

Platform Terms of Service

Applicable to All Platform Users

Effective Date: []

These Platform Terms of Service ("**Terms**") apply to all users of the REPOWR platform, including both suppliers (trailers, chassis, and other transportation equipment ("Equipment") owners and lessors) and users (carriers) (collectively "**you**" or "**your**"). They establish the framework governing the Platform itself—its purpose, intellectual property, acceptable use, content standards, privacy, disclaimers, liability, and dispute resolution. They should be read together with the role-specific agreement applicable to your participation; provided, however, that in the event that any agreement conflicts with these Terms, the Terms shall govern.

REPOWR, INC. (collectively with its affiliates, "**REPOWR**", "**we**", "**us**", or "**our**") operates an online trailer-sharing marketplace and logistics technology platform (the "**Platform**"). The Platform and all related websites, services, content, documentation, and underlying technology are collectively referred to as the "**Services**".

By accessing or using the Services, you agree on behalf of yourself and any organization you represent that you have read and agree to be bound by these Terms. If you do not agree, do not access or use the Services.

We reserve the right to modify these Terms at any time with notice to you. Continued use of the Services after notice constitutes acceptance of the modified Terms.

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CONTACT INFORMATION

For questions about these Terms or the Platform:

General Inquiries: info@repowr.com

Mail: REPOWR, Inc., 1401 Chestnut Street, Chattanooga, TN 37402

Support: support@repowr.com

Legal / Copyright: legal@repowr.com • Tel: 423-799-3640

WHAT REPOWR IS AND IS NOT

REPOWR is an online marketplace and logistics technology company. It does not own, lease, rent, or operate any transportation equipment. REPOWR is not a commercial leasing company, insurance provider, or legal services provider. REPOWR has no control over the conduct of you, or any third party, and is not a party to any Equipment Use Agreement between a supplier and a user.

For the avoidance of doubt:

- **No Equipment Sale, Transfer, or Assignment:** Nothing in these Terms constitutes an actual or purported sale, transfer, or assignment of any right or interest in any Equipment.
- **No Insurance Provided:** REPOWR and its agents do not directly provide insurance coverage, protection, or roadside assistance of any kind.
- **No Legal Advice:** REPOWR does not provide legal advice, review agreements for legal sufficiency, draw legal conclusions, or mediate disputes between Platform users. Template documents available through the Platform are examples only. All users are strongly encouraged to have their agreements reviewed by legal counsel.

PLATFORM ACCOUNTS

1. **Registration.** Access to and use of the Platform requires a REPOWR Account. You must provide accurate and complete information at registration and keep such information current. Documentation may be submitted to documents@repowr.com from the email address associated with your account, including your name and any applicable transaction number.
2. **Account Security.** You are responsible for the security of your account credentials and for all activity on your account. You may not share or transfer your account. Report suspected unauthorized access immediately to support@repowr.com.
3. **Account Suspension and Termination.** REPOWR may, at its sole discretion and without notice, suspend, deactivate, or terminate your account (and these Terms) for any reason, including any breach of these Terms. REPOWR may also investigate and refer violations of these Terms to law enforcement. You may terminate your account at any time via the Services or by emailing support@repowr.com. Termination does not relieve you of any obligations that arose before

termination, including, but not limited to, the following provisions: disclaimer of warranties, limitation of liability, indemnification, governing law, and any payment obligations.

4. **Verification.** REPOWR may, but is not obligated to, conduct identity verification, background checks, and Equipment screening on Platform users. A "verified" designation indicates only that a specific verification process was completed and does not constitute an endorsement by REPOWR of any user, Equipment, or listing. REPOWR may accept or reject any listing in its sole discretion.
5. **Representations and Warranties.** By using the Services, all users represent and warrant that: they will comply with these Terms and applicable laws; they have authority to enter into these Terms; they meet all eligibility requirements; they are under no conflicting obligations; and all information they provide is accurate, complete, and current.

