

Terms & Conditions of Use

This website and its related applications, tools and services (collectively, the “Website”) are operated by BrillDog, Inc. (along with its subsidiaries, “BrillDog”) and these terms and conditions apply to all websites, applications, tools and services owned, operated, controlled and otherwise made available by BrillDog (including, but not limited to, mirrored, co-branded and successor sites).

IMPORTANT – READ THESE TERMS AND CONDITIONS OF USE (ALONG WITH ALL TERMS REFERENCED HEREIN, THE “TERMS”) CAREFULLY BEFORE ACCESSING OR USING THIS WEBSITE, SUBSCRIBING TO OR PURCHASING BRILLDOG SERVICES AND PRODUCTS, AND THE RELATED INTELLECTUAL PROPERTY RIGHTS EMBODIED THEREIN (COLLECTIVELY, THE “BRILLDOG PLATFORM”).

BRILLDOG IS WILLING TO PROVIDE YOU WITH ACCESS TO THE BRILLDOG PLATFORM ONLY UPON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS AND CONDITIONS SET FORTH HEREIN, ON ANY REGISTRATION OR ORDER FORM RECEIVED BY YOU FROM BRILLDOG IN CONNECTION WITH THE BRILLDOG PLATFORM AND ON ANY DOCUMENTS REFERENCED HEREIN OR ANY ADDITIONAL TERMS AND CONDITIONS THAT CAN BE VIEWED EITHER ON THE PAGES CONTAINING ANY SERVICES OR OFFERINGS, OR VIA A LINK ON THOSE PAGES OR OTHER DIRECTIONS TO THE ADDITIONAL TERMS AND CONDITIONS AVAILABLE ON THE BRILLDOG PLATFORM. IF YOU DO NOT AGREE TO THESE TERMS, PROMPTLY CEASE USING THE BRILLDOG PLATFORM.

BRILLDOG DOES NOT PROVIDE FREIGHT BROKERAGE NOR CARRIER SERVICES. ALL BROKERAGE SERVICES ARE PERFORMED BY NEXTERUS, INC. (“NEXTERUS”). FOR MORE INFORMATION ABOUT NEXTERUS, PLEASE VISIT [HTTPS://WWW.NEXTERUS.COM/](https://www.nexterus.com/) AND/OR CONTACT NEXTERUS DIRECTLY. FOR MORE INFORMATION ABOUT THE CARRIERS, PLEASE CONTACT THE SPECIFIC CARRIERS PROVIDING THE CARRIER SERVICES.

CARRIERS PERFORMING THE TRANSPORTATION ARE CONTRACTED THROUGH BRILLDOG’S RELATED PARTY, NEXTERUS, A LICENSED FMCSA PROPERTY BROKER (MC130678). BRILLDOG IS NOT A LICENSED MOTOR CARRIER OR PROPERTY BROKER. NEITHER BRILLDOG NOR NEXTERUS ARE LIABLE FOR LOST, DAMAGED, OR DELAYED SHIPMENTS OR ANY SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND. ALL CLAIMS ARE TO BE FILED DIRECTLY WITH THE MOTOR CARRIER PERFORMING THE TRANSPORTATION SERVICES. FREIGHT CHARGES FROM CARRIERS CONTRACTED BY NEXTERUS WILL BE INVOICED THROUGH BRILLPAY (AS DESCRIBED HEREIN) BY NEXTERUS AND PROCESSED USING YOUR CHOSEN PAYMENT METHOD AT SETUP.

These Terms represent a legally binding agreement among you, your representatives, and BrillDog. Please be advised that these Terms contain provisions that govern the handling of lawsuits (see “Warranty Disclaimer”, “Limitation of Liability”, “Arbitration” and “Jurisdiction” provisions below (among others)). It also contains a waiver of jury trial and an agreement to arbitrate which will, with limited exception, require you to submit claims you have against BrillDog or BrillDog’s agents to binding and final arbitration.

Authority

By accessing, subscribing, downloading and/or otherwise using the BrillDog Platform, you (a) certify that you are at least 18 years of age, and that, if you are acting on the behalf of any person or entity, you are authorized to act on behalf of such individual or entity, (b) have read these Terms and have agreed to be legally bound by these Terms, and (c) agree to all operating rules and policies of BrillDog that may be publish from time to time.

If you are acting on behalf of a business entity, the principals of the entity hereby join in the entering into and execution of these Terms for the purpose of guaranteeing the performance by you of each and every one of the obligations under these Terms, including, without limitation, the payment of any fee due to BrillDog.

Intellectual Property

The BrillDog Platform is owned and operated by BrillDog and its licensors and is protected by copyright and other intellectual property laws under United States and international laws and treaties - Copyright 2023 BrillDog, Inc. All rights reserved. The compilation and arrangement of all content, data and other information found within the BrillDog Platform is also the sole and exclusive property of BrillDog and its licensors and is protected by U.S. and international intellectual property laws. The “look and feel” of the BrillDog Platform, meaning, the structure, sequence and layout of the audiovisual components of such technology as perceived by you, including, but not limited to, the color combinations, button shapes, and all other graphical and navigational elements, are also proprietary to BrillDog and its licensors and are fully protected under U.S. and international intellectual property laws.

