MID-SERV SOLUTIONS LLC COURIER SERVICE-END USER LICENSE AND TERMS OF SERVICE

Last Updated Date: 1/29/2024

Drivers and Helpers see supplemental <u>Delivery Professionals Agreement</u>

1. Acceptance of the Terms and Conditions.
    1. Binding Agreement; Description. MID-SERV Solutions LLC, Inc. ("MID-SERV Solutions LLC," "we," "us" or "our") provides and makes available its marketing tools, including its payment processing capabilities, scheduling tools, website located at <u>www.MID-SERV Solutions LLC.co</u> (the "Site") and its <u>MID-SERV Solutions LLC mobile application</u> (the "App") and its <u>API</u> (the "API") (collectively, the "Service"). All uses of the Service are subject to the terms and conditions in this End User License and Terms of Service (this "EULA"). Please read this EULA carefully. By accessing, browsing or otherwise using the Service, you acknowledge that you have read, understood, and agree to be bound by this EULA. If you do not accept this EULA's terms and conditions, you may not access, browse or use the Service.

AS FURTHER DESCRIBED BELOW, THIS EULA REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

1. Changes to this EULA. You understand and agree that MID-SERV Solutions LLC may change this EULA at any time without prior notice; provided that MID-SERV Solutions LLC will endeavor to provide you with prior notice of any material changes. You may read a current, effective copy of this EULA at any time by selecting the appropriate link on the Service. The revised terms and conditions will become effective at the time of posting. Any use of the Service after such date will constitute your acceptance of such revised terms and conditions. If any change to this EULA is not acceptable to you, then your sole remedy is to stop accessing, browsing and otherwise using the Service. The terms of this EULA will govern any updates MID-SERV Solutions LLC provides to you that replace and/or supplement any portion of the Service, unless the upgrade is accompanied by a separate license or revised EULA, in which case the terms of that license or revised EULA will govern. Notwithstanding the preceding sentences of this Section. No revisions to this EULA will apply to any dispute between you and MID-SERV Solutions LLC that arose prior to the effective date of such revision.
2. Privacy Policy. Your access to and use of the Service is subject to MID-SERV Solutions LLC's Privacy Policy located at <u>www.MID-SERV Solutions LLC.co/privacy-policy</u> ("Privacy Policy"), which is incorporated herein by reference.

3. Eligibility. THE SERVICE IS NOT FOR PERSONS UNDER THE AGE OF 13 OR FOR ANY USERS PREVIOUSLY SUSPENDED OR REMOVED FROM THE SERVICE BY MID-SERV Solutions LLC. IF YOU ARE UNDER 18 YEARS OF AGE, YOU MUST NOT USE OR ACCESS THE SERVICE AT ANY TIME OR IN ANY MANNER. By using the Service, you affirm that you are at least 18 years of age.

1. The Service.
    1. Description. The Service provides independent <u>delivery</u> professionals ("Delivery Professionals") with a network through which Delivery Professionals can provide <u>delivery services</u> (each such <u>delivery</u> service is a "Project"). Any person who accesses and/or uses the Service to connect with a Delivery Professional is a "Customer." MID-SERV Solutions LLC does not provide professional services. MID-SERV Solutions LLC offers tools, information, and a method for Customers to obtain services, but does not, nor does it intend, provide such services.
    2. Limitations. MID-SERV Solutions LLC DOES NOT PROVIDE TRANSPORTATION SERVICES. WE ARE NOT A TRANSPORTATION CARRIER OR A <u>MOVING</u> OR <u>HAULING</u> OF FREIGHT CARRIER. IT IS UP TO CUSTOMERS AND DELIVERY PROFESSIONALS TO OFFER AND PROVIDE THE PICK-UP, CARRY, AND <u>DELIVERY SERVICES</u> THAT MAY BE SCHEDULED THROUGH USE OF THE SERVICE. MID-SERV Solutions LLC OFFERS INFORMATION AND A PLATFORM TO FACILITATE ARRANGEMENT OF PICK-UP, CARRY, AND <u>DELIVERY SERVICES</u>, BUT DOES NOT, AND DOES NOT INTEND TO, PROVIDE TRANSPORTATION SERVICES OR ACT IN ANY WAY AS A TRANSPORTATION CARRIER OR A <u>MOVING</u> OR <u>HAULING</u> OF FREIGHT CARRIER. WE HAVE NO RESPONSIBILITY OR LIABILITY FOR ANY PICK-UP, CARRY, OR <u>DELIVERY SERVICES</u> PROVIDED TO YOU THROUGH THE SERVICE.
    3. Mobile Services. The App may offer the Service via a mobile phone, tablet or other wireless device (collectively, "Mobile Services"). Your mobile carrier's normal messaging, data, and other rates and fees will apply to your use of the Mobile Services. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your mobile carrier, and not all Mobile Services may work with all carriers or devices. Therefore, you are solely responsible for checking with your mobile carrier to determine if the Mobile Services are available for your mobile device(s), what restrictions, if any, may be applicable to your use of the Mobile Services, and how much they will cost you. Nevertheless, all use of the App and the related Mobile Services must be in accordance with this EULA.
2. Registration.
    1. Accounts. To use the Service, you must create an account (an "Account"). The information required to create an Account may vary depending on if you create an Account as a Delivery Professional or a Customer. If you create an Account as a Delivery Professional, you will also be required to agree to the Agreement for Delivery Professionals to engage MID-SERV Solutions LLC for its Services and other terms that will be made available to you during the Account creation

