

TOW2GO TERMS AND CONDITIONS

Last updated: February 5, 2018

PLEASE READ THESE USER TERMS CAREFULLY BEFORE DOWNLOADING THE TOW2GO APPLICATION AND/OR USING OUR WEBSITE AND/OR SERVICE.

The TOW2GO Terms and Conditions (“User Terms”) constitute a legally binding agreement between Tow2Go Technologies, Inc. (“TOW2GO” “we”, “us”, or “our”), the owner and operator of the www.Tow2GoForHelp.com website and its related software application and platform (hereafter, collectively referred to as the “TOW2GO Service”) and you (“you” or “your”), the user of the TOW2GO Service. BY USING THE TOW2GO SERVICE IN ANY FORM OR FASHION (INCLUDING, WITHOUT LIMITATION, NAVIGATING TOW2GOFORHELP.COM OR UTILIZING THE TOW2GO MOBILE APPLICATION OR ONLINE PLATFORM), YOU ACKNOWLEDGE AND AGREE TO THESE USER TERMS, AND TOW2GO PRIVACY POLICY, WHICH CAN BE FOUND AT [HTTP://WWW.TOW2GOFORHELP.COM/PRIVACY-POLICY/](http://WWW.TOW2GOFORHELP.COM/PRIVACY-POLICY/) AND WHICH ARE INCORPORATED HEREIN BY REFERENCE. IF YOU DO NOT AGREE WITH ANY OF THESE TERMS, YOU MAY NOT USE THE TOW2GO SERVICE.

THE USER TERMS ARE INTENDED FOR ALL USERS OF THE TOW2GO SERVICE, INCLUDING THOSE WHO ARE SIMPLY NAVIGATING THE WEBSITE OR THOSE WHO REGISTER AN ACCOUNT. HOWEVER, DIFFERENT SECTIONS OF THE USER TERMS AFFECT USERS DIFFERENTLY, SO PLEASE BE SURE TO READ THESE TERMS AND CONDITIONS CAREFULLY.

1. TOW2GO Service Overview.

TOW2GO provides an online platform whereby users can connect with vendors who offer roadside assistance and tow services (hereafter, “Providers”). Users can access the TOW2GO Service through the use of the [Tow2GoForHelp.com](http://www.Tow2GoForHelp.com) website or TOW2GO mobile application and can be accessed by you on your single mobile device (smart phone) or computer. TOW2GO is not directly involved in or otherwise a party to any transactions that may take place between users and Providers. TOW2GO has no control over the quality, safety, or legality of any aspect of Providers’ services or offerings or any claims made by Providers about the services they offer, the truth or accuracy of warranties or pricing supplied by Providers to TOW2GO, the ability of Providers to provide the services offered, or the ability of users to pay for Provider’s services. TOW2GO does not conduct background checks regarding any users or Providers. TOW2GO is not a broker, agent or insurer for any users or Providers. TOW2GO makes no representations, warranties or guarantees regarding any content or information provided by users or Providers. We encourage you to communicate directly with potential transaction partners through the tools available through the TOW2GO Services. All purchases made by users from Providers are made at each party’s own

risk. TOW2GO has customer information and privacy policies as set forth in its Privacy Policy <http://Tow2Goforhelp.com/privacy-policy/>, which is fully incorporated herein by reference.

2. Registration for TOW2GO Service.

Registration with the TOW2GO Service is subject to the following additional terms and conditions:

(a) Eligibility: By registering with TOW2GO, you represent and warrant that all registration information you submit, including, without limitation, your first and last name, mobile telephone number, vehicle information (make, model, year, etc.), and credit card or financial account payment information is completely accurate and truthful. TOW2GO may, in our sole discretion, refuse to offer access to or use of the TOW2GO Services to any party and change the eligibility criteria at any time. By registering with TOW2GO, you represent that if you are an individual, you are of legal age to enter into a binding contract and that if you are registering on behalf of a legal entity, that you are authorized to enter into, and bind the entity to, these User Terms and register for the TOW2GO Service.

