**PICKUP Service Agreement**

**Version 2.0 Release**

**Last Update: February 22, 2018**

This Service Agreement (“Agreement”) constitutes a legal agreement between you, an individual (“Service Provider” or “You”), and PICKUP Now, Inc., a limited liability company (“Company” or “PICKUP”).

The Company provides delivery leads and opportunities to independent service providers relating to the pick-up, transport, and delivery of goods and/or the provision of services using PICKUP Services (as defined below). PICKUP Services enable an authorized Service Provider to seek, receive, and fulfill requests for the pick-up, transport, and/or delivery of goods and/or commerce from an authorized user of PICKUP’s mobile application or online site. You desire to enter into this Agreement for the purpose of accessing and using PICKUP Services and/or the PICKUP App.

This Agreement governs the relationship between the Company and Service Provider, and establishes the parties’ respective rights and obligations. In exchange for the promises contained in this Agreement, Service Provider shall have the right and obligation to perform the “Delivery Services” as defined herein. However, nothing in this Agreement requires Service Provider to perform any particular volume of Delivery Services during the term of this Agreement, and nothing in this Agreement shall guarantee Service Provider any particular volume of business for any particular time period.

In order to use PICKUP Services, Service Provider must agree to the terms and conditions that are set forth herein. Upon Service Provider’s execution (electronic or otherwise) of this Agreement, Service Provider and PICKUP shall be bound by the terms and conditions set forth herein.

**PLEASE NOTE THAT TO USE PICKUP SERVICES AND THE ASSOCIATED SOFTWARE, YOU MUST AGREE TO THE TERMS AND CONDITIONS SET FORTH HEREIN. PLEASE REVIEW THE ARBITRATION PROVISION SET FORTH IN SECTION 15.0 CAREFULLY, AS IT WILL REQUIRE YOU TO RESOLVE DISPUTES WITH PICKUP ON AN INDIVIDUAL BASIS THROUGH FINAL AND BINDING ARBITRATION UNLESS YOU CHOOSE TO OPT OUT OF THE ARBITRATION PROVISION.**

**1.0. Definitions.**

1.1. “*Delivery Services*” means the provision of the pick-up, transport, and/or delivery of goods and/or commerce to PICKUP Users via PICKUP Services and/or the PICKUP App in the Territory by the Service Provider using the Service Provider’s Vehicle.

1.2 “PICKUP App” means PICKUP’s mobile application that enables the Service Provider to access PICKUP Services for the purpose of seeking, receiving, and fulfilling on-demand requests for the pick-up, transport, and/or delivery of goods and/or commerce by PICKUP Users.

1.3. “*PICKUP Data*” means all data related to the access and use of the PICKUP Services hereunder including all data related to PICKUP Users (including PICKUP User’s Information), all data related to the provision of Delivery Services via PICKUP Services and the PICKUP App, and the Service Provider Password.

1.4. “*PICKUP Services*” mean PICKUP’s on-demand lead generation and related services that enables Service Providers to seek, receive, and fulfill on-demand requests for the pick-up, transport, and/or delivery of goods and/or commerce by PICKUP Users; such PICKUP Services include access to the PICKUP App and PICKUP’s software, websites, telephone number, payment services as described herein, and related support services systems, as may be updated or modified by PICKUP at its discretion from time to time.

1.5. “*PICKUP User*” means an end user authorized by PICKUP to use PICKUP’s mobile application, website, and/or phone number for the purpose of requesting and/or obtaining Delivery Services offered by Service Providers.

1.6. “*PICKUP User Information*” means information about a PICKUP User made available to the Service Provider in connection with such PICKUP User’s request for and use of Delivery Services, which may include the PICKUP User’s name, pick-up location, delivery location, contact information, photo, and description of goods and/or commerce to transport.

1.7. “*Registration Code*” means a one-time use code provided by PICKUP to a Service Provider that enables a Service Provider to use and access their account via the PICKUP App.

1.8. “*Territory*” means the city or metro areas in the United States in which the Service Provider is enabled by the PICKUP App and/or PICKUP Services to receive requests for Delivery Services.

1.9. “*Vehicle*” means a Vehicle of Service Provider that: (a) meets the then-current PICKUP requirements for a Vehicle; and (2) PICKUP authorizes for use by the Service Provider for the purpose of providing Delivery Services on behalf of Service Provider. Minimum vehicle requirements are provided in the PICKUP Acceptable Vehicle Policy

1.10. “*Your Device*” means a mobile device owned or controlled by you: (a) that meets the then-current Company specifications for mobile devices and (b) on which the PICKUP App has been installed as authorized by the Company solely for the purpose of providing Delivery Services.

**2.0. Company Philosophy.**

PICKUP was founded on the practice and principles of “White Hat” behavior. PICKUP refers to service providers as “Good Guys” and we intend to only contract with upstanding citizens and those who believe in doing the right thing. This means:

* Providing exceptional service to PICKUP and PICKUP Users
* Being dependable and trustworthy
* Treating other Service Providers, PICKUP’s Users and partners with respect and dignity
* Owning up to mistakes and fixing them as fast as possible

**3.0. Use of PICKUP Services.**

3.1. *Registration Code*. PICKUP will issue you a one-time use Registration Code to access your account and use the PICKUP App on a Device in accordance with this Agreement. After submitting your Registration Code you will be able to access your account using the PICKUP App using your personal Google or Facebook login credentials. PICKUP does not store or manage your login credentials. PICKUP reserves the right to deactivate access to your account via the PICKUP App if you have not fulfilled a request for Delivery Services using the PICKUP App for a period of sixty days. You will immediately notify the Company of any actual or suspected breach of your account or the PICKUP App.