process. You are solely responsible for maintaining the confidentiality and security of your username and password, and you will remain responsible for all use of your username and password, and all activity emanating from your Account, whether or not you authorized the activity. If you use the Service on behalf of a company, entity, or organization (each an "Organization"), then you represent and warrant that you: (i) are an authorized representative of that Organization with the authority to bind such entity to the EULA and (ii) agree to be bound by the EULA on behalf of such Organization.

2. Theft of Credentials. If your username or password is lost or stolen, or if you believe that unauthorized third parties have accessed your Account, then notify MID-SERV Solutions LLC immediately at customerservice@MID-SERV Solutions LLC.co, and change your password at the earliest opportunity. MID-SERV Solutions LLC will not be liable for any loss or damage arising from unauthorized use of your credentials prior to you notifying MID-SERV Solutions LLC of the unauthorized use or loss of your credentials.

3. Rules for Customers. The terms in this Section 4 apply to Customers and not to Delivery Professionals.

   1. Requesting Projects. In order to request a Project, you will have to specify certain information about the Project, which may include: the pick-up address, the destination address, the items you are requesting to be lifted, delivered or moved ("Items"), contact information and the date and time of pick-up. Using the address you provide, MID-SERV Solutions LLC will use commercially reasonable efforts to connect you with a Delivery Professional to perform the Project for you and will provide them applicable details regarding the Project. If no Delivery Professionals are available, MID-SERV Solutions LLC will notify you that there are no Delivery Professionals available to perform the Project, at which point we will have no further obligation to attempt to connect you to a Delivery Professional for the applicable Project.

   2. Prohibited Items. YOU MAY NOT, UNDER ANY CIRCUMSTANCES, HAVE ANY OF THE FOLLOWING TRANSPORTED: accounts, bills, debts, evidence of debt, letters of credit, passports, documents, railroad or other tickets, notes, money, securities, currency, bullion, precious stones, jewelry and/or other similar valuable articles, items valued at more than $40,000 (forty thousand dollars), paintings, statuary and other works of art, manuscripts, mechanical drawings, live animals, tobacco, cigars, cigarettes, stolen items, people, grandfather clocks, fireworks, drugs, guns, weapons, extremely heavy and bulky items such as pianos, hot tubs/saunas, billiard tables, concrete slabs, gun safes, any item considered illegal according to federal, state or local laws, non-ferrous metal in scrap and/or ingot form, or furs and skins. Some states including Georgia do not allow the transportation of used goods from home to home. Users must refer to and comply with MID-SERV Solutions LLC's Hazardous Materials Policy prior to shipping any hazardous materials or substances.