(b) Security of Registration Information: You are solely responsible for maintaining the security and correctness of your registration information. You are fully responsible for all activity, liability and damage resulting from your failure to maintain password confidentiality. You agree to immediately notify TOW2GO of any unauthorized use of your password or any breach of security. You also agree that TOW2GO shall not be liable for any loss or damage arising from your failure to keep your password secure.

(c) Compliance: You agree to comply with all local laws regarding online conduct and acceptable content. In addition, you must abide by our policies as stated in the User Terms as well as all other operating rules, policies and procedures that may be published from time to time via the TOW2GO Service, each of which is incorporated herein by reference and each of which may be updated by TOW2GO from time to time without notice to you.

3. How to use the TOW2GO Service.

The TOW2GO Service offers you a platform to send a request for roadside assistance or tow services to a Provider. The GPS receiver, which should be installed on the mobile device (smart phone), or Internet Protocol address on your computer, requests your permission to detect your location and sends your location information to the relevant Provider. The Provider has sole and complete discretion to accept or reject each request for service. The Provider also has sole and complete discretion over whether to use the TOW2GO Service to receive the leads generated through the TOW2GO platform. If the Provider accepts a request, the TOW2GO mobile application notifies you and provides information regarding the Provider – including vehicle information, and the ability to contact the Provider by telephone.

Once you select a Provider, please note the following:

PAYMENT AUTHORIZATION: TOW2GO will place an immediate payment authorization to your credit card account in the estimated amount of the service (or in the case of roadside assistance, the amount quoted in the TOW2GO mobile application). However, the ultimate charge to your credit card account will be for the actual cost of the service.

CANCELLATION

You may cancel your order within 5 minutes of the Provider dispatching a truck to your location at no cost to you.

If more than 5 minutes have elapsed after the Provider dispatched a truck and prior to driver arriving on scene, cancellation is subject to payment of a \$30 non-refundable charge.

You will be charged the full amount of the quoted service price for any of the following cancellation instances/reasons: driver is on scene and you cancel for any reason; driver determines you have inaccurately stated the conditions of your vehicle thus the cost of service will be higher than initially quoted and you cancel service; you are Gone On Arrival (GOA) and/or fail to cancel service.

ADDITIONAL CHARGES:

To the extent your description of the services needed and/or conditions impacting your vehicle are deficient, inaccurate or otherwise misstated and/or the services required are more extensive than your description indicated, the price quote provided through the TOW2GO mobile application shall not be binding and you are responsible for paying for any additional services needed and/or requested.

For the avoidance of doubt: TOW2GO itself does not provide any roadside assistance or tow services, and TOW2GO is not a services carrier. Any roadside assistance and/or tow services are through the Provider. TOW2GO solely provides the platform through which you and the Provider can learn about each other. The provision of the services by the Provider to you is therefore subject to any agreement that you choose to enter into with the Provider. TOW2GO is never a party to any such agreement and you hereby agree to release TOW2GO from all liability and claims arising from any acts or omissions of Provider.

4. Your Use of the TOW2GO Service.

By using the TOW2GO Services, you agree to the following restrictions on your use of the TOW2GO Service:

You warrant that the information you provide to TOW2GO is accurate and complete. TOW2GO is entitled at all times to verify the information that you have provided and to refuse the TOW2GO Service for any reason or no reason. You may only access the TOW2GO Service using authorized means. TOW2GO is not liable if you do not have a compatible mobile device or

computer. TOW2GO reserves the right to terminate the TOW2GO Service should you attempt to access the TOW2GO Service with an incompatible or unauthorized device or computer.

