

# NATF HOLDINGS, LLC TERMS OF SERVICE

Last Modified and Effective September 1, 2021

Welcome to the Terms of Service (including any future modifications, the “**Terms**”) for the NATF Holdings, LLC family of websites and applications, including any websites, applications, content, online services offered by us, and any services offered by us which include these Terms or a link to these Terms (the “**Services**”). The Services are made available to you by NATF Holdings, LLC, its affiliated companies (including successors and assigns, “**NATF**,” “**we**,” “**us**,” or “**our**”) and/or third parties. The Services may include content and other materials supplied by NATF and third parties (“**Content**”). These Terms constitute an agreement between us and you regarding how you can use the Services and what responsibilities you and we have to each other. **PLEASE READ THESE TERMS CAREFULLY BECAUSE THEY CONTAIN IMPORTANT INFORMATION ABOUT YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS, INCLUDING, BUT NOT LIMITED TO, WAIVER OF YOUR RIGHT TO A JURY TRIAL AND OTHER LIMITATIONS, EXCLUSIONS, AND INDEMNITIES. IF YOU DO NOT AGREE TO THESE TERMS, THEN YOU SHOULD NOT ACCESS OR USE THE SERVICES AND CONTENT.**

## 1. Terms and Modifications

These Terms are a contract between you and us. These terms include our [Privacy and Cookie Policy](#) and is hereby incorporated by reference (“**Privacy Policy**”).

Separate, additional terms may also apply to certain Services (“**Additional Terms**”). Any Additional Terms will be posted in connection with the applicable Services. Applicable Additional Terms are hereby incorporated into these Terms by reference. Where any direct conflict exists between these Terms and any Additional Terms, the Additional Terms will control, provided that our [Privacy Policy](#) will control over any contradictory Additional Terms or provision of these Terms.

EACH TIME YOU ACCESS OR USE THE SERVICES YOU ARE ENTERING INTO A NEW AGREEMENT ON THE THEN-APPLICABLE TERMS. We may modify these Terms at any time in our sole discretion and post the changes. Your continued access or use of the Services after we post changes to these Terms will be deemed as irrevocable acceptance of these Terms as modified. You agree to be notified of changes to these Terms via updated postings of these Terms on the Services (or in any other reasonable manner of notice which we elect).

## 2. Eligibility, Registration, and Accounts

Services are for our active and prospective clients who reside in the United States and have reached the age of majority in the jurisdiction in which they reside and are at least 18 years of age. By accessing or using the Services, you warrant that you have legal capacity to enter into these Terms (i.e., that you are of sufficient age and mental capacity and are otherwise legally able to bind yourself to these Terms). If you are using the Services on behalf of a corporation or other organization (“**Company**”), you represent and warrant that you have the ability to agree to these Terms on behalf of such Company and all references to “you” throughout these Terms will include such Company, jointly and severally with you personally.

You may be required to provide information about yourself to access Services, such as setting up account(s) or applying for Services. If you choose to provide us with such information, you agree: (i) to provide true, accurate, current, and complete information about yourself (and Company, if applicable) as prompted, (ii) you have the authority to provide such information, (iii) to maintain and update this information to keep it true, accurate, current, and complete, (iv) the information you provide does not violate any third party’s intellectual property or privacy rights, and (v) we may take steps to verify the

information you provide. If any information provided by you is untrue, inaccurate, not current, or incomplete, we reserve the right, in our sole discretion, to terminate your account and refuse current or future use of the Services. Your personal information will be used and protected in accordance with our [Privacy Policy](#), and any information you provide to us is subject to our [Privacy Policy](#).

Some Services may require usernames, log-in credentials, and/or passwords (“**Passwords**”). If you create or are provided with Passwords, you may not share your Passwords with anyone outside of your Company. You must treat Passwords as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you, and you agree not to provide or allow any other person to access the Services with your Passwords. You agree to notify us immediately of any unauthorized access to or use of your account or Passwords, or any other breach of security. If you access your account or Services using Passwords, you agree to exit and log out from the Services at the end of each session. You should use extra caution when accessing Services with Passwords from a public or shared computer or unsecured Wi-Fi source. We have the right to suspend your account, disable or change any Passwords or other identifiers, whether chosen by you or provided by us, at any time for any reason in our sole discretion, including due to a violation of these Terms. If you are a client and you terminate your relationship with us, your access to the Services may be terminated without any notice.

