



Terms & Conditions

Effective: January 1, 2025

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I. THE ROADIE PLATFORM

These Terms and Conditions (“*T&Cs*”) set forth the terms and conditions that Roadie, Inc. (collectively, “Roadie,” “we,” “us,” or “our”) require you (“*You*,” “*Your*,” “*Yourself*” or “*User*”) to accept and agree if You want to download, install, access or use the Roadie platform (the “*Roadie Platform*” or the “*Platform*”). These T&Cs apply whether You access or use the Roadie Platform via our website at www.roadie.com (“*Website*”), any associated application, including Roadie SmartSort (each an “*App*”), and/or API. These T&Cs, including such other terms, conditions, obligations, and documents as are referenced or linked herein, constitute a legal agreement among You, Roadie, and the other Users of the Platform. By accessing or using the Roadie Platform in any manner, You are acknowledging that You have read and understand these T&Cs and voluntarily agree to be bound by them.

As used in these T&Cs, the word “*Sender*” refers to any entity or individual who forms an account on the Roadie App and/or who has a written agreement with Roadie to access and use the Roadie Platform to crowdsource independent service providers to perform delivery services (“*Delivery Services*”), or for whose benefit Delivery Services are being performed. Similarly, a “*Driver*” is any entity or individual who forms an account on the Roadie App as a Driver and/or otherwise performs Delivery Services, including at the request of, or for the benefit of, a Sender. The time period in which Delivery Services are performed by a Driver, as well as the item(s) of personal property and goods being picked up and/or delivered by a Driver, are collectively referred to herein as a “*Gig*.” A “*Block*” is a pre-scheduled amount of time to deliver Gigs only from a specific sender or zone for guaranteed earnings. An “*Earnings Guarantee*” is the minimum amount you’ll earn in exchange for

each Block. A “*Recipient*” is any entity or individual who receives a Gig or items contained in a Gig. All Users of the Roadie Platform, including Drivers and Senders, are referred to collectively as “*Users*” herein.

Roadie reserves the right to modify these T&Cs or any of our policies relating to our Platform at any time, effective upon posting of an updated version of the T&Cs on our Website and/or on our App. You are responsible for regularly reviewing any updates to the T&Cs. Accessing or using the Roadie Platform after any updates to these T&Cs shall constitute Your consent to all changes made to the T&Cs in such update and Your affirmation of Your agreement to the updated T&Cs as a whole, whether or not Roadie provides You prior notice of such modifications.

Our Platform provides Senders with self-enabled Logistics Services via one or more of Roadie’s proprietary Apps and APIs, including the ability:

- to crowdsource independent service providers to provide Delivery Services and to receive electronic real-time tracking and photographic proof of pickup and delivery;
- to access individualized account dashboards to schedule and manage Gigs;
- to upload Gigs in bulk to be batched into consolidated Gigs using Roadie’s proprietary algorithm; and
- to sort multiple Gigs into batches using Roadie SmartSort™.

The Roadie Driver App also enables Drivers to search for Gigs, receive notifications of, and access to, requests for Delivery Services placed by Senders on the Platform, and the ability to offer to perform those Delivery Services and/or schedule Blocks.

Roadie provides Roadie Services and Drivers provide Delivery Services. Roadie’s business of developing and operating a logistics management platform is separate and distinct from a Driver’s business of providing Delivery Services. However, as the context requires, the Roadie Services and the Delivery Services may be collectively referred to herein as the “*Services*.”

ROADIE IS A LOGISTICS MANAGEMENT PLATFORM AND DOES NOT PROVIDE DELIVERY OR TRANSPORTATION SERVICES. ROADIE IS NOT A MOTOR CARRIER.

DRIVERS ARE INDEPENDENT SERVICE PROVIDERS WHO CHOOSE TO USE THE APP IN ORDER TO RECEIVE ACCESS TO SENDERS’ REQUESTS FOR DELIVERY SERVICES AND DO NOT PERFORM DELIVERY SERVICES FOR ROADIE.

II. TERMS APPLICABLE TO ALL USERS

User Agreements, Representations and Warranties

Every time You access or use the Roadie Platform or receive or perform Services, You expressly agree, represent and warrant that, at the time of each such access or use:

- You are legally entitled to and have the right, authority and capacity to enter into the agreements set forth in these T&Cs and to fulfill Your obligations herein.
- Your use of our Platform is for Your sole use, and You will not resell to a third party.

- You will comply with these T&Cs, and all federal, state, and local laws and regulations, rules, and orders by any governmental authority with respect to Your use of our Platform, to the extent legally applicable to You (“*Applicable Law*”).
- You will only create and maintain one User account.
- You will keep secure and confidential Your User account password or any other keys or identification which allows You to access our Platform.
- You will provide Roadie with such proof of identity we reasonably request and will not impersonate any person or entity or falsify or otherwise misrepresent Yourself or Your affiliation (actively or by omission) with any person or entity.
- You will not represent Yourself to be an agent, subcontractor, representative, employee or affiliate of Roadie, or any affiliate of Roadie, including without limitation its parent company, United Parcel Service of America, Inc., or any of its direct or indirect subsidiaries or affiliates (“*UPS*”).
- You will only access and use our Platform for lawful purposes and in accordance with all Applicable Law and will not use our Platform to promote or encourage any illegal activity, or to commit or assist in the commission of a crime.
- You will keep in strict confidence and shall not access, disclose, or use for the benefit of Yourself or others, any and all third parties’ Confidential Information (as defined below), except in each instance, only as strictly necessary to receive or perform Services as intended or carry out and perform Your obligations under these T&Cs.
- You will not collect or store any information, including Confidential Information, about any Roadie personnel, any other User (or their personnel), or any Gig Recipient (or their personnel), except as specifically required to receive or perform Services as intended or carry out and perform Your obligations under these T&Cs.
- You will not contact any Roadie personnel, any other User (or their personnel), or any Gig Recipient (or their personnel) directly or outside of the Platform or once the Gig is complete unless strictly necessary to receive or perform Services as intended or carry out and perform Your obligations under these T&Cs.
- You will not copy, or distribute text, graphics, images, music, software, audio, video, information, trademarks, logos, or other like materials related to our business or Platform unless specifically allowed by these T&Cs.
- You will not access or use our Platform in any way that could cause harm, nuisance, annoyance, or inconvenience, or interfere with or negatively affect other Users from fully using or enjoying our Platform as intended.
- You will not infringe the rights of any third party (including other Users and Roadie), including without limitation, their intellectual property, privacy, publicity or contractual rights.
- You will not assist any third party in any of the above.

Non-Discrimination Policy

You agree that You will not discriminate against any User, Roadie personnel, Recipient, or other third party based on race, religion, national origin, disability, sexual orientation, sex, marital status,

gender identity, age or any other characteristic protected under Applicable Law. All Users should feel safe and welcome, and Roadie does not tolerate any discriminatory conduct from Users.

Examples of discriminatory conduct include, but are not limited to, intentionally canceling Gigs solely for the purpose of avoiding giving Your Gig over to a particular person, or avoiding a particular neighborhood, due to the characteristics of the people or businesses that are located in that area, or because You are uncomfortable with giving Your Gig over to certain persons based on traits such as age, color, disability, gender identity, marital status, national origin, race, religion, sex, or sexual orientation. Engaging in discriminatory conduct may lead to Your deactivation from the Roadie Platform.

Respect Others Policy

You agree that You will not stalk, intimidate, threaten, harass, cause physical or mental distress, or otherwise display any aggressive, confrontational, intimidating, threatening or harassing behavior toward or against any User, Roadie personnel, Recipient, or other third party, including without limitation:

- Hitting, hurting, or intending to hurt any person or animal, or threatening to do the same.
- Using language or making gestures that could be disrespectful, harassing or threatening.
- Assault, harassment, and misconduct, including sexual, of any kind. Assault includes any intentional bodily contact made without explicit consent of the other person, and sexual harassment and misconduct, includes without limitation, unconsented to advances, behaviors and remarks like nudging, whistling, winking or flirting, discussing Your own or someone else's sex life, using explicit language, or making jokes about sex.
- Disrespecting personal space and/or privacy, like standing unnecessarily close, or commenting on personal appearance, perceived gender identity, sexual orientation, or asking unrelated personal questions.
- Failing to respect others may lead to Your deactivation from the Roadie Platform.

Keeping the Roadie Community safe, friendly and helpful for all means that all Users of our Platform have a responsibility to treat each other and all third-parties they encounter while using the Platform with respect and dignity.

ANY USER FOUND TO HAVE VIOLATED THE NON-DISCRIMINATION POLICY OR RESPECT OTHERS POLICY WILL LOSE ALL ACCESS TO AND USE OF THE ROADIE PLATFORM

Confidential Information

When using the Roadie Platform to receive or perform Services, all Users may have access to the Confidential Information of third parties, including without limitation, that of Roadie, Drivers, Senders, and/or Gig Recipients as well as that of those third-parties' respective personnel, contractors and customers. "Confidential Information" means all information, whether oral or written, and whether contained on electronic media or otherwise, to which a User is given or has access to, or is made available to the User in connection with their use of the Platform, including

without limitation names, addresses, telephone numbers and any other information which may be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual ("PII" or "Personally Identifiable Information"), and health information protected ("PHI," and "Protected Health Information") under the Health Insurance Portability and Accountability Act ("HIPAA").