You will only use the TOW2GO Service for your sole, personal use and will not resell it to a third party;

You will not authorize others to use your account;

You will not assign or otherwise transfer your account to any other person or legal entity;

You will not use an account that is subject to any rights of a person other than you without appropriate authorization;

You will not use the TOW2GO Service for unlawful purposes, including but not limited to sending or storing any unlawful material or for fraudulent purposes;

You will not use the TOW2GO Service to cause nuisance, annoyance or inconvenience;

You will not try to harm the TOW2GO Service or impair the proper operation of any related network, platform or application in any way whatsoever;

You will not copy, or distribute the TOW2GO Service or any portion or feature thereof without advance written permission from TOW2GO;

You will keep secure and confidential your account password or any identification we provide you which allows access to the TOW2GO Service;

You will provide us with whatever proof of identity we may reasonably request;

You will only use an access point or 3G data account (AP) which you are authorized to use;

You are aware that when requesting services by SMS if available in your jurisdiction), standard messaging charges will apply;

You will not use the TOW2GO Service with an incompatible or unauthorized device or computer;

You will comply with all applicable laws and regulations while using the TOW2GO Service. TOW2GO reserves the right to immediately terminate the TOW2GO Service should you not comply with any of the foregoing.

You will comply with all applicable law from your home nation, the country, state and/or city in which you are present while using the Application or Service. TOW2GO reserves the right to immediately terminate the Service and the use of the Application should you not comply with any of the foregoing.

5. Payment

Use of the TOW2GO Service without obtaining Provider services is free of charge for users. TOW2GO reserves the right to introduce certain fees in the future. However, TOW2GO shall provide you with prior written notice of such fees.

The rates for the services charged by Providers can be accessed through the TOW2GO Service. These may be modified or updated by TOW2GO from time to time. It is your own responsibility to remain informed about the current rates for the services.

You agree that you will pay for all services you purchase from the Provider, and that TOW2GO may charge your credit card account as provided by you when registering for the TOW2GO Service for the Provider services, including any taxes and late fees, as applicable, that may be accrued by or in connection with your account. You are responsible for the timely payment of all fees and for providing TOW2GO with a valid credit card account for payment of all fees at all times. All payments are non-refundable, subject to applicable law.

TOW2GO uses a third-party payment processor (the "Payment Processor") to link your credit card account to the TOW2GO Service. The processing of payments or credits, as applicable, in connection with your use of the TOW2GO Service will be subject to the terms, conditions and privacy policies of the Payment Processor and your credit card issuer in addition to these User Terms. TOW2GO is not responsible for any errors by the Payment Processor and you hereby agree to release TOW2GO from all liability arising from any acts or omissions of Payment Processor. In connection with your use of the TOW2GO Service, TOW2GO will obtain certain transaction details, which shall be maintained in accordance with TOW2GO's Privacy Policy.

6. No Employment/Agent/Broker Relationship.

TOW2GO is not an employment service and does not serve as an employer of any user of the Tow2Go Service or Provider. TOW2GO is not liable for any tax or withholding, including but not limited to unemployment insurance, employer's liability, social security or payroll withholding tax in connection with any use of the TOW2GO Service or Provider's services. No brokerage, agency, partnership, joint venture, employer-employee or franchisor-franchisee relationship is intended or created by these User Terms. Without limiting the foregoing, except as expressly set forth herein, TOW2GO is not acting and does not act as an agent or broker for any users, Providers, or any other user of the TOW2GO Service.

7. Indemnification.

By using the TOW2GO Service, you agree that you shall defend, indemnify and hold TOW2GO, its affiliates, its licensors, and each of their officers, directors, other users, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (a) your violation or breach of any term of these User Terms or any applicable law or regulation, whether or not referenced herein; (b) your violation of any rights of any third party, including Providers arranged via the TOW2GO Service, or (c) your use or misuse of the TOW2GO Service.

