

Trip Ship, LLC

Please scroll to read the entire document before accepting.

Terms & Conditions

Effective: May 6, 2022

These Terms and Conditions (“Terms“) set forth the terms and conditions Trip Ship, LLC, an Oklahoma Company (“Trip Ship“) requires you to accept if you want to download, install, access or use the TripShip platform (“Platform“) via our website at www.GoTripShip.com (“Website“) and/or via any associated application or API (“App“) in order to receive Delivery Services from, or perform Delivery Services for, other Users of the Platform. These Terms whether stated or otherwise referenced herein constitute a legal agreement between you and TripShip. By using or accessing the TripShip Platform in any manner, including downloading, installing or using any App, or receiving or performing any Delivery Services, you hereby expressly acknowledge and agree to be bound by these Terms, and any future amendments and additions to these Terms as published from time to time at our Website at www.GoTripShip.com/Terms or on the App. Upon accessing or using the TripShip Platform, or receiving or performing Delivery Services you become a “User“ of TripShip’s Platform, whether as a “Driver“ or a “Sender“, as further described herein.

These Terms expressly include the Drivers Agreement and Senders Agreement which can be found at the bottom of these Terms, and which are incorporated into these Terms by this reference. These Agreements set forth the specific obligations you must agree to in order to use the Platform as a Driver or a Sender and you agree to be bound by the applicable Agreement upon accepting these Terms.

You may only access the Platform using the Website, an App or other specifically authorized means. It is your responsibility to check to ensure you download the correct App for your mobile, tablet, computer or similar device (“Device“). TripShip is not liable if you do not have a compatible Device or if you have downloaded the wrong version of the App for your Device. TripShip reserves the right to deactivate your account and your ability to use our Platform if you access the Platform with the wrong version of the App or an incompatible or unauthorized Device.

TripShip reserves the right to modify the terms and conditions of these Terms or any of its policies relating to our Platform or the accessing of Delivery Services by our Users thereon at any time, effective upon posting of an updated version of

the Terms on our Website www.GoTripShip.com and on our App. You are responsible for regularly reviewing these places for any updates to the Terms. Use of our Platform after any updates to these Terms shall constitute your consent to all such changes made to the Terms in such update and your affirmation of your agreement to the updated Terms as a whole.

OUR SERVICES UNITE DRIVERS (Trippers) AND SENDERS (Shippers)

Our Platform makes possible a connection between those individuals and/or businesses (“Senders”) that want to contract with someone to pick-up, carry and/or deliver personal property and goods (“Delivery Services”) and those individuals and/or businesses seeking to perform the Delivery Services (“Drivers”). The performance of Delivery Services by a Driver, the time period in which these Delivery Services are performed by a Driver, as well as the item(s) of personal property and goods being picked-up, carried and/or delivered by a Driver, are collectively referred to as a “Trip”. Drivers and Senders together are referred to as “Users” of our Platform.

Our Platform connects third party Drivers who want to deliver Trips for third party Senders, and gives those Senders a way to find those Drivers and schedule their Trips. Drivers are self-employed individuals and independent contractors who choose to perform Delivery Services for Senders posting Trips on our Platform. At no time does TripShip control whether or when a Sender posts a particular Trip, or whether or when a Driver chooses to offer for a particular Trip. Agreeing to perform Delivery Services for Senders through the TripShip Platform does not preclude a Driver from providing Delivery Services, or any other types of services, under another platform or for other persons simultaneously.

TripShip IS A LOGISTICS MANAGEMENT PLATFORM AND DOES NOT PROVIDE TRANSPORTATION SERVICES. WE ARE NOT A TRANSPORTATION CARRIER. IT IS THE DRIVER’S SOLE DECISION WHETHER TO OFFER FOR AND PROVIDE THE DELIVERY SERVICES REQUESTED BY A SENDER.

Our Platform enables connections between our Users to contract for Trips; however TripShip has no control over and is not responsible for the performance, actions or inactions of any User, whether associated with the use of our Platform or the receiving or providing the Delivery Services via our Platform, in public, private, or offline interactions, or otherwise. That’s why we rely on YOU, our Users, to follow some rules to keep the TripShip community safe, friendly and helpful for all!

User Representations and Warranties

Most importantly, all Users need to know that every time you access or use the Platform or receive or perform Delivery Services through the Platform, you expressly agree, represent and warrant that, **at the time of each such access or use:**

- You are legally entitled to and have the right, authority and capacity to enter into the agreements set forth in these Terms and to fulfill your obligations hereunder.
- Your use of the Platform is for your sole, personal use and you will not resell to a third party.
- You are at least 18 years of age or such older age as may be required in a State or other jurisdiction that restricts the ability to enter into agreements due to age. If you are not the required age you must not use the Platform and you may not perform Delivery Services.
- You will only create one User account.
- If you are not the required age you must not use the Platform and you may not perform Delivery Services.
- You will keep secure and confidential your User account password or any identification we provide you which allows access to our Platform.
- You will provide TripShip with such proof of identity we reasonably request and will not impersonate any person or entity, or falsify or otherwise misrepresent yourself or your affiliation (actively or by omission) with any person or entity, including TripShip. Drivers must use a true facial picture in their profile when creating a TripShip account.
- You will not represent yourself to be an agent, subcontractor, representative, employee or affiliate of TripShip.
- You will only access and use the Platform and receive or perform Delivery Services for lawful purposes and in accordance with all applicable laws and regulations.
- You will not access or use the Platform, or receive or perform Delivery Services for shipping, sending or storing any unlawful material, for fraudulent purposes, for promoting or encouraging any illegal activity, or for committing or assisting in the commission of a crime.
- You will keep in confidence and shall not disclose, or use for the benefit of others, any and all third parties' confidential, proprietary, or personally identifiable and/or personal health information including that of TripShip personnel, or any Sender (or their personnel), Driver (or their personnel), Trip recipient (or their personnel), or other Users of the platform and of which you may become aware as a User, except as necessary to carry out and perform under these Terms.
- You will not collect or store any information about any TripShip personnel, or any Sender (or their personnel), Driver (or their personnel), Trip recipient (or their personnel), or other Users of the platform.
- You will not contact any TripShip personnel, or any Sender (or their personnel), Driver (or their personnel), Trip recipient (or their personnel), or other User directly or outside of the Platform. You shall not contact any Sender (or their personnel), Driver (or their personnel), Trip recipient (or their personnel), or other Users directly once the Trip is complete.
- You will not contact any TripShip personnel for any personal reason that does not involve your use of the platform.

- You will not stalk, intimidate, threaten or otherwise harass or cause physical or mental distress to any third party, including TripShip personnel, or any Sender (or their personnel), Driver (or their personnel), Trip recipient (or their personnel), or other Users of the platform and the general public.
- You will not copy, or distribute text, graphics, images, music, software, audio, video, information or other like materials related to our Website, Platform or App (“Content”) without written permission from TripShip.
- You will not access or use our Platform or receive or perform Delivery Services in any way that could cause nuisance, annoyance, and inconvenience or could interfere with or negatively affect other Users from fully using or enjoying the Platform or receiving or performing Delivery Services.
- You will not infringe the rights of any third party (including other Users and TripShip) and including, intellectual property, privacy, publicity or contractual rights.
- You will not discriminate against someone based on traits such as age, color, disability, gender identity, marital status, national origin, race, religion, sex, or sexual orientation.
- You will not assist any third-party in any of the above.

**ALL CONTACT BETWEEN USERS SHOULD END WHEN THE Trip IS COMPLETE.
TEXTING, CALLING, VISITING, OR TRYING TO VISIT SOMEONE IN PERSON AFTER THE Trip HAS BEEN COMPLETED IS NOT ALLOWED.
YOU SHOULD IMMEDIATELY ALERT TripShip IF ANOTHER USER CONTACTS YOU FOR ANY REASON OTHER THAN YOUR Trip.**

Keeping the TripShip Community safe, friendly and helpful for all means that all Users of our Platform have a responsibility to treat each other with respect and dignity. That is why TripShip strictly enforces its Non-Discrimination and Respect Others Policies as set forth below.

TripShip Non-Discrimination Policy

TripShip and its affiliates prohibit discrimination against any User or other third party based on race, religion, national origin, disability, sexual orientation, sex, marital status, gender identity, age or any other characteristic protected under applicable law. TripShip wants all of our Users to feel safe and welcome and we do not tolerate any conduct that we determine to be discriminatory.

Such discrimination includes, but is not limited to, intentionally refusing or canceling Trips solely for the purpose of avoiding a particular neighborhood due to the characteristics of the people or businesses that are located in that area or

because you are uncomfortable with certain persons based on traits such as age, color, disability, gender identity, marital status, national origin, race, religion, sex, or sexual orientation.

TripShip Respect Others Policy

TripShip prohibits all Users from displaying any aggressive, confrontational, intimidating, threatening or harassing behavior toward others, including without limitation:

- Hitting, hurting, or intending to hurt any person or animal, or threatening to do the same. Using language or making gestures that could be disrespectful, harassing or threatening.
- Sexual assault or sexual harassment or misconduct of any kind. Assault includes any intentional bodily contact made without explicit consent of the other person, and sexual harassment and misconduct, includes without limitation unconsented to advances, behaviors and remarks like nudging, whistling, winking or flirting, discussing your own or someone else's sex life, using explicit language, or making jokes about sex.
- Disrespecting personal space and/or privacy, like standing unnecessarily close, or commenting on personal appearance, perceived gender identity, or sexual orientation, or asking unrelated personal questions.

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

Consumer Report and/or Investigative Consumer Reports

After a Driver forms an account on the TripShip App and is conditionally granted the right to access and use the TripShip App TripShip will obtain your consumer report and/or investigative consumer report from a third-party Credit Reporting Agency ("CRA"). During registration as a Driver, you are required to provide a valid driver's license and Social Security Number, and your written consent to TripShip obtaining your consumer report and/or investigative consumer report at that time, prior to allowing you to perform Trips, and/or at any time thereafter, as and when determined in our sole discretion, and without any additional consent from you, as may be allowed pursuant to applicable law. The consumer report and/or investigative consumer report does not include a credit check.

In order to be eligible to perform certain Trips and to help protect against theft and fraud, Drivers may be asked to submit additional personal information to verify their identity, including biometric information or identifiers such as a selfie, scan of their driver's license and/or other government ID or photo, scan of their face, facial patterns, fingerprints, and voice or typing cadence ("biometric data").

TripShip uses various third party technology, tools and services to collect your personal information and biometric data from you. For more information on how your personal information and biometric data are used and disclosed, please see our Privacy Policy at <https://www.GoTripShip.com/Privacy>

ALL USERS ACKNOWLEDGE AND AGREE THAT BY ACCESSING AND USING OUR PLATFORM TO RECEIVE OR PERFORM DELIVERY SERVICES, THEY MAY BE EXPOSED TO UNKNOWN THIRD-PARTIES AND CONTENTS IN

TripS THAT MAY BE OR ARE POTENTIALLY DANGEROUS, OFFENSIVE, HARMFUL, UNSAFE OR OTHERWISE OBJECTIONABLE.

Related FAQ:

[What does a consumer report and/or investigative consumer report include?](#)

[What if my consumer report and/or investigative consumer report is inaccurate or incomplete?](#)

[Why do I have to take a photo of my ID and take a selfie during sign up?](#)

[How does TripShip use, disclose, secure and/or store my biometric data and personal information?](#)

Driver's Responsibilities

Generally

It is every Driver's duty and obligation to know and comply with these Terms and the Drivers Agreement found here: <https://www.GoTripShip.com/GoTripShip-drivers-agreement>

contained herein and all applicable federal and state laws relating to the items included in any Trip they offer to perform.

Permits, Auto Insurance and Health Insurance

Because Drivers act as their own employer in providing Delivery Services via the TripShip Platform, TripShip does not, and has no responsibility to, provide or pay for any permit, license or insurance a Driver may need or that may be advisable, to perform Delivery Services via the TripShip Platform. Many states require a Driver to have permits and/or licenses to carry certain Trips. Additionally, many insurance companies will require a Driver to have some level of commercial insurance if using a personal vehicle for business purposes and all Drivers should be aware that their standard automobile liability insurance may not provide them coverage while they are engaged in performing a Trip or while or logged into the App.

TripShip does not provide health insurance, or any other compensation to Drivers if they are hurt or injured while performing a Trip and TripShip does not carry workers' compensation insurance for any Driver unless specifically required by State law. For these reasons, all Drivers are required to have adequate health insurance prior to performing a Trip. Only you can know if you are physically capable of handling a Trip you agree to deliver and TripShip is not liable to you for any costs or damages you may suffer if you are hurt or injured while performing a Trip. At all times you are solely responsible for the costs of any medical care you may require due to any such injury.

It is a Drivers' responsibility to know what auto insurance, health insurance, licenses and permits are required or recommended and to procure the same prior to offering on Trips. A Driver must have valid auto insurance in such amounts as required by State Law and its insurer to cover Driver's performance of Trips through the TripShip Platform PRIOR to offering on Trips. A Driver will not be allowed to deliver Trips and will be removed from the Platform if the Driver does not have auto insurance coverage in at least the minimum amounts required by the State in which the Driver

provides Delivery Services. A Driver must carry proof of all required auto insurance coverage at all times while performing Trips and must provide the same to TripShip and/or other authorities and officials upon request.

A DRIVER MUST HAVE THE REQUIRED INSURANCE, LICENSES AND PERMITS TO CARRY ALL ITEMS CONTAINED IN Trip.

ALL DRIVERS SHOULD CHECK WITH PROFESSIONALS TO ENSURE THAT YOU HAVE THE REQUIRED INSURANCE, LICENSES AND PERMITS BEFORE YOU OFFER FOR A Trip.

TripShip HAS NO RESPONSIBILITY OR LIABILITY FOR ANY DRIVER OR SENDER NOT HAVING THE PROPER AUTHORITY, PERMITS, LICENSES OR INSURANCE TO ENTER INTO THE TRANSACTIONS AGREED UPON ON THE PLATFORM.

Confidential Information

During the performance of Trips, Drivers will have access to the “Confidential Information” of many third parties, including without limitation, the Confidential Information of TripShip, Senders, and/or Trip recipients. “Confidential Information” means all information, whether oral, written, contained on electronic media or otherwise, to which a Driver is given or has access to, or is made available to the Driver in connection with the performance of Trips, including without limitation names, addresses, telephone numbers and other information which may be used to specifically identify a person (“PII” or “Personally Identifiable Information”), and health information protected under the Health Insurance Portability and Accountability Act (“HIPPA” and “Protected Health Information”).

Confidential Information shall include, without limitation, all information regarding TripShip’s personnel or customer information of TripShip, Senders and/or Trip recipients of which a Driver becomes aware.