Use of the BrillDog Platform

Subject to these Terms and any third party restrictions, BrillDog grants you a non-transferable, non-exclusive and non-sublicensable limited right and license to view, use and access the BrillDog Platform to (a) incidentally view, print and download the images, text, graphics, photographs, audio, video and other content available within the BrillDog Platform solely for your informational purposes and for your immediate, private, personal and non-commercial use, and (b) make purchases of goods and services available on or through the BrillDog Platform; provided that you retain all BrillDog copyright and proprietary notices contained in the original materials or any copies thereof.

All rights not expressly stated herein are reserved by BrillDog and BrillDog disclaims any and all implied licenses. Without limiting the foregoing, you agree not to: (i) reverse engineer, decompile,

reverse compile, translate, adapt, or disassemble or otherwise access the BrillDog Platform, or any part thereof; (ii) copy, distribute, display, transmit or reproduce the BrillDog Platform, or any part thereof, in any form; (iii) publish, display, disclose, sell, rent, lease, modify, store, loan, distribute, publicly display or perform, co-brand, frame, permit third parties to link to, or create compilations or derivative works of the BrillDog Platform, or any part thereof; (iv) assign, sublicense, convey, transfer, pledge as security or otherwise encumber the rights and licenses granted hereunder; (v) use the BrillDog Platform in any fashion that may infringe any patent, copyright, trademark, trade secret or any other intellectual property or proprietary right of BrillDog, its third-party suppliers or any other third party; (vi) upload, post, email, transmit or otherwise make available any material that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; (vii) use the BrillDog Platform to harm minors in any way; (viii) impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity using the BrillDog Platform; (ix) forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the BrillDog Platform; (x) upload, post, email, transmit or otherwise make available any materials that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements); (xi) upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation; (xii) upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (xiii) interfere with or disrupt the BrillDog Platform or servers or networks connected to the BrillDog Platform, or disobey any requirements, procedures, policies or regulations of networks connected to the BrillDog Platform; (xiv) "stalk" or otherwise harass another; (xv) collect or store personal data about other users and the BrillDog Platform content and or usage, including, without limitation, through the use manual or automated software, devices, scripts robots, other means or processes to access, "scrape," "crawl" or "spider" the BrillDog Platform or any related data or information; nor (xvi) engage in "framing," "mirroring," or otherwise simulating the appearance or function of the BrillDog Platform.

You agree not to access the BrillDog Platform by any means other than through the interface that is provided to you by BrillDog for use in accessing the BrillDog Platform.

By posting information or other materials on or within the BrillDog Platform or by making such information available for downloading by you, BrillDog does not waive any proprietary right in and to the BrillDog Platform (including, but not limited to, copyright, service mark, trademark, patent, trade secret or other intellectual property or proprietary right) and does not transfer any rights to you in the BrillDog Platform except for the limited license expressly granted herein.

Submissions

Subject to any separate agreement between BrillDog and you or your employer (including, but not limited to, any customer or services agreements or statements of work, collectively, "Customer

Agreement”) and/or BrillDog’s Privacy Policy (with respect to personal identifiable information), bill of lading information, shipping information, any and all registration information, descriptions, designs, questions, answers, comments, suggestions, ideas, graphics, videos, content, data, personally identifiable information and any other information that you transmit to BrillDog through the BrillDog Platform or email (each a “Submission”) may be used by BrillDog anywhere, anytime and for any reason whatsoever. You shall remain the sole and exclusive owner of your Submission, and you shall be solely responsible for your Submission and the consequences of posting or publishing it. By submitting your Submissions to BrillDog, you hereby grant BrillDog a worldwide, perpetual, non-exclusive, irrevocable, royalty-free, sublicensable (through multiple tiers) and transferable license (with a right to create derivative works) to use, copy, distribute, perform, publicly perform and display your Submissions for any legal purposes whatsoever whether now known or hereinafter becoming known unless otherwise subject to additional terms in a separate Customer Agreement.

Subject to any Customer Agreement, any Submission you provide to BrillDog will be deemed public information and not subject to any confidentiality obligation and BrillDog shall have no obligation to maintain its confidentiality except to the extent the Submission contains personal identifiable information, in which case, BrillDog’s Privacy Policy shall govern BrillDog’s disclosure of such information if not otherwise waived by you.

By making a Submission and subject to any Customer Agreement, you waive the right to make any claim against BrillDog or any of its respective parents, subsidiaries, affiliates, employees, agents, directors, officers, shareholders and successors and assignees related to the Submission, including, but not limited to, unfair competition, infringement, invasion of privacy, negligence, breach of implied contract or breach of confidentiality, and you further waive all moral rights you may have in any materials uploaded or sent to us by you.

