

Terms of Service

Last updated: August 18, 2016

Welcome to the MyLumper Website and thank you for visiting. We hope you enjoy the experience!

These Terms of Use (“Terms”) are a legal contract between you (“you” or “your”) and MyLumper, Inc. (“MyLumper” or “us” or “our” or “we”) and governs your use of all the text, data, information, software, graphics, photographs and more (all of which we refer to as “Materials”) that we and our affiliates may make available to you, as well as any services (“Services”) we may provide through any of our websites (all of which are referred to in these Terms as this “Website”).

READ THESE TERMS CAREFULLY BEFORE BROWSING THIS WEBSITE. USING THIS WEBSITE INDICATES THAT YOU HAVE BOTH READ AND ACCEPT THESE TERMS. YOU CANNOT USE THIS WEBSITE IF YOU DO NOT ACCEPT THESE TERMS.

NOTE: THESE TERMS CONTAIN A DISPUTE RESOLUTION AND ARBITRATION PROVISION, INCLUDING CLASS ACTION WAIVER THAT AFFECTS YOUR RIGHTS UNDER THESE TERMS AND WITH RESPECT TO DISPUTES YOU MAY HAVE WITH THE COMPANY. YOU MAY OPT OUT OF THE BINDING INDIVIDUAL ARBITRATION AND CLASS ACTION WAIVER AS PROVIDED BELOW.

1. ABOUT THE WEBSITE.

The Website provides an online marketplace through which shippers carriers, freight brokers or 3PLs who have registered through our Website (“Customers”) pay fees to lumpers who have registered through our Website (“Lumpers”). Customers will hire drivers to transport shipments to various destinations (“Drivers”) and Lumpers to unload and sort such shipments pursuant to separate terms and conditions. As such, you acknowledge and agree that Drivers and Lumpers are solely responsible to you for the care, quality, and performance of such services.

When using the features of the Website or the Services you shall be subject to any agreements, policies or guidelines applicable to such features that may be posted from time to time. All such agreements, policies or guidelines, including the Customer Terms and Conditions, the Lumper Terms and Conditions, and the Driver Terms and Conditions available at available at www.mylumper.com, as applicable, are hereby incorporated by reference into these Terms.

Additional terms may apply when you participate in promotions or other referral programs available on the Website from time to time.

2. CHANGES.

We may alter the Materials and Services we offer you and/or choose to modify, suspend or discontinue this Website at any time and without notifying you. We may also change, update, add or remove provisions (collectively, “modifications”) of these Terms from time to time. We will inform you of any modifications to these Terms by posting them on this Website. If you object to any such modifications, your sole recourse shall be to cease using this Website. Continued use of this Website following notice of any such modifications indicates you acknowledge and agree to be bound by the modifications. Also, please know that these Terms may be superseded by expressly-designated legal notices or terms located on particular pages of this Website. These expressly-designated legal notices or terms are incorporated into these Terms and supersede the provision(s) of these Terms that are designated as being superseded.

3. GENERAL USE.

By using this Website, you promise that you are at least 18 years of age.

We invite you to use this Website for individual, consumer purposes (“Permitted Purposes”) – enjoy!

In these Terms we are granting you a limited, personal, non-exclusive and non-transferable license to use and to display the Materials; your right to use the Materials is conditioned on your compliance with these Terms. You have no other rights in this Website or any Materials and you may not modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any of this Website or Materials in any manner. If you make copies of any of this Website while engaging in Permitted Purposes then we ask that you be sure to keep on the copies all of our copyright and other proprietary notices as they appear on this Website.

Unfortunately, if you breach any of these Terms the above license will terminate automatically and you must immediately destroy any downloaded or printed Materials (and any copies thereof).