TripShip and Drivers have special obligations with respect to the protection of Personally Identifiable Information and Protected Health Information and a Driver is responsible for both knowing those obligations and complying with the same. Failure to meet these obligations will result in the Driver’s permanent removal from the TripShip Platform and the Driver shall be prosecuted to the fullest extent of the law.

Personally Identifiable Information: Personally Identifiable Information (PII) refers to information that can be used to distinguish or trace an individual’s identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual. It is important to recognize that non-PII can become PII whenever additional information is made available — in any medium and from any source — that, when combined with other available information, could be used to identify an individual. TripShip and Drivers are under a strict obligation not to use or disclose PII except as necessary to perform and deliver Trips.

Protected Health Information: If a Driver delivers Trips containing prescriptions, medicines or other medical documents, the Driver may have access to Protected Health Information. While Senders should not be making Protected Health

Information accessible to Drivers, if such information is accessed inadvertently, Drivers are under a strict obligation not to use or disclose it in any manner.

BY USING THE TripShip PLATFORM TO RECEIVE OR PERFORM DELIVERY SERVICES YOU MAY AND/OR WILL GAIN KNOWLEDGE OF THIRD PARTIES' CONFIDENTIAL, PROPRIETARY, PERSONALLY IDENTIFIABLE AND/OR PROTECTED HEALTH INFORMATION.

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOU, AS A USER OF THE TripShip PLATFORM ARE SUBJECT TO A STRICT DUTY TO MAINTAIN THE ABSOLUTE CONFIDENTIALITY OF ALL SUCH CONFIDENTIAL AND PERSONAL INFORMATION AND YOU UNDERSTAND THAT UNDER NO CIRCUMSTANCES MAY YOU DISCLOSE SUCH INFORMATION TO ANY OTHER PERSON OR USE SUCH INFORMATION FOR ANY OTHER REASON THAN TO RECEIVE OR PERFORM DELIVERY SERVICES VIA THE TripShip PLATFORM.

Driver Teams and Driver Personnel

To the extent permitted by law and subject to these Terms, Drivers may work in teams ("Driver Teams") and/or may hire or engage others as employees or subcontractors (collectively "Driver Personnel") to perform all or some of the Delivery Services to be provided by the Driver, provided all Driver Team members and all Driver Personnel are registered and have formed an account on the TripShip Platform and meet all requirements applicable to Drivers contained in the Terms including, presenting, or agreeing to TripShip obtaining, their consumer report and/or investigative consumer report, and agreeing to these Terms and Drivers agreement, prior to Driver using such Driver Personnel to perform Delivery Services on Driver's behalf.

To the extent a Drivers work in a Driver Team, all Drivers in such Team shall be jointly and severally liable for all obligations and liabilities arising from acts and omissions of the Driver Team in performing the Delivery Services. To the extent that a Driver provides Delivery Services using Driver Personnel, Driver shall be solely responsible for the direction and control of the Personnel it uses in the performance of Delivery Services, and solely liable for all obligations and liabilities arising from acts and omissions of Driver Personnel in performing the Delivery Services, as if Driver was performing such Delivery Services herself. Driver also assumes full and sole responsibility for the payment of all amounts due to their Personnel for any work performed under these Terms, including all wages, benefits and expenses, if any, and for all required state and federal income tax withholdings, unemployment insurance contributions, and social security taxes.

The Drivers Agreement provides more details regarding a Driver's responsibilities and obligations with respect to the use of Driver Personnel.

SENDER RESPONSIBILITIES

General

It is every Sender's duty and obligation to know and comply with the restrictions contained herein and all applicable federal and state laws relating to the items included their Trip. Senders have the responsibility to package items appropriately based on level of risk, fragility and other factors specific to the individual item. TripShip is not liable for loss or damage to any Trip if it is not properly packed to withstand transport, or to ensure the safety and integrity of the item or in compliance with all applicable laws. Sender will be fully responsible for all liabilities arising from Sender's failure to comply with these Terms, or all applicable laws with respect to the inclusion of specific items contained in a Trip.

Limitations on Trip Contents

Prohibited Items: Senders may not and each Sender agrees they will not request delivery of Trips that include any Prohibited Item listed below:

- People
- Anything illegal including, without limitation, recreational drugs and other contraband.
- Any "Hazardous Material" as defined in CFR, Title 49, in any quantity, including compressed gases such as propane, CO2 (carbon dioxide) and O2 (oxygen).
- Any Hazardous Waste, defined as a "solid waste" that meets any of the criteria of the hazardous waste as described in 40 C.F.R. § 261.3.
- Cremated remains, human remains, fetal remains, human body parts, or components thereof.
- Firearms or weapons of any kind, any firearm or weapon parts, or ammunition in any amount.
- Devices containing gunpowder and other combustible chemicals that explode to produce visual and audible effects when ignited ("Fireworks"), including common Fireworks and display Fireworks.
- Replica or inert explosives or weapons that bear an appearance to actual explosives or weapons.
- Gun Safes: Upright, fire rated, regardless of weight.
- No item being transported or shipped by or on behalf of any governmental authority.

Special Items: Only certain Senders who have entered into a separate agreement with TripShip may send the "Special Items" listed below. These Senders are required to disclose each such Special Item when setting up the Trip and must fully comply with the terms of their agreement with TripShip, as well as all applicable laws and regulations with respect to such Special Items:

- Beer, wine, spirits and other alcohol and liquor Products ("**Alcohol Products**") and traditional cigarettes, cigars and other any product made or derived from tobacco that is intended for human consumption, and E-cigarettes, vape pens, tank systems and other electronic nicotine delivery systems (collectively "**Tobacco and ENDS Products**")

any other product regulated and controlled by the United States Alcohol and Tobacco Tax and Trade Bureau (TTB). A Sender may send Alcohol Products and/or Tobacco and ENDS Products without a separate agreement with TripShip only if the items are checked in airline baggage (complying with all TSA regulations for the transport on airplanes of the same).

- Hemp, industrial hemp, and/or marijuana, whether or not legal.
- Firearms or weapons of any kind, any firearm or weapon parts, or ammunition in any amount. A Sender may send firearms, weapons, firearm or weapon parts, or ammunition without a separate agreement with TripShip only if the items are checked in airline baggage (complying with all TSA regulations for the transport on airplanes of the same) or if the items have been paid for and are being delivered to a person who is 21 years of age or older.
- Common fireworks. A Sender may send Alcohol Products and/or Tobacco and ENDS Products without a separate agreement with TripShip only if the items are checked in airline baggage (complying with all TSA regulations for the transport on airplanes of the same).
- Replica or inert explosives or weapons that bear an appearance to actual explosives or weapons. A Sender may send replica or inert explosives or weapons without a separate agreement with TripShip only if the items are checked in airline baggage (complying with all TSA regulations for the transport on airplanes of the same) or if the items have been paid for and are being delivered to a person who is 21 years of age or older.
- “Hazardous Material”, categorized as limited or excepted quantities as defined in 49 F.R., including compressed gases such as propane, CO₂ (carbon dioxide) and O₂ (oxygen).
- Prescription drugs and medicines or regulated over the counter medicine.
- Cremated remains, human remains, fetal remains, human body parts, or components. A Sender may send cremated remains, human remains, fetal remains, human body parts, or components without a separate agreement with TripShip only if the items are checked in airline baggage (complying with all TSA regulations for the transport on airplanes of the same).

Cigarettes, Tobacco Products, Wine, Beer or other Alcoholic Beverages: Other details regarding the delivery of cigarettes, tobacco products, wine, beer or other alcoholic beverages can be found in our [FAQ](#).

Firearms and Weapons: Senders are responsible for ensuring that all firearms, weapons, firearm parts, weapon parts, or ammunition in a Trip are secured in a locked container prior to being handed to the Driver and the Driver shall place the container in the trunk of the vehicle for the duration of the Trip. For other rules and regulations regarding the transport of firearms, weapons, firearm or weapon parts, or ammunition, please click on the following links:

<https://www.tsa.gov/travel/transporting-firearms-and-ammunition>

Hazardous Materials (“HAZMAT”): HAZMAT may be sent only in small or excepted quantities as defined in 49 CFR A major problem for most folks is recognizing HAZMAT that may include common household items such as compressed gases (propane, CO₂, O₂), alcohol, or seemingly benign items like dry ice (solid carbon dioxide or CO₂). Senders have

the responsibility to ensure that, all HAZMAT is properly packaged, labeled, marked, identified and certified in compliance with applicable legal requirements, including having proper shipping papers with emergency response information, an emergency contact telephone number.

Prior to posting or offering on any Trips containing HAZMAT in any form, all Senders have the responsibility to know the complete listings or tables of HAZMATs before including them in a Trip. General information can be found at the US Department of Transportation Pipeline and Hazardous Materials Safety Administration (PHMSA) Hazardous Materials Safety FAQs found at:

<https://www.phmsa.dot.gov/about-phmsa/hazardous-materials-safety-faqs>

TripShip is not responsible for the contents or loss of any Prohibited Item or any undisclosed Special Item. TripShip reserves the right to dispose of any TripShip Prohibited Item in its sole discretion and reserves all rights to instruct its Drivers on how to dispose of any TripShip Prohibited Item, including delivery to the proper authorities.

TripShip HAS AND TAKES NO RESPONSIBILITY OR LIABILITY FOR THE INCLUSION OF ANY PROHIBITED ITEMS IN ANY Trip OR SENDER'S FAILURE TO COMPLY WITH ALL APPLICABLE LAWS.

Packaging

Sender Open Box Policy: TripShip encourages the use of minimal packaging both to help our environment and so our Drivers know what they are taking along on their ride. When packaging is required or desired, TripShip supports and strongly encourages its Drivers and Senders to always use an Open Box Policy. TripShip's Open Box Policy means our Senders should always leave packaging open so that a Driver may inspect the contents before leaving with the Trip. If a Sender doesn't leave the packaging open, a Driver always has the right to require a Sender to open packaging to inspect items before leaving with the Trip.

Senders should know that a Driver is NEVER under an obligation to take or bring anything that the Driver has not been given the right to inspect as described and limited above and can always cancel the Trip without penalty if a Sender does not allow inspection or gives a hard time about the Driver asking to inspect the Trip.

Packing Your Trips Generally: Senders have the responsibility to package items appropriately based on level of risk, fragility and other factors specific to the individual item, as determined by the Sender. TripShip cannot know what packaging is necessary for any item you send. Please use your common sense when packing your Trip as TripShip is not liable for loss or damage to any Trip if it is not properly packed to withstand transport, or to ensure the safety and integrity of the item or in compliance with all applicable laws.

TripShip PROTECTION PLAN

TripShip wants you to feel confident that your Trip is in good hands. With no extra fee, the TripShip Protection Plan provides Senders with protection against loss, damage or theft to items in your Trip, up to \$100.00 * of protection per Trip.

Additional Protection

Is available for purchase through TripShip's partnership with UPS Capital, up to \$10,000* per Trip. ****Exceptions and limitations apply, please read full policy before purchasing any Additional Protection.***

For the full terms of the TripShip Protection Plan and how to File a Claim, visit [TripShipProtectionPlan](#)

CANCELATIONS AND NO-SHOWS

Cancelation by Senders

If a Sender needs or wants to cancel a Trip, please cancel the request as soon as possible. This will notify the Driver and free them up to accept other Trips from other Senders. To cancel a Trip, tap Cancel on the Trip Details screen within the TripShip App, or call Customer Support at 1-888-468-7471.

What Happens When a Sender Cancels or is a No Show? TripShip will charge a Sender \$10 for each canceled Trip and/or each no-show. A Trip is deemed canceled if the Sender cancels the Trip once a Driver is already on his way to fulfill the Trip ("Cancelation"). A Sender will be considered a no-show if the Sender drop offs the Trip at the designated pick-up or drop-off location (1) more than 15 minutes after the agreed pick-up/drop-off time without calling, messaging or otherwise contacting the Driver through the Platform, or (2) more than 30 minutes after the agreed pick-up/drop-off time, whether or not Sender has contacted the Driver ("No-Show"). If either a Sender Cancelation or No-Show occurs, a \$10 cancelation fee is automatically charged to the Sender's account.

A Sender will not be charged a cancelation fee if they cancel a Trip due to a Driver's No-Show, or Cancelation or if they cannot contact a Driver during the performance of their Trip.

Cancelation by Drivers

If a Driver needs or wants to cancel a Trip, please cancel the Trip as soon as possible. This will notify the Sender and allow another Driver to accept the Trip. To cancel a Trip, tap Cancel on the Trip Details screen within the TripShip App, or call Customer Support at 1-888-GO-TRIP1

ACTIONS LEADING TO TEMPORARY LOCKS AND/OR PERMANENT DEACTIVATION OF ACCOUNTS

Generally

Without limiting any other of its remedies at law or in equity, TripShip may temporarily lock and/or permanently deactivate your TripShip account and access to the Platform and eliminate your ability to offer to perform Delivery Services if:

- you breach, are suspected of breaching, or are alleged to have breached these Terms or the Terms or any Driver or Sender Agreement to which you are subject or any of TripShip's other terms or policies governing a User's use of the Platform;
- we are unable to verify or authenticate any information you provide to us;

- we believe that your actions may cause financial loss or legal liability for you, our Users or TripShip, its affiliates, or third party providers; we believe you may subject TripShip or you or any other User to regulation by any state or local government or regulatory agency;
- we suspect or it has been alleged that you have engaged in fraudulent, illegal or harmful activity in connection with your use or access of the TripShip Platform or App, or in connection with your receiving or providing Delivery Services or you or your account is the subject of an investigation of alleged or suspected fraudulent, illegal or harmful activity; or
- Prohibited Items are discovered in your Trip.

Other Actions Leading to Locked or Deactivated Accounts

Cancelations and No Shows: TripShip may temporarily lock your account after your second Cancelation or No Show and may permanently deactivate your account upon your third Cancelation or No Show.

Negative Ratings: TripShip may temporarily lock or permanently deactivate a Driver's account if the Driver's overall rating falls below 4-stars.

Claims for Damage, Loss or Theft of Items in Trips By a Sender or Recipient: : TripShip may temporarily lock a Sender's account upon receiving notice that items in your Trip are missing or damaged. The Sender's account will remain locked during the investigation of such claim. All Drivers and Senders are liable for loss, theft or damage to items in a Trip caused by such Driver or Sender and if either is found to be liable for the claim, TripShip may permanently deactivate the account of the Driver or Sender.

Claims for Damage, Loss or Theft of Items in Trips By a Driver: TripShip will temporarily lock a Driver's account upon receiving notice that items in your Trip are missing or damaged. The Driver's account will remain locked during the investigation of such claim. If a Driver is found to have caused the claim, TripShip may permanently deactivate the Driver's account.

