

UCR NRS THIRD-PARTY REGISTRATION SERVICE PROVIDER MODULE USER AGREEMENT

This User Agreement (the “Agreement”) is a contract between you and the Unified Carrier Registration Plan (the “UCR”) governing your use of the third-party UCR registration service provider module (the “Module”) within the UCR’s National Registration System (the “NRS”). PLEASE READ THIS AGREEMENT CAREFULLY.

1. Parties to this Agreement

This Agreement is a contract between you (“you”, “your”) and the Unified Carrier Registration Plan (“UCR”, “we”, “us”, “our”) (each individually a “Party”, and collectively the “Parties”). This Agreement is a legally binding agreement between you and the UCR governing your **non-transferrable** use of the Module, including use of any features that the UCR may add to the Module in the future.

2. The Third-Party UCR Registration Service Provider Module

The UCR created this Module to assist those providing UCR registration services to the motor carrier industry for a fee (“Third-Party UCR Registration Services”). The UCR is allowing you access to the Module to enable you to more efficiently provide your clients in the motor carrier industry with Third-Party UCR Registration Services by storing your payment information with the third-party processor linked to the NRS through the Module.

3. Use of Third-Party Payment Processor by the Module

You acknowledge that a third-party payment processor, **not** the UCR, will facilitate the actual payments of your clients’ UCR registration fees through the Module. You further acknowledge that the UCR is not a payment processor.

YOU AGREE TO RELEASE, INDEMNIFY AND HOLD THE UCR HARMLESS FROM ANY HARM, INJURY, LOSS OR DAMAGE RESULTING FROM A TRANSACTION FAILURE AND ANY ERRORS, MISCONDUCT AND/OR NEGLIGENCE BY THE THIRD-PARTY PAYMENT PROCESSOR. YOU FURTHER AGREE TO RELEASE, INDEMNIFY AND HOLD THE UCR HARMLESS FROM ANY HARM, INJURY, LOSS OR DAMAGE RESULTING FROM ANY SECURITY INCIDENT, COMPROMISE OR BREACH AT OR RESULTING FROM THE ACTIONS OR INACTION OF THE THIRD-PARTY PAYMENT PROCESSOR.

4. Module Account

4.1 You must establish a UCR Module account (an “Account”) to use the Module. You may have no more than one Account per entity providing Third-Party UCR Registration Services.

4.2 If your password is lost or stolen, or if you believe there has been unauthorized access to your Account by third parties, you must notify us immediately and change your password as soon as possible.

4.3 You may request to close your Account at any time by contacting us at

helpdesk@ucr.gov. Your request may take up to 10 business days to process. If you owe any money, the UCR will not close your Account until payment in full has been made. However, during that time we can and may limit your ability to make additional registrations using your Account. You may not close your Account to evade an investigation. You will remain liable for all obligations related to your Account even after the account is closed. The UCR will retain your information in accordance with our [Privacy Policy](#).

5. Verification

5.1 You agree to provide any information or documentation reasonably requested by us to verify your identity in connection with your Account or any use of the Module. You further authorize us to make, directly or through third parties, any inquiries we consider necessary to verify your identity. The UCR reserves the right to close, suspend or limit access to the Module in the event we are unable to obtain or verify any of this information to our satisfaction.

5.2 You agree that we may make any inquiries to assess your eligibility to use the Module including inquiries of third parties (e.g. Better Business Bureau, Federal Trade Commission, Secretary of State of your principal place of business).

6. Affirmative Obligations of Use

6.1 As consideration for the UCR allowing you access to the Module, you agree to:

- (a) perform Third-Party Registration Services in a manner which complies with (i) all applicable laws or regulations, including, without limitation, the UCR Act, (ii) the UCR Handbook, (iii) the UCR Agreement, (iv) agreements with your clients or other third-parties, (v) third-party rights, or (vi) any agreement with the UCR, including any provision of this Agreement;
- (b) provide accurate, current and complete information about you as may be prompted by any registration forms on or through the Module or otherwise requested by the UCR (“Registration Data”);
- (c) maintain at least one person on staff who has successfully completed any training module offered by the UCR on the UCR registration process;
- (d) maintain the confidentiality and security of your password and identification and agree to accept responsibility for all activities that occur under your account or password;
- (e) maintain and promptly update the Registration Data, and any other information you provide to UCR through the Module, to keep it accurate, current and complete;
- (f) promptly notify the UCR through the Module regarding any material changes to information or circumstances that could affect your eligibility to continue to use the Module or the terms on which you use the Module;