The Services may include contests and promotions which may also have additional terms, conditions, rules, and eligibility requirements. You are responsible for complying with these terms, conditions, rules, and eligibility requirements.

### **3. Changes To and Availability of the Services; Consent to Electronic Communications**

The Services may evolve or change at any time without notice. You acknowledge that your use and access to any information and Content available through the Services is at your own risk. We may suspend all or part of the Services at any time without notice. We do not warrant that the Services are error-free. The information and Content in the Services may contain technical inaccuracies and/or typographical or other types of errors and may be changed or updated at any time without notice. We will use reasonable efforts to place accurate and up-to-date information and Content in the Services but make no warranty of their accuracy, completeness and/or timeliness.

By using the Services, you consent to receive electronic communications from us to discuss your use of the Services, for marketing or sales purposes, or to aid in your client experience, including text messages, phone calls, emails to the email address(es) provided by you, or posting communications on the Services, and may include notices and information about your account and are part of your relationship with us.

### **4. Permitted Uses**

We grant you a limited, personal, revocable, non-transferable, non-exclusive license to access, use, download, and install the Services as permitted by (i) the usage rules set forth in the terms and conditions of the Apple App Store, Google Play Store, or other applicable apps store (the “Usage Rules”); and (ii) these Terms. You may not distribute or make the Services available over a network where it could be used by multiple devices at the same time. You may not rent, lease, lend, sell, redistribute, or sublicense the Services. You may access, download, and print materials only as necessary to receive the Services and, in doing so, you must retain any and all notices, trademarks, and other markings found on those materials. If you are not willing to be bound by every term and condition, or if any representation made herein by you is not true, you may not use and must cease using the Services. **Do not use the Services while driving.**

## 5. Prohibited Activities

While using the Services, you agree not to engage in, either directly or indirectly, any of the following prohibited activities, or facilitate, enable, assist, collaborate with, or induce others to do so and we reserve the right to bar any such activity or use in our sole discretion:

- Violate or breach any provisions of these Terms.
- You may not make any uses of the Services or Content except as specifically authorized by us in writing. Except as expressly authorized by us in writing, you may not, copy, download, stream, capture, reproduce, duplicate, archive, distribute, upload, publish, modify, translate, broadcast, perform, display, sell, make available, frame, deep-link, transmit, or re-transmit the Services or Content, any part thereof, or any materials derived therefrom, except as set forth in these Terms, applicable Additional Terms, or as otherwise agreed in writing between us and you.
- You may not disable, modify, remove, bypass, interfere with, or otherwise circumvent through any means: (i) proprietary rights notices or indications of source (e.g., ©, ®, or TM) in the Services or Content; (ii) any digital rights management, content protection or access control measure associated with the Services; (iii) any advertisement on the Services; (iv) any technology to allow users to view Content or use Services without having full access to all functionality permitting same.
- Access the Services or Content by any means other than through the interface provided by us and as otherwise expressly authorized under these Terms.
- Access, tamper with, or use non-public areas of the Services, our computer systems, or the technical delivery of systems of our providers.
- Avoid, bypass, remove, deactivate, impair, decompile, descramble, reverse engineer, or otherwise circumvent any technological measure implemented by us or any third party (including another user) to protect the Services.
- Reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how, or algorithms relevant to the Services or Content.
- Use the Services or Content or other information to, in whole or in part, create a likelihood of confusion, to misrepresent any fact, or to deceive others in any form or by any means.
- Misappropriate funds, property, or data of any person or entity.
- Harm any person, including minors, in any way.
- Interfere with or attempt to interfere with the access of any user, host, or network including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Services.
- Interfere with, manipulate, or disrupt the Services.
- Attempt to access or search the Services or Content, or otherwise use, upload content to, or create new links, reposts, or referrals in the Services through the use of any engine, software, tool, agent, device, or mechanism (including automated scripts, spiders, robots, crawlers, data mining tools, or the like) other than the software and/or search agents provided by us or other generally available third-party web browsers.
- Scraping from the Services or Content.