3.2. *Delivery Services*. When the PICKUP App is active, a PICKUP User’s request for Delivery Services may appear to you via the PICKUP App or via an instant messaging system, such as Ryver or Slack, utilized by the Company if you are available and in the vicinity of the PICKUP location. If you accept a PICKUP User’s request for Delivery Services, PICKUP Services will provide you with certain PICKUP User Information via the PICKUP App or by the instant messaging system, including the PICKUP User’s name, pick-up and delivery locations, and a description of the goods and/or commerce to be transported. You acknowledge and agree that once you have accepted a PICKUP User’s request for Delivery Services, PICKUP may provide certain information about you to the PICKUP User, including your first name, contact information, photo and location, and your Vehicle’s make and license plate number. You shall not contact any PICKUP User or use any PICKUP User’s personal data for any reason other than for the purposes of fulfilling Delivery Services. Once you accept a PICKUP User’s request for Delivery Service, you agree to contact the PICKUP User using the contact information provided by PICKUP Services through the PICKUP App to (1) inform the PICKUP User of your estimated time of arrival for the pick-up of goods and/or commerce; (2) verify the item(s) being moved by type and quantity; and (3) to verify the delivery location and any special instructions including but not limited to inclusion of stairs, assembly, etc.

As between Company and you, you acknowledge and agree that: (1) you shall be solely responsible for determining the most effective, efficient, and safe manner to perform each instance of Delivery Services; and (b) except for the PICKUP Services, truck decals, and PICKUP t-shirts, you shall provide all necessary equipment, tools, and other materials, at your own expense, necessary to perform Delivery Services.

3.3. *Equipment*.

3.3.1. Use Of Your Device To Access PICKUP App. You acknowledge and agree that you are responsible for the acquisition, cost, and maintenance of Your Device as well as any necessary wireless data plan. Following execution of this Agreement, the Company will grant you a personal, non-exclusive, non-transferable license to install and use the PICKUP App on Your Device solely for the purpose of providing Delivery Services. You agree to not provide, distribute, share, or enable the provision, distribution or sharing of the PICKUP App (or any data associated therewith) with any third party. The foregoing license grant shall immediately terminate and you will delete and fully remove the PICKUP App from Your Device in the event that you cease to provide Delivery Services using Your Device. You agree that: (1) use of the PICKUP App on Your Device requires an active data plan with a wireless carrier associated with Your Device, which data plan will be provided by you at your own expense; and (2) use of the PICKUP App on Your Device as an interface with the PICKUP Services may consume very large amounts of data through the data plan.

The Company shall not be responsible or liable for any fees, costs, or overage charges associated with any data plan.

3.3.2. Equipment Necessary To Provide Delivery Services. You acknowledge and agree that you are responsible for providing and supplying the following tools and/or equipment which you agree and acknowledge are the minimum tools necessary to provide Delivery Services: (1) 8’ x 10’ waterproof tarp with tie gown grommets, (2) three 23’ x 3’ ratcheting tie downs, (3) adjustable bungee cargo net that is 36” x 47” or larger, (4) three moving quilts or blankets, (5) assortment of bungee cords, (6) collapsible dolly or hand truck, and (7) stretch wrap. You further acknowledge and agree that you are solely responsible for the provision of and maintenance of all tools and equipment necessary to provide Delivery Services. You retain the sole discretion to purchase or supply the brand of your choosing of equipment and/or tools necessary to provide Delivery Services. You further acknowledge and agree that you are solely responsible for providing any additional tools and/or equipment necessary to fulfill on-demand requests for the pick-up, transportation, and delivery of goods and commerce by PICKUP Users.

3.4. Geo-Location Information. You acknowledge and agree that your geo-location information must be provided to PICKUP Services via Your Device in order to provide Delivery Services. You acknowledge and agree that your geo-location information may be obtained by the PICKUP Services while the PICKUP App is running.

**4.0. You and Your Vehicle.**

4.1. *You*. You acknowledge and agree that at all times, you shall: (1) hold and maintain (a) a valid, non-expired, driver’s license with the appropriate level of certification to operate your Vehicle, (b) valid, non-expired, auto insurance that meets state minimum requirements and (c) all licenses, permits, approvals, and authority applicable to you that are necessary to provide Delivery Services to PICKUP Users and third parties in the Territory; (2) possess the appropriate and current level of training, expertise, physical fitness, and experience to provide Delivery Services in a professional manner with due skill, care and diligence; (3) maintain high standards of professionalism, service, and courtesy; (4) are 21 years or older; and (5) are capable of lifting a minimum of fifty (50) pounds. You acknowledge and agree that you may be subject to certain background and driving record checks every six months in order to qualify to provide, and remain eligible to provide, Delivery Services. You acknowledge and agree that the Company reserves the right, at any time in the Company’s sole discretion, to deactivate or otherwise restrict you from accessing or using the PICKUP App or PICKUP Services if you fail to meet the requirements set forth in the Agreement.

4.2. *Your Vehicle*. You acknowledge and agree that your Vehicle shall at all time be: (1) properly registered and licensed to operate within the Territory; (2) owned or leased by you, or otherwise in your lawful possession; (3) suitable for performing Delivery Services contemplated by this Agreement; and (4) maintained in good operating condition, consistent with industry safety and maintenance standards for a Vehicle of its kind and any additional standards or requirements in the applicable Territory, and in a clean and sanitary condition. You further acknowledge and agree that to perform Delivery Services, your Vehicle will meet minimum requirements as set forth in the PICKUP Acceptable Vehicle Policy.

