

WastePlace User Agreement

Last Revised Date: Aug 21, 2017

Welcome to WastePlace! WastePlace LLC and/or its affiliates (“we” or “WastePlace”) provide website features and other services to you when you visit WastePlace.com (the “Website”), use our services, use our mobile application, if any, or use any software or other application we may make available in connection with the foregoing (collectively, “WastePlace Services”). We provide the WastePlace Services subject to the terms and conditions set out in this User Agreement (this “Agreement”).

By using the Website or the WastePlace Services, you agree to these conditions. Please read them carefully.

SCOPE OF AGREEMENT; ACCEPTANCE AND MODIFICATION OF TERMS

1. Scope of Agreement. Your use of the Website and WastePlace Services is subject to this Agreement, our Privacy Policy, and any and all policies posted on the Website, our mobile application, any of our APIs, or any of our other related services, applications and tools (collectively the “Policies”).
2. Acceptance of Terms. By using the Website or the WastePlace Services, or by registering as a user on the Website, you agree to the terms and conditions of this Agreement and the Policies. This Agreement also at times may refer to you as a “WastePlace member,” and, depending on the context, a “customer” or “hauler.”
3. Modification of Terms. We reserve the right to make changes to this Agreement and the Policies at any time. We will make a good faith effort to notify all active, registered users of material changes made to this Agreement and the date in which such changes take effect. All modified terms and conditions shall take effect immediately after posting to the WastePlace website, or upon the stated date included within the announcement. We further reserve the right to modify or discontinue any or all WastePlace Services at any time and without notice and without any liability or responsibility to you.
4. Our Address. We are WastePlace, LLC, 401 Congress Avenue, Suite 1540, Austin, Texas 78701.

CERTAIN DEFINED TERMS

5. Broker. A Person who, for compensation, arranges, or offers to arrange, the transportation of items by an authorized Carrier. Carriers and their agents and employees are not Brokers within this definition when arranging for transportation of items that the Carrier accepts and is bound to transport.
6. Carrier. A person (whether an individual, company or other entity or organization) that provides for transportation of goods or passengers for compensation.
7. Customer. A person (whether an individual, company or other entity or organization) that arranges to have junk or waste removed by a Hauler.

8. Hauler. A person (whether an individual, company or other entity or organization) that provides junk or waste removal services to a Customer. This may include without limitation Brokers, Carriers, and third party logistics providers.
9. Permanent or Reoccurring Services. Waste removal services that are provided on a permanent or reoccurring basis – meaning waste is removed on a regular schedule or with a regular frequency as set forth in a separate agreement between the Customer and the Hauler.
10. Person. Any individual, company or other entity or organization.

OUR INTELLECTUAL PROPERTY

11. Intellectual Property Content. The Website and the WastePlace Services contain copyrighted material, inventions, know how, potential patentable business methods and trade secrets, design logos, phrases, names, logos or applications and code (“Intellectual Property Content”) all of which, unless otherwise indicated and/or provided pursuant to a third party license, are our sole property and we retain all appurtenant rights, interests and title thereto. We also claim ownership rights under the copyright and trademark laws with regard to the “look”, “feel”, “appearance” and “graphic function” of the Website and the WastePlace Services including but not limited to its color combinations, sounds, layouts and designs. Your use of the WastePlace Services does not confer upon you any license or permission to use our (or any third party’s) Intellectual Property Content. You shall not reproduce, modify, display, sell, or distribute the Intellectual Property Content, or use it in any other way for public or commercial purpose. All other trademarks, service marks and copyrights are held by their rightful owners.
12. Limited License. WastePlace grants to you a non-exclusive, non-transferable (except as permitted below), world-wide, limited license to make use of the WastePlace Services which you utilize. This license does not include any resale of WastePlace Services, or its contents; any collection and use of any quotes, offers, listings, descriptions, or prices; any derivative use of any WastePlace Service or its contents; any downloading or copying of account information; or any use of data mining, robots, or similar data gathering and extraction tools.
13. Reserved Rights and Prohibitions. All rights not expressly granted to you in this Agreement are reserved and retained by WastePlace or its licensors, suppliers, users, rights holders, or other content providers. No portion of any WastePlace Service may be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of WastePlace. You may use the WastePlace Services only as permitted by law and this Agreement.

OUR ROLE IN TRANSACTIONS BETWEEN CUSTOMERS AND HAULERS

14. WastePlace is a Neutral Venue for Customers and Haulers. We are not a Broker, Carrier, Customer, or Hauler, or an agent for any Broker, Carrier, Customer or Hauler. The Website acts as a venue where Customers and Haulers can interact and enter into agreements for the removal of junk and waste from Customer locations. We are not a party to any agreement made between WastePlace members via the Website or other WastePlace software platform. As a result, we have no control over the quality, safety, or legal aspects of the transactions that take place on our website.

15. No Investigation, Validation or Endorsement; No Agency. We do not prequalify or validate the claims of Haulers including with respect to their licensure, insurance and registration, or their compliance with any other applicable law or regulation. We do not endorse, recommend or refer any specific Hauler, nor do we have any control or influence over actions or decisions made by Customers or Haulers. All users of the WastePlace platform make their own decisions and you acknowledge and agree that we are not in any way arranging junk or waste removal services on your behalf.
16. No Assurances or Guarantees. Because we are not involved in the actual transactions between Customers and Haulers, we have no control over the accuracy of listings, the availability of Haulers, or the ability of Haulers to remove or transport items. We cannot ensure a Hauler will actually remove the item(s) requested, or that the Hauler will dispose properly of any item(s) actually removed. We cannot and do not guarantee the ability of members to complete or fulfill any services booked through the WastePlace platform. Furthermore, due to the difficulty of individual authentication, especially on the Internet, we cannot and do not guarantee the verification of any WastePlace member's identity. While we do not obligate ourselves to conduct any identity verification, any identity verification methods that we may employ are strictly on a best efforts basis and should not be solely relied upon by any person. You acknowledge and agree that any and all communications, correspondence, verbal or written or by electronic means, or any warranties or representations, made with regard to the arrangement of junk or waste removal services are not provided by us and are specifically and solely between you and the other WastePlace member.