8. Liability Limitation.

BY USING THE TOW2GO SERVICE OR ANY PORTION THEREOF, YOU AGREE THAT TOW2GO AND ITS AFFILIATES SHALL NOT BE LIABLE TO YOU FOR: (i) ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), LOSS OF GOODWILL OR BUSINESS REPUTATION, LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS; AND (ii) ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU, INCLUDING, BUT NOT LIMITED TO, LOSS OR DAMAGE AS A RESULT OF (a) ANY CHANGES WHICH WE MAY MAKE TO THE TOW2GO SERVICE, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN PROVIDING THE TOW2GO SERVICE (OR ANY SERVICES OFFERED THROUGH OR FEATURES OF THE TOW2GO SERVICE), (b) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF THE TOW2GO SERVICE, (c) YOUR FAILURE TO PROVIDE TOW2GO WITH ACCURATE ACCOUNT INFORMATION, (d) YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL, (e) YOUR USE OR MISUSE OF THE TOW2GO SERVICE, (f) ERRORS, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION, AND/OR (g) HYPERLINKS TO WEB SITES OR CONTENT OR RESOURCES PROVIDED BY COMPANIES OR PERSONS OTHER THAN TOW2GO. THESE FOREGOING LIMITATIONS ON OUR LIABILITY SHALL APPLY WHETHER OR NOT WE HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

NOTWITHSTANDING THE FOREGOING, THE CUMULATIVE LIABILITY OF TOW2GO, ITS AFFILIATES, AGENTS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS TO YOU FOR ALL CLAIMS ARISING FROM OR RELATING TO THESE USER TERMS OR YOUR USE OF THE TOW2GO SERVICES, INCLUDING, WITHOUT LIMITATION, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, WILL NOT EXCEED \$100. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THESE USER TERMS HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE OR IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW FOR LIMITED LIABILITY OR EXCLUSION OF IMPLIED WARRANTIES, SO NOT ALL OF THE LIMITATIONS IN THESE USER TERMS MAY APPLY TO YOU. YOU ACKNOWLEDGE AND UNDERSTAND THAT THE DISCLAIMERS, EXCLUSIONS AND LIMITATIONS OF LIABILITY SET FORTH HEREIN FORM AN ESSENTIAL BASIS OF THE AGREEMENT BETWEEN THE PARTIES HERETO, THAT THE PARTIES HAVE RELIED UPON SUCH DISCLAIMERS, EXCLUSIONS AND LIMITATIONS OF LIABILITY, AND THAT ABSENT SUCH DISCLAIMERS, EXCLUSIONS AND LIMITATIONS OF LIABILITY, THE TERMS AND CONDITIONS OF THESE USER TERMS WOULD BE SUBSTANTIALLY DIFFERENT.

9. Disclaimer.

The information, recommendations and/or services provided to you on or through the TOW2GO Service is for general informational purposes only and does not constitute advice. TOW2GO does not guarantee continuous, uninterrupted access to the TOW2GO Service. Although TOW2GO attempts to maintain the integrity and accuracy of the information accessible through the TOW2GO Service, we make no guarantees as to its correctness, completeness, or accuracy. Portions of the TOW2GO Service may contain typographical errors, inaccuracies, or other errors or omissions. Also, unauthorized additions, deletions, or alterations could be made to the TOW2GO Service by other users or third parties without TOW2GO's knowledge. TOW2GO cannot and does not guarantee that (the contents of) the TOW2GO Services (including the Tow2GoForHelp.com website and the TOW2GO mobile application) are free of errors, defects, malware and viruses. TOW2GO reserves the right to cancel any payment, even if it has been previously confirmed by us in writing, as a result of incorrect or mistaken pricing or product or service description or other error. If we do cancel a payment, you will receive a full refund or credit as appropriate and you acknowledge and agree that a refund or credit is your sole remedy.

The quality of the services requested through the use of the TOW2GO Service is entirely the responsibility of the Provider who ultimately provides such services to you. TOW2GO under no circumstance accepts liability in connection with and/or arising from the services provided by the Provider or any acts, action, behavior, conduct, and/or negligence on the part of the Provider and you hereby agree to release TOW2GO from all liability and claims arising from the foregoing. Any complaints about the services provided by the Provider should therefore be submitted to the Provider.

