

WEBSITE TERMS OF USE

Website Terms of Use Effective Date 1/1/2019

PLEASE READ THESE WEBSITE TERMS OF USE (the “Agreement”) CAREFULLY BEFORE ACCESSING OR USING THIS WEBSITE.

The Unified Carrier Registration Plan (herein referred to as the “Plan”) owns, operates, and controls this website and the pages thereof (collectively, the “Website”) in order to provide a web portal for entities which are required to register and submit annual fees in compliance with the Unified Carrier Registration Act of 2005, as amended (the “Act”), and for other purposes. The Plan requires all users and viewers of the Website to agree to the terms of this Agreement as a condition to accessing or using the Website. BY ACCESSING THIS WEBSITE YOU ARE INDICATING YOUR AGREEMENT TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT WISH TO AGREE TO THE TERMS OF THIS AGREEMENT, YOU SHOULD IMMEDIATELY DISCONTINUE USING AND ACCESSING THIS WEBSITE. THE PLAN MAY MODIFY THIS AGREEMENT AT ANY TIME AND FROM TIME TO TIME IN ITS SOLE DISCRETION WITHOUT NOTICE TO YOU. YOU SHOULD PERIODICALLY REVIEW THIS AGREEMENT CAREFULLY IN ORDER TO MAKE SURE THAT YOU ARE AWARE OF THE MOST CURRENT TERMS AND CONDITIONS FOR THE USE OF THE WEBSITE. ANY USE OR VIEWING OF THE WEBSITE BY YOU AFTER ANY CHANGE TO THIS AGREEMENT, WHETHER OR NOT YOU HAVE REVIEWED THE AMENDED AGREEMENT, CONSTITUTES YOUR ACCEPTANCE OF THE AGREEMENT AS CHANGED. The Plan may discontinue the operation, maintenance, or provision of this Website, any pages thereof, and/or any related content, features, or services, or the terms thereof, at any time without notice or liability to you or any third party.

You acknowledge and agree that the Plan and/or its service providers own all rights to this Website and the content and works of authorship displayed on the Website, including, without limitation, text, software, photos, images, and graphics (collectively, the “Site Property”). You are authorized to access, view, and use Site Property only in connection with efforts to facilitate compliance with the Act, or as otherwise expressly permitted pursuant to the terms of this Agreement or pursuant to the express terms of use regarding the registration and fee payment service available through the Website. Unless otherwise expressly authorized, you may not copy, reproduce, retransmit, disseminate, display, publish, sell, broadcast, circulate, distribute, commercially exploit, or create derivative works from any Site Property in any form. You further agree not to reverse engineer or reverse compile any of the Plan’s technology, including but not limited to, any Java applets associated with the Site Property. You further acknowledge and agree that the Plan name and logo and all related service names, design marks, and slogans, as well as other trade and service marks appearing on the Website (collectively, the “Marks”), are the property of the Plan and/or its service providers. You are not authorized to use such Marks without the Plan’s prior express written consent and/or the prior express written consent of the owner of the applicable Mark. You acknowledge that, except as expressly provided in this Agreement, the Plan has granted you no license or rights whatsoever in or to any Site Property or Marks, and the Plan and/or its service providers retain all rights therein.

You are responsible for obtaining and maintaining all telephone equipment and services, internet connection services, computer hardware and software, and other equipment necessary for you to access and use the Website. The Plan is not responsible or liable to you for any errors or failures resulting from defects in or malfunction of your computer or related equipment or services, nor is it responsible or liable to you for any computer virus or related problems that may be associated with the use of an online system. **THE PLAN MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, TO YOU REGARDING YOUR COMPUTER OR RELATED EQUIPMENT, YOUR SOFTWARE, OR YOUR INTERNET SERVICE PROVIDER OR ITS EQUIPMENT, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** You are responsible for protecting the security of any passwords you use in connection with the Website and the security and integrity of any information you download from the Website.

The Plan takes commercially reasonable measures to protect the security of information electronically transmitted to it through the use of the Website. However, the Plan advises you to exercise caution when sending it email through the internet (for example, to helpdesk@ucr.gov or to another Plan related internet email address) as such transmissions may not be secure. For example, email may be intercepted by a third party or may not be immediately received by the designated person or department. Please do not use email to send the Plan confidential or privileged information (such as account numbers or financial information), information that may need its immediate attention, or information the Plan has required you to send it in a signed writing or by other express means. The Plan will not be liable to you for any losses or damages incurred as a result of the interception or unauthorized use by any third party of any information transmitted by you via unsecure email or as a result of your use of email for the transmission of, or the Plan's failure to respond to email that includes information that the Plan has required you submit through another express means or medium. Please be aware that when you receive a message acknowledging your email, it means that your email has been routed into the internet and not that the message has been received by the Plan. You are welcome to contact the Plan directly by telephone during its published operating hours at 1-833-UCR-PLAN.