4.3. *Restrictions.* You acknowledge and agree that while logged into the PICKUP App and/or while providing Delivery Services, you will not transport or carry on person (1) firearms, ammunitions, and/or other explosive materials; (2) illegal goods; (3) hazardous materials as defined by FMCSA Hazardous Materials Regulations on your body or in your Vehicle; (4) additional people with the possible exception of other PICKUP authorized service providers; and/or (5) animals.

4.4. *Credentials*. To ensure your compliance with the requirements set forth in Sections 4.1 and 4.2 above, you must provide the Company with electronic copies of all such licenses, permits, approvals, authority, registrations, and certifications prior to your provision of any Delivery Services. Thereafter, you must submit to the Company electronic evidence of all such licenses, permits, approvals, authority, registrations, and certifications as they are renewed. The Company shall, upon request, be entitled to review such licenses, permits, approvals, authority, registrations, and certifications from time to time, and your failure to provide or maintain any of the foregoing shall constitute a material breach of this Agreement. The Company reserves the right to independently verify your documentation from time to time in any way the Company deems appropriate in its reasonable discretion.

**5.0. Proprietary Rights; License.**

5.1. *License Grant*. Subject to the terms and conditions of this Agreement, the Company hereby grants you a non-exclusive, non-transferrable, non-sublicensable, non-assignable license, during the term of this Agreement, to use PICKUP Services (including the PICKUP App) solely for the purpose of providing Delivery Services to PICKUP Users and tracking resulting Fees and Service Fees. All rights not expressly granted to you are reserved for the Company and its respective licensors.

5.2. *Restrictions*. You shall not, and shall not allow any other party to: (1) license, sublicense, sell, resell, transfer, assign, distribute, or otherwise provide or make available to any other party the PICKUP Services or PICKUP App in any way; or (2) reverse engineering, decompiling, modifying, or disassembling PICKUP Services or PICKUP App, except as allowed under applicable law. In addition, you shall not, and shall not allow any other party to, access or use PICKUP Services or PICKUP App to: (1) design or develop a competitive or substantially similar product or service; or (2) copy or extract features, functionality, or content thereof.

5.3. *Intellectual Property and Proprietary Data*. The PICKUP Services, PICKUP App and Company Data, including intellectual property, are and shall remain the property of the Company. Neither this Agreement nor your use of the PICKUP Services, PICKUP App or Company Data conveys or grants to you any rights in or related to the PICKUP Services, PICKUP App or Company Data, except for the limited license granted above. Other than as specifically permitted by the Company in connection with the PICKUP Services, you are not permitted to use or reference or register or otherwise claim ownership in any manner the Company’s name, logos, products and service names, trademarks, service marks, trade dress, copyrights, or other indicia of ownership, alone and in combination with other letters, punctuation, words, symbols, and/or designs for any commercial purpose.

5.4. *Use of PICKUP T-Shirt Or Other PICKUP Insignia*. You acknowledge and agree that you shall not provide services similar to and/or in direct competition with the Delivery Services described within this Agreement while wearing a t-shirt or other piece of clothing bearing the PICKUP logo, name, or design or otherwise representing that you are acting on behalf of PICKUP.

**6.0. Payment.**

6.1. *Service Provider Payment Calculation*. You are entitled to charge a fee for each instance of completed Delivery Services provided to a PICKUP User that is obtained via PICKUP Services (“Delivery Fee”), where such Delivery Fee is calculated based upon a base fee amount. You acknowledge and agree that the Delivery Fee provided under the Service Provider Payment Calculation is the only payment you will receive in connection with the provision of Delivery Services, and that neither the Delivery Fee nor the Service Provider Payment Calculation includes any gratuity. You hereby: (1) appoint the Company as your limited payment collection agent solely for the purpose of accepting the Delivery Fee from the PICKUP User on your behalf via the payment processing functionality facilitated by PICKUP Services. The Company agrees to remit, or cause to be remitted, to you on at least a weekly basis: (1) the Delivery Fee less the applicable Service Fee; and (2) depending on the region, certain taxes and ancillary fees. The “base fee amount”, specified at <https://pickupnow.com>, covers standard runs of up to ten miles from the pick-up location to the delivery location. You may receive additional payment for requests that (1) require you to travel a distance greater than ten miles from the pick-up location to the delivery location; (2) require you to walk up or down a flight of stairs; (3) require you to lift and/or move heavy and/or large items; and/or (4) require you to assemble and/or disassemble furniture or other items. You hereby further agree that you will not receive or accept payment of cash and/or other method of payment, exclusive of gratuity, outside the process identified under this Agreement for leads generated through the PICKUP App or PICKUP Services.

6.2. *Additional Requests From PICKUP User*. The PICKUP User will be charged the base fee amount and, if applicable, any additional. If the delivery request requires additional labor, exceeds the scope of the delivery request received through the PICKUP App or PICKUP Services, or exceeds the estimated amount of time to complete the Delivery Services, you agree to contact PICKUP Services to adjust the Service Provider Payment Calculation to include additional charges before completing the Delivery Services. You further acknowledge and agree that failure to notify PICKUP Services of the adjustment to the Service Provider Payment Calculation before completion of the Delivery Services may result in the PICKUP User not being charged any additional fees for purposes of calculating your Delivery Fee. You further acknowledge and agree that you will not receive payment, cash or otherwise, for Delivery Services that are outside the scope of the delivery request.