Theft: Any Driver, Sender or recipient who steals any items in a Trip will be permanently deactivated immediately and prosecuted to the fullest extent of the law.

Loss of Items in Trips: TripShip will temporarily lock a Driver's account if your Trip is subject to a claim of "shortages" or "mysterious disappearances" during the investigation of such claim. If a User is found to be liable for the claim, TripShip may permanently deactivate the User's account. Additionally, TripShip may permanently deactivate the account of a Driver if the Driver completes 2 or more Trips with "shortages"; or if a Driver has 2 or more "mysterious disappearances" of an item in a Trip.

Inactive Accounts: TripShip reserves the right to permanently deactivate any User's account that has been "inactive" for 60 days or more. If a Driver has not offered on a Trip within the past 60 days, such Driver is deemed to be inactive.

Reactivation of Temporarily Locked Accounts: TripShip may reactivate any Driver or Sender account temporarily locked after investigation by TripShip in its sole discretion.

Appeal Process

TripShip may temporarily lock a User's account while investigating any incident or action that could lead to TripShip permanently deactivating the User's account. The User's account may be locked for such time as TripShip determines is necessary to complete its investigation, in its sole discretion.

TripShip does not make the decision to permanently deactivate a Driver's account without a complete investigation. But we also understand that sometimes there may be extenuating circumstances of which TripShip may not be aware.

Therefore, in many instances we allow a Driver to appeal TripShip's decision to permanently deactivate their account.

Certain deactivation decisions, especially those related to zero tolerance violations, are not eligible for appeal. For example, we will not accept appeals for deactivation related to criminal activity while on the App, including fraud, theft or reckless driving. Likewise, we will not accept appeals related to harassment, verbal slurs or profanity directed to any individual, or physical or sexual altercations.

Otherwise the majority of deactivation decisions will be eligible for appeal. Because it is impossible to anticipate the full range of reasons that could result in the deactivation of a Driver's account, ultimate determination of eligibility will be made by TripShip on a case-by-case basis. A Driver will be allowed only one appeal. All appeal decisions made by TripShip are final and not subject to further appeal.

You can find the full details of TripShip's appeal process in the email you received notifying you of the deactivation of your account. If you believe your deactivation is eligible for an appeal, please submit your appeal by following the instructions in your deactivation email.

Should you have any questions about the appeals process please email us at appeals@GoTripShip.com

Related FAQ:

How do I file an Appeal? <https://support.TripShip.com/hc/en-us/articles/360054436691-How-do-I-file-an-Appeal-Deactivated-Accounts>

If your account is permanently deactivated, your account information will be deleted and you will be removed from the TripShip Platform. Permanent deactivation will cause you to lose your user name and persona as well as any privileges, badges or other earned items. If your account was not deactivated for cause, you may open a new account on the Platform. It will be considered a material breach of these Terms if a User who has been deactivated for cause, opens a new account on the Platform and such new account will be deactivated without notice upon discovery. TripShip is under no obligation to compensate any User for any losses as a result of a User's deactivation.

ALL TripShip ACTIONS TAKEN WITH RESPECT TO THE TEMPORARY LOCK AND/OR PERMANENT DEACTIVATION OF YOUR ACCOUNT MAY BE TAKEN IN TripShip'S SOLE DISCRETION, WITH OR WITHOUT NOTICE, AND WITHOUT LIABILITY TO YOU.

BILLING AND PAYMENT

TripShip is not and will not be a party to the agreements between Users for a Driver to perform Delivery Services using our Platform, including the Sender's agreement to pay the Driver. Therefore, all Users of our Platform are required to provide to TripShip their credit card or bank account details and such other information needed to vet the User and the Payment Service Provider retained by TripShip (the "PSP"). By accepting these Terms, each User agrees that they have downloaded or printed, and reviewed and agreed to the PSP Agreement. Please note that TripShip is not a party to the PSP Agreement and has no obligations or liability to any User under the PSP Agreement.

Payment Processing

Payment processing services are provided by Stripe and subject to the Stripe Connected Account Agreement (available at <https://stripe.com/us/connect-account/legal>), which includes the Stripe Services Agreement (available at <https://stripe.com/us/legal>) (collectively, the "Stripe Terms"). By using the TripShip Platform to pay for Trips or receive payment proceeds, all Users agree to be bound by the Stripe Terms, which may be modified from time to time. As a condition of TripShip enabling payment processing services through Stripe, all Users authorize TripShip to obtain all necessary access and perform all necessary activity on your Stripe Connected Account to facilitate your provision of Services as contemplated by these Terms and your relationship with TripShip. All Users further agree to provide accurate and complete information about you and your business, and authorize TripShip to share it and transaction information with Stripe for the purposes of facilitating of the payment processing services provided by Stripe. TripShip reserves the right to switch payment processing vendors or use alternate or backup vendors in its discretion.

Express Pay

Drivers may elect to elect to receive payments through TripShip's Express Pay feature (which TripShip may offer to you in its sole discretion). If a Driver elects to use Express Pay you acknowledge that you will be charged a fee for this Express Pay service as disclosed by TripShip prior to confirmation. You understand that (i) your financial institution may not support Express Pay, (ii) neither TripShip nor Stripe make any guarantee concerning how quickly Express Pay payments will settle with your account, and (iii) not all payments through the TripShip Platform are eligible for Express Pay. If a Driver elects to use any direct debit features made available by TripShip or its third party partners you acknowledge that you may be subject to supplemental agreements related to those services.

Billing

Senders will be responsible for paying the invoice for each Trip contracted for (the "Invoice"), which will include (i) the pricing terms of the Trip provided to a Driver, (ii) reimbursement of tolls and parking fees incurred by Driver in connection with the Trip if such Sender has agreed to reimburse for the same; and provided Driver submits the same in accordance with the below section "Reimbursement for Parking Fees and Tolls, (iii) any cancellation, no-show fee or wait fees, as may be applicable to the Trip, and (iv) any other fee TripShip may assess for use of its Platform (combined, the "Trip

Payment”). Unless otherwise agreed by TripShip, any fees that TripShip may charge a User for their use of the TripShip Platform (including to receive or perform any Delivery Services), are due immediately and are non-refundable and this no refund policy shall apply at all times regardless of your decision to terminate your usage, our decision to terminate your usage, disruption caused to our Platform or the Delivery Services either planned, accidental or intentional, or any reason whatsoever. TripShip reserves the right to determine final prevailing pricing and any pricing information published on the TripShip Website may not reflect the current pricing.

Users of our Platform will be liable for any taxes (including VAT, if applicable) required to be paid because of the User’s use of or access to the TripShip Platform, or receiving or performing any Delivery Services or on any Trip Payment received (other than taxes on the TripShip’s income).

Payment, Withholding and Release

If chosen, a Driver is solely responsible for completing delivery of the Trip as agreed upon BEFORE being paid. Within 24 hours after a Sender receives confirmation through the Platform that their Driver has completed the Trip, the Sender will authorize TripShip to provide the Sender’s payment details to the PSP for processing of Trip Payment. TripShip, in its sole discretion, may place a hold on a Driver’s Trip Payment if the delivery of the Trip is not provided expressly in accordance with the Sender’s directions set forth in the request for Delivery Services, and these Terms, and/or TripShip determines it otherwise necessary or advisable to place a hold on such Trip Payment, including without limitation if TripShip has any suspicion or reason to believe that a Driver or Sender has breached these Terms, including, without limitation by (1) a claim has been made under the TripShip Protection Plan for loss, damage or theft to a Trip carried by Driver, (2) sending or accepting items on the Prohibited Item list; (3) establishing an account with TripShip or entering into a Trip with the purpose of defrauding TripShip or any other party; (4) using a stolen credit card or any other false information to establish an account with TripShip or pay for a Trip; or (5) otherwise engaging in any questionable or fraudulent activity in connection with the performance of the Trip or access and/or use of the TripShip Platform.

TripShip will release the Trip Payment to a Driver upon establishing the validity of the accounts and Trips under suspicion, in TripShip’s sole but reasonable discretion.

TripShip WILL NOT RELEASE SENDER’S PAYMENT TO THE DRIVER UNTIL THE PERFORMANCE OF THE Trip IS COMPLETED BY THE DRIVER AS AGREED UPON HEREIN.

Reimbursement for Parking Fees and Tolls

Some Senders reimburse a Driver’s for the cost of parking fees and tolls incurred while performing the Trip, but not all. If a Sender has agreed to reimburse Drivers for parking fees and tolls, the Trip as posted in the Platform includes an indication that parking and tolls will be reimbursed and provides the Driver a place to enter their receipts after completing the delivery. A Driver will be reimbursed for parking fees and tolls incurred and paid for by Driver while performing a Trip

ONLY if the Driver presents their receipts therefor (or other adequate evidence of incurring the same) within fifteen (15) days of incurring the expense.

Driver Teams and Driver Personnel

There is only one Invoice and Trip Payment per Trip. If Drivers are in a Driver Teams, or if the Driver uses Driver Personnel to provide Delivery Services on his/her/its behalf, the Driver account assigned the Trip will receive the entire Trip Payment and it is the responsibility of the Driver receiving payment to divide among Team members and/or pay its Personnel. Once the Trip Payment is released to the assigned Driver account, TripShip will have no further liability or responsibility to any Driver, member of a Driver Team, or Driver Personnel for any payment connected to such Trip. Notwithstanding the above, under no circumstances may a Driver be accompanied by (1) a minor; (2) any unnecessary/non-essential person, including any Driver Team member or Driver Personnel if not needed for the specific Delivery Services being provided; and (3) any other person (including Driver Personnel) while performing any Delivery Services containing prescription medicine or pharmaceuticals.

Service Dogs

Drivers are not to have animals in their delivery vehicle, including Service Dogs unless such Service Dog is necessary to the Driver's performance of Delivery Services. If a Driver must have a Service Dog present, all Trip items must be kept in a separate container that provides protection from pet hair and dander. In no event shall a Driver with a Service Dog offer to provide Delivery Services for Trips containing food and food related items, clothing or unpackaged items. Drivers should note that Service Dogs may cause complaints from Senders and or Trip recipients and such complaints may lead to the deactivation of the Driver's account.

LEGAL STUFF

YOU HEREBY GRANT TripShip,LLC PERMISSION AND THE FULL RIGHT AND AUTHORITY TO FULLY INVESTIGATE AND PROSECUTE VIOLATIONS OF ANY OF THESE TERMS (INCLUDING ALL DOCUMENTS AND AGREEMENTS REFERENCED OR INCORPORATED HEREIN) TO THE FULLEST EXTENT OF THE LAW, INCLUDING INVOLVING, COOPERATING OR DISCLOSING YOUR PERSONAL INFORMATION TO LAW ENFORCEMENT AUTHORITIES IN CONNECTION THEREWITH.

WITHOUT LIMITING OUR OTHER REMEDIES, WE MAY WITHHOLD Trip PAYMENTS, LIMIT, LOCK OR DEACTIVATE YOUR USER ACCOUNT, PROHIBIT ACCESS TO OUR PLATFORM, APPS, WEBSITES, AND THEIR CONTENT (INCLUDING YOUR OWN), SERVICES AND TOOLS, DELAY OR REMOVE HOSTED CONTENT, AND TAKE TECHNICAL AND LEGAL STEPS TO PREVENT ANY USER FROM ACCESSING OUR PLATFORM, APPS, WEBSITES OR ANY PORTION THEREOF IF WE BELIEVE THAT THEY ARE CREATING RISK OR POSSIBLE LEGAL LIABILITIES, INFRINGING THE INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, OR ACTING

INCONSISTENTLY WITH THE LETTER OR SPIRIT OF THESE TERMS AND OTHER PUBLISHED TripShip TERMS OR POLICIES.

Disclaimer of Warranties and Limits on TripShip's Liability to You

NEITHER TripShip NOR ITS AFFILIATES OR LICENSORS IS RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER OF OUR PLATFORM AND TripShip AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, AFFILIATES AND LICENSORS ARE NOT BE LIABLE FOR ANY LOSS, CLAIM, INJURY OR DAMAGE ARISING IN CONNECTION WITH YOUR USE OF THE PLATFORM OR YOUR RECEIVING OR PROVIDING DELIVERY SERVICES. BY USING THE PLATFORM YOU THEREBY RELEASE TripShip, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, AFFILIATES AND LICENSORS FROM ANY LIABILITY RELATED TO ANY USE OF OUR PLATFORM OR YOUR RECEIVING OR PROVIDING DELIVERY SERVICES OR THE CONDUCT OR MISCONDUCT OF A USER.

No Warranties, Express or Implied: The Delivery Services, Platform and App are provided to you strictly on an "as is" basis without warranties of any kind, either express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose and non-infringement and all warranties are hereby disclaimed by TripShip to the maximum extent permitted by applicable law. TripShip makes no warranties or representations about the accuracy or completeness of any content provided through the Platform or App or the content of any websites linked to the Platform or App.

TripShip does not warrant, endorse, guarantee or assume responsibility for any service advertised or offered by a third party through the Platform or App or any hyperlinked website or featured in any banner or other advertising and TripShip will not be a party to or in any way be responsible for monitoring any transaction between you and third-party providers of products or services.

Without limiting the foregoing, neither TripShip nor its affiliates or licensors warrant or guarantee:

- that access to the Delivery Services, Platform or App will be uninterrupted, error-free, secure, timely or operate on any Device or in combination with any other hardware, application, system or data;
- as to the results that may be obtained from the use of the Delivery Services, Platform or App;
- that the Delivery Services, Platform or App, or the quality of any products, services, information or other material purchased or obtained by you through the Platform or the App, will meet your requirements or expectations;
- as to the timeliness, accuracy, or reliability, of any User;
- as to the timeliness, accuracy, or reliability of our Delivery Services, Platform or App, or any information or materials provided through or in connection with the use of the Delivery Services, Platform or App;
- as to the completeness or content of any Trip;

- that the Platform and App are free from viruses, worms, Trojan horses, or other harmful components or that any errors or defects in the Delivery Services;
- Platform or App will be corrected; or
- that any personal information supplied by you will not be misappropriated, intercepted, deleted, destroyed or used by others.

Limitations of Liability: YOU ACKNOWLEDGE AND AGREE THAT TripShip IS ONLY WILLING TO PROVIDE THE PLATFORM IF YOU AGREE TO CERTAIN LIMITATIONS OF OUR LIABILITY TO YOU AND THIRD PARTIES.

TripShip EXPRESSLY DISCLAIMS ANY LIABILITY THAT MAY ARISE BETWEEN USERS OF ITS PLATFORM. USE OF OUR PLATFORM, AND RECEIVING OR PERFORMING DELIVERY SERVICES THEREUNDER ARE ENTIRELY AT A USER'S OWN RISK.