   3. A DELIVERY PROFESSIONAL HAS THE RIGHT TO OPEN AND INSPECT ANY BOX AND MAY REFUSE TO PERFORM THE PROJECT, OR TO INTERCEPT, HOLD, OR RETURN ANY ITEMS, WHEN, AMONG OTHER REASONS, THE DELIVERY PROFESSIONAL, IN HIS OR HER SOLE

REASONABLE DISCRETION, DETERMINES THAT IT IS UNSAFE OR ECONOMICALLY OR OPERATIONALLY IMPRACTICABLE TO PERFORM THE PROJECT, OR THAT THE SERVICE IS BEING USED IN VIOLATION OF FEDERAL, STATE, OR LOCAL LAW, OR FOR FRAUDULENT PURPOSES. THE SERVICE IS NOT INTENDED TO BE USED FOR THE <u>DELIVERY</u> OF ANY PROHIBITED GOODS AND MID-SERV Solutions LLC WILL COOPERATE FULLY WITH ANY LAW ENFORCEMENT INVESTIGATION REGARDING ANY PROHIBITED GOODS DELIVERED THROUGH USE OF THE SERVICE.

4. Fees. The base fee for each Project will be displayed to you on the Service, and include expenses that may be incurred by the Delivery Professional in the normal course of completing your Project, including, without limitation, any tolls (collectively, "Base Fees"). The Project will begin when Delivery Professional begins loading cargo and the Project will end once Delivery Professional has safely unloaded all cargo and confirmed the Base Fee is correct through the functionality provided via the Service. MID-SERV Solutions LLC is not responsible for any actions performed by Delivery Professional that occur after the Project is complete.

5. Payment. Unless otherwise agreed, MID-SERV Solutions LLC accepts credit cards through our third party payment processor. Base Fees are due immediately upon reservation. If you cancel a project with more than 24 hours notice before the project start time you will be charged a $10 fee per delivery professional. If you cancel a project with less than 24 hours notice from the project start time you will be charged a cancellation fee based on the vehicle type and the number of delivery professionals requested. These cancellation fees are designed to compensate delivery professionals for any time or gas spent toward meeting the obligations of the now-canceled project. The fees are: Courier: $15, Helper: $20, Pickup Truck: $25, Cargo Van: $40, Box Truck: $70. If you have requested two delivery professionals, you will only be charged for canceling if both parts of your project have been accepted. ALL BASE FEES AND CANCELLATION FEES ARE NON-REFUNDABLE.

6. Insurance and Liability. Your maximum claim for damages of any or all Items to be delivered for a particular Project will be the lower of the declared value of the Items that you specified when requesting the Project or $40,000 (in aggregate) for any verifiable damage to the Items that occurred during performance of the applicable Project. If a project is to transport home goods as defined by the NMFTA are used, (used in this case would mean opened or unoriginal packaging for the cargo and/or transporting the cargo to/from a residential dwelling), MID-SERV Solutions LLC will cover up to $.60/lb for the entire cargo shipment. New cargo (new in this scenario means unopened original packaging being transported from the original business the product was purchased at) will be covered at actual cash value. A misrepresentation after a loss as to a single material fact will forfeit the entire insurance contract. Once caught in a small fraud, Customer will not be entitled to payment for any part of the damage claim. MID-SERV Solutions LLC will make commercially reasonable efforts to collect any money owed to Customers from Delivery Professional(s). Used items other than household goods

will be reimbursed at the current depreciated value. In no event shall Carrier be liable for loss of profit, income, interest, attorney fees, or any special, incidental or consequential damages. As a condition precedent to recovery, a claim for any loss or damage must be filed in writing with MID-SERV Solutions LLC within nine (9) months after delivery. Claims must be filed on MID-SERV Solutions LLC's website https://www.mid-serv.com/contact-us . If you or someone you designate, who is not an active MID-SERV Solutions LLC Delivery Professional, assists in the delivery (including but not limited to loading, unloading, and moving) of the cargo that becomes damaged during a Project, the Delivery Professional will be responsible for only half of the damage claim amount related to replacing or repairing the damaged item(s) or property.

7. Undeliverable Items. Delivery Professionals will make commercially reasonable efforts to deliver Items for Customer. If Delivery Professional is unable to safely deliver Items to Customer's selected destination the Delivery Professional will attempt to return items to the Customer's chosen pickup location at the Customer's expense. If Delivery Professional is unable to return item to the pickup location and Delivery Professional is forced to hold onto Customer's Item then the Customer will be charged a storage fee of $100 per calendar day until the item is able to be delivered to Customer.

