

## Montway Terms of Use – Updated and Effective Date: 10/10/2024

### 1. Application and Introduction

1. **Thanks for using our website.** These following terms and conditions of use (“TOU”) are a binding legal agreement between you and Montway LLC and its affiliates and subsidiaries (“Montway”) that govern your use of our website (“Site”) and the content contained therein (“Site Content”). The following TOU and our privacy policy (“[Privacy Policy](#)”) govern your use of the Site and our related products and Services (defined below). By accessing or using this Site, you acknowledge that you have read, understand, and agree to these TOU. If you are an employee or agent of an organization, by using our Site and/or Services (defined below), you represent and warrant that (1) you are authorized to agree to the TOU on behalf of the organization and (2) the organization will be bound by the TOU. The terms “you”, “your” and “yours” mean you, the user. The terms “we”, “us”, “our”, “ours”, and “Montway” mean Montway LLC.

**Important! Please carefully read these terms before using the site, as they affect your legal rights and obligations. If you do not agree to bound by all of these TOU, do not use the Site.**

2. **Additional Terms:** When using particular services or features of the Sites, in addition to these TOU, additional policies, service terms, payment terms or end user license agreements may apply to your use of that feature or service (“Additional Terms”). To the extent there is a conflict between these TOU and any Additional Terms, the Additional Terms will control unless the Additional Terms expressly state otherwise. Please note that if you have engaged with Montway for our vehicle transportation broker services, your use of such vehicle transportation broker services is also governed by our

**3. Binding Arbitration Notice: Section 16 of these TOU contains a mandatory arbitration clause, jury trial waiver, and class action waiver that applies to all customers using the Site and accessing Site Content. This provision applies to all disputes with Montway and affects how disputes with Montway are resolved and 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. By accessing the Site and the Site Content, you agree to be bound by the Dispute Resolution Agreement.**

4. **Modification:** 4. These TOU may be modified at any time by us, without notice for any reason, 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](http://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 and confirms your acceptance of any such changes or amendments to 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  
Montway Services include, but are not limited to the Site, Site Content, 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

Montway's collection and use of personal information in connection with your access to and use of the Site, the services offered via the Site, and all Site Content, including our use of third party cookies, tags, and other tracking technologies that may be used for analytics, marketing, and targeted advertising purposes, is described in our Privacy Policy. By using the Site, you consent to our Privacy Policy (available at [www.montway.com/privacy-policy](http://www.montway.com/privacy-policy)) and the use of these technologies.

## 5. Ownership

All Site Content made available through the Site or provided by Montway shall continue to be, the property of Montway or its content suppliers and is protected under applicable copyright, patent, trademark, and/or other Applicable Laws and Rules of the United States and other countries. You acknowledge that intellectual property rights are the exclusive property of Montway or its licensors and you agree that you will not remove, alter, or obscure any copyright, trademark, service mark or other proprietary rights notices. Any copying, modification, displaying, transmitting, redistribution, use or publication by you of any Site 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 Site Content by or through your use of this Site. By submitting any ideas, feedback and/or proposals to Montway regarding the Site, Site Content, or 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.

## 6. General Audience Site

This Site is general audience and does not target users younger than 18 and we do not knowingly collect personal data directly from any person younger than the age of 18. **if you are younger than 18 years old, please do not use this Site or any of its services or submit any information to us for any purpose at any time.**

## 7. Site Use

Montway grants you a limited, revocable, non-exclusive license to use this Site and access Site Content 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 along with all Site Content 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 Site Content, materials, products or Services in violation of any law. Subject to your compliance with all the terms and conditions of these TOU, including any payment obligations, you may access and use the Services only for its intended purpose only during the term of your subscription for the Service.

## 8. Registration & Access Controls

Certain areas of the Site may require account registration or may otherwise ask or require you to provide information to use Site features. When you choose to provide information to the Site, you agree to provide only true, accurate, current and complete information. You agree you will not sell or otherwise transfer your account or any account rights and that you will keep your account credentials confidential. Except to the extent prohibited by applicable, unwaivable law, Montway reserves the right to terminate your account or otherwise deny you access in its sole discretion without notice and without liability. You agree that you will be responsible for obtaining and maintaining all telephone, computer hardware and other equipment needed to access and use the Site. You also agree to comply with all rules, laws and regulations that are applicable to your use of the Site, including, without limitation, those governing your transmission or use of any software or data. If you submit personal information to register for an account with Montway or to otherwise participate in any services, that information will be governed by the [Privacy Policy](#). You may cancel your account at any time via your account page or by contacting our customer support team.

