

USER TERMS & CONDITIONS

Last Updated October 2020

These User Terms & Conditions (these “Terms”) govern your (“you”, “your”, or “User”) access to and use of the website maintained by DispatchIt, Inc. (“Dispatch”, “we”, “us”, or “our”), located at www.dispatchit.com, and one or more related mobile applications (collectively, the “Platform”), as well as any product or service made available through the Platform (together with the Platform, the “Services”).

Acceptance of the Terms

PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING OR USING THE SERVICES. By accessing the Platform or using the Services, you accept and agree to be bound and abide by both these Terms and our Privacy Policy, found at <https://app.dispatchit.com/privacy-policy>, which is incorporated herein by reference. Your access and use of the Services constitute your agreement to be bound by these Terms, which establishes a contractual relationship between you and Dispatch. If you do not agree to these Terms, you may not access or use the Services. These Terms expressly supersede prior agreements or arrangements with you. Dispatch may immediately terminate these Terms or any Services with respect to you, or generally cease offering or deny access to the Services or any portion thereof, at any time for any reason.

Supplemental terms may apply to certain Services, such as policies for a particular event, activity or promotion, and such supplemental terms will be disclosed to you in region-specific disclosures or in connection with the applicable Service(s). Supplemental terms are in addition to, and shall be deemed a part of, the Terms for the purposes of the applicable Service(s). Supplemental terms shall prevail over these Terms in the event of a conflict with respect to the applicable Services.

Changes to these Terms

We may revise and update these Terms and our Privacy Policy from time to time at our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Services thereafter. Your continued access of the Platform or use of the Services following the posting of the revised Terms or Privacy Policy means that you accept and agree to the changes. You are expected to check this page from time-to-time so you are aware of any changes, as they are binding on you.

Your Comments and Concerns

The Platform is operated by DispatchIt, Inc., 1401 W. 94th Street, Bloomington, MN 55431. All feedback, comments, requests for technical support, and other communications relating to the Platform should

be directed to: info@dispatchit.com. If you choose to provide input and suggestions regarding the Services, then you hereby grant us an unrestricted, perpetual, irrevocable, non-exclusive, fully-paid, royalty-free right to use such suggestions in any manner and for any purpose, including to improve the Services or create other products and services.

Nature of the Services

The Services constitute a technology platform that enables users of Dispatch's mobile applications or websites provided as part of the Services (each, an "Application") to arrange and schedule transportation and/or logistics services with third party providers of such services, including independent third party transportation providers and third party logistics providers, under agreement with Dispatch or certain of Dispatch's affiliates ("Third Party Providers"). Unless otherwise agreed by Dispatch in a separate written agreement with you, the Services are made available solely for your commercial use. *You acknowledge that Dispatch does not provide shipping, transportation, or delivery services; it is a technology company that maintains a digital platform intended to connect Third Party Providers with potential customers, including User.*

Intellectual Property; Limited License

Dispatch Content.

The Platform and all of its contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) (collectively, the "Content"), is owned by Dispatch, its licensors, or other providers of such material and is protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. You may not use any of the Content for any purposes without our prior written consent.

In particular, but without limitation, the Content includes the Dispatch name, and all related names, logos, product and service names, designs, and slogans are trademarks of Dispatch or its affiliates or licensors. You must not use such marks without the prior written permission of Dispatch. All other names, logos, product and service names, designs, and slogans on the Platform are the trademarks of their respective owners; our use of the same is generally allowed under licenses with their respective owners, and does not imply or grant you any right to use the same.

Nature of License. Subject to your compliance with these Terms, Dispatch grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferrable license to: (i) access and use the Applications on your personal device solely in connection with your use of the Services; and (ii) access and use any content, information and related materials that may be made available through the Services, in each case solely for your commercial use. Any rights not expressly granted herein are reserved by Dispatch and Dispatch's licensors.

Restrictions. You may not: (i) remove any copyright, trademark or other proprietary notices from any portion of the Content or Services; (ii) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit any portion of the Content or Services except as expressly permitted by Dispatch; (iii) decompile, reverse engineer or disassemble the any part of the Content or Services, except as may be permitted by applicable law; (iv) link to, mirror or frame any portion of the Content or Services; (v) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Content or Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Services; or (vi) attempt to gain unauthorized access to or impair any aspect of the Services or its related systems or networks.