6.3. *Payment Schedule and Accounts*. Service Provider agrees to establish an account with “Bill.com” (or similar payment processing service PICKUP engages) for which all Delivery Fees, minus applicable taxes, ancillary fees, and Service Fees, (Service Provider Payments) will be deposited by the Company and transferred from Bill.com to a bank account maintained by you on the Bill.com platform. You acknowledge, agree, and authorize the Company to deposit Service Provider Payments into your “Bill.com” banking account. Service Provider Payments may be processed daily Monday through Friday, except on bank holidays, for all delivery requests completed the prior calendar day or as soon thereafter as reasonably possible. Service Provider Payments for delivery requests completed on Friday, Saturday, or Sunday are processed on the following Monday or as soon thereafter as reasonably possible. Service Provider Payments are automatically deposited into the bank account you establish through “Bill.com” within two to three business days. You further acknowledge and agree that the first Service Provider Payment may take up to a week to appear in your bank account.

6.4. *Changes to Service Provider Payment Calculation*. The Company reserves the right to change the Service Provider Payment Calculation at any time in the Company’s discretion based upon local market factors, current business conditions or to account for any regulatory changes, and the Company will provide you with notice in the event of changes to the base fee amount that would result in a change to the Delivery Fee. Continued use of the PICKUP Services after any such change in the Service Provider Payment Calculation shall constitute your consent to such change.

6.5. *Service Fee*. In consideration of the Company’s provision of the PICKUP App and PICKUP Services for your use and benefit hereunder, you agree that the Company will calculate the Service Provider Payment based on the details of each order and will be presented to you at the time the order is offered for you to accept or decline, as provided to you via email, text message, or otherwise made available electronically by the Company. In the event regulations applicable to your Territory require taxes to be calculated on the Delivery Fee, the Company shall calculate the Service Fee based on the Delivery Fee net of such taxes. The Company reserves the right to change the Service Fee at any time in the Company’s discretion based upon local market factors, current business conditions or to account for any regulatory changes, and the Company will provide you with notice in the event of such change. Continued use of the PICKUP Services after any such change in the Service Fee calculation shall constitute your consent to such change.

6.6. *Cancellation Charges*. You acknowledge and agree that PICKUP Users may elect to cancel requests for Delivery Services that have been accepted by you via the PICKUP App or PICKUP Services at any time prior to your arrival at the pick-up location. In the event that a PICKUP User cancels an accepted request for Delivery Services, the Company may charge the PICKUP User a cancellation fee on your behalf. If charged, this cancellation fee shall be deemed the fee for the cancelled Delivery Services for the purpose of remittance to you hereunder (“Cancellation Fee”).

6.7. *Fulfillment Orders*. Notwithstanding the terms in Section 6.1, through, and including 6.6, fulfillment orders placed directly with merchants rather than through the App or the PICKUP website (“Fulfillment Orders”) may be subject to a different payment model. Nothing will prevent the parties from negotiating a different rate of pay for a Fulfillment Order, and the Service Provider is free to accept or reject Fulfillment Order opportunities. The acceptance of a Fulfillment Order opportunity does not change, alter, or modify the Service Provider’s status as an independent contractor. As with all Delivery Services, Service Provider shall retain 100% of any gratuity paid by the PICKUP User for a Fulfillment Order.

6.8. *Taxes*. You acknowledge and agree that you are required to: (1) complete all tax registration obligations and calculate and remit all tax liabilities related to your provision of Delivery Services as required by applicable law; and (2) provide the Company with all relevant tax information. You further acknowledge and agree that you are responsible for taxes on your own income arising from the performance of Delivery Services.

6.9. *Disputes*. In the event the Company fails to remit payment in a timely or accurate manner, Service Provider shall have the right to seek proper payment by any legal means contemplated by this Agreement and, should the Service Provider prevail, Service Provider shall be entitled to recover reasonable costs incurred in pursuing proper payment, provided, however, the Service Provider shall first inform the Company by email at accounting@pickupnow.com or in writing at P.O. Box 262107, Plano, TX 75026 of the failure and provide the Company a reasonable opportunity to cure it.

**7.0. Confidentiality.**

7.1. Each party acknowledges and agrees that in the performance of this Agreement it may have access to or may be exposed to, directly or indirectly, confidential information of the other party (“Confidential Information”). Confidential Information includes Company Data, Service Provider Passwords, PICKUP Users’ Information, and the transaction volume, marketing and business plans, business, financial, technical, operational, and such other non-public information of each party (whether disclosed in writing or verbally) that such party designates as being proprietary or confidential or of which the other party should reasonably know that it should be treated as confidential.

7.2. Each party acknowledges and agrees that: (1) all Confidential Information shall remain the exclusive property of the disclosing party; (2) it shall not use Confidential Information of the other party for any purpose except in furtherance of this Agreement; (3) it shall not disclose the Confidential Information of the other party to any third party, except to its employees, officers, contractors, agents, and service providers (“*Permitted Persons*”) as necessary to perform under this Agreement, provided Permitted Persons are bound in writing to obligations of confidentiality and non-use of Confidential Information no less protective than the terms hereof or as required to be disclosed pursuant to law, court order, subpoena, or governmental authority, provided the receiving party notifies the disclosing party thereof and provides the disclosing party a reasonable opportunity to contest or limit such required disclosure; and (4) it shall return or destroy all Confidential Information of the disclosing party, upon the termination of this Agreement or at the request of the other party (subject to applicable law and, with respect to the Company, its internal record-keeping requirements).