8. Payment Processor
    1. Users make their contracts directly with other users, not with MID-SERV Solutions LLC. Fees (including Base Fees) for using the Service will be processed via MID-SERV Solutions LLC's third party payment processor. Our payment processor may require you to read and agree to its standard terms and conditions.
    2. MID-SERV Solutions LLC reserves the right, in its sole discretion (but not the obligation), to (i) place on hold any payment, or (ii) refund, provide credits or arrange for our payment processor to do so. Users are liable for any taxes (including VAT, if applicable) required to be paid on their use of the Service or on any related payment received (other than taxes on MID-SERV Solutions LLC's income).
    3. MID-SERV Solutions LLC will authorize and place a hold on customer's credit card at the time the order is received by MID-SERV Solutions LLC. The authorized amount will be for a minimum of $100.00 or the higher end of the estimated delivery cost if the estimate is greater than $100.00.

9. Intellectual Property Rights
    1. License. The Service is licensed, not sold, to you for use only under the terms of this EULA. MID-SERV Solutions LLC reserves all rights not expressly granted to you. Subject to your complete and ongoing compliance with this EULA, MID-SERV Solutions LLC hereby grants you a personal, limited, revocable, non-transferable license to access and use the Service.
    2. Content. Except for User Content (as defined below), the content made available on or through the Service, including without limitation, any text, graphics, photos, software, and interactive features, may be protected by copyright or other intellectual property rights and owned by MID-SERV

Solutions LLC or MID-SERV Solutions LLC's third party licensors (the "MID-SERV Solutions LLC Content"). You may not copy, reproduce, upload, republish, transmit, post or distribute any materials from the Service in any way without prior express written permission of the copyright owner of such material or as otherwise specified in this EULA or permitted by the Service's functionalities. You may not modify or use any materials obtained from or available through the Service unless you have obtained the applicable copyright owner's prior express written authorization. MID-SERV Solutions LLC solely owns all design rights, databases and compilation and other intellectual property rights in and to the Service, in each case whether registered or unregistered, and related goodwill.

3. Marks. The MID-SERV Solutions LLC trademarks, service marks, and logos (the "MID-SERV Solutions LLC Trademarks") used and displayed on the Service are MID-SERV Solutions LLC's registered and unregistered trademarks or service marks. Other product and service names located on the Service may be trademarks or service marks owned by third parties (the "Third-Party Trademarks," and, with the MID-SERV Solutions LLC Trademarks, the "Trademarks"). Nothing on the Service or in this EULA should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed on this Service without MID-SERV Solutions LLC's prior express written consent for each individual use. You may not use the Trademarks to disparage MID-SERV Solutions LLC or the applicable third-party, MID-SERV Solutions LLC's or a third-party's products or services, or in any manner (using commercially reasonable judgment) that may damage any goodwill in the Trademarks. You may not use any Trademarks as part of a link to or from any Service without MID-SERV Solutions LLC's prior express written consent. All goodwill generated from the use of any MID-SERV Solutions LLC Trademark will inure solely to MID-SERV Solutions LLC's benefit.

4. Restrictions. You may not sell, transfer, assign, license, sublicense, or modify the MID-SERV Solutions LLC Content or App, and you may not reproduce, display, publicly perform, make a derivative version of, distribute, or otherwise use the MID-SERV Solutions LLC Content in any way for any public purpose. The use or posting of any of the MID-SERV Solutions LLC Content on any other website or in a networked computer environment for any purpose is expressly prohibited. In addition, you also may not attempt to derive the source code of, modify, or create derivative works of the App, any updates, or any part thereof (except as and only to the extent any of the foregoing restrictions are prohibited by applicable law). If you violate any part of this EULA, then your right to access and/or use the MID-SERV Solutions LLC Content and Service will automatically terminate and you must immediately destroy any copies you have made of the MID-SERV Solutions LLC

10. User Content.

1. Definition. "User Content" means any content that users upload, post or transmit (collectively, "Post") to or through the Service including, without limitation, literary works, photographs, audiovisual works, artwork and any other work subject to protection under the laws of the United States or any other jurisdiction, including, but not limited to, patent, trademark, trade secret, and copyright laws.