TripShip CURRENTLY DOES NOT AND HAS NO OBLIGATIONS TO ASSESS THE SUITABILITY, LEGALITY OR ABILITY OF ANY USER TO PERFORM OR COMPLETE A Trip AND YOU EXPRESSLY WAIVE AND RELEASE TripShip FROM ANY AND ALL ANY LIABILITY, CLAIMS OR DAMAGES ARISING FROM OR IN ANY WAY RELATED TO A USER'S PERFORMANCE OF A Trip. YOU ACKNOWLEDGE THAT USERS PROVIDING DELIVERY SERVICES REQUESTED USING THE TripShip PLATFORM OR APP MIGHT NOT BE PROFESSIONALLY LICENSED OR PERMITTED AND MAY NOT HAVE THE PROPER INSURANCE. TripShip WILL NOT BE A PARTY TO DISPUTES, NEGOTIATIONS OF DISPUTES BETWEEN ANY OF OUR USERS.

YOU EXPRESSLY WAIVE AND RELEASE TripShip FROM ANY AND ALL LIABILITY, CLAIMS, CAUSES OF ACTION, OR DAMAGES ARISING FROM YOUR ACCESS OR USE OF THE TripShip PLATFORM, APP OR YOUR RECEIVING OR PERFORMING DELIVERY SERVICES, OR IN ANY WAY RELATED TO ANOTHER USER OR ANY OTHER THIRD PARTY INTRODUCED TO YOU BY THE PLATFORM, APP OR DURING A Trip, OR OTHERWISE.

YOU AGREE NOT TO HOLD TripShip, ITS AFFILIATES, ITS LICENSORS, ITS PARTNERS IN PROMOTIONS, SWEEPSTAKES OR CONTESTS, OR ANY OF SUCH PARTIES' AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, CORPORATE PARTNERS, OR PARTICIPANTS LIABLE FOR ANY DAMAGE, SUITS, CLAIMS, AND/OR CONTROVERSIES (COLLECTIVELY, "LIABILITIES") THAT HAVE ARISEN OR MAY ARISE, WHETHER KNOWN OR UNKNOWN, RELATING TO YOUR OR ANY OTHER PARTY'S USE OF OR INABILITY TO ACCESS OR USE THE PLATFORM, APP OR DELIVERY SERVICES, INCLUDING WITHOUT LIMITATION ANY LIABILITIES ARISING IN CONNECTION WITH THE CONDUCT, ACT OR OMISSION OF ANY USER (INCLUDING WITHOUT LIMITATION STALKING, HARASSMENT THAT IS SEXUAL OR OTHERWISE, ACTS OF PHYSICAL VIOLENCE, AND DESTRUCTION OF PERSONAL PROPERTY), ANY DISPUTE WITH ANY USER, ANY INSTRUCTION, ADVICE, ACT, OR SERVICE PROVIDED BY TripShip OR ITS AFFILIATES OR LICENSORS AND ANY DESTRUCTION OF YOUR INFORMATION AND WHETHER OR SUCH CONDUCT, ACT OR OMISSION OCCURS DURING YOUR USE OR ACCESS OF THE PLATFORM OR APP OR DURING THE PERFORMANCE OF A Trip.

UNDER NO CIRCUMSTANCES WILL TripShip, ITS AFFILIATES, ITS LICENSORS, OR ANY OF SUCH PARTIES' AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, CORPORATE PARTNERS, OR PARTICIPANTS BE LIABLE TO YOU, ANOTHER USER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES ARISING IN CONNECTION WITH YOUR USE OF OR INABILITY TO ACCESS OR USE THE PLATFORM, APP OR DELIVERY SERVICES, ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN A DRIVER, SENDER, ANY THIRD PARTY SERVICE PROVIDER, ADVERTISER OR SPONSOR WHOSE ADVERTISING APPEARS ON THE WEBSITE OR IS A USER OF THE PLATFORM OR APP INCLUDING FOR PERSONAL INJURY, LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE, EVEN IF ALL PARTIES HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

IF NOTWITHSTANDING THE FOREGOING EXCLUSIONS, IT IS DETERMINED THAT TripShip OR ITS AFFILIATES, ITS LICENSORS, OR ANY OF SUCH PARTIES' AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, CORPORATE PARTNERS, OR PARTICIPANTS ARE LIABLE FOR DAMAGES, IN NO EVENT WILL THE AGGREGATE LIABILITY, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED THE TOTAL FEES PAID BY YOU OR TO YOU DURING THE SIX MONTHS PRIOR TO THE TIME SUCH CLAIM AROSE

YOU EXPRESSLY WAIVE AND RELEASE ANY AND ALL RIGHTS AND BENEFITS UNDER SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA (OR ANY ANALOGOUS LAW OF ANY OTHER STATE), WHICH READS AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM, MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

Intellectual Property

Ownership: TripShip owns all intellectual property rights in and to the Platform and the App, including but not limited to database rights, copyright, design rights, trademarks and other similar rights, whether or not currently registered, wherever existing in the world together, with full rights to apply for protection of the same, and your use of the Platform or App gives you no rights therein.

Access and Use of the TripShip Platform and App: TripShip owns and retains sole ownership in the TripShip Platform and App, and all intellectual property and proprietary rights therein. Contingent upon your compliance with the terms and conditions of the Terms, TripShip hereby grants to you the limited right to access and use the Platform via the App on any authorized Android Device that you own or control and/or any iPhone or iPod touch that you own or control and as permitted by the Usage Rules set forth in Section 9.b. of the App Store Terms and Conditions (the "Usage Rules"). This

grant does not allow you to use the Platform or App on any Device that you do not own or control. The terms of this grant will govern any upgrades provided by TripShip that replace and/or supplement the TripShip Platform or App, unless such upgrade is accompanied by a separate grant in which case the terms of that grant will govern.

TripShip reserves the right to stop offering and/or supporting our Platform, App or our Users' ability to receive or perform Delivery Services or any particular portion or part of our Platform, App or access to Delivery Services at any time, at which point your right to access and use the Platform or App and your access to the Delivery Services therefrom, or any part thereof, will be automatically deactivated. In such event, TripShip shall not be required to provide refunds or other compensation to Users in connection with such discontinued Platform, App or access to Delivery Services.

You shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Platform or the App in any way; (ii) modify or make derivative works based upon the Platform or the App; (iii) create Internet "links" to the Platform, alternate access to Delivery Services, or "frame" or "mirror" any App on any other server or wireless or Internet-based device; (iv) reverse engineer or access the Platform or App to copy any ideas, features, functions or graphics of the Platform or App whether to build competitive products or services using similar ideas, features, functions or graphics of the Platform or App, or otherwise; (v) launch an automated program or script that unduly burdens, interferes, disrupts, hinders the integrity, operation and/or performance of the Platform or App (or the data contained therein) in any way or for any User, including but not limited to Trojan horses, viruses, worms, web spiders, web crawlers, web robots, web ants, web indexers, bots, or any program which may make multiple server requests per second, or send and/or store in our App; (vi) attempt to gain unauthorized access to the Platform or App or its related systems or networks, or circumvent or attempt to defeat any security or verification measures relating to use of the Platform or App; or (vii) use our Platform or App to send spam or otherwise duplicative or unsolicited messages, send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or that violates third party privacy rights or send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs.

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TripShip Content may be used solely for your personal and non-commercial purposes. You will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Platform, App or Collective Content, except as expressly permitted in the

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You agree that TripShip has no responsibility to, and may not, monitor your access to or use of Collective Content or review or edit any Collective Content. TripShip reserves the right, at any time and without prior notice, to remove or disable access to any Collective Content that TripShip, at its sole discretion, considers to be in violation of these Terms or otherwise harmful.

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You acknowledge and agree that you are solely responsible for all User Content that you make available through the Platform or App. By posting or making available any User Content, you represent and warrant that: (i) you are the sole and exclusive owner of all User Content that you make available or post or you have all right, license, consent and release that are required to grant to TripShip full rights in such User Content, as contemplated under the Terms; and (ii) neither the User Content nor your posting, uploading, publication, submission or transmittal of the User Content or TripShip's use of the User Content (or any portion thereof) will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

Copyright Policy: TripShip respects copyright law and the intellectual property of others and expects its Users to do the same. TripShip will deactivate a User's account that infringes or is reasonably believed to be infringing the rights of copyright holders. If you believe, in good faith, that any materials on our App or Website infringe upon your copyrights, please send the following information to TripShip's Copyright Agent at info@GoTripShip.com

- A description of the copyrighted work that you claim has been infringed, including sufficient information to locate the specific place on our App or Website where the material is located. Please include sufficient information to locate the material and explain why you think an infringement has taken place;
- A complete description of the location where the original or an authorized copy of the copyrighted work exists; an Internet address where the work is posted or the name of the book in which it was published;
- Your address, telephone number, and e-mail address;

- A signed statement by you that, in good faith, you believe that the disputed use is not authorized by the copyright owner, its agent, or law;
- A statement by you, made under penalty of perjury, that the information in your notice is accurate, and that you are the copyright owner or authorized to act on the copyright owner's behalf; and
- An electronic or physical signature of the owner of the copyright or the person authorized to act on behalf of the owner of the copyright interest.

Other Third Party Interactions

Via the TripShip Platform, including on our Website, you may enter into correspondence with, purchase goods and/or services from, or participate in promotions of third party service providers, advertisers or sponsors showing their goods and/or services through the Website or App. Any such activity, and any terms, conditions, warranties or representations associated with such activity, is solely between you and the applicable third-party. TripShip and its licensors shall have no liability, obligation or responsibility for any such correspondence, purchase, transaction or promotion between you and any such third-party. TripShip does not endorse any sites on the Internet that are linked through the Website or App, and in no event shall TripShip or its licensors be responsible for any content, products, services or other materials on or available from such sites or third party providers. TripShip provides the Website and App to you pursuant to these Terms and certain third-party providers of goods and/or services may require your agreement to additional or different terms and conditions prior to your use of or access to such goods or services. TripShip has no responsibility or liability arising from any agreements between you and such third party providers.

TripShip may rely on third party advertising and marketing supplied through the Website or App and other mechanisms to subsidize the Website or App. By agreeing to these terms and conditions you agree to receive such advertising and marketing. If you do not want to receive such advertising you should notify us in writing. TripShip reserves the right to charge you a higher fee for access to the Platform should you choose not to receive these advertising services, if offered. This higher fee, if applicable, will be posted on TripShip's Website located at <https://www.GoTripShip.com>

SMS Messaging

All of our Users are automatically opted-in to receive SMS messaging when signing up for our Platform and must agree to receive SMS messages in order to use our Platform and receive or provide Delivery Services via the Platform and data rates may apply. If you change your mobile phone service provider all SMS messaging services from TripShip may be deactivated. TripShip reserves the right to cancel SMS messaging services at any time.

Notices

TripShip may give Users general notice regarding the Platform, these Terms, Drivers or Senders Agreements, or otherwise via electronic mail to your email address on record in TripShip's account information, or by written communication sent by first class mail or pre-paid post to your address on record in TripShip's account information. Any

legal or formal notices, requests or other communications required or permitted to be given hereunder shall be in writing and shall be delivered by hand, by overnight courier, mailed by United States registered or certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party at its address set forth below.

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). You may give notice to TripShip (such notice shall be deemed given when received by TripShip) at any time by email at operations@TripShip.com with a copy to legal@TripShip.com and/or letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to TripShip, Inc. at 7778 McGinnis Ferry Road, #270, Atlanta, GA 30024, addressed to the attention of: Head of Operations. TripShip will give notice to Driver at the address provided by Driver when forming their account on the TripShip Platform.

Assignment

You may not assign your responsibilities, duties and obligations (or any portion thereof) as set forth in these Terms, including in any Driver or Sender Agreement, as applicable, to any party without the prior written approval of TripShip in each instance. Any purported assignment in violation of this section shall be void.

Export Control

You agree to comply fully with all U.S. and foreign export laws and regulations to ensure that none of the Platform, App, any technical data related thereto or any direct product thereof is exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by, such laws and regulations. By using the Platform, you represent and warrant that: (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

RELATIONSHIP BETWEEN TripShip, DRIVERS AND SENDERS

No joint venture, partnership, employment, or agency relationship exists between you, any other User, TripShip or any third party provider as a result of a User entering into a Driver or Sender Agreement, their use of the Platform or their providing or receiving Delivery Services via the Platform. If any provision of these Terms or any Drivers or Senders Agreement is held to be invalid or unenforceable, such provision shall be revised as minimally as possible to validate or enforce the same, as well as the original intent of these Terms, and the remaining provisions shall be enforced to the fullest extent under law. The failure of TripShip to enforce any right or provision in these Terms, any Driver or Sender Agreement shall not constitute a waiver of such right or provision unless specifically acknowledged and agreed to by an authorized person from TripShip in writing. Unless TripShip has entered into a separate written agreement with a User addressing their access or use of our Platform or App or the Delivery Services, these Terms, and all agreements and documents referenced herein, including without limitation the Drivers and Senders Agreements, comprise the entire

agreement between our Users and TripShip superseding all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between a User and TripShip regarding a User's use of and access to the TripShip Platform, Website, App and Delivery Services.

If you have entered into another Agreement with TripShip and/or any TripShip affiliate you acknowledge that document also is part of our agreement regarding your use of the TripShip Platform.

If you have entered into a Dispute Resolution and/or Arbitration Agreement with TripShip, and/or any TripShip affiliate, you acknowledge that those documents are also a part of our agreement regarding your use of the TripShip Platform.

TripShip DRIVERS AGREEMENT

This TripShip Drivers Agreement is a part of TripShip's Terms and Conditions ("Terms") and is incorporated therein by this reference. Any capitalized terms used herein and not otherwise defined shall have the same definition as set forth in the Terms.

