

Terms & Conditions

Ship District & Ship District Internet Express Terms and Conditions

Last updated: June 29th, 2023

1. Contractual Relationship

These Terms of Use (“*Terms*”) govern the access or use by you, an individual, from within the United States made available by Ship District, a corporate company established in Delaware.

PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING OR USING THE SERVICES.

Your access and use of the Services constitutes your agreement to be bound by these Terms, which establishes a contractual relationship between you and Ship District. If you do not agree to these Terms, you may not access or use the Services. These Terms expressly supersede prior agreements or arrangements with you. Ship District may immediately terminate these Terms or any Services with respect to you, or generally cease offering or deny access to the Services or any portion thereof, at any time for any reason.

Supplemental terms may apply to certain Services, such as policies for a particular event, activity or promotion, and such supplemental terms will be disclosed to you in connection with the applicable Services. Supplemental terms are in addition to, and shall be deemed a part of, the Terms for the purposes of the applicable Services. Supplemental terms shall prevail over these Terms in the event of a conflict with respect to the applicable Services.

Ship District may amend the Terms related to the Services from time to time.

Amendments will be effective upon Ship District’s posting of such updated Terms at this location or the amended policies or supplemental terms on the applicable Service. Your continued access or use of the Services after such posting constitutes your consent to be bound by the Terms, as amended.

Our collection and use of personal information in connection with the Services is as provided in Ship District’s Privacy Policy located at <https://shipdistrict.com/privacy-policy>. Ship District may provide to a claims processor or an insurer any necessary information (including your contact information) if there is a complaint, dispute or conflict, which may include an accident, involving you and a Third Party Provider (including a transportation network company driver) and such information or data is necessary to resolve the complaint, dispute or conflict.

2. The Services

The Services constitute a technology platform that enables users of Ship District’s mobile applications or websites provided as part of the Services (each, an “*Application*”) to arrange and schedule transportation and/or logistics services with independent third party providers of such services, including independent third party transportation providers and independent third party logistics providers under agreement with Ship District or certain of Ship District’s affiliates (“*Third Party Providers*”). Unless otherwise agreed by Ship District in a separate written agreement with you, the Services are made

available solely for your personal, & commercial use. YOU ACKNOWLEDGE THAT Ship District DOES NOT PROVIDE TRANSPORTATION OR LOGISTICS SERVICES OR FUNCTION AS A TRANSPORTATION CARRIER AND THAT ALL SUCH TRANSPORTATION OR LOGISTICS SERVICES ARE PROVIDED BY INDEPENDENT THIRD PARTY CARRIERS WHO ARE NOT EMPLOYED BY Ship District OR ANY OF ITS AFFILIATES.

License.

Subject to your compliance with these Terms, Ship District grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferrable license to: (i) access and use the Applications on your personal device solely in connection with your use of the Services; and (ii) access and use any content, information and related materials that may be made available through the Services, in each case solely for your personal, noncommercial use. Any rights not expressly granted herein are reserved by Ship District and Ship District's licensors.

Restrictions.

You may not: (i) remove any copyright, trademark or other proprietary notices from any portion of the Services; (ii) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services except as expressly permitted by Ship District; (iii) decompile, reverse engineer or disassemble the Services except as may be permitted by applicable law; (iv) link to, mirror or frame any portion of the Services; (v) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Services; or (vi) attempt to gain unauthorized access to or impair any aspect of the Services or its related systems or networks.

Provision of the Services.

You acknowledge that portions of the Services may be made available under Ship District's. You also acknowledge that the Services may be made available under such brands or request options by or in connection with: (i) certain of Ship District's subsidiaries and affiliates; or (ii) independent Third Party Providers, including transportation network company drivers, transportation charter permit holders or holders of similar transportation permits, authorizations or licenses.

Third-Party Services and Content.

The Services may be made available or accessed in connection with third-party services and content (including advertising) that Ship District does not control. You acknowledge that different terms of use and privacy policies may apply to your use of such third party services and content. Ship District does not endorse such third party services and content and in no event shall Ship District be responsible or liable for any products or services of such third party providers. Additionally, FedEx, UPS, USPS, DHL, Apple Inc., Google, Inc., Microsoft Corporation or BlackBerry Limited and/or their applicable international subsidiaries and affiliates will be third-party beneficiaries to this contract if you access the Services using Applications developed for Apple iOS, Android, Microsoft Windows, or Blackberry-powered mobile devices, respectively. These third-party beneficiaries are not parties to this contract and are not responsible

for the provision or support of the Services in any manner. Your access to the Services using these devices is subject to terms set forth in the applicable third-party beneficiary's terms of service.

Ownership.

The Services and all rights therein are and shall remain Ship District's property or the property of Ship District's licensors. Neither these Terms nor your use of the Services convey or grant to you any rights: (i) in or related to the Services except for the limited license granted above; or (ii) to use or reference in any manner Ship District's company names, logos, product and service names, trademarks, or services marks or those of Ship District's licensors.

3. Your Use of the Services

User Accounts.

In order to use most aspects of the Services, you must register for and maintain an active personal user Services account ("*Account*"). You must be at least 18 years of age, or the age of legal majority in your jurisdiction (if different than 18), to obtain an Account. Account registration requires you to submit to Ship District certain personal information, such as your name, address, mobile phone number, and age, as well as at least one valid payment method (either a credit card or accepted payment partner). You agree to maintain accurate, complete, and up-to-date information in your Account. Your failure to maintain accurate, complete, and up-to-date Account information, including having an invalid or expired payment method on file, may result in your inability to access and use the Services or Ship District's termination of these Terms with you. You are responsible for all activity that occurs under your Account, and you agree to maintain the security and secrecy of your Account username and password at all times. Unless otherwise permitted by Ship District in writing, you may only possess one Account.

User Requirements and Conduct.

The Service is not available for use by persons under the age of 18. You may not authorize third parties to use your Account, and you may not allow persons under the age of 18 to receive transportation or logistics services from Third Party Providers unless they are accompanied by you. You may not assign or otherwise transfer your Account to any other person or entity. You agree to comply with all applicable laws when using the Services, and you may only use the Services for lawful purposes (e.g., no transport of unlawful or hazardous materials). You will not, in your use of the Services, cause nuisance, annoyance, inconvenience, or property damage, whether to the Third Party Provider or any other party. In certain instances, you may be asked to provide proof of identity to access or use the Services, and you agree that you may be denied access to or use of the Services if you refuse to provide proof of identity.

Text Messaging.

By creating an Account, you agree that the Services may send you informational text (SMS) messages as part of the normal business operation of your use of the Services. You may opt-out of receiving text (SMS) messages from Ship District at any time by following the directions found at <https://www.shipdistrict.com> or <https://express.shipdistrict.com>. You acknowledge that opting out of receiving text (SMS) messages may impact your use of the Services.

Promotional Codes.

Ship District may, in Ship District's sole discretion, create promotional codes that may be redeemed for Account credit, or other features or benefits related to the Services and/or a Third Party Provider's services, subject to any additional terms that Ship District establishes on a per promotional code basis ("*Promo Codes*"). You agree that Promo Codes: (i) must be used for the intended audience and purpose, and in a lawful manner; (ii) may not be duplicated, sold or transferred in any manner, or made available to the general public (whether posted to a public form or otherwise), unless expressly permitted by Ship District; (iii) may be disabled by Ship District at any time for any reason without liability to Ship District; (iv) may only be used pursuant to the specific terms that Ship District establishes for such Promo Code; (v) are not valid for cash; and (vi) may expire prior to your use. Ship District reserves the right to withhold or deduct credits or other features or benefits obtained through the use of Promo Codes by you or any other user in the event that Ship District determines or believes that the use or redemption of the Promo Code was in error, fraudulent, illegal, or in violation of the applicable Promo Code terms or these Terms.