It is important to recognize that non-PII can become PII whenever additional information is made available — in any medium and from any source — if, when combined with other available information, it could be used to identify a specific individual.

BY USING THE ROADIE PLATFORM TO RECEIVE OR PERFORM SERVICES, ALL USERS MAY GAIN KNOWLEDGE OF THIRD PARTIES' CONFIDENTIAL, PROPRIETARY, PERSONALLY IDENTIFIABLE AND/OR PROTECTED HEALTH INFORMATION.

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOU, AS A USER OF THE ROADIE PLATFORM, ARE SUBJECT TO A STRICT DUTY TO MAINTAIN THE ABSOLUTE CONFIDENTIALITY OF ALL SUCH CONFIDENTIAL AND PERSONAL INFORMATION AND YOU UNDERSTAND THAT UNDER NO CIRCUMSTANCES MAY YOU DISCLOSE SUCH INFORMATION TO ANY OTHER PERSON OR USE SUCH INFORMATION FOR ANY OTHER REASON THAN TO RECEIVE OR PERFORM SERVICES VIA THE ROADIE PLATFORM AS INTENDED.

If Roadie collects or uses Your personal information in connection with Your access to and use of the Roadie Platform, our Services and/or the Delivery Services, such collection and/or use is described and governed by our [Privacy Policy](#).

III. SENDERS AND SENDERS' RESPONSIBILITIES

Senders Agreements, Representations and Warranties

- Prior to using any Services, You agree that you will have all right and authority to lawfully use the Services or otherwise have the full right and authority to contract for the Gig and send all items contained in a Gig.
- You agree to specifically list and disclose all items contained in Your Gig and to not include any "[Prohibited Items](#)."
- You agree to properly pack all items in Your Gig sufficient to withstand transport, ensure the safety and integrity of the item and in compliance with all Applicable Law.
- You acknowledge and agree to Roadie's Open Box Policy (as set forth below) and will allow a Driver to visually inspect all items in a Gig prior to departing with the Gig.
- You acknowledge that a Driver is NEVER obligated to carry anything that the Driver has not been given the right to inspect and agree that a Driver can always cancel Your Gig without penalty if You do not allow inspection of Your Gig contents upon the Driver's request.
- You acknowledge that Drivers are not movers and do not deliver Gigs up or down stairs or inside a private residence and agree that neither You nor any Gig Recipient will require or request a Driver to deliver a Gig up or down stairs or inside a private residence and you will ensure that Your Gig Recipient is aware of the same.

- You acknowledge and agree that Roadie's maximum liability for loss, theft or damage to items in Your Gig is subject to and determined by the [Roadie Protection Plan](#).
- You agree not to knowingly arrange for, or solicit, a Driver to perform Gigs for You outside of the Roadie Platform; provided that nothing herein shall constrain Your ability to acquire driver capacity via another platform or a delivery service and in connection therewith utilize Drivers who may provide services via such other platform or delivery service, or use Drivers who may approach You directly, or prohibit You from soliciting any person by or through any general advertising medium, not specifically targeted at any currently active Driver using Roadie.
- You agree not to enter any personal information, including PII, into the title of a Gig, including phone numbers or addresses and agree that all personal information should be entered in the appropriate sections indicated in the Platform when requesting Delivery Services.
- You agree not to instruct or direct a Driver to hold items in a Gig overnight in the event that a Gig cannot be successfully delivered or returned the same day the Gig is picked up by the Driver. You agree that You are solely responsible for facilitating the prompt, same day return of undeliverable items and/or collecting the same from the Driver.
- You agree that if You instruct a Driver to hold items in a Gig overnight, Roadie will have no liability for theft, loss or damage to any such items, under the Protection Plan or otherwise.
- You agree that if You instruct a Driver to hold items in a Gig overnight, in addition to any return fees, You are responsible, and will be billed, for all additional compensation, payments, and/or other incentives due to a Driver for such overnight hold pursuant to applicable law that Roadie pays or is obligated to pay on Your behalf.

Indemnification by Senders

You hereby agree to release, indemnify, defend, hold harmless, pay directly or reimburse upon demand Roadie and its parent, subsidiary and/or affiliated companies, as well as its and their past and present successors, assigns, officers, owners, directors, agents, representatives, attorneys, and employees ("*Roadie Indemnitees*") and Drivers, from and for any and all third-party liabilities, losses, damages, fines, civil penalties, settlements, judgments, costs and expenses (including without limitation reasonable attorney's fees and costs) ("*Losses*") incurred in connection with any judicial or non-judicial claim, action, demand, suit, or proceeding asserted by a third party (including governmental entities) (each a "*Claim*," and collectively, "*Claims*") arising directly or indirectly from, or as a result of or in connection with, Your or Your Personnel's (i) acts or omissions in using the Services or taken in connection with the performance of Your obligations under these T&Cs, (ii) breach of the Roadie T&Cs; (iii) violation of any Applicable Law or the rights of any third party, including, without limitation, other Users of the Roadie Platform, Gig Recipients, motorists, pedestrians and other third parties; and/or (iv) disclosing or using Confidential Information for any reason and in any manner except to receive Services hereunder as intended.

Cancellation of Gigs by Senders and Cancellation Fees

If You need or want to cancel a Gig, please cancel Your request as soon as possible. This will notify the accepted Driver and free them up to offer on and accept other Gigs from other Senders. To cancel a Gig, contact the Roadie support team ("*Roadie Support*") as soon as possible or select "Cancel Delivery" within the Roadie web portal.

Roadie may charge a Sender an additional fee ("*Cancellation Fee*") if the Sender cancels the Gig once a Driver has started to drive to the Gig pick up location, or if the Driver cancels the Gig because all items are not ready to be picked up upon the Driver's arrival at the Sender's pickup location, or the Sender did not provide an accurate pickup address, requested the wrong size vehicle, input the wrong dimensions and/or weight of items, and/or the Gig does not fit in the vehicle assigned, or the Gig contains a Prohibited Item. The Cancellation Fee is automatically charged to a Sender's account.

Returns of Gigs to Senders and Return Fees

After a Driver picks up a Sender's Gig, if the Driver is unable to deliver the Gig for any reason, or the individual at the delivery address refuses one or more items in a Gig, or one or more items in the Gig is lost, damaged or destroyed while in the Driver's custody ("*Undeliverable Product*"), Roadie shall contact the Sender to notify them of such incident and, if the Gig is able to be returned, the Driver shall return such items to the Location as instructed by the Sender. If the return is not due to the fault of Roadie or the Driver, returns shall be at the Sender's expense. Returns Gigs are equal to the cost of the original Gig ("*Return Fee*") and is automatically charged to a Sender's account.

Open Box Policy and Packaging

Open Box Policy: Roadie encourages the use of no or minimal packaging both to promote sustainability and to prevent fraud and use of our Platform for illegal activities. When packaging is needed or desired, Roadie promotes and strongly encourages all Senders to use an Open Box Policy. An Open Box Policy means You should always leave packaging open so that a Driver can inspect the contents before taking a pick up photo and leaving with Your Gig. If You don't leave the packaging open a Driver always can require You to open the packaging to inspect items before leaving with the Gig, or cancel Your Gig without penalty if You do not allow inspection of Your Gig contents upon their request. Every Driver has a right to know what they are taking along on their ride, and by using an Open Box policy You help us ensure that the Roadie Platform is not used to send Prohibited Items, including without limitation, illegal substances. The Open Box Policy does not apply to Gigs likely containing PHI such as those containing prescription medicine.

Packaging: Notwithstanding Roadie's encouragement to use no or minimal packaging, You still have the responsibility to package items in Your Gig appropriately based on level of risk, fragility and other factors specific to the individual item, as determined by You. Roadie cannot know what packaging is necessary for any item You send. Please use Your best judgment when packing Your Gig as Roadie is not liable for loss or damage to any Gig if it is not properly packed to withstand the safety and integrity of the item during delivery or in compliance with all Applicable Law.

Roadie Protection Plan

Roadie wants all Senders to feel confident that their Gig is in good hands. With no extra fee, the Roadie Protection Plan provides Senders with protection against loss, damage or theft to items in eligible Gigs, up to \$100* of protection per Gig. Additional Protection is available for purchase through Roadie's partnership with UPS Capital, up to \$10,000* per Gig. ***Exceptions and limitations apply, please read the full Protection Plan before purchasing any Additional Protection.**

For the full terms of the Roadie Protection Plan and how to File a Claim, visit www.roadie.com/protectionplan.

IV. DRIVERS AND DRIVERS' RESPONSIBILITIES

Gigs and Driver Acknowledgements

After forming an account on the Roadie Platform as a Driver, You may be notified of available Gigs and/or Blocks which You may offer to perform or schedule. Nothing in these T&Cs or otherwise guarantees You will be notified of Gigs or Your offer to perform any Gig will be accepted or that you will be given access to the Block scheduler. Roadie has no control over the volume or type of Gigs that Senders send at any time, including during a Block, and You are not guaranteed to be paired with any particular type of Gig or Sender during a Block or otherwise.