YOUR REPRESENTATIONS AND AGREEMENTS AS A WASTEPLACE MEMBER REGARDING SERVICES

Generally

17. Entry into Agreements. You represent that you are at least 18 years of age and can form legally binding contracts under applicable law. If you are registering as a business entity, you represent that you have the authority to bind the entity to this Agreement and to any agreements you may enter into using the WastePlace Services. WastePlace Services are not available to temporarily or indefinitely suspended WastePlace members. Your WastePlace membership may not be transferred or sold to another party. Haulers must have a valid license to operate the vehicle(s) they intend to use. The WastePlace Services are for junk and waste removal services only; you agree that any services arranged for over the Website or using the WastePlace Services will involve only junk and waste removal services. You are not permitted to use the Website or the WastePlace Services website as a means to sell or market any types of goods or products, unless specifically permitted by WastePlace in a separate writing.
18. Customer Acceptance of Hauler Terms. As a Customer, you are responsible for reading all terms, conditions and tariffs published by Haulers, and when booking services using the Website or the WastePlace Services. You are agreeing to the Hauler's terms, conditions and tariffs, and entering into a legally binding agreement with the Hauler, unless the transaction is prohibited by law or by this Agreement. You acknowledge that, unless otherwise noted by the Hauler, arrival and removal dates and times are estimates only and are not guaranteed. Cancellations may be requested by either party prior to services being rendered (see **Section 43** for additional details). A Hauler reserves the right to inspect any item(s) to be removed before accepting them, and to refuse to remove any item prohibited by this Agreement or by law. **Reminder: WastePlace does**

not screen or qualify Haulers for compliance with federal, state or local laws and regulations, including but not limited to Hauler compliance with junk and waste removal, handling and disposal laws and regulations. It is recommended that you confirm such compliance directly with the Hauler before entering into any agreement with a Hauler.

19. Hauler Representations. As a Hauler, you must legally be able to remove any junk or waste that you agree to remove through the Website or the WastePlace Services. If you place a bid on any commercial (non-residential) removal services, you must also have in place a valid commercial general liability insurance policy with a limit of not less than \$1,000,000 each occurrence and in the aggregate, and by placing such bid you are representing and warranting to WastePlace that you have such a policy. You agree that it is your sole obligation to comply with all applicable laws, rules, statutes and regulations including without limitation any licensing requirements. You are solely responsible for all aspects of services, pricing and terms you offer to a Customer. You are solely responsible for performing any removal, and are not permitted to subcontract or bid out any removal services to third parties. All rates, services and terms of service are solely provided by the Haulers and not by WastePlace. You understand and acknowledge that all job information is provided by other registered users and WastePlace has no control over or responsibility for the accuracy of this information. You are responsible for reading all of the job details and by booking services on WastePlace you are entering into a legally binding agreement to complete the services as requested by the Customer.

Additional Agreements Regarding Permanent Services

20. Process. For Permanent Services, Haulers must upload to the Website the current version of their agreement, terms and conditions, or other document that shall apply to the Permanent Services offered (the "Permanent Services Agreement"). As described in **Section 18**, when accepting a bid with respect to Permanent Services, Customers are agreeing to all terms contained in the Permanent Services Agreement, except as such terms may be modified or limited herein.
21. Additional Terms and Conditions for Permanent Services Agreements. The following terms and conditions apply to all Permanent Services and Permanent Services Agreements. To the extent that such terms conflict with those contained in a Permanent Services Agreement, the Hauler expressly agrees that the terms described in this Agreement shall control.
- a. Agreement Length. All Permanent Services Agreements shall be for a term of twelve (12), twenty-four (24), or thirty-six (36) months.
 - b. Termination and Renewal. At the end of the term of a Permanent Services Agreement, the Customer shall be permitted to renew, cancel, or rebid the Permanent Services Agreement. The Customer shall have the right to notify the Hauler of its decision at any time during the period between one hundred eighty (180) days and ninety (90) days prior to the end of the then-current term of the Permanent Services Agreement. In the event that the Customer does not provide notice to the Hauler within such timeframe, such Permanent Services Agreement automatically shall be renewed for its original term length (12, 24, or 36 months, as applicable). Any such notices may be sent by electronic email (and the Hauler shall provide an email address to which such notices may be sent) or through the WastePlace platform. WastePlace may (but has no obligation to)

partially automate this process by sending notices to the Customer and by notifying the Hauler of the Customer's decision. WastePlace shall have no liability to any Customer or Hauler for its failure to take, or not to take, any particular action with respect to the renewal, cancellation or rebidding of a Permanent Services Agreement.

- c. Cancellation for Nonpayment. All Permanent Services Agreement shall be subject to cancellation by the Hauler following nonpayment by the Customer of amounts due for more than thirty (30) days. In the event of such cancellation the Hauler shall have the right to suspend service immediately.
 - d. Price Changes. Haulers shall be permitted to increase service prices only one (1) time per twelve (12) months of the term of the Permanent Services Agreement. Any such increase must be effective on the anniversary date of the Permanent Services Agreement, and can be made only on at least thirty (30) days prior notice to WastePlace. Any terms permitting the Customer to object to such price increases (and the Hauler to terminate the Permanent Services Agreement following such objection) shall continue to apply. This limitation does not apply to changes in services offered, or service levels or frequencies, including without limitation increased charges due to exceeding weight limitations on specified services.
 - e. No Rights of First Refusal. There shall be no obligation of the Customer to comply with any requirement in a Permanent Services Agreement that the Customer present to the Hauler any offers from third parties with respect to the services provided, or that the Customer grant the Hauler the opportunity to match the terms of any such offer.
 - f. Customer Right to Terminate for Material Breach. The Customer shall have the right to terminate the Permanent Services Agreement immediately on written notice to the Hauler, without further liability to the Hauler other than for services performed prior to termination, in the event that the Hauler materially breaches the terms of the Permanent Services Agreement, and such material breach remains uncured for thirty (30) days following written notice from the Customer to the Hauler reasonably describing the breach.
 - g. Governing Law and Venue. The Permanent Services Agreement shall be subject to the laws of the Customer's residence or principal place of business. Venue for any disputes between the Customer and the Hauler lies exclusively in the state and federal courts of Customer's residence or principal place of business. To the extent that the Permanent Services Agreement provides for the mediation or arbitration of disputes, such proceedings must be held in the county of Customer's residence or principal place of business.
22. Disclaimer of Representations and Warranties. WastePlace does not review, does not confirm or endorse, and hereby expressly disclaims any representations or warranties made in a Permanent Services Agreement, it being specifically agreed by the Customer and the Hauler that any such representations or warranties are made solely between the Customer and the Hauler. All Customers and Haulers release, and hereby agree to indemnify, defend and hold harmless WastePlace from any and all liability arising from the breach by any Customer or Hauler of any such representations or warranties.