In consideration of Driver being allowed to access the TripShip Platform and the opportunity to offer on Trips, as well as the mutual promises described herein, TripShip and Driver (collectively "the parties") agree as follows:

- I. GENERAL. This Agreement and the Terms found at
- www.GoTripShip.com/terms, as may be updated from time to time shall govern the relationship between TripShip and Driver, as well as Driver's performance of Delivery Services via the TripShip Platform.
- II. DELIVERY SERVICES.
 1. Driver acknowledges that Driver is engaged in Driver's own business, separate and apart from TripShip's business, which is to provide logistics management services and an online marketplace connection using web-based technology that connects businesses and consumers needing delivery services with those in the business of providing delivery services.
 2. From time to time, Driver may be notified of an available Trip. For each Trip accepted by Driver ("Delivery Services"), Driver agrees to provide Delivery Services to Driver's Sender(s) safely and on time. Driver acknowledges that TripShip has discretion as to which, if any, Trips to offer to Driver, just as Driver has the discretion whether and to what extent to accept any Delivery Services. Nothing in this Agreement shall guarantee Driver any particular volume of business for any particular time period.
 3. Driver shall have no obligation to accept or perform any particular Trip or to perform any particular volume of Delivery Services during the term of this Agreement; provided, once Driver accepts a Trip, Driver is contractually bound to complete the Delivery Services in accordance with all Sender specifications and the terms laid out in this Agreement.
 4. Driver has the right to cancel, from time to time, a Delivery Services when, in the exercise of Driver's reasonable discretion and business judgment, it is appropriate to do so. Notwithstanding the foregoing, Driver understands that

cancellations may lead to low customer/Sender ratings, and complaints from Senders, Delivery Order recipients and third parties. A failure to maintain favorable customer/Sender ratings and/or receiving complaints from Senders, Delivery Order recipients and/or third parties will constitute a material breach of this Agreement, giving TripShip the right to temporarily lock or permanently deactivate Driver's TripShip account.

5. Driver understands that the TripShip Platform automatically provides updates to Senders and Delivery Order recipients as to the status of Delivery Services, and gives the TripShip support team ("TripShip Support") the ability to communicate with Drivers, Senders and Delivery Order recipients in order to facilitate the Delivery Services. Driver authorizes the TripShip Platform and TripShip Support to communicate with Driver and the Sender and/or Delivery Order recipient on Driver's behalf to solely to facilitate Driver's performance of a Delivery Services. Driver must have a mobile device with the TripShip App running while performing all Delivery Services. Driver must not disable the TripShip App or its geo location software at any time while performing Delivery Services.

6. Driver understands and agrees that the parameters of each Delivery Service is established by the Sender, not TripShip, and represent the end result desired by the Sender, not the means by which Driver is to accomplish the result. Under no circumstances shall TripShip be authorized to control the manner or means by which Driver performs Delivery Services or any other services contemplated under this Agreement. Specifically, but not exclusively:

- TripShip does not require any specific type, or quality, of Driver's choice of transportation.
 - Driver does not have a supervisor or any individual at TripShip to whom they report.
 - Driver does not wear a uniform or other clothing of any type bearing TripShip's name or logo.
 - Driver does not use any signage or designation of TripShip on his/her/its vehicle while providing Delivery Services, unless required by the Sender, recipient, pick-up or drop-off locations.
 - TripShip does not have control over Driver's personal appearance.
 - Driver does not receive performance evaluations by or from TripShip.
- 7. As an independent business enterprise, Driver retains the right to perform services (whether delivery services or other services) for others and to hold him/herself out to the general public as a separately established business. The parties recognize that they are or may be engaged in similar arrangements with others and nothing in this Agreement shall prevent Driver or TripShip from doing business with others. TripShip does not have the right to restrict Driver from performing services for other businesses, customers or consumers at any time, even if such business directly competes with TripShip, and even during the time Driver is logged into the TripShip Platform. Driver's right to compete with TripShip, or perform services for business that compete with TripShip, will survive even after termination of this Agreement.
 - 8. Driver is not required to purchase, lease, or rent any products, equipment or services from TripShip as a condition of doing business with TripShip or entering into this Agreement.

- 9. In the event Driver fails to fully perform any Delivery Services in accordance with this Agreement and the Terms (a "Service Failure") due to Driver's action or omission, or the act or omission of someone in Driver's control, Driver shall forfeit all or part of the agreed upon fee for that service.
- 10. Driver agrees to immediately notify TripShip in writing by submitting a support inquiry through TripShip Support at support@GoTripShip.com if Driver's services or scope of work differ in any way from what is contemplated in this Section II.
- III. DELIVERY PERSONNEL.
 1. Driver is not required to perform any Delivery Services personally, but may, to the extent permitted by law and subject to the terms of this Agreement and the Terms, hire or engage others as employees or subcontractors (collectively "Personnel") to perform all or some of the Delivery Services, provided all Driver Personnel are registered and have an account on the TripShip Platform and meet all requirements applicable to Drivers contained in the Terms including, but not limited to, presenting, or agreeing to TripShip obtaining, their consumer report and/or investigative consumer report and agreeing to the Drivers Agreement, prior to Driver using such Driver Personnel to perform Delivery Services on Driver's behalf . The parties acknowledge that the sole purpose of this requirement is to ensure Driver's and its Personnel's compliance with the terms of this Agreement and the Terms.
 2. Driver assumes full and sole responsibility for the payment of all amounts due to his/her/its Personnel for work performed in relation to this Agreement, including all wages, benefits and expenses, if any, and for all required state and federal income tax withholdings, unemployment insurance contributions, and social security taxes as to Driver and all Personnel used by Driver in the performance of Delivery Services under this Agreement. Neither TripShip nor any Sender shall have responsibility for any wages, benefits, expenses, or other payments due Driver's Personnel, nor for income tax withholding, social security, unemployment insurance contributions, or other payroll taxes relating to Driver or his/her Personnel. Neither Driver nor his/her Personnel shall receive any wages, including vacation pay or holiday pay, from TripShip or any Sender, nor shall they participate in or receive any other benefits, if any, available to TripShip's and/or any Sender's respective employees.
 3. Unless mandated by law, TripShip shall have no authority to withhold state or federal income taxes, social security taxes, unemployment insurance taxes/contributions, or any other local, state or federal tax on behalf of Driver or his/her/its Personnel.
 4. Driver and his/her/its Personnel shall not wear a uniform or other clothing of any type bearing TripShip's name or logo.
 5. If Driver uses the services of any Personnel to perform the Delivery Services, Driver's Personnel must satisfy and comply with all of the terms of this Agreement, which Driver must make enforceable by written agreement between Driver and such Personnel. Driver is responsible to ensure that any Personnel pass the TripShip background check process prior to performing any Delivery Services. A copy of such written agreement and

background check results must be provided to TripShip at least 7 days in advance of such Personnel performing the Delivery Services. The parties acknowledge that the sole purpose of this requirement is to ensure Driver's and its Personnel's compliance with the terms of this Agreement and the Terms.

• IV. DRIVER'S AGREEMENTS, REPRESENTATIONS AND WARRANTIES.

1. Driver represents that he/she/it operates an independently established enterprise that provides delivery and other services, and that he/she/it satisfies all legal requirements and has all necessary licenses and permits necessary to perform any and all Delivery Services. As an independent enterprise, Driver shall be solely responsible for determining how to operate his/her/its business, whether he/she/it is qualified to perform Delivery Services, and how to perform Delivery Services.
2. Driver agrees to fully perform Delivery Services in a timely, efficient, safe, and lawful manner. TripShip shall not have the right to, and shall not, control the manner, method or means Driver uses to perform the Delivery Services. Instead, Driver shall be solely responsible for determining the most effective, efficient, and safe manner to perform the Delivery Services, including determining the manner of pickup, delivery, and route selection
3. Driver understands that Senders expect that Driver and its Personnel will perform the Delivery Services in a professional manner, and in accordance with the highest industry standards applicable to the providing of Delivery Services. Therefore, Driver agrees, for itself and any Driver Personnel it uses that during the performance of Delivery Services, that Driver and any Driver Personnel shall:
 - use vehicles in good operating condition and, on the outside, clean and well maintained without material physical damage, and on the inside smoke and odor free, and free of excessive pet dander. If required by the laws of the state in which Driver or its Personnel perform Delivery Services, and all such vehicles must have a standard, general inspection and needed maintenance performed on their vehicle no less than yearly. Driver must keep records of all such inspections and shall provide latest inspection records to TripShip upon request.
 - not use open convertibles or open truck beds in the performance of any Delivery Services containing live animals, perishable or delicate items.
 - have a well-groomed appearance, and will not wear clothing displaying the logo or brand of any company or entity (unless the logo or brand being displayed is Driver's own business logo), or any other clothing, which is obviously and generally offensive.
 - not use any signage or other designation of TripShip on his/her/its vehicle while providing Delivery Services; provided this shall not apply if the Sender specifically requires that a Driver's vehicle be identified as being used on the TripShip Platform in order to facilitate Driver's performance of the Trip; and provided further that such signage is assigned to Driver by TripShip or the Sender and such signage is not used on the vehicle for any other Sender Trips or at any other times.

- not smoke at any time during Delivery Services, including on the way to pick up a delivery.
 - not participate in any other activities while performing Delivery Services that could take the focus off their assigned responsibilities,
 - including being under the influence of any illegal drugs and/or alcohol or not abiding by all laws regarding talking or texting while driving.
 - not enter any Delivery Order recipient's home, nor enter or access any secure, private or employee only areas in any place of business while performing Delivery Services under any circumstances.
 - not carry on their person any personal weapon or other item designed or used for inflicting bodily harm or physical damage (including knives and firearms) when entering any pick-up or drop off location, including places of business, a Sender or Delivery Order recipient's property, or while picking-up or delivering goods for Senders under any circumstances. Notwithstanding Driver and/or its Personnel may possess a personal weapon inside their vehicle if they have a valid license and legal right to do so in the State where Delivery Services are provided, and then only if such weapon is locked securely in the vehicle at all times they are away from their vehicle.
 - not be accompanied by minors under any circumstances while performing Delivery Services.
 - not be accompanied by any unnecessary Personnel or other persons.
 - not be accompanied by any other person when delivering Trips containing prescription medicine or pharmaceuticals.
- 4. Driver understands and agrees that the above standards have been established by Senders, and not TripShip, and indicate what behaviors Senders deem to be professional and what type of performance is of acceptable quality. Driver's failure to perform Delivery Services in accordance with this Section IV may lead to low customer/ Sender ratings and complaints from Senders, Delivery Order recipients and other third parties. A failure to maintain favorable customer/Sender ratings, and/or receiving complaints from Senders, Delivery Order recipients, or third parties will constitute a material breach of this Agreement, giving TripShip the right to terminate this Agreement, and/or TripShip the right to temporarily lock or permanently deactivate Driver's TripShip account.
 - 5. Driver acknowledges and agrees that during the performance of Delivery Services, he/she/it and/or his/her/its Personnel will gain knowledge of third parties' confidential, proprietary, protected health, and/or personally identifiable information ("Confidential Information"). Driver expressly acknowledges and agrees that Driver and all Driver Personnel are subject to the duty on TripShip's part to maintain the confidentiality of such Confidential Information, and shall hold all such information in absolute confidence and not disclose it to any other person, except as is strictly necessary in carrying out Delivery Services hereunder. Driver acknowledges that he/she/it has read and understands all provisions in the TripShip Terms addressing Confidential Information and agrees that the unauthorized disclosure of any Confidential Information will constitute a material breach of this Agreement, giving

TripShip the right to temporarily lock or permanently deactivate Driver's TripShip account and/or the account of any Driver Personnel.

- V. RELATIONSHIP OF PARTIES.

1. The parties acknowledge and agree that this Agreement is between two co-equals, independent business enterprises that are separately owned and operated. The parties intend this Agreement to create the relationship of principal and independent Driver and not that of employer and employee. The parties are not employees, agents, joint venturers, or partners of each other for any purpose. Neither party shall have the right to bind the other by contract or otherwise.

2. TripShip shall not have the right to, and shall not, control the manner or the method of accomplishing Delivery Services to be performed by Driver. The parties acknowledge and agree that any provisions in this Agreement setting forth performance standards or having the effect of reserving ultimate authority in TripShip, have been inserted (i) at the request and on behalf of Senders and are included specifically for their benefit, (ii) for the safety of the other users of the TripShip Platform, including Senders, Delivery Order recipients and other Drivers, and/or (iii) to achieve compliance with applicable federal, state, or local laws, regulations, and interpretations thereof.

3. TripShip shall report all payments made to Driver on a calendar year basis using an appropriate IRS Form 1099, if the volume of payments to Driver qualify. Driver agrees to report all such payments and any cash gratuities to the appropriate federal, state and local taxing authorities.

4. Driver understands and agrees that providing Delivery Services via the TripShip Platform is not intended to be, nor shall be used by Driver or its Personnel as full-time employment, and Driver agrees that (i) under NO circumstances may Driver provide, or have provided by Personnel on his/her/its behalf, Delivery Services or other services via the TripShip Platform, whether through the TripShip App generally, or through any other TripShip or TripShip affiliate program, for a combined total in excess of 7 hours per day, and/or 35 hours per calendar week, and (ii) that neither Driver nor its Personnel shall seek non-voluntary compensation from TripShip, a Sender, or any other third-party, and Driver hereby waives any rights to, any benefits, overtime wages, or the like from TripShip, Sender and/or any other third party.

5. Driver shall be fully liable for, and shall first pay directly, or second reimburse, TripShip and/or Sender for any additional fees, charges or other obligation (monetary or otherwise) placed on TripShip and or Sender, whether for overtime wages, employee benefits, workmen's compensation, or otherwise, including without limitation any reasonable legal fees, other fees, charges, penalties and/or other obligation (monetary or otherwise) should Driver or any of Driver's Personnel breach this Section V.

- VI. COLORADO DRIVERS.

1. In addition to and not in substitution of the other terms of this Agreement, Drivers providing Delivery Services within the State of Colorado and the Company hereby acknowledge and agree to the following terms:

- The Company does not and shall not require the Contractor to work exclusively for the Company, except that the Contractor may choose to work exclusively for the Company for a finite period of time specified in this Agreement.
 - The Company does not establish a quality standard for the Contractor, and except that the Company may provide plans and specifications regarding the Delivery Opportunity as set forth in this Agreement but will not oversee the Contractor's actual work performed under this Agreement or instruct the Contractor as to how any work will be performed.
 - The Company does not pay a salary or hourly rate but rather a fixed or contract rate as set forth in this Agreement.
 - The Company will not terminate the Contractor's work during the term of this Agreement unless the Contractor violates the terms of the Agreement or fails to produce a result that meets the specifications of the Agreement.
 - The Company does not and will not provide anything more than minimal training for the Contractor.
 - The Company does not and will not provide tools or benefits to the Contractor, except that materials and equipment may be supplied.
 - The Company does not and will not dictate the time of performance, except that a completion schedule and a range of mutually agreeable work hours may be established hereunder.
 - The Company will not pay the Contractor personally but will pay the Contractor's trade or business name if given.
 - The Company does not and will not combine its business operations in any way with the Contractor's business and maintains and will maintain its operations as separate and distinct.
- 2. To the extent there is a conflict between the above terms and any other term to this Agreement, the above terms are to take precedence for any Colorado Driver.
 - 3. **Disclosure: Under Colorado law, an independent contractor is not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by the independent contractor or some other entity. The independent contractor is obligated to pay federal and state income tax on any moneys paid pursuant to this contractual relationship.**
 - VII. PAYMENT FOR SERVICES.
 1. Driver will receive payment per Delivery Services satisfactorily rendered. From time to time, TripShip or its affiliates may offer other Delivery Services for Driver to earn more money for performing Delivery Services at specified times or in specified locations. Nothing prevents the parties from negotiating a different rate of pay for such services, and Driver is free to accept or deny any such opportunities to earn different rates of pay.
 2. The TripShip Platform may permit Senders to add a gratuity to be paid to Driver, and Delivery Order recipients

can also pay a gratuity to Driver in cash. Driver shall retain 100% of any gratuity paid and TripShip acknowledges that it has not right to retain any gratuity given to Driver. Notwithstanding the above, Driver understands that once he/she/it accepts a Delivery Services, Driver has agreed to perform the Delivery Services for the amount shown in the TripShip Platform. Any decision to give additional gratuity or further compensation is completely voluntary and Driver shall not ask for additional payments in any form.