- Attempt to decipher, decompile, disassemble, or reverse engineer any of the software or inherent business logic used to provide the Services.
- Reproduce, duplicate, distribute, copy, sell, trade, resell, or exploit for any commercial purpose, monetary gain, or personal gain or benefit any portion of the Services or Content (including your account) or your access to or use of the Services or Content.
- You may only download those materials from the Services that are expressly designated to be downloaded by users. Any unauthorized use, transmission, distribution, reproduction, reverse engineering, modification of any downloaded materials, or use thereof for an illegal purpose, is expressly prohibited.
- Violate any applicable law or regulation.

You are responsible for your use of the Services, your conduct and communications within the Services, and all materials and information you upload, post, publish, transmit, deliver, submit, or otherwise distribute or facilitate the distribution on or through the Services (“Upload”). The following prohibitions apply to your conduct and communications on or through the Services:

- **No Interference.** You may not interfere with any other user’s ability to use or enjoy the Services.
- **No Bullying.** You may not threaten, abuse, harass or invade the privacy of any third party.
- **No Blocking.** You may not cover, remove, block or obscure any Content, advertisements or other portions of the Services.
- **No Unlawful or Inappropriate Postings.** You may not Upload any content or material that is (i) fraudulent, (ii) infringes the patent, copyright, trademark, trade secret, right of publicity, right to privacy, or other intellectual property right of any third party, including other users, (iii) defamatory, libelous, obscene, indecent, pornographic, profane, abusive, threatening to others, harassing, intimidating, hateful, racially or ethnically offensive, threatening to others, constitutes stalking, or otherwise inappropriate (including content of a sexual nature), or (iv) unlawful.
- **No Viruses or Malicious Code.** You may not Upload a software virus, worms, code, malware, time bombs, cancel bots, malicious links or files, or other disabling code, materials, devices or other harmful component intended to or that may (i) damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or personal information or designed to interrupt, deny service, destroy, or limit the functionality of any Services, computer software, or hardware or telecommunications equipment associated with the Services, or (ii) obtain unauthorized access to the Services or any data or other information of ours or of any third party.
- **No Advertising.** Except as otherwise agreed between us and you in writing, you may not sue the Services in any way (i) to advertise any commercial endeavor, (ii) solicit funds, donations, advertisers or sponsors, whether or not for profit (iii) offer products or services, or (iv) conduct raffles or contests.
- **No SPAM.** You may not Upload unsolicited bulk communications of any kind.
- **No Collection of Personal Information From Other Users.** You may not solicit or collect information about other users of the Services or use any such information (i) for unauthorized or unsolicited advertising, junk or bulk email, or any other form of unauthorized solicitation or (ii) for any other commercial purposes.
- **No Phishing or Scams.** You may not engage in conduct that constitutes phishing or a scam.
- **No Impersonation or Misrepresentation.** You may not impersonate any other person or entity or otherwise misrepresent your affiliation with a person or entity. You may not manipulate headers or identifiers to disguise you or the origin of your User Contributions (as defined below).

- **No Criminal or Unlawful Conduct.** You may not use any portion of the Services for any unlawful purpose, and you may not encourage or facilitate conduct that would constitute a criminal offense or give rise to civil liability.

You may not encourage, assist, collaborate with, or enable any other individual to violate any part of these Terms or do any of the activities Prohibited Activities set forth in this section.

We may require proof that you are following these rules at any time. We reserve the right to take, or refrain from taking, all steps available to us once we become aware of any violation of these Terms. If you are involved in any violation of these Terms or our systems' security, we reserve the right to release your identity or other details to system administrators or third parties to assist them or us in resolving security incidents or violations of these Terms.

## **6. User Contributions**

### **a. Uploads and Other Distributions.**

The Services may include forums and other opportunities for you and other users to Upload (as defined above) content and materials to other users or to the public (upon Upload, "User Contributions"). All User Contributions must comply with these Terms. By Uploading any User Contributions, you grant us and our licensees a perpetual, unrestricted, irrevocable, worldwide, royalty-free, fully paid up, sub-licensable through multiple tiers, transferable, non-exclusive license to use, reproduce, publicly display, publicly perform, modify, transmit, distribute, and otherwise exploit User Contributions, including any Personality Elements (as defined below) in your User Contributions, in any manner and any media formats and channels now known or later developed or discovered, including in connection with advertising, promotions or third party services or content, without notice or payment to you. You agree that we and our licensees may give you credit for your User Contributions but are not required to do so. To the extent permitted by applicable law, you hereby waive and agree not to assert any "moral rights" or other proprietary rights in your User Contributions against us, our licensees, our representatives or other users. When you Upload any User Contributions, you also consent to the recording, use and reuse by us and our licensees of your voice, actions, likeness, name, appearance, profile photograph, performance, biographical material, and any other identifying information in your User Contributions as used or modified by us. You agree that we are free to use any ideas, concepts, know-how, or techniques that you provide us for any purpose, including creating derivative works.