23. No Obligation with Respect to Termination Fees or Liquidated Damages. Notwithstanding anything to the contrary herein, except as described in **Section 45** with respect to WastePlace's agreement to pay a single month of Customer fees in the event of cancellation by the Hauler of a Permanent Services Agreement for nonpayment, WastePlace shall have no obligation to, and shall not, pay, collect, or pursue any amounts that might be due from Customer to Hauler in connection with any termination of a Permanent Services Agreement, including without limitation amounts characterized as termination fees or liquidated damages.
24. No Obligation with Respect to Disputes. As described further in **Section 58** (Dispute Resolution – Disputes among Members), WastePlace has no obligation with respect to addressing or resolving disputes arising under a Permanent Services Agreement.

PAYMENTS, CHARGES AND FEES

Payments

25. Payments. As a part of the WastePlace Services, Customers can arrange to make payments to Haulers for services arranged over the Website or through the WastePlace Services. This is not an escrow service and other than confirming that services have in fact been performed, WastePlace exercises no control over the payments between WastePlace members or the release of funds.
26. Payments from Customers. Customer payments are required at the time that the Customer books services with a Hauler. Payments may be made by PayPal or by credit card, or other means made available by WastePlace. Credit card information may be retained, and the storage and usage of such information is subject to the terms of this Agreement and our Privacy Policy [insert link].
27. Payments to Haulers. Hauler payments are made monthly, on or around the first business day of the month, on a net 30 basis (meaning that a payment to the Hauler will include all payments received for services performed at least thirty (30) days prior to the date of the payment to the Hauler) for all services other than Permanent Services. Payments for Permanent Services shall be made monthly, on or around the first business day of the month or promptly following receipt of an invoice from the Hauler, if not received at least two (2) business days before the last business day of the prior month, for Permanent Services provided during the prior month. Haulers may elect to receive payments either (a) by ACH or Direct Deposit or (b) via PayPal. Hauler withdrawal of payments from PayPal may incur fees charged by PayPal.
28. Chargebacks and Reversed Payments. In the event that a Customer successfully charges back a credit or debit card payment or reverses any other payment type, then WastePlace will reverse the payment within the Customer and Hauler accounts, and the job would then be treated as unpaid. If the payment for the job already has been disbursed to or withdrawn by the Hauler, the Hauler must refund such amount to WastePlace, and in WastePlace's sole discretion, WastePlace may offset such amount from any future payment due to the Hauler. WastePlace reserves the right to charge to the Hauler, or to withhold from any future payment due to the Hauler, any costs associated with the chargeback.
29. Unwarranted Chargebacks. Unwarranted chargebacks or payment reversals initiated by WastePlace members are prohibited, may result in the suspension of your WastePlace account,

and may result in WastePlace pursuing any and all options at its disposal to collect the withdrawn funds including, but not limited to, sending your unpaid account to a third party collections agency. A chargeback should not and may not be filed as a replacement, or in addition to, a cancellation of a WastePlace transaction. In the event that shipping services were not performed, all members must abide by the WastePlace cancellation policy described in **Section 43**. The WastePlace cancellation process ensures the integrity of the feedback system and accuracy of any refund.

30. **Warranted Chargebacks**. In situations where a chargeback may be warranted, such as when a member feels that their card or payment method has been charged fraudulently, the WastePlace member should first notify WastePlace so that we may investigate the claim to determine if a chargeback is appropriate.

Pricing and Price Changes

31. **Pricing and Price Changes**. WastePlace does not set or control prices offered by Haulers. Quotes and offers Customers receive from Haulers are required to be all-inclusive (including without limitation tax) based on the information Haulers provide. However, if the characteristics, condition or quantity of the item(s) to be removed, or the location of the item(s) to be removed, are materially different than specified by the Customer and result in required changes in order for the Hauler to remove the item(s), including without limitation but not limited to equipment or labor required, other services required, disposal, removal or recycling fees paid by the Hauler to third parties, governmental penalties and fines, taxes, and legal costs, then the Hauler may invoice a different amount than the original quote, and may refuse to remove and/or dispose of the item(s) until the updated quote is paid.
32. **Notification and Charge**. Customers will be notified of any price changes or new fees that are requested through WastePlace. Unless otherwise requested by a Customer, WastePlace will charge the Customer's payment method on file within forty-eight (48) after the request for the price change or additional fees. In the event that a job is re-quoted and the resulting amount due is less than the amount initially quoted and paid, a WastePlace account credit equal to the difference between the amount initially paid and the adjusted invoice amount will be applied to the Customer's WastePlace account. Credits may be applied toward any other service within one year of the date of issuance, otherwise they will expire. Customers should contact member support regarding refund requests, questions or concerns about their WastePlace account credits.
33. **Instant Pricing**. Notwithstanding **Section 31** (Pricing and Price Changes), WastePlace may offer "instant," "buy now," or similar pricing through the WastePlace Services (collectively "Instant Pricing"). Such Instant Pricing is intended to reflect WastePlace's determination of pricing that WastePlace believes will be sufficient to result in an accelerated approval and service delivery process. Instant Pricing is subject to change at any time without notice, and WastePlace shall have no liability (other than an obligation to refund the price paid) in the event that WastePlace is unable to locate a Hauler available and willing to perform the work that is the subject of the Instant Pricing bid in a timely manner.