You acknowledge and agree that when you submit any information to the Plan through its Website you are submitting such information to the Plan and its participating member states collectively and that such information may be disclosed and transferred among these entities as well as to the Federal Motor Carrier Safety Administration ("FMCSA"), and their respective employees, agents, and authorized representatives, subject to the provisions of applicable law. You further agree that the Plan may disclose any information you submit (i) if it has a right or duty to do so; (ii) if it is compelled or permitted by law to do so; (iii) if necessary to fulfill the Plan's responsibility to administer and enforce the Act or any other statute, rule, or regulation requiring registration under such Act; (iv) as directed by you; and/or (v) as necessary to provide you with information you have requested. Any information, feedback, questions, concepts, comments, suggestions, ideas, or the like which you send to the Plan by or through its Website, or at any email address the Plan has provided at its Website, will be treated as being nonconfidential and nonproprietary as to you, and the Plan will be free to use the same or any information contained therein for any purpose whatsoever without paying any compensation to you, and the same shall be deemed the Plan's property upon receipt. Nothing herein shall be construed as limiting the responsibilities and obligations as set forth in its Privacy Policy. The terms of this Agreement also are supplemented by its Online Privacy Notice, the terms and conditions of which are incorporated herein by

reference. You acknowledge and agree that the Plan may monitor and keep a record of your use of its Website.

You agree not to use the Website for illegal purposes or for the transmission of material that is unlawful, harassing, libelous (untrue and damaging to others), invasive of another's privacy, abusive, threatening, or obscene, or that infringes the rights of others. You also agree that your use of the Website is personal to you and your company and that you will not resell or assign use of the Website or make any unauthorized commercial use of the Website. You agree not to use or attempt to use the Website or any part of the Website in any way or for any purpose that (i) attempts to gain unauthorized access to the Plan's network services; (ii) transmits any harmful or disabling computer codes or viruses; (iii) interferes with the Plan's network services; (iv) interferes with or induces a breach of any legal relationships between the Plan and the participating member states; (v) dilutes or depreciates the name and reputation of the Plan; or (vi) transmits or uploads pornographic, violent, obscene, sexually explicit, discriminatory, hateful, threatening, abusive, defamatory, offensive, harassing, or otherwise objectionable content or images.

The Plan reserves the right at all times and without notice to you, to deny your access to and use of the Website if, in its sole discretion, the Plan determines that you have violated one or more of the terms of this Agreement.

You acknowledge and agree that no registration attempted using the Website is complete and effective until all fees required as a condition of that registration have been paid in full. Accordingly, you also acknowledge and agree that if your registration fee payment fails or is insufficient for any reason, the Plan may, in its sole discretion, suspend the registration until such time as that registration fee has been paid in full, including any costs or expenses incurred by the Plan as a result of such failure. **YOU AGREE THAT THE PLAN WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY HARMS, INJURIES, OR CLAIMS, WHICH LAWYERS AND COURTS OFTEN CALL DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR OTHER INTANGIBLE LOSSES, EVEN IF THE PLAN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, RESULTING FROM SUSPENSION OF YOUR REGISTRATION.**

Any links from the Website to any website that is not owned, operated, controlled, or maintained by the Plan (a "Third-Party Site") are provided strictly for convenience. If you click a link for a Third-Party Site, you will leave the Plan's Website and enter an external website owned, operated, controlled, and/or maintained by a third party that is solely responsible for its own contractual obligations and financial condition. The Plan (i) does not control nor is it responsible for the content and/or services provided by any Third-Party Site; (ii) does not endorse or guarantee the information provided by any Third-Party Site; and (iii) is not liable for any failure of the services advertised on or provided by any Third-Party Site. The privacy and information-sharing and security policies and procedures of Third-Party Sites are distinct from those of the Plan, and a Third-Party Site may not be as secure as the Plan's Website.