You are never under an obligation to offer to perform any Gig or to schedule any Block. You have the sole discretion to offer or not offer to perform any Gig or schedule any Block posted; provided, if Your offer is accepted, or You begin a Block, You are then contractually bound under these T&Cs to complete all Gig(s) you are paired with, as per the Sender's instructions and in accordance with the Sender Requirements (as defined below).

The real-time tracking and full photographic chain of custody features in the Roadie Platform are embedded and are integral to Your performance of Gigs in accordance with Sender Requirements. The Roadie Platform automatically sends prompts and notifications to You, provides real-time tracking and status updates to Senders and Gig Recipients during the performance of the Gig, sends copies of pickup and delivery photos to Senders, and gives Roadie Support the ability to communicate with You, Senders and Gig Recipients in order to facilitate the completion of the Gig as needed. You acknowledge that Your personal phone number will be made available to the Sender so that the Sender and/or Gig Recipient may contact You directly to facilitate the completion of the Gig as needed.

Roadie does not have the right to, and shall not, control the manner or the method of accomplishing any Gig to be performed by You. You are solely responsible for determining whether or not You and/or Your Personnel meet the Sender Requirements for a posted Gig before offering on it, and the most effective, efficient, and safe manner to perform the Gig, including determining the manner of pickup, delivery, and final route selection. You do not and will not have a supervisor or any individual at Roadie who supervises the performance of Your Gigs and You do not and will not be

required to make regular written or oral reports to any person at Roadie with respect to the performance of your Gigs, and You will not receive performance evaluations from Roadie.

Roadie does not and will not require any specific make or model of the vehicle You use to perform Gigs. Sender Requirements and Gig details set forth any requirements for the vehicle to be used by You to perform the Gig. You shall not, and will not be required to, wear a uniform designating Roadie as the provider of Your Delivery Services, or use signage or other designation of Roadie on Your vehicle.

You acknowledge and agree that You are solely responsible for all costs and expenses related to Your use of the Roadie App and the performance of Gigs You choose to provide using the Roadie App, including without limitation, purchasing and maintaining:

- vehicle(s) and all expenses incurred therewith, including licensing and registration, gas, needed repairs and ongoing maintenance;
- cellular equipment and data access, and all expenses incurred therewith, including monthly service charges and maintenance;
- such equipment as may be required by a particular Sender or as may be needed to perform any particular Gig You offer to perform, such as trailers, hitches, lifts, hand trucks, blankets, and such other equipment listed by a Sender in the Gig details;
- licenses, permits and/or training as may be required to perform the Gigs You offer to perform in accordance with all Applicable Law, industry standards and Sender Requirements; and
- insurance coverage related to Your use of the Roadie App and the performance of the Gigs You choose to perform, including without limitation, automobile liability insurance, workers' compensation insurance, occupational hazard insurance, and health insurance coverage.

YOU ACKNOWLEDGE THAT STANDARD AUTOMOBILE LIABILITY INSURANCE MAY NOT PROVIDE YOU COVERAGE WHILE PERFORMING A GIG OR WHILE LOGGED INTO THE ROADIE APP. YOU ARE RESPONSIBLE FOR CONSULTING YOUR INSURERS TO ENSURE THAT YOU HAVE INSURANCE THAT COVERS YOUR PERFORMANCE OF A GIG AND YOUR USE OF THE ROADIE APP BEFORE YOU OFFER TO PERFORM A GIG.

Sender Requirements

All Senders expect that Drivers will perform Gigs in a timely, safe, professional and workmanlike manner and in accordance with applicable industry standards and all Applicable Law. You acknowledge that these Sender requirements ("*Sender Requirements*") are applicable to all Drivers and Gigs, and You agree that during the performance of Gigs You, any Helper (as defined below) You may use, or Your Personnel (as defined below) will:

- possess the proper vehicle, equipment, licenses, permits, training, and/or insurance as are required by a Sender in order to perform any particular Gig You offer to perform, Applicable Law, or recommended by applicable industry standards;

- use vehicles in good operating condition and, on the outside, clean and well maintained without material physical damage, and on the inside, smoke and odor free and free of excessive pet dander;
- not use open convertibles or open truck beds in the performance of Gigs containing perishable or delicate items;
- not wear clothing displaying the logo or brand of Roadie or any of its affiliates, or a particular Sender while performing Gigs or which is obviously and generally offensive or unprofessional;
- not smoke, including on the way to pick up a Gig;
- not engage in activities that distract from the performance of the Gig, including being under the influence of illegal drugs and/or alcohol or illegally talking or texting while driving;
- not disable Your device's geolocation software while performing Gigs;
- not enter any Gig Recipient's home, nor enter or access any secure, private or employee-only areas in any place of business;
- not carry on Your person any personal weapon or other item designed or used for inflicting bodily harm or physical damage (including knives and firearms) when entering any pickup or drop off location; and
- not be accompanied by minors or unnecessary Helpers or Personnel; provided further that You and/or Your Personnel shall not be accompanied by any other person if the Gig contains prescription medicine or pharmaceuticals.

Sender Requirements have been established by one or more Senders and are being communicated to You herein in accordance with our contractual obligations and indicate what Senders desire and what they deem is acceptable performance by You. They are not meant to be exclusive; a Sender may have additional requirements and instructions that will be set forth in the Gig details or otherwise made available to You.

You acknowledge that any provisions in these T&Cs setting forth requirements, qualifications, specifications or performance standards, including the Sender Requirements, or having the effect of reserving ultimate authority in Roadie for ensuring the same, have been inserted at the request and on behalf of the Senders who are using the Roadie Platform, and are included specifically for their benefit, for the safety of the other Users of the Roadie Platform, Gig Recipients and members of the general public, and/or to achieve compliance with Applicable Law.

Driver Agreements, Representations and Warranties

- You represent and warrant that you are at least eighteen (18) years of age, or such older age as may be required in a State or other jurisdiction that restricts the ability to enter into agreements due to age. If You are not the required age, You must not use the Platform and You may not perform Gigs or schedule Blocks.
- Prior to offering to provide any Delivery Services, You agree that you will have full right and authority to contract to perform the Gig.
- You agree to comply with all Applicable Law while using the Platform and offering on Gigs including, but not limited to, labor and employment laws such as the Immigration Reform

and Control Act of 1986, as amended, and the Illegal Immigrant Reform and Immigrant Responsibility Act of 1996, as amended.

- You agree to have a mobile device with the Roadie App running, and to not disable the Roadie App or its geolocation software at any time while performing Gigs and Blocks.
- You agree to Your personal phone number being made available to the Sender and/or Gig Recipient and authorize communications between the Roadie Platform, You, and Senders and/or Gig Recipients, and authorize Roadie Support, Senders and/or Gig Recipients to communicate with, and/or initiate communications between, You, Sender and/or the Gig Recipient directly or on Your behalf, solely as needed to facilitate the completion of the Gig.
- You agree to use a true facial picture in Your profile when creating a Roadie account.
- You agree that You will follow the Sender instructions set forth in the Gig details and will not cancel or create return Gigs without reasonable cause, take misleading pickup or drop off photos, or steal or otherwise not deliver or hold onto items in a Gig.
- You represent and warrant that You operate an independently established business or enterprise that provides delivery, courier or similar services regularly.
- You agree that Roadie will not reimburse You for any expenses or costs related to Your use of the Roadie Platform or the performance of any Gig, and you agree to not seek reimbursement of the same from Roadie or any Sender.
- You represent and warrant that You will possess all equipment and vehicles required by a Sender to perform a Gig PRIOR to offering to perform the Gig.
- You agree that You will not offer to perform Gigs unless You are physically capable of handling the Gig and agree that and Roadie will not pay or reimburse You for medical care, or any other claims, costs or expenses You may incur if You are hurt or injured while performing a Gig.
- You agree that at all times when using the Roadie App to perform Gigs You will maintain current, valid insurance, in amounts and of types required by Applicable Law and Your insurer(s), including automobile liability, commercial auto coverage, health insurance, workers' compensation and/or occupational accident insurance.
- You represent and warrant that Your insurance coverage is sufficient insurance to cover any damages, injuries or harm You may incur or cause arising out of, or related to Your use of the Roadie App and the performance of the Gigs You offer to perform, including damages to Your or a third party's property and costs of medical care You or a third party may require due to injury.
- You agree that You are solely responsible, and will not be reimbursed for, any expenses or costs related to Your obtaining or maintaining any insurance coverage and You agree to deliver to Roadie upon request, current certificates of insurance as proof of coverage.
- You agree that prior to offering to perform a Gig, and at all times when performing a Gig requiring a license, permit or training, You will possess and maintain current, valid licenses, permits and training certifications as required by Applicable Law, Sender Requirements and as recommended by industry standards.
- You agree You are solely responsible for, and will not be reimbursed for, any expenses or costs related to Your obtaining or maintaining any permits, licenses, or training certifications.