Third Party Services and Content

The Services may be made available or accessed in connection with third party services and content (including advertising) that Dispatch does not control. You acknowledge that different terms of use and privacy policies may apply to your use of such third party services and content. Dispatch does not endorse such third party services and content and in no event shall Dispatch be responsible or liable for any products or services of such third party providers. Additionally, Apple Inc., Google, Inc., Microsoft Corporation or BlackBerry Limited will be a third-party beneficiary to this contract if you access the Services using Applications developed for Apple iOS, Android, Microsoft Windows, or Blackberry-powered mobile devices, respectively. These third party beneficiaries are not parties to this contract and are not responsible for the provision or support of the Services in any manner. Your access to the Services using these devices is subject to terms set forth in the applicable third party beneficiary's terms of service.

Ownership

The Services and all rights therein are and shall remain Dispatch's property or the property of Dispatch's licensors. Neither these Terms nor your use of the Services convey or grant to you any rights: (i) in or related to the Services except for the limited license granted above; or (ii) to use or reference in any manner Dispatch's company names, logos, product and service names, trademarks or services marks or those of Dispatch's licensors.

Your Use of the Services

User Accounts. In order to use most aspects of the Services, you must register for and maintain an active User account ("Account"). Account registration requires you to submit to Dispatch certain personal information, such as your name, address, mobile phone number and age, as well as at least one valid payment method (either a credit card or accepted payment partner). You agree to maintain accurate, complete, and up-to-date information in your Account. Your failure to maintain accurate, complete, and up-to-date Account information, including having an invalid or expired payment

method on file, may result in your inability to access and use the Services or Dispatch's termination of this Agreement with you. You are responsible for all activity that occurs under your Account, and you agree to maintain the security and secrecy of your Account username and password at all times. Unless otherwise permitted by Dispatch in writing, you may only possess one Account.

User Requirements and Conduct. The Service is not available for use by persons under the age of 18, and you must be at least 18 years of age to obtain an Account. You may not authorize third parties to use your Account, and you may not allow persons under the age of 18 to receive transportation or logistics services from Third Party Providers. You may not assign or otherwise transfer your Account to any other person or entity. You agree to comply with all applicable laws when using the Services, and you may only use the Services for lawful purposes (e.g., no transport of unlawful or hazardous materials). You will not in your use of the Services cause nuisance, annoyance, inconvenience, or property damage, whether to a Third Party Provider or any other party. In certain instances, you may be asked to provide proof of identity to access or use the Services, and you agree that you may be denied access to or use of the Services if you refuse to provide proof of identity.

Text Messaging. By creating an Account, you agree that the Services may send you informational text (SMS) messages as part of the normal business operation of your use of the Services. You may opt-out of receiving text (SMS) messages from Dispatch at any time by texting the word STOP to the phone number that sent the text or from the mobile device receiving the messages. You acknowledge that opting out of receiving text (SMS) messages may impact your use of the Services and prevent us from communicating with you.

Promotional Codes. Dispatch may, in Dispatch's sole discretion, create promotional codes that may be redeemed for Account credit, or other features or benefits related to the Services and/or a Third Party Provider's services, subject to any additional terms that Dispatch establishes on a per promotional code basis ("Promo Codes"). You agree that Promo Codes: (i) must be used for the intended audience and purpose, and in a lawful manner; (ii) may not be duplicated, sold or transferred in any manner, or made available to the general public (whether posted to a public form or otherwise), unless expressly permitted by Dispatch; (iii) may be disabled by Dispatch at any time for any reason without liability to Dispatch; (iv) may only be used pursuant to the specific terms that Dispatch establishes for such Promo Code; (v) are not valid for cash; and (vi) may expire prior to your use. Dispatch reserves the right to withhold or deduct credits or other features or benefits obtained through the use of Promo Codes by you or any other user in the event that Dispatch determines or believes that the use or redemption of the Promo Code was in error, fraudulent, illegal, or in violation of the applicable Promo Code terms or these Terms.

User Provided Content. Dispatch may, in our sole discretion, permit you from time to time to submit, upload, publish or otherwise make available to Dispatch through the Services textual, audio, and/or visual content and information, including commentary and feedback related to the Services, initiation of support requests, and submission of entries for competitions and promotions ("User Content"). Any

User Content provided by you remains your property. However, by providing User Content to Dispatch, you grant Dispatch a worldwide, perpetual, irrevocable, transferrable, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner such User Content in all formats and distribution channels now known or hereafter devised (including in connection with the Services and Dispatch's business and on third-party sites and services), without further notice to or consent from you, and without the requirement of payment to you or any other person or entity.