When you Upload any User Contributions, you represent and warrant that your User Contributions comply with these Terms and that you own the User Contributions or that you have sufficient intellectual property and proprietary rights to make the grants in these Terms. You understand and acknowledge that you are responsible for any User Contributions you Upload, and you, not we, have full responsibility for such User Contributions, including its legality, reliability, accuracy, and appropriateness. We are not responsible or liable to any third party for the content or accuracy of any User Contributions posted by you or any other user of the Services. You agree to pay any monies owed to any party based on our and our licensees use of your User Contributions.

### **b. Public Nature of User Contributions; Deletions**

You acknowledge that you have no expectation of privacy or confidentiality with respect to any User Contributions. All User Contributions will be considered non-confidential and non-proprietary. While we may offer you the ability to Upload User Contributions anonymously, we may still store your account information. We may use the public content in our sole discretion.

If you Upload User Contributions, you may not be able to remove it. We make no guarantees to remove User Contributions from the Services. We also reserve the right to limit the storage capacity of your User Contributions.

#### c. No Responsibility for User Contributions; User Disputes

We are not responsible for any User Contributions. Each user is solely responsible for their User Contributions and for any claims, losses or damages relating to all User Contributions. We have no obligation to investigate, monitor, or correct any information contained in User Contributions, nor are we responsible or liable for any decisions made based on User Contributions.

User Contributions may not reflect our views. We do not endorse any User Contributions from you, or other users and we may remove or refuse to post any User Contributions. You acknowledge that you may find User Contributions on or through the Services that you find objectionable, offensive, or otherwise inappropriate and you shall have no right against us based on User Contributions.

You are solely responsible for any interaction with other users of the Services or the public, and we reserve the right, but shall have no obligation, to become involved in any way or to monitor disputes between you and any other users of the Services.

## 7. Monitoring

We may monitor use of the Services from time to time but have no obligation to do so. If and when we do monitor your use of the Services, we will do so in accordance with applicable law. In addition, we have the right to:

- Take any action with respect to any User Contributions that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contributions violate these Terms, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Services or the public, or could create liability for us.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Services.
- Terminate or suspend your access to all or part of the Services for any violation of these Terms.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Services. YOU WAIVE AND HOLD HARMLESS NATF, OUR AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS, OR ASSIGNS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN DURING OR AS A RESULT OF SUCH MONITORING AND ANY RESULTING INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

## 8. Linking To The Services

You may link to information about the Services provided that you do so in a way that is fair and legal and does not damage our reputation, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part. Any such link may not involve:

- unauthorized use of our logo;
- any false claim (actual or implied) of endorsement by, or other relationship with us;
- framing or embedding of any pages of our Services; or
- other infringement of our trademarks, copyright and/or other intellectual property rights.

Our Services may have links that lead to other websites or make reference to information, documents, software, materials, or services provided or maintained by third parties. We have no control over these websites or resources, nor do we sponsor or endorse them by implication. You agree that we are not responsible or liable for any content, advertising, or other materials available through these third-party websites and resources, and that we are not responsible or liable, directly or indirectly, for any damage or loss caused to you by your use of or reliance on any content, goods, or services available through third-party website or internet sources. A link to a third party's website should not be construed as an endorsement by either us or that third party of the other or its products and services. We do not bear any responsibility whatsoever for the content, accuracy, or security of any websites that are linked (by way of hyperlink or otherwise) to the Services. If you decide to access any of the third-party websites linked to the Services, you do so entirely at your own risk and subject to the terms and conditions of use for such websites. The website from which you are linking, or on which you make certain content accessible, must comply in all respects with these terms. You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice. We may disable all or any social media features and any links at any time without notice in our discretion.