4. MOBILE APPLICATIONS.

We make available mobile applications to access the Website via a mobile device (each, a “Mobile Application”). To use the Mobile Application you must have a mobile device that is compatible with the mobile service. We do not warrant that the Mobile Application will be compatible with your mobile device. We hereby grant to you a non-exclusive, non-transferable, revocable license to use an object code copy of the Mobile Application for one registered account on one mobile device owned or leased solely by you, for your personal use. You may not: (i) modify, disassemble, decompile or reverse engineer the Mobile Application, except to the extent that such restriction is expressly prohibited by law; (ii) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the Mobile Application to any third-party or use the Mobile Application to provide time sharing or similar services for any third-party; (iii) make any copies of the Mobile Application; (iv) remove, circumvent, disable, damage or otherwise interfere with security-related features of the Mobile Application, features that prevent or restrict use or copying of any content accessible through the Mobile Application, or features that enforce limitations on use of the Mobile Application; or (v) delete the copyright and other proprietary rights notices on the Mobile Application. You acknowledge that we may from time to time issue upgraded versions of the Mobile Application, and may automatically electronically upgrade the version of the Mobile Application that you are using on your mobile device. You consent to such automatic upgrading on your mobile device, and agree that these Terms will apply to all such upgrades. The foregoing license grant is not a sale of the Mobile Application or any copy thereof, and we and our third-party licensors or suppliers retain all right, title, and interest in and to the Mobile Application (and any copy of the Mobile Application). Standard carrier data charges may apply to your use of the Mobile Application.

The following additional terms and conditions apply with respect to any Mobile Application that we provide to you designed for use on an Apple iOS-powered mobile device (an “iOS App”):

- You acknowledge that these Terms are between you and us only, and not with Apple, Inc. (“Apple”).
- Your use of our iOS App must comply with Apple’s then-current App Store Terms of Service.
- We, and not Apple, are solely responsible for our iOS App and the Services and Content available thereon. You acknowledge that Apple has no obligation to provide maintenance and support services with respect to our iOS App. To the maximum extent permitted by applicable law, Apple will have no warranty obligation whatsoever with respect to our iOS App.
- You agree that We, and not Apple, are responsible for addressing any claims by you or any third-party relating to our iOS App or your possession and/or use of our iOS App, including, but not limited to: (i) product liability claims; (ii) any claim that the iOS App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation, and all such claims are governed solely by these Terms and any law applicable to us as provider of the iOS App.
- You agree that we, and not Apple, shall be responsible, to the extent required by these Terms, for the investigation, defense, settlement and discharge of any third-party intellectual property infringement claim related to our iOS App or your possession and use of our iOS App.
- You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.
- You agree to comply with all applicable third-party terms of agreement when using our iOS App (e.g., you must not be in violation of your wireless data service terms of agreement when using the iOS App).
- The parties agree that Apple and Apple’s subsidiaries are third-party beneficiaries to these Terms as they relate to your license of our iOS App. Upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as they relate to your license of the iOS App as a third-party beneficiary thereof.

The following additional terms and conditions apply with respect to any Mobile Application that we provide to you designed for use on an Android-powered mobile device (an “Android App”):

- You acknowledge that these Terms are between you and us only, and not with Google, Inc. (“Google”).
- Your use of our Android App must comply with Google’s then-current Android Market Terms of Service.

- Google is only a provider of the Android Market where you obtained the Android App. We, and not Google, are solely responsible for our Android App and the Services and Content available thereon. Google has no obligation or liability to you with respect to our Android App or these Terms.
- You acknowledge and agree that Google is a third-party beneficiary to the Terms as they relate to our Android App.

5. GEO-LOCATION TERMS.

The Services include and make use of certain functionality and services provided by third-parties that allow us to include maps, geocoding, places and other content from Google, Inc. ("Google") as part of the Services (the "Geo-Location Services"). Your use of the Geo-Location Services is subject to Google's then current Terms of Use for Google Maps/Google Earth (http://www.google.com/intl/en_us/help/terms_maps.html) and by using the Geo-Location Services, you are agreeing to be bound by Google's Terms of Use.