User-Provided Content.

Ship District may, in Ship District's sole discretion, permit you from time to time to submit, upload, publish or otherwise make available to Ship District through the Services textual, audio, and/or visual content and information, including commentary and feedback related to the Services, initiation of support requests, and submission of entries for competitions and promotions ("*User Content*"). Any User Content provided by you remains your property. However, by providing User Content to Ship District, you grant Ship District a worldwide, perpetual, irrevocable, transferrable, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner such User Content in all formats and distribution channels now known or hereafter devised (including in connection with the Services and Ship District's business and on third-party sites and services), without further notice to or consent from you, and without the requirement of payment to you or any other person or entity.

You represent and warrant that: (i) you either are the sole and exclusive owner of all User Content or you have all rights, licenses, consents and releases necessary to grant Ship District the license to the User Content as set forth above; and (ii) neither the User Content nor your submission, uploading, publishing or otherwise making available of such User Content nor Ship District's use of the User Content as permitted herein will infringe, misappropriate or violate a third party's intellectual property or proprietary rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

You agree to not provide User Content that is defamatory, libelous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive, as determined by Ship District in its sole discretion, whether or not such material may be protected by law. Ship District may, but shall not be obligated to, review, monitor, or remove User Content, at Ship District's sole discretion and at any time and for any reason, without notice to you.

Network Access and Devices.

You are responsible for obtaining the data network access necessary to use the Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Services from a wireless-enabled device and you shall be responsible for such rates and fees. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and Applications and any updates thereto. Ship District does not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

4. Payment

You understand that use of the Services may result in charges to you for the services or goods you receive from a Third Party Provider ("*Charges*"). After you have received services or goods obtained through your use of the Service, Ship District will facilitate your payment of the applicable Charges on behalf of the Third Party Provider as such Third Party Provider's limited payment collection agent. Payment of the Charges in such manner shall be considered the same as a payment made directly by you to the Third Party Provider. Charges will be inclusive of applicable taxes where required by law. Charges paid by you are final and non-refundable unless otherwise determined by Ship District. You retain the right to request lower Charges from a Third Party Provider for services or goods received by you from such Third Party Provider at the time you receive such services or goods. Ship District will respond accordingly to any request from a Third Party Provider to modify the Charges for a particular service or good.

All Charges are due immediately and payment will be facilitated by Ship District using the preferred payment method designated in your Account, after which Ship District will send you a receipt by email. If your primary Account payment method is determined to be expired, invalid or otherwise not able to be charged, you agree that Ship District may, as the Third Party Provider's limited payment collection agent, use a secondary payment method in your Account, if available.

As between you and Ship District, Ship District reserves the right to establish, remove and/or revise Charges for any or all services or goods obtained through the use of the Services at any time in Ship District's sole discretion. Further, you acknowledge and agree that Charges applicable in certain geographical areas may increase substantially during times of high demand. Ship District will use reasonable efforts to inform you of Charges that may apply, provided that you will be responsible for Charges incurred under your Account regardless of your awareness of such Charges or the amounts thereof. Ship District may from time to time provide certain users with promotional offers and discounts that may result in different amounts charged for the same or similar services or goods obtained through the use of the Services, and you agree that such promotional offers and discounts unless also made available to you, shall have no bearing on your use of the Services or the Charges applied to you. You may elect to cancel your request for services or goods from a Third Party Provider at any time prior to such Third Party Provider's arrival, in which case you may be charged a cancellation fee.

This payment structure is intended to fully compensate the Third Party Provider for the services or goods provided. Except with respect to taxicab transportation services requested through the Application, Ship District does not designate any portion of your

payment as a tip or gratuity to the Third Party Provider. Any representation by Ship District (on Ship District's website, in the Application, or in Ship District's marketing materials) to the effect that tipping is "voluntary," "not required," and/or "included" in the payments you make for services or goods provided is not intended to suggest that Ship District provides any additional amounts, beyond those described above, to the Third Party Provider. You understand and agree that, while you are free to provide additional payment as a gratuity to any Third Party Provider who provides you with services or goods obtained through the Service, you are under no obligation to do so. Gratuities are voluntary. After you have received services or goods obtained through the Service, you will have the opportunity to rate your experience and leave additional feedback about your Third Party Provider.

Repair or Cleaning Fees.

You shall be responsible for the cost of repair for damage to, or necessary cleaning of, Third Party Provider vehicles and property resulting from use of the Services under your Account in excess of normal "wear and tear" damages and necessary cleaning ("*Repair or Cleaning*"). In the event that a Third Party Provider reports the need for Repair or Cleaning, and such Repair or Cleaning request is verified by Ship District in Ship District's reasonable discretion, Ship District reserves the right to facilitate payment for the reasonable cost of such Repair or Cleaning on behalf of the Third Party Provider using your payment method designated in your Account. Such amounts will be transferred by Ship District to the applicable Third Party Provider and are non-refundable.

5. Disclaimers; Limitation of Liability; Indemnity.

DISCLAIMER.

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." Ship District DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE TERMS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, Ship District MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY OR AVAILABILITY OF THE SERVICES OR ANY SERVICES OR GOODS REQUESTED THROUGH THE USE OF THE SERVICES, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. Ship District DOES NOT GUARANTEE THE QUALITY, SUITABILITY, SAFETY OR ABILITY OF THIRD PARTY PROVIDERS. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES, AND ANY SERVICE OR GOOD REQUESTED IN CONNECTION THEREWITH, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

LIMITATION OF LIABILITY.

Ship District SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST DATA, PERSONAL INJURY OR PROPERTY DAMAGE RELATED TO, IN CONNECTION WITH, OR OTHERWISE RESULTING FROM ANY USE OF THE SERVICES, EVEN IF Ship District HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Ship District SHALL NOT BE LIABLE FOR ANY DAMAGES,

LIABILITY OR LOSSES ARISING OUT OF: (i) YOUR USE OF OR RELIANCE ON THE SERVICES OR YOUR INABILITY TO ACCESS OR USE THE SERVICES; OR (ii) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY THIRD PARTY PROVIDER, EVEN IF Ship District HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Ship District SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND Ship District's REASONABLE CONTROL. YOU ACKNOWLEDGE THAT THIRD PARTY TRANSPORTATION PROVIDERS PROVIDING TRANSPORTATION SERVICES REQUESTED THROUGH SOME REQUEST BRANDS MAY OFFER RIDESHARING OR PEER-TO-PEER TRANSPORTATION SERVICES AND MAY NOT BE PROFESSIONALLY LICENSED OR PERMITTED. IN NO EVENT SHALL Ship District'S TOTAL LIABILITY TO YOU IN CONNECTION WITH THE SERVICES FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION EXCEED FIVE HUNDRED EUROS (€500).

Ship District'S SERVICES MAY BE USED BY YOU TO REQUEST AND SCHEDULE TRANSPORTATION, GOODS OR LOGISTICS SERVICES WITH THIRD PARTY PROVIDERS, BUT YOU AGREE THAT Ship District HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO ANY TRANSPORTATION, GOODS OR LOGISTICS SERVICES PROVIDED TO YOU BY THIRD PARTY PROVIDERS OTHER THAN AS EXPRESSLY SET FORTH IN THESE TERMS.

THE LIMITATIONS AND DISCLAIMER IN THIS SECTION 5 DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

Indemnity.

