

Instapay Flexible Factoring Agreement

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Instapay Flexible LLC. (collectively "Instapay Flexible", "I", "We") offers to purchase Accounts from FMCSA licensed motor carriers (collectively "Carrier", "you", "your") through its mobile applications, web site, and call center (collectively the "Services"). Such Services may include, handling paperwork and processes between entities shipping cargo and/or freight/shipping brokers (collectively "Freight Broker(s)" and Carrier.

Instapay Flexible desires to provide Carrier with Services and Carrier desires to have Instapay Flexible perform Services on Carrier's behalf, on a shipment-by-shipment basis, subject to and in accordance with the terms and conditions of this Agreement. This Agreement is a legally binding contract between you and Instapay Flexible regarding your use of the Service. You may request a copy of this Agreement by emailing us at info@getinstapay.com.

All capitalized terms not herein defined shall have the meanings set forth in the Uniform Commercial Code, as enacted in the State of Texas ("UCC").

BY CLICKING ACCEPT ON OUR WEB PAGE, OR OTHERWISE ACCESSING OR USING THE SERVICE, YOU AGREE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE, YOU MAY NOT USE THE SERVICE

1. SERVICES

- a. Scope of Instapay Flexible Services. Instapay Flexible will provide the InstaPay service ("InstaPay"), a factoring payment and fuel advance service where Carrier offers Accounts for sale, without recourse, to Instapay Flexible through the Services and Instapay Flexible may, but shall not be required to, purchase such Accounts in Instapay Flexible's sole discretion. Upon receipt by Instapay Flexible of an accepted Bill of Lading, rate confirmation and any other documents reasonably required by Instapay Flexible, Instapay Flexible will notify you through the Services (a "Purchase Notice") as to which Accounts have been purchased by Instapay Flexible ("Purchased Accounts"). Instapay Flexible

will pay you for a Purchased Account by initiating an ACH transfer in the amount of the Purchase Price within forty-eight (48) hours of the date of the Purchase Notice, whereupon the Account shall be deemed purchased hereunder. As used herein, "Purchase Price" means the face amount due on the Purchased Account at the time of purchase less charges, offsets and deductions to which the Freight Broker is entitled (the "Face Amount"), less the InstaPay Fee, the amount of any InstaPay Fuel Advance relating to the rate confirmation that gave rise to the Purchased Account, and any unpaid InstaPay Fuel Advance Fees (as defined herein) and processing fees due on such InstaPay Fuel Advance.

- b. Instapay Flexible's rights to the Accounts. You agree that you are engaged in a commercial enterprise and that this Agreement and the Services are intended to be an "account purchase transaction," as defined by Texas Finance Code § 306.001(1) and pursuant to Texas Finance Code § 306.103, it is conclusively established that no amount charged hereunder shall constitute interest. You further acknowledge that in accordance with § 9-109(e) of the UCC, it is conclusively established that the transactions under this Agreement and the Services are sales of Accounts and not secured transactions, and that, upon purchase of a Purchased Account the title to such Purchased Account, legal and equitable, shall pass to Instapay Flexible regardless of whether Instapay Flexible has any recourse against you, whether you are entitled to a surplus, or any other terms of this Agreement. In order to secure all present and future obligations owing by you to Instapay Flexible whether arising hereunder or otherwise, and whether arising before, during or after the commencement of any bankruptcy case in which you are a debtor (the "Obligations"), you hereby: (i) assign to Instapay Flexible all your now owned and hereafter acquired Accounts, Chattel Paper, Inventory, Equipment, Instruments, Investment Property, Documents, Letter of Credit Rights, Commercial Tort Claims, and General Intangibles ("Collateral") and (ii) grant to Instapay Flexible a continuing security interest in the Collateral.
- c. You agree Instapay Flexible has the right to apply offsets for any

amounts due to Instapay Flexible under this Agreement against any amounts owing by Instapay Flexible to you.. You authorize Instapay Flexible to notify any Account Debtor obligated with respect to any Account, that the underlying Account has been assigned to Instapay Flexible by you and that payment thereof is to be made to the order of and directly and solely to Instapay Flexible and to communicate directly with your Account Debtors regarding the Account including among other things, to verify the amount and validity of any Account offered by you.