(g) diligently manage your Account to ensure that all information contained therein is accurate, current and complete (including, without limitation, the unique usernames and passwords for each person authorized to use the Account); and

(h) be fully responsible for all use of your Account and for any actions that take place using your Account.

6.2 In addition, you agree to place the following disclaimer on your website in a prominent location using 12-point type. “This website is not affiliated with the Unified Carrier Registration Plan. This website is operated by a private company that provides a private registration service for an additional fee. You are not required to use this site to register with the UCR Plan. You may register directly with the UCR Plan at www.ucr.gov.”

7. Prohibited Activities

7.1 You will not yourself and you will not assist or enable others to use the Module for any unlawful or fraudulent activity. You must immediately contact us if you believe that your Account may be subject to unauthorized use, account takeover or other type of fraudulent activity or security breach. As consideration for the UCR allowing you access to the Module, you agree that you will not do, or will not assist or enable others to do, any of the following:

(a) Breach, violate, fail to honor or comply with, or circumvent (i) any applicable laws or regulations, including, without limitation, the UCR Act, (ii) the UCR Handbook, (iii) the UCR Agreement, (iv) agreements with third-parties, (v) third-party rights, or (vi) any agreement with the UCR, including any provision of this Agreement;

(b) Provide false, fraudulent, inaccurate or misleading information to us;

(c) Do anything which either expressly or impliedly creates the likelihood of confusion or the false impression that your services are sponsored, approved, or endorsed by or otherwise affiliated in any way with, the UCR and/or the Federal Government, or any agency thereof;

(d) Provide the UCR with information belonging to another (other than information belonging to a third-party that has authorized you to perform Third-Party UCR Registration Services);

(e) Use an Account that belongs to another to provide Third-Party UCR Registration Services;

(f) Use any device, software, routine, file or other tool or technology, including but not limited to any viruses, trojan horses, worms, time bombs or cancelbots, intended to damage or interfere with the Module or to surreptitiously intercept or expropriate any system, data or personal information from the Module;

(g) Take any action that imposes an unreasonable or disproportionately large load on our infrastructure, including but not limited to denial of service attacks, “spam” or any

other such unsolicited overload technique;

(h) Commit unauthorized use of the Module, including but not limited to unauthorized entry into our systems, misuse of passwords, or misuse of any information posted to the Module; or

(i) Open or use multiple Accounts to enable the same person or entity to provide Third-Party UCR Registration Services.

8. Suspension or Termination of Privilege

Violation of any one or more of the provisions set forth in Sections 6 and 7 of this Agreement shall result in the immediate suspension of your privilege to use this Module. Such suspension shall be upon such terms and conditions as the UCR, in its sole and absolute discretion, deems appropriate. Repeated violations of any one or more of such prohibitions shall result in the permanent termination of your privilege to use the Module.

9. Intellectual Property

All content included in or made available through the Module and/or the NRS, such as text, graphics, logos, button icons, images, digital downloads, data compilations, and software, is protected under applicable copyrights, trademarks and other proprietary rights (including but not limited to intellectual property rights) and is owned by the UCR. The copying, redistribution, use or publication by you of any part of the Module and/or the NRS, unless expressly permitted in this Agreement, is strictly prohibited. Use of the Module and/or the NRS does not give you ownership of any intellectual property rights in any of the content, documents or other materials you access through the Module and/or the NRS. The posting of information or materials by the UCR on the Module and/or the NRS does not constitute a waiver of any right of the UCR in such information and materials.

10. Trademark Notices

The trademarks, service marks and logos (the "Trademarks") used and displayed on the Module and/or the NRS are registered and unregistered Trademarks of the UCR. Other trademarks, service marks and trade names may be owned by others. Nothing on the Module or the NRS should be construed as granting