FEES AND PAYMENTS

1. **Platform Payments.** All payments in connection with Equipment reservations must be processed through the Platform. REPOWR uses a third-party payment processor to facilitate payments. Users must submit valid payment method information; Suppliers must submit bank account information.
2. **REPOWR Service Fees.** REPOWR charges Service fees as compensation for providing the Platform. Fee structures are available from accounting@repowr.com. Processor fees are set by the payment processor and may change without notice.
3. **Nonrefundable Payments.** All payment obligations under these Terms are nonrefundable unless otherwise specified in an Equipment Use Agreement.
4. **Collections and Delinquency.** REPOWR may employ all available legal means to collect past-due amounts, including engagement of collection agencies and legal counsel. Delinquent accounts may be reported to credit bureaus, Carrier411, and similar services.
5. **Sales Tax — Marketplace Facilitator.** REPOWR operates as a marketplace facilitator under applicable state laws and is responsible for collecting and remitting applicable sales and use taxes on Equipment reservation transactions processed through the Platform. Suppliers' sales tax collection and remittance obligations are relieved for transactions on which REPOWR collects and remits on their behalf. REPOWR will provide summary reports of taxes collected on a periodic basis as required by law.
6. **Due Date.** All payments from you are due upon the receipt of the applicable invoice (the "Due Date"). In the event that all owed amounts are not received by the Due Date, REPOWR may:
 - a. charge interest on any such unpaid amounts at a rate of 1.5% per month or, if lower, the maximum amount permitted under applicable law, from the date such payment was due until the date paid; and
 - b. suspend performance for all Services until payment has been made in full.
7. **Other Taxes.** Except as set forth herein, you shall be responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by you hereunder.

YOUR OBLIGATIONS

You shall:

1. cooperate with REPOWR in all matters relating to the Services and provide such access to your premises, and such office accommodation and other facilities as may reasonably be requested by REPOWR, for the purposes of performing the Services;
2. respond promptly to any REPOWR request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for REPOWR to perform Services in accordance with the requirements of these Terms;
3. provide such materials or information as REPOWR may request to carry out the Services in a timely manner and ensure that such materials or information are complete and accurate in all material respects; and
4. obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.

YOUR ACTS OR OMISSIONS

If REPOWR's performance of its obligations under these Terms is prevented or delayed by any act or omission of you or your agents, subcontractors, consultants, or employees, REPOWR shall not be deemed in breach of its obligations under these Terms or otherwise liable for any costs, charges, or losses sustained or incurred by you, in each case, to the extent arising directly or indirectly from such prevention or delay.

ACCEPTABLE USE

All users agree not to use the Services to:

- Violate any applicable law, regulation, or third-party right;
- Post false, misleading, defamatory, or infringing content;
- Dilute or harm the REPOWR brand;
- Impersonate any person or entity;
- Complete transactions outside the Platform to avoid REPOWR fees ("circumvention");
- Copy, reverse-engineer, or create derivative works of the Services;
- Harass, harm, or threaten other users, REPOWR employees, or any other person;
- Discriminate against anyone on the basis of race, religion, gender, disability, age, sexual orientation, national origin, or any other protected characteristic;
- Use the Services to compete with REPOWR or to develop competing services;
- Manipulate ratings or reviews;
- Distribute spam, unsolicited communications, or pyramid schemes; or
- Distribute malicious code, viruses, or conduct denial-of-service or similar attacks against the Services.