You agree to indemnify and hold Ship District and its officers, directors, employees and agents harmless from any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees) arising out of or in connection with: (i) your use of the Services or services or goods obtained through your use of the Services; (ii) your breach or violation of any of these Terms; (iii) Ship District's use of your User Content; or (iv) your violation of the rights of any third party, including Third Party Providers.

6. Governing Law; Arbitration.

Except as otherwise set forth in these Terms, these Terms shall be exclusively governed by and construed in accordance with the laws of The United States, excluding its rules on conflicts of laws. The Vienna Convention on the International Sale of Goods of 1980 (CISG) shall not apply. Any dispute, conflict, claim or controversy arising out of or broadly in connection with or relating to the Services or these Terms, including those relating to its validity, its construction or its enforceability (any "*Dispute*") shall be first mandatorily submitted to mediation proceedings under the International Chamber of Commerce Mediation Rules ("*ICC Mediation Rules*"). If such Dispute has not been settled within sixty (60) days after a request for mediation has been submitted under such ICC Mediation Rules, such Dispute can be referred to and shall be exclusively and finally resolved by arbitration under the Rules of Arbitration of the International Chamber of Commerce ("*ICC Arbitration Rules*"). The ICC Rules' Emergency Arbitrator provisions are excluded. The Dispute shall be resolved by one (1) arbitrator to be appointed in accordance with the ICC Rules. The place of both mediation and arbitration shall be Amsterdam, The United States, without prejudice to any rights you may have under

Article 18 of the Brussels I bis Regulation (OJ EU 2012 L351/1) and/or Article 6:236n of the Dutch Civil Code. The language of the mediation and/or arbitration shall be English, unless you do not speak English, in which case the mediation and/or arbitration shall be conducted in both English and your native language. The existence and content of the mediation and arbitration proceedings, including documents and briefs submitted by the parties, correspondence from and to the International Chamber of Commerce, correspondence from the mediator, and correspondence, orders and awards issued by the sole arbitrator, shall remain strictly confidential and shall not be disclosed to any third party without the express written consent from the other party unless: (i) the disclosure to the third party is reasonably required in the context of conducting the mediation or arbitration proceedings; and (ii) the third party agrees unconditionally in writing to be bound by the confidentiality obligation stipulated herein.

7. Other Provisions

Claims of Copyright Infringement.

Claims of copyright infringement should be sent to Ship District's designated agent. Please visit Ship District's web page at <https://www.shipdistrict.com> or <https://express.shipdistrict.com> for the designated address and additional information.

Notice

Ship District may give notice by means of a general notice on the Services, electronic mail to your email address in your Account, or by written communication sent to your address as set forth in your Account. You may give notice to Ship District by written communication to Ship District's address at 225 E 12th St, Los Angeles, CA 90015, United States.

General.

You may not assign or transfer these Terms in whole or in part without Ship District's prior written approval. You give your approval to Ship District for it to assign or transfer these Terms in whole or in part, including to: (i) a subsidiary or affiliate; (ii) an acquirer of Ship District's equity, business or assets; or (iii) a successor by merger. No joint venture, partnership, employment or agency relationship exists between you, Ship District or any Third Party Provider as a result of the contract between you and Ship District or use of the Services.

If any provision of these Terms is held to be illegal, invalid or unenforceable, in whole or in part, under any law, such provision or part thereof shall to that extent be deemed not to form part of these Terms but the legality, validity and enforceability of the other provisions in these Terms shall not be affected. In that event, the parties shall replace the illegal, invalid or unenforceable provision or part thereof with a provision or part thereof that is legal, valid and enforceable and that has, to the greatest extent possible, a similar effect as the illegal, invalid or unenforceable provision or part thereof, given the contents and purpose of these Terms. These Terms constitute 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 these Terms, the words "including" and "include" mean "including, but not limited to."

Agent Terms & Conditions

Effective May 21, 2020

This Fleet Agreement (the “Agreement”), effective the date accepted by You, is made and entered into by and between you (“You”) and Ship District Inc. (“Ship District”). By entering into this Agreement, You also acknowledge that You have read, understood, and voluntarily agreed to the Ship District [Terms of Service](#) and [Privacy Policy](#), both of which are expressly incorporated herein by reference. Additionally, and for clarity, You and Ship District may each be referenced in this Agreement as a “Party” and together as the “Parties.”

IMPORTANT: PLEASE REVIEW THIS AGREEMENT CAREFULLY, SPECIFICALLY THE MUTUAL ARBITRATION PROVISION IN SECTION 11. UNLESS YOU OPT OUT OF ARBITRATION AS PROVIDED BELOW, THIS AGREEMENT REQUIRES THE PARTIES TO RESOLVE DISPUTES THROUGH FINAL AND BINDING ARBITRATION ON AN INDIVIDUAL BASIS TO THE FULLEST EXTENT PERMITTED BY LAW. BY ACCEPTING THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND VOLUNTARILY AGREED TO ALL OF THE TERMS OF THIS AGREEMENT, INCLUDING THE MUTUAL ARBITRATION PROVISION, AND THAT YOU HAVE TAKEN TIME AND SOUGHT ANY ASSISTANCE NEEDED TO COMPREHEND AND CONSIDER THE CONSEQUENCES OF THIS IMPORTANT BUSINESS DECISION.

Recitals

Ship District provides and maintains an online marketplace and mobile platform (“Platform”) on which individual customers (collectively “Customers”); restaurants, retail stores, and other merchants (collectively “Merchants”); and independent businesses providing delivery services (“Services”) connect to facilitate the purchase, fulfillment, and, when applicable, delivery of goods from Merchant(s) to Customer(s). You are an independent business providing delivery services, authorized and able to satisfy any and all legal requirements necessary to perform the services contemplated by this Agreement in the geographic location(s) in which You operate. You understand and agree that You enter into this Agreement as an independent business entity, and You desire to enter into this Agreement for the right to access the Platform in order to receive Delivery Opportunities (as defined in section 3A below). In consideration of these recitals and the mutual promises below, and for other good and valuable consideration, You and Ship District agree as follows:

1. Purpose Of Agreement

1A. This Agreement governs the entire relationship between the Parties, and establishes the Parties’ respective rights and obligations arising out of this relationship. The relationship between the Parties governed by this Agreement includes Your access to the Platform, which facilitates Your provision of Services through Delivery Opportunities. The Parties acknowledge and agree that this Agreement is a licensing agreement between independent businesses that are separately owned and operated. The Parties intend this Agreement to create the relationship of principal and independent contractor (“Contractor”) and not that of employer and employee. Neither Party shall have the right to bind the other by contract (or otherwise) except as specifically provided in this Agreement.

1B. Nothing in this Agreement requires You to accept any Delivery Opportunity on the Ship District Platform, and nothing in this Agreement shall guarantee You any particular volume of Delivery Opportunities or Deliveries for any particular time period.

1C. Ship District reserves the right, at any time, to modify or supplement external documents referenced and incorporated into this Agreement and/or any information referenced via hyperlink (or the addresses where such information may be found). Such modifications shall become effective upon posting. Such modifications or supplements may be provided to You via electronic means.

2. Your Operations

2A. You understand and agree that in providing any services under this Agreement, You are not an employee or customer of Ship District, any Merchant selling goods through Ship District, or any Customer purchasing goods through Ship District. You represent that in providing any services under this Agreement You operate an independent business, whether a sole proprietorship or other formal business entity, including but not limited to a corporation, limited liability company, or partnership. If You are required to obtain or maintain a business license, You represent that You have obtained and agreed to maintain such a license. You agree to inform Ship District in writing immediately if You are no longer operating an independent business to provide services under this Agreement.

