



TRANSFLO Mobile+ Terms of Use

These Terms of Use (these “**Terms**”) between Pegasus TransTech, LLC dba Transflo, a Delaware limited liability company with offices located at 4301 W Cypress Street, Suite 104 - #5053, Tampa, FL 33607 (“**Transflo**” “**our**” “**we**”) and you set forth the terms and conditions governing your access to, and use of, the TRANSFLO Mobile+ application downloaded or otherwise acquired by you (including all documentation, but explicitly excluding Third-Party Materials, the “**Mobile Suite Application**”). BY DOWNLOADING, INSTALLING AND / OR USING THE MOBILE SUITE APPLICATION, YOU (i) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THESE TERMS, (ii) REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER INTO THESE TERMS, AND (iii) ACCEPT THESE TERMS AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT DOWNLOAD, INSTALL OR USE THE MOBILE SUITE APPLICATION AND DELETE IT FROM YOUR MOBILE DEVICE.

Transflo may revise and update these Terms from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Mobile Suite Application thereafter. Your continued use of the Mobile Suite Application following the posting of revised Terms means that you accept and agree to the changes. You are expected to check this page each time you access the Mobile Suite Application so you are aware of any changes, as they are binding on you. To learn more about how we may use personal information about you in connection with the Application, please review our Privacy Policy <https://www.transflo.com/privacy-policy/>.

1. **Mobile Suite Application License.** Subject to the terms and conditions set forth in these Terms, Transflo grants you a limited, royalty-free non-exclusive, non-sublicensable and nontransferable license to download, install, and use the Mobile Suite Application for your personal, non-commercial use on a single mobile device owned or otherwise controlled by you (“**Mobile Device**”) strictly in accordance with the Mobile Suite Application’s documentation and these Terms. These Terms also apply to any changes, deletions or other updates (“**Updates**”) to the Mobile Suite Application made available by Transflo, in its sole discretion (which may be made at any time without prior notice), unless an Update is accompanied by separate terms, in which case such separate terms will govern. You shall promptly download and install all Updates and acknowledge and agree that the Mobile Suite Application or portions thereof may not properly operate should you fail to do so.
2. **Prohibited Uses of the Mobile Suite Application.** You agree to comply with all applicable laws, rules, and regulations in connection with your access and use of the Mobile Suite Application. The Mobile Suite Application may not be used while operating a vehicle. In some locations actively using an application on a mobile phone is illegal and may result in citations and fines. Transflo will not be liable due to any claim arising from your use of the Mobile Suite Application while operating a vehicle. In addition, you shall not: (i) copy the Mobile Suite Application, except as expressly permitted by these Terms, (ii) modify, translate, adapt or otherwise create derivative works or improvements of the Mobile Suite Application, (iii) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Mobile Suite Application or (iv) attempt to gain unauthorized access to any other account, computer system or network connected to any Transflo server.

3. **Third Party Products and Services.** The Mobile Suite Application may display, include or make available third-party content or provide links to third-party websites or services, including through third-party advertising (“**Third Party Materials**”). Transflo is not responsible for any Third Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. Transflo does not assume and will not have any liability or responsibility to you or any other person or entity for any Third Party Materials. Inclusion of Third Party Materials does not in any manner imply any endorsement of such Third-Party Materials or association with their owners or operators. You should review the privacy policies and terms of use of the Third Party Materials and use them entirely at your own risk and subject to such third parties’ terms and conditions.
4. **Mobile Network Charges.** Transflo is not responsible for your mobile phone or the mobile network that is provided by your mobile network provider. Your mobile network provider will charge you for the data services you use while accessing and using the Mobile Suite Application in accordance with its contract with you. Your mobile network provider may also have an acceptable use policy which will apply to your use of the Mobile Suite Application. You should contact your mobile network provider to find out about any applicable charges and any acceptable use policy before using the Mobile Suite Application.
5. **No Warranty.** The Mobile Suite Application is provided to you on an “AS IS” and “AS AVAILABLE” basis. Transflo does not warrant that the functions contained in the Mobile Suite Application will meet your requirements or that the operation of the Mobile Suite Application will be uninterrupted or error free. You assume responsibility for operation of the Mobile Suite Application, and for the installation, use, and results obtained from the Mobile Suite Application.
6. **Disclaimer.** TRANSFLO HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE MOBILE SUITE APPLICATION INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, DESIGN OR FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES CONCERNING THE NON-INFRINGEMENT OF THIRD PARTY RIGHTS.
7. **Liability.** TO THE MAXIMUM EXTENT ALLOWED BY LAW, IN NO EVENT WILL TRANSFLO OR ANY OF ITS AFFILIATES OR ITS LICENSORS BE LIABLE TO YOU OR TO ANY THIRD PARTIES FOR ANY CLAIMS, DAMAGES, OR COSTS WHATSOEVER, WHETHER SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL (INCLUDING DAMAGES OR COSTS INCURRED AS A RESULT OF LOSS OF TIME, LOSS OF SAVINGS, LOSS OF PROPERTY, LOSS OF DATA, LOSS OF PROFITS OR LOSS OF GOODWILL), WHETHER FORESEEABLE OR UNFORESEEABLE, ARISING OUT OF THE USE OR INABILITY TO USE THE MOBILE SUITE APPLICATION EVEN IF A TRANSFLO REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY THEREOF AND REGARDLESS OF THE LEGAL THEORY UNDER WHICH THE SAME IS BROUGHT.