## 9. Use Restrictions

You will access and use the Services 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 Services. 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 Services. You agree not to access the Services by any means other than through the interface that is provided by us to access the Services. 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 or Site Content in any way that violates any applicable federal, state, local or international law or regulation;
- Engage in any conduct that restricts or inhibits anyone's use or enjoyment of the Site or Site Content, or which, as determined by us, may harm us or users of the Site or expose them to liability;
- Use the Site or Site Content in any manner that could disable, overburden, damage, or impair the Site or interfere with any other party's use of the Site or Site Content;
- Use any robot, spider or other automatic device, process or means to access the Site or Site Content for any purpose, including monitoring or copying any of the materials on the Site or Site Content;
- Use any manual process to monitor or copy any of the materials on the Site or Site Content 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 Site Content; or
- Otherwise attempt to interfere with the proper working of the Site or Site Content.

You agree that you will not, and will not permit or assist any third party to:

- Engage in or attempt to engage in any potentially harmful acts that are directed against the Services, including but not limited to violating or attempting to violate any security features of the Services; introducing or sending viruses, worms, spyware, malware, or any other kind of harmful code into or through the Services; interfering or attempting to interfere with the proper functioning of or use by others of the Services, including by means of overloading, flooding, spamming, mail bombing, or crashing the Services;
- Use manual or automated software or other means to scrape, crawl, spider, or similarly access or copy any portion of the Services or to use any portion of the Services to train or otherwise include in large language models, artificial intelligence technologies, or other machine learning tools, products, services, or features (except that we grant the operators of public search engines revocable permission to use spiders to copy materials from our websites for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials);
- Engage in or attempt to engage in any of the following: disabling, bypassing, modifying, defeating, violating, removing, impairing, circumventing, or otherwise interfering with digital rights-management technology or other features or technology that limits or prevents use of the Services or the content therein.

## **10. Third-Party Links and Content**

The Services 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 Services or on the websites of their respective providers. By linking your account on the Services 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 Services 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. 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, Montway’s Terms of Service, or Montway’s Privacy Policy but is instead governed by the terms and privacy policies of that Third-Party Service. Your correspondence and business dealings with others found on or through the Site including, without limitation, the delivery of your vehicle via a carrier, and any terms, conditions, warranties, and representations associated with any such dealings, are solely between you and the third party.

## **11. Mobile Services**

The Services may include certain services that are available via your mobile phone or mobile device, including (i) the ability to upload Site Content to the Services via a mobile device, (ii) the ability to browse the Services and the Site and access Site Content from a mobile device, (iii) the ability to receive marketing and transactional texts, (together the “Mobile Services”), and (iv) the ability access to Third-Party Services. To the extent you access the Mobile Services or Third-Party Services 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. Your carrier may prohibit or restrict certain Mobile Services and certain Mobile Services may be incompatible with your carrier or mobile device. Please contact your carrier with questions regarding these issues. As applicable, instructions regarding how to opt-out of Mobile Services will be disclosed. For example, the instructions may require you to text a keyword (e.g. “STOP”) to a long-code or short-code number. You agree that the Mobile Services for which you are registered may send communications to your mobile device regarding Montway or other parties. Further, we may collect information related to your use of the Mobile Services as described in our [Privacy Policy](#). If you have registered for Mobile Services, you agree to notify Montway of any changes to your mobile number on the Site to reflect this change.

## **12. Compliance with Laws**

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

## **13. Indemnification**

You agree to indemnify, defend and hold Montway and our carriers, 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.