You represent and warrant that your Submissions: (a) shall be true, accurate, current, complete and not misleading, (b) shall not violate the rights of any third party, including, but not limited to, intellectual property and proprietary rights, (c) shall not be fraudulent or involve counterfeit or stolen information or items, (d) shall not violate any law, statute, ordinance or regulation, and (e) shall not create any liability for BrillDog. You also agree to maintain and promptly update your Submissions by means of the BrillDog Platform in order to keep that information true, accurate, current and complete.

Submission Disclaimer

BrillDog does not and cannot review all Submissions posted to or created by users accessing the BrillDog Platform and is not in any manner responsible for the content, postings and/or communications or the activities of these users. You acknowledge that by providing you with the ability to view and distribute user-generated content through the BrillDog Platform, BrillDog is merely acting as a passive conduit for the distribution of such information and is not undertaking any obligation or liability relating to the content or the users’ activities. Even though BrillDog may monitor and review Submissions, BrillDog assumes no responsibility or liability which may arise from the content thereof, including, but not limited to, claims for defamation, libel, slander, infringement, invasion of privacy, obscenity, profanity or misrepresentation. Notwithstanding the

foregoing, BrillDog reserves the right to block or remove Submissions, communications, postings, or materials that it determines to be (a) abusive, defamatory, or obscene, (b) fraudulent, inaccurate, deceptive, or misleading; (c) in violation of a copyright, trademark, patent, trade secret or other intellectual property rights of another; (d) offensive or otherwise unacceptable to BrillDog as determined in its sole discretion; or (e) violates these Terms or any Customer Agreement as determined in BrillDog's sole discretion.

Limitations on Internet & BrillDog Platform

You acknowledge that BrillDog may establish limits concerning use of the BrillDog Platform, including, without limitation, the maximum number of days that Submissions will be retained by BrillDog on the BrillDog Platform, the maximum number of transactions, the maximum number and size of postings, e-mail messages, or other Submissions that may be transmitted or stored by the BrillDog Platform, and the frequency with which you may access the BrillDog Platform.

You agree that BrillDog has no responsibility or liability for the deletion or failure to store any Submissions maintained or transmitted by the Internet. You acknowledge that BrillDog reserves the right at any time to modify or discontinue the BrillDog Platform (or any part thereof) with or without notice, and that BrillDog shall not be liable to you or to any third party for any modification, suspension or discontinuance of the BrillDog Platform.

Electronic Delivery Policy and Your Consent

By using the BrillDog Platform, you consent to electronically receive from BrillDog all communications including notices, agreements, legally required disclosures or other information in connection with the BrillDog Platform (collectively, "Notices"). BrillDog shall provide such electronic Notices by posting them on this BrillDog Platform, through a messaging system and/or other similar notification application and/or service. If you desire to withdraw your consent to receive Notices electronically, you must discontinue your use of this BrillDog Platform.

Warranty Disclaimers

You access and use the BrillDog Platform at your own risk. Except as otherwise expressly provided herein, the BrillDog Platform is provided to you on an "as is" and "as available" basis. When using the BrillDog Platform, information will be transmitted over a medium that may be beyond the control and jurisdiction of BrillDog and its suppliers. Except as otherwise expressly provided herein, to the fullest extent permissible pursuant to applicable law, BrillDog disclaims all representations, guarantees and warranties (whether express, statutory or implied) of any kind, including, but not limited to, implied warranties of title, merchantability, data accuracy, system integration, fitness for a particular purpose, non-infringement and any other warranty arising under the uniform commercial code, usage of trade, course of conduct or otherwise. With respect to Third-Party Sites (as hereinafter defined), we make no representation and/or warranty on their behalf.

Without limiting the foregoing, BrillDog does not represent or warrant that (a) the BrillDog Platform will be uninterrupted, timely, secure or error-free, (b) the defects in the BrillDog Platform

will be corrected, (c) the BrillDog Platform or the servers that operate the BrillDog Platform are free of viruses or other harmful components, (d) the data, results and information within the BrillDog Platform will be correct, accurate, adequate, useful, reliable or otherwise; and (e) the BrillDog Platform will meet your needs, requirements or expectations.

The advice, reviews, and/or feedback provided on the BrillDog Platform are merely opinions and shall **not** be construed as professional advice nor as providing any other warranty or representation (all of which are expressly disclaimed) regarding the subject matter thereof and/or the BrillDog Platform.

BrillDog may make changes to the content within the BrillDog Platform or to your Submissions, products or services described in it, at any time without notice to you. Further, BrillDog assumes no liability or responsibility for any errors or omissions in the content within the BrillDog Platform. The materials in the BrillDog Platform may be out of date or inaccurate, and BrillDog specifically disclaims any duty to update such content.

Any material downloaded or otherwise obtained by you through the use of the BrillDog Platform is done at your sole discretion and risk. You will be solely responsible for any damage to your computer system or loss of data that results from the downloading of any such material including, but not limited to, damage caused by viruses.

You acknowledge and agree that BrillDog shall not be responsible or liable for (i) any unauthorized access to or alteration of your Submissions; (ii) any Submission sent or received or not sent or received and (iii) any Submission stored on storage devices owned, operated or controlled by BrillDog and/or its suppliers. You acknowledge and agree that BrillDog shall not be responsible or liable for any Submissions or conduct of any third party, including, but not limited to, content sent using and/or included within the BrillDog Platform provided by any other user of this BrillDog Platform (including, but not limited to, a trading partner) or any third-party licensors or suppliers of BrillDog.