6. USING THIS WEBSITE AND THE WEBSITE'S SERVICES.

We appreciate you visiting this Website and allow you to do just that – stop by and leisurely check it out without even registering with us!

However, in order to access certain password-restricted areas of this Website (e.g., registering as a Customer to authorize payments to Lumpers, registering as a member of our lumper network or registering as a Driver to authenticate a Lumper at a shipping destination) and to use certain Services and Materials offered on and through this Website, you must successfully register a Customer Account (as defined in the Customer Terms and Conditions), a Lumper account (as defined in the Lumper Terms and Conditions) or a Driver Account (as defined in the Driver Terms and Conditions) with us (each, an "Account"). Drivers may elect to provide Driver Confirmation as set forth in the Driver Terms and Conditions via automated text messages generated by the Website in lieu of registering a Driver Account.

7. PASSWORD RESTRICTED AREAS OF THIS WEBSITE.

If you would like an Account with us, you must submit the information required as set forth on the applicable Account registration page on this Website. You may also provide additional, optional information so that we can provide you a more customized experience when using this Website –but, we will leave that decision with you. Once you submit the required registration information, we alone will determine whether or not to approve your proposed Account. If approved, you will be sent an email detailing how to complete your registration. For so long as you use the Account, you agree to provide true, accurate, current, and complete information which can be accomplished by logging into your Account and making relevant changes directly. And, if you forget your password – no worries as we will happily send a password update to your provided email address.

You are responsible for complying with these Terms when you access this Website, whether directly or through any Account that you may setup through or on this Website. Because it is your Account, it is your job to obtain and maintain all equipment and services needed for access to and use of this Website as well as paying related charges. It is also your responsibility to maintain the confidentiality of your password(s), including any password of a third-party site that we may allow you to use to access this Website. Should you believe your password or security for the Website has been breached in any way, you must immediately notify us.

8. PAYMENTS.

You agree to pay all applicable fees related to your use of this Website and the Services which are described fully on the Account registration page(s). We may suspend or terminate your Account and/or access to our Services, and/or this Website if your payment is late and/or your offered payment method cannot be processed. By providing a payment method, you expressly authorize us to charge the applicable fees on said payment method or deduct the applicable fees from said payment method, as well as taxes and other charges incurred thereto at regular intervals, all of which depend on your utilized Services.

Your Account is non-transferrable. You cannot sell, combine, or otherwise share it with any other person. Any violation of these Terms, including, without limitation, failure to maintain updated and correct information about your Account will cause your Account to fall out of good standing and we may cancel your Account in our sole discretion.

9. ELECTRONIC COMMUNICATIONS.

By using the Website and/or the Services provided on or through the Website, you consent to receiving electronic communications from us. These electronic communications may include notices about applicable fees and charges,

transactional information and other information concerning or related to the Website and/or Services provided on or through the Website. These electronic communications are part of your relationship with us. You agree that any notices, agreements, disclosures or other communications that we send you electronically will satisfy any legal communication requirements, including that such communications be in writing.

10. PRIVACY POLICY.

We respect the information that you provide to us, and want to be sure you fully understand exactly how we use that information. So, please review our Privacy Policy ("Privacy Policy") at www.mylumper.com which explains everything.

11. LINKS TO THIRD-PARTY SITES.

We think links are convenient, and we sometimes provide links on his Website to third-party websites. If you use these links, you will leave this Website. We are not obligated to review any third-party websites that you link to from this Website, we do not control any of the third-party websites, and we are not responsible for any of the third-party websites (or the products, services, or content available through any of them). Thus, we do not endorse or make any representations about such third-party websites, any information, software, products, services, or materials found there or any results that may be obtained from using them. If you decide to access any of the third-party websites linked to from this Website, you do this entirely at your own risk and you must follow the privacy policies and terms and conditions for those third-party websites. Certain areas of this Website may allow you to interact and/or conduct transactions with one or more third-party websites, and, if applicable, allow you to configure your privacy settings in that third-party website account to permit your activities on this Website to be shared with your contacts in your third-party site account.