- You agree to notify Roadie promptly if you discover, or suspect, any Prohibited Item(s) in a Gig and observe the best practices found here: [Prohibited Items and Suspicious Locations](#).
- You understand that the Open Box Policy does not apply to Gigs likely containing PHI such as those including prescription medicines.
- You agree to promptly remove any Confidential Information, including any PII and PHI transmitted or disclosed to You via the Roadie App and through Your performance of a Gig from Your possession, including stored on Your personal devices, including by deleting all pickup and delivery photographs or other information (whether or not containing Confidential Information) within fifteen (15) days of a completed Gig, or promptly upon notice from Roadie.
- You agree that You will immediately notify Roadie support upon gaining knowledge that a Gig or the scope of the Delivery Services differ from what was described in the Gig offer, including incorrect measurements for items for a Gig that do not fit in your vehicle, or the weight of the item is substantially different, and You agree that You must provide evidence of the same. If You do not notify Roadie support with evidence, and/or determine to perform the Gig after knowledge of the differences, You agree that You will not be due and will not be paid further compensation, and You will not request additional compensation from the Sender or Roadie because of such differences.

Roadie Blocks

In addition, if You are participating in Roadie Blocks, You further acknowledge and agree:

- During a Block, You will only perform those Gigs you are paired with during your chosen Block and You will not be able to offer on other Gigs during Your Block.
- During a Block, You will perform all Gigs in Your chosen zone that are sent to You in-app.
- The Gigs You receive during Your chosen Block will be varied in the number of items and stops, estimated time for completion, and estimated distance.
- The Earnings Guarantee for each Block will be listed in the scheduler and if Your Gig payments (not including tips or reimbursements) during the Block are less than the Earnings Guarantee, you'll be issued an adjustment payment.
- If your Gig payments (not including tips or reimbursements) during the Block are equal to or more than the Earnings Guarantee for the Block, you will not receive an adjustment payment.
- During a Block, You will only perform those Gigs you are paired with during your chosen Block, and you will not be able to offer on other Gigs during your Block.
- If You cannot complete all Gigs received by the end of the Block (for reasons not attributable to You, Your vehicle, or Your negligence or fault), the Block's Earnings Guarantee will be proportionally increased to take account of the additional minutes the Block was extended in order to complete the remaining Gig(s).

Driver Fraudulent Use Policy

Roadie is committed to preventing fraud on the Roadie Platform and will take all appropriate action necessary to do so, including the permanent deactivation and/or legal action. Actions that constitute fraudulent use of or on the Roadie Platform by Drivers, and are therefore prohibited, include but are not limited to:

- Cancellations without reasonable cause. [Click here](#) for a list of cancellations with reasonable cause.
- Creation of return Gigs without reasonable cause. [Click here](#) for a list of returns with reasonable cause.
- Indicating that a Gig was delivered at a particular location but subsequently collecting, taking, or otherwise moving the item(s).
- Taking a photo of a Gig delivery that intentionally misleads the Sender, the Recipient or Roadie about the location of the delivered Gig.

Colorado Drivers

In addition to and not in substitution of the other T&Cs hereof, Drivers providing Delivery Services within the State of Colorado ("*Colorado Driver*") and Roadie hereby acknowledge and agree to the following terms:

- Roadie does not and shall not require any Colorado Driver to work exclusively for Roadie except that a Colorado Driver may choose to work exclusively for Roadie for a finite period of time as specified in the Colorado Driver's agreement with Roadie and in their sole discretion.
- Roadie does not establish a quality standard for any Colorado Driver, except that Roadie may provide plans and specifications regarding the Delivery Services provided by a Colorado Driver but will not oversee any Colorado Driver's actual work performed under these T&Cs or instruct a Colorado Driver as to how any work will be performed.
- Roadie does not pay a salary or hourly rate but rather a fixed or contract rate as set forth in Gig.
- Roadie will not terminate a Colorado Driver's ability to perform Delivery Services unless such Colorado Driver violates these T&Cs or fails to produce a result that meets the specifications in these T&Cs.
- Roadie does not and will not provide anything more than minimal training for any Colorado Driver.
- Roadie does not and will not provide tools or benefits to any Colorado Driver, except that materials and equipment may be supplied to a Colorado Driver.
- Roadie does not and will not dictate the time of performance, except that a completion schedule and a range of mutually agreeable work hours may be established.
- Roadie will not pay Colorado Driver personally but will pay the Colorado Driver's trade or business name if given and Roadie does not and will not combine its

business operations in any way with any Colorado Driver's business and maintains and will maintain such operations as separate and distinct.

To the extent there is a conflict between the above terms and these T&Cs, the above terms are to take precedence for any Colorado Driver.

Disclosure: Under Colorado law, an independent contractor is not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by the independent contractor or some other entity. The independent contractor is obligated to pay federal and state income tax on any moneys paid pursuant to this contractual relationship.

Service Animals

Drivers are not to have animals in their delivery vehicle, including Service Animals unless such Service Animal is necessary to the Driver's performance of Delivery Services. If a Driver must have a Service Animal present all Gig items must be kept in a separate container that provides protection from pet hair and dander. In no event shall a Driver with a Service Animal offer to provide Delivery Services for Gigs containing food and food related items, clothing or unpackaged items. *Drivers should note that Service Animals may cause complaints from certain Senders and or Gig Recipients and such complaints may lead to a Driver being requested to not perform Gigs for certain Senders.*

Driver Helpers and Driver Personnel

To the extent permitted by Applicable Law and a Sender and further subject to these T&Cs, a Driver may be accompanied by a "helper" ("Driver Helper") and/or may hire or engage others as employees or subcontractors (collectively "Driver Personnel") to perform a Gig.

Helpers: All Helpers must be essential to the completion of the Gig in accordance with Sender Requirements and be accompanied at all times by the Driver of the Roadie account that made the offer to perform the Gig.

Personnel: A Driver is not required to perform Gigs personally, but may, to the extent permitted by Applicable Law and subject to these T&Cs, hire or engage Driver Personnel to perform all or some of the Gigs a Driver is accepted on.

A Driver shall be solely responsible for the direction and control of any Driver Helper or Driver Personnel used to perform Gigs hereunder in accordance with these T&Cs and the Sender Requirements and shall be liable for all actions and omissions of its Helper or Personnel. in performing Gigs, as if Driver was performing such Gigs directly.

A Driver has full and sole responsibility for the payment of all amounts due to Helpers and/or Personnel for Gigs performed on the Roadie Platform or otherwise, including all wages, benefits and expenses, if any, and for all required state and federal income tax withholdings, unemployment insurance contributions, and social security taxes. Neither Roadie nor its affiliates, nor any Sender, shall have responsibility for any wages, benefits, expenses, or other payments due to a Driver's Helpers or Personnel for income tax withholding, social security, unemployment insurance

contributions, or other payroll taxes relating to Helpers or Personnel. Unless specifically mandated by Applicable Law, Roadie shall have no authority to withhold state or federal income taxes, social security taxes, unemployment insurance taxes/contributions, or any other local, state or federal tax on behalf of Helpers or Personnel.

Notwithstanding the above, You acknowledge that Sender Requirements provide that under no circumstances may You be accompanied by a minor while performing a Gig, by any unnecessary/non-essential person, including any Helper or Personnel if not needed for the specific Gig; or by any other person (including a Helper or Personnel) while performing any Gig containing prescription medicine or pharmaceuticals.

If You intend to use Helpers or Personnel, You must send notice thereof in advance to Roadie at helperpersonnel@roadie.com and will receive further direction.

Indemnification by Drivers

You hereby agree to release, indemnify, defend, hold harmless, pay directly or reimburse upon demand Roadie Indemnitees, and Senders, from and for any and all any and all Losses incurred in connection with any Claims arising directly or indirectly from, or as a result of or in connection with, Your or Your Helper's or Personnel's: (i) acts or omissions or misconduct in the performance of Delivery Services or Your other obligations under the T&Cs; (ii) breach of the Roadie T&Cs; (iii) violation of any Applicable Law or the rights of any third party, including, without limitation, other Users of the Roadie Platform, Gig Recipients, motorists, pedestrians and other third parties; (iv) disclosing or using Confidential Information for any reason and in any manner except providing Delivery Services hereunder; (v) ownership, use or operation of a any vehicle used during the performance of Delivery Services; (vi) failure to have required and sufficient insurance, licenses, permits, training or other authorizations to provide Delivery Services; and/or (vii) failure to pay of all federal, state and local taxes, and other tax liabilities including, but not limited to all payroll taxes, self-employment taxes, workers compensation premiums, assessments, and any contributions imposed or required under federal, state and local laws.