## **14. Disclaimer of Warranties**

We do not warrant that access to or use of the Site or Site Content will be uninterrupted or error-free or that defects in the site will be corrected. The Services and information on the site are provided on an “as is,” “as available” basis. You agree that your use of the site and Site Content 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. The disclaimers in these terms apply to the maximum extent permitted by law. If you have statutory rights or warranties we cannot disclaim, the duration of any such statutorily required rights or warranties will be limited to the maximum extent permitted by law.

Montway disclaims all warranties, whether express or implied, concerning the performance of any of its carriers.

## **15. Limitation of Liability**

Under no circumstances will Montway (including its subsidiaries and affiliates) 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 Site Content, even if advised of the possibility of such damages. Your sole remedy for dissatisfaction with the Site or Site content is to cease all of your use of the Site.

## **16. 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.

## **17. 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](mailto:dca@dca.ca.gov).b. By accessing the Site, you understand that you may be waiving rights with respect to claims that are at this time unknown or unsuspected, and in accordance with such waiver, you acknowledge that you have read and understand, and expressly waive, the benefits of section 1542 of the Civil Code of California, and any similar law of any state or territory, which provides as follows:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

## **18. Location of the Site and Territorial Restrictions**

Montway controls and operates the Site from offices located in the United States and makes no representations or warranties that the information, products or services contained on the Site are appropriate for use or access in other locations. The information, products, and services provided on the Site are not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject Montway to any registration requirement within such jurisdiction or country. Anyone using or accessing the Site from outside the United States does so on their own initiative and is responsible for compliance with United States' and local laws regarding online conduct and acceptable content, if and to the extent such laws are applicable. We reserve the right to limit the availability of the Site or any portion of the Site, to any person, geographic area, or jurisdiction, at any time and in our sole discretion, and to limit the quantities of any content, program, product, service or other feature that we provide.

Software related to or made available by the Site may be subject to United States export controls. Thus, no software from the Site may be downloaded, exported or re-exported: (a) into (or to a national or resident of) Cuba, Crimea, North Korea, Iran, Syria or any other country to which the United States has embargoed goods or that has been designated by the U.S. government as “terrorist supporting”; or (b)

to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By accessing this Site, you represent and warrant that you are not located in, under the control of, or a national or resident of, any such country or on any such list. You agree to comply with all rules, laws and regulations that are applicable to your use of the Site, including, without limitation, those governing your transmission or use of any software or data.

## **19. Arbitration Agreement**

The Site is controlled and operated by Montway from its offices within the State of Illinois, United States of America. Montway makes no representation that materials in the Site is appropriate or available for use in other locations and other countries. Those who choose to access the Site from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. This agreement will be governed by, construed and enforced in accordance with the laws of the State of Illinois, excluding its conflict of laws principles. To the extent that any dispute between you and Montway arises from these Terms, the arbitration proceedings will be governed by federal arbitration law and by the JAMS (defined below) rules.

**Both you and Montway waive the right to a trial by jury and the right to bring or resolve any dispute as a class, consolidated, representative, collective, or private attorney general action. Both you and Montway waive the right to participate in a class, consolidated, representative, collective, or private attorney general action related to any dispute that is brought by anyone else. Notwithstanding any provision in the JAMS rules to the contrary, the arbitrator will not have the authority or any jurisdiction to hear the arbitration as a class, consolidated, representative, collective, or private attorney general action or to consolidate, join, or otherwise combine the claims of different persons into one proceeding.**

Except for disputes relating to the infringement of your or Montway's intellectual property (such as trademarks, trade dress, copyright and patents) or where Montway is seeking injunctive relief (the "Excluded Disputes"), you and Montway each agree to finally settle all disputes only through arbitration. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction.

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.

The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to these Terms or your use of the Site (including purchasing products or services through the Site) will be resolved solely by binding arbitration before a sole arbitrator under the Streamlined Arbitration Rules & Procedures of JAMS Inc. ("JAMS") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within thirty (30) days of the filing of a "Demand for Arbitration," then either party can elect to have the arbitration administered by another mutually agreeable arbitration administration service that will hear the case. If an in-person hearing is required, then it will take place in Chicago, Illinois or – if required by the JAMS rules (or the rules of any alternate arbitration service used by the parties) – in or near your city of residence. The federal or state law that

applies to these Terms will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions or class arbitrations; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, or for any Excluded Disputes, then the agreement to arbitrate does not apply and the dispute must be brought in a court of competent jurisdiction in Chicago, Illinois.