**8.0. Relationships.**

8.1. *Your Relationship with PICKUP Users*. You acknowledge and agree that your provision of Delivery Services to PICKUP Users creates a direct business relationship between you and the PICKUP User. The Company is not responsible or liable for the actions or inactions of a PICKUP User in relation to you, your activities, or your Vehicle. Excepting only damages to the PICKUP User’s goods to be transported, you shall have the sole responsibility for any obligations or liabilities to PICKUP Users or third parties that arise from your provision of Delivery Services. You acknowledge and agree that you are solely responsible for taking such precautions as may be reasonable and proper (including maintaining adequate insurance that meets the requirements of all applicable laws including motor vehicle financial responsibility laws) regarding any acts or omissions of a PICKUP User or third party. You acknowledge and agree that Company may release your contact information to a PICKUP User upon such PICKUP User’s reasonable request. You acknowledge and agree that, unless specifically consented to by a PICKUP User, you may not transport or allow inside your Vehicle individuals other than a second Service Provider, during the performance of Delivery Services. You acknowledge and agree that all goods requested to be pick-up, transported, and/or delivered should be transported directly to the specified delivery location, as directed by the PICKUP User, without unauthorized interruption or unauthorized stops.

8.2. *Your Relationship with the Company*.

8.2.1. You acknowledge and agree that the Company’s provision to you of the PICKUP App and PICKUP Services creates a direct business relationship between the Company and you. The Company does not, and shall not be deemed to, direct or control you generally or your performance under this Agreement specifically, including in connection with your provision of Delivery Services, your acts or omissions, or your operation and maintenance of your Vehicle. You retain the sole right to determine when, where, and for how long you will utilize the PICKUP App or PICKUP Services. You retain the option to accept or to decline or ignore a PICKUP User’s request for Delivery Services, or to cancel an accepted request for Delivery Services, subject to the Company’s then-current cancellation policies.

You further acknowledge and agree that you have complete discretion to provide services or otherwise engage in other business or employment activities. You further acknowledge that you retain the right to: (1) use engage in other delivery opportunities outside the use of the PICKUP App; and (2) engage in any other occupation or business.

The Company retains the right to deactivate or otherwise restrict you from accessing or using the PICKUP App or PICKUP Services in the event of a violation or alleged violation of this Agreement, your disparagement of the Company, your act or omission that causes harm to the Company’s brand, reputation, and/or business as determined by the Company in its sole discretion. This includes any act or omission which contradicts and/or does not conform with the Company’s business philosophy as described in Section 2.0.

 8.2.2. Except as otherwise expressly provided herein with respect to the Company as the limited payment collection agent solely for the purpose of collecting payment(s) from PICKUP Users on your behalf, the relationship between the parties under this Agreement is solely that of independent contracting parties. The parties expressly agree that: (1) this Agreement is not an employment agreement, nor does it create an employment relationship, between the Company and you; and (2) no joint venture, partnership, or agency relationship exists between the Company and you.

8.2.3. You have no authority to bind the Company, its directors, officers, agents, or employees and you undertake not to hold yourself out as an employee, agent, or authorized representative of the Company. Where, by implication of mandatory law or otherwise, you may be deemed an agent or representative of the Company harmless from and against any claims by any person or entity based on such implied agency or representative relationship.

**9.0. Insurance.**

9.1. You agree to maintain during the term of this Agreement on your Vehicle operated by you under this Agreement, automobile liability insurance that provides protection against bodily injury and property damage to third parties at levels of coverage that satisfy the minimum requirements to operate a vehicle on the public roads within the Territory. This coverage must also include any no-fault coverage required by law in the Territory that may not be waived by an insured. You agree to provide the Company a copy of the insurance policy, policy declarations, proof of insurance identification card and proof of premium payment for the insurance policy required in this Section 8.1 upon request. Furthermore, you must provide the Company with written notice of cancellation of any insurance policy required by the Company. The Company shall have no right to control your selection or maintenance of your policy. You must be a named insured or individually rated driver, for which a premium is charged, on the insurance policy required in this Section 8.1 at all times. If you have any questions or concerns about the scope of applicability of your own insurance coverage, it is your responsibility, not that of Company, to resolve them with your insurer(s).

9.2. The Company agrees to provide insurance coverage to protect the goods being transported at the request of the PICKUP User for items of value up to $20,000.00. Service Provider agrees to decline any requests from a PICKUP User to pick-up, transport, and/or deliver items of replacement value that exceeds $20,000.00. Service Provider agrees to notify Company electronically by an online damage claim form and/or email or by phone within 24 hours of any and all accidents, injuries, cargo loss, and/or damage, no matter how minor, involving you, your Vehicle, and/or a PICKUP User, while engaging in Delivery Services. You acknowledge and agree that any delivery requests by PICKUP Users or third-parties which are not processed through PICKUP Services and/or the PICKUP App are not covered by the Company’s insurance. You further acknowledge and agree that you are fully and solely responsible for any damage to person, property, or goods on any delivery services you perform and/or accept which are not processed by PICKUP Services or the PICKUP App.

9.3. You agree to maintain during the term of this Agreement workers’ compensation insurance as required by all applicable laws in the Territory. If permitted by applicable law, you may choose to insure yourself against industrial injuries by maintaining occupational accident insurance in place of workers’ compensation insurance. Furthermore, if permitted by applicable law, you may choose not to insure yourself against industrial industries at all, but do so at your own risk. Service Provider acknowledges and agrees that Service Provider will not be eligible for workers’ compensation benefits through the Company.