INTELLECTUAL PROPERTY

1. **REPOWR Intellectual Property.** The Services and all content, software, trademarks, logos, trade dress, and documentation (the "Intellectual Property") are the exclusive property of REPOWR or its licensors and are protected by copyright, trademark, and other intellectual property laws. No license to REPOWR's Intellectual Property is granted except as expressly stated in these Terms.
2. **License.** REPOWR hereby grants you a license to use the Intellectual Property free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicensable, fully paid-up, royalty-free, and perpetual basis to the extent necessary to enable you to make reasonable use of the Services.
3. **User Content.** You may submit photographs, descriptions, reviews, feedback, and other content ("**Content**") through the Services. By submitting Content, you grant REPOWR a worldwide, irrevocable, perpetual, royalty-free, sublicensable license to use, display, reproduce, distribute, and create derivative works of such Content for any business purpose. You retain any copyright you hold in Content you submit, subject to this license. You are solely responsible for all Content you submit and represent that you have all rights necessary to grant the foregoing license. Content must not be false, defamatory, obscene, harassing, or violate any third-party rights. REPOWR reserves the right to remove or modify any Content at any time.
4. **Photography.** REPOWR may offer you the option to have Equipment photographed. REPOWR owns all photographs taken by photographers it engages. By submitting photographs through the Platform, you grant REPOWR a worldwide, irrevocable, perpetual, royalty-free, sublicensable, and transferable license to use, reproduce, distribute, display, and create derivative works of such photographs for any business purpose. You represent and warrant that you own or have all rights necessary to grant this license, and that submitted photographs accurately depict the Equipment. You must promptly update or remove any photographs that no longer accurately represent the Equipment and must immediately cease using REPOWR-hosted photographs upon account suspension or termination. REPOWR reserves the right to remove or decline to publish any photographs at any time.
5. **Copyright Complaints (DMCA).** If you believe content on the Services infringes your copyright, submit a written notice to REPOWR's designated agent that includes: (i) identification of the copyrighted work; (ii) identification of the allegedly infringing material and its location; (iii) a statement of good faith belief that the use is unauthorized; (iv) your contact information; (v) a statement under penalty of perjury that the information is accurate and you are authorized to act; and (vi) your electronic or physical signature. REPOWR designated agent: ATTN: Head of Legal, REPOWR, INC., 1401 Chestnut Street, Chattanooga, TN 37402 • legal@repowr.com • Tel: 423-799-3640

PRIVACY

REPOWR collects, uses, and shares information about you as described in its Privacy Policy, which is incorporated into these Terms by reference. By using the Services, you agree to REPOWR's collection and use of your information as described in the Privacy Policy.

CONFIDENTIAL INFORMATION

1. All non-public, confidential or proprietary information of REPOWR, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing (collectively, "**Confidential Information**"), disclosed by REPOWR to you, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the provision of the Services and these Terms is confidential, and shall not be disclosed or copied by you without the prior written consent of REPOWR. Confidential Information does not include information that is:

- a. in the public domain;
 - b. already known to you at the time of disclosure; or
 - c. rightfully obtained by you on a non-confidential basis from a third party.
2. You agree to use the Confidential Information only to make use of the Services.
 3. REPOWR shall be entitled to injunctive relief for any violation of this Section.

THIRD-PARTY SERVICES AND LINKS

The Services may link to or integrate with third-party websites and services not controlled by REPOWR. REPOWR is not responsible for the content, accuracy, or practices of any third-party website or service. You should review the terms and privacy policies of any third-party service you access through or in connection with the Platform.

PLATFORM AVAILABILITY AND CHANGES

REPOWR may modify, suspend, or discontinue the Services or any features at any time without notice or liability. Features and services are subject to availability.

DISCLAIMER OF WARRANTIES

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, REPOWR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, AND NON-INFRINGEMENT. REPOWR MAKES NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, BE UNINTERRUPTED, SECURE, OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED.

REPOWR IS NOT RESPONSIBLE FOR DELAYS, INACCURACIES, OR FAILURES RESULTING FROM INTERNET, WIRELESS, OR TELECOMMUNICATIONS ISSUES, OR FROM ANY OTHER CIRCUMSTANCES OUTSIDE ITS DIRECT CONTROL. REPOWR MAKES NO REPRESENTATION THAT THE SERVICES ARE APPROPRIATE OR AVAILABLE OUTSIDE THE UNITED STATES. NO ADVICE OR INFORMATION FROM REPOWR WILL CREATE ANY WARRANTY.

LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, REPOWR AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS (COLLECTIVELY, "**REPOWR PARTIES**") WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND ARISING FROM YOUR USE OF THE SERVICES, INCLUDING DAMAGES DUE TO LOST PROFITS, BUSINESS INTERRUPTION, OR LOSS OF DATA, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE REPOWR PARTIES' AGGREGATE LIABILITY ARISING FROM THESE TERMS OR THE SERVICES WILL NOT EXCEED THE GREATER OF: (I) AMOUNTS PAID BY YOU FOR BOOKINGS (AS A USER) OR FEES PAID TO YOU BY USERS (AS A PROVIDER) THROUGH THE PLATFORM IN THE TWELVE (12) MONTHS BEFORE THE EVENT GIVING RISE TO LIABILITY; OR (II) \$100. THESE LIMITATIONS ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN REPOWR AND YOU.