You assume total responsibility for your use of the Mobile Suite Application and any third-party linked sites. Your sole remedy against Transflo for dissatisfaction with the Mobile Suite Application is to stop using the Mobile Suite Application.

8. **Indemnification.** You agree to indemnify, defend, and hold harmless Transflo, its affiliates and subsidiaries and all of the foregoing entities' officers, directors, employees, agents, managers, licensors and suppliers from and against, and to pay, all claims, liabilities, judgments, awards, costs, losses, expenses, damages and fees, including reasonable attorneys' fees resulting from any claim arising out of your violation of these Terms, or any activity related to your account (including negligent or wrongful conduct) by you or any other person accessing the Mobile Suite Application using your internet connection, your computer devices or your account. Furthermore, you agree that Transflo assumes no responsibility for the content you submit or make available through this Mobile Suite Application.
9. **Intellectual Property.** The Mobile Suite Application and any Updates and the content thereof (including, without limitation, copyrights, trademarks, service marks, trade names, logos and other proprietary materials) are the intellectual property of, and all rights, title and interest therein and to the Mobile Suite Application are owned exclusively by, Transflo or its licensors. The structure, organization, methods, and code of the Mobile Suite Application are the valuable trade secrets and confidential information of Transflo. The Mobile Suite Application is protected by law, including, without limitation, the copyright laws of the United States and other countries, and by international treaty provisions. The Mobile Suite Application is licensed, not sold, to you. Except as expressly stated herein, no other rights are granted to you by implication, estoppel, or otherwise, under any patent, copyright, trade secret, trademark, or other intellectual property right. Any other use, including but not limited to, the reproduction, distribution, display or transmission of the content of or downloads from the Mobile Suite Application or the unauthorized use of any intellectual property of Transflo or its licensors is strictly prohibited, unless authorized by Transflo in writing prior to such use. You further agree not to change or delete any proprietary notices from materials downloaded from the Mobile Suite Application. Any and all rights not expressly granted herein are reserved by Transflo and its licensors.
10. **Advertisements.** Transflo reserves the right to send you periodic advertisements and announcements: (i) by presenting ads in the user interface of the products provided to you by Transflo; (ii) through the Transflo website when you login; and (iii) other methods available to Transflo.
11. **Prohibited Uses.** You may use the Mobile Suite Application only for lawful purposes and in accordance with these Terms. You agree not to use the Mobile Suite Application:
 - (a) In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries);
 - (b) For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise;

- (c) To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any “junk mail,” “chain letter,” “spam,” or any other similar solicitation;
- (d) To impersonate or attempt to impersonate Transflo, a Transflo employee, another user or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing);
- (e) To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Mobile Suite Application, or which, as determined by us, may harm Transflo or users of the Mobile Suite Application, or expose them to liability;
- (f) In any manner that could disable, overburden, damage, or impair the site or interfere with any other party’s use of the Website, including their ability to engage in real time activities through the Website;
- (g) Use any robot, spider or other automatic device, process or means to access the Mobile Suite Application for any purpose, including monitoring or copying any of the material on the Mobile Suite Application;
- (h) Use any manual process to monitor or copy any of the material on the Mobile Suite Application, or for any other purpose not expressly authorized in these Terms, without our prior written consent;
- (i) Use any device, software or routine that interferes with the proper working of the Mobile Suite Application;
- (j) Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful;
- (k) Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Mobile Suite Application, the server on which the Mobile Suite Application is stored, or any server, computer or database connected to the Mobile Suite Application;
- (l) Attack the Mobile Suite Application via a denial-of-service attack or a distributed denial-of-service attack; or
- (m) Otherwise attempt to interfere with the proper working of the Mobile Suite Application.

12. **Term and Termination.** The Terms apply hereunder so long as you continue to access the Mobile Suite Application. Transflo may, in its sole discretion and without notice, terminate or suspend your access to all or part of the Mobile Suite Application for any or no reason, including without limitation, any violation of these Terms. Transflo reserves the right, in its sole discretion, to discontinue, enhance, update or otherwise modify the Mobile Suite Application, or its availability to you, at any time without notice. Upon termination of the license to the Mobile Suite Application, you will cease all use of and uninstall the Mobile Suite Application and all rights



granted to you under these Terms will terminate. The provisions of these Terms relating to Warranties, Liability, Intellectual Property, Indemnification and General Provisions shall survive any termination along with any other provisions that by their nature are intended to survive.

13. **Governing Law; Remedies.** These Terms, and all matters arising out of or related thereto, shall be in all respects governed by the laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction). Any legal suit, action or proceeding arising out of or related to these Terms or the transactions contemplated hereby shall be instituted in the federal courts of the United States of America or the courts of the State of Florida, in each case located in the City of Tampa and County of Hillsborough, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. The rights and remedies under these Terms are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.
14. **General Provisions.** If any provision of these Terms is found void and unenforceable, the remainder of these Terms will remain valid and enforceable. Any cause of action or claim you may have with respect to the Mobile Suite Application must be commenced within one (1) year after the claim or cause of action arises. Transflo's failure to insist upon or enforce strict performance of any provision of these Terms shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties hereto nor trade practice shall act to modify any of these Terms. You may not assign any of your rights or duties under these Terms to any party without Transflo's prior written consent. No amendment or modification may be made to these Terms unless it is signed in writing by both parties hereto. All notices to you will be posted on your account. All notices to Transflo must be in writing and sent via certified or registered mail (in each case, return receipt requested, postage prepaid) or email to:

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