V. ACTIONS LEADING TO TEMPORARY LOCKS OR PERMANENT DEACTIVATIONS OF USER ACCOUNTS

Drivers Generally

Without limiting any other of its remedies at law or in equity, Roadie, in its sole discretion, may temporarily lock Your account and initiate an investigation potentially leading to Your permanent deactivation if:

- You are suspected of breaching, or are credibly alleged to have breached, any of the T&Cs applicable to You, including any of Your User agreements, representations or warranties, or any of Roadie's other policies governing Your use of the Platform, including those set forth in Support Articles;

- we are unable to verify or authenticate any information You provide to us when using or receiving the Services;
- we believe that Your actions may cause financial loss or legal liability to any other User, Roadie, its affiliates, or its third-party providers;
- we suspect, we find, or it has been credibly alleged that You have engaged in, illegal, dangerous or harmful activity in connection with Your use of or access to the Roadie Platform, or in connection with Your receiving or providing Services, including theft of items in a Gig if You are a Driver or falsely claiming that a Driver committed theft of items in a Gig;
- You breach any of the policies set forth herein, including the Non-Discrimination Policy, Respect Others Policy, and Driver Fraudulent Use Policy;
- we receive a claim that items in Your Gig are missing or damaged;
- [Prohibited Items](#) are discovered in Your Gig;
- If You are a Driver and You cancel Your Gigs after acceptance without reasonable cause;
- If You are Driver and You are a “no-show” to pick up Your Gig or start Your Block without reasonable cause;
- You receive multiple complaints or low ratings, as a Driver or Sender; or
- You have not offered on a Gig if You are a Driver, or posted a Gig if You are a Sender, for 60 days or more.

A User’s account will remain locked during the investigation of any incident or action for such time as Roadie determines is necessary, in its sole discretion. Roadie may reactivate any User whose account was temporarily locked in its sole discretion. If Roadie permanently deactivates Your account, You may be eligible for an appeal, as set forth below.

If You are a Driver and participate in Roadie Blocks any of the above actions may cause You to lose Your access to the Blocks Scheduler and/or permanent deactivation. Removal from Roadie Blocks does not necessarily lead to permanent deactivation from the Roadie Platform,

Appeal Process

Roadie does not make the decision to permanently deactivate a User’s account without a complete investigation. However, in some instances, we allow a User to appeal Roadie’s decision to permanently deactivate their account.

We will not accept appeals for certain deactivation decisions related to “zero tolerance” violations, such as criminal or fraudulent activity while using the Platform or breaches of the Non-Discrimination or Respect Other Policies.

Because it is impossible to anticipate the full range of reasons that could result in the permanent deactivation of a User’s account, ultimate determination of eligibility will be made by Roadie on a case-by-case basis. A User will be allowed only one appeal. All appeal decisions made by Roadie are final and not subject to further appeal.

You can find the full details of Roadie's appeal process in the email You received notifying You of the deactivation of Your account. If You believe Your deactivation is eligible for an appeal, please submit Your appeal by following the instructions in Your deactivation email.

Deactivated Accounts

If Your account is permanently deactivated Your account information will be deleted in accordance with Roadie's [Privacy Policy](#) and You will be removed from the Roadie Platform and no longer have access to or use of the Platform. Permanent deactivation will cause You to lose Your username and persona as well as any privileges, certifications, badges or other earned items associated with Your account. If Your account was not deactivated for cause, You may open a new account on the Platform. It will be considered a material breach of these T&Cs if a User who has been deactivated for cause, opens a new account on the Platform and such new account will be deactivated without notice or right to appeal. Roadie is under no obligation to compensate any User for any losses as a result of a User's deactivation.

ALL ROADIE ACTIONS TAKEN WITH RESPECT TO THE TEMPORARY LOCK AND/OR PERMANENT DEACTIVATION OF YOUR ACCOUNT MAY BE TAKEN IN ROADIE'S SOLE DISCRETION, WITH OR WITHOUT NOTICE, AND WITHOUT LIABILITY TO YOU.

Applicable Local Law related to Driver Deactivations

Notwithstanding anything to the contrary in this Section V, the deactivation of Drivers who complete deliveries in the City of Seattle shall be subject to SMC 8.40. Review Roadie's Seattle Deactivation Policy [here](#).

Notwithstanding anything to the contrary in this Section V, the deactivation of Drivers who complete deliveries in the State of Colorado are subject to C.R.S. 8-4-126. Review Roadie's Colorado Deactivation Policy [here](#).

YOU HEREBY GRANT ROADIE PERMISSION AND THE FULL RIGHT AND AUTHORITY TO FULLY INVESTIGATE AND PROSECUTE VIOLATIONS OF ANY OF THESE TERMS (INCLUDING ALL DOCUMENTS AND AGREEMENTS REFERENCED OR INCORPORATED HEREIN) TO THE FULLEST EXTENT OF THE LAW, INCLUDING INVOLVING, COOPERATING OR DISCLOSING YOUR PERSONAL INFORMATION TO INSURANCE COMPANIES, PURSUANT TO A VALID SUBPOENA, AND LAW ENFORCEMENT AUTHORITIES IN CONNECTION THEREWITH.

WITHOUT LIMITING OUR OTHER REMEDIES, WE MAY WITHHOLD GIG PAYMENTS, LIMIT, LOCK OR DEACTIVATE YOUR USER ACCOUNT, PROHIBIT ACCESS TO THE PLATFORM, APPS, WEBSITES, AND THEIR CONTENT (INCLUDING YOUR OWN), SERVICES AND TOOLS, DELAY OR REMOVE HOSTED CONTENT, AND TAKE TECHNICAL AND LEGAL STEPS TO PREVENT ANY USER FROM ACCESSING THE PLATFORM, APPS, WEBSITES OR ANY PORTION THEREOF IF WE

BELIEVE THAT THEY ARE CREATING RISK OR POSSIBLE LEGAL LIABILITIES, INFRINGING THE INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, OR ACTING INCONSISTENTLY WITH THE LETTER OR SPIRIT OF THESE TERMS AND OTHER PUBLISHED ROADIE TERMS OR POLICIES.

VI. BILLING AND PAYMENT

Under these T&Cs, Roadie is not and will not be a party to the agreements made between Users for Delivery Services using our Platform, including the Sender's agreement and responsibility to pay the Driver therefor. In order for Roadie to facilitate payments to be made and received for Delivery Services hereunder, all Users of our Platform are required to provide to Roadie their credit card or bank account details and such other information needed to vet the User by the Payment Service Provider retained by Roadie (the "PSP"). By accepting these T&Cs, each User agrees that they have downloaded or printed, and reviewed and agreed to the PSP Agreement. Please note that Roadie is not a party to the PSP Agreement and has no obligations or liability to any User under the PSP Agreement.

Payment Processing

Payment processing services are provided by Stripe and subject to the Stripe Connected Account Agreement (available at <https://stripe.com/legal/connect-account>), which includes the Stripe Services Agreement (available at <https://stripe.com/us/legal>) (collectively, the "*Stripe Terms*"). By using the Roadie Platform to pay for Gigs or receive payment proceeds, all Users agree to be bound by the Stripe Terms, which may be modified from time to time. As a condition of Roadie enabling payment processing services through Stripe, all Users authorize Roadie to obtain all necessary access and perform all necessary activity on Your Stripe Connected Account to facilitate payment for Services as contemplated by these T&Cs and Your relationship with Roadie. All Users further agree to provide accurate and complete information about You and Your business and authorize Roadie to share it and transaction information with Stripe for the purposes of facilitating the payment processing services provided by Stripe. Roadie reserves the right to switch payment processing vendors or use alternate or backup vendors in its discretion.

Instant Pay

Drivers may elect to receive payments through Roadie's Instant Pay feature (which Roadie may offer to You in its sole discretion). If You elect to use Instant Pay, You acknowledge that You will be charged a fee for this service as disclosed by Roadie prior to Your election. You understand that Your financial institution may not support Instant Pay, neither Roadie nor Stripe makes any guarantee concerning how quickly Instant Pay payments will settle with Your account, and not all payments through the Roadie Platform are eligible for Instant Pay. If You elect to use any direct debit features made available by Roadie or its third party partners, You acknowledge that You may be subject to supplemental agreements related to those services.

Billing

Senders are responsible for paying for each Gig contracted for, which will include (i) the pricing terms of the Gig provided to a Driver, (ii) reimbursement of documented tolls and parking fees incurred by Driver in connection with the Gig (if such Sender has agreed to reimburse for the same), (iii) any Cancellation or Wait Fees, as may be applicable to the Gig, and (iv) any other fee Roadie may assess for use of its Platform (combined, the “*Gig Payment*”). Unless otherwise agreed by Roadie, any fees that Roadie may charge a User for their use of the Roadie Platform (including to receive or perform any Services), are due immediately and are non-refundable. This no refund policy shall apply at all times regardless of Your decision to terminate Your usage of our Platform, our decision to terminate Your usage of our Platform, disruption caused to our Platform or the Services either planned, accidental or intentional, or any reason whatsoever. Roadie reserves the right to change pricing at any time and any pricing information published on the Roadie Website may not reflect the current pricing.

Taxes

Users of the Platform will be liable for any taxes (including VAT, if applicable) required to be paid because of the User’s use of or access to the Roadie Platform or receiving or performing any Services or on any Gig Payment received (other than taxes on the Roadie’s income).

Payment, Withholding and Release

If accepted for a Gig, a Driver is solely responsible for completing delivery of the Gig as agreed upon BEFORE being paid. Roadie, in its sole discretion, may place a hold on a Driver’s Gig Payment if the delivery of the Gig is not provided expressly in accordance with the Sender Requirements and any other directions set forth in the request for Delivery Services, and these T&Cs, and/or Roadie determines it otherwise necessary or advisable to place a hold on such Gig Payment, including without limitation if Roadie has any suspicion or reason to believe that a Driver or Sender has breached these T&Cs or any Applicable Law. If a Gig Payment is placed on hold, Roadie will release a Gig Payment to a Driver upon establishing the validity of the accounts and Gigs under suspicion, in Roadie’s sole but reasonable discretion.