If any of the exclusions set forth in this section are determined by a court of competent jurisdiction to be unenforceable, then all such express, implied and statutory warranties shall be limited in duration for a period of thirty (30) days after the date on which you first access the BrillDog Platform, and no warranties shall apply after such period.

You further acknowledge that data entry and conversion is subject to human and machine errors, omissions, delays, and losses, including inadvertent loss or corruption of data or damage to media, that may give rise to loss or damage. You agree BrillDog will not be liable for any such errors, omissions, delays, or losses. You are responsible for adopting reasonable measures to limit the impact of such problems, including backing up data, and adopting procedures to ensure the accuracy of data you enter, examining and confirming results prior to use of data, and adopting procedures to identify and correct errors and omissions and reconstruct data. You are also responsible for complying with all local, state, and federal laws pertaining to the use and disclosure of any data.

Disruptive Behavior

Harassment in any manner or form on the BrillDog Platform, including via email, web blog (“blog”), comments, submissions, chat, or by use of obscene or abusive language, is strictly forbidden. Impersonation of others, including a BrillDog employee or representative, as well as other customers, trading partners, members or visitors on this BrillDog Platform is prohibited. You may not upload to, distribute, send or otherwise publish through or within the BrillDog Platform any content which is libelous, defamatory, obscene, disruptive, harassing, threatening, offensive, invasive of privacy or publicity rights, abusive, illegal, or otherwise objectionable, which may constitute or encourage a criminal offense, violate the rights of any party, or which may otherwise give rise to civil liability, violate any law or infringe on a third party's intellectual property right (including, but not limited to, spam, offensive sexual, racial or gender related material, or material that violates BrillDog’s then current policies). You may not upload commercial content on or within this BrillDog Platform or use the same to solicit others to join or become members of any other commercial online service or other organization.

You agree not to: (a) post, disseminate or transmit any worm, viruses or other harmful, disruptive or destructive files, code or programs via or through the BrillDog Platform; (b) use Internet Relay Chat (IRC) bots via this BrillDog Platform (*i.e.*, programs that utilize excessive resources by connecting to an IRC network and running 24 hours per day); (c) hinder the ability of others to use IRC; (d) disrupt the BrillDog Platform or the normal flow on this BrillDog Platform of dialogue or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges; (e) run any program on the BrillDog Platform that makes a service or resource available to others, including, but not limited to, port redirectors, proxy servers, chat servers or simulated multi-user environments; (f) interfere with, disrupt, or harm in any way the BrillDog Platform or the servers or networks used in connection with it; (g) run programs or specifically configure machines in such a way as to keep a connection active when not in use or otherwise bypass automatic disconnection for inactivity, unless a dedicated access account is provided; (h) use the BrillDog Platform in violation of the rules of any other website providers, websites, chat rooms or the like; (i) use the BrillDog Platform to access the accounts of others without permission; (j) attempt to penetrate security measures of BrillDog or another entity, or obtain or bypass others' passwords; and (k) engage in denial of service attacks (*i.e.*, actions designed to impair network access by flooding the BrillDog Platform with useless traffic).

Limitation of Liability

NEITHER BRILLDOG, ITS SUPPLIERS, OTHER THIRD PARTIES MENTIONED WITHIN THE BRILLDOG PLATFORM, NOR ANY PARTY INVOLVED IN CREATING, PRODUCING OR DELIVERING THE BRILLDOG PLATFORM, PRODUCTS AND SERVICES WILL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, DIRECT, INDIRECT, PUNITIVE DAMAGES, OR ANY OTHER LOSSES, COSTS, OR EXPENSES OF ANY KIND WHICH MAY ARISE, DIRECTLY, OR INDIRECTLY, FROM YOUR USE OF, ACCESS TO, OR INABILITY TO USE AND ACCESS THE BRILLDOG PLATFORM OR FROM YOUR PURCHASE OF PRODUCTS AND/OR SERVICES PURCHASED THROUGH THIS BRILLDOG PLATFORM, INCLUDING, WITHOUT LIMITATION, DAMAGES OR INJURY FROM OR RELATING TO: THE DOWNLOADING OF ANY MATERIAL CONTAINED WITHIN THE BRILLDOG PLATFORM; THE LINKING TO OTHER

WEBSITES FROM THE BRILLDOG PLATFORM; THE SERVICES, PRODUCTS OR INFORMATION OFFERED ON, MADE AVAILABLE THROUGH THIS BRILLDOG PLATFORM; COMPUTER VIRUS OR SYSTEM FAILURE; AND/OR THE UNAVAILABILITY OF ANY SERVICES OR PRODUCTS MENTIONED WITHIN THE BRILLDOG PLATFORM WHETHER OR NOT BRILLDOG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SUBJECT TO THE FOREGOING, IN NO EVENT SHALL BRILLDOG'S AGGREGATE LIABILITY TO YOU FOR ANY AND ALL DAMAGES, LOSSES, AND CAUSES OF ACTIONS (WHETHER IN CONTRACT, STRICT LIABILITY, TORT OR OTHERWISE INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE) EXCEED THE FEES PAID, IF ANY, BY YOU TO BRILLDOG FOR ACCESS AND USE OF THE BRILLDOG PLATFORM OR THE PURCHASE PRICE OF ANY PRODUCTS OR SERVICES PURCHASED THROUGH THE BRILLDOG PLATFORM OR IN ALL OTHER CASES TEN DOLLARS (\$10.00).

