you from time to time for marketing purposes. Unless you have opted out, this could include contacting you by phone or email. You may opt-out of receiving marketing communications from us by the following means:
 - contacting us at Info@Pacc0.com
 - following the instructions communication.

- by mailing the request to us at Pacco LLC, Info@Pacc0.com.
- 7. 5. Security of Your Personal Information.
- 8. We exercise reasonable care and prudence in protecting the security of Personal Data provided to us. We carefully protect your data from loss, misuse, unauthorized access or disclosure, alteration, or destruction. Specifically, our Payment Processor uses the Secured Socket Layer ('SSL') encryption when collecting, storing, or transferring sensitive data. Personal Data is stored in password-controlled servers with limited access. However, you have a significant role in Account security. Someone may see or edit your Personal Data if that person gains access to your username and password, so do not share these with others. WE TAKE THESE PRECAUTIONS IN AN EFFORT TO PROTECT YOUR INFORMATION AGAINST SECURITY BREACHES. HOWEVER, THIS IS NOT A GUARANTEE THAT SUCH INFORMATION MAY NOT BE ACCESSED, DISCLOSED, ALTERED, OR DESTROYED BY BREACH OF SUCH FIREWALLS AND SECURE SERVER SOFTWARE. BY USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU UNDERSTAND AND AGREE TO ASSUME THESE RISKS. 6. Your Account Users may review and update Personal Data by logging into their Account. If your Account is terminated by you or us, we will remove your name and other Personal Data from our publicly viewable database. If you close your Account, we have no obligation to retain your information, and may delete any or all of your Account information without liability. However, we may retain Content related to you for any reason we determine. We may also retain and use your Content if necessary to provide Services to other Users. We disclaim any liability in relation to the deletion or retention (subject to the terms of this Policy) of Content or

7. Tracking Technology.

any obligation not to delete the Content.

1. We and other third parties with whom we may partner may use cookies, clear GIFs (also known as 'web beacons'), or local shared objects (sometimes called 'flash cookies') to help personalize the Services. A cookie is a text file that is placed on your computer or other device by a server. Cookies cannot be used to run programs or deliver viruses to your computer or other device. Cookies are uniquely assigned to you, and can only be read by the server that issued the cookie to you. A clear GIF is typically a transparent graphic image (usually 1 pixel by 1 pixel in size) that is used in conjunction with the Services, which allows us or third parties with whom we may partner to measure the actions of Users who interact with the portion of the Services that contain the clear GIF. We and other third parties use clear GIFs to measure traffic and related browsing behavior, and to improve your experience when using the Services. We and other

third parties may also use customized links or other similar technologies to track hyperlinks that you click, and associate that information with your Personal Data in order to provide you with more focused communications. You have the ability to accept or decline cookies and Clear GIFs may be unusable if you elect to reject cookies. Most web browsers automatically accept cookies, but you can usually modify the settings to decline cookies if you prefer. If you choose to decline cookies, you may not be able to fully experience the interactive features of the Services.

- 2. 'Do Not Track' is a webpage standard that is currently under development. As it is not yet finalized, we adhere to the standards set out in this Policy, and we will do our best to honor a 'Do Not Track' but shall have no obligation to do so. Further, you understand and agree that we shall not be liable for and you expressly release, indemnify, hold harmless, and defend us from any claims you may have related to our inability to honor a 'Do Not Track' request.
 - 8. Compliance with the Children's Online Privacy Protection Act.

We recognize the need to provide further privacy protections with respect to Personal Data we may collect from Children who use our Services. For that reason, we make every effort to comply with the regulations of the Children's Online Privacy Protection Act of 1998 (at 15 USC § 6501–6506). We never collect or maintain Personal Data through the Services from those we actually know are under thirteen (13), and no part of the Services are structured to attract anyone under thirteen (13). We expressly disclaim, and you expressly release us from, any and all liability whatsoever for any controversies, claims, suits, injuries, harm, loss, penalties, damages, arising from and/or in any way related to any misrepresentations regarding the age of any User. We reserve the right to suspend and/or terminate with or without notice the Account of User who we believe has provided false information when registering for and/or using the Services and each User agrees to make no further use of the Services after termination and/or during suspension.

9. Linked Sites

The Services and/or third parties may provide links to Linked Sites and data provided by third parties. However, we are not responsible for the privacy practices employed by Linked Sites, nor are we responsible for the information or materials that third party data contains. This Policy applies solely to information collected by us through the Services; thus when you use a link to go from the Services to a Linked Site, this Policy is no longer in effect. We encourage Users to read the privacy policies of Linked Sites before proceeding to use them. When you conduct e-commerce with a Linked Site, certain Personal Data may be collected by the Linked Site and made available to us.

10. Ad Revenue.

The Services may display advertisements operated by us, our Affiliates, and/or third parties. Some of the advertisements we display are targeted to you based on your online behavior and your click habits and we may receive compensation based on your clicks.

11. Changes to our Policy Miscellaneous.

We reserve the right to change this Policy, our Terms of Service, and our other Polices at any time. We will notify you about changes to this Policy by placing the updated Policy on the Services. You agree that your use of the Services after such notification will constitute acceptance by you of such changes to our Policy. This Policy is and any disputes in connection with this Policy are subject to our Terms of Service and our other Policies which are each hereby incorporated herein by reference. In the event of any conflict between the provisions of this Policy and our Terms of Service, our Terms of Service shall control.

12. Questions or Comments Regarding this Policy.

We value your comments and opinions. If you have questions, comments or a complaint about compliance with this Policy, you may send a written notice to us at: Info@Pacc0.com or Pacco LLC at 45662 Terminal Dr. Suite 100, Sterling VA 20166