Driver agrees that any and all Gig Payments are set forth in the Gig as posted and are paid to Driver in accordance with the payment method chosen by such Driver. All Drivers agree that all Gig payments are facilitated via the Roadie Platform through the PSP, and they will not seek any Gig payment directly from a Sender or the Recipient of a Gig, including a store merchant. Driver hereby waives any and all right to commence any action for a Gig payment directly from a Sender or a Recipient on the Roadie Platform.

Reimbursement for Parking Fees and Tolls

Parking fee and toll reimbursement is voluntary and not mandatory and not all Senders reimburse Drivers for parking fees or tolls incurred while performing Delivery Services for them. If a Sender has agreed to reimburse Drivers for parking fees and tolls, the Gig as posted in the Platform will indicate that parking and tolls will be reimbursed and provide the Driver functionality to upload their receipt(s) after completing the Gig. Receiving reimbursement of parking fees and tolls is subject to the following restrictions:

- All receipts must be submitted individually **PER** Gig.
- All receipts submitted for reimbursement **MUST** be submitted via the app or to Roadie Support and **MUST** include the Gig ID.
- A Driver will be reimbursed for parking fees and tolls incurred by the Driver **ONLY** during the performance of the Gig. This includes only those parking fees and tolls incurred after pickup of the Gig and before drop off of the Gig. To be clear, any parking fees or tolls incurred by a Driver on the way to pick up a Gig or incurred after the drop off of a Gig are **NOT** reimbursable.
- Receipts for parking fees and tolls (or other adequate evidence of payment of the same) must be submitted to Roadie **within fifteen (15) days** of the Gig incurring the expense.
- Parking fees and tolls incurred performing a Gig will be reimbursed **ONLY** if the Driver uploads a legible, genuine and unaltered receipts evidencing payment of such fees or tolls.

Receiving reimbursements for parking fees and tolls presupposes You have already paid those fees and tolls. Reimbursements are reviewed and processed in the order received and neither Senders nor Roadie guarantee that any Driver will be reimbursed for such costs within any period of time and will not be responsible for any late fees or penalties imposed on a Driver for not paying amounts due for tolls and parking when and in such amounts as are required by applicable law.

Gratuities

Senders and Recipients may give gratuities to Drivers and Drivers shall retain 100% of any gratuity paid. Notwithstanding the above, Driver acknowledges that once they offer to perform a Gig, they have agreed to perform the Gig for the amount set forth in the request for Delivery Services. Any decision to give additional gratuity or further compensation is completely voluntary and Driver agrees that they will not and will ensure that their Helpers and Personnel do not, ask for or insinuate any obligation for additional compensation or gratuities from any Sender or Gig Recipient.

Unexpected Costs

Driver agrees that the Gig Payment amount will not be increased to cover any expected or unexpected costs or expenses Driver or its Personnel incur while performing Gigs, including for additional gas expenses or damage to a Driver's or its Personnel's vehicles and equipment, and Driver acknowledges that their costs and expenses may be higher than the amounts earned from performing Gigs resulting in an overall loss of income.

VII. INTELLECTUAL PROPERTY

Roadie Intellectual Property; Ownership of the Roadie Platform

Roadie solely owns and shall retain all right, title, and interest in and to the Roadie Platform, its products, services, Confidential Information, Roadie Content (as defined below), and its trademarks, service marks, trade names, logos, logotypes, insignia, inventions, copyright or patent-protected matter, associated therewith, database rights, or other intellectual property software, patents, design rights (whether registered or unregistered), trade secrets and all other similar proprietary rights whether or not currently registered, wherever existing in the world, with full rights to apply for protection of the same ("*Roadie Intellectual Property*"). Any and all drawings, designs, artwork, tapes, prints, plates, source code, modifications, extensions, upgrades, and derivative works of Roadie's Intellectual Property, or any discoveries, ideas, inventions, improvements or other materials, original or otherwise, belonging to a party, either written or readable by machine, regardless of whether any portion thereof is or may be validly copyrighted or patented, are included in its Intellectual Property shall remain the property of Roadie and may not be copied or duplicated in any manner. Nothing will restrict or limit Roadie's right to use, profit from, disclose, publish, keep secret, or otherwise exploit Your Feedback (as defined below), without compensating or crediting You or any individual providing such Feedback. "Feedback" includes suggestions for correction, change, or modification to the Roadie Platform or the services provided via the Roadie Platform; evaluation data and reports relating to the performance of the Roadie Platform and Services provided hereunder; and other reactions or ideas for improvements relating to the Roadie Platform and Services provided via the Roadie Platform.

Your Access and Use of the Roadie Platform

Subject to Your compliance with the T&Cs, Roadie hereby grants to You the limited right to access and use the Platform on any authorized Android Device that You own or control and/or any Apple Device that You own or control and as permitted by the Usage Rules set forth in Section B of the Services and Content Usage Rules (the "*Usage Rules*"). This grant does not allow You to use the Platform on any Device that You do not own or control. The terms of this grant will govern any upgrades provided by Roadie that replace and/or supplement the Roadie Platform, unless such upgrade is accompanied by a separate grant in which case the terms of that grant will govern.

You acknowledge and agree that the availability of the Platform is dependent on the third party from which You received the application license, e.g., the Apple iPhone or Android app stores ("*App Store*"). You acknowledge and agree that this agreement is between You and Roadie and not with any App Store. Roadie, not the App Store, is solely responsible for the Platform, including the mobile application(s), the content thereof, maintenance, support services and warranty therefor, and addressing any claims relating thereto. In order to use the Platform, You must have access to a wireless network, and You agree to pay all fees associated with such access. You also agree to pay all fees (if any) charged by the App Store in connection with the Platform. You agree to comply with, and Your license to use the Platform is conditioned upon Your compliance with, all applicable

third-party terms of agreement (e.g., the App Store's terms and policies) when using the Platform. You represent and warrant that You are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and You represent and warrant that You are not listed on any U.S. Government list of prohibited or restricted parties. You acknowledge and agree that each App Store (and its affiliates) is an intended third-party beneficiary of this Agreement and has the right to enforce the terms and conditions of this Agreement.

Roadie reserves the right to stop offering and/or supporting our Platform and/or our Users' ability to receive or perform Services or any particular portion or part of our Platform or access to Services at any time, at which point Your right to access and use the Platform and Your access to the Services therefrom, or any part thereof, will be automatically deactivated. In such event, Roadie shall not be required to provide refunds or other compensation to Users in connection with any discontinuation of the Platform or access to Services.

You agree not to:

- license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Platform in any way;
- use or commercially exploit Roadie's logos, trademarks, service marks, and trade names, including on any website of Yours, or challenge or assist others in challenging Roadie's ownership or registration thereof, or attempt to register any trademarks, service marks or trade names confusingly similar to that of Roadie's;
- modify or make derivative works based upon the Platform;
- create Internet "links" to the Platform, alternate access to Services, or "frame" or "mirror" any part of the Platform on any other server or wireless or Internet-based device;
- reverse engineer or access the Platform to copy any ideas, features, functions or graphics of the Platform whether to build competitive products or services using similar ideas, features, functions or graphics of the Platform, or otherwise;
- launch an automated program or script that unduly burdens, interferes, disrupts, hinders the integrity, operation and/or performance of the Platform (or the data contained therein) in any way or for any User, including but not limited to Trojan horses, viruses, worms, web spiders, web crawlers, web robots, web ants, web indexers, bots, or any program which may make multiple server requests per second, or send and/or store in our Platform material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs;
- attempt to gain unauthorized access to the Platform or its related systems or networks, or circumvent or attempt to defeat any security or verification measures relating to use of the Platform; or
- use our Platform to send spam or otherwise duplicative or unsolicited messages, send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or that violates third-party privacy rights.

Content

Licenses Granted by Roadie in Content: Subject to Your compliance with the T&Cs, Roadie grants You a limited, non-exclusive, non-transferable/sublicensable, non-assignable license to view, download and print any content that Roadie makes available through the Platform or on its social media pages and feeds (“*Roadie Content*”) and to view any content that a User posts, uploads, publishes, submits or transmits to be made available through the Platform or on Roadie social media pages and feeds, including any questions, comments, suggestions, ideas, or feedback (“*User Content*” and with Roadie Content collectively, “*Collective Content*”). Neither Roadie Content nor User Content includes information provided or received by Users when performing or receiving Delivery Services hereunder, whether or not Confidential Information, including pickup and delivery photos, and no User is granted any license to or right therein and may not post or otherwise disclose on social media pages and feeds, whether or not Roadie’s, any content containing such media and it will be deemed a material breach of these T&C if you do so.

Collective Content may be used solely for Your personal and non-commercial purposes. You will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit Collective Content, except as expressly permitted in the T&Cs. No licenses or rights are granted to You by implication or otherwise in any intellectual property rights owned or controlled by Roadie or its licensors in such Collective Content.