- d. Non-Recourse. Upon purchase, Instapay Flexible will assume the risk of non-payment on Purchased Accounts, up to the Insolvency Loss, so long as (i) the cause of non-payment is solely due to an Account Debtor becoming Insolvent, (ii) the Account Debtor is not an affiliate of Carrier, (iii) Carrier has acted at all times in good faith and had a commercially reasonable belief that Account Debtor would not become Insolvent, (iv) Insolvency Loss does not represent more than five (5) percent of Carrier's total Accounts at the time the Account Debtor becomes Insolvent. As used herein, (a) "Insolvency Loss" means the Face Amount of a Purchased Account less the InstaPay Fee accrued on such Purchased Account, and (b) "Insolvent" means, an Account Debtor who fails to pay a Purchased Account solely as a result of its financial inability to pay. The burden of proof as to the insolvency of an Account Debtor shall rest solely on the Carrier, with it being presumed that at all relevant times an Account Debtor is not Insolvent.
- e. Repurchase of Accounts. Carrier shall repurchase, by payment of the then unpaid Face Amount thereof together with any unpaid fees relating to the Purchased Account on demand:
 - (i) Notwithstanding Insolvency. Notwithstanding an Account Debtor becoming Insolvent:
 - a. Any Purchased Account
 - i. The payment of which has been disputed by the Account Debtor obligated thereon, Instapay Flexible being under no obligation to determine the bona fides of such dispute;

- ii. For which Carrier has breached any warranty set forth in Section 7d. below.
 - b. Purchased Accounts upon the occurrence of an Event of Default, or the date of the termination of this Agreement.
 - (ii) Absent Insolvency of an Account Debtor. If an Account Debtor has not become Insolvent on or prior to the Late Payment Date, any Purchased Account which remains unpaid beyond the Late Payment Date ("Repurchased Account"). As used herein, "Late Payment Date" means thirty-one (31) days from the date on which a Purchased Account was purchased.
 - (iii) On any Insolvency Date which occurs prior to the termination of this Agreement, Instapay Flexible shall pay to Carrier the Insolvency Loss with respect to a Repurchased Account, where the Account Debtor has become Insolvent, other than an Account which Carrier has repurchased or could be required to repurchase hereunder. As used herein, "Insolvency Date" means the date on which Instapay Flexible has reasonably determined that an Account Debtor has become Insolvent.
- f. If Carrier is an existing InstaPay user, and Carrier qualifies, which qualification shall be solely in Instapay Flexible discretion, Carrier may be offered an advance upon submission of a rate confirmation expected to give rise to Purchased Accounts ("InstaPay Fuel Advance"). An InstaPay Fuel Advance is only available on the Face Amount reasonably expected to be generated by an Account arising from the rate confirmation ("Anticipated Face Amount"). InstaPay Fuel Advance is available for same day processing of up to 50% of the Anticipated Face Amount, or other such amount as Instapay Flexible may offer from time to time, upon receipt of a valid rate confirmation prior to 08:00 A.M. Central Time. Instapay Flexible will make commercially reasonable efforts to enable Carrier to receive funds in the same business day. Carrier shall offer the Account arising from the rate confirmation to Instapay Flexible for purchase through InstaPay. Carrier shall pay to Instapay

Flexible, on demand, the balance of all unpaid InstaPay Fuel Advances and all processing fees and InstaPay Fuel Advance Fees accrued thereon.