Fees

34. Fees. You are solely responsible for paying all fees incurred by any users of your account as well as all applicable taxes. Some features on WastePlace require a payment method to be on file with WastePlace. You authorize WastePlace to charge any applicable fees to the payment method(s) you provide to us. WastePlace reserves the right to waive or change our fees, penalties, or interest at any time. We may temporarily change or suspend our fees as a promotion and such changes are effective for the promotional period described on the WastePlace website.
35. Account Registration Fees. There are no registration or subscription fees for basic Customer (personal or business) or Hauler accounts.
36. Listing/Posting Fees. WastePlace reserves the right to charge and collect a listing fee in order to list a job. The amount for such a listing fee, if any, will be displayed to members before listing any job.
37. Customer Service Charges. WastePlace may collect a Service Charge fee from the Customer at the time of booking. The amount for such a Service Charge, if any, will be displayed to the Customer before booking. **This fee is non-refundable in the event of a completed job.**
38. Hauler Transaction Fees. Haulers may be charged a base transaction fee (which may be discounted for special programs) for jobs that are booked and completed through the Website or the WastePlace Services. The total price of the quote for a job determines the applicable fee according to the Transaction Fee Schedule, which may change from time to time. In the event a Hauler assesses additional charges than the original booked quote due to changes in the services provided, the fee will be based upon the final assessed price. For Permanent Services, the “Job Value” is determined based on the monthly amount of fees, charges and other amounts charged to a Customer.

Transaction Fee Schedule		
<i>Job Value (inclusive of all charges, taxes and fees, as charged and paid by Customer)</i>	<i>Transaction Fee (Junk Removal)</i>	<i>Transaction Fee (Dumpster Rental or Permanent)</i>
\$0 - \$499.99	20%	15%
\$500.00 - \$1,499.99	18%	13%
\$1,500.00 - \$2,999.99	16%	11%
\$3,000.00 - \$4,999.99	14%	9%
\$5,000.00 - \$7,499.99	12%	7%
\$7,500.00 - \$9,999.99	10%	5%

\$10,000.00+	8%	3%
Minimum Transaction Fee on All Jobs	\$9.99	\$9.99

39. Additional Fees for Certain Hauler Services. WastePlace reserves the right to charge additional fees for certain services provided as part of the WastePlace Services, including without limitation a per-lead charge for assembling and sending groups of leads to a Hauler.

40. Excessive Cancellation Surcharge. Our cancellation policy is described in **Section 43**, but is intended to be used only in rare situations. Haulers that have excessive cancellations at the time a shipment is booked will have a variable surcharge added to the Transaction Fee, based on the number of cancellations in the prior 12 months.

Excessive Cancellation Surcharge Schedule	
<i>Cancellations in Prior 12 Months</i>	<i>Surcharge Amount</i>
2 or less	No surcharge
3 - 5	25% of Transaction Fee
6 - 8	50% of Transaction Fee
9 or more	100% of Transaction Fee

41. Failed ACH Fees. If payment by bank account (ACH) is not received for any reason, a fee of \$50.00 will be debited to your WastePlace account or charged to any available payment method we may have on file.

CREDIT AND DEBIT AUTHORIZATION; CANCELLATIONS

42. Authorization to Credit and Debit Accounts.

- a. Generally. As a Customer or Hauler, you irrevocably and expressly authorize WastePlace to credit any monies to the account that you have identified. It is your responsibility to maintain a valid, credit card or bank account on file with us while engaging in activity with the WastePlace Services. You agree that if you do not maintain a valid credit card or bank account on file with us during any billing attempt, you may be subject to interest (equal to the lower of 12% per year or the highest amount permitted by law) on any past due amounts. You expressly authorize WastePlace to withhold and/or debit any amount from any account that you have identified for any chargebacks, fees, costs, deductions, adjustments and any other amounts owed to WastePlace. We reserve our rights to all actions and remedies in connection with amounts owed to WastePlace.
- b. Retention of Information. For some services, we may require that you provide us with approval to retain your credit card or bank account information in our accounting

systems and to charge your payment method in accordance with our services descriptions. As an example, in the event that a Customer orders (and pays in advance for) an open-top construction container for disposal of up to 3 tons, but the container actually ends up containing 5 tons, the Hauler will need to charge for the overage. In that situation, the Hauler will invoice us for the difference, and once we verify the overage using our typical procedures, we will notify the Customer by email and charge the payment method we have on file, all under our stated pricing policies.

43. Cancellations.

- a. Cancellation Requests. A cancellation may be requested by either the Customer or the Hauler after a quote is accepted through the WastePlace Services but before any services are performed. Cancellations should only be requested after reasonable attempts have been made by the Customer and Hauler to reach an agreeable solution and it is certain that the services that were booked on WastePlace will not be performed. When you request a cancellation, the other party will be notified and will have seventy-two (72) hours to respond by either:
 - i. accepting the cancellation and your reason;
 - ii. accepting the cancellation but providing their own reason and/or comments; or
 - iii. disputing the reason for cancellation and requesting review by WastePlace.
- b. Handling of Requests. If a request for cancellation is accepted by the other party, the match will be canceled and the job can either be relisted or deleted. If your cancellation request is disputed by the other member, then the request will be sent to WastePlace and a determination will be made on allowing or not allowing the cancellation. If the other party does not respond within the seventy-two (72) hour period, the cancellation and reason will be automatically accepted.
- c. Refunds and Credits. For all cancellations that have been accepted or allowed, the quoted amount will be refunded to the Customer to the payment method originally used.
- d. Excessive Cancellations. As described in **Section 40** above, excessive Hauler cancellations will result in a variable surcharge being added to the Transaction Fee. Excessive cancellations may also be displayed in the Hauler's profile or on Hauler quotes.

44. Cancellations for Permanent Services Generally. Notwithstanding **Section 43**, Cancellations of Permanent Services are subject to the terms and conditions of the applicable Permanent Services Agreement, except as the same are modified or limited by **Section 21**.