You represent and warrant that: (i) you either are the sole and exclusive owner of all User Content or you have all rights, licenses, consents and releases necessary to grant Dispatch the license to the User Content as set forth above; and (ii) neither the User Content nor your submission, uploading, publishing or otherwise making available of such User Content nor Dispatch's use of the User Content as permitted herein will infringe, misappropriate or violate a third party's intellectual property or proprietary rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation. You agree to not provide User Content that is defamatory, libelous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive, as determined by Dispatch in its sole discretion, whether or not such material may be protected by law. Dispatch may, but shall not be obligated to, review, monitor, or remove User Content, at our sole discretion and at any time and for any reason, without notice to you.

Network Access and Devices. You are responsible for obtaining the data network access necessary to use the Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Services from a wireless-enabled device. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and Applications and any updates thereto. Dispatch does not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

Payment; Feedback

You understand that use of the Services may result in charges to you for the services you receive from a Third Party Provider ("Charges"). After you have received services obtained through your use of the Service, Dispatch will facilitate your payment of the applicable Charges on behalf of the Third Party Provider, as such Third Party Provider's limited payment collection agent. Payment of the Charges in such manner shall be considered the same as payment made directly by you to the Third Party Provider. Charges will be inclusive of applicable taxes where required by law. Charges paid by you are final and non-refundable, unless otherwise determined by Dispatch.

All Charges are due immediately and payment will be facilitated by Dispatch using the preferred payment method designated in your Account, after which Dispatch will send you a receipt by email. If your primary Account payment method is determined to be expired, invalid or otherwise not able to

be charged, you agree that Dispatch may, as the Third Party Provider's limited payment collection agent, use a secondary payment method in your Account, if available. Dispatch has the right to collect any outstanding and owing amounts immediately if any payment method used does not go through or processed properly.

As between you and Dispatch, Dispatch reserves the right to establish, remove and/or revise Charges for any or all services or goods obtained through the use of the Services at any time in Dispatch's sole discretion. Dispatch will use reasonable efforts to inform you of Charges that may apply, provided that you will be responsible for Charges incurred under your Account regardless of your awareness of such Charges or the amounts thereof. Dispatch may from time to time provide certain users with promotional offers and discounts that may result in different amounts charged for the same or similar services or goods obtained through the use of the Services, and you agree that such promotional offers and discounts, unless also made available to you, shall have no bearing on your use of the Services or the Charges applied to you. You may elect to cancel your request for services or goods from a Third Party Provider at any time prior to such Third Party Provider's arrival, in which case you may be charged a cancellation fee.

This payment structure is intended to fully compensate the Third Party Provider for the services or goods provided. Dispatch does not designate any portion of your payment as a tip or gratuity to the Third Party Provider. Any representation by Dispatch (on Dispatch's website, in the Application, or in Dispatch's marketing materials) to the effect that tipping is "voluntary," "not required," and/or "included" in the payments you make for services or goods provided is not intended to suggest that Dispatch provides any additional amounts, beyond those described above, to the Third Party Provider. You understand and agree that, while you are free to provide additional payment as a gratuity to any Third Party Provider who provides you with services or goods obtained through the Service, you are under no obligation to do so. Gratuities are voluntary. After you have received services or goods obtained through the Service, you will have the opportunity to rate your experience and leave additional feedback about your Third Party Provider.

Third Party Links

The Platform may contain links to other sites, services and resources provided by third parties on the Platform: these links are provided for your convenience or marketing purposes only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to the Platform, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

Copyright Infringement

We take claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or from the Platform infringe your copyright, you may request removal of those materials (or access thereto) from the Platform by submitting written notification to our copyright agent (designated below), which notice must include substantially the following:

- Identification of the copyrighted work that you claim has been infringed;
- Identification of the material that you claim is infringing and needs to be removed, including a description of where it is located on the Platform so that our copyright agent can locate it;
- Your address, telephone number, and, if available, e-mail address, so that the copyright agent may contact you about your complaint; and
- A signed statement that the above information is accurate; that you have a good faith belief that the identified use of the material is not authorized by the copyright owner, its agent, or the law; and, under penalty of perjury, that you are the copyright owner or are authorized to act on the copyright owner's behalf in this situation.