**10.0. Representations and Warranties; Disclaimers.**

10.1. You hereby represent and warrant that: (1) you have full power and authority to enter into this Agreement and to perform your obligations hereunder; (2) you have not entered into, and during the term will not enter into, any agreement that would prevent you from complying with this Agreement; and (3) you will comply with all applicable laws in your performance of this Agreement, including holding and complying with all permits, licenses, registrations and other governmental authorizations necessary to provide Delivery Services using the Vehicle pursuant to this Agreement.

10.2. *Disclaimer of Warranties*. The Company and you accept the PICKUP Services and the PICKUP App on an “as is” and “as available” basis. The Company does not represent that your access to or use of PICKUP Services or the PICKUP App: (1) will be uninterrupted; (2) will result in any requests for Delivery Services; or (3) will always be available. Further, the PICKUP Services or PICKUP App may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications, and the Company is not responsible for any delays, delivery failures, or other damages, liabilities, or losses resulting from such problems. The Company expressly disclaims all liability for an act or omission of you, any PICKUP User or other third party.

10.3. *Indemnification*. You shall indemnify, defend (at the Company’s option and discretion) and hold harmless the Company and its respective officers, directors, employees, agents, successors, and assigns from and against any and all claims, demands, suits, losses, liabilities, expenses (including legal fees and costs), damages, penalties, fines, social security contributions and taxes arising directly or indirectly out of or related to: (1) your breach of your representations, warranties, or obligations under this Agreement; or (2) a claim by a third party (including PICKUP Users, regulators and governmental authorities) directly or indirectly related to your provision of Delivery Services or the use of PICKUP Services.

 You further agree to indemnify, protect, and hold harmless the Company, including all parent, subsidiaries, and/or affiliated companies, as well as its and their past and present successors, assigns, officers, owners, directors, agents, representatives, attorneys, and employees, from tax liabilities and responsibilities for payment of all federal, state and local taxes, including, but not limited to all payroll taxes, self-employment taxes, workers compensation premiums, and any contributions imposed or required under federal, state and local laws, with respect to Service Provider and/or any employees of Service Provider.

10.4. **Limits of Liability.** THECOMPANY SHALL NOT BE LIABLE UNDER OR RELATED TO THIS AGREEMENT FOR ANY OF THE FOLLOWING, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES: (i) ANY INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES OF ANY TYPE OR KIND; OR (ii) YOUR OR ANY THIRD PARTY’S PROPERTY DAMAGE, OR LOSS OR INACCURACY OF DATA, OR LOSS OF BUSINESS, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE. EXCEPT FOR COMPANY’S OBLIGATIONS TO PAY AMOUNTS DUE TO YOU AS DESCRIBED HEREIN, BUT SUBJECT TO ANY LIMITATIONS OR OTHER PROVISIONS CONTAINED IN THIS AGREEMENT WHICH ARE APPLICABLE THERETO, IN NO EVENT SHALL THE LIABILITY OF COMPANY UNDER THIS AGREEMENT EXCEED THE AMOUNT OF SERVICE FEES ACTUALLY PAID TO OR DUE TO COMPANY HEREUNDER IN THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM.

**11.0. Term and Termination.**

11.1. *Term*. This Agreement shall commence on the date accepted by you and shall continue until terminated as set forth herein.

11.2. *Termination*. Either party may terminate this Agreement: (1) without cause at any time upon a five (5) days prior written notice to the other party; (2) immediately, without notice, for the party’s material breach of this Agreement; or (3) immediately, without notice, in the event of insolvency or bankruptcy of the other party, or upon the other party’s filing or submission of request for suspension of payment (or similar action or event) against the terminating party. In addition, the Company may terminate the Agreement or deactivate your account immediately, without notice, with respect to you in the event you no longer qualify, under applicable law or the standards and policies of the Company to provide Delivery Services or to operate the Vehicle, or as otherwise set forth in this Agreement, including your failure to comply with the terms or provisions set forth herein.

11.3. *Effect of Termination*. Upon termination of the Agreement, you shall immediately delete and fully remove the PICKUP App from any of Your Devices.

11.4. *Provisions Survive*. Service Provider and Company’s respective obligations and rights arising under the mutual Arbitration Provision of this Agreement as well as Sections 5, 6, 7, 8, 9, 10, 12, and 13 shall survive termination of this Agreement.

**12.0. Miscellaneous Provisions.**

12.1. *Modification*. In the event the Company modifies the terms and conditions of this Agreement at any time, such modifications shall be binding on you only upon your acceptance of the modified Agreement. Continued use of PICKUP Services or PICKUP App after any such modifications shall constitute your consent to such changes. Unless changes are made to the arbitration provisions herein, you acknowledge and agree that modification of this Agreement does not create a renewed opportunity to opt-out of arbitration.

12.2. *Severability*. If any provision of this Agreement is or becomes invalid or non-binding, the parties shall remain bound by all other provisions hereof.

12.3. *Assignment*. Neither party shall assign or transfer this Agreement or any of its rights or obligations hereunder, in whole or in part, without prior written consent of the other party; provided that the Company may assign or transfer this Agreement or any or all of its rights or obligations under this Agreement from time to time without consent to an acquirer of all or substantially all of the Company’s business, equity, or assets.

12.4. *Entire Agreement*. This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter and replaces and supersedes all prior or contemporaneous agreements or undertakings regarding such subject matter. In this Agreement, the words “including” and “include” mean “including, but not limited to.” The recitals form a part of this Agreement. This Agreement shall not be modified, altered, changed or amended in any respect, unless in writing and signed by both parties. Before accepting any modifications, alterations, changes or amendments, Service Provider shall have the right to discuss any proposed changes with Company and consider whether to continue his/her contractual relationship with the Company.