2B. You understand that: (i) You are free to select the times You wish to access the Platform; (ii) You are free to accept, reject, or ignore any particular Delivery Opportunities made available to You through the Platform; (iii) You have the sole right to control the manner and means by which You perform Deliveries through the Platform; and (iv) You are engaging Ship District to provide You access to the Platform, which will permit You to perform deliveries.

2C. You represent that, as applicable, You possess all tools, vehicles, and equipment, including mobile telephone, modes of transportation, etc. (collectively "Equipment") and personnel necessary to lawfully provide the services contemplated by this Agreement. Moreover, You agree that You are solely responsible for ensuring that such Equipment conforms to applicable laws, including those pertaining to health, safety, inspection, and operational capability, and that You are responsible for all costs and expenses You may incur under this Agreement, including, but not limited to, traffic tickets, tolls, parking fees, inspections, insurance, and any other costs related to Equipment. Except as otherwise required by law, You assume all risk of damage or loss to Your Equipment.

2D. Nothing in this Agreement prohibits You, to the extent permitted by law and subject to the terms of this Agreement, from hiring, subcontracting, or otherwise engaging any other person (a "Subcontractor") to assist You with the performance of a Delivery, provided that any such Subcontractor accepts the terms of this Agreement and separately completes the process to receive Delivery Opportunities. You agree to bear sole responsibility for the direction and control over any Subcontractor. Specifically, to the extent You engage a Subcontractor, unless otherwise mandated by law, You assume full and sole responsibility for the payment of all amounts due or required to be withheld from Subcontractor(s) for work performed under this Agreement, including but not limited to any wages, benefits and expenses, state and federal income tax withholdings, unemployment insurance contributions, and/or social security taxes. Ship District shall have no responsibility for money or obligations You may owe

Subcontractor(s), and neither You nor any Subcontractor(s) shall participate in or receive any wages or other benefits available to Ship District' employees. The Parties acknowledge and agree that any provisions of this Agreement reserving ultimate authority in Ship District have been inserted solely to achieve compliance with federal, state, or local laws, regulations, and interpretations thereof, and/or to ensure the safety of the Platform for all users.

2E. Nothing in this Agreement shall prevent the Parties from at any time engaging in similar arrangements or business with others, including the Parties' direct competitors, or from advertising themselves to the public as available to engage in similar arrangements or business with others. You agree to immediately notify Ship District in writing if You believe You have been restricted in any way by Ship District from advertising, engaging with, or providing Your services to any other entity.

2F. You understand and agree that You are not required at any time to wear or use any clothing or equipment provided by or bearing Ship District' name or logo; or to purchase, lease, or rent any products, equipment, or services from Ship District.

2G. You agree that before You receive access to the Platform, You will consent to and pass a background check based on Your own social security number. You also agree that, at its sole discretion and in accordance with applicable law, Ship District may require You to consent to and pass additional background checks.

2H. You expressly consent to be contacted by, and to receive and accept communications from Ship District and authorized partners, representatives, and/or affiliates (which may include Merchants and/or Customers) via different communication methods, including but not limited to email(s), SMS/text message(s), push notification(s), and/or call(s) to contacts, including telephone number(s), You provide to Ship District. By consenting to being contacted, You understand and agree that You may receive communications--including artificial or pre-recorded messages and/or automated systems, such as automatic telephone dialing systems--sent by or on behalf of Ship District on various subjects, including but not limited to: (1) operational or transactional communications, such as those concerning Your user account, sign up progress to become a Contractor, use of the Platform, and/or features available on the Platform; (2) communications relating to Deliveries and Delivery Opportunities, including delivery fees and incentive offers; (3) promotions, advertising, and/or marketing, (4) news concerning Ship District and industry developments that affect Your relationship with us; and (5) account verification communications. Message and data rates may apply. By consenting to be contacted, You represent that the telephone number(s) that You have provided to us are Your contact numbers, that You are permitted to receive calls at such telephone number(s), and that You will promptly alert us whenever you stop using a particular telephone number.

2I. You agree that Ship District, its partners, affiliates, or representatives may contact You (including for marketing and promotional purposes from Ship District or our third-party partners where permitted by law) by email, phone, push notifications, SMS, or by other comparable means (including by use of an automatic telephone dialing system) at the email address(es), phone(s), or phone number(s) You provide to Ship District. YOU CAN UNSUBSCRIBE FROM SHIP DISTRICT' MARKETING EMAIL LIST BY FOLLOWING THE UNSUBSCRIBE OPTIONS IN THE MARKETING EMAIL ITSELF. PLEASE BE ADVISED THAT IF YOU OPT OUT OF MARKETING EMAILS, SHIP

DISTRICT MAY STILL SEND YOU EMAILS ABOUT YOUR ACCOUNT OR ANY TRANSACTIONS BETWEEN THE PARTIES.

IF YOU WISH TO OPT OUT OF MARKETING TEXT OR SMS MESSAGES, IN RESPONSE TO SUCH A MESSAGE YOU MAY REPLY "STOP" FROM THE MOBILE DEVICE RECEIVING THE MESSAGE. YOU ACKNOWLEDGE THAT YOU ARE NOT REQUIRED TO CONSENT TO RECEIVE MARKETING TEXTS OR CALLS AS A CONDITION OF PERFORMING SERVICES USING SHIP DISTRICT.

3. Deliveries

3A. Ship District may notify You of the opportunity to complete a delivery from a Merchant to a Customer (a "Delivery Opportunity"), and You may have the option to choose automatic acceptance or other preferences for certain Delivery Opportunities. For each Delivery Opportunity You accept (a "Delivery"), You agree to complete the delivery of the good(s) purchased by a Customer in a form free from tampering, in the condition intended by the Customer and/or Merchant, according to the terms of this Agreement and/or as otherwise set forth in the [Fleet Help Center](#), and in compliance with any and all applicable federal, state, and local laws, rules and regulations, including but not limited to applicable food and health safety laws, rules, and/or regulations. You further agree that for any Delivery that includes any age-restricted items, including but not limited to alcohol, tobacco, e-cigarettes, or vaporizers, You are responsible for ensuring the Delivery complies with all federal, state, and local laws, including but not limited to ensuring that the individual accepting the Delivery is the individual who placed the order, has provided valid identification, is the required minimum age, and is not intoxicated.

3B. You agree that Ship District may provide You with a prepaid debit card that can be used to pay for certain Deliveries. Any unauthorized use of this prepaid debit card will be considered theft and/or fraud. You further agree that if You lose the prepaid debit card, You will report the loss to Ship District immediately.

3C. You agree that if you fail to complete any Delivery (a "Service Failure"), Ship District reserves the right to recover any costs incurred by Ship District related to Your action(s) or omission(s). You further agree that if You fail to return to a Merchant any item that cannot be delivered (a "Return Failure"), Ship District reserves the right to recover any costs incurred by Ship District related to the Return Failure. If You dispute responsibility for a Service Failure or Return Failure, You agree to resolve the dispute pursuant to the "Payment Disputes" provision in Section 5 below.

4. Fees For Services Provided

4A. Unless otherwise notified in writing by Ship District or as otherwise provided herein, You will receive payment per completed leg of Delivery in the amount listed in the payment schedule for the relevant type of delivery and/or relevant market as found in the [Fleet Help Center](#).¹ Ship District reserves the right, at its sole discretion, to change the payment schedules at any time for any reason, and Your continued use of the Ship District Platform shall constitute Your consent to any change. Nothing in this Agreement prevents the Parties from negotiating a different rate of pay. You are free to contact Ship District regarding the payment schedule, and are free to accept, reject, or ignore any Delivery Opportunities as a means to earn different rates of pay.