The Services may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on the Services .
- Send e-mails or other communications with certain content, or links to certain content, on the Services.
- Cause limited portions of content on the Services to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us and solely with respect to the content they are displayed with, and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause the Services or portions of them, to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other site.
- Otherwise take any action with respect to the materials on the Services that is inconsistent with any other provision of these Terms.

## **9. Linking To Third-Party Sites**

The Services may contain links to websites and other materials made available by third parties. If you use such functionality, you are directing us to access, route and transmit to you.

Third-party content may be protected by applicable copyrights, trademarks, patents, trade secrets or other proprietary rights and laws. Nothing in your use of the Services grants you any right, title or interest in or to this content, except for the limited right to use the Services as set out in these Terms. Unless specifically stated otherwise, we do not endorse, approve, recommend, or certify any information, product, process, service, or organization presented or mentioned in the Services, and information from the Services should not be referenced in any way to imply such approval or endorsement. We neither control nor endorse, nor are responsible for, any third-party content and we

make no representations or warranties with respect to them. The availability of any third-party service or content through the Services does not imply the endorsement of, or affiliation with, any provider of such materials. Your use of any third-party service or content is at your own risk and is subject to any terms, conditions and policies applicable to them (such as terms of service or privacy policies of the providers of the third-party content). Your rights and obligations while accessing and using third party services and content will be governed by the agreements and policies relating to the use of those services and content.

## **10. Geographic Restrictions**

We make no claims that the Services are accessible or appropriate outside of the United States. Access to the Services may not be legal by certain persons or in certain countries. If you access the Services from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

## **11. Intellectual Property Rights**

Unless otherwise indicated, the Services and their entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, graphics, user interfaces, photographs, artwork, “look and feel” and arrangement of such content, and the design, selection and arrangement thereof), are owned or controlled by us, or licensed by or to us and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on the Services, except as follows:

- Your computer may temporarily store copies of such materials incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages of the Services for your own use and not for further reproduction, publication or distribution.
- If we provide social media features with certain content, you may take such actions as are enabled by such features. Your rights and obligations while accessing and using social media features will be governed by the agreements and policies relating to the use of those platforms.

You must not:

- Modify copies of any materials from the Services.
- Use any illustrations, photographs, video or audio sequences or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from the Services.

If you wish to make any use of material on the Services, other than that set out in this section, please address your request to [legal@tbsokc.com](mailto:legal@tbsokc.com).

If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Services in breach of these Terms, your right to use the Services will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Services is transferred to you, and all rights not expressly granted are reserved by us. Any use of the Services not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark and other laws.



Nothing in the Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use the Services except as permitted or consented by these Terms.

All information and material, including images and text, on the Services are the property of (or under licensed use by) us and are subject to copyright protections. You must not use such marks without our prior written permission. All other names, logos, product and service names, designs and slogans on the Services are the trademarks of their respective owners.

We respect intellectual property rights of others, and we ask our users to do the same.

If you believe that any User Contribution is in violation of these terms or infringes your intellectual property please send written notice to us to request a review of the material:

By mail:

NATF Holdings, LLC

Attention: Legal Department

PO Box 18109

Oklahoma City, Oklahoma 73154

By Email: [legal@tbsokc.com](mailto:legal@tbsokc.com) (Please include "Notice of Infringement" in the subject line.)

In addition, any written notice regarding any defamatory or infringing activity should include the following information:

- Your name, address, telephone number, and email address;
- Identification of the work claimed to have been infringed or the violating User Contribution with sufficient information to permit us to locate the material; and
- A statement that you have a good faith belief that the material complained of is infringing or in violation of these Terms.

## **12. Disclaimer of Warranties; Exclusions and Limitations of Liability**

**You understand that we cannot and do not guarantee or warrant that the Services or third-party services will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SERVICES OR ON ANY WEBSITE LINKED TO THEM. YOUR USE OF THE SERVICES AND THIRD-PARTY LINKS AND SERVICES IS AT YOUR OWN RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE, OUR PARENT COMPANIES, OUR AFFILIATES, OUR SUBSIDIARIES, AND ALL SUCH PARTIES' DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND LICENSORS (COLLECTIVELY, THE "NATF PARTIES") DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE SERVICES. WITHOUT LIMITING THE FOREGOING, THE NATF PARTIES DO NOT REPRESENT OR WARRANT THAT THE SERVICES WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SERVICES OR THE SERVER(S) THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE SERVICES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. NATF PARTIES HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY**

**WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.**

**Limitation of Liability. IN NO EVENT WILL NATF PARTIES BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE SERVICES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW FOR THE DISCLAIMER OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES, SOME OF THE LIMITATIONS SET FORTH IN THESE TERMS MAY NOT APPLY TO YOU. THE NATF PARTIES' LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY THE LAW OF SUCH JURISDICTION.**

### **13. Indemnification**

You agree to defend, indemnify and hold harmless the NATF Parties, our service providers, and our and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, demands, actions, suits, proceedings, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including attorneys' fees) arising out of or relating to (i) your violation or breach of these Terms, (ii) your use of the Services, including, but not limited to, your User Contributions, , (iii) your use of any information obtained from the Services, and/or (iv) any misrepresentation made by you in connection with your use of the Services. We reserve the right to assume exclusive defense and control of any matter otherwise subject to indemnification by you at our own expense, in which event you will cooperate with us in asserting any available defenses.

### **14. Release**

If you have a dispute with a broker or shipper, you agree to release us from any and all claims, demands and/or damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with disputes between you and another user of the Service except as provided for within the Accounts Receivable Purchase Agreement.

### **15. Enforceability.**

Your use of the Services, and the content and features accessed through either, constitutes your agreement to these Terms. Such agreement will be deemed for all legal purposes to be in writing and legally enforceable as a signed written agreement.

### **16. Applicable Law and Forum**

The Services are intended to be used by and directed to residents of the United States. All advertising claims or other information on our Services are valid and applicable only in the United States. These Terms , any Additional Terms, the relationship between you and us, and the resolution of any dispute related to these Terms or the Services, will be governed, interpreted, and construed in accordance with the laws of the State of Oklahoma without regard to conflicts of law provisions. Any action to enforce these Terms or a matter, dispute, action, or proceeding arising out of or relating to these Terms shall be within the exclusive jurisdiction of the District Court in and for Oklahoma County, Oklahoma or the United States District Court for the Western District of Oklahoma and you irrevocably consent to the

personal jurisdiction of such courts and agree that it is a convenient forum and that you will not seek to transfer such action or proceeding to any other forum or jurisdiction, under the doctrine of forum non conveniens or otherwise.

### **17. Assignability**

You may not assign or delegate any right or obligation you have under these Terms , whether by operation of law or otherwise, without the prior written consent. We may assign or delegate any right or obligation under these Terms , whether by operation of law or otherwise, without your consent.

### **18. Waiver and Severability**

.Our failure to exercise or enforce any of these Terms or to act with respect to a breach by you or others will not constitute a waiver and does not waive our right to act with respect to subsequent or similar breaches. If any provision(s) of these Terms is held to be invalid, illegal or unenforceable in any way, the remaining provisions shall nevertheless continue in full force and effect without any impairment or invalidation.

### **19. Interpretation**

In these Terms, (i) the captions and headings are for convenience only and do not constitute substantive matter and are not to be construed as interpreting the contents of these Terms, (ii) the word “including”, the word “includes” and the phrase “such as”, when following a general statement or term (whether or not non-limiting language such as “without limitation” or “but not limited to” or other words of similar import are used with reference thereto), is not to be construed as limiting, and the word “or” between two or more listed matters does not imply an exclusive relationship between the matters being connected, and (iii) all references to website addresses or URLs will also include any successor or replacement websites containing substantially similar information as the referenced website.

### **20. Entire Agreement**

These Terms (including incorporated policies and rules) sets forth the entire understanding and agreement between us with respect to the subject matter hereof.

### **21. No Oral Modification**

Our employees are not authorized to verbally modify the terms of these Terms. Purported modifications of these Terms outside of this document are not valid or binding.

### **22. No Third-Party Beneficiaries; No Agency Relationship**

These Terms are between you and us. There are no third-party beneficiaries. No agency, partnership, joint venture, employee-employer, or franchiser-franchisee relationship is intended or created by these Terms.

### **23. Contact Information**

If you have any questions about these Terms , you may contact us by phone at 1-800-207-7661 or by postal mail at NATF Holdings, LLC, Attention: Legal Department, P.O. Box 18109, Oklahoma City, OK 73154.