Our designated copyright agent to receive notices is:

DispatchIt, Inc.
Attn: Copyright Agent
1400 W. 94th Street
Bloomington, MN 55431

Limitations

You may not use or introduce into the Platform any device, software or routine that could damage or interfere with the ordinary and proper operation of the Platform. You may not directly or indirectly take any action to unduly stress the Platform or Services, or that we reasonably determine to be abusive. We reserve the right to monitor your use of the Platform and conformance with these Terms. You acknowledge and hereby consent to such monitoring. We may discontinue your access at any time, for any reason.

You warrant that you will not use the Services to: conduct or engage in unlawful, immoral, harassing, or improper activities; violate any law or regulation; or violate or infringe upon our rights or the rights of any third party, including without limitation, contractual rights, intellectual property rights, and privacy rights. We reserve the right to terminate your access to and use of the Services if, in our reasonable belief, you have violated the usage limitations set forth in these Terms, or your usage of the Services is incompatible with our legitimate business purposes.

Accessing the Platform and Account Security

Use of the Services requires registration. It is a condition of your use of the Services that all the information you provide on the Platform is correct, current, and complete. You agree that all information you provide to register with the Platform or otherwise, including but not limited to through the use of any interactive features on the Platform, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Platform or portions of it using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You are solely responsible for any activity that occurs through your account. In order for us to provide you the best possible service, you agree to provide us with complete, accurate, and updated information for your account at all times. Incorrect or outdated information may lead to errors or delays, for which we will not be responsible.

Disclaimers; Limitation of Liability; Indemnity

DISCLAIMER. THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." DISPATCH DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE TERMS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, DISPATCH MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, OR AVAILABILITY OF THE SERVICES OR ANY SERVICES REQUESTED THROUGH THE USE OF THE SERVICES, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. DISPATCH DOES NOT GUARANTEE THE QUALITY, SUITABILITY, SAFETY OR ABILITY OF THIRD PARTY PROVIDERS. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES, AND ANY SERVICES REQUESTED IN CONNECTION THEREWITH, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

LIMITATION OF LIABILITY. DISPATCH SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST DATA, PERSONAL INJURY, OR PROPERTY DAMAGE RELATED TO, IN CONNECTION WITH, OR OTHERWISE RESULTING FROM ANY USE OF THE SERVICES, EVEN IF DISPATCH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. DISPATCH SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF: (i) YOUR USE OF OR RELIANCE ON THE SERVICES OR YOUR INABILITY TO ACCESS OR USE THE SERVICES; OR (ii) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY THIRD PARTY PROVIDER, EVEN IF DISPATCH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. DISPATCH SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND DISPATCH'S REASONABLE CONTROL. YOU ACKNOWLEDGE THAT THIRD PARTY

PROVIDERS MAY NOT BE PROFESSIONALLY LICENSED OR PERMITTED. IN NO EVENT SHALL DISPATCH'S TOTAL LIABILITY TO YOU IN CONNECTION WITH THE SERVICES FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION EXCEED FIVE HUNDRED U.S. DOLLARS (US \$500).

DISPATCH'S SERVICES MAY BE USED BY YOU TO REQUEST AND SCHEDULE LOGISTICS SERVICES WITH THIRD PARTY PROVIDERS, BUT YOU AGREE THAT DISPATCH HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO ANY LOGISTICS SERVICES PROVIDED TO YOU BY THIRD PARTY PROVIDERS OTHER THAN AS EXPRESSLY SET FORTH IN THESE TERMS.

THE LIMITATIONS AND DISCLAIMER IN THIS SECTION DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

Indemnity. You agree to indemnify and hold Dispatch and its officers, directors, employees, and agents harmless from any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees), arising out of or in connection with: (i) your use of the Services or services or goods obtained through your use of the Services; (ii) your breach or violation of any of these Terms; (iii) Dispatch's use of your User Content; or (iv) your violation of the rights of any third party, including Third Party Providers.