Subject to you demonstrating that the costs of arbitration will be prohibitive as compared to the costs of litigation, Montway will pay as much of the administrative and arbitrator's fees charged to you by JAMS (or an alternate arbitration service) as the arbitrator deems necessary to prevent the arbitration from being cost prohibitive to you as compared to litigation. The prevailing party may seek reimbursement of its fees and costs.

Either party may, notwithstanding this provision, bring qualifying claims in small claims court. In no event will you seek or be entitled to rescission, injunctive or other equitable relief or to enjoin or restrain the operation or exploitation of the Services or any other property of Montway (provided that nothing in these Terms will restrain a California resident's right (if any) under applicable law to seek public injunctive relief in accordance with this dispute-resolution provision).

You and Montway agree that, in the event that there are fifty (50) or more individual requests for arbitration of a similar nature filed against Montway within an approximately thirty-day period (or otherwise in close proximity), JAMS will administer all such similarly situated arbitration demands on a collective basis as a single, consolidated arbitration (subject to a single set of fees, proceeding schedule, and, if required, hearing) before a single arbitrator in accordance with the requirements outlined elsewhere in this section, provided that – in the event that the arbitrator deems it impracticable or inequitable to administer all such claims collectively in a single arbitration – (s)he may group demands for arbitration into groups of not fewer than twenty (20) matters, plus a remainder group as needed (or as otherwise deemed by the arbitrator to be practicable, equitable, and in best keeping with the spirit of this provision) and arbitrate each group of matters as a single, consolidated arbitration (either structure a "Batch Arbitration"). You and Montway agree (a) to work with JAMS in good faith to facilitate the resolution of disputes on a Batch Arbitration basis and (b) that requests for arbitration are of a "similar nature" if they arise out of the same event, agreement, or factual scenario and raise the same or similar legal issues and seek the same or similar relief. Disagreements over the applicability of this Batch Arbitration process will be settled in a single, consolidated arbitration proceeding that includes all affected parties and is resolved by a single arbitrator subject to the requirements of this section. This Batch Arbitration provision will in no way be interpreted as authorizing a class or collective arbitration or action of any kind, or any suit or arbitration involving joint or consolidated claims, under any circumstances other than those expressly set forth in this section.

The rules of JAMS and additional information about JAMS are available on the JAMS website. By agreeing to be bound by these Terms, you either (a) acknowledge and agree that you have read and understand the rules of JAMS or (b) waive your opportunity to read the rules of JAMS and any claim that the rules of JAMS are unfair or should not apply for any reason.

You have the right to opt-out and not be bound by the arbitration and the class action waiver provisions set forth in this section by sending written notice of your decision to opt-out to the following address: 425 N. Martingale Rd., Suite 550, Schaumburg, IL 60173. For new users, the notice must be sent within 30 days of registering an account with Montway, and for existing users, the notice must be sent within



30 days of the effective date of this policy. If you do not opt-out, you shall be bound to the terms in this section. If you choose to opt-out, Montway also will not be bound.

## **20. 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. Montway follows the notice and take down procedures of the DMCA. 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](mailto:privacy@montway.com). Please put the statement “DMCA Takedown Notice” in the subject field of your email. 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.

## **21. 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.

## **22. 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.

## **23. 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.

## **24. Marketing and User Content**

We may offer the ability to submit or post messages, reviews, social media posts, or other content (“User Content”) through interactive or other features, such as reviews, discussion forums, blog comments, gallery posts, or promotional activities (“Submission Features”).

You agree that your User Content will be treated as non-confidential and non-proprietary and will not be returned. You agree that you either: (i) own the rights to the User Content you submit and the right to grant all of the rights and licenses in these TOU; or (ii) you have all necessary rights and licenses from the owner(s) of these rights to enter into these TOU and grant Montway the license below. Upon Montway’s request, you will furnish Montway Inc. any documentation, substantiation or releases necessary to verify your compliance with these TOU.

