

Montway Terms of Use

Thanks for using our Montway LLC's website. These following terms and conditions of use ("TOU") apply to your use of our website and the content contained therein ("Site"). The following TOU and our privacy policy ("Privacy Policy") define your use of our website, and related products and services. By using this Site, you accept these TOU so please review them carefully. If you are an employee or agent of an organization, by using our Site and/or services, you agree to the TOU on behalf of your organization. The terms "you", "your" and "yours" mean you, the user. The terms "we", "us", "our", "ours", and "Montway" mean Montway LLC.

Please note that if you are a Montway customer and have engaged with Montway for our vehicle transportation broker services, your use of such vehicle transportation broker services is also governed by our [Terms of Service](#).

BINDING ARBITRATION

THESE TOU CONTAIN PROVISIONS THAT GOVERN HOW CLAIMS YOU AND MONTWAY MAY HAVE AGAINST EACH OTHER CAN BE BROUGHT. THESE PROVISIONS WILL, WITH LIMITED EXCEPTION, REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST MONTWAY TO BINDING AND FINAL ARBITRATION ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS, GROUP OR REPRESENTATIVE ACTION OR PROCEEDING. PLEASE REVIEW SECTION 16 FOR THE DETAILS REGARDING YOUR AGREEMENT TO ARBITRATE ANY DISPUTES WITH MONTWAY.

1. TOU

These TOU may be modified at any time by us upon posting of the modified TOU. Any such modifications shall be effective immediately. You can view the most recent version of these TOU at any time at www.montway.com/terms-of-use. Montway may terminate these TOU at any time, with or without notice, for any reason. Each use of the Site by you shall constitute and be deemed your unconditional acceptance of these TOU. Please review these TOU carefully. If you do not agree to these TOU, do not use the Site. Your use of the Site is at our discretion, and we may terminate your use of the Site at any time.

2. Services

Services includes, but is not limited to, the Site, related technologies, and any software, data, reports, text, images, sounds, video, and content made available through any of the foregoing, and any new features added to or augmenting the Services, and all enhancements, modifications, and derivative works thereof ("Services").

3. Privacy

Your visit to our Site is also governed by our Privacy Policy. Please review our Privacy Policy at www.montway.com/privacy-policy.

4. Ownership

All content included on this Site is, and shall continue to be, the property of Montway or its content suppliers and is protected under applicable copyright, patent, trademark, and other proprietary rights. Any copying, redistribution, use or publication by you of any such content or any part of the Site is prohibited, except as authorized or approved in writing by us. Under no circumstances will you acquire any ownership rights or other interest in any content by or through your use of this Site.

By submitting any ideas, feedback and/or proposals to Montway regarding the Services (“Feedback”), you expressly acknowledge and agree that: (a) Montway is not under any obligation to you, including any obligation of payment of compensation or confidentiality, with respect to the Feedback; and (b) Montway may freely use, assign, transfer, distribute, exploit, and further develop and modify the Feedback for any purpose whatsoever and in identifiable or de-identifiable form. To the extent any copyright or other intellectual property ownership interest vests in you with respect to the Feedback, you hereby grant Montway a worldwide, non-exclusive, royalty-free, fully paid, irrevocable, sub-licensable, and perpetual right and license to make, use, copy, sell, distribute, otherwise exploit, and create derivative works of the Feedback. Further, you irrevocably release Montway from any and all liability and claims that may result from or are related to the rights to the Feedback.

5. Minors

This Site is not directed towards children. If you are a minor (under the age of 18), please do not submit any personal information to this Site. **IF YOU ARE YOUNGER THAN 18 YEARS OLD, PLEASE DO NOT USE THIS SITE OR ANY OF ITS SERVICES FOR ANY PURPOSE AT ANY TIME.** This Site is not intended for any children under the age of 18.

6. Site Use

Montway grants you a limited, revocable, non-exclusive license to use this Site solely for your own personal use and not for republication, distribution, assignment, sublicense, sale, preparation of derivative works, or other use. The Site and any part of it may not be reproduced, copied, framed or otherwise exploited for any commercial purpose without the express prior written consent of Montway. You agree not to copy materials on the site, reverse engineer or break into the Site, or use materials, products or services in violation of any law. The use of this Site is at our discretion and we may terminate your use of this Site at any time. Subject to your compliance with all the terms and conditions of these TOU, including any payment obligations, you may access and use the Service only for its intended purpose only during the term of your subscription for the Service.

7. Use Restrictions

You will access and use the Service for lawful and authorized purposes only, and in no event in connection with competitive research or for scoping, benchmarking, developing, or providing any similar or competitive product or service. In addition, you may not exceed the scope of your authorized use of the Service. You may not obtain or attempt to access or otherwise obtain any materials or information through any means not intentionally made available or provided for through the Service. You agree not to access the Service by any means other than through the interface that is provided by us to access the Service. You are prohibited from violating or attempting to violate the security of the Site, including, without limitation, by (a) accessing data

not intended for such user or logging onto a server or an account which the user is not authorized to access; (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (c) accessing or using the Site or any portion thereof without authorization; or (d) introducing any viruses, Trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.