Social Media: Roadie maintains certain social media pages and feeds. By maintaining these social media pages, Roadie intends to build a welcoming community where everyone can engage in meaningful dialogue with one another. Our goal is to post and have posted relevant, interesting content and we welcome Your comments, suggestions, and feedback. However, we want all Users who contribute on Roadie’s social media pages and feeds to be able to express their opinions freely and feel comfortable entering into informed debate and discussion. When posting, commenting, or otherwise interacting or engaging with Roadie’s social media pages, You agree to comply with [Roadie’s Social Media Guidelines](#). Roadie has no responsibility to, and does not, monitor Your access to or use of Collective Content or review User Content for the inclusion of illegal or impermissible content. Roadie reserves the right, at any time and without prior notice, to remove or disable access to any User Content that Roadie, at its sole discretion, considers to be in violation of its Social Media Guidelines or these T&Cs.

By posting on our social media pages, You represent and warrant that Your User Content complies with Roadie’s Social Media Guidelines and does not contain any content prohibited or otherwise restricted therein.

License Granted by User: We may, in our sole discretion, permit Users to post, upload, publish, submit or transmit User Content. By making available or posting any User Content on or through the Platform You hereby grant to Roadie a worldwide, irrevocable, perpetual, exclusive, transferable, royalty-free license, with the right to sublicense, to use, view, copy, adapt, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast, disseminate and otherwise exploit such User Content. Roadie shall be entitled to the unrestricted use of all User Content for any purpose, commercial or otherwise, without acknowledgment or compensation to

You. Roadie claims no ownership rights in any User Content and nothing in the T&Cs will be deemed to restrict any ownership rights, or other rights that You may have to use and exploit Your User Content.

You acknowledge and agree that You are solely responsible for all User Content that You make available through the Platform or App. By posting or making available any User Content, You represent and warrant that You are the sole and exclusive owner of all User Content that You make available or post or You have all right, license, consent and release required to grant to Roadie the rights in such User Content contemplated under the T&Cs; and neither the User Content nor Your posting, uploading, publication, submission or transmittal of the User Content or Roadie's use of the User Content (or any portion thereof) will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy, or result in the violation of any Applicable Law.

Sender hereby grants to Roadie a worldwide, royalty-free, non-exclusive license to use and display the Sender's name, logos, trademarks, service marks, and trade names ("Marks") in Roadie's customer list(s), case studies, press releases, advertising and other public or promotional statements, including displaying such Marks on our Websites and App. User represents and warrants that it owns and/or has the right to produce and use its Marks, and any other intellectual property that it provides directly to Roadie, including through the Platform or App, and that those will not infringe any patent, copyright, trademark, trade secret, or other intellectual property, proprietary, or contract right of any third party. Roadie shall use all Marks in compliance with all applicable laws and regulations. The ownership and all goodwill accruing to the Marks arising directly from its use by the Roadie shall vest in and inure to the benefit of the Sender.

Third-Party Content and Interactions: Via the Roadie Platform, You may enter into correspondence with, purchase goods and/or services from, or participate in promotions of third party service providers, advertisers or sponsors showing their goods and/or services through the Platform ("*Third-party Content*"). Any such activity, and any terms, conditions, warranties or representations associated with such activity, is solely between You and the applicable third party. Roadie, its affiliates and its licensors shall have no liability, obligation or responsibility for any Third-party Content, or such agreements, correspondence, purchase, transaction or promotion between You and any such third party. Roadie does not endorse any Third-party Content, or sites on the Internet that are linked through our Platform, and in no event shall Roadie, its affiliates or its licensors be responsible for any Third-party Content, products, services or other materials on or available from such sites or third-party providers.

Roadie may rely on third-party advertising and marketing supplied through the Platform and other mechanisms to subsidize the Platform. By agreeing to these T&Cs You agree to receive such advertising and marketing. If You do not want to receive such advertising, You should notify us in writing.

Copyright Policy: Roadie respects copyright law and the intellectual property of others and expects its Users to do the same. Roadie will deactivate a User's account that infringes or is reasonably believed to be infringing the rights of copyright holders. If You believe, in good faith, that any materials on our Platform, including any Collective Content, infringe upon Your or another's

copyrights, please send the following to Roadie's Copyright Agent at the contact information below or to legal@roadie.com:

- A description of the copyrighted work that You claim has been infringed, including (a) sufficient information to locate the specific place on our Platform where the material is located; (b) an explanation as to why You think an infringement has taken place, (c) a complete description of the location where the original or an authorized copy of the copyrighted work exists or an Internet address where the work is posted or the name of the book in which it was published;
- Your address, telephone number, and e-mail address;
- a signed statement by You that, in good faith, You believe that the disputed use is not authorized by the copyright owner, its agent, or law;
- a statement by You, made under penalty of perjury, that the information in Your notice is accurate, and that You are the copyright owner or authorized to act on the copyright owner's behalf; and
- an electronic or physical signature of the owner of the copyright or the person authorized to act on behalf of the owner of the copyright interest.

Roadie, Inc.
Attn: Copyright Agent
300 Peachtree St. NE
Ste. CS2 #3055
Atlanta, GA 30308

VIII. MISCELLANEOUS

No Warranties, Express or Implied

The Services and our Platform are provided to You strictly on an "as is" basis without warranties of any kind, either express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose and non-infringement and all warranties are hereby disclaimed by Roadie to the maximum extent permitted by Applicable Law.

Without limiting the foregoing, neither Roadie nor its affiliates or licensors represent, warrant or guarantee:

- The accuracy or completeness of any content provided through the Platform, or the content of any websites linked to the Platform;
- that access to the Services or Platform will be uninterrupted, error-free, secure, timely or operate on any Device or in combination with any other hardware, application, system or data;
- the results that may be obtained from the use of the Services or Platform;
- that the Services or Platform, or the quality of any products, services, information or other material purchased or obtained by You through the Platform, will meet Your requirements or expectations;

- the timeliness, accuracy, or reliability, of any User;
- the timeliness, accuracy, or reliability of our Services or Platform, or any information or materials provided through or in connection with the use of the Services, Platform or App;
- that the Platform is free from viruses, worms, Trojan horses, or other harmful components;
- that any errors or defects in the Services or Platform will be corrected; or
- that any personal information supplied by You will not be misappropriated, intercepted, deleted, destroyed or used by others.

Additionally, Roadie does not warrant, endorse, guarantee or assume responsibility for any service advertised or offered by a third party through the Platform or any hyperlinked website or featured in any banner or other advertising and Roadie will not be a party to or in any way be responsible for monitoring any transaction between You and third-party providers of products or services.

Limitations of Liability

NEITHER ROADIE NOR ITS AFFILIATES OR LICENSORS IS RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER OF OUR PLATFORM AND ROADIE AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, AFFILIATES AND LICENSORS ARE NOT LIABLE FOR ANY LOSS, CLAIM, INJURY OR DAMAGE ARISING IN CONNECTION WITH YOUR USE OF THE PLATFORM OR YOUR RECEIVING OR PROVIDING SERVICES. YOU HEREBY RELEASE ROADIE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, AFFILIATES AND LICENSORS FROM ANY LIABILITY RELATED TO ANY USE OF OUR PLATFORM OR YOUR RECEIVING OR PROVIDING SERVICES OR THE CONDUCT OR MISCONDUCT OF A USER.

ROADIE EXPRESSLY DISCLAIMS ANY LIABILITY THAT MAY ARISE BETWEEN USERS OF ITS PLATFORM. USE OF OUR PLATFORM AND RECEIVING OR PERFORMING SERVICES THEREUNDER ARE ENTIRELY AT YOUR OWN RISK. ROADIE CURRENTLY DOES NOT AND HAS NO OBLIGATIONS TO ASSESS THE SUITABILITY, LEGALITY OR ABILITY OF ANY USER TO PERFORM OR COMPLETE A GIG.

UNDER NO CIRCUMSTANCES WILL ROADIE, ITS AFFILIATES, ITS LICENSORS, OR ANY OF SUCH PARTIES' AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, CORPORATE PARTNERS, OR PARTICIPANTS BE LIABLE TO YOU, ANOTHER USER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES ARISING IN CONNECTION WITH YOUR USE OF OR INABILITY TO ACCESS OR USE THE PLATFORM OR SERVICES, ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN ANY USER, ANY THIRD-PARTY SERVICE PROVIDER, ADVERTISER OR SPONSOR WHOSE ADVERTISING APPEARS ON THE WEBSITE OR IS A USER OF THE PLATFORM INCLUDING FOR PERSONAL INJURY, LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE, EVEN IF ALL PARTIES HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

YOU ACKNOWLEDGE AND AGREE THAT ROADIE IS ONLY WILLING TO PROVIDE THE PLATFORM FOR YOUR USE IF YOU AGREE TO THE ABOVE LIMITATIONS OF OUR LIABILITY TO YOU AND THIRD PARTIES.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Waiver and Release

