

TERMS OF SERVICE

(TruckMovers Storage, LLC – Equipment Parking)

Your use of equipment parking services provided by TruckMovers Storage, LLC ("TruckMovers") through this mobile app are subject to the following term and conditions:

1. All services provided under this app by TruckMovers are subject to these Terms of Service, and your election to park any equipment at a TruckMovers' facility constitutes your agreement to such Terms of Service.
2. You agree and acknowledge that you possess the legal authority to agree to such Terms of Service for the parking services provided by TruckMovers.
3. You understand and agree that TruckMovers retains the right to deny access to its parking facilities and decline any reservations made by you at any time and for any reason.
4. You agree to make timely payment of all parking service charges incurred in connection with the parking services provided by TruckMovers, and to timely provide TruckMovers with updated credit card information when requested.
5. You agree that TruckMovers maintains a possessory storage lien on all equipment parked at one of its storage parking facilities, and that TruckMovers may exercise its lien on any equipment located at a TruckMovers' parking facility until all charges and expenses owed by you are paid in full.
6. You understand and agree that any of your equipment parked at a TruckMovers' parking facility may be moved or repositioned by TruckMovers or a third party at TruckMovers' sole discretion.
7. You agree that TruckMovers shall not be liable for any damage to , destruction or deterioration of, or theft from trailers or any other equipment, or any contents thereof, caused or occurring at TruckMovers' parking facility, except to the extent such damage, destruction, deterioration or theft is caused by the sole negligence or willful misconduct of TruckMovers or its employees. You further agree that the initial burden of proving such damage, destruction or theft was a result of the sole negligence or willful misconduct of TruckMovers in any proceeding brought under these Terms of Service shall rest with you.

8. You agree and acknowledge that TruckMovers shall not be liable for any deterioration of any cargo or product loaded in any trailer or other equipment arising from or related to, delay in transporting the trailer equipment to TruckMovers' parking facility, any delay in retrieving the trailer equipment from the parking facility, or the failure to ensure that the product or cargo is loaded in a manner so as to ensure safekeeping, including, but not limited to, ensuring appropriate temperature is maintained.

9. You agree that TruckMovers shall have no responsibility for the cost of or for performing any maintenance or repairs on any trailer or equipment parked at TruckMovers' parking facility. In the event that such maintenance or repairs is required in order for TruckMovers to complete any spotting operations required at TruckMovers' parking facility, you agree that you will be responsible for all costs incurred by TruckMovers plus an administrative fee of 10% of such costs.

10. You agree to protect, indemnify, release and defend and hold TruckMovers and its officers, members, employees, successors, assigns and affiliates harmless from, and reimburse each such party for, any claims, suits, damages, liabilities, expenses or other legal or financial exposure ("Losses") to the extent such Losses are caused by or arising from the negligence or other wrongful conduct of, or breach of these Terms of Service by, you or your employees, agents, contractors or subcontractors.

11. During the term any equipment is parked at TruckMovers' parking facility, you agree to maintain all insurance coverages required by applicable law, including but not limited to, commercial general liability insurance in an amount not less than \$1,000,000 (U.S. Dollars) per occurrence. Upon TruckMovers' request, you agree to provide TruckMovers with a Certificate of Insurance evidencing that all required coverages have been obtained.

12. You agree to comply with all safety policies and procedures posted or otherwise applicable at each TruckMovers' parking facility, and to ensure that any of your employees, agents, contractors or subcontractors also comply with such facility rules.

13. You agree that no equipment or trailers to be parked at TruckMovers' parking facility will contain any hazardous material or hazardous waste as defined in the Comprehensive Environmental Response, Compensation & Liability Act of 1980 (42 U.S.C. § 9601), Hazardous Material Transportation Act (49 U.S.C. § 1801) or the Resource Conservation & Recovery Act (42 U.S.C. § 6901). Should you breach this

prohibition, you agree to indemnify and hold harmless TruckMovers against any and all liability, including without limitation, the cost of any required or necessary repair, cleanup, decontamination, or detoxification as well as the preparation of any closure or other required remediation plan to the full extent that such action is attributable, directly or indirectly, to the presence or use, generation, release, threatened release, disposal of any hazardous material or hazardous waste involving your equipment.

14. NOTWITHSTANDING ANY OTHER PROVISIONS SET FORTH IN THIS AGREEMENT, IN NO EVENT (INCLUDING WITHOUT LIMITATION, ANY TERMINATION OF THE SERVICE ARRANGEMENT WITH OR WITHOUT CAUSE) WILL EITHER PARTY BE LIABLE TO THE OTHER FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION LOST PROFITS) ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS OR EITHER PARTIES' PERFORMANCE UNDER THESE TERMS AND CONDITIONS.

15. These Terms of Service shall be deemed to have been drawn in accordance with the statutes and laws of the State of Texas. The laws of the State of Texas shall govern any disagreement or dispute to which these Terms of Service apply. You hereby consent to the exclusive jurisdiction of the courts of Texas and agree that any suit arising from a dispute or disagreement governed by these Terms of Service must be brought in the State of Texas.