45. Customer Cancellations of Permanent Services: One Month Payment Guarantee. In the event that a Hauler terminates a Permanent Services Agreement due to the failure of a Customer to pay amounts owed under such agreement, WastePlace shall pay to the Hauler the lesser of (a) the amount owed by the Customer for the month prior to termination or (b) one month's worth of the average monthly amount of fees, charges and other amounts charged to and paid by

Customer during the then-current term of such agreement. Hauler shall assign to WastePlace any rights with respect to collection of such amounts from the Customer. Customer agrees that as assigned, such amount shall be considered a debt of Customer to WastePlace, provided that such assignment shall not make WastePlace responsible for any provision of services by the Hauler to the Customer. WastePlace reserves the right to modify or terminate this program at any time, with or without notice.

YOUR USE OF THE WEBSITE AND WASTEPLACE SERVICES

46. Information You Submit. You solely are responsible for any information you provide to us or other WastePlace members in the registration, listing, quotation, or service delivery process, or any other use of the WastePlace Services. Your personal information and any job listings and information (for Customers) and any offers or quotes (for Haulers) must be true, legal, accurate, and non-fraudulent. You authorize us to use the information you supply to us in connection with the WastePlace Services and in accordance with this Agreement.
47. No WastePlace Control Over Content. The Website and the WastePlace Services act as a passive conduit for any and all communication and/or distribution of information. We have no control, editorial or otherwise, over any communication, information, and specifically, over the content of such communication or information. We do not and will not ensure the accuracy or reliability of such communication or information nor will we act as a monitor over the content of such communication for information. However, we do reserve the absolute right to remove or restrict any communication or information that you may post to the Website or the WastePlace Services that is in violation of this Agreement, illegal, threatening, or lewd. You assume legal responsibility for all damages incurred as a result of any of your online communication or distribution of information.
48. Your Representations Regarding Information You Provide; License. You expressly represent and warrant the following: (1) you are the owner, with all appurtenant rights thereto, of any and all communication, content and/or information that you post on the Website or the WastePlace Services; or (2) you are the legitimate and rightful grantee of a worldwide, royalty free, perpetual, irrevocable, sub-licensable, non-exclusive license to use, distribute, reproduce and distribute such communication, content and/or information. To only that extent required to allow us to use your communication, content and/or information and not violate your rights in the same, you grant to us a royalty free, transferable, worldwide, perpetual, irrevocable, sub-licensable, non-exclusive license to exercise the copyright, publicity and database rights that you have in your communication, content and/or information. You further represent and warrant that any and all of your online communication, content and/or information:
 - a. will not violate any international, federal or state law, regulation, rule, or statute;
 - b. will not violate the terms of this Agreement;
 - c. will not infringe any third party's intellectual property rights including but not limited to copyright, patent or trademark rights;
 - d. will not contain obscene, lewd, or suggestive content and under no circumstances will it contain pornography;

- e. will not be libelous, threatening, harassing or defamatory. This specifically includes making legal claims of any sort about WastePlace employees, agents, other members, or the Website or any of the WastePlace Services;
 - f. will not knowingly contain any computer hardware or software, viruses, trojan horses, worms, or any other computer programming that may interfere with the operation of the Website or the WastePlace Services, operation of any of our systems, and/or create or impose a large burden or load on the Website or the WastePlace Services;
 - g. will not scan or test the vulnerability or security of the Website or the WastePlace Services or the system within which the Website or the WastePlace Services operate;
 - h. will not be used for commercial or public purposes outside of the requirements of this Agreement;
 - i. will not knowingly create liability for WastePlace through your use of WastePlace's Services;
 - j. will not frame or link to our Services without our written permission; and
 - k. will not knowingly involve the upload, or insertion of, any programming language or code into or onto the Website or the WastePlace Services.
49. Information Posted Publicly. Unless otherwise indicated, transaction activity on WastePlace is intended to be made public, and you are authorizing WastePlace to use or repurpose this information (including without limitation any feedback or review a Customer may leave for a Hauler, or that a Hauler may leave for a Customer) within the scope of the WastePlace Services and this Agreement, including in a user identifiable manner, without notice or compensation to you. In order to maintain the safety, security and integrity of the WastePlace Service, you may not provide contact information to other WastePlace members prior to booking.
50. Information Posted Privately. For any information you provide that is expressly not intended to be made public, you grant WastePlace a right to use the information in aggregate or in a non-user identifiable manner pursuant to our Privacy Policy.
51. Prohibited Activities. We may suspend or remove your account if we suspect that you have engaged in prohibited activities in connection with the WastePlace Services. We reserve the right to edit, amend, or delete any prohibited or malicious content that members submit on the Website or the WastePlace Services. Members may not manipulate or attempt to manipulate other members' accounts. Other prohibited activities include but are not limited to:
- a. requesting payment from another WastePlace member via instant cash transfer services (non-bank, point-to-point cash transfer services such as Western Union or Moneygram);
 - b. improperly influencing in any manner, or cause another to, improperly influence or manipulate in any manner the feedback of the member;
 - c. posting and/or copying and pasting the content of a member feedback review from the Website or the WastePlace Services to your own personal or business website, to any

other third party website and/or on any of your own personal, business or third party marketing/advertising materials regardless of the form;

- d. attempting to gain feedback by receiving multiple feedback from the same member (members may only leave one feedback rating, whether positive, neutral, or negative, to any other member, regardless of the number of matches that the two parties complete with each other);
- e. posting or attempting to post, in any manner or by any means, a feedback review on your own account;
- f. asking Customers to pay off-site through another form of payment, irrespective of whether not they already have paid through the Website or the WastePlace Services;
- g. changing, or in any way attempting to collect from Customers, as an additional charge to the total amount agreed upon for the services, the WastePlace Transaction Fee or any other fees charged to Haulers under this Agreement;
- h. charging Customers a higher price (including taxes, service charges, or any other fees) than that which was agreed upon on WastePlace and provided in the Hauler's quote (provided that the shipment was as described on WastePlace). The quoted price must include ANY and ALL charges, including any taxes, fees, etc.;
- i. representing or communicating to Customers that you are authorized or required to collect the WastePlace Transaction Fee;
- j. causing another person or entity to engage in any conduct, act or behavior intended or designed to circumvent or avoid, in any manner, our right to the WastePlace Transaction Fee or any other fees charged by WastePlace;
- k. entering into any transaction, letter of intent or memorandum of understanding, written or verbal, formal or informal agreement, with a member, that circumvents or avoids our right to a Transaction Fee or any other fees charged by WastePlace;
- l. communicating or corresponding, whether by written, verbal, or electronic means, with a member, for the purpose of entering into an agreement or transaction that circumvents or avoids our right to a Transaction Fee or any other fees charged by WastePlace; or
- m. providing on the Website or the WastePlace Services personal contact information, including without limitation website addresses, fax numbers, phone numbers or email addresses, or using such information, for the purpose of entering into an agreement or transaction that circumvents or avoids our right to a Transaction Fee or any other fees charged by WastePlace.