- g. Instapay Flexible reserves the right not accept any load, from any Carrier, for any reason. You will receive confirmation of approval to use InstaPay, sent by email, within five (5) business days of receipt by Instapay Flexible of Carrier's executed Agreement and completed corresponding onboarding documents. It is Carrier's responsibility to verify that Instapay Flexible has approved the purchase of your Account. Instapay Flexible reserves the right to withdraw approval to use the Service at any time, for any reason.
 - h. Messaging in, to, or about the Service may occur via a variety of electronic communications mechanisms and you consent to such use as described in the current [Instapay Flexible Privacy Policy](#) available by email from info@getinstapay.com and online.
 - i. You consent to the collection, use and storage of your personally identifiable and non-personally identifiable information in accordance with [Instapay Flexible Privacy Policy](#) available by email from info@getinstapay.com and online.
2. Instapay Flexible Responsibilities. Instapay Flexible shall not request or in any way pressure Carrier to violate any federal, state or other applicable law with respect to Carrier's motor carriage operation. If Carrier requests, Instapay Flexible will make available a statement, either in electronic or tangible form, setting forth the transactions arising hereunder. Carrier may request as many statements as are commercially reasonably necessary. Each statement shall be considered correct and binding upon Carrier as an account stated, except to the extent that Instapay Flexible receives, within fifteen days after delivering such statement, written notice from Carrier of any specific exceptions by Carrier to that statement, and then it shall be binding against Carrier as to any items to which it has not objected.
3. Carrier Responsibilities. Carrier represents that it has full authority to enter into this Agreement, and to make the assignments hereunder. Carrier agrees to maintain all proper licenses and permits to conduct business as a motor carrier in the areas of intended operation and agrees to maintain liability and cargo insurance at the amounts set forth

by the home state of the carrier and all U.S. Law. Instapay Flexible will be held harmless, and Carrier shall indemnify Instapay Flexible for same, in the event of any and all claims arising out of Carriers failure to adhere to its responsibilities herein. Carrier agrees to provide all documents as required by the Service, and acknowledges such document requirements may change at any time. Carrier agrees it will not encumber in anyway any Account, or necessary documentation for any Account that is the subject of this Agreement. Carrier warrants and represents that there are no prior claims, rights or interests in the Accounts. Carrier agrees not to offer an Account if the Account is already encumbered, or is altered or tampered with, any such offer shall be null and void. If Carrier receives payment for any Purchased Account, or if Carrier receives an overpayment or other payment of any kind, Carrier will immediately contact Instapay Flexible (at info@getinstapay.com or 855-777-2242) and pay such funds, within ten (10) calendar days after receipt by Carrier, to Instapay Flexible via check or ACH transfer. If Payment is not received within ten (10) calendar days, in addition to any other remedies in law or equity, Instapay Flexible reserves the right to suspend, cancel, seek reimbursement, or offset any pending or future payments under this Agreement, and to charge a 5% processing fee. Carrier agrees to provide original copies of Bill of Lading ("BOL") and/or payment on delivery ("POD") and/or rate confirmation via any method required, as specified by Freight Broker within the timeframes specified by Instapay Flexible, which may change from time to time without notice. You will not factor, sell, transfer, pledge or give a security interest in any of your Accounts to anyone other than Instapay Flexible during the term of this Agreement and there are, and shall at no time be, any form of notice of lien or financing statement now or hereafter on file in any public office covering any of the Collateral except a financing statement filed naming Instapay Flexible as the secured party in respect of this Agreement.

4. RELATIONSHIP OF PARTIES

- a. Instapay Flexible as Service Provider. Instapay Flexible is an independent provider, performing the Service on behalf of Carrier. Nothing in this Agreement will be construed as establishing an employment relationship, joint venture, joint enterprise, partnership, or any other relationship between Instapay Flexible and Carrier.