You agree that we may, at any time, without restriction, edit, copy, publish, reproduce, translate, distribute, share, and otherwise use in any medium any User Content without your further permission. We are and shall be under no obligation (1) to pay compensation for any User Content; or (2) to respond to any User Content.

Montway is not responsible for the substance of any User Content and such User Content does not necessarily reflect the views of Montway. We may, but are under no obligation to, monitor, edit or remove User Content that we determine in our sole discretion is unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party’s intellectual property or these TOU. We may remove or refuse to post any User Content for any reason in our sole discretion.

You also acknowledge that the Internet may be subject to breaches of security and should be aware that submissions of User Content or other information may not be secure, and you should consider this before submitting any information to Montway.

**You retain any ownership you have in your User Content, but you acknowledge that Montway must have a license from you in order to accept your User Content. Accordingly, you grant to Montway a non-exclusive unrestricted, worldwide, irrevocable, perpetual, transferable and royalty-free license (but not obligation) to host, use, copy, distribute, display, perform, modify, translate, store or otherwise exploit all or any portion of your User Content for any purpose whatsoever in all formats, on or through any media, technology or device now known or hereafter developed.**

You agree that Montway is free to use any ideas or concepts contained in any User Content for any purposes whatsoever, including, without limitation, developing, manufacturing and marketing products and services, and creating informational articles, without any payment of any kind to you. You authorize Montway to publish your User Content in a searchable format that may be accessed by users of the Site and the Internet. This may include User Content that you submit through our accounts on social media websites (e.g., Facebook, Instagram, and Pinterest). To the fullest extent permitted, you waive any moral rights you may have in any User Content you submit, even if such User Content is altered or changed in a manner not agreeable to you. 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](mailto:privacy@montway.com) stating that you do not wish to be used as a reference.

## **ACCEPTABLE USE POLICY**

When you contribute, upload, or otherwise provide your User Content to the Site, you agree to comply with the following requirements:

- A. **User Content must be your own.** All User Content must be created by you and you must have all rights in the User Content OR all persons who contributed in any way or have any rights to your User Content, or otherwise appear in the User Content, must have given you permission to upload and distribute the User Content on the Site and elsewhere. **Upon our request, you will furnish us with any documentation, substantiation or releases necessary to verify your compliance with these TOU.**
- B. **No third-party materials.** Do not use any User Content that belongs to other people without their permission – this means you may not include any content owned or created by someone else, including, without limitation, content you found elsewhere on the Internet.
- C. **Only you, your friends, and family may appear in images or videos.** If you upload photos, videos, or audio recordings to the Site, make sure they are of you or of you and someone you know – but only with their express permission to post it.
- D. **Follow codes of social decency.** Be respectful. Do not make personal attacks. Harassing, stalking, posting insulting comments, personal attacks, gossip or similar actions are prohibited. Your User Content may not threaten, abuse or harm others. Your User Content may not include any negative comments that are connected to race, national origin, religion, gender, sexual preference or physical handicap or that are defamatory, indecent, obscene, pornographic or sexually explicit. If you think your User Content might offend someone, chances are it will – so it doesn't belong on the Site.
- E. **No User Content that is violent, illegal or promotes inappropriate activity.** Your User Content must not violate any law. Your User Content may not promote any illegal activity and your User Content may not promote violence nor describe how to perform a violent act. If you do upload or post User Content that is illegal, violent in nature, or otherwise inappropriate, we reserve the right to take any action that we deem appropriate in our sole discretion, including, without limitation reporting you to law enforcement.
- F. **Represent yourself truthfully.** Do not impersonate any other person, Montway, or another company. Do not upload or post User Content that you know is false, fraudulent, deceptive, inaccurate, misleading or that misrepresents your identity or affiliation with a person or Montway or any other company.
- G. **Keep private information private.** Remember that User Content may be visible to others. Do not post personal information (for example, never reveal your passwords, phone number, address, email address or similar information) in any public forum on Sites. If there is something you do not want the world to see, do not post it on the Site. And, what is true for you is true for others. Your User Content may not reveal another person's address, phone number, email address, or any information that may be used to track, contact, or impersonate that individual or that is personal in nature.
- H. **Use caution when interacting with others.** You are solely responsible for your interaction with other users of the Site, whether online or offline. We are not responsible or liable for the conduct of any user. We reserve the right, but have no obligation, to monitor or become involved in disputes between you

and other users. Please exercise common sense and your best judgment in your interactions with others, when you submit or post any personal or other information, and in all other online activities.