12. SUBMISSIONS.

Certain areas of this Website (e.g., blogs, chat rooms or customer ratings and review areas) may permit you to submit feedback, information, data, text, software, messages, or other materials (each, a "User Submission"). You agree that you are solely responsible for all of your User Submissions and that any such User Submission is considered both non-confidential and non-proprietary. Further, we do not guarantee that you will be able to edit or delete any User Submission you have submitted.

By submitting any User Submission, you are promising us that:

- You own all rights in your User Submissions (including, without limitation, all rights to the reproduction and display of your User Submissions) or, alternatively, you have acquired all necessary rights in your User Submissions to enable you to grant to us the rights in your User Submissions as described in these Terms;
- You have paid and will pay in full all license fees, clearance fees, and other financial obligations, of any kind, arising from any use or commercial exploitation of your User Submissions;
- Your User Submissions do not infringe the copyright, trademark, patent, trade secret, or other intellectual property rights, privacy rights, or any other legal or moral rights of any third party;
- You voluntarily agree to waive all "moral rights" that you may have in your User Submission;
- Any information contained in your User Submission is not known by you to be false, inaccurate, or misleading;
- Your User Submission does not violate any law (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination, or false advertising);
- Your User Submission is not, and may not reasonably be considered to be, defamatory, libelous, hateful, racially, ethnically, religiously, or otherwise biased or offensive, unlawfully threatening, or unlawfully harassing to any individual, partnership, or corporation, vulgar, pornographic, obscene, or invasive of another's privacy;
- You were not and will not be compensated or granted any consideration by any third party for submitting your User Submission;
- Your User Submission does not incorporate materials from a third-party website, or addresses, email addresses, contact information, or phone numbers (other than your own);
- Your User Submission does not contain any viruses, worms, spyware, adware, or other potentially damaging programs or files;

- Your User Submission does not contain any information that you consider confidential, proprietary, or personal; and
- Your User Submission does not contain or constitute any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation.

By submitting a User Submission, you grant to us an irrevocable, perpetual, transferable, non-exclusive, fully-paid, worldwide, royalty-free license (sublicensable through multiple tiers) to:

- Use, distribute, reproduce, modify, adapt, publish, translate, publicly perform, and publicly display your User Submissions (or any modification thereto), in whole or in part, in any format or medium now known or later developed;
- Use (and permit others to use) your User Submission in any manner and for any purpose (including, without limitation, commercial purposes) that we deem appropriate in our sole discretion (including, without limitation, to incorporate your User Submission or any modification thereto, in whole or in part, into any technology, product, or service);
- Display advertisements in connection with your User Submissions and to use your User Submissions for advertising and promotional purposes.

We may, but are not obligated to, pre-screen User Submissions or monitor any area of this Website through which User Submissions may be submitted. We are not required to host, display, or distribute any User Submissions on or through this Website and may remove at any time or refuse any User Submissions for any reason. We are not responsible for any loss, theft, or damage of any kind to any User Submissions. Further, you agree that we may freely disclose your User Submission to any third party absent any obligation of confidence on the part of the recipient.

13. UNAUTHORIZED ACTIVITIES.

To be clear, we authorize your use of this Website only for Permitted Purposes. Any other use of this Website beyond the Permitted Purposes is prohibited and, therefore, constitutes unauthorized use of this Website. This is because as between you and us, all rights in this Website remain our property.

Unauthorized use of this Website may result in violation of various United States and international copyright laws. Because we prefer keeping this relationship drama-free, we want to give you examples of things to avoid. So, unless you have written permission from us stating otherwise, you are not authorized to use this Website in any of the following ways (these are examples only and the list below is not a complete list of everything that you are not permitted to do):

- For any public or commercial purpose which includes use of this Website on another site or through a networked computer environment;
- In a manner that modifies, publicly displays, publicly performs, reproduces or distributes any of this Website;
- In a manner that violates any local, state, national, foreign, or international statute, regulation, rule, order, treaty, or other law;
- To stalk, harass, or harm another individual;
- To impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity;
- To interfere with or disrupt this Website or servers or networks connected to this Website;
- To use any data mining, robots, or similar data gathering or extraction methods in connection with this Website; or
- Attempt to gain unauthorized access to any portion of this Website or any other accounts, computer systems, or networks connected to this Website, whether through hacking, password mining, or any other means.