- b. Authorization to Instapay Flexible. Carrier irrevocably authorizes Instapay Flexible at Carrier's expense, to exercise any of the following powers until all of the Obligations have been paid in full:
- (i) Receive, take, endorse, assign, deliver, accept and deposit, in the name of Instapay Flexible or Carrier, proceeds of any Collateral;
 - (ii) Take or bring, in the name of Instapay Flexible or Carrier, all steps, actions, suits or proceedings deemed by Instapay Flexible necessary or desirable to effect collection of or other realization upon Instapay Flexible's Accounts;
 - (iii) With respect to any of the following established or issued for the benefit of Carrier, either individually or as a member of a class or group, file any claim under (i) any bond or (ii) under any trust fund;
 - (iv) Pay any sums necessary to discharge any lien or encumbrance which is senior to Instapay Flexible's security interest in any assets of Carrier, which sums shall be included as Obligations hereunder;
 - (v) process and provide signature (physical or electronic) on behalf of Carrier on Accounts and associated paperwork for securing cargo and billing purposes;
 - (vi) Obtain Carrier's Certificates of Insurance, Motor Carrier Authority, and other official documents related to Carrier as required.
 - (vii) In order to satisfy any of the Obligations, initiate electronic debit or credit entries through the ACH system to any deposit account maintained by Carrier.
 - (viii) After an Event of Default: (a) change the address for Carrier's mail to Instapay Flexible and to receive and open mail addressed to Carrier; (b) in its own name or on behalf of Carrier, with Carrier to be bound thereby, extend the time of payment of, compromise or settle for cash, credit, return of merchandise, and upon any terms or conditions (collectively, a "Settlement"), any and all Accounts and discharge or release any Account Debtor or other obligor (including filing of any public

record releasing any lien granted to Carrier by such Account Debtor), without affecting any of the Obligations, and Carrier acknowledges that all Settlements shall be presumed to be commercially reasonable, and the burden of proof shall be on Carrier with respect thereto.

- c. Non-exclusivity. Except for Instapay Flexible's security interest, which shall be exclusive to Instapay Flexible, neither Party intends to give the other Party any exclusive rights or privileges under this Agreement. Except as otherwise stated in this Agreement, either party may contract with or otherwise provide service to any other motor carrier, broker, other intermediary or shipper.
5. Subject to the terms and conditions of this Agreement, for performance hereunder, Instapay Flexible will receive a fee ("InstaPay Fee") of 3.5% of the Face Amount of a Purchased Account. With respect to each InstaPay Fuel Advance, Carrier agrees to pay to Instapay Flexible an additional fee ("InstaPay Fuel Advance Fee") which shall be 1.5% of the Anticipated Face Amount. In addition, if Instapay Flexible receives any payment where such payment is not for a Purchased Account, Instapay Flexible shall also be entitled hold the payment in reserve against the Obligations, and/or to collect the InstaPay Fee for forwarding said payment to the correct receiving party. Instapay Flexible has the right to change the InstaPay Fee and InstaPay Fuel Advance Fee at any time, in its sole discretion.
 6. Third Party Services. Instapay Flexible may use third party services including payment processors. You agree to such third party service terms of service, including but not limited to <https://gobold.com/terms.html>
 7. CONFIDENTIAL INFORMATION For purposes of this Agreement, "Confidential Information" means and will include: (i) any information, materials or knowledge regarding Instapay Flexible and its business, financial condition, products, programming techniques, brokers, customers, suppliers, technology or research and development that is

disclosed to Carrier or to which Carrier has access in connection with Instapay Flexible's performing any service to Carrier; (ii) the terms and conditions of this Agreement. Confidential Information will not include any information that: (a) is or becomes part of the public domain through no fault of Carrier; or (b) Carrier rightfully receives from a third party who has the right to disclose it and who provides it without restriction as to use or disclosure. Carrier agrees to hold all Confidential Information in strict confidence, not to use it in any way contrary to the purposes of this Agreement, whether commercially or otherwise. Carrier acknowledges and agrees any Confidential Information provided to Carrier is provided as-is without warranty of any kind.

8. WARRANTIES

- a. No Pre-existing Obligations. Carrier represents and warrants that Carrier has no pre-existing obligations or commitments (and will not assume or otherwise undertake any obligations or commitments) that would be in conflict or inconsistent with or that would hinder Carrier's performance of its obligations under this Agreement.
- b. License and Registration. Carrier represents and warrants that it is duly registered with FMCSA as a for-hire motor carrier of property in interstate and foreign commerce pursuant to 49 U.S.C. § 13902, and will at all times maintain said registration in good standing.
- c. Performance Standard. Carrier represents and warrants that Carrier will act in a thorough and professional manner, consistent with high professional and industry standards by individuals with the requisite training, background, experience, technical knowledge and skills to perform Carrier services.
- d. All information provided by Carrier, or by Freight Broker under Carrier's instruction, is true, accurate, and complete. Note - falsification of credit information is a criminal violation of Federal Laws.
- e. Carrier will at all times maintain with Instapay Flexible, current up to date, and accurate corporate information, and notification addresses and phone numbers;
- f. Carrier will at all time remain in good standing with any corporate documents or filings in Carrier's domicile.