12.5. *No Third Party Beneficiaries*. Nothing contained in this Agreement is intended to or shall be interpreted to create any third-party beneficiary claims.

12.6. *No Waiver.* The failure of the Company to enforce any right or provision in this Agreement or to insist upon a strict performance of the terms of the Agreement or to exercise any option herein, shall not constitute a waiver or relinquishment of such right or provision unless acknowledged and agreed by the Company, in writing. Any such right, option, or provision shall continue in full force and effect.

12.7. *Opportunity To Cure Breach*. Service Provider agrees to notify the Company by email at ggsupport@pickupnow.com and/or in writing at P.O. Box 262107, Plano, TX 75026 of any breach or perceived breach of this Agreement, of any claim arising out of or related to this Agreement, or of any claim that Service Provider’s services or scope of work differ in any way from what is contemplated in this Agreement.

12.8. *Captions*. Captions within this Agreement do not, in any way, limit, amplify, modify, or otherwise affect the terms and provisions of this Agreement.

**13.0. Governing Law.**

The choice of law provision contained in this Section 13 does not apply to the arbitration clause contained in section 15.0, such arbitration clause being governed by the Federal Arbitration Act.

Except as otherwise stated in Section 12.2, the interpretation of this Agreement shall be governed by Texas law, without regard to the choice or conflicts of law provisions of any jurisdiction. Any disputes, actions, claims, or causes of action arising out of or in connection with this Agreement or the PICKUP Services that are not subject to the arbitration clause contained in Section 15.0 shall be subject to the exclusive jurisdiction of the state and federal courts located in the City and County of Dallas, Texas. However, neither the choice of law provision regarding the interpretation of this Agreement nor the forum selection provision is intended to create a substantive right to non-Texas to assert claims under Texas law whether that be by statute, common law, or otherwise. These provisions, and except as otherwise provided in Section 15.0, are only intended to specify the use of Texas law to interpret the Agreement and the forum for disputes asserting a breach of this Agreement, and these provisions shall not be interpreted as generally extending Texas law to you if you do not otherwise reside or provide services in Texas.

**14.0 CLASS ACTION WAIVER**

**You and the Company agree to resolve any dispute, whether in court or in arbitration, on an individual basis only, and not on a class, collective action, or representative basis (“Class Action Waiver”).**

**The Arbitrator** **shall have no authority to consider or resolve any claim or issue any relief on any basis other than an** **individual basis**. **The Arbitrator shall have no authority to consider or resolve any claim or issue any** **relief on a class, collective, or representative basis.**

**15.0. MUTUAL ARBITRATION PROVISION.**

This Arbitration Provision is governed by the Federal Arbitration Act, 9. U.S.C. § 1 *et seq.* (“FAA”) and evidences a transaction of interstate commerce. This Arbitration Provision applies to any dispute arising out of or related to this Agreement or termination of this Agreement and survives after the Agreement terminates.

**This mutual Arbitration Provision requires you to resolve any claim that you may have against the Company on an individual basis pursuant to the terms of the Agreement unless you choose to opt out of the Arbitration Provision, except as provided below. This provision will preclude you from bringing any class, collective, or representative action against the Company, and also preclude**s **you from participating** **in or recovering relief under any current or future class, collective, or representative action brought against the Company by someone else.**

**Whether you agree to arbitration is an important business decision. It is your decision to make, and you should not rely solely upon the information provided in this Agreement as it is not intended to contain a complete explanation of the consequences of arbitration.**

**Except as otherwise provides, this Arbitration Provision is intended to apply to the resolution of disputes that otherwise would be resolved in a court of law or before any forum other than arbitration, with the exception of proceedings that must be exhausted under applicable law before pursuing a claim in a court of law or in any forum other than arbitration. Except as it otherwise provides, this Arbitration Provision requires all such disputes to be resolved only by an arbitrator through final and binding arbitration on an individual basis only and not by way of court or jury trial or by way of class, collective, or representative action.**

This Agreement is intended to require arbitration of every claim or dispute that lawfully can be arbitrated, except those claims and disputes which by the terms of this Agreement are expressly excluded from the Arbitration Provision.

Except as to the enforceability of the Class Action Waiver in Section 14.0, such disputes include without limitation disputes arising out of or related to the interpretation or application of this Arbitration Provision, including the enforceability, revocability, or validity of the Arbitration Provision or any portion of the Arbitration Provision. All such matters shall be decided by an Arbitrator and not by a court or judge. However, as set forth below, the preceding sentences shall not apply to disputes relating to the interpretation or application of the Class Action Waiver below, including their enforceability, revocability, or validity.

Except as it otherwise provides, this Arbitration Provision also applies, without limitation, to all disputes between you and the Company, as well as all disputes between you and the Company’s fiduciaries, administrators, affiliates, subsidiaries, parents, and all successors and assigns of any of them, including, but not limited to any disputes arising out of or related to this Agreement and disputes arising out of or related to your relationship with the Company, including termination of the relationship. This Arbitration Provision shall, likewise, apply to any and all claims arising out of or relating to this Arbitration Provision, the Service Provider’s classification as an independent contractor, Service Provider’s provision of Delivery Services to the Company or PICKUP Users, the payments received by Service Provider for providing Delivery Services to the Company and/or PICKUP Users, or contested Delivery Services, and all other aspects of Service Provider’s relationship with the Company, past, present, or future.