Access to the BrillDog Platform

You shall be responsible for obtaining access to the BrillDog Platform and for all equipment necessary to access the BrillDog Platform and you acknowledge that obtaining the foregoing may involve third-party fees (such as internet service provider or airtime charges). You are responsible for all charges associated with connecting to the BrillDog Platform, including, without limitation, all telephone, equipment, airtime and internet service provider charges.

Passwords and Your Obligations

You may be asked to register as a member on certain pages or services within the BrillDog Platform and to select a unique username and password in order to be able to access your account and use parts of the BrillDog Platform. As a registered member, you are responsible for maintaining the confidentiality and security of your username and password and shall be responsible for all uses of your username and password, including, but not limited to, any purchases facilitated through the use thereof, whether or not in fact authorized by you. You agree to immediately notify BrillDog in writing of any breach of security, including, without limitation, unauthorized use of your username or password. You also understand that exiting immediately from your account (*i.e.*, "logging off") at the end of each session will enhance your account security and that failure to do so may permit other persons having access to your computer to use, or modify, your account. If you permit any person to use your username and password, you shall be liable for all activity and transactions made by that person including transactions for which you may not have authorized.

Please notify us immediately of any unauthorized use of your username and password via email to **info@brilldog.com**.

Security

The BrillDog Platform resides on the public Internet. BrillDog uses commercially reasonable measures to protect the confidentiality and security of any communications transmitted to BrillDog and any information stored on servers controlled by BrillDog. Notwithstanding these efforts,

BrillDog cannot guarantee the confidentiality and security of such electronic communications and the devices used to store such information (including, personally identifiable information) and disclaims all liability arising therefrom.

Without limiting the foregoing, you shall not: (a) violate or attempt to violate the security of the BrillDog Platform; (b) access data or materials not intended for you; (c) log into a server or account which you are not authorized to access; (d) attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures; or (e) attempt to interfere with service to any user, host or network, including, without limitation, by means of submitting a virus to the BrillDog Platform, overloading, “flooding,” “mailbombing” or “crashing” the BrillDog Platform. Violations of system or network security may result in civil or criminal liability. BrillDog reserves the right to investigate occurrences that may involve such violations and may involve and cooperate with, law enforcement authorities in prosecuting users who have participated in such violations.

Indemnification

You agree to indemnify, defend, and hold harmless BrillDog, its affiliates, agents, vendors, distributors, licensors, suppliers, successors and assignees and their officers, directors, and employees from and against any and all actions, suits, proceedings, hearings, investigations, charges, complaints, claims, demands, injunctions, judgments, orders, decrees, rulings, damages, dues, penalties, fines, costs, amounts paid in settlement, liabilities, obligations, taxes (whether federal, state, local, or foreign), liens, losses, expenses, and fees, including, without limitation, court costs and reasonable attorneys’ fees and expenses, resulting from (a) any third party claim, including, but not limited to, from your customers, suppliers, shippers, carriers and purchasers, (b) any violation of these Terms, (c) any activity related to your account (including negligent or wrongful conduct) by you or any other person accessing your account, (d) your use of (or inability to use) the BrillDog Platform, and (e) any use of your Submission by BrillDog or any other party, including, but not limited to, any third party claim of infringement of an intellectual property or proprietary right or invasion of privacy or publicity.

Blog Disclaimer

The blog entries (if any), quotations and other editorial content on this BrillDog Platform are provided “as is” with no warranties. The blog entries (if any) are solely the opinion of the author and do not necessarily reflect the opinions of BrillDog.

Termination

Subject to the terms of any Customer Agreement, you agree that BrillDog, in its sole discretion, may terminate these Terms at any time and/or suspend your access to and use of the BrillDog Platform (or any part thereof) at any time and for no or any reason whatsoever, including, without limitation, for lack of use by you or if BrillDog believes that you have violated or acted inconsistently with these Terms. BrillDog reserves the right at any time to modify or discontinue, temporarily or permanently (in which case, subject to the terms of the Customer Agreement, if any) your access to and use of the BrillDog Platform (or any part thereof) without notice. You

agree that BrillDog shall not be liable to you or to any third party for any modification, suspension or discontinuance of your use of, or access to, the BrillDog Platform. Your obligations under these Terms shall continue even after BrillDog has terminated and/or cancelled your access to the BrillDog Platform.

Display/Colors & Specifications

The BrillDog Platform attempts to display images shown through it as accurately as possible. However, BrillDog cannot guarantee that the image or color you see displayed on your monitor represents the actual image or conforms to the specifications that you have selected.