Dispute Resolution

DISPATCH AND USER MUTUALLY AGREE TO RESOLVE ANY AND ALL COVERED JUSTICIABLE DISPUTES BETWEEN THEM EXCLUSIVELY THROUGH FINAL AND BINDING ARBITRATION, ON AN INDIVIDUAL BASIS, INSTEAD OF A COURT OR JURY TRIAL. This means you may not bring any legal action, including any class action, against Dispatch, nor may you participate in such an action brought by another person. The terms of this Section (this "arbitration agreement") requires the arbitration of any claims that Dispatch or User may have against the other or against any of their officers, directors, employees, subcontractors, or agents in their capacity as such or otherwise, direct or indirect parents and subsidiaries, and affiliates, agents, successors or assigns, each and all of which may enforce this arbitration agreement as direct or third-party beneficiaries.

Governing Law. This arbitration agreement is intended by Dispatch and User to be governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16) (the "FAA") to the fullest extent permitted by law. To the extent that the FAA is found to not apply to any issue that arises under this arbitration agreement or the enforcement hereof, then that issue shall be resolved under the laws of the state of Minnesota. Dispatch and User mutually agree, in particular but without limitation, that if a court of competent jurisdiction finds that the FAA does not require or provide for enforcement of this arbitration agreement, then the laws of the State of Minnesota regarding enforcement of arbitration provisions shall apply.

Application; Coverage. This arbitration agreement applies to any and all claims or controversies, past, present or future, arising out of or relating to these Terms, this arbitration agreement, User's receipt of services or use of the Platform, any payments made by User through the Platform, the termination of these Terms, claims of harassment, retaliation, or discrimination, and all other aspects of a User's relationship (or the termination of its relationship) with Dispatch, whether arising under federal, state or local statutory and/or common law. User and Dispatch agree that the mutual obligations contained in these Terms and to arbitrate disputes provide adequate consideration for this arbitration agreement.

Service. If either party initiates arbitration, the initiating party must notify the other party in writing via U.S. Mail, or hand delivery within the applicable statute of limitations period. This demand for arbitration must include: (i) the name and address of the party seeking arbitration; (ii) a statement of the legal and factual basis of the claim; and (iii) a description of the remedy sought. Any demand for arbitration by User must be delivered to Dispatch as provided in these Terms under "Notice." Any demand for arbitration by Dispatch may be delivered to User at User's home or business address, as set out in User's then-current Account. The Arbitrator will resolve all disputes regarding the timeliness or propriety of the demand for arbitration.

Class and Collective Action Waivers. Dispatch and User mutually agree that by entering into this arbitration agreement, both waive their right to have any covered dispute or claim brought, heard or arbitrated as a class action and/or collective action, and an Arbitrator will not have any authority to hear or arbitrate any class and/or collective claim ("Class Action Waiver"). Notwithstanding any other clause contained in this arbitration agreement or the AAA Rules, as defined below, any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an Arbitrator. The Class Action Waiver will be severable from this arbitration agreement in any case, in which (1) the dispute is filed as a class and/or collective action and (2) there is a final judicial determination that all or part of the Class Action Waiver is invalid, unenforceable, unconscionable, void, or voidable. In such case, the class and/or collective action to that extent must be litigated in a civil court of competent jurisdiction, but the portion of the Class Action Waiver that is enforceable shall be enforced in arbitration.

Proceedings. Except as otherwise stated in this arbitration agreement, any arbitration shall be governed by the American Arbitration Association Commercial Arbitration Rules ("AAA Rules"), subject to the following:

(a) The arbitration shall be heard by one Arbitrator selected in accordance with the AAA Rules. Unless the parties agree otherwise, the Arbitrator shall be an attorney experienced in the law in the underlying dispute and licensed to practice law in the state in which the arbitration is convened or a former judge from any jurisdiction.

(b) Unless User and Dispatch agree otherwise, the arbitration will be conducted within 25 miles of the primary location in which User received the Services, unless the parties agree

otherwise. If the claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of documents submitted to the Arbitrator by the parties, unless the arbitrator determines that a hearing is necessary.

(c) Unless applicable law provides otherwise, as determined by the Arbitrator, the parties agree that they will equally split all of the Arbitrator's fees and costs. Each party will pay for its own costs and attorneys' fees, if any. However, if any party prevails on a claim that affords the prevailing party attorneys' fees, the Arbitrator may award reasonable fees to the prevailing party as provided by law. If the law (including the common law) of the jurisdiction in which the arbitration is held requires a different allocation of arbitral fees and costs for this arbitration agreement to be enforceable, then such law will be followed, and any disputes in that regard will be resolved by the Arbitrator.