I. **No User Content for commercial purposes.** Your User Content may not advertise or promote a product or Site. You may not use your User Content to raise money for anyone or for a pyramid or other multi-tiered marketing scheme.

J. **Do not damage the Site or anyone's computers.** User Content may not contain viruses, Trojan horses, spyware or any other technologies that could impact the operation of the Site or any computer system.

**In cases where you feel threatened or believe someone else is in danger, you should contact your local law enforcement agency immediately.**

## **25. Social Distribution**

Montway may allow you – but only through express written permission or via Montway-provided functionality on the Site – to engage in certain personal uses of Site Content that include the ability to share Site Content with others ("**Social Distribution**"). For example, a Site may allow you to send Site Content to friends or post Site Content on a third-party web site. You understand that only Montway can make claims, promises or statements on behalf of Montway about its products and services and agree not to do so. You also agree that you will not imply that you and Montway are affiliated in any way or that Montway approves of your comments. We reserve the right to revoke our permission for Social Distribution at any time and for any reason and you agree to immediately cease Social Distribution upon notice of revocation and to comply with any terms we post in connection the Social Distribution of Site Content.

## **26. Linking Policy**

Montway grants you the revocable permission to link to the Site; provided, however, that any link to the Site: (a) must not frame or create a browser or border environment around any of the content on the Site or otherwise mirror any part of the Site; (b) must not imply that Montway or the Site is endorsing or sponsoring any third party or its products or services, unless Montway has given the third party prior written consent; (c) must not present false information about, or disparage, tarnish, or otherwise, in Montway's sole opinion, harm Montway or its products or services; (d) must not use any Montway trademarks without the prior written permission from Montway; (e) must not contain content that could be construed as distasteful, offensive or controversial or otherwise objectionable (in Montway's sole opinion); and (f) must be owned and controlled by you or the person or entity placing the link, or otherwise permit you to enable such link subject to these TOU. By linking to the Site, you agree that you do and will continue to comply with the above linking requirements. Notwithstanding anything to the contrary contained in these TOU, Montway reserves the right to prohibit linking to the Site for any reason in our sole and absolute discretion.

## **27. Promotions**

The Site may contain or offer sweepstakes or other promotions, which may be governed by a separate set of rules that describe the sweepstakes or promotion and may have eligibility requirements, such as certain age or geographic area restrictions. It is your responsibility to read those rules to determine whether or not your participation, registration or entry will be valid and to determine the sponsor's requirements of you in connection with the applicable sweepstakes or promotion.

## **28. Relationship of the Parties**

Nothing contained in these TOU or your use of the Site or Site Content 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.28. Entire Agreement

These TOU, including any policies referenced herein, constitute the entire agreement between you and Montway, and replaces and supersedes all prior or contemporaneous agreements, communications, and proposals, whether electronic, oral or written, between you and Montway with respect to this Site and Site Content.

## **29. Termination**

Montway reserves the right to terminate your access to and use of the Site in its sole discretion, without notice and liability, including, without limitation, if Montway believes your conduct violates these TOU. Montway also reserves the right to investigate suspected violations of these TOU, including, without limitation, any violation arising from any e-mails you send to the Site or Montway. Any violation of these TOU may be referred to law enforcement authorities. Upon termination of your access to the Site or upon demand from Montway, all rights granted to you under these TOU will cease immediately, and you agree that you will immediately discontinue use of the Site.

Montway also reserves the right to modify, withdraw, suspend, or discontinue in whole or in part (temporarily or permanently, at any time, and with or without notice) any Site Content or discontinue and cease operation of any Site in its entirety.

## **30. Contact**

Montway LLC  
Address: 425 N. Martingale Rd., Suite 550, Schaumburg, IL 60173  
Email: [privacy@montway.com](mailto:privacy@montway.com).