Paying & BrillPay

We use BrillPay as our point of sale payment platform and third parties engaging in commerce on the BrillDog Platform use BrillPay. The BrillDog point of sale platform is provided and supported by a third party provider who provides processing of electronic payments, performs online invoicing and provides certain analytic tools. You will be directed to execute a separate agreement with the third party provider. You will only be able to use the BrillDog Platform to purchase goods and services from BrillDog and/or a third party on the BrillDog Platform. As a result, for some of the data you provide, we will be the data processor and in other cases, we will be the data controller. You further consent to BrillDog accessing your account with the third party payment provider in connection with BrillDog platform and the services that BrillDog provides to its customers.

You hereby authorizes BrillDog to charge you the balance due from your purchases of products and/or services on the BrillDog platform in accordance with the payment terms applicable to such purchases including, but not limited to, those products and services sold to you directly by BrillDog (such as BrillDog's monthly subscription service fees), sold to you by third parties in which BrillDog has paid on your behalf and reimburses itself for such payment, or sold to you by third parties in which BrillDog processes such invoice on your behalf and makes payment directly from your account. If no payment timing term is provided for the purchase, then you authorize BrillDog to charge your account immediately. Subject to the foregoing, you further authorize BrillDog to charge you such fees at any time including weeks after the product has been delivered or the services have been completed regardless of whether or not this Agreement has terminated or a "final invoice" has been issued.

Pricing, Special Offers and Promotions

All prices shown through the BrillDog Platform are applicable solely for purchase by users directly through this BrillDog Platform. Prices, specifications and features are subject to change without notice. Prices within the BrillDog Platform may not be the same as prices available through sales representatives, telephone orders, or promotional offers. BrillDog does not have a price match guarantee.

Special product, pricing or service offerings and promotions may be displayed from time to time through the BrillDog Platform and are considered discontinued and no longer valid once they are removed from the BrillDog Platform. In addition, all such offerings and promotions displayed

through the BrillDog Platform are subject to change or cancellation at any time without notice. Programs/promotions available through sales representatives or telephone orders may not be available through the BrillDog Platform and vice versa.

In some cases when you leave the BrillDog Platform and make a purchase at a Third-Party Site, BrillDog may receive an affiliate fee from the seller of such product and/or service. Such purchases are made subject to the Third-Party Site's applicable terms and conditions.

Validating & Approving Registration and/or Submission

We reserve the right to reject your Submission or order, for any or no reason whatsoever. If we do reject any of the foregoing activities on the BrillDog Platform, we will generally attempt to notify you by using the contact information you gave to us at the time of registration or your most recent Submission or, if applicable, a Customer Agreement.

Sales, VAT & Use Tax Policy

If required by applicable taxing authorities including, but not limited to, federal, state or local tax rules and laws, sales, VAT, use and other taxes may be added. We will do our best to accurately calculate sales, VAT, use and other taxes, but errors may occur due to the large number of tax districts or for other reasons. If we do not collect sales, VAT, use or other taxes for your order, you may still be responsible for paying such taxes for the services and/or your purchase.

Order Acceptance/Confirmation

After you place an order through the BrillDog Platform, we will check the information you gave us for validity. We may require additional verifications or information before accepting any order. Your receipt of an electronic or other form of confirmation does not signify our acceptance of your order, nor does it constitute confirmation of our performance. We reserve the right at any time after receipt of your order to accept or decline your order and/or to limit quantities on any order, for no or any reason whatsoever. If we reject your order, we will generally attempt to notify you by using the contact information you gave to us with your order. If you made a payment to us using the methods set forth on the BrillDog Platform (including, but not limited to, through the use of third-party payment platforms), you will not be charged if we reject an order, and we will process a refund if a charge has been made against you in error.

Typographical Errors

On rare occasions, a service and/or a product may be priced incorrectly on the BrillDog Platform. If this occurs and subject to the terms of any Customer Agreement, then at the sole discretion of BrillDog, BrillDog may either (a) refuse or cancel your order whether or not the order has been confirmed and you have paid, (b) contact you for instructions, (c) cancel the order for such service and notify you of such cancellation, or (d) sell the product or perform the service at the incorrect price to your benefit.

Miscellaneous Provisions

Additional Fees

You shall immediately notify BrillDog in writing if you know or have reason to believe that BrillDog has been or will be required, as a result of activity arising out of or related to these Terms or your use of the BrillDog Platform by any court or administrative agency of the United States or any state or by any legal process to respond to any subpoena, search warrant, discovery or other directive under the authority of such court, administrative agency, governmental inquiry or process in connection with any proceeding or investigation in which you or any of your affiliates, officers, directors, agents, employees, or subcontractors is involved. Whether or not such notice is given by you, you shall directly assist BrillDog in BrillDog's attempt to reduce the burdens of compliance with any such directives, and you shall reimburse any and all reasonable expenses incurred by BrillDog in complying with any such directive, including, but not limited to, attorneys' fees and BrillDog's attorneys' fees for representation and advice, travel and lodging expenses that are incurred by BrillDog in responding to such matters.