(d) The Arbitrator is authorized to issue orders (including subpoenas to third parties) allowing the parties to conduct discovery sufficient to allow each party to prepare that party's claims and/or defenses, taking into consideration that arbitration is intended to be a speedy and efficient method for resolving disputes.

(e) Except as provided in the Class Action Waiver, the Arbitrator may award all remedies to which a party is entitled under applicable law and which would otherwise be available in a court of law, but shall not be empowered to award any remedies that would not have been available in a court of law for the claims presented in arbitration. The Arbitrator shall apply the state or federal substantive law, or both, as is applicable and be bound by applicable principles of law.

(f) The Arbitrator may hear motions to dismiss and/or motions for summary judgment and will apply the standards of the Federal Rules of Civil Procedure governing such motions.

(g) The Arbitrator's decision or award shall be in writing with findings of fact and conclusions of law. Judgment may be entered on the Arbitrator's decision or award in any court of competent jurisdiction.

(h) Either Dispatch or User may apply to a court of competent jurisdiction for temporary or preliminary injunctive relief on the ground that without such relief the arbitration provided in this Section may be rendered ineffectual.

Administrative Hearings. Regardless of any other terms of this arbitration agreement, claims may be brought before, and remedies awarded by, an administrative agency to the full extent applicable law permits access to such an agency notwithstanding the existence of an agreement to arbitrate governed by the Federal Arbitration Act (such as the National Labor Relations Board, the U.S. Department of Labor or the Equal Employment Opportunity Commission). This arbitration agreement does not apply to any claim that may not be arbitrated as provided by an Act of Congress.

References. The AAA Rules referenced herein may be found at www.adr.org or by searching for “AAA Commercial Arbitration Rules” using a service such as www.Google.com or www.Bing.com.

Miscellaneous. This arbitration agreement is the full and complete agreement relating to the formal resolution of disputes covered by this arbitration agreement. If any portion of this arbitration agreement is deemed unenforceable, the remainder of this arbitration agreement will be enforceable. This arbitration agreement survives indefinitely after the termination of these Terms and/or after User ceases any relationship with Dispatch. Notwithstanding any contrary language, this arbitration agreement may not be modified or terminated absent a writing signed (electronically or otherwise) by both User and an authorized representative of Dispatch.

Harassment Policy

All Users are subject to the terms of Dispatch’s Harassment Policy, a copy of which is available on our website at <https://www.dispatchit.com/harassment>.

Other Provisions

Choice of Law. These Terms are governed by and construed in accordance with the laws of the State of Minnesota, U.S.A., without giving effect to any conflict of law principles, except as may be otherwise provided in supplemental terms applicable to your region.

Notice. Dispatch may give notice by means of a general notice on the Services, electronic mail to your email address in your Account, or by written communication sent by first class mail or pre-paid post to your address in your Account. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email). You may give notice to Dispatch, with such notice deemed given when received by Dispatch, at any time by first class mail or pre-paid post to DispatchIt, Inc., Attn: User Notices, 1401 W. 94th Street, Bloomington, MN 55431, USA.

General. You may not assign these Terms without Dispatch's prior written approval. Dispatch may assign these Terms without your consent to: (i) a subsidiary or affiliate; (ii) an acquirer of Dispatch's equity, business or assets; or (iii) a successor by merger. Any purported assignment in violation of this section shall be void. No joint venture, partnership, employment, or agency relationship exists between you, Dispatch or any Third Party Provider as a result of this Agreement or use of the Services. If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law. Dispatch's failure to enforce any right or provision in these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Dispatch in writing.

Entire Agreement. These Terms are intended by the parties as a final expression of their Agreement and is intended also as a complete and exclusive statement of the terms of their Agreement.

Additional Terms and Conditions – Third Parties

Certain aspects of the Services involve the use of third-party services, which are subject to the terms and conditions set by the providers of such services. For example, we use services such as Ordway, NetSuite and Stripe to process payments you submit through the Services. In addition, in certain of our markets, Dispatch has the ability to route orders to networks of independent drivers maintained by our industry partners. These partners include Lyft, Inc., whose terms and conditions are available online at app.dispatchit.com/lyft-terms. You are encouraged to review the terms and conditions provided by these third-parties, as they are legally binding commitments between you and the providers, and over which Dispatch has no control. We specifically disclaim any obligation or liability related to the use of third-party services.