You agree not to use the Site:

- In any way that violates any applicable federal, state, local or international law or regulation;
- To engage in any conduct that restricts or inhibits anyone's use or enjoyment of the Site, or which, as determined by us, may harm us or users of the Site or expose them to liability;
- Use the Site in any manner that could disable, overburden, damage, or impair the Site or interfere with any other party's use of the Site;
- Use any robot, spider or other automatic device, process or means to access the Site for any purpose, including monitoring or copying any of the materials on the Site;
- Use any manual process to monitor or copy any of the materials on the Site or for any other unauthorized purpose without our prior written consent;
- Use any device, software or routine that interferes with the proper working of the Site; or
- Otherwise attempt to interfere with the proper working of the Site.

8. Third Party Services

The Service may enable linkage between various online third-party services such as third party websites, email, cloud storage, social, and similar services ("Third-Party Services"). If you chose to take advantage of these feature and capabilities, you may be required to authenticate, register for or log into Third-Party Services through the Service or on the websites of their respective providers. By linking your account on the Service to your account on a Third-Party Service, you are authorizing Montway as your agent to access your Third-Party Service account and any information, content, materials, and features included therein, and use such Third-Party Service with read and write privileges on your behalf for the purpose of integrating your experience on the Service with such Third-Party Service. Your use of the Third-Party Services is governed solely by the agreement between you and the provider of such Third-Party Service, and the Third-Party Services provider is solely responsible for such Third-Party Service and you agree that Montway is not liable for any loss or claim that you may have against any such third party. Any access to and use of such Third-Party Service is not governed by these TOU or Montway's Privacy Policy but is instead governed by the terms and privacy policies of those Third-Party Services.

9. Mobile Services

The Service may include certain services that are available via a mobile device, including (i) the ability to upload content to the Service via a mobile device and (ii) the ability to browse the Service and the Site from a mobile device ("Mobile Services"). To the extent you access the Service through a mobile device, your wireless service carrier's standard charges, data rates and other fees may apply. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your carrier, and not all Mobile Services may work with all carriers or devices.

10. Compliance with Laws

You agree to comply with all applicable laws regarding your use of the Site. You further agreed that information provided by you is truthful and accurate to the best of your knowledge.

11. Indemnification

You agree to indemnify, defend and hold Montway and our partners, affiliates and our and their employees, officers, directors, harmless from and against any and all liabilities, losses, damages, payments, settlements, judgments, penalties, claims, fines and expenses, including reasonable attorney's fees, and costs, suits, and actions (whether actual, potential, threatened or pending), brought by any person or entity, related to your violation of these TOU or use of the Services.

12. Disclaimer

WE DO NOT WARRANT THAT ACCESS TO OR USE OF THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE SITE WILL BE CORRECTED. THE SERVICES AND INFORMATION ON THE SITE IS PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS. YOU AGREE THAT USE OF THE SITE IS AT YOUR SOLE RISK. MONTWAY DISCLAIMS ALL WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY EXPRESS WARRANTIES, STATUTORY WARRANTIES, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. TO THE EXTENT YOUR JURISDICTION DOES NOT ALLOW LIMITATIONS ON WARRANTIES, THIS LIMITATION MAY NOT APPLY TO YOU. YOUR SOLE AND EXCLUSIVE REMEDY RELATING TO YOUR USE OF THE SITE SHALL BE TO DISCONTINUE USING THE SITE.

13. Limitation of Liability

UNDER NO CIRCUMSTANCES WILL MONTWAY BE LIABLE OR RESPONSIBLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING DAMAGES FROM LOSS OF BUSINESS, LOST PROFITS, LITIGATION, OR THE LIKE), SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN ANY WAY RELATING TO THE SITE, YOUR SITE USE, OR THE CONTENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE AND/OR CONTENT IS TO CEASE ALL OF YOUR SITE USE.

14. Additional Rights

You may have additional rights under certain laws including consumer laws which do not allow the exclusion of implied warranties, or the exclusion or limitation of certain damages. If these laws apply to you, the exclusions or limitations in these TOU that directly conflict with such laws may not apply to you.

15. Additional Terms for California Residents

a. User Complaints

Under Cal. Civ. Code § 1789.3, California users are entitled to know that they may file grievances and complaints with the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs, in writing at 1625 North Market Blvd., Suite N 112, Sacramento CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210 or by email at dca@dca.ca.gov.

16. Arbitration

a. Arbitration

Any dispute, controversy, or claim between us arising out of or relating in any way to these TOU, and/or any of Montway's offerings, Services, Site, content or software will be resolved by binding arbitration, rather than in court, except that you or Montway (1) must assert claims in small claims court if your or our claims qualify, and (2) bring suit in any court of competent jurisdiction to enjoin infringement or other misuse of intellectual property rights, including with respect to temporary restraining orders. The Federal Arbitration Act and federal arbitration law shall apply to this arbitration agreement.

There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award the same damages and relief as a court (including injunctive and declaratory relief or statutory damages).