2. Screening User Content. MID-SERV Solutions LLC offers users the ability to submit User Content to the Service. MID-SERV Solutions LLC does not pre-screen any User Content, but reserves the right to refuse or delete any User Content in its sole discretion. In addition, MID-SERV Solutions LLC has the right, but not the obligation, in its sole discretion to refuse or delete any User Content that it reasonably considers to violate this EULA or be otherwise illegal or inappropriate. MID-SERV Solutions LLC does not guarantee the accuracy, integrity or quality of any User Content, and under no circumstances will MID-SERV Solutions LLC be liable in any way for any User Content, including liability for any errors or omissions in any User Content or for any loss or damage of any kind incurred as a result of the use of any User Content uploaded, posted, emailed or otherwise transmitted via the Service.

3. Intellectual Property Rights. YOU RETAIN OWNERSHIP OF ANY RIGHTS YOU MAY HAVE IN YOUR USER CONTENT AND SUBMITTING YOUR USER CONTENT TO THE SERVICE DOES NOT TRANSFER OWNERSHIP OF YOUR RIGHTS.

4. Licenses to User Content. You hereby grant MID-SERV Solutions LLC an unrestricted, assignable, sublicensable, revocable, royalty-free license throughout the universe to reproduce, distribute, publicly display, communicate to the public, publicly perform (including by means of digital audio transmissions and on a through-to-the-audience basis), make available, create derivative works from, retransmit from External Sites (as defined below), and otherwise exploit and use ("Use") all User Content you Post to or through the Service by any means, through any media and formats now known or hereafter developed, for the purpose of providing the Service as authorized by this EULA. You further grant MID-SERV Solutions LLC a royalty-free license to use your user name, image, and likeness to identify you as the source of any of your User Content. You must not post any User Content on or through the Service or transmit to MID-SERV Solutions LLC any User Content that you consider to be confidential or proprietary.

5. You Must Have Rights to the Content You Post. You must not Post any User Content to the Service if you are not fully authorized to grant rights in all of the elements of the User Content you intend to Post to the Service. You represent and warrant that: (i) you own the User Content Posted by you on or through the Service or otherwise have the right to grant the license set forth in this EULA; (ii) the Posting and Use of your User Content on or through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights, intellectual property rights, or

any other third party's rights; (iii) the Posting of your User Content will not require us to obtain any further licenses from or pay any royalties, fees, compensation or other amounts or provide any attribution to any third parties; and (iv) the Posting of your User Content on the Service does not result in a breach of contract between you and a third party.

6. Waiver of Rights to User Content. By Posting User Content to or through the Service, you waive any rights to prior inspection or approval of any marketing or promotional materials related to such User Content. You also waive any and all rights of privacy, publicity, or any other rights of a similar nature in connection with your User Content. To the extent any moral rights are not transferable or assignable, you hereby waive and agree never to assert any and all moral rights, or to support, maintain or permit any action based on any moral rights that you may have in or with respect to any User Content you Post to or through the Service.

7. Customer acknowledges and agrees that Delivery Professionals engaged by MID-SERV Solutions LLC may take photographs of the cargo delivered inside and/or outside the destination address(es) of a Project.

    1. Customer understands that these photographs may include images captured inside their home or business premises and may be used by MID-SERV Solutions LLC for verification and proof-of-delivery purposes.

    2. While MID-SERV Solutions LLC takes appropriate measures to maintain the privacy and security of its customers, Customer acknowledges that taking photographs inside their home or business carries a certain level of risk. Therefore, Customer agrees to hold MID-SERV Solutions LLC harmless and releases it from any liability arising out of any inadvertent disclosure or misuse of such photographs.

    3. Customer acknowledges that the photographs taken by the Delivery Professionals are the sole property of MID-SERV Solutions LLC and may be used for various purposes, including but not limited to, internal training, quality assurance, dispute resolution, or marketing materials. However, Customer's personal information or identifiable details will be masked or anonymized to protect their privacy.

    4. Customer has the right to request deletion or removal of the photographs taken by the Delivery Professionals, provided that the request is made in writing to MID-SERV Solutions LLC's customer support team within a reasonable timeframe after the delivery. However, Customer understands that MID-SERV Solutions LLC may retain such photographs for a certain period of time as required by law or for business purposes.

8. No Liability. For the avoidance of doubt, MID-SERV Solutions LLC will not be liable for any unauthorized use of User Content by any other user or third party.