- VIII. DISPUTES, DEACTIVATIONS AND APPEALS.

1. In the event there is a Service Failure, Driver shall not be entitled to payment as described above (as determined in TripShip's reasonable discretion). Any withholding of payment shall be done after an investigation and based upon evidence as may be provided by the Sender, Delivery Order recipient, Driver, and any other party with information relevant to the dispute. TripShip shall make the determination as to whether a Service Failure was the result of Driver's action/omission. Driver shall have the right to challenge TripShip's determination through any legal means contemplated by this Agreement; however, Driver shall notify TripShip in writing at support@GoTripShip.com of Driver's intent to challenge TripShip's determination, and provide TripShip the opportunity and a reasonable time within which to resolve the dispute. Driver should include any documents or other information in support of his/her/its challenge.

2. In the event TripShip fails to remit payment in a timely or accurate manner, Driver shall have the right to seek proper payment by any legal means contemplated by this Agreement and, should Driver prevail, shall be entitled to recover reasonable costs incurred in pursuing proper payment, provided, however, Driver shall first inform TripShip in writing at support@GoTripShip.com of the failure and provide TripShip a the opportunity and a reasonable time within which to cure it.

3. In the event TripShip makes the decision to permanently deactivate Driver's and/or Driver's Personnel's account, such decision may be eligible for appeal. Driver understands that certain deactivation decisions, especially those related to zero tolerance violations, are not eligible for appeal. Otherwise the majority of deactivation decisions will be eligible. Driver acknowledges and agrees that ultimate determination of eligibility will be made by TripShip on a case-by-case basis. In order to file an appeal, Driver must follow the instructions provided by TripShip in the email notifying Driver of the deactivation of their account. Driver agrees that Driver will receive only one appeal and that all appeal decisions are final.

- IX. EQUIPMENT AND EXPENSES.

1. Driver represents that he/she/it has or can lawfully acquire all equipment necessary for performing Delivery Services ("Equipment"), and Driver is solely responsible for ensuring that the vehicle used conforms to all vehicle laws pertaining to safety, equipment, inspection, and operational capability.

2. Driver agrees that he/she/it is responsible for all costs and expenses arising from Driver's performance of Delivery Services, including, but not limited to, costs related to Driver's Personnel and Equipment. Except as

otherwise required by law, Driver assumes all risk of damage or loss to its Equipment.

3. Notwithstanding the above, Driver will be reimbursed by Sender for parking fees and/or tolls incurred in performing a Trip provided the Driver presents a receipt or other adequate evidence of incurring the same within fifteen (15) days of incurring the expense.

- X. INSURANCE AND PERMITS.

1. Driver agrees, as a condition of doing business with TripShip, that at all times Driver has an active account with TripShip, Driver will maintain current insurance, in amounts and of types required by law to provide the Delivery Services, as well as all required licenses and permits, at his/her/its own expense. Driver acknowledges that failure to secure or maintain satisfactory insurance coverage or required licenses or permits shall be deemed a material breach of this Agreement, and may result in the temporary lock on, or permanent deactivation of, Driver's account.

2. Driver agrees to deliver to TripShip, upon request, current certificates of insurance as proof of coverage, as well as copies of current permits and licenses. Driver agrees to provide updated certificates each time Driver purchases, renews, or alters Driver's insurance coverage, and each time Driver renews or terminates a required license or permit. Driver agrees to give TripShip at least thirty (30) days' prior written notice before cancellation of any insurance policy, or termination of any permit or license, required by this Agreement.

3. Driver agrees that Driver will maintain sufficient insurance to cover any risks or claims arising out of or related to Driver's relationship with TripShip, including workers' compensation insurance for Driver Personnel where required by law. Driver acknowledges and understands that neither Driver nor any Driver Personnel will be eligible for workers' compensation benefits through TripShip or any Sender, and Driver is instead responsible for maintaining Driver's own workers' compensation insurance or occupational accident insurance. Driver's maintenance of Driver's own workers' compensation insurance or occupational accident insurance will not disqualify Driver from participating in any Occupational Accident Insurance Policy for Drivers, which TripShip may make available in the future to Drivers generally.

4. You expressly acknowledge and agree that TripShip does not provide automobile liability, workers' compensation or health insurance coverage to Drivers and is not responsible for paying for any liability that may arise from Driver's performance of Delivery Services, including any bodily injury or damage to property caused by or to Driver or any Driver Personnel while performing Delivery Services.

- XI. INDEMNITY AND LIMITATION OF LIABILITY

1. TripShip agrees to indemnify, protect and hold harmless Driver from any and all third-party liabilities, losses, damages, fines, civil penalties, settlements, judgments, costs and expenses (including without limitation reasonable attorney's fees and costs) ("Losses") incurred in connection with any judicial or non-judicial claim, action, demand, suit, or proceeding asserted by a third party (including governmental entities) (collectively, "Claims") against Driver and arising solely and directly from TripShip's willful misconduct in providing Driver the opportunity to offer on Trips.

2. Driver agrees to indemnify, protect and hold harmless TripShip, and all parent, subsidiary and/or affiliated companies, as well as its and their past and present successors, assigns, officers, owners, directors, agents, representatives, attorneys, and employees ("TripShip Indemnitees"), from any and all Losses incurred in connection with Claims asserted by a third party against a TripShip Indemnitee arising directly or indirectly from, or as a result of or in connection with, Driver's or Driver's Personnel's: (i) breach of this Agreement or the Terms, (ii) violation of any law or the rights of any third party, including, without limitation, other users of the TripShip Platform, other Drivers, Senders, motorists, pedestrians and other third parties; (iii) interactions with a third party breaching provisions of this Agreement or the Terms, including using the personal information of a party in any manner outside providing Delivery Services hereunder, (iv) ownership, use or operation of a any vehicle used on a Delivery Services, (v) failure to have proper insurance, licenses, permits or authorizations to provide Delivery Services, (vi) tax liabilities and responsibilities for payment of all federal, state and local taxes, including, but not limited to all payroll taxes, self-employment taxes, workers compensation premiums, and any contributions imposed or required under federal, state and local laws, with respect to Driver and Driver's Personnel, (vii) from all costs of Driver's business, including, but not limited to, any payment of compensation to Driver Personnel, expense of, and responsibility for, any and all applicable insurance, local, state or federal licenses, permits, taxes, and assessments of any and all regulatory agencies, boards or municipalities, and (viii) possessing a weapon during a Delivery Services, in each case except to the extent such Claim was caused by the gross negligence or willful misconduct of a TripShip Indemnity.

3. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS DRIVERS AGREEMENT OR THE TERMS, IN NO EVENT SHALL TripShip BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY THEORY OF CONTRACT, STRICT LIABILITY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR ANY OTHER LEGAL OR EQUITABLE THEORY FOR ANY AMOUNT GREATER THAN THE AMOUNT DRIVER WAS PAID FOR PERFORMING SERVICES ON THE TripShip PLATFORM HEREUNDER IN THE SIX (6) MONTHS IMMEDIATELY PRIOR TO THE DATE THE CLAIM AROSE; OR (II) ANY CLAIM FOR ANY INDIRECT, WILLFUL, PUNITIVE, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, FOR LOSS OF BUSINESS PROFITS, OR DAMAGES FOR LOSS OF BUSINESS OF A PARTY OR ANY THIRD PARTY ARISING OUT OF THIS AGREEMENT, OR INACCURACY OF DATA OF ANY KIND, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- XII. LITIGATION CLASS ACTION WAIVER. To the extent allowed by applicable law, separate and apart from any Mutual Arbitration Provision agreed to by Driver, Driver agrees that any proceeding to litigate in court any dispute arising out of or relating to this Agreement, whether because Driver opted out of the Mutual Arbitration Provision or any other reason, will be conducted solely on an individual basis, and Driver agrees not to seek to have any

controversy, claim or dispute heard as a class action, a representative action, a collective action, a private attorney-general action, or in any proceeding in which Driver acts or proposes to act in a representative capacity (“Litigation Class Action Waiver”). Driver further agrees that no proceeding will be joined, consolidated, or combined with another proceeding, without the prior written consent of all parties to any such proceeding. If a court of competent jurisdiction determines that all or part of this Litigation Class Action Waiver is unenforceable, unconscionable, void or voidable, the remainder of this Agreement shall remain in full force and effect.

- XIII. MISCELLANEOUS.

1. This Agreement and the Terms shall constitute the entire agreement and understanding between the parties with respect to the subject matter of this Agreement. Driver shall have the right to discuss any changes with TripShip, and shall consider solely determine whether to continue his/her contractual relationship with TripShip before accepting any such modifications, alterations, changes or amendments.

2. The failure of TripShip or Driver in any instance to insist upon a strict performance of the terms of this Agreement or to exercise any option herein, shall not be construed as a waiver or relinquishment of such term or option and such term or option shall continue in full force and effect.

3. Captions appearing in this Agreement are for convenience only and do not in any way limit, amplify, modify, or otherwise affect the terms and provisions of this Agreement.

4. If any part of this Agreement or the Terms is declared unlawful or unenforceable, the remainder of this Agreement and the Terms shall remain in full force and effect.

5. Driver agrees to notify TripShip in writing at support@GoTripShip.com of any breach or perceived breach by TripShip of this Agreement, of any claim arising out of or related to this Agreement, or of any claim that Driver’s services or scope of work differ in any way from what is contemplated in this Agreement, including but not limited to the terms in Sections II (Delivery Services), and Section IV (Driver’s Agreements, Representations and Warranties), or if the relationship of the parties differs from the terms contemplated in Section V (Relationship of Parties).

TripShip SENDERS AGREEMENT

This Senders Agreement is a part of TripShip’s Terms & Conditions (“Terms”) and is incorporated therein by this reference. By using and accessing our Platform and requesting Delivery Services, each Sender agrees, represents, warrants, acknowledges and agrees that:

- Sender is at least 18 years of age and has all right and authority to lawfully use the Services or otherwise has the full right and authority to contract for the Trip and send all items contained in a Trip.
- Sender will specifically list, photograph and disclose to the Driver, prior to the Driver accepting the Trip, all items included in the Trip will not include in any Trip any “Prohibited Items” as listed in the Terms, whether consented to

by a Driver or not. Sender acknowledges and agrees that TripShip is not responsible for the contents or loss of any Prohibited Item. TripShip reserves the right to dispose of the Item in its sole discretion and reserves all rights to instruct its Drivers on how to dispose of the Item, including delivery to the proper authorities. Sender acknowledges and agrees to TripShip's Open Box Policy and will allow a Driver to visually inspect all items in a Trip prior to departing with the Trip.

- Unless Sender has a separate special written agreement with TripShip, Sender will not include in any Trip any "Special Item". Sender acknowledges and agrees that TripShip is not responsible for the contents or loss of any so included Special Item. TripShip reserves the right to dispose of any unauthorized Special Item in its sole discretion and reserves all rights to instruct its Drivers on how to dispose of the Item, including delivery to the proper authorities.
- Sender has the responsibility to properly pack all items in a Trip, including Live Animals, sufficient to withstand transport, ensure the safety and integrity of the item and in compliance with all applicable laws. Sender acknowledges and agrees that the TripShip Protection Plan does NOT cover reimbursement for any loss or damage to any Trip resulting from (1) any breach of this Agreement or the Terms; (2) sending any items on the "Prohibited Items" list; or (3) inadequate packaging.
- Sender acknowledges and agrees that the TripShip's maximum liability under its Protection Plan is \$500 per occurrence, unless Additional Protection is purchased.
- Sender will only contract for or arrange a Trip (or other similar services) with a Driver through the TripShip Platform and will not knowingly engage a Driver who has delivered a Trip for Sender prior to perform Delivery Services outside of the TripShip Platform. Senders shall not enter any personal information into the title of a Trip, including phone numbers or addresses. All personal information should be entered in the appropriate sections indicated in the App.
- Sender 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.

I have read, understand and agree to the Terms and Conditions

Please scroll to read the entire document before accepting.

Privacy Policy

Effective: February 25, 2022

Our Privacy Policy applies to all platforms and services TripShip offers, including our website, www.TGoripShip.com, and mobile applications (collectively “Services”) and applies the same to all users, whether you are a driver who picks-up, carries or drops-off goods (“Driver”), someone using our Services to send goods with a Driver (“Sender”), the recipient of goods (“Recipient”) or someone who signs-up to potentially use our Services (collectively, “Users”).

BY USING OUR SERVICES OR BY OTHERWISE GIVING US YOUR INFORMATION, YOU AGREE TO THIS PRIVACY POLICY. If you do not agree with the Privacy Policy, you should not use our Services or give us any of your personal information. You should also review TripShip’s [Terms and Conditions](#), which also apply to your use of the Services.

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What Information Do We Collect and How?

We collect personal information from several different sources, including information you provide directly to us, when you use the Services, and from third parties.

Personal Information You Provide.

Account Information. When you sign up to use our Services, we collect the personal information you provide to us, including your name, email address, mobile phone number, and payment information. You may choose to share additional information as well, such as a profile photo or saved addresses, and set up other preferences.

Driver Information. If you apply to be a Driver, we collect the personal information you provide in your application, including your name, email address, mobile phone number, date of birth, profile photo, physical address, social security number, driver's license information, vehicle information, and auto insurance information. We also collect the payment information you provide, including your bank routing numbers and tax information.

Biometric Data. In order to be eligible to perform certain Trips and to help protect against theft and fraud, we may ask you to submit additional personal information to verify your identity, including biometric information or identifiers such as a selfie, scan of your driver's license and/or other government ID or photo, scan of your face, facial patterns, fingerprints, and voice or typing cadence ("biometric data").

Communications. When you contact us or we contact you, post questions or reviews, or contribute to our blogs or TripShip's community forum, we collect the information that you provide, including the contents of messages or attachments you send us.