At least thirty (30) days before beginning an arbitration proceeding, you must send an individualized letter personally signed by you and identifying you, your legal claims, the requested relief and requesting arbitration to: Montway – 425 N. Martingale Rd., Suite 550, Schaumburg, IL 60173 by certified mail, Federal Express, UPS or USPS express mail (signature required). We will do the same; except in the event that we do not have a physical address on file for you, by electronic mail to the last known email address. Except as otherwise stated herein, the arbitration will be conducted by the National Arbitration Mediation (“NAM”) under its rules, including for Consumer-Related Disputes. You and Montway also agree to delegate the issue of arbitrability to an arbitrator. Payment of administration and arbitrator fees will be governed by the NAM's rules, except all of the filing fees will be paid by the filing party. If you are a prevailing party, you may seek reimbursement of your fees and costs. However, Montway may seek our attorney's fees and costs if the arbitration finds your claims to be frivolous. There will be only one arbitrator, not a panel. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location. You and Montway also agree that, if more than one dispute arises regarding the same or substantially similar issues, our respective claim(s) will be arbitrated in the order in which it/they were filed, except all claims shall be arbitrated within three (3) years. THIS ARBITRATION AGREEMENT WILL SURVIVE TERMINATION OF THESE TOU.

b. Class Action Waiver

We each agree that any dispute resolution proceedings or lawsuits, whether in arbitration or in a court of law, will be conducted only on an individual basis and not in a class or representative action. Therefore, you waive all rights to bring claims on behalf of a class of persons; however, you may still bring an individual claim for public injunctive relief and in small claims court.

Nothing in this provision, however, should operate to prevent the parties from settling claims on a class-wide basis or otherwise coordinating claims filed in arbitration.

c. Enforceability

If this arbitration agreement is invalidated in whole or part, the parties agree that the exclusive jurisdiction in Section 19 below shall govern any claim in court arising out of or related to these TOU.

d. Jury Trial and Small Claims Court

If for any reason a claim proceeds in court rather than in arbitration, the parties each waive any right to a jury trial. The parties also both agree that you or Montway may bring suit in any court of competent jurisdiction to enjoin infringement or other misuse of intellectual property rights, including with respect to temporary restraining orders.

17. Use of Information

Montway reserves the right, and you authorize us, to use and assign all information regarding Site uses by you and all information provided by you in any manner consistent with applicable laws and our Privacy Policy.

18. Copyrights

The Digital Millennium Copyright Act of 1998 (the “DMCA”) provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have otherwise been violated, please provide a notice to privacy@montway.com. The notice must include the following information:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of the works that have been allegedly infringed;
2. Identification of the copyrighted work alleged to have been infringed (or if multiple copyrighted works located on the Site are covered by a single notification, a representative list of such works);
3. Identification of the specific material or link alleged to be infringing or the subject of infringing activity, and information reasonably sufficient to allow Montway to locate the material on the Site;
4. Your name, address, telephone number, and email address (if available);
5. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send Montway a counter-notice.

Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA; see <https://www.copyright.gov/> for details.

19. Applicable Law

You agree that the laws of the State of Illinois, without regard to conflicts of laws provisions will govern these TOU and any dispute that may arise between you and Montway or its affiliates. Further, you and we agree to the jurisdiction of a state or federal court in the State of Illinois to resolve any dispute, claim, or controversy that relates to or arises in connection with these TOU (and any non-contractual disputes and/or claims relating to or arising in connection with it) and that is not subject to mandatory arbitration under Section 16 above.

20. Severability

If any provision of these TOU shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that these TOU will otherwise remain in full force and effect.

21. Waiver

The failure of Montway to exercise or enforce any right or provision of these TOU shall not operate as a waiver of such right or provision. Any waiver of these TOU by Montway must be in writing and signed by an authorized representative of Montway.

22. Marketing

Montway reserves the right to use your name and/or Montway name, logo, and trademarks and to identify you as a Montway user or customer, and for other similar marketing or promotional purposes on Montway's Site and in other communications and collateral materials provided to with existing or potential Montway customers, partners, and investors. To decline Montway this right you need to email privacy@montway.com stating that you do not wish to be used as a reference.

23. Relationship of the Parties

Nothing contained in these TOU or your use of the Site shall be construed to constitute either party as a partner, joint venturer, employee or agent of the other party, nor shall either party hold itself out as such. Neither party has any right or authority to incur, assume or create, in writing or otherwise, any warranty, liability or other obligation of any kind, express or implied, in the name of or on behalf of the other party, it being intended by both parties that each shall remain independent contractors responsible for its own actions.

24. Entire Agreement

These TOU constitutes the entire agreement between you and Montway and governs the terms and conditions of your use of the Site, and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and Montway with respect to this Site. Notwithstanding the foregoing, you may also be subject to additional terms and conditions, posted policies (including but not limited to the Privacy Policy), guidelines, or rules that may apply when you use the Site. Montway may revise these TOU at any time by updating these TOU and posting it on the Site. Accordingly, you should visit the Site and review the TOU periodically to determine if any changes have been made. Your continued

use of this Site after any changes have been made to the TOU signifies and confirms your acceptance of any such changes or amendments to the TOU.

25. Contact

If you have any questions, comments or notices regarding these TOU, please contact us at privacy@montway.com.