TOW2GO AND ITS AFFILIATES PROVIDE THE TOW2GO SERVICE "AS IS" AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE TOW2GO SERVICE IS AT YOUR SOLE RISK AND THAT TOW2GO AND ITS AFFILIATES DO NOT REPRESENT OR WARRANT TO YOU THAT: (i) YOUR USE OF THE TOW2GO SERVICE WILL MEET YOUR REQUIREMENTS; (ii) YOUR USE OF THE TOW2GO SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR; (iii) ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE TOW2GO SERVICE WILL BE ACCURATE OR RELIABLE; AND (iv) THAT DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO YOU AS A PART OF THE TOW2GO SERVICE WILL BE CORRECTED. TOW2GO AND ITS AFFILIATES SPECIFICALLY DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, NO ADVICE OR INFORMATION (ORAL OR WRITTEN) OBTAINED BY YOU FROM TOW2GO OR ITS AFFILIATES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. SOME STATES DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMER MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

10. License Grant, Restrictions and Copyright Policy.

For purposes of these User Terms, the following definitions apply:

“Content” means all content featured or displayed, including, but not limited to, logos, icons, trademarks, text, graphics text, graphics, photographs, images, moving images, sound, illustrations, music, software (excluding the TOW2GO mobile application), opinion, remarks, comments, artwork, links, questions, suggestions, information or other materials.

“TOW2GO Content” means Content owned or used by TOW2GO, its affiliates or licensors and made available through the TOW2GO Service (including the Tow2GoForHelp.com website and TOW2GO mobile application), including any Content licensed from a third party, but excluding User Content.

“User Content” means Content that a TOW2GO user posts, uploads, publishes, submits or transmits to be made available on the Tow2Go website or through the TOW2GO Service.

“Collective Content” means, collectively, TOW2GO Content and User Content.

Subject to your compliance with these User Terms, TOW2GO grants you a limited, non-exclusive, non-transferable license:

to view, download and print any TOW2GO Content solely for your personal and non-commercial purposes; and to view any User Content to which you are permitted access solely for your personal and non-commercial purposes. You have no right to sublicense the license rights granted in this section.

You may not use, copy, adapt, modify, create derivative works of, distribute, license, sell, transfer, publicly display, publicly perform, reproduce, transmit, stream, broadcast or otherwise exploit the TOW2GO Service or Collective Content, except as expressly permitted in these User Terms. You may not reuse any Collective Content without first obtaining the written consent of TOW2GO. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by TOW2GO or its licensors, except for the licenses and rights expressly granted in these User Terms.

11. License Granted by User.

We may, in our sole discretion, permit users to post, upload, publish, submit or transmit User Content on the TOW2GO Service. User Content will be deemed non-confidential and non-proprietary. Accordingly, TOW2GO shall have the right and you hereby grant TOW2GO the non-exclusive, royalty-free, perpetual right to use, copy, publicly display, publicly perform, modify, create derivative works of and otherwise use or exploit, for any purpose, in any medium and throughout the world, any Content that you post, upload, publish, submit or transmit to be made available on the Tow2Go website or through the TOW2GO Service (“License Grant”). You represent and warrant that any Content posted or transmitted by you does not and will not infringe any third party rights, including any intellectual property rights, rights of privacy or

personality rights and does not contain any defamatory content. Furthermore, you represent and warrant that you have obtained all necessary permission to post any such Content and to grant TOW2GO the rights granted in the License Grant without restriction.

You acknowledge that TOW2GO only acts as a passive conduit for the distribution of the User Content and is not responsible or liable to you or to any third party for the content or accuracy of the User Content. TOW2GO does not continuously monitor User Content published by you or any other user or moderate between users and TOW2GO is under no obligation to do so. Without limiting the foregoing, you acknowledge and agree that any remarks, opinions, comments, suggestions and other information expressed or included in the User Content do not necessarily represent those of TOW2GO. Any use by you of the User Content is entirely at your own risk.