Order of Preference

These Terms govern your use and access to the BrillDog Platform. These Terms do not modify, alter or amend any other specific agreement you have entered or will enter into with BrillDog, including, without limitation, any Customer Agreement. To the extent that any provision of these Terms, or any supplemental agreement offered as any part of any registration for additional services on this BrillDog Platform, conflicts with any provision of your other agreements with BrillDog, the terms and conditions of such other agreement shall, take precedence over the conflicting term(s) and conditions of these Terms.

Links to Other Websites

The BrillDog Platform contains links to other websites ("Third-Party Sites") controlled or offered by third parties (non-affiliates of BrillDog). BrillDog is not responsible for the content, accuracy or opinions expressed on such Third-Party Sites and such sites are not investigated, monitored or checked for accuracy or completeness by BrillDog. BrillDog hereby disclaims any and all liability for, any information, materials, and products or services posted or offered at any of the Third-Party Sites. By creating a link to Third-Party Sites, BrillDog does not endorse or recommend any products or services offered or information contained at Third-Party Sites, nor is BrillDog liable for any failure of products and services offered or advertised at those sites. Such third parties may have a privacy policy different from that of BrillDog and Third-Party Sites may provide less security than BrillDog.

Revisions and Consents

BrillDog reserves the right to revise these Terms at any time and for no or any reason whatsoever. BrillDog also reserves the right to make changes at any time, without notice or obligation, to any of the information, products or services contained on or offered through the BrillDog Platform. Such updates, revisions, supplements, modifications and additional rules, policies, terms and conditions shall be effective immediately and incorporated in these Terms upon notice thereof,

which may be given by any reasonable means, including, but not limited to, posting such changes on this BrillDog Platform or via electronic notice as described above. By continuing to access this BrillDog Platform, you acknowledge and agree that you shall be bound by such revisions. Accordingly, you should periodically review the Terms.

Forward-Looking Statements

BrillDog may make forward-looking statements concerning BrillDog's future performance. Such statements are subject to risks and uncertainties that may cause BrillDog's actual performance to differ materially from that set forth in such forward-looking statements. Words such as "believe," "expect," "anticipate," "intend," or similar expressions are intended to identify forward-looking statements. Such statements speak only as of the date on which they are made. BrillDog undertakes no obligation to update publicly or revise any such statements. Factors that could cause BrillDog's actual financial and other results to differ materially from those projected by BrillDog in forward-looking statements include, but are not limited to, competition, economic conditions, delinquencies and credit losses, interest rate increases, availability of funding and securitization, customer behavior, new products and markets, growth, legal and regulatory.

Entire Agreement

These Terms constitute the entire agreement between you and BrillDog with respect to the subject matter addressed herein, and govern your access to, and use of, the BrillDog Platform, superseding any prior agreements between you and BrillDog relating to such subject matter, but these Terms may be supplemented by any Customer Agreement.

Arbitration

Except for the failure to pay any fees and/or disputes concerning a breach of the scope of the license granted herein, any other dispute arising out of, relating to or in any way connected with these Terms, on written request of either party served on the other, shall be submitted to final and binding arbitration before a single arbitrator. If the parties are unable to agree on an arbitrator within thirty (30) days after a party has served notice of a request to arbitrate, then an arbitrator shall be selected by the American Arbitration Association pursuant to its then-current rules, within fifteen (15) days after the parties are unable to agree on the arbitrator. Arbitration shall take place in New Freedom, Pennsylvania in accordance with the Rules and Regulations of the American Arbitration Association (Commercial Division).

Attorney Fees

Should any suit be commenced to enforce BrillDog's rights and in the event BrillDog is successful, you agree to pay BrillDog's expenses and attorney's fees incurred.

Trademarks

Any and all trademarks displayed within the BrillDog Platform are owned by BrillDog, its licensors or its affiliates. Nothing in these Terms should be construed as transferring any aspects

of such rights to you or to any third party.

Confidentiality

Subject to any Customer Agreement, at all times during the term hereof and at all times thereafter, you shall keep confidential and not disclose, directly or indirectly, and shall not use for the benefit of yourself, or any other individual or entity, any Confidential Information of BrillDog. “Confidential Information” means any type of information or material disclosed by BrillDog that is unique, confidential or proprietary to BrillDog or its licensors related to the business or activities of BrillDog that are not generally known to others engaged in similar businesses or activities including, without limitation, information which relates to research, development, trade secrets, know-how, inventions, invention records, technical data, computer software, programming, concepts, designs, drawings, procedures, processes, equipment, reports, manuals, documentation, manufacture, purchasing, accounting, engineering, marketing, merchandising and selling, pricing, customer lists, business plans or strategies, third party information in BrillDog’s possession, all parts of the BrillDog Platform and any other materials or information whether in written, digital, oral or other form.