You agree to hire attorneys to defend us if you violate these Terms and that violation results in a problem for us. You also agree to pay any damages that we may end up having to pay as a result of your violation. You alone are responsible for any violation of these Terms by you. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and, in such case, you agree to cooperate with our defense of such claim.

14. PROPRIETARY RIGHTS.

"MyLumper" is a trademark that belongs to us. Other trademarks, names and logos on this Website are the property of their respective owners.

Unless otherwise specified in these Terms, all Materials, including the arrangement of them on this Website are our sole property, Copyright © 2016 MyLumper Corp. All rights not expressly granted herein are reserved. Except as otherwise required or limited by applicable law, any reproduction, distribution, modification, retransmission, or publication of any copyrighted material is strictly prohibited without the express written consent of the copyright owner or license.

15. INTELLECTUAL PROPERTY INFRINGEMENT.

We respect the intellectual property rights of others and encourage you to do the same. Accordingly, we have a policy of removing User Submissions that violate intellectual property rights of others, suspending access to this Website (or any portion thereof) to any user who uses this Website in violation of someone's intellectual property rights, and/or terminating in appropriate circumstances the account of any user who uses the this Website in violation of someone's intellectual property rights.

Pursuant to Title 17 of the United States Code, Section 512, we have implemented procedures for receiving written notification of claimed copyright infringement and for processing such claims in accordance with such law. If you believe your copyright or other intellectual property right is being infringed by a user of this Website, please provide written notice to our Agent for notice of claims of infringement at legal@mylumper.com.

To be sure the matter is handled immediately, your written notice must:

- Contain your physical or electronic signature;
- Identify the copyrighted work or other intellectual property alleged to have been infringed;
- Identify the allegedly infringing material in a sufficiently precise manner to allow us to locate that material;
- Contain adequate information by which we can contact you (including postal address, telephone number, and e-mail address);
- Contain a statement that you have a good faith belief that use of the copyrighted material or other intellectual property is not authorized by the owner, the owner's agent or the law;
- Contain a statement that the information in the written notice is accurate; and
- Contain statement, under penalty of perjury, that you are authorized to act on behalf of the copyright or other intellectual property right owner.

Unless the notice pertains to copyright or other intellectual property infringement, the Agent will be unable to address the listed concern.

Submitting a DMCA Counter-Notification

We will notify you that we have removed or disabled access to copyright-protected material that you provided, if such removal is pursuant to a validly received DMCA take-down notice. In response, you may provide our Agent with a written counter-notification that includes the following information:

1. Your physical or electronic signature;
2. Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled;
3. A statement from you under the penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
4. Your name, physical address and telephone number, and a statement that you consent to the jurisdiction of a court for the judicial district in which your physical address is located, or if your physical address is outside of the United

States, for any judicial district in which we may be located, and that you will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.

Termination of Repeat Infringers

We reserve the right, in our sole discretion, to terminate the account or access of any user of this Website or Service who is the subject of repeated DMCA or other infringement notifications.

16. DISCLAIMER OF WARRANTIES.

THIS WEBSITE IS PROVIDED "AS IS" AND "WITH ALL FAULTS" AND THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THIS WEBSITE IS WITH YOU.

WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND (EXPRESS, IMPLIED OR STATUTORY) WITH RESPECT TO THIS WEBSITE, WHICH INCLUDES BUT IS NOT LIMITED TO, ANY IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, TITLE, AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

THIS MEANS THAT WE DO NOT PROMISE YOU THAT THE WEBSITE IS FREE OF PROBLEMS. Without limiting the generality of the foregoing, we make no warranty that this Website will meet your requirements or that this Website will be uninterrupted, timely, secure, or error free or that defects in this Website will be corrected. We make no warranty as to the results that may be obtained from the use of this Website or as to the accuracy or reliability of any information obtained through this Website. No advice or information, whether oral or written, obtained by you through this Website or from us or our subsidiaries/other affiliated companies shall create any warranty. We disclaim all equitable indemnities.

17. LIMITATION OF LIABILITY.

WE SHALL NOT BE LIABLE TO YOU FOR ANY DAMAGES RESULTING FROM YOUR DISPLAYING, COPYING, OR DOWNLOADING ANY MATERIALS TO OR FROM THIS WEBSITE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE TO YOU FOR ANY INDIRECT, EXTRAORDINARY, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) HOWEVER ARISING, EVEN IF WE KNOW THERE IS A POSSIBILITY OF SUCH DAMAGE. IN NO EVENT WILL MYLUMPER'S LIABILITY IN CONNECTION WITH THESE TERMS, THE CUSTOMER TERMS AND CONDITIONS, THE LUMPER TERMS AND CONDITIONS, THE DRIVER TERMS AND CONDITIONS, THE WEBSITE OR THE SERVICES EXCEED ONE HUNDRED DOLLARS (\$100) IN THE AGGREGATE. YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF, RELATED TO, OR IN CONNECTION WITH THESE TERMS, THE CUSTOMER TERMS AND CONDITIONS, THE LUMPER TERMS AND CONDITIONS, THE DRIVER TERMS AND CONDITIONS, THE WEBSITE OR THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OR THE CAUSE OF ACTION IS PERMANENTLY BARRED. THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. In some jurisdictions, limitations or exclusions of liability or damages are not permitted. In such jurisdictions, some of the foregoing limitations and exclusions may not apply to you.

18. LOCAL LAWS; EXPORT CONTROL.

We control and operate this Website from our headquarters in the United States of America and the entirety of this Website may not be appropriate or available for use in other locations. If you use this Website outside the United States of America, you are solely responsible for following applicable local laws.

19. FEEDBACK.

Any submissions by you to us (e.g., comments, questions, suggestions, materials – collectively, "Feedback") through any communication whatsoever (e.g., call, fax, email) will be treated as both non-confidential and non-proprietary. You hereby assign all right, title, and interest in, and we are free to use, without any attribution or compensation to you, any ideas, know-how, concepts, techniques, or other intellectual property and proprietary rights contained in the Feedback, whether or not patentable, for any purpose whatsoever, including but not limited to, developing, manufacturing, having manufactured, licensing, marketing, and selling, directly or indirectly, products and services using such Feedback. You understand and agree that we are not obligated to use, display, reproduce, or distribute any such ideas, know-how, concepts, or techniques contained in the Feedback, and you have no right to compel such use, display, reproduction, or distribution.

20. DISPUTE RESOLUTION AND ARBITRATION; CLASS ACTION WAIVER.

Please Read This Provision Carefully. It Affects Your Legal Rights.

This Section 20 facilitates the prompt and efficient resolution of any Dispute (e.g., claim or controversy, whether based in contract, statute, regulation, ordinance, tort – including, but not limited to, fraud, misrepresentation, fraudulent inducement, or negligence – or any other legal or equitable theory, and includes the validity, enforceability or scope of this Section 20 (with the exception of the enforceability of the Class Action Waiver clause below) that may arise between you and us. Effectively, then, “Dispute” is given the broadest meaning enforceable by law and includes any claims against other parties relating to services or products provided or billed to you (such as our licensors, suppliers, dealers or third-party vendors) whenever you also assert claims against us in the same proceeding.