Ratings and Feedback. When you rate and provide feedback about Senders, Recipients, Drivers, or the Services, we collect all of the information you provide.

TripShip Referral Programs. If you participate in any TripShip referral program, such as recommending our Services to a friend or recommending a friend to use TripShip, we may ask you for certain information about your friend, including their name and email address or mobile number. We store this information for the purpose of contacting the referral about our Services and tracking the success of our referral programs.

Consumer Reports. If you form an account as a Driver, TripShip will collect the information contained in any consumer report produced in connection with the formation of your TripShip account.

Information We Collect When You Use the Services.

Usage Information. We collect information about your use of the Services, including pick-up and drop-off information, package details, date, time, destination, distance, route, payment, and whether you used a promotional or referral code. We also collect information about your interactions with the Services, including the pages and content you view on the web site or app, and the dates and times you access the Services.

Geo-location. If you are a Driver and have agreed to our collection of your geo-location information, your device will share your GPS coordinates when the TripShip mobile application is open and when the TripShip mobile application is not open but your mobile device is turned on. You can turn off our collection of your geo-location information at any time through your device settings. If you are a Sender or Recipient your GPS coordinates may be collected as needed to record and document the pick-up and drop off of your particular Trip.

Information About Your Device. We collect information about the device you use to access the Services, including device manufacturer and model, operating system, the mobile browser you use, mobile carrier, device and advertising identifiers, IP address, and preferences and settings (such as preferred language and push notification settings).

Cookies, Analytics and Third Party Technologies. We and our third-party service providers use a variety of technologies that passively and automatically collect certain information whenever you visit or interact with our Services, including the technologies listed below:

Cookies. A cookie is a data file placed on your computer or mobile device when it is used to access our Services. Cookies may be used for many purposes, including, without limitation, remembering you and your preferences and tracking your visits to our Website and web pages.

Web Beacons. Web beacons are tiny graphics with a unique identifier (“1×1 GIFs” or “clear GIFs”), similar in function to cookies, and are used to track the online movements of web users. Web beacons allow us to understand how Users navigate our Services and what content is effective, which allows us to manage and improve the Services. We also use web beacon technologies to count Users of our Services, how many of the e-mails we send were opened and how many particular articles or links on our pages were actually viewed.

Embedded Scripts. Embedded Scripts are programming code and collect information about your exchanges and communications with our Services. They are temporarily downloaded onto your device from our web server (or from a third party service provider), and are active only while you are connected to our Services. The code is deactivated and/or deleted after.

Information From Third Parties.

If you have signed up for Co-Branded Services (see below), TripShip will receive information from our partner about you, your Trip, and delivery details. TripShip will use any such information consistent with the terms of this Policy.

In the normal course of business, we may supplement the information we collect about Users with outside records from third parties, including governmental agencies, consumer report providers, financial service providers, and advertising providers.

How We Use Your Information.

To Verify Your Identity and Protect Against Fraud. We use your personal information, biometric data, and/or geo-location information, to verify your identity, location, help make our app and service secure, and to protect against and investigate fraud.

To Provide and Operate the Services. We use your personal information to process your account registration and to verify your information is valid and up-to-date, to respond to your inquiries, provide the services you request (including to communicate with you about a Trip or a delivery), process payments, and otherwise manage your account and provide you with related services. If you are a Driver, we use your geo-location information to enable the Sender and the Recipient, to track the progress of their delivery, as well as to present you with potential Trips close to your geo-location. You may turn off our collection of geo-location information at any time through your device settings. If you are a Sender or Recipient, we share your geo-location information with the Driver performing your Trip to facilitate pick-up and drop-off of your Trip. We may also use your personal information to customize your experience with our Services, or to serve you

content that is most relevant to you, and to enable you to participate in a variety of our Services' features such as Promotions (see below) and to administer these activities. We may also use your personal information, biometric data and geo-location information to investigate and resolve incidents in connection with the Services.

Improving the Services. We use your personal information and geo-location information to perform research, testing, and analysis; develop new products, features, partnerships, and services; prevent, find, and resolve software or hardware issues; and monitor and improve our operations and processes, including security practices, algorithms, and other modeling.

Account Formation. We will use your personal information to complete the formation of your User account on the TripShip platform.

To the extent permitted by applicable law, we may also use your personal information, biometric data, geo-location information, and other information we collect as we believe to be necessary or appropriate for certain essential purposes, including:

- to comply with applicable law and legal process

- to respond to requests from public and government authorities, including public and government authorities outside your country of residence

- to detect, prevent, or investigate potential security incidents or fraud

- to facilitate the functionality of our website and mobile application

- to enforce our terms and conditions

- to protect our operations

- to protect our rights, privacy, safety or property, security and/or that of you or others

- to allow us to pursue available remedies or limit the damages that we may sustain.

If you submit any information relating to other people in connection with the Services, you represent that you have the authority to do so and to permit us to use the information in accordance with this Privacy Policy.

When and How We Share Your Information With Third Parties.

We do not sell your personal information, biometric data or geo-location information. To deliver our Services, we may share your personal information, biometric data or geo-location information with other Users, third parties, and service providers in the following ways:

User Content. Your member profile and information that you post or share, such as photos, reviews, comments, suggestions, questions about a Trip, information about you or your experience, posts or comments on TripShip's blogs or community forums (collectively "User Content"), may be seen and shared with other Users of our Services or the public. You should therefore think carefully before deciding what information you share.

Information Shared Between Users. If you are a Sender or a Recipient we provide some of your personal information, such as your first name, photo, and details about the pick-up and drop-off location of your Trip, to the Driver who offers on

and/or performs your Trip, so that the Driver may contact the Sender, facilitate pick-up and delivery, and so that you can track the progress and delivery of your Trip. If you are a Driver, while you are performing a Trip, we may share your geo-location information with both the Sender and the Recipient of the Trip so that the Sender and the Recipient can track the progress and delivery of the Trip. If you are a Sender or Recipient, we may also share your geo-location information with the Driver performing your Trip so that the Driver may determine the route to reach the pick-up and drop-off addresses and otherwise facilitate pick-up and drop-off of your Trip.

Third Parties Providing Services on Our Behalf. TripShip uses third party vendors to assist in providing the Services to Users. We may provide these vendors with access to the following categories of personal information (as we have done for the past 12 months):

personal identifiers, such as your name, address, email address, date of birth, government identification number (such as social security number), driver's license information and scans of your driver's license and/or other government ID photo, vehicle information, and auto insurance information

biometric information or identifiers such as a selfie, scan of your driver's license and/or other government ID or photo, scan of your face, facial patterns, fingerprints, and voice or typing cadence ("biometric data").

geo-location information

financial information such as bank routing numbers, tax information, and any other payment information you provide us

transaction information, such as Trip information, User statistics and feedback, and User transaction history

transaction information, such as ride information, Driver/Rider statistics and feedback, and Driver/Rider transaction history
Internet or other electronic network activity information, such as IP address, type of browser, version of operating system, carrier and/or manufacturer, device identifiers, and mobile advertising identifiers

We may disclose your personal information, biometric data and geo-location information for the following business purposes: verify your identity, design and/or operate the Services, track our Services' analytics, process payments, assist in anti-fraud and security measures, help us provide customer support to our Users. TripShip to provide many administrative services, including sending you our Users special offers and targeted advertisements, hosting our account formation forms, performing technical and maintenance services, database management, web analytics, and other administrative services.

TripShip and our vendors will retain any of your biometric data collected for only as long as is needed for the services you provide, or for three years after the date

of your last interaction with us, whichever is earlier (unless applicable law imposes a shorter retention period or permits a longer retention period). At the completion of the retention period, we destroy your biometric data by deleting all such data from our servers.

Google Analytics. TripShip uses Google Analytics Display Advertising, including Remarketing, Google Display Network Impression Reporting, the DoubleClick Cookie and/or Google Analytics Demographics and Interest Reporting to target

and serve ads based on your past visits to our website, to gather information about the success of ad impressions and our Users' interactions with ad impressions, measure and research the effectiveness of TripShip's features, offerings, advertisements, and email communications (by determining which emails you open and act upon) and other uses of ad services related to visits to our site or use of the mobile app. In conjunction with these features, your web browser automatically sends certain information to Google when you visit our site or use the app. To see how Google uses your information go to [How Google uses data](#).

Users can opt out of Google Analytics for Display Advertising using [Google Analytics opt-out browser add-on](#).

Co-Branded Services. At times, some of our Services may be provided to you in association with third parties including certain customers, charities and sponsors ("Co-Branded Services") and your use of these Co-Branded Services may require you or us to disclose certain of your information to the third party, for instance to confirm your package has been delivered. Any Co-Branded Services offered to you will specifically identify the third party. Any information that you disclose directly to a third party will be subject to that party's posted privacy policy.

Sweepstakes, Contests and Promotions. From time to time TripShip and/ or its parent company, direct and indirect subsidiaries of such parent company, and/or its affiliates may offer sweepstakes, contests, and other promotions and special offers (each a "Promotion"). You agree that we may share certain of your information with our parent company, the direct and indirect subsidiaries of such parent company, and its affiliates in order to make any such Promotion available to you. Each Promotion will identify the third party and may contain specific rules and requirements, and request certain of your information, which will be disclosed to you at the time of sign-up. If you choose to take advantage of a Promotion, the information you provide may be disclosed to additional third parties or the public in connection with the administration of such Promotion. Any information that you disclose directly to a third party in connection with a Promotion will be subject to that third party's posted privacy policy.

Legal Reasons. We may access, use, preserve, transfer and disclose your personal information, your biometric data, and your geo-location information to government, law enforcement officials and/or private parties as we reasonably determine to be necessary and appropriate to satisfy any applicable law, regulation, subpoenas, governmental requests or legal process; to protect the safety, rights, property or security of TripShip, our Services or any third party, including you; to protect the safety of the public; to detect, prevent or otherwise address fraud, security or technical issues; and/or to prevent or stop activity we reasonably consider to be, or to pose a risk of being, an illegal, unethical, or legally actionable activity.

Investors and Affiliates. We may share all of your information and data with current, future and prospective individual investors or with our parent, subsidiaries and affiliates for internal reasons, including, during the course of any due diligence process.

Business Transfers and Financings. We may disclose and transfer all of your information and data to a prospective or subsequent owner, co-owner or operator of the Services or applicable database or in connection with a financing, corporate merger, consolidation, restructuring, the sale of substantially all of our assets or other corporate change.

Your Rights and Choices Regarding Your Information.

All Users.

Emails. You can unsubscribe from marketing-related emails by clicking unsubscribe at the bottom of any message. We will still send you transactional and administrative emails about your use of the Services and your account.

Text Messages. You can opt out of text messages by contacting support@GoTripShip.com, changing your account settings, or replying STOP from the mobile device that received the message.

Push Notifications. You can opt out of receiving push notifications through your device settings.

Geo-Location Information. To ensure the safe delivery of packages/Trips, TripShip's Terms and Conditions requires Drivers to agree to keep their location on "ALWAYS" while a Trip is in progress. Drivers can prevent their device from sharing location information through their device's system settings. Note that this may impact TripShip's ability to provide you our full range of features and Services.

Targeted Advertising. If you would like to opt out of any targeted advertising from us, please access the [NAI Opt-Out Page](#). Please note that this will opt you out of targeted ads from all participating advertisers. If you opt out, you may continue to receive online advertising from us; however, these ads may not be as relevant to you.

Note that in order for behavioral advertising opt-outs to work on your device, your browser must be set to accept Cookies. If you delete Cookies, buy a new device, access our Services from a different device, login under a different screen name, or change web browsers, you will need to opt-out again.

Cookies. You can modify your cookie settings on your browser, but if you delete or choose not to accept our cookies, you may be missing out on certain features of the Services.

Do Not Track. Your browser may offer you a "Do Not Track" option, which allows you to signal to operators of websites and web applications and services that you do not want them to track your online activities. TripShip does not currently support Do Not Track requests because there is no standard interpretation or practice for such signals.

Modifying Your Account Information. You can review and modify certain account information by logging in to your account settings and profile.

User Content. To request removal of your User Content, please contact us through support@GoTripShip.com. We will make reasonable efforts to remove your User Content as requested.

Closing Your Account. You can cancel your User account by contacting us at support@GoTripShip.com. Even after you close your TripShip account, we will retain certain of your information (including personal information, geo-location information, trip history, credit card information and transaction history) as needed to comply with our legal, regulatory and contractual obligations, resolve disputes, conclude any activities related to cancellation of an account (such as addressing

chargebacks from your credit card company), investigate or prevent fraud and other inappropriate activity, to enforce our agreements, and for other business reasons. After a period of time, your data may be anonymized and aggregated, and then may be held by us as long as necessary or helpful for us to provide our Services effectively.

California Residents.

The California Consumer Privacy Act provides some California residents with the additional rights listed below.

Right to Know. You have the right to know and see what data we have collected about you over the past 12 months, including:

- (1) The categories of personal information that TripShip collects, uses, discloses, and sells, as applicable;
- (2) The categories of sources from which personal information is collected;
- (3) The business or commercial purpose for collecting or selling (if applicable) the personal information;
- (4) The categories of third parties with whom we share personal information; and
- (5) The specific pieces of personal information that we have collected about you.

Right to Delete. You may request that TripShip delete your personal information. Note that deletion requests are subject to certain limitations, for example, we may keep information as required or permitted by law and/or our contractual obligations. We may also keep transaction history and information needed to process future transactions, certain account-related information (as noted above in Closing Your Account), and to facilitate User requests.

Submitting a Request. California residents can submit a request to access or delete their personal information by emailing us at Privacy@GoTripShip.com. Please include your full name, email address, and the phone number associated with your TripShip account, along with the type of request you are making, so that we can process your request most efficiently.

You have the right not to be discriminated against if you exercise your California privacy rights.

Other Things for You to Know.

Third Party Content. The Services may link to other web sites and online services. The inclusion of a link on the website or mobile app does not imply endorsement of the linked third-party website or their products and services, and is provided for your convenience only. We have no control over such third parties and if you decide to access any third party link, you do so subject to the terms and conditions and privacy policy that site.

Social Media Features and Widgets. TripShip's online and mobile Services include social media features, such as the Facebook Like button, and widgets such as a "Share This" button. These features may collect your IP address, which page you are visiting on our online or mobile Services, and may set a Cookie to enable the feature to function properly.

Social media features and widgets are either hosted by a third party or hosted directly on our online Services. Your interactions with these features and widgets are governed by the privacy policy of the company providing them.