- g. You are at least 18 years old and have the legal capacity to be bound by this Agreement;
- h. You have the necessary rights and authority to enter into and perform the obligations required of you under this Agreement;
- i. All information which you provide to us, including but not limited to information provided during registration, information about your business, all relevant payment information, and the Accounts are yours and will remain accurate, complete and current;
- j. The Purchased Accounts are and will remain:
 - (i) Bona fide existing obligations created by the sale and delivery of goods or the rendition of services in the ordinary course of Carrier's business.
 - (ii) To the best of Carrier's knowledge, unconditionally owed and will be paid to Instapay Flexible without defenses, disputes, offsets, counterclaims, or rights of return or cancellation, other than Accounts owed by an Account Debtor which was Insolvent.
 - (iii) Not sales to any affiliate of Carrier.
 - (iv) Are "Arm's length" transactions.
 - (v) Have been personally verified and validated as correct by Carrier.

9. INDEMNIFICATION Carrier will defend, indemnify and hold Instapay Flexible harmless from and against all claims, damages, liabilities, losses, expenses and costs (including reasonable fees and expenses of attorneys and other professionals) arising out of or resulting from: (i) any action by a third party against Instapay Flexible that is based on a claim that any actions performed under this Agreement or any agreements between the Carrier and a third party, or the results of or Instapay Flexible's use thereof such agreements, infringe, misappropriate or violate such third party's rights; and (ii) any action by a third party against Instapay Flexible that is based on any act or omission of the Carrier that results in: (1) personal injury (or death) or tangible or intangible property damage (including loss of use); or (2) the violation of any statute, ordinance, or regulation; (iii) any action by a third party such as Freight Broker(s) that violates the Carrier's agreement with that party, but does not violate this Agreement, such as

failure by such third party to abide by terms in the rate/shipment contract between Carrier and that third party; (iv) any legal or financial responsibility related to any transaction between the Freight Broker and the Carrier, (v) any loss sustained by Instapay Flexible due to any false or misleading statement, or failure to provide any necessary statement, document or information associated with any Account presented to Instapay Flexible by Carrier.

10. LIMITATION OF LIABILITY. IN NO EVENT WILL INSTAPAY FLEXIBLE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THIS AGREEMENT, EVEN IF INSTAPAY FLEXIBLE HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

11. TERM AND TERMINATION

- a. Term. This Agreement will commence upon acceptance of Carrier by Instapay Flexible and, will remain in full force and effect until terminated in accordance with the terms of this Agreement.
- b. Either Party may terminate this Agreement at any time, for any reason or no reason, upon at least ten (10) days written notice to the other party (a "Notice of Termination"), whereupon this Agreement shall terminate on the date of termination specified in such notice.
- c. A Notice of Termination from Carrier shall not be effective unless all Obligations have been paid to Instapay Flexible on or before the termination date set forth therein.
- d. Any attempted termination of this Agreement other than as set forth herein shall be ineffective, and this Agreement shall continue in full force and effect as if such attempted termination was not made.

12. DEFAULT.

- a. The following events will constitute an "Event of Default" hereunder:
 - (i) Carrier defaults in the payment of any Obligations or in the performance of any provision hereof or of any other agreement now or hereafter entered into with Instapay Flexible, or any warranty or representation

contained herein proves to be false in any way, howsoever minor;

- (ii) Carrier or any guarantor of the Obligations becomes subject to any debtor-relief proceedings;
- (iii) Any such guarantor fails to perform or observe any of such guarantor's obligations to Instapay Flexible or shall notify Instapay Flexible of its intention to rescind, modify, terminate or revoke any guaranty of the Obligations, or any such guaranty shall cease to be in full force and effect for any reason whatever;
- (iv) Carrier does not maintain any license, registration or insurance necessary to operate in the United States.
- (v) Instapay Flexible for any reason, in good faith, deems itself insecure with respect to the prospect of repayment or performance of the Obligations.