11. Restrictions on Use of the Service.In using the Service, you agree not to:

1. take any action that imposes an unreasonable load on the Service's infrastructure;
2. use any device, software or routine to interfere or attempt to interfere with the proper working of the Service, or any activity conducted on the Service;
3. attempt to decipher, decompile, disassemble or reverse engineer any of the software comprising or making up the Service;
4. alter, deface, mutilate, or otherwise bypass any approved software through which the Service is made available;
5. use any trademarks, service marks, design marks, logos, photographs, or other content belonging to MID-SERV Solutions LLC;
6. access, tamper with, or use non-public areas of the Service, MID-SERV Solutions LLC's (and its hosting company's) computer systems and infrastructure, or the technical delivery systems of MID-SERV Solutions LLC's providers;
7. harass, abuse, harm, or advocate or incite harassment, abuse, or harm of another person or group, including MID-SERV Solutions LLC employees;
8. provide any false personal information to MID-SERV Solutions LLC;
9. create a false identity or impersonate another person or entity in any way;
10. restrict, discourage, or inhibit any person from using the Service, disclose personal information about a third person on the Service or obtained from the Service without the consent of that person, or collect information about users of the Service;
11. gain unauthorized access to the Service, to other users' accounts, names, or personally identifiable information, or to other computers or websites connected or linked to the Service;
12. post, transmit or otherwise make available any virus, worm, spyware, or any other computer code, file, or program that may or is intended to disable, overburden, impair, damage, or hijack the operation of any hardware, software, or telecommunications equipment, or any other aspect of the Service or communications equipment and computers connected to the Service;
13. interfere with or disrupt the Service, networks, or servers connected to the Service or violate the regulations, policies or procedures of those networks or servers;
14. do anything that causes MID-SERV Solutions LLC to become subject to regulation as a transportation carrier or provider of taxi services.
15. violate any applicable federal, state, or local laws or regulations or the terms of this EULA; or
16. assist or permit any persons in engaging in any of the activities described above.

1. External Sites. The Service may contain links to third party websites ("External Sites"). These links are provided solely as a convenience to you and not as an endorsement by us of the content on such External Sites. The content of such External Sites is developed and provided by others. MID-SERV Solutions LLC is not responsible for the content of any

linked External Sites and makes no representations regarding the content or accuracy of any materials on such External Sites. If you decide to access any External Sites, you do so at your own risk.

2. Feedback. We pride ourselves on paying close attention to the interests, feedback, comments, and suggestions we receive from our users. If you choose to contribute by sending MID-SERV Solutions LLC or our employees any ideas for products, services, features, modifications, enhancements, content, refinements, technologies, content offerings (such as audio, visual, games, or other types of content), promotions, strategies, or product/feature names, or any related documentation, artwork, computer code, diagrams, or other materials (collectively "Feedback"), then regardless of what your accompanying communication may say, the following terms will apply, so that future misunderstandings can be avoided. By sending Feedback to MID-SERV Solutions LLC, you agree that:
    1. MID-SERV Solutions LLC has no obligation to review, consider, or implement your Feedback, or to return to you all or part of any Feedback for any reason;

1. Feedback is provided on a non-confidential basis, and MID-SERV Solutions LLC has no obligation to keep any Feedback you send confidential or to refrain from using or disclosing it in any way; and

1. You irrevocably grant MID-SERV Solutions LLC perpetual and unlimited permission to reproduce, distribute, create derivative works of, modify, publicly perform (including on a through-to-the-audience basis), communicate to the public, make available, publicly display, and otherwise use and exploit the Feedback and derivatives thereof for any purpose and without restriction, free of charge and without attribution of any kind, including by making, using, selling, offering for sale, importing, and promoting commercial products and services that incorporate or embody Feedback, whether in whole or in part, and whether as provided or as modified.