You agree to indemnify and hold harmless TOW2GO, its affiliates and licensors against all costs, expenses, damages, losses and liabilities incurred or suffered by TOW2GO or its affiliated companies related to any Content posted or transmitted by you or your other use of the TOW2GO Service.

TOW2GO reserves the right at its sole discretion to block or remove (in whole or in part) any User Content which TOW2GO believes is not in accordance with these User Terms (including materials which infringe or may infringe third party intellectual property rights, rights of privacy or personality rights), or is otherwise unacceptable to TOW2GO.

12. TOW2GO Mobile Application License.

Subject to your compliance with these User Terms, TOW2GO grants you a limited non-exclusive, non-transferable license to use the TOW2GO mobile application and to access the TOW2GO Service via a single mobile device or computer that you own or control and to run such copy of Tow2Go mobile application solely for your own personal use.

You shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Tow2Go mobile application in any way; (ii) modify or make derivative works based upon the TOW2GO Service or Tow2Go mobile application; (iii) create Internet “links” to the Service or “frame” or “mirror” the Tow2Go mobile application on any other server or wireless or Internet-based device; (iv) reverse engineer or access the Tow2Go mobile application in order to (a) design or build a competitive product or service, (b) design or build a product using similar ideas, features, functions or graphics of the TOW2GO Service or Tow2Go mobile application, or (c) copy any ideas, features, functions or graphics of the TOW2GO Service or Tow2Go mobile application, or (v) launch an automated program or script, including, but not limited to, web spiders, web crawlers, web robots, web ants, web indexers, bots, viruses or worms, or any program which may make multiple server requests per second, or unduly burdens or hinders the operation and/or performance of the TOW2GO Service or Tow2Go mobile application.

You shall not: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party

rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the TOW2GO Service or the data contained therein; or (v) attempt to gain unauthorized access to the TOW2GO Service or its related systems or networks.

TOW2GO will have the right to investigate and prosecute violations of any of the above to the fullest extent of the law. TOW2GO may involve and cooperate with law enforcement authorities in prosecuting users who violate these User Terms. You acknowledge that TOW2GO has no obligation to monitor your access to or use of the TOW2GO Service or Collective Content or to review or edit any Collective Content, but has the right to do so for the purpose of operating the TOW2GO Service, to ensure your compliance with these User Terms, or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body. TOW2GO reserves the right, at any time and without prior notice, to remove or disable access to any Collective Content that TOW2GO, at its sole discretion, considers to be in violation of these User Terms or otherwise harmful to the TOW2GO Service.

13. Intellectual Property Ownership.

TOW2GO (and its licensors, where applicable) own all right, title and interest, including all related intellectual property rights, in and to the TOW2GO Service (including the Tow2GoForHelp.com website and TOW2GO mobile application) and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the TOW2GO Service, in which you hereby assign all rights, title and interest to TOW2GO.

These User Terms do not constitute a sale and do not convey to you any rights of ownership in or related to the TOW2GO Service or any intellectual property rights owned by TOW2GO. TOW2GO's name, logo, and the product names associated with the TOW2GO Service are trademarks of TOW2GO, its affiliated companies or third parties, and no right or license is granted to use them.

14. App Store Sourced Application.

With respect to any application accessed through or downloaded from the Apple App Store ("App Store Sourced Application"), you agree that you will use the App Store Sourced Application only: (i) on an Apple-branded product that runs iOS (Apple's proprietary operating system software); and (ii) as permitted by the "Usage Rules" set forth in the Apple App Store Terms of Service. TOW2GO reserves all rights in and to the application not expressly granted to you under these User Terms.

You acknowledge and agree that (i) these User Terms are valid between you and TOW2GO only, and not Apple, and (ii) TOW2GO, not Apple, is solely responsible for the App Store Sourced Application and content thereof. Your use of the App Store Sourced Application must comply with the App Store Terms of Service.