Children. Our Services are not directed toward minors and no one under 18 is allowed to register with or use the Services. If we discover that we have inadvertently collected personal information from a person under 18, we will delete that

information immediately. If you are a parent or guardian of a minor and believe he or she has disclosed personal information to us, please contact us at support@GoTripShip.com.

Security. The personal information, biometric data and geo-location information that TripShip collects is securely stored within our databases, and we use standard, industry-wide, commercially reasonable security practices to protect your information. However, we cannot guarantee the security of our databases, nor can we guarantee that information you supply won't be intercepted while being transmitted to us over the Internet or wireless communication. Any information you transmit to TripShip is done at your own risk.

Contact Us.

If you have questions about anything in this Privacy Policy, please contact us at support@GoTripShip.com.

Changes To Our Privacy Policy.

TripShip may update this Privacy Policy from time to time to reflect changes to our practices or in applicable law. Any changes will be effective immediately upon the posting of the revised Privacy Policy. If we make any material changes, we will notify you on our website(s) or in our mobile app. Please periodically review this page for the latest information on our privacy practices.

I have read, understand and agree to TripShip's Privacy Policy, which includes our policy regarding biometric information and identifiers.

Please scroll to read the entire document before accepting.

DISPUTE RESOLUTION/ARBITRATION AGREEMENT

VOLUNTARY ARBITRATION OF CLAIMS: Upon voluntary execution of this Arbitration Provision, should any "Covered Dispute" (as defined below) between or among any User (including but not limited to Drivers and Senders) and/or TripShip (each a "Party") not be resolved after 30 days discussion between the disputing Parties (or such longer time as may be mutually agreed upon), the disputing Parties agree to resolve such Covered Dispute as described in this Arbitration Provision. Should a party fail to engage in good-faith discussions to resolve a "Covered Dispute", the non-conforming party may initiate arbitration proceedings pursuant to requirements stated herein, or seek an order from a court enforcing the terms of this agreement. Except as it otherwise provides, this Arbitration Provision applies to any past, present or future dispute arising between the Parties.

This Arbitration Provision is governed by the Federal Arbitration Act (9 U.S.C. § 1, et seq.) and evidences a transaction involving commerce for the purposes of 9 U.S.C. § 2. Any dispute as to whether the Federal Arbitration Act applies to this Agreement and the integrated Arbitration Provision, including whether this Arbitration Provision is exempt from the Federal

Arbitration Act as a matter of law, shall be resolved exclusively by a court of competent jurisdiction. In the event a Party challenges the classification of business relationship between the parties as independent contractor in the context of a PAGA claim, the Parties agree that the status issue is separate and apart from the PAGA matter, and shall be arbitrated pursuant to the terms of this arbitration agreement. If the Federal Arbitration Act is found not to apply, the arbitration laws of the State(s) in which Driver performed delivery services for Senders shall apply for all Covered Disputes. The provisions of this Arbitration Provision shall remain in force after the Parties' contractual relationship ends. Nothing contained in this Arbitration Provision shall be construed to prevent or excuse any User or TripShip from utilizing any procedure for resolution of complaints established in the Terms and Conditions ("T&Cs"), including without limitation Driver and Sender Agreements, and this Arbitration Provision is not intended to be a substitute for the utilization of such procedures. **Except as it otherwise provides, this Arbitration Provision is intended to apply to the resolution of disputes that otherwise would be resolved in a court of law or any other forum other than arbitration, and requires all such disputes to be resolved on an individual basis and only by an arbitrator through final and binding arbitration and not by way of a court or jury trial, nor a proceeding before any other governmental body, and not by way of a class or collective action or proceeding.**

CLAIMS COVERED BY ARBITRATION PROVISION: Unless excluded below, claims involving the following disputes, including disputes based on events that occurred before this Arbitration Provision was signed, shall be subject to arbitration under this Arbitration Provision regardless of which Party (Driver, Sender, or TripShip) asserts a claim against another Party or any of its agents, employees, affiliates, successors, assigns, or subsidiaries (each of which are intended third party beneficiaries of this Arbitration Provision): (1) disputes arising out of, related to, subject to, or connected with the T&Cs, including without limitation the Driver and Sender Agreements; (2) disputes arising out of or related to the actual or any alleged relationship between or among Driver, Sender and TripShip, including termination of the relationship and a Driver's classification as an independent contractor; (3) disputes arising out of or relating to Driver's performance of delivery services to Senders; (4) disputes arising out of or relating to the interpretation or application of this Arbitration Provision, including the scope, enforceability, revocability, validity, or conscionability of the Arbitration Provision or any portion of this Arbitration Provision or whether the Arbitration Provision or any portion of the Arbitration Provision is void or voidable; (5) disputes regarding any city, county, state or federal wage-hour law, trade secrets, unfair competition, compensation, meal or rest periods, expense reimbursement, uniform maintenance, training, termination, discrimination or harassment, (6) claims arising under the Fair Credit Reporting Act, Defend Trade Secrets Act, Title VII of the Civil Rights Act of 1964, 42 U.S.C. §1981, the Rehabilitation Act, the Civil Rights Acts of 1866 and 1871, the Civil Rights Act of 1991, 8 U.S.C. § 1324b (unfair immigration related practices), the Pregnancy Discrimination Act, Equal Pay Act, Americans With Disabilities Act, Age Discrimination in Employment Act, Family Medical Leave Act, Fair Labor Standards Act, Employee Retirement Income Security Act, Affordable Care Act, Genetic Information Non-Discrimination Act, Uniformed Services Employment and Reemployment Rights Act, Worker Adjustment and Retraining Notification Act, Older Workers Benefits

Protection Act of 1990, Occupational Safety and Health Act, Consolidated Omnibus Budget Reconciliation Act of 1985, False Claims Act, state or local statutes or regulations addressing the same or similar subject matters, and (7) all other federal, state or local statutory and legal claims (including without limitation torts) arising out of or relating to Driver's relationship with TripShip and/or Sender or the termination of that relationship (each a "**Covered Dispute**").

Third-Party Beneficiaries to Arbitration Provision: TripShip, Driver, and Sender also understand and agree that any Sender with whom Driver contracted with to perform delivery services to, as well as TripShip's and Sender's agents, employees, affiliates, successors, assigns, subsidiaries and subcontractors, are intended third party beneficiaries of this Arbitration Provision; as is any third party administrator TripShip, Sender and/or Driver used to administer the relationship or facilitate payment between TripShip, Sender and Driver.

LIMITATIONS ON APPLICATION OF THIS ARBITRATION PROVISION: This Arbitration Provision does not apply to the following claims and such claims are not Covered Disputes: (1) claims related to damaged Trips, (2) claims for workers compensation, state disability insurance, or unemployment insurance benefits; and (3) claims against Senders with separate written agreements addressing their use of the Services and App. This Arbitration Provision does not prevent a Driver from filing unfair labor practice charges with the National Labor Relations Board (www.nlrb.gov). Neither TripShip nor Sender will retaliate against a Driver for filing such a charge. Nothing in this Arbitration Provision prevents a User from making a report to or filing a claim or charge with a government agency, including without limitation the Equal Employment Opportunity Commission, U.S. Department of Labor, U.S. Securities and Exchange Commission, National Labor Relations Board, or Office of Federal Contract Compliance Programs. Nothing in this Arbitration Provision prevents the investigation by a government agency of any report, claim or charge otherwise covered by this Arbitration Provision. This Arbitration Provision also does not prevent federal administrative agencies from adjudicating claims and awarding remedies based on those claims, even if the claims would otherwise be covered by this Arbitration Provision. Nothing in this Arbitration Provision prevents or excuses a Party from satisfying any conditions precedent and/or exhausting administrative remedies under applicable law before bringing a claim in arbitration. TripShip and Sender will not retaliate against Driver for filing a claim with an administrative agency or for exercising rights (individually or in concert with others) under Section 7 of the National Labor Relations Act.

ADDITIONAL CLAIMS: Driver, TripShip, or Sender may apply to a court of competent jurisdiction for temporary or preliminary injunctive relief in connection with an arbitrable controversy in accordance with applicable law, and any such application shall not be deemed incompatible with or waiver of this Arbitration Provision. The court to which the application is made is authorized to consider the merits of the arbitrable controversy to the extent it deems necessary in making its ruling, but only to the extent permitted by applicable law. All determinations of final relief, however, will be decided in arbitration. The following claims are also excluded from coverage by this Arbitration Provision: (1) claims that, as a matter of controlling federal law, may not be subject to a mandatory arbitration agreement; and (2) claims asserted in a class action or Fair Labor Standards Act ("FLSA") collective action that, as of the date of Contractor's use of the App, Driver

joined by becoming a plaintiff or a member of a certified class, having consented as of that date to join a conditionally certified FLSA collective action.

APPLICATION TO EXISTING CLAIMS AND CONTROVERSIES: This Arbitration Provision is intended broadly to apply to all controversies covered by this Provision regardless of whether arising before or after this Arbitration Provision becomes effective, and including any existing controversy, as is permitted under Section 2 of the Federal Arbitration Act or other applicable law.

This Arbitration Provision replaces all prior agreements regarding the arbitration of disputes covered by this Arbitration Provision and is the full and complete agreement relating to the formal resolution of disputes covered by the Arbitration Provision.

CLASS / COLLECTIVE ACTION WAIVERS: Private attorney general representative actions brought on behalf of the State of California under the California Labor Code are not arbitrable, not within the scope of this Arbitration Provision or its class and collective action waiver and may be maintained in a court of law, but a claim a Driver brings on Driver's own behalf as an aggrieved employee for recovery of individual damages, (e.g., unpaid wages, unreimbursed expenses etc. as opposed to a representative claim for civil penalties) is arbitrable. Driver, TripShip, and Sender agree to bring any dispute in arbitration on an individual basis only, and not on a class or collective action basis.

There will be no right or authority for any dispute to be brought, heard or arbitrated as a class or collective action (“**Class Action Waiver**”) The Parties acknowledge that PAGA actions are expressly excluded from the defined term Class Action Waiver. In the event where (1) a dispute is filed as a class action and (2) there is a final judicial determination that the Class Action Waiver is invalid, unenforceable, void or voidable, the Class Action must be litigated in a civil court of competent jurisdiction. In instances where the Class Action Waiver is determined to be unenforceable, the Users agree that its individual claims for relief must be arbitrated under this Arbitration Provision before the class action can proceed. However, any Party may lawfully seek enforcement of this Arbitration Provision and the Class Action Waiver and seek dismissal of such class or collective actions or claims.

ARBITRATION PROCEDURE: Unless otherwise stated in this Arbitration Provision, the American Arbitration Association (“AAA”) Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the “AAA Rules”) as then in effect (available at <https://adr.org/consumer> or calling 1-800-778-7879) shall govern all arbitrations brought hereunder. A Party who desires to initiate arbitration must provide the other Party with a written Demand for Arbitration as specified in the AAA Rules and do so within the time required by applicable law. If an arbitrator determines that a Driver is an “employee”, the AAA Employment Arbitration Rules or whatever rules promulgated by the AAA to address employment disputes (available at www.adr.org or by calling 1-800-778-7879) will govern the interpretation and enforcement of this Arbitration Provision However, each Party shall pay its own costs and attorney's fees, unless a Party prevails on a statutory claim, and the statute provides that the prevailing Party is entitled to payment of its attorneys' fees.

The arbitration will be conducted no more than 45 miles from the geographic area where the Driver performed services. If a Party's claim does not exceed \$10,000, the arbitration will be conducted solely on the basis of documents submitted by the disputing Parties to the arbitrator.

In arbitration, the Parties shall have the right to conduct adequate civil discovery, bring dispositive motions, and present witnesses and evidence as needed to present their cases and defenses, and any disputes in this regard shall be resolved by the Arbitrator. A Party or at a Party's request the Arbitrator may subpoena witnesses and documents discovery purposes or for the arbitration hearing. Each Party shall pay the fees for its own attorneys, subject to any remedies to which that Party may later be entitled under applicable law, as determined by the Arbitrator. The Arbitrator may award any Party any remedy to which that Party is entitled under applicable law, but such remedies shall be limited to those that would be available to a Party in his or her or its individual capacity in a court of law for the claims presented to and decided by the Arbitrator, and no remedies that otherwise would be available to an individual in a court of law will be forfeited by virtue of this Arbitration Provision. The Arbitrator shall issue a reasoned decision or award in writing, stating the essential findings of fact and conclusions of law. Except as may be permitted or required by law, as determined by the Arbitrator if there is a dispute, neither a Party nor an Arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of the Parties or order of the Arbitrator. A Party may file the Arbitrator's decision or award in a court of competent jurisdiction for the purpose of seeking confirmation, vacatur, modification or correction of that decision or award. A court of competent jurisdiction shall have the authority to enter a judgment upon the award made pursuant to the arbitration.

OPT-OUT: If User chooses to opt out of this Arbitration Agreement, User must notify the Company of an intention to opt out by submitting to the Company via email at Legal@TripShip.com a signed and dated written notice stating that User is opting out of this Agreement. In order to be effective, User's opt out notice must be provided within 21 days of receipt of this Agreement. If User opts out, he/she will not be subject to any adverse action from the Company as a consequence of that decision and he/she may pursue available legal remedies without regard to this Agreement. If User does not opt out within 21 days, he/she shall be deemed to have voluntarily agreed to this Agreement.

VOLUNTARY AGREEMENT TO ARBITRATE: The Parties acknowledge and agree that executing this Arbitration Provision is voluntarily and without any duress, coercion, or undue influence by TripShip or any other Party and that agreeing to arbitration under this Arbitration Provision is strictly voluntary. This Arbitration Provision is not a mandatory condition of agreeing to the T&Cs, including without limitation Driver and Sender Agreements (if any) or a User's contractual relationship with TripShip or Sender. **THE PARTIES ACKNOWLEDGE AND UNDERSTAND THAT SIGNING THIS ARBITRATION PROVISION IS NOT REQUIRED TO PERFORM SERVICES AS A DRIVER UNDER THE T&Cs.**

RIGHT TO CONSULT WITH AN ATTORNEY: Agreeing to arbitration is an important business decision. Users have the right to consult with private counsel of such User's choice with respect to any aspect of the T&Cs, including without

limitation Driver and Sender Agreements, or any claim that may be subject to, this Arbitration Provision. In the event any portion of this Arbitration Provision is deemed unenforceable, the remainder of this Arbitration Provision will be enforceable. **USERS AND TripShip ACKNOWLEDGE AND AGREE THAT SUCH USER AND TripShip ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR COLLECTIVE ACTION OR A COVERED REPRESENTATIVE PROCEEDING.**

SURVIVAL: All of the Parties' obligations under this agreement shall survive termination of this Agreement.

SEVERANCE: In the event any portion of this Agreement is deemed unenforceable, the remainder of this Agreement will be enforceable.

SIGN
DONE