This Section 20 provides that all disputes between you and us shall be resolved by binding arbitration because acceptance of these Terms constitutes a waiver of your right to litigation claims and all opportunity to be heard by a judge or jury. We prefer this because we believe arbitration is less drama-filled than litigation. To be clear, there is no judge or jury in arbitration, and court review of an arbitration award is limited. The arbitrator must follow this agreement and can award the same damages and relief as a court (including attorney’s fees). You may, however, opt-out of this Section 20 which means you would have a right or opportunity to bring claims in a court, before a judge or jury, and/or to participate in or be represented in a case filed in court by others (including, but not limited to, class actions). **YOU AND MYLUMPER AGREE THAT, EXCEPT AS PROVIDED BELOW, ANY AND ALL DISPUTES, AS DEFINED ABOVE, WHETHER PRESENTLY IN EXISTENCE OR BASED ON ACTS OR OMISSIONS IN THE PAST OR IN THE FUTURE, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION RATHER THAN IN COURT IN ACCORDANCE WITH THIS SECTION 20.**

Pre-Arbitration Claim Resolution

For all Disputes, whether pursued in court or arbitration, you must first give us an opportunity to resolve the Dispute which is first done by emailing us at legal@mylumper.com the following information: (1) your name, (2) your address, (3) a written description of your claim, and (4) a description of the specific relief you seek. If we do not resolve the Dispute within 45 days after receiving your notification, then you may pursue your Dispute in arbitration. You may pursue your dispute in a court only under the circumstances described below.

Exclusions from Arbitration/Right to Opt Out

Notwithstanding the above, you or we may choose to pursue a Dispute in court and not by arbitration if: (a) the dispute qualifies for initiation in small claims court; or (b) **YOU OPT-OUT OF THESE ARBITRATION PROCEDURES WITHIN 30 DAYS FROM THE DATE THAT YOU FIRST CONSENT TO THIS AGREEMENT (the “Opt-Out Deadline”).** You may opt-out of this Section 20 by emailing us at legal@mylumper.com the following information: (1) your name; (2) your address and (3) a clear statement that you do not wish to resolve disputes with us through arbitration. Either way, we will not take any decision you make personally. In fact, we promise that your decision to opt-out of this Section 20 will have no adverse effect on your relationship with us. But, we do have to enforce the Opt-Out Deadline so keep in mind that **any opt-out request received after the Opt-Out Deadline will not be valid and you must pursue your dispute in arbitration or small claims court.**

Arbitration Procedures

If this Section 20 applies and the dispute is not resolved as provided above (Pre-Arbitration Claim Resolution) either you or we may initiate arbitration proceedings. The American Arbitration Association (“AAA”), www.adr.org, or JAMS, www.jamsadr.com, will arbitrate all disputes, and the arbitration will be conducted before a single arbitrator. The arbitration shall be commenced as an individual arbitration, and shall in no event be commenced as a class arbitration. All issues shall be for the arbitrator to decide, including the scope of this Section 20.

For arbitration before AAA, for Disputes of less than \$75,000, the AAA’s Supplementary Procedures for Consumer-Related Disputes will apply; for Disputes involving \$75,000 or more, the AAA’s Commercial Arbitration Rules will apply. In either instance, the AAA’s Optional Rules For Emergency Measures Of Protection shall apply. The AAA rules are available at www.adr.org or by calling 1-800-778-7879. For arbitration before JAMS, the JAMS Comprehensive Arbitration Rules & Procedures and the JAMS Recommended Arbitration Discovery Protocols For Domestic, Commercial Cases will apply. The JAMS rules are available at www.jamsadr.com or by calling 1-800-352-5267. This Section 20 governs in the event it conflicts with the applicable arbitration rules. Under no circumstances will class action procedures or rules apply to the arbitration.

Because this Website and these Terms concern interstate commerce, the Federal Arbitration Act (“FAA”) governs the arbitrability of all disputes. However, the arbitrator will apply applicable substantive law consistent with the FAA and the applicable statute of limitations or condition precedent to suit.