You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App Store Sourced Application.

In the event of any failure of the App Store Sourced Application to conform to any applicable warranty, you may notify Apple, and Apple will, where applicable, refund the purchase price for the App Store Sourced Application to you and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App Store Sourced Application. As between TOW2GO and Apple, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of TOW2GO.

You and TOW2GO acknowledge that, as between TOW2GO and Apple, Apple is not responsible for addressing any claims you have or any claims of any third party relating to the App Store Sourced Application or your possession and use of the App Store Sourced Application, including, but not limited to: (i) product liability claims; (ii) any claim that the App Store Sourced Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

You and TOW2GO acknowledge that, in the event of any third party claim that the App Store Sourced Application or your possession and use of that App Store Sourced Application infringes that third party's intellectual property rights, as between TOW2GO and Apple, TOW2GO, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by this Agreement.

You and TOW2GO acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries relating to your license of the App Store Sourced Application, and that, upon your acceptance of these User Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce the rights under these User Terms as related to your license of the App Store Sourced Application against you as a third party beneficiary thereof.

Without limiting any other provisions of these User Terms, you must comply with all applicable third party terms of agreement when using the App Store Sourced Application.

15. Third Party Interactions.

During the use of the TOW2GO Service, links to websites that are owned and controlled by third parties may be provided from time to time in order to enter into correspondence with, purchase goods or services from, participate in promotions of third parties. These links take you off the TOW2GO Service and are beyond TOW2GO's control.

During use of the TOW2GO Service, you may enter into correspondence with, purchase goods and/or services from, or participate in promotions of third party service providers, advertisers or sponsors showing their goods and/or services through a link on the TOW2GO Service. These links take you off the TOW2GO Service and are beyond TOW2GO's control. The websites you can link to have their own separate terms and conditions as well as a privacy policy. TOW2GO is

not responsible and cannot be held liable for the content and activities of these websites. You therefore visit or access these websites entirely at your own risk.

Please note that these other websites may send their own cookies to users, collect data or solicit personal information, and you are therefore advised to check the terms of use or privacy policies on those websites prior to using them.

16. Termination of the Agreement.

The agreement between TOW2GO and you embodied by these User Terms may be terminated at any time.

If you wish to terminate the Agreement, you must permanently delete the TOW2GO mobile application installed on your smart phone, thus disabling your use of the TOW2GO Service.

TOW2GO is entitled to terminate the Agreement at any time and with immediate effect (by disabling your use of the TOW2GO Service). TOW2GO is not obliged to give notice of the termination of the Agreement in advance. After termination TOW2GO will give notice thereof if required by these User Terms.

17. Invalidity of one or more provisions.

If any provision of these User Terms should be held to be unenforceable or invalid for any reason, then such provision or portion thereof shall be modified or deleted in such manner as to render these User Terms (as modified) legal and enforceable to the maximum extent permitted under applicable laws.

18. Modification of the Service and User Terms.

TOW2GO may change these User Terms and will post the modified terms (which shall then become the agreement between you and TOW2GO) with the new effective date listed above. TOW2GO will also give you prior notice that the User Terms have been changed using the contact information provided by you. Therefore, you agree to keep your account information up-to-date. TOW2GO also encourages you to check the terms of these User Terms from time to time to see if they have been updated. If you do not agree to the modified User Terms, your sole recourse is to stop using the TOW2GO Services. Your continued use of the TOW2GO Services after the date the modified User Terms are posted will constitute your acceptance of the modified User Terms.

19. Notice.

TOW2GO may give notice by means of a general notice on the TOW2GO Service or mobile application, or by electronic mail to your email address on record in TOW2GO's account information, or by written communication sent by regular mail to your address on record in TOW2GO's account information.

20. Assignment.

You may not assign your rights under these User Terms without prior written approval of TOW2GO.

21. Applicable law and Dispute Resolution.

The User Terms and the resolution of any dispute related to these User Terms will be governed and interpreted by and under the laws of the State of California, without giving effect to any conflicts of laws principles that require the application of the law of a different state.