Privacy Policy

BrillDog realizes that you are concerned about how the information you provide online will be used. BrillDog has a Privacy Policy that discloses what information BrillDog collects about you, how BrillDog uses such information, the steps BrillDog takes to secure such information, how you can view and correct such information and how you can decline to have such information about you collected or used. The Privacy Policy is available on this BrillDog Platform and is incorporated herein by this reference. Please read our Privacy Policy for more details. A copy of BrillDog’s current Privacy Policy can be found at <https://brilldog.com/wp-content/uploads/2023/02/BrillDog-Privacy-Notice-v5.pdf>

Jurisdiction

These Terms are executed in the Commonwealth of Pennsylvania and shall be governed by, and interpreted in accordance with, the laws of the Commonwealth of Pennsylvania, without regard to principles of conflict of laws and without application of the Uniform Computer Information Transaction Act and the United Nations Convention of Controls for International Sale of Goods. Except as otherwise provided herein, you agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the BrillDog Platform, and purchases of products and/or services through the BrillDog Platform must be filed within one (1) year after such claim or cause of action arose or be forever barred, and you expressly waive any other statute of limitations which otherwise may apply. Subject to the foregoing arbitration terms and conditions, you agree that the exclusive jurisdiction for any action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of these Terms, shall be the State courts located in the Commonwealth of Pennsylvania or the United States District Court for the Commonwealth of Pennsylvania for resolution of any dispute, action or proceeding arising in connection with these Terms, purchase of products/services or your use or non-use of the BrillDog Platform.

YOU WAIVE ALL RIGHTS TO TRIAL BY JURY OF ANY CLAIMS OF ANY KIND ARISING OUT OF OR RELATING TO THESE TERMS OR THE TRANSACTIONS CONTEMPLATED HEREBY. YOU ACKNOWLEDGE THAT THIS IS A WAIVER OF A LEGAL RIGHT AND REPRESENT THAT YOUR WAIVER IS MADE KNOWINGLY AND VOLUNTARILY AFTER CONSULTATION WITH COUNSEL OF YOUR CHOICE. TO THE EXTENT APPLICABLE, YOU AGREE THAT ALL SUCH CLAIMS SHALL BE TRIED BEFORE A JUDGE OF A COURT HAVING JURISDICTION WITHOUT A JURY.

Applicability of Content

The servers supporting the BrillDog Platform are operated in the United States of America, and BrillDog makes no representation that the content provided through the BrillDog Platform are applicable or appropriate for use in jurisdictions other than the United State of America. If you access the BrillDog Platform from outside of the United States America, please be aware you are responsible for compliance with any applicable laws. To the extent any applicable local laws prohibit your viewing and use of the BrillDog Platform, you may not view or use the BrillDog Platform.

BrillDog Intellectual Property Notice

Pursuant to the Digital Millennium Copyright Act, BrillDog has designated the person listed below as its agent to receive notifications of alleged copyright or other intellectual property infringement on this BrillDog Platform. BrillDog respects the intellectual property of others and asks our users to do the same. If you believe that your work has been copied in a way that constitutes infringement, or your intellectual property rights have been otherwise violated, please provide BrillDog's Intellectual Property Agent the following information (the "Notice"): (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest; (b) a description of the copyrighted work or other intellectual property right that you claim has been infringed; (c) a description of where the material that you claim has been infringed is located in the BrillDog Platform; (d) your address, telephone number and email address; (e) a statement by you that you have a good faith belief that the disputed use is not authorized by the applicable intellectual property owner, its agent or the law; and (f) a statement by you, made under penalty of perjury, that the information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

BrillDog's Agent for transmitting the Notice for claims of copyright or other intellectual property right infringement can be contacted at:

info@brilldog.com

c/o DMCA Agent
BrillDog, Inc.
802 Far Hills Drive
New Freedom, PA 17349

General Provisions

In the event any provision (or any part of any provision) contained in these Terms shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision (or remaining part of the affected provision) of these Terms, and these Terms shall be construed as if such invalid, illegal, or unenforceable provision (or part thereof) had never been contained herein, but only to the extent such provision (or part thereof) is invalid, illegal, or unenforceable.

BrillDog's failure to insist upon or enforce strict performance of any provision of these Terms shall not be construed as a waiver of any other provision, term or right set forth herein. Neither the course of conduct between the parties nor trade practice shall act to modify any of the terms and conditions of these Terms.

BrillDog may assign its rights and duties under these Terms to any party at any time without notice to you. You may not assign these Terms or the rights granted herein to any party without the prior written consent of BrillDog.

These Terms do not create any agency, employment, partnership or joint venture between you and BrillDog.

The section headings used in these Terms are for convenience only and have no legal or contractual effect.

Print these Terms

You acknowledge that you have read these Terms and have had an opportunity to consult with an attorney. For record keeping purposes, BrillDog encourages you to print these Terms and the ancillary documents described herein.

You agree that these Terms, combined with your act of using the BrillDog Platform have the same legal force and effect as a written contract with your written signature and satisfy any laws that require a writing or signature, including any applicable Statute of Frauds. You further agree that you shall not challenge the validity, enforceability or admissibility of these Terms on the grounds that it was electronically transmitted or authorized. In addition, you acknowledge that you have had the opportunity to print these Terms.

Updated: March __, 2023