- b. Effect of Default. Upon the occurrence of an Event of Default:
 - (a) Instapay Flexible may immediately terminate this Agreement, at which time all Obligations shall immediately become due and payable without notice.

13. Survival. Terms that by their nature are ongoing shall survive expiration or termination of this Agreement.

14. GENERAL

- a. No Election of Remedies. Except as expressly set forth in this Agreement, the exercise by Instapay Flexible of any of its remedies under this Agreement will be without prejudice to its other remedies under this Agreement or available at law or in equity.
- b. Assignment. Carrier may not assign or transfer any of Carrier's rights or delegate any of Carrier's obligations under this Agreement, in whole or in part, without Instapay Flexible's express prior written consent. Any attempted assignment, transfer or delegation, without such consent, will be void. Instapay Flexible may assign its rights and delegate its duties hereunder. Upon such assignment or delegation, Carrier shall be deemed to have attorned to such assignee and shall owe the same obligations to such assignee and shall accept performance hereunder by such assignee as if such assignee were Instapay

Flexible.

- c. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties permitted successors and assigns.
- d. Equitable Remedies. Because InstaPay services are personal and unique, Instapay Flexible will have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without having to post a bond or other consideration, in addition to all other remedies that Instapay Flexible may have for a breach of this Agreement.
- e. Attorneys' Fees. If any action is necessary to enforce the terms of this Agreement, the substantially prevailing party will be entitled to reasonable attorneys' fees, costs and expenses in addition to any other relief to which such prevailing party may be entitled.
- f. Severability. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement will remain in full force and effect, and the provision affected will be construed so as to be enforceable to the maximum extent permissible by law.

15. Notices. All notices required or permitted under this Agreement will be in writing and delivered by confirmed facsimile transmission, by courier or overnight delivery service, or by certified mail, and in each instance will be deemed given upon receipt. All notices to Instapay Flexible will be sent to:

Instapay Flexible Inc.
Attn: Legal Department
2131 Theo Dr. Ste E
Austin Tx 78723

All notices to Carrier will be sent to the address provided by Carrier. Provided however, that notices which by their nature relate to the day-to-day activities of the Service may be delivered in electronic form.

16. Modification of this Agreement. We reserve the right, at our discretion, to modify this Agreement on a going-forward basis at any time, with or without prior notice, and such changes will be effective in accordance

with the following. The modifications to this Agreement will be effective upon the earlier of (i) your first use of the Service with actual notice of such change, (ii) your consent to such changes, or (ii) 30 days from posting of such change. Your use of the Service following the date that any such change becomes effective constitutes your agreement to be bound by the modified Agreement. If you do not agree to the modified Agreement, your sole and exclusive remedy is to terminate this Agreement and you may no longer use the Services. Disputes arising under this Agreement will be resolved in accordance with the version of the Agreement that was in effect at the time the dispute arose.

17. Waiver. The waiver of any breach of any provision of this Agreement will not constitute a waiver of any subsequent breach of the same nature and does not constitute a waiver of other provisions hereof. A waiver is only effective if it is in writing and signed by the waiving party.

18. IN RECOGNITION OF THE HIGHER COSTS AND DELAY WHICH MAY RESULT FROM A JURY TRIAL, THE PARTIES HERETO WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING HEREUNDER, OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

19. EACH PARTY WAIVES THE RIGHT TO LITIGATE IN COURT ANY DISPUTE AS A CLASS ACTION, EITHER AS A MEMBER OF A CLASS OR AS A REPRESENTATIVE, OR TO ACT AS A PRIVATE ATTORNEY GENERAL.

20. Governing Law. The laws of the State of Texas, excluding its conflicts of

law rules, govern this Agreement and your use of the Service. To the extent that any action relating to any dispute hereunder is permitted to be brought in a court of law, such action shall be subject to the exclusive jurisdiction of the state and federal courts located in Travis County, Texas, and you hereby irrevocably submit to personal jurisdiction in such courts.