4B. Ship District agrees to transmit payment(s) for all completed leg(s) of Delivery to You via direct deposit no later than seven (7) days after You complete the related

Delivery unless the Parties negotiate and agree to a different arrangement. You are responsible for any applicable processing fees associated with such remittance, and You understand that You may incur and agree to pay transfer and/or transaction fees, as applicable, for such payments.

4C. Customers can pay You a gratuity in cash or via other payment method(s). Nothing in this Agreement shall prevent You from retaining 100% of any gratuity paid by a Customer. Ship District acknowledges it has no right to interfere with the amount of gratuity given to You by a Customer.

1 This excludes Partner Delivery Staff, who are paid directly by their respective merchant.

5. Payment Disputes

5A. In the event of a Service Failure or Return Failure, You agree that You may forfeit all or a portion of the payment as described in Section 4 above (depending on the extent to which the Service Failure results from Your act or omission). Any reduction of payment shall be based upon proof provided by the Customer, Merchant, You, and/or any other party with information relevant to the dispute. Ship District shall make the initial determination as to what percentage of fault You bear, and You shall have the right to challenge Ship District' determination as described in the provisions set forth in Sections 10 and 11, below.

5B. In the event Ship District fails to remit payment in a timely or accurate manner, You shall have the right to seek proper payment by any legal means contemplated by this Agreement, provided, however, You first inform Ship District in writing of the failure and provide Ship District a reasonable opportunity to cure.

6. Reporting Your Income

6A. If You earn the minimum income established by the Internal Revenue Service, Ship District shall report all payments made to You on a calendar year basis by issuing an IRS Form 1099.

6B. You agree that Ship District may fulfill any tax-related obligations, including but not limited to providing 1099 Forms, through any means, including by electronic transmission to the email address associated with Your Ship District account as provided by You. Further, You agree to report all such payments to the appropriate federal, state, and local taxing authorities.

7. Insurance

7A. At Your own expense, You shall, during the Term of this Agreement, maintain up-to-date insurance of the types and in amounts equal to or greater than the minimum requirements as required by law in the jurisdiction in which You provide services as contemplated by this Agreement. This includes, but is not limited to, vehicle insurance that is equal to or greater than the minimum vehicle insurance coverage amounts and types required by state or local law, workers' compensation insurance, and/or occupational accident insurance.

7B. Ship District may offer You the opportunity to participate in certain group insurance plans made available to you by Ship District and/or third-party providers.

7C. You agree to deliver to Ship District, upon request, up-to-date certificates of insurance as proof of coverage. You agree to make available updated certificates each time You purchase, renew, or alter Your insurance coverage. You also agree to give

Ship District at least thirty (30) days' prior written notice before cancellation of any insurance policy required by this Agreement.

8. Confidentiality

8A. You acknowledge and agree that in the performance of this Agreement You may have direct or indirect access or exposure to Ship District' confidential information ("Confidential Information"). Confidential Information includes Ship District' data, provider IDs, user information, Customer information, package information, and the transaction volume, marketing and business plans, business, financial, technical, operational and such other nonpublic information (whether disclosed in writing or verbally) that Ship District designates as being proprietary or confidential or that You should reasonably know to treat as confidential.

8B. You acknowledge and agree that: (a) all Confidential Information shall remain the exclusive property of Ship District; (b) You shall not use Confidential Information for any purpose except to complete a Delivery; (c) You shall not disclose Confidential Information to any third-party; and (d) You shall not keep Confidential Information and shall return or destroy (with confirmation of destruction) all Confidential Information upon the termination of this Agreement or at Ship District' request.

8C. Notwithstanding the foregoing, Confidential Information shall not include any information to the extent it: (a) is or becomes part of the public domain through no action or omission by You; (b) was possessed by You prior to the date of this Agreement without an obligation of confidentiality; or (c) is disclosed to You by a third party having no obligation of confidentiality with respect thereto.

8D. If You become legally compelled to disclose any Confidential Information, other than pursuant to a confidentiality agreement, You will provide Ship District prompt written notice of such disclosure and will cooperate with Ship District should Ship District seek a protective order or another appropriate remedy. If Ship District waives Your compliance with this obligation or fails to obtain a protective order or other appropriate remedy, You will furnish only that portion of the Confidential Information that is legally required to be disclosed; provided that any Confidential Information so disclosed shall maintain its confidentiality protection for all purposes other than such legally compelled disclosure.

9. Indemnity

9A. You agree to indemnify, protect, and hold harmless Ship District, including all 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 (collectively "Indemnitees"), from: (i) any and all claims, demands, damages, lawsuits, losses, liabilities, and causes of action arising directly or indirectly from, as a result of or in connection with, the actions of You and/or any Subcontractor under this Agreement, including but not limited to, personal injury to or death of any person (including You and/or any Subcontractor); (ii) any liability arising from Your failure to comply with the terms of this Agreement; (iii) any and all tax liabilities and responsibilities for payment of all federal, state, and/or 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/or local laws, that are owed by You with respect to Your and/or any Subcontractors using the Ship District Platform to complete Deliveries; and (iv) all costs associated with Your business,

including, but not limited to, the expense and responsibility for any and all applicable insurance, local, state, and/or federal licenses, permits, taxes, and assessments of any and all regulatory agencies, boards or municipalities.

9B. You agree that Your obligations in this Section 9 shall include the cost of defense, including attorneys' fees, as well as the payment of any final judgment rendered against or settlement agreed upon by Ship District or any of the Indemnitees.

10. Termination of Prior Agreements

10A. Prior Agreement. This Section 10 only applies if You were a Party to an earlier version of a Fleet Agreement (a "Prior Agreement") with Ship District prior to Your acceptance of this Agreement. Except as provided in Sections 10B and 11 below, Ship District and You hereby terminate Your Prior Agreement, effective as of your acceptance of this Agreement. The Parties, respectively, hereby waive any applicable notice requirements with respect to their termination of the Prior Agreement.

10B. External Documents Referenced and Incorporated into Prior Agreement.

Notwithstanding the termination of your Prior Agreement, You hereby (a) ratify, assume, and confirm Your obligations under any external documents referenced and incorporated into the Prior Agreement and/or any information referenced via hyperlink in the Prior Agreement that are required or applicable to Your provision of Services ("Continuing Documents") and (b) acknowledge and agree that as of Your acceptance of this Agreement such Continuing Documents are incorporated by reference and form a part of this Agreement. Ship District hereby ratifies, assumes, and confirms its obligations under such Continuing Documents.

11. Mutual Arbitration Provision

11A. Arbitration of Disputes. The Parties mutually agree to resolve any and all disputes between them exclusively through final, binding, and individual arbitration instead of filing a lawsuit in court (except as otherwise provided below). However, this Mutual Arbitration Provision does not cover disputes that, as a matter of law, may not be subject to pre-dispute arbitration agreements.