YOU WAIVE CALIFORNIA CIVIL CODE §1542, AND ANY SIMILAR LAW, WHICH STATES THAT A GENERAL RELEASE DOES NOT EXTEND TO UNKNOWN CLAIMS.

INDEMNIFICATION

You agree to release, defend, indemnify, and hold harmless the REPOWR Parties from and against any claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or in connection with: (a) your access to or use of the Services; (b) your violation of these Terms; (c) your violation of applicable laws; (d) Content you submit; (e) your interactions with other users or your listing or use of Equipment; or (f) your negligence, willful misconduct, or fraud. REPOWR reserves the right to assume exclusive control of the defense of any matter subject to indemnification by you.

OFF-PLATFORM POLICY

To protect marketplace integrity, all users are prohibited from directing, encouraging, or facilitating transactions between Suppliers and Users that bypass the REPOWR Platform. This includes but is not limited to: directing users off-Platform before or after booking; accepting payments outside the Platform; and using contact information obtained through REPOWR for off-Platform solicitation or marketing. Full details are set forth in the role-specific terms applicable to your participation.

Exceptions: Additional contact or identity information may be exchanged if required for legal, regulatory, or compliance purposes (DOT, FMCSA, HOS, facility security). After a reservation is accepted, parties may confirm preferred contact methods.

GOVERNING LAW AND VENUE

These Terms are governed by the laws of the State of Tennessee, without regard to conflict-of-law provisions, and, as applicable, the laws of the United States of America. Any dispute must be resolved exclusively in a state, federal, or small claims court located in Hamilton County, Tennessee. You consent to and submit to the exclusive jurisdiction and venue of such courts and waive all rights to proceed elsewhere. The substantially prevailing party is entitled to recovery of its costs and reasonable attorneys' fees.

GENERAL PROVISIONS

1. **Independent Contractor.** The relationship between you and REPOWR is that of independent contractors. These Terms do not create any employment, agency, partnership, or joint venture relationship between any user and REPOWR.
2. **Force Majeure.** REPOWR will not be liable for any failure to perform due to causes beyond its reasonable control, including acts of God, terrorism, civil disorder, government action, natural disasters, pandemics, cyberattacks, or telecommunications or internet failures.
3. **Linking to the Platform.** Links to the Platform must be text-only (unless a REPOWR graphic badge is used), clearly marked, and not create any false impression of association with or sponsorship by REPOWR. Links must display the Platform full-screen (not in a frame). REPOWR may revoke linking permission at any time.
4. **Feedback.** Feedback and comments submitted to REPOWR are not confidential. REPOWR may use feedback at its discretion without attribution or compensation.
5. **Audit Rights.** At any time, REPOWR may audit records in your possession relating to the Services to verify compliance with these Terms.

6. **Entire Agreement; Assignment.** These Terms, the Privacy Policy, the Carrier Platform Agreement (as applicable), the Supplier Platform Agreement (as applicable), and any applicable additional terms or role-specific terms constitute the entire agreement between you and REPOWR regarding the Services. You may not assign these Terms without REPOWR's prior written consent. REPOWR may assign its rights under these Terms at any time.
7. **Severability and Waiver.** If any provision is found invalid or unenforceable, the remaining provisions continue in full force. REPOWR's failure to exercise any right is not a waiver of that right. Any waiver by REPOWR must be in writing and signed by REPOWR.
8. **Relationship to Role-Specific Terms.** These Terms apply to all users and should be read together with the Supplier Agreement (for Equipment owners and lessors) and the Carrier Platform Agreement (for Equipment users and carriers). In the event of a conflict between these Terms and a role-specific document, the role-specific document controls with respect to the subject matter addressed therein.
9. **No Third-Party Beneficiaries.** These Terms are for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.
10. **Notices.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses on file with REPOWR or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or email or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in these Terms, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.