In the event that any prohibited activity results in the loss by WastePlace or nonpayment to WastePlace of a Transaction Fee or other fee to which WastePlace otherwise would be entitled, WastePlace shall be entitled to receive from you, and you shall pay on demand from WastePlace, an amount equal to three (3) times the amount of the Transaction Fees or other

fees to which WastePlace was entitled. Such amount is intended as liquidated damages and not as a penalty. This shall not limit WastePlace's ability to avail itself of any other remedy to which WastePlace may be entitled in equity or at law. You and WastePlace agree that the actual losses to WastePlace resulting from such prohibited activities are uncertain and would be difficult to ascertain, and that the amount stated above represents reasonable compensation in the event of a breach by you of these prohibitions.

52. Member Suspension or Removal. We reserve the absolute right to reject or suspend your participation, or remove you from your current participation, with the WastePlace Services at any time and for any reason or for no reason and without notice to you. Not limiting the foregoing, events that that may result in the suspension or removal of your participation include without limitation:

- a. any circumvention of the WastePlace Services by you or by others at your direction;
- b. your creation, maintenance and/or management of more than one account;
- c. your circumvention or non-payment in full of our fees;
- d. any attempt by you to improperly influence, or cause another to, improperly influence the feedback of members;
- e. any attempt by you to harass, or cause another to harass, or submit inappropriate communications to a member and/or a failure to deliver the promised services on time;
- f. any attempt by you to harass, or cause another to harass, or submit inappropriate communications to one of our employees, agents, or partners; or
- g. our knowledge of criminal convictions or civil actions which we deem to be of risk to the WastePlace community.

53. Reinstatement. Upon your removal or suspension from the WastePlace Services you may petition for reinstatement. Your petition for reinstatement must include a written statement as to why you should be reinstated and an acknowledgement and understanding of previous violations. Your petition will be reviewed at our discretion and any determination as to your reinstatement will be based on our sole judgment. Your submission of a petition does not, in any manner, guarantee that you will be reinstated. We will contact you as to our decision to reinstate you. We are not obligated to give you any reason or basis as to our decision. You understand that any decision as to reinstatement may be a simple yes or no. All decisions are final.

FEEDBACK POLICIES AND OUR LIMITED ROLE IN DISPUTES

54. Feedback and Ratings. For each WastePlace transaction, the Customer and the Hauler are allowed to rate each other by leaving feedback for one another. Feedback consists of a zero-to-five-star rating, along with a short comment about your experience. While feedback may be solicited for multiple transactions between a single Customer and a single Hauler, only the most recent rating will be included in any cumulative Customer or Hauler rating.

55. Content and Use of Feedback. Feedback consists of comments left by other WastePlace members and a composite feedback rating compiled by WastePlace. You agree that you will not use your WastePlace feedback in any venue other than the Website and the WastePlace Services. Members should always use caution and good judgment when leaving feedback for another member because, members could be held legally responsible for damages to a member's reputation if a court were to find that the remarks constitute libel or defamation. Under federal law (including without limitation the Communications Decency Act), because WastePlace does not censor feedback or investigate it for accuracy, WastePlace is not legally responsible for the remarks that members post, even if those remarks are defamatory. However, this law does not protect the person who leaves the feedback from responsibility for it.
56. Resolving Feedback Disputes. To maintain the integrity of the feedback system, feedback left for a member is a permanent part of that member's profile. Generally, feedback comments cannot be edited at a later date. Members should resolve any misunderstandings prior to leaving feedback, as most misunderstandings can and are resolved quickly through direct communication. There may be times when you are unhappy with, disagree with, or regret feedback that you left for another member, or that may have been left for you. If you have a disagreement over feedback, you have the following options:
- a. Reply to Feedback Received. Share your side of the story by responding to any comment that has been left for you. Your response will be shown directly below the comment left by the other WastePlace member.
 - b. Mutual Feedback Withdrawal. If both members are able to resolve a problem after feedback has been left, you can mutually agree to withdraw the feedback rating and comment. Both members must agree, and feedback will be withdrawn at the same time upon confirmation of the request by both members.
 - c. Feedback Comment Withdrawal. WastePlace will remove individual feedback comments only in very rare circumstances, such as but not limited to, when they violate certain WastePlace policies and instances when WastePlace receives a valid court order to remove feedback.
57. Dispute Resolution – Disputes with WastePlace. Disputes between you and WastePlace regarding our Services should be reported to WastePlace Member Support. Subject to the requirement that legal disputes must be submitted to arbitration as described in **Section 75**, we will attempt to resolve any disputes you have with us.
58. Dispute Resolution – Disputes among Members. Because we are a neutral venue, we are not responsible for resolving any disputes between you and other WastePlace members regarding services, and it is the responsibility of Customers and Haulers to resolve all monetary disputes, damage claims, breach of contract claims, or other claims outside of WastePlace. Not as a limitation on the foregoing, if you report a dispute to WastePlace, we will make reasonable efforts to help both parties communicate; however, all disputes must be resolved directly between you and the other member. Therefore, if we are contacted by a member who claims to have a dispute with you regarding transactions completed on WastePlace and they request your contact information (including but not limited to any of your provided phone numbers

and/or addresses) to discuss or settle the dispute, you expressly authorize us to release your provided contact information to the WastePlace member and you agree to release us from any and all liability associated therewith. We encourage you to report all member-to-member disputes to law enforcement officials, or a certified mediation or arbitration entity. When appropriate, we also encourage you to report disputes involving fraud, theft, or other criminal activity to the appropriate law enforcement agencies. WastePlace shall have no liability for, and you hereby release and agree to indemnify, defend and hold harmless WastePlace from any and all liability arising from or relating to, any act or omission of WastePlace with respect to any dispute arising between you and another WastePlace member.