YOU ACKNOWLEDGE THAT USERS PROVIDING OR RECEIVING SERVICES USING THE ROADIE PLATFORM MIGHT NOT BE INSURED, LICENSED OR PERMITTED AND YOU EXPRESSLY RELEASE AGREE NOT TO HOLD ROADIE, ITS AFFILIATES, ITS LICENSORS, ITS PARTNERS IN PROMOTIONS, SWEEPSTAKES OR CONTESTS, OR ANY OF SUCH PARTIES' AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, CORPORATE PARTNERS, OR PARTICIPANTS LIABLE FOR ANY DAMAGE, SUITS, CLAIMS, AND/OR CONTROVERSIES (COLLECTIVELY, "*LIABILITIES*") THAT HAVE ARISEN OR MAY ARISE, FROM OR IN ANY WAY RELATING TO A USER'S PERFORMANCE OR RECEIPT OF SERVICES HEREUNDER, OR ANY OTHER THIRD PARTY INTRODUCED TO YOU BY THE PLATFORM WHETHER DURING A GIG, OR OTHERWISE RELATING TO YOUR OR ANY OTHER PARTY'S USE OF OR INABILITY TO ACCESS OR USE THE PLATFORM OR SERVICES, INCLUDING WITHOUT LIMITATION ANY LIABILITIES ARISING IN CONNECTION WITH THE CONDUCT, ACT OR OMISSION OF ANY USER (INCLUDING WITHOUT LIMITATION STALKING, HARASSMENT THAT IS SEXUAL OR OTHERWISE, ACTS OF PHYSICAL VIOLENCE, AND DESTRUCTION OF PERSONAL PROPERTY), FAILURE OF A USER TO BE ADEQUATELY INSURED, LICENSED OR PERMITTED, ANY DISPUTE WITH ANY USER, ANY INSTRUCTION, ADVICE, ACT, OR SERVICE PROVIDED BY ROADIE OR ITS AFFILIATES OR LICENSORS AND ANY DESTRUCTION OF YOUR INFORMATION WHETHER KNOWN OR UNKNOWN, AND WHETHER OR SUCH CONDUCT, ACT OR OMISSION OCCURS DURING YOUR USE OR ACCESS OF THE PLATFORM OR APP OR DURING THE PERFORMANCE OF A GIG. AND YOU EXPRESSLY WAIVE AND RELEASE ROADIE FROM ANY AND ALL ANY LIABILITY, CLAIMS OR DAMAGES ARISING FROM OR IN ANY WAY RELATED TO A USER'S PERFORMANCE OR RECEIPT OF SERVICES HEREUNDER, OR ANY OTHER THIRD PARTY INTRODUCED TO YOU BY THE PLATFORM WHETHER DURING A GIG, OR OTHERWISE.

YOU EXPRESSLY WAIVE AND RELEASE ANY AND ALL RIGHTS AND BENEFITS UNDER SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA (OR ANY ANALOGOUS LAW OF ANY OTHER STATE), WHICH READS AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM, MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

IF NOTWITHSTANDING THE FOREGOING LIMITATIONS, EXCLUSIONS, WAIVERS AND RELEASES, IT IS DETERMINED THAT ROADIE OR ITS AFFILIATES, ITS LICENSORS, ITS PARTNERS IN PROMOTIONS, SWEEPSTAKES OR CONTESTS, OR ANY OF SUCH PARTIES' AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, CORPORATE PARTNERS, OR PARTICIPANTS ARE LIABLE FOR DAMAGES, IN NO EVENT WILL THE AGGREGATE LIABILITY, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED THE TOTAL AMOUNTS PAID BY OR EARNED BY YOU, AS APPLICABLE, DURING THE SIX MONTHS PRIOR TO THE TIME SUCH CLAIM AROSE.

Mobile Terms of Service

Roadie mobile message services ("*Mobile Services*") offered through the Roadie Platform are provided by third-party vendors. Your agreement to these T&C also constitutes your agreement to these Mobile Terms of Service ("*Mobile Terms*"). We may modify or cancel the Mobile Services or any of its features and/or change our third-party vendor(s) without notice. To the extent permitted by applicable law, we may also modify these Mobile Terms at any time and your continued use of the Mobile Services following the effective date of any such changes shall constitute your acceptance of such changes. These Mobile Terms may also be revised by changes to the platform of any third-party vendor that We may currently use. By consenting to these Mobile Terms, you agree to receive Mobile Services, including recurring SMS/text messages from and on behalf of Roadie through your wireless provider to the mobile number you provided. If your mobile number is registered on any state or federal Do Not Call list, but you then opt-in to our Mobile Services, then you are agreeing to receive text messages and supersede your prior decision to be placed on the Do Not Call list.

Text messages may be sent using an automatic telephone dialing system or other technology. Service-related messages may include updates, alerts, and information (e.g., order updates, account alerts, etc.). Promotional messages may include promotions, specials, and other marketing offers (e.g., notification of new Gigs and/or opportunities in Your area if You are a Driver). You understand that you do not have to sign up for texts in order to use the Roadie Platform, and your consent is not a condition of using the Roadie Platform and your consent is completely voluntary.

We do not charge fees for any Mobile Services, but You are responsible for all charges and fees related to SMS/text messages imposed by your wireless provider. Message frequency varies. Message and data rates may apply. Check Your mobile plan and contact Your wireless provider for details.

You may opt-out of receiving text messages at any time by texting the single keyword command STOP in reply to any text message received or click the unsubscribe link (where available) in any text message to cancel. You'll receive a one-time opt-out confirmation text message. No further messages will be sent to your mobile device, unless initiated by you. If you have subscribed to other Roadie mobile message programs and wish to cancel, except where applicable law requires otherwise, you will need to opt out separately from those programs by following the instructions provided in their respective mobile terms. To get help, you can visit our [Support Page](#).

We may change any short code or telephone number we use to operate our Mobile Services at any time and will notify you of these changes. You acknowledge that any messages, including any STOP requests, you send to a short code or telephone number we have changed may not be received and we will not be responsible for honoring requests made in such messages.

The wireless carriers supported by the Mobile Services are not liable for delayed or undelivered messages. You agree to provide us with a valid mobile number. If You get a new mobile number, You will need to sign up for the program with Your new number.

To the extent permitted by applicable law, You agree that we will not be liable for failed, delayed, or misdirected delivery of any information sent through the Service, any errors in such information, and/or any action you may or may not take in reliance on the information or Mobile Services.

Notices

Roadie may give Users general notices, whether regarding the Platform, these T&Cs, or otherwise via the App and/or electronic mail to Your email address on record in Roadie's account information.

Any legal or formal notices, requests or other communications required or permitted to be given hereunder shall be in writing and shall be delivered by hand, by overnight courier, mailed by United States registered or certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party at its address set forth below.

You may give notice to Roadie at any time by email at operations@roadie.com with a copy to legal@roadie.com and/or letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to Roadie, Inc. at 300 Peachtree St. NE, Ste. CS2 #3055, Atlanta, GA 30308, addressed to the attention of: Head of Operations. Roadie will give notice to Users at the email and/or physical addresses provided by User when forming their account on the Roadie Platform.

Notices shall be deemed to have been given upon the expiration of five (5) business days after mailing or posting (if sent by first class mail or pre-paid post), if not received sooner, or forty-eight (48) hours after sending (if sent by email).

Privacy

We respect your right to privacy. To see how we collect and use Your personal information, please see our [Privacy Policy](#).

Export Control

You agree to comply fully with all U.S. and foreign export laws and regulations to ensure that none of the Platform, any technical data related thereto, or any direct product thereof is exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by, such laws and regulations. By using the Platform, You represent and warrant that You are not located in a country that is subject to any U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and You are not listed on any U.S. Government list of prohibited or restricted parties.

Relationship Between Roadie, Drivers and Senders

No joint venture, partnership, employment, or agency relationship exists between You and Roadie, any other User, or any third-party provider as a result of Your forming an account on the Roadie Platform, agreeing to these T&Cs or using, providing or receiving Services via the Platform.

Entire Agreement

Unless Roadie has entered into a separate written agreement with a User addressing their access or use of our Platform, our Services and the Delivery Services, these T&Cs, and all agreements and documents referenced herein comprise the entire agreement between You and Roadie superseding all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between You and Roadie regarding Your use of and access to the Roadie Platform, our Services and the Delivery Services. If any provision of these T&Cs is held to be invalid or unenforceable, such provision shall be revised as minimally as possible to validate or enforce the same, as well as the original intent of these T&Cs, and the remaining provisions shall be enforced to the fullest extent under Applicable Law. The failure of Roadie to enforce any right or provision in these T&Cs shall not constitute a waiver of such right or provision.

Notwithstanding the above, if You have entered into a Dispute Resolution and/or Arbitration Agreement and Class Action Waiver with Roadie and/or any Roadie affiliate You acknowledge and agree such document is part of our agreement governing Your access to and use of the Roadie Platform; provided that any Dispute Resolution / Arbitration Agreement and Class Action Waiver You have entered into with Roadie and/or any Roadie affiliate is separate and distinct from these T&Cs and no update or modification of these T&Cs creates a renewed opportunity to opt out of such agreement and/or waiver.

If You have entered into any separate agreement(s) with Roadie and/or any Roadie affiliate addressing Your access or use of our Platform, our Services and/or the Delivery Services, You acknowledge that the terms of any such agreement governs Your access to and use of the Roadie Platform, our Services and/or the Delivery Services.

Prior Version

Roadie Terms and Conditions, effective December 31, 2023