Arbitration Award – The arbitrator may award on an individual basis any relief that would be available pursuant to applicable law, and will not have the power to award relief to, against or for the benefit of any person who is not a party to the proceeding. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. Such award will be final and binding on the parties, except for any right of appeal provided by the FAA, and may be entered in any court having jurisdiction over the parties for purposes of enforcement.

Location of Arbitration – You or we may initiate arbitration in either New York or the federal judicial district that includes your billing address. In the event that you select the latter, we may transfer the arbitration to New York so long as we agree to pay any additional fees or costs which the arbitrator determines you incur as a result of the transfer.

Payment of Arbitration Fees and Costs – So long as you place a request in writing prior to commencement of the arbitration, we will pay all arbitration fees and associated costs and expenses. But, you will still be responsible for all additional fees and costs that you incur in the arbitration which include but are not limited to attorneys' fees or expert witnesses. In addition to any fees and costs recoverable under applicable law, if you provide notice and negotiate in good faith with us as provided in the section above titled "Pre-Arbitration Claim Resolution" and the arbitrator concludes that you are the prevailing party in the arbitration, you will be entitled to recover reasonable attorney's fees and costs as determined by the arbitrator.

Class Action Waiver

Except as otherwise provided in this Section 20, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a class or representative proceeding or claims (such as a class action, consolidated action or private attorney general action) unless both you and we specifically agree to do so following initiation of the arbitration. **If you choose to pursue your Dispute in court by opting out of this Section 20, as specified above, this Class Action Waiver will not apply to you.** Neither you, nor any other user of this Website can be a class representative, class member, or otherwise participate in a class, consolidated, or representative proceeding without having complied with the opt-out requirements above.

Jury Waiver

You understand and agree that by accepting this Section 20 in these Terms, you and we are each waiving the right to a jury trial or a trial before a judge in a public court. In the absence of this Section 20, you and we might otherwise have had a right or opportunity to bring disputes in a court, before a judge or jury, and/or to participate or be represented in a case filed in court by others (including class actions). Except as otherwise provided below, those rights are waived. Other rights that you would have if you went to court (e.g., the rights to both appeal and certain types of discovery) may be more limited or may also be waived.

Severability

If any clause within this Section 20 (other than the Class Action Waiver clause above) is found to be illegal or unenforceable, that clause will be severed from this Section 20 whose remainder will be given full force and effect. If the Class Action Waiver clause is found to be illegal or unenforceable, this entire Section 20 will be unenforceable and the dispute will be decided by a court.

Continuation

This Section 20 shall survive the termination of your Account with us or Our affiliates and your discontinued use of this Website. Notwithstanding any provision in this Agreement to the contrary, we agree that if we make any change to this Section 20 (other than a change to the Notice Address), you may reject any such change and require us to adhere to the language in this Section 20 if a dispute between us arises.

21. GENERAL.

We think direct communication resolves most issues – if we feel that you are not complying with these Terms, we will tell you. We will even provide you with recommended necessary corrective action(s) because we value this relationship.

However, certain violations of these Terms, as determined by us, may require immediate termination of your access to this Website without prior notice to you. The Federal Arbitration Act, Georgia state law and applicable U.S. federal law, without regard to the choice or conflicts of law provisions, will govern these Terms. Foreign laws do not apply. Except for disputes subject to arbitration as described above, any disputes relating to these Terms or this Website will be heard in the courts located in Fulton County, Georgia. If any of these Terms are deemed inconsistent with applicable law, then such term(s) shall be interpreted to reflect the intentions of the parties, and no other terms will be modified. By choosing not to enforce any of these Terms, we are not waiving our rights. These Terms are the entire agreement between you and us

and, therefore, supersede all prior or contemporaneous negotiations, discussions or agreements between you and us about this Website. The proprietary rights, disclaimer of warranties, representations made by you, indemnities, limitations of liability and general provisions shall survive any termination of these Terms.

CONTACT US.

If you have any questions about these Terms or otherwise need to contact us for any reason, you can reach us at info@mylumper.com.