59. Refunds. In very limited circumstances, and at WastePlace's sole discretion, WastePlace may issue refunds to Customers for services that have not been provided or completed. **WastePlace shall not provide refunds relating to any completed services.**

PROHIBITED ITEMS

60. Prohibited Items. You may not list any job on the Website or the WastePlace that would cause any person to violate any applicable law, statute, ordinance, regulation or that requests or would cause a Hauler to transport or dispose of prohibited items. Prohibited items are hazardous or dangerous goods that may pose a danger to health, safety, or property while being transported (such as explosives, radioactive materials, flammable gases and solids, and toxic substances). Hazardous materials that cannot be shipped through the mail or by commercial carrier are not allowed on WastePlace. Full responsibility rests with the Customer to comply with all laws and regulations with respect to listing jobs involving, and requesting, the removal of all item(s).

OUR MOBILE APPLICATION

61. Usage. If we make available a mobile application, when using the WastePlace Services on a mobile device and/or the WastePlace mobile application, you shall: (a) observe all traffic laws and otherwise drive safely; (b) use your good personal judgment while driving, (c) not interact with the app, unless your vehicle is stationary and legally parked; (d) not use the Website Services for any illegal, unauthorized, unintended, unsafe, hazardous, or unlawful purposes.
62. Compatibility. WastePlace does not warrant that the mobile application will be compatible or interoperable with your mobile device or any other piece of hardware, software or equipment. Compatibility and interpretability problems can cause the performance of your mobile device to diminish or fail completely, and may result in permanent damage to your mobile device, and corruption of the software of and files located on your mobile device, and WastePlace shall have no liability should these problems arise. You assume all responsibility and risk for the use of the WastePlace Services and mobile applications.
63. No Obligation Regarding Versions. You may only access the WastePlace Services using authorized means. It is your responsibility to check to ensure you download the correct application for your device. WastePlace is not liable if you do not have a compatible mobile device or if you download the wrong version of the application for your mobile device. WastePlace reserves the right to terminate the WastePlace Services and the use of any mobile application or version thereof, including without limitation in the event you use the WastePlace Services or mobile application with an incompatible or unauthorized device. You will comply

with all applicable law from your home nation, the country, state and/or city in which you are present while using the WastePlace Services or mobile application.

GENERAL TERMS

64. No Agency. Your agreeing to be bound by the terms of this Agreement, your provision of services and/or your use of the WastePlace Services, does not confer or imply any contractor (independent or otherwise), agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship with us.
65. Release and Indemnity Regarding Disputes among Members. Should you have a dispute with one or more WastePlace members, you release and agree to hold harmless, indemnify and defend WastePlace, LLC and its owners, governing persons, agents, and employees from and against all claims, demands and damages (actual and consequential) of any kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes, including without limitation any injuries or damage to property.
66. Indemnity Regarding Your Actions. You agree to hold harmless, indemnify and defend WastePlace, LLC and its owners, governing persons, agents, and employees from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your negligence, breach of this Agreement, breach of any separate agreement made between you and another party through the WastePlace Services (including without limitation any Permanent Services Agreement) or violation of any law or the rights of a third party.
67. Confidentiality/Non-Disclosure. As a result of the performance of this Agreement and whether due to any intentional or negligent act or omission, we may disclose to you or you may otherwise learn of or discover, our documents, business practices, object code, source code, management styles, day-to-day business operations, capabilities, systems, current and future strategies, marketing information, financial information, software, technologies, processes, procedures, methods and applications, or other aspects of our business ("Our Information"). You hereby agree and acknowledge that any and all of Our Information is confidential and shall be our sole and exclusive intellectual property and proprietary information. You agree to use Our Information only for the specific purposes as allowed by the performance of this Agreement. Any disclosure of Our Information to a third party specifically including a direct competitor is strictly prohibited and will be vigorously challenged in a court of law. All obligations contained herein shall survive the termination of this Agreement. Furthermore, you acknowledge that our information is proprietary, confidential and extremely valuable to us, and that we would be materially damaged by your disclosure of Our Information. You acknowledge and agree that monetary damages provide an insufficient remedy for the breach of this confidentiality obligation, and that we shall be entitled to injunctive relief.
68. Taxes. You are solely responsible for any and all taxes, levies, charges and fees incurred or that may be payable to any taxing authority in connection with the transactions hereunder, other than any income tax incurred by WastePlace. All fees stated for use of the WastePlace Services are net of any applicable taxes.
69. Record Keeping/Audit. WastePlace reserves the right to keep all records of any and all transactions and communications between you and other members for administration purposes

in accordance with all applicable laws and regulations. All Haulers are required to retain records of transactions bid or obtained through the Website (a) for one (1) year from the date of the services performed, for all services other than Permanent Services and (b) for two (2) years from the date of the termination of the underlying agreement with the Customer, for all Permanent Services. WastePlace shall have the right to review, inspect and copy such records for the purpose of determining compliance with this Agreement on reasonable notice.