1. Dispute Resolution.
    1. Generally. In the interest of resolving disputes between you and MID-SERV Solutions LLC in the most expedient and cost effective manner, you and MID-SERV Solutions LLC agree that any dispute arising out of or in any way related to this EULA or your use of the Service will be resolved by binding arbitration. Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. This agreement to arbitrate disputes includes all claims arising out of or in any way related to this EULA or your use of the Service, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of this EULA. YOU UNDERSTAND AND

AGREE THAT, BY ENTERING INTO THIS EULA, YOU AND MID-SERV Solutions LLC ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

2. Exceptions. Despite the provisions of the Section entitled "Generally" directly above, nothing in this EULA will be deemed to waive, preclude, or otherwise limit the right of either party to: (i) bring an individual action in small claims court; (ii) pursue an enforcement action through the applicable federal, state, or local agency if that action is available; (iii) seek injunctive relief in a court of law; or (iv) to file suit in a court of law to address an intellectual property infringement claim.

3. Arbitrator. Any arbitration between you and MID-SERV Solutions LLC will be governed by the Federal Arbitration Act, and governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this EULA, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting the MID-SERV Solutions LLC. The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement.

4. Notice; Process. A party who intends to seek arbitration must first send a written notice of the dispute to the other party by U.S. Mail or electronic mail ("Notice"). MID-SERV Solutions LLC's address for Notice is: mdssupt@gmail.com. The Notice must: (i) describe the nature and basis of the claim or dispute; and (ii) set forth the specific relief sought ("Demand"). The parties will make good faith efforts to resolve the claim directly, but if the parties do not reach an agreement to do so within 30 days after the Notice is received, you or MID-SERV Solutions LLC may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by you or MID-SERV Solutions LLC must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. If the dispute is finally resolved through arbitration in your favor, MID-SERV Solutions LLC will pay you the highest of the following: (A) the amount awarded by the arbitrator, if any; (B) the last written settlement amount offered by MID-SERV Solutions LLC in settlement of the dispute prior to the arbitrator's award; or (C) $15,000.

5. Fees. If you commence arbitration in accordance with this EULA, MID-SERV Solutions LLC will reimburse you for your payment of the filing fee, unless your claim is for more than $15,000 or as set forth below, in which case the payment of any fees will be decided by the AAA Rules. Any arbitration hearing will take place at a location to be agreed upon in New York, New York, but if the claim is for $15,000 or less, you may choose whether the arbitration will be conducted: (i) solely on the basis of documents submitted to the arbitrator; (ii) through a non-appearance based telephone hearing; or (iii) by an in-person hearing as established by the AAA Rules in the county (or parish) of your billing address. If the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the

standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. In that case, you agree to reimburse MID-SERV Solutions LLC for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

6. No Class Actions. YOU AND MID-SERV Solutions LLC AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and MID-SERV Solutions LLC agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

7. Modifications to this Arbitration Provision. If MID-SERV Solutions LLC makes any future change to this arbitration provision, other than a change to MID-SERV Solutions LLC's address for Notice, you may reject the change by sending us written notice within 30 days of the change to MID-SERV Solutions LLC's address for Notice, in which case this arbitration provision, as in effect immediately prior to the changes you rejected, will continue to govern any disputes between you and MID-SERV Solutions LLC.

8. Enforceability. If the Section entitled "No Class Actions" is found to be unenforceable or if the entirety of this Section 10 is found to be unenforceable, then the entirety of this Section 10 will be null and void and, in that case, the parties agree that the exclusive jurisdiction and venue described directly below will govern any action arising out of or related to this EULA or your use of the Service.

9. Choice of Law; Venue. This EULA will be governed and construed in accordance with the laws of the State of California, excluding its conflicts of law rules. For any lawsuit or court proceeding permitted under this EULA, you and MID-SERV Solutions LLC agree to submit to the personal and exclusive jurisdiction and venue of the courts located in San Diego County, California.

2. Limitation of Liability and Disclaimer of Warranties.

1. TO THE FULLEST EXTENT PERMITTED BY LAW, MID-SERV Solutions LLC, ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS (COLLECTIVELY, THE "MID-SERV Solutions LLC PARTIES") MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE SERVICE AND ANY CONTENT AVAILABLE ON THE SERVICE, INCLUDING BUT NOT LIMITED, TO THE ACCURACY, RELIABILITY, COMPLETENESS, TIMELINESS OR RELIABILITY THEREOF. THE MID-SERV Solutions LLC PARTIES WILL NOT BE SUBJECT TO LIABILITY FOR THE TRUTH, ACCURACY OR COMPLETENESS OF ANY CONTENT OR ANY OTHER

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