1. Ship District and You expressly agree that this Mutual Arbitration Provision is a licensing agreement governed exclusively by the Federal Arbitration Act (9 U.S.C. §§ 1-16) ("FAA"), and evidences a transaction involving commerce, and You agree that this is not a contract of employment involving any class of workers engaged in foreign or interstate commerce within the meaning of Section 1 of the FAA. Ship District and You expressly agree that the FAA shall exclusively govern the interpretation and enforcement of this Mutual Arbitration Provision, and that the FAA shall apply to any and all disputes between the Parties, including but not limited to those arising out of or relating to this Agreement, Your classification as an independent contractor, Your provision of services under this Agreement, the fees received by You for performing Deliveries, the termination of this Agreement, the suspension or deactivation of Your Ship District account, and all other aspects of Your relationship with Ship District, past or present, whether arising under federal, state, or local law, including without limitation harassment, discrimination, and/or retaliation claims and claims arising under or related to the Civil Rights Act of 1964 (or its state or local equivalents),

Americans with Disabilities Act (or its state or local equivalents), Age Discrimination in Employment Act (or its state or local equivalents), Family Medical Leave Act (or its state or local equivalents), Fair Labor Standards Act (or its state or local equivalents), state and local wage and hour laws, state and local statutes or regulations addressing the same or similar subject matters, and all other federal, state, and/or local claims arising out of or relating to Your relationship or termination of that relationship with Ship District. The Parties expressly agree that this Agreement shall be governed by the FAA even in the event You and/or Ship District are otherwise exempted from the FAA. Any disputes in this regard shall be resolved exclusively by an arbitrator. In the event, but only in the event, the arbitrator determines the FAA does not apply, the state law governing arbitration agreements in the state in which You perform Services shall apply.

2. Only an arbitrator, and not any federal, state, or local court or agency, shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this Mutual Arbitration Provision, including without limitation any dispute concerning arbitrability. However, the preceding clause shall not apply to any dispute relating to or arising out of the Class Action Waiver and/or Representative Action Waiver—including, but not limited to, any claim that all or part of the Class Action Waiver and/or Representative Action Waiver is unenforceable, unconscionable, illegal, void, or voidable, or that a breach of either such Waiver has occurred—which must proceed in a court of competent jurisdiction and cannot be heard or arbitrated by an arbitrator. Moreover, all disputes relating to or arising out of the payment of arbitration fees shall be decided only by a court of competent jurisdiction and not by an arbitrator. In addition, all disputes relating to whether either party has satisfied the condition precedent of engaging in the pre-arbitration informal telephonic dispute resolution conference discussed in Section 11B(i), below, shall be decided only by a court of competent jurisdiction and not by an arbitrator. The Parties agree that any and all due dates for arbitration fees shall be tolled while the Parties resolve a dispute relating to or arising out of the Class Action Waiver, Representative Action Waiver, and/or the payment of arbitration fees.

11B. BY AGREEING TO ARBITRATE DISPUTES BETWEEN THEM AS DESCRIBED HEREIN THE PARTIES TO THIS AGREEMENT AGREE THAT ALL SUCH DISPUTES WILL BE RESOLVED THROUGH BINDING ARBITRATION BEFORE AN ARBITRATOR AND NOT BY WAY OF A COURT OR JURY TRIAL.

1. Before commencing individual arbitration, the Parties must engage in a good-faith effort to resolve any claim covered by this Mutual Arbitration Provision through an informal telephonic dispute resolution conference between You and Ship District. The informal telephonic dispute resolution conferences shall be individualized such that a separate conference must be held each time either Party intends to commence individual arbitration; multiple couriers initiating claims cannot participate in the

same informal telephonic dispute resolution conference. If either Party is represented by counsel, that Party's counsel may participate in the informal telephonic dispute resolution conference, but the Party also must appear at and participate in the conference. The Party initiating the claim must give notice to the other Party in writing of its, his, or her intent to initiate an informal telephonic dispute resolution conference, which shall occur between thirty (30) and forty-five (45) days of the other Party receiving such notice, unless an extension is mutually agreed upon by the Parties. In the interval between the party receiving such notice and the informal telephonic dispute resolution conference ("Negotiation Period"), nothing in either this Mutual Arbitration Provision specifically or this Agreement generally shall prohibit the Parties from engaging in informal communications to resolve the initiating Party's claims. Engaging in an informal telephonic dispute resolution conference is a condition precedent that must be fulfilled before commencing individual arbitration. The statute of limitations and any filing fee deadlines shall be tolled while the Parties engage in the informal dispute resolution process required by this paragraph.

2. Only after the Parties have engaged in a good-faith effort to resolve the dispute through an informal telephonic dispute resolution conference, and only if those efforts fail, either You or Ship District may initiate arbitration by notifying the other Party in writing via certified mail, return receipt requested, or hand delivery within the applicable statute of limitations period. This demand for arbitration must include (1) the name, telephone number, mailing address, and e-mail address of the Party seeking arbitration (if You are seeking arbitration, the e-mail address provided must be the e-mail address associated with Your Ship District account); (2) a statement of the legal claims being asserted and the factual bases of those claims; and (3) a description of the remedy sought and an accurate, good-faith calculation of the amount-in-controversy, enumerated in United States Dollars (any request for injunctive relief or attorneys' fees shall not count toward the calculation of the amount in controversy unless such injunctive relief seeks the payment of money); (4) the original personal signature of the Party seeking arbitration (a digital, electronic, copied, or facsimile signature is not sufficient); and (5) the Party's portion of the applicable filing fee. If the Party seeking arbitration is represented by counsel, counsel must also provide an original personal signature on the demand for arbitration (a digital, electronic, copied, or facsimile signature is not sufficient). By signing the demand for arbitration, counsel certifies to the best of counsel's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, that (1) the demand for arbitration is not being presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of dispute resolution; (2) the claims and other legal contentions are warranted by existing law or by a nonfrivolous argument for extending, modifying, or reversing

existing law or for establishing new law; and (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery. Any demand for arbitration by You must be delivered to Ship District Attn: Legal Department, 201 3rd Street, Suite 200, San Francisco, California, 94103.

3. **CLASS ACTION WAIVER—PLEASE READ.** Ship District and You mutually agree that any and all disputes or claims between the Parties will be resolved in individual arbitration. The Parties further agree that by entering into this Agreement, they waive the right to have any dispute or claim brought, heard, administered, resolved, or arbitrated as a class, collective, or mass action, and an arbitrator shall not have any authority to hear or arbitrate any class, collective, and/or mass action, or to award relief to anyone but the individual in arbitration (“Class Action Waiver”). Ship District and You agree that the definition of a “class, collective, and/or mass action” includes, but is not limited to, instances in which You are represented by a law firm or collection of law firms that has filed more than 25 arbitration demands of a substantially similar nature against Ship District within 180 days of the arbitration demand filed on Your behalf, and the law firm or collective of law firms seeks to simultaneously or collectively administer and/or arbitrate all the arbitration demands together. If more than 25 arbitration demands of a substantially similar nature are filed against Ship District by the same law firm or collection of law firms within 180 days of one another, each arbitration demand must be filed, administered, arbitrated, and resolved in an individual manner. This Class Action Waiver does not prevent You or Ship District from participating in a classwide settlement of claims.
4. **REPRESENTATIVE ACTION WAIVER—PLEASE READ.** Ship District and You mutually agree that any and all disputes or claims between the Parties will be resolved in individual arbitration. The Parties further agree that by entering into this Agreement, they waive their right to have any dispute or claim brought, heard, administered, resolved, or arbitrated as a representative action, or to participate in any representative action, including but not limited to, claims brought under any state’s Private Attorneys General Act (“PAGA”), and an arbitrator shall not have any authority to arbitrate a representative action, or to award relief to anyone but the individual in arbitration (“Representative Action Waiver”). This Representative Action Waiver does not prevent You or Ship District from participating in a classwide settlement of claims. Disputes regarding the nature of Your relationship with Ship District (including, but not limited to, any claim that You are an employee of Ship District), as well as any claim that You bring on Your own behalf as an aggrieved worker for recovery of underpaid wages or other individualized relief (as opposed to a representative claim for civil penalties) are arbitrable and must be brought in arbitration on an individual basis only as required by this Mutual Arbitration Provision. You agree that any representative claim that

is permitted to proceed in a civil court of competent jurisdiction must be stayed pending arbitration of Your dispute regarding the nature of Your relationship with Ship District and any claim You bring on Your own behalf for individualized relief.