You and TOW2GO agree to resolve any disputes between us in accordance with this Section 21. If you believe that TOW2GO has not adhered to the User Terms or you have any dispute with TOW2GO, please contact TOW2GO using the contact information provided below. We will do our best to address your concerns and each party agrees to attempt to resolve any disputes with the other amicably.

Except as provided herein, you and TOW2GO agree that we will resolve any disputes between us that we cannot resolve as provided above through binding and final arbitration instead of through court proceedings. All such controversies, claims, counterclaims, or other disputes arising between you and TOW2GO relating to the TOW2GO Services or these User Terms (each a "Claim") shall be submitted for binding arbitration in accordance with the rules of the American Arbitration Association ("AAA"). If AAA is not available to arbitrate, the parties shall agree to select an available alternative dispute resolution provider ("ADR Provider") and the rules of such provider shall govern all aspects of the arbitration. The arbitration will be heard and determined by a single arbitrator. The arbitrator's decision in any such arbitration will be final and binding upon the parties and may be enforced in any court of competent jurisdiction. The parties agree that the arbitration will be kept confidential and that the existence of the proceeding and any element of it (including, without limitation, any pleadings, briefs, documents, or other evidence submitted or exchanged and any testimony or other oral submissions and awards) will not be disclosed beyond the arbitration proceedings, except as may lawfully be required in judicial proceedings relating to the arbitration or by applicable disclosure rules and regulations of securities regulatory authorities or other governmental agencies.

For any claim where the total amount of the award sought is \$10,000 or less, the AAA (or ADR Provider, if applicable), you and TOW2GO must abide by the following rules: (a) the arbitration will be conducted solely based on written submissions; and (b) the arbitration will not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties. If the claim exceeds \$10,000, the right to a hearing will be determined by the AAA (or ADR Provider, if applicable) rules, and the hearing (if any) will be held in a location reasonably convenient to both parties unless the parties agree otherwise on a specific location.

If you demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, TOW2GO will pay as much of the administrative costs and arbitrator's fees required for the arbitration as the arbitrator deems necessary to prevent the cost of the arbitration from being prohibitive. In the final award, the arbitrator may apportion the costs of arbitration and the

compensation of the arbitrator among the parties in such amounts as the arbitrator deems appropriate.

This arbitration agreement does not preclude you from seeking action by federal, state, or local government agencies. You and TOW2GO also have the right to bring qualifying claims in small claims court. In addition, you and TOW2GO retain the right to apply to any court of competent jurisdiction for provisional relief, including pre-arbitral attachments or preliminary injunctions, and any such request shall not be deemed incompatible with these User Terms, nor a waiver of the right to have disputes submitted to arbitration as provided in these User Terms.

Neither you nor TOW2GO may act as a class representative or private attorney general, nor participate as a member of a class of claimants, with respect to any Claim. Claims may not be arbitrated on a class or representative basis. The arbitrator can decide only your and/or TOW2GO's individual Claims. The arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated.

If any provision of this Section 21 is found to be invalid or unenforceable, then that specific provision shall be of no force and effect and shall be severed, but the remainder of this Section 21 shall continue in full force and effect. No waiver of any provision of this Section 21 will be effective or enforceable unless recorded in a writing signed by the party waiving such a right or requirement. Such a waiver shall not waive or affect any other portion of this User Terms. This Section 21 will survive the termination of this User Terms or your relationship with TOW2GO.

HIS SECTION LIMITS CERTAIN RIGHTS, INCLUDING THE RIGHT TO MAINTAIN A COURT ACTION OR TO HAVE A TRIAL BY JURY, THE RIGHT TO PARTICIPATE IN ANY FORM OF CLASS OR REPRESENTATIVE CLAIM AND THE RIGHT TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED IN AAA RULES OR THE RULES OF AN ADR PROVIDER.