70. Non-solicitation. During the term of this Agreement you shall not solicit to hire nor hire our employees of whom you become aware of through the performance of this Agreement. Furthermore, you shall not otherwise interfere with any of WastePlace's other business relationships including but not limited to those with other WastePlace members. Specifically, you shall not knowingly, directly or indirectly, solicit or attempt to solicit, divert, and/or send marketing content to any WastePlace member in which you initially constituted a relationship through WastePlace.
71. Unsolicited Idea Submission. We always want to receive messages and feedback from WastePlace members and welcome any comments regarding the Website or the WastePlace Services. However, WastePlace policy does not allow us to accept or consider ideas, suggestions, or proposals other than those we specifically request. The intent of this policy is to avoid the possibility of future misunderstandings when new functionality and features developed internally by WastePlace might be similar or even identical to your idea. If you do send WastePlace an unsolicited suggestion, idea, or proposal, or if you send, at the request of WastePlace, a comment or suggestion to improve the Website or the WastePlace Services (for example, through discussion boards or via email) (collectively, the "Submission"), WastePlace will consider the Submission to be non-confidential and non-proprietary. WastePlace shall have no obligations concerning the Submission, contractual or otherwise (including but not limited to an obligation to keep the Submission confidential), and shall not be liable for any use or disclosure of any Submission. WastePlace shall be entitled to unrestricted use of the Submissions for any purpose whatsoever, commercial or otherwise, without notice or compensation to you.
72. Remedies. Remedies for use of the Website or the WastePlace Services that violate this Agreement or our Policies include, but are not limited to, the immediate removal your listing(s), quote, bids and/or profile, notifying our members of your actions, issuing a warning, temporarily suspending your membership, terminating your membership, and refusing to provide our Services to You.
73. Limited Liability and No Warranty. You acknowledge that we cannot guarantee the continuous operation of or access to the Website, the WastePlace Services, or tools including those of third party solution providers (collectively the "Services and Tools"). You further acknowledge that operation of and access to the Services and Tools may be interfered with as a result of technical issues or numerous factors outside of our control. You agree that you are making use of the Services and Tools at your own risk, and that they are being provided to you on an "AS IS" and "AS AVAILABLE" basis. Accordingly, to the extent permitted by applicable law, we exclude and disclaim all express or implied warranties, terms and conditions including, but not limited to, implied warranties of merchantability, warranties of title, warranties of noninfringement, or warranties of fitness for a particular purpose. In addition, to the extent permitted by applicable law, we are not liable, and you agree to release and hold harmless WastePlace from, any

damages or losses (including, but not limited to, loss of money, goodwill or reputation, profits, or other intangible losses or any special, indirect, or consequential damages) resulting directly or indirectly from:

- a. viruses or other malicious software obtained by accessing the Services and Tools;
- b. glitches, bugs, errors, or inaccuracies of any kind including information and graphics obtained from or in the Services and Tools;
- c. the content, actions, or inactions of third parties, including items listed in the Services and Tools;
- d. your need to modify practices, content, or behavior or your loss of or inability to do business, as a result of changes to this Agreement or our policies.
- e. changes to the availability of the Services and Tools, or planned or unplanned service downtime; or
- f. changes to any WastePlace products or features, or to the Services and Tools.

Notwithstanding anything to the contrary in this Agreement, WastePlace's liability to you for any action relating to the WastePlace Services, the Website or otherwise, irrespective of the form of the claim, shall not exceed twelve (12) months of fees actually paid to WastePlace in connection with the WastePlace Services with respect to the specific WastePlace Services in question, as provided to you.

Some jurisdictions do not allow certain disclaimers of warranties or limitations or exclusion of damages, so such disclaimers and exclusions may not apply to You.

74. **Legal Compliance.** You shall comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of the Website and the WastePlace Services, and your listing of jobs and description of items, or offers to dispose of such items.
75. **Arbitration.** Any legal claim arising out of or relating to this Agreement or our services, excluding legal action taken by WastePlace to collect our fees and/or recover damages for, or obtain an injunction relating to, the WastePlace operations, intellectual property, and the WastePlace Services, shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. The arbitration shall be conducted in Austin, Texas before a single arbitrator, and judgment on the arbitration award may be entered into any court having jurisdiction thereof.
76. **Trademark and Domain Name Protection.** The Website and the WastePlace Services contain trademarks, trade names, trade dress, service marks, domain names or other indicia of ownership (collectively the "Marks") owned or licensed for use by WastePlace. Unless otherwise agreed to in a writing signed by WastePlace that specifically references this **Section 76**, no right, property, license, permission or interest of any kind in or to the Marks is or is intended to be given or transferred to or acquired by you pursuant to the execution, performance or non-performance of this Agreement or any part thereof. You shall in no way contest or deny the validity of, our right of title to or license of use for, the Marks, and you shall

not encourage or assist others directly or indirectly to do so, during the term of this Agreement and thereafter. You shall not utilize the Marks in any manner that would diminish their value or harm their reputation. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of the Website or WastePlace Services without express written consent. You may not use any meta tags or any other "hidden text" utilizing WastePlace's name or trademarks without the express written consent of WastePlace. You shall not use or register any domain name that is identical to or similar to any of the Marks.

77. Security. WastePlace uses industry standard practices to safeguard your personal information, including firewalls and Secure Socket Layers (SSL). We utilize several different security techniques to protect data from unauthorized access, but we cannot guarantee the security of our system. We also do not guarantee uninterrupted or secure access to our system, as the operation of the Website and the WastePlace Services can be interrupted by numerous factors outside of our control.
78. Governing Law and Venue. This Agreement and your use of the Website and the WastePlace Services shall be governed by the laws of the State of Texas, without regard to its conflict of laws principles. Exclusive venue for any dispute that cannot be submitted to arbitration as required by **Section 75** shall be in any court of competent jurisdiction in Travis County, Texas.
79. Other Terms and Conditions. We have the sole discretion to set forth and post additional terms and conditions for your use of the WastePlace Services at various places throughout the WastePlace Services. Such additional terms and conditions shall be considered an effective amendment to this Agreement and said terms and conditions shall be incorporated herein. If there is any conflict between those additional terms and conditions and the specific terms and conditions set forth herein, the terms and conditions set forth in those additional terms shall govern.
80. No Modification; Severability; Waiver; Attorneys' Fees; Interpretation. This Agreement may not be modified, supplemented, qualified, or interpreted by any trade usage or prior course of dealing not made a part of the Agreement by its express terms. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity of this Agreement as a whole and any such provision should be enforced by applicable authority, and reconstructed if need be, to apply to the maximum extent allowable under applicable law. The failure by either party to enforce at any time any of the provisions of this Agreement, to exercise any election or option provided herein, or to require at any time the performance of the other of any of the provisions herein will not in any way be construed as a waiver of such provisions. Reasonable attorneys' fees and costs will be awarded to the prevailing party in the event of litigation involving the enforcement or interpretation of this Agreement. The section headings used herein are for convenience only and shall not be given any legal import.