Different features and services available at or through the Website, and/or different pages or sections of the Website, may be subject to separate terms and conditions in addition to the terms of this Agreement. In the event of a conflict, such separate terms and conditions will govern and control with respect to the corresponding feature, service, page, or section. If you should link to or access a separate website maintained by any of the Plan's participating member states, you should review and will be subject to any terms and conditions applicable to the use of that particular website.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE WEBSITE IS AT YOUR SOLE RISK. THE WEBSITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE PLAN EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.

THE PLAN MAKES NO REPRESENTATION OR WARRANTY THAT (I) THE WEBSITE WILL MEET YOUR REQUIREMENTS; (II) THE WEBSITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (III) THE RESULTS OR INFORMATION THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITE WILL BE ACCURATE, TIMELY, COMPLETE, ADEQUATE, OR RELIABLE; (IV) THE QUALITY OF ANY SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE WEBSITE WILL MEET YOUR EXPECTATIONS; AND/OR (V) ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE WEBSITE IS OBTAINED AT YOUR OWN DISCRETION AND RISK, AND THE PLAN IS NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL, WHETHER DUE TO ANY COMPUTER VIRUS OR OTHERWISE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE PLAN OR THROUGH OR FROM THE WEBSITE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

YOU AGREE THAT THE PLAN WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY HARMS, INJURIES, OR CLAIMS, WHICH LAWYERS AND COURTS OFTEN CALL DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, EVEN IF THE PLAN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, RESULTING FROM (I) THE USE OF OR THE INABILITY TO USE THE WEBSITE; (II) THE COST OF OBTAINING SUBSTITUTE SERVICES RESULTING FROM ANY DATA, INFORMATION, OR SERVICES OBTAINED, OR MESSAGES RECEIVED, OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE WEBSITE; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY OTHER PERSON USING OR ACCESSING THE WEBSITE; (V) ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER

VIRUS, OR LINE OR SYSTEM FAILURE; AND/OR (VI) ANY OTHER MATTER RELATING TO THE WEBSITE OR YOUR USE THEREOF.

EXCEPT WHEN CAUSED BY THE PLAN'S INTENTIONAL MISCONDUCT OR WANTONNESS, YOU AGREE TO INDEMNIFY, PROTECT AND FULLY COMPENSATE THE PLAN, ITS PARTICIPATING MEMBER STATES, AND ITS SERVICE PROVIDERS FROM ANY AND ALL THIRD-PARTY CLAIMS, LIABILITY, DAMAGES, EXPENSES, AND COSTS (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS FEES) CAUSED BY OR ARISING FROM YOUR USE OF THE WEBSITE, YOUR VIOLATION OF THIS AGREEMENT OR YOUR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY OR OTHER RIGHT OF ANY PERSON OR ENTITY.

This Agreement constitutes the current, sole, and entire agreement between you and the Plan with respect to the use of the Website, and any and all prior terms of use with respect to the use of the Website are superseded by this Agreement. You acknowledge and agree that no practice or course of dealing between you and the Plan or its participating member states, nor any oral representations by any Plan representative, which vary the terms and conditions of this Agreement shall constitute a modification or amendment of the terms and conditions of this Agreement. No failure by the Plan to exercise, and no delay by it in exercising, any right or remedy shall operate as a waiver thereof. If any provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, such provision shall be deemed automatically reformed to the extent, and only to the extent, necessary to render it valid and enforceable under applicable law; however, if such reformation of the provision is not reasonably possible, the provision shall be deemed severed from this Agreement with respect to the person or circumstances as to which such provision shall be invalid or unenforceable, and the remainder of this Agreement continue in full force and effect to the fullest extent permitted by law. This Agreement shall be governed by and construed in accordance with the laws of the United States of America, without regard to any conflict of laws provisions or your actual state of residence. For purposes of any action or proceeding arising out of this Agreement, you expressly submit to the jurisdiction of the District Court of the United States for the District of Columbia, and agree that the Plan, in its discretion, may require that the District Court of the United States for the District of Columbia be the venue for any legal proceedings arising out of or related to this Agreement. You waive and agree not to assert in any action, suit or proceeding that you are not personally subject to the jurisdiction of such District Court, that the action, suit or proceeding is brought in an inconvenient forum or that venue of the action, suit, or proceeding is improper. In the event that you should have any claim or cause of action against the Plan or one of its participating member states arising out of your use of the Website, you agree that, regardless of any statute or law to the contrary, such claim or cause of action must be initiated or filed in the District Court of the United States for the District of Columbia within one (1) year after accruing or be forever barred.