5. You agree and acknowledge that entering into this Mutual Arbitration Provision does not change Your status as an independent contractor in fact and in law. You further agree that when performing services pursuant to the terms of this Agreement, You are not doing so as an employee of Ship District, a Merchant, or a Customer. You further agree that any disputes in this regard shall be determined exclusively by an arbitrator.
6. The Arbitrator shall be an attorney with experience in the law underlying the dispute, but in no event shall any arbitration be administered by the American Arbitration Association ("AAA"). The Parties shall be required to meet and confer to select a neutral arbitrator or arbitration provider. If the Parties are unable to mutually agree upon an arbitrator or arbitration provider, then either Party may invoke 9 U.S.C. § 5 to request that a court of competent jurisdiction appoint an arbitration provider other than AAA. As set forth in Section 11(B)(iii)-(iv), any arbitration provider appointed by a court under 9 U.S.C. § 5 shall conduct arbitration solely on an individualized basis. Once the Parties mutually agree upon a neutral arbitrator, or an arbitrator provider is appointed under 9 U.S.C. § 5, the ensuing arbitration shall commence pursuant to the rules of the designated arbitration provider, except that: (1) Unless applicable law provides otherwise, as determined by the arbitrator, Ship District and You shall equally share filing fees and other similar and usual administrative costs, as are common to both court and administrative proceedings, such as court reporter costs and transcript fees. Ship District shall pay any costs that are uniquely associated with arbitration, such as payment of the arbitrator and room rental; (2) If a Party timely serves an offer of judgment under Federal Rule of Civil Procedure 68, or any other state-law equivalent, and the judgment that the other Party finally obtains is not more favorable than the unaccepted offer, then the other Party shall pay the costs, including filing fees, incurred after the offer was made; (3) Both Parties agree not to oppose or interfere with any negotiations or agreements between the other Party and the arbitration administrator, or individual arbitrator, relating to a Party's portion of the fees. The arbitrator, however, may disallow any private agreement between an administrator, on the one hand, and the negotiating party, on the other hand, if the arbitrator believes that the private agreement undermines his or her neutrality as arbitrator; (4) The arbitrator may issue orders (including subpoenas to third-parties) allowing the Parties to conduct discovery sufficient to allow each Party to prepare that Party's claims and/or defenses, taking into consideration that arbitration is designed to be a speedy and efficient method for resolving disputes; (5) Except as provided in the Class Action Waiver and Representative Action Waiver,

the arbitrator may award all remedies to which a Party is entitled under applicable law and which would otherwise be available in a court of law, including but not limited to the imposition of sanctions under the Federal Rules of Civil Procedure, but shall not be empowered to award any remedies that would not have been available in a court of law for the claims presented in arbitration. The arbitrator shall apply the state or federal substantive law, or both, as is applicable; (6) The arbitrator may hear motions to dismiss and/or motions for summary judgment. An arbitrator may not permit the filing of a motion for summary judgment until after the Parties have conducted discovery to support their claims and defenses. Any motion to dismiss and/or motion for summary judgment shall otherwise be governed by the standards of the Federal Rules of Civil Procedure governing such motions; (7) The arbitrator's decision or award shall be in writing with findings of fact and conclusions of law; (8) Any finding that a claim or counterclaim was filed for purposes of harassment or is frivolous shall entitle the other Party to recover its, his, or her attorneys' fees, costs, and expenses; (9) Either Ship District or You may apply to a court of competent jurisdiction for temporary or preliminary injunctive relief on the ground that without such relief the arbitration provided in this Section 11 may be rendered ineffectual; and (10) The arbitrator may consider, but under no circumstances is the arbitrator bound by, decisions reached in separate arbitrations. If at any time the arbitrator or arbitration administrator fails to enforce the terms of this Mutual Arbitration Provision, either Party may seek to enjoin the arbitration proceeding in a court of competent jurisdiction, and the arbitration shall automatically be stayed pending the outcome of that proceeding.

7. 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 Mutual Arbitration Provision prevents the investigation by a government agency of any report, claim or charge otherwise covered by this Mutual Arbitration Provision. This Mutual Arbitration Provision also does not prevent federal administrative agencies from adjudicating claims and awarding remedies based on the claims addressed in this Section 11, even if the claims would otherwise be covered by this Mutual Arbitration Provision. Nothing in this Mutual Arbitration Provision prevents or excuses a Party from satisfying any conditions precedent and/or exhausting administrative remedies under applicable law or as required under this Agreement before bringing a claim in arbitration. Ship District will not retaliate against You for filing a claim with an administrative agency or for exercising rights (individually or in concert with others) under Section 7 of the National Labor Relations Act.

8. Right to Opt Out of Arbitration. Arbitration is not a mandatory condition of Your contractual relationship with Ship District, and therefore You may opt out of this Mutual Arbitration Provision. In order to opt out, You must notify Ship District of Your intention to opt out by submitting to Ship District, via USPS Priority Mail or hand delivery to Attn: Legal Department, 201 3rd Street, Suite 200, San Francisco, California, 94103, a written notice stating that you are opting out of this Mutual Arbitration Provision. This written notice must be signed by You, and not any attorney, agent, or other representative of Yours. In order to be effective, Your opt-out notice must be postmarked or received by Ship District within thirty (30) days of Your acceptance of this Agreement. If You opt out as provided in this subparagraph, You will not be subject to any adverse action as a consequence of that decision and may pursue available legal remedies without regard to this Mutual Arbitration Provision. If You do not opt out within thirty (30) days of Your execution of this Agreement, Your failure to do so shall constitute mutual acceptance of the terms of this Mutual Arbitration Provision by Ship District and You.
9. If You opt out of this Mutual Arbitration Provision and at the time of Your receipt of this Agreement You were bound by an existing agreement to arbitrate disputes arising out of or relating to Your use of the Platform, then that existing arbitration agreement shall remain in full force and effect, and either Party may apply to a court under 9 U.S.C. § 5 for an order appointing an arbitrator or arbitration provider to resolve in individual arbitration the Parties' disputes arising out of or relating to such existing agreement to arbitrate.
10. You may only opt out on behalf of Yourself. A written notice submitted to Ship District indicating Your intention to opt out may apply, at most, to You. You (and Your agent or representative) may not effectuate an opt out on behalf of other couriers.
11. Your decision to opt out of this Mutual Arbitration Provision will relieve You only of Your obligation to arbitrate the disputes specified in this Mutual Arbitration Provision, and does not relieve You of any obligation to arbitrate disputes not specified in this Mutual Arbitration Provision that might arise under any Ship District Terms of Service to which You may be bound as a customer. Similarly, Your decision to opt out of another arbitration provision contained in any other agreement shall not relieve You of Your obligation to arbitrate disputes pursuant to this Mutual Arbitration Provision.
12. Impact on Pending Litigation. This Mutual Arbitration Provision shall not affect your standing with respect to any litigation between Ship District and You that is pending in a state or federal court or arbitration as of the date of Your receipt of this Mutual Arbitration Provision ("Pending Litigation"). This subsection shall not apply to any litigation between Ship District and You that is filed in a state or federal court or arbitration at any

point after Your receipt of this Mutual Arbitration Provision; such actions shall be subject to mutual arbitration. Thus:

13. If You are or previously were authorized to use the Platform, and at the time of Your receipt of this Mutual Arbitration Provision you were not bound by an existent arbitration agreement, You shall remain eligible to participate in any Pending Litigation to which you were a party or participant regardless of whether You opt out of this Mutual Arbitration Provision.
 14. If, at the time of Your receipt of this Mutual Arbitration Provision, You were bound by an existing arbitration agreement with Ship District, that arbitration agreement shall continue to apply to any Pending Litigation, even if You opt out of this Mutual Arbitration Provision.
 15. If, at the time of Your receipt of this Mutual Arbitration Provision, You were not previously a courier authorized to use the Platform, then this Mutual Arbitration shall apply to all covered disputes and any Pending Litigation unless you timely opt out of this Mutual Arbitration Provision.
 16. Right To Consult With An Attorney: You have the right to consult with private counsel of Your choice, at Your own expense, with respect to any aspect of, or any claim that may be subject to this Mutual Arbitration Provision.
1. In the event any portion of this Mutual Arbitration Provision is deemed unenforceable, it shall be severed from the Agreement such that the remainder of this Mutual Arbitration Provision shall be enforceable to the fullest extent permitted by law. In any case in which (1) the dispute is filed as a class, collective, mass, or representative action, and (2) there is a final judicial determination that all or part of the Class Action Waiver and/or Representative Action Waiver is invalid or unenforceable, the class, collective, mass, or representative action to that extent must be litigated in a civil court of competent jurisdiction, but the portion of the Class Action Waiver and Representative Action Waiver that is valid and enforceable shall be enforced in arbitration.

12. Term and Termination of Agreement

12A. This Agreement shall remain in full force and effect for one (1) year (the "Term") from the date it is accepted by You and may not be terminated early without penalty except in the following limited circumstances:

1. Upon the mutual written consent of the Parties hereto (with electronic communication satisfying this requirement) with the mutually agreed-upon termination date stated in the written notice.
2. By Ship District, upon thirty (30) days' written notice to You, if You have not performed a delivery for a period of at least four (4) months (with electronic communication satisfying this requirement), with the date of transmission commencing the thirty (30) day period.
3. By Ship District, in the event of an anticipated change in control or cessation of its operations in Your market, upon thirty (30) days'

written notice to You (with electronic communication satisfying this requirement), with the date of transmission commencing the thirty (30) day period.

4. If one Party has materially breached the Agreement, immediately upon written notice to the breaching Party (with electronic communication satisfying this requirement), with such notice specifying the breach relied upon. In the case of a material breach by You, and upon written notice, Ship District may deactivate Your Ship District account.

12B. The following acts and/or occurrences shall constitute a material breach of this Agreement:

1. Failure by Ship District to remit to You all fees for a completed Delivery within twenty-one (21) days of the completed Delivery.
2. Failure by You to maintain current insurance coverage in the amounts and types specified herein or as required by law.
3. Failure by You to complete a Delivery without waiver of the obligation as communicated by Ship District.
4. Failure by You to maintain all licenses (including business licenses), permits, authorities, registrations and/or other prerequisites to operate that are required by law and/or this Agreement.
5. Any act by a Party that causes the other Party to violate its obligations under any applicable state, federal or local law.
6. Documented complaint by a Customer, employee of Ship District, employee of a Merchant. and/or third-party that You have engaged in conduct that a reasonable person would find physically threatening, highly offensive or harassing.
7. Failure by You to reasonably cooperate with Ship District in the investigation of or response to any claim (insurance, civil, or otherwise) arising out of or related to Your and/or Subcontractor's alleged or actual acts or omissions while using Ship District.
8. Documented abuse or manipulation of promotions or referral programs offered by Ship District.
9. Using, or attempting to use, more than one Ship District account at a time; or using, or attempting to use, more than one Ship District account to obtain multiple opportunities to opt out of this Agreement's Section 11, above.
10. Failure by You to provide delivery in a manner consistent with Ship District' effective operation of the Ship District Platform.

12C. Early termination of this Agreement by Ship District without proper notice (as established in subsection A above) shall result in liquidated damages of \$100.00 for each day that notice is not properly provided to You, up to a maximum amount of \$500.00. The Parties acknowledge that liquidated damages are appropriate because actual damages are not reasonably ascertainable.

12D. Other than for illegal or destructive acts, in the event You dispute that You materially breached this Agreement, You may challenge Ship District' decision using the dispute resolution process described in Section 11, above. In all such instances, the

Parties will be responsible for their own attorneys' fees and costs, subject to any remedy to which they may be entitled under applicable law and which would otherwise be available in a court of law, but Ship District shall bear the arbitrator's and arbitration fees and costs. Notwithstanding the foregoing, as set forth below, You are not precluded from asserting that applicable law requires Ship District to bear the arbitrator's and arbitration fees and costs, even for illegal or destructive acts. In the event there is a dispute in this regard, the arbitrator must determine the appropriate apportionment of fees at the earliest practicable time following commencement of the arbitration.

12E. If not terminated, the Agreement shall be automatically renewed for successive one-year terms, unless terminated by either Party as described in Sections 11A and 11B.

12F. The Parties' obligations and rights arising under Section 5, 6, 8, 9, 10, 11, 12, 13, and 14 of this Agreement shall survive termination of this Agreement and deactivation of Your Ship District account.

13. Entire Agreement, Transferability, And Waiver

13A. Unless otherwise stated in this Agreement, this Agreement shall constitute the entire agreement and understanding between the Parties with respect to the subject matter of this Agreement and shall not be modified, altered, changed, or amended in any respect, unless in writing and executed by both Parties. This Agreement supersedes any prior contract between the Parties. This Agreement may not be assigned by either Party without written consent of the other, and shall be binding upon the Parties hereto, including their heirs and successors, provided, however, that Ship District may assign its rights and obligations under this Agreement to an affiliate of Ship District or any successor(s) to its business and/or purchaser of all or substantially all of its stock or assets. References in this Agreement to Ship District shall be deemed to include such successor(s).

13B. The failure of a Party in any instance to insist upon a strict performance of the terms of this Agreement or to exercise any option herein, shall not be construed as a waiver or relinquishment of such term or option and such term or option shall continue in full force and effect.

14. Miscellaneous

14A. Severability. Except as otherwise provided in this Agreement, if any part of this Agreement is declared unlawful or unenforceable, the remainder of this Agreement shall remain in full force and effect.

14B. Captions. Captions appearing in this Agreement are for convenience only and do not in any way limit, amplify, modify, or otherwise affect the terms and provisions of this Agreement.

14C. Savings Clause. If any part of this Agreement is declared unlawful or unenforceable, the remainder of this Agreement shall remain in full force and effect.

14D. Force Majeure. The performance of the obligations of this Agreement on the part of either Party shall be excused by reasons of closing of public highways, changes in operations, strikes or work stoppages, weather conditions that make operations unsafe or impractical, Acts of God, or the temporary or permanent cessation of business by either Party.

14E. Conflict of Terms Clause. In case of any inconsistency or conflict between the terms and conditions of this Fleet Agreement and those of the Privacy Policy or Terms of Service, the terms of this Fleet Agreement shall govern and control.

14F. Stripe Connected Account Terms of Service. You represent and warrant that You have reviewed, understand, and agree to the [Stripe Connected Account Agreement](#), which is expressly incorporated herein by reference.

By entering into this Agreement, You expressly acknowledge and agree that You read and fully understand the provisions of this Agreement, You have had sufficient time and opportunity to consult with legal and tax advisors before executing this Agreement, You are legally competent to enter into this Agreement, and You agree to be bound by this Agreement.