This Arbitration Provision also applies, without limitation, to disputes regarding any city, county, state, or federal wage-hour law, trade secrets, unfair competition, compensation, breaks and rest periods, expense reimbursement, termination, harassment and claims arising under the Uniform Trade Secrets Act, Civil Rights Act of 1964, Americans With Disabilities Act, Age Discrimination in Employment Act, Family Medical Leave Act, Fair Labor Standards Act, Employee Retirement Income Security Act (except for individual claims for employee benefits under any benefit plan sponsored by the Company and covered by the Employee Retirement Income Security Act of 1974 or funded by insurance), Genetic Information Non-Discrimination Act, and state statutes, if any, addressing the same or similar subject matters, and all other similar federal and state statutory and common law claims.

15.1. *Limitations of Arbitration Provision.*

The disputes and claims set forth below shall not be subject to arbitration and the requirement to arbitrate set forth in this Arbitration Provision shall not apply: (1) claims for workers compensation, state disability insurance and unemployment insurance benefits; (2) disputes regarding your or the Company’s intellectual property rights; and (3) any disputes that may not be subject to a pre-dispute arbitration agreement pursuant to applicable Federal law or Executive Order.

Regardless of any other terms of this Agreement, nothing prevents you from making a report to or filing a claim or charge with the Equal Employment Opportunity Commission, U.S. Department of Labor, Securities Exchange Commission, National Labor Relations Board, or Office of Federal Contract Compliance Programs, and nothing in this Agreement or Arbitration Provision prevents the investigation by a government agency of any report, claim or charge otherwise covered by this Arbitration Provision.

15.2. *Arbitration Proceedings.*

*Selecting The Arbitrator And Location Of Arbitration.* The Arbitrator shall be selected by mutual agreement of the Company and you. Unless you and the Company mutually agree otherwise, the Arbitrator shall be an attorney licensed to practice in the location where the arbitration proceeding will be conducted or a retired federal or state judicial officer who presided in the jurisdiction where the arbitration will be conducted. If the Parties cannot agree on an Arbitrator, then an arbitrator will be selected using the alternate strike method from a list of five (5) neutral arbitrators provided by American Arbitration Association (“AAA”). You will have the option of making the first strike. If a AAA arbitrator is used, then the AAA’s Commercial Arbitration Rules and Mediation Procedures (“AAA Rules”) will apply; however, if there is a conflict between the AAA Rules and this Agreement, this Agreement shall govern. Those rules are available here:

<https://www.adr.org> or by searching for “AAA Commercial Arbitration Rules” using a search engine such as [www.google.com](http://www.google.com) or www.bing.com.

*Initiating Arbitration.* The party wanting to bring a claim must demand arbitration in writing and deliver the written demand by hand or first class mail to the other party within the applicable statute of limitations period—governed by the same statutes of limitations that would apply in court. The demand for arbitration shall include (1) identification of the parties, including the name and address of the party seeking arbitration, and, if Service Provider, the demand shall also include the Service Provider’s telephone number; (2) a statement of the legal and factual basis of the claim(s); and (3) a specification of the remedy sought. Any demand for arbitration made to the Company shall be provided to PICKUP Now, Inc., P.O. Box 262107, Plano, TX 75026

The arbitrator shall resolve all disputes regarding the timeliness or propriety of the demand for arbitration. A party may apply to a court of competent jurisdiction for temporary or preliminary injunctive relief in connection with an arbitrable controversy.

*Proceedings.* In arbitration, the Parties will have the right to conduct adequate civil discovery, bring dispositive motions, and present witnesses and evidence as needed to present their cases and defenses, and any disputes in this regard shall be resolved by the Arbitrator.

Notwithstanding any other provision of this Agreement, the Arbitration Provision or the AAA Rules, disputes regarding the enforceability, revocability or validity of the Class Action Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. In any case in which (1) the dispute is filed as a class, collective, or representative action and (2) there is a final judicial determination that all or part of the Class Action Waiver unenforceable, the class, collective, and/or representative action to that extent must be litigated in a civil court of competent jurisdiction, but the portion of the Class Action Waiver that is enforceable shall be enforced in arbitration. While the Company will not take any retaliatory action in response to any exercise of rights you may have under Section 7 of the National Labor Relations Act, if any, the Company shall not be precluded from moving to enforce its rights under the FAA to compel arbitration on the terms and conditions set forth in this Agreement.

*Paying For Arbitration.* Each party will pay the fees for his, her or its own attorneys, subject to any remedies to which that party may later be entitled under applicable law. In all cases where required by law, the Company will pay the Arbitrator's and arbitration fees. If under applicable law the Company is not required to pay all of the Arbitrator’s and/or arbitration fees, such fee(s) will be apportioned equally between the Parties or as otherwise required by applicable law.

*The Arbitration Hearing And Award.* The Parties will arbitrate their dispute before the Arbitrator. The Arbitrator may award any party any remedy to which that party is entitled under applicable law, but such remedies shall be limited to those that would be available to a party in his or her individual capacity in a court of law for the claims presented to and decided by the Arbitrator, and no remedies that otherwise would be available to an individual in a court of law will be forfeited by virtue of this Arbitration Provision. The Arbitrator will issue a decision or award in writing, stating the essential findings of fact and conclusions of law. A court of competent jurisdiction shall have the authority to enter a judgment upon the award made pursuant to the arbitration. The Arbitrator shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction for any such error.

**16.0. *Acceptance Of The Agreement.***

By accepting this Agreement, you expressly acknowledge that you have read, understood, and taken steps to thoughtfully consider the consequences of this Agreement, that you agree to be bound by the terms and conditions of the Agreement, and that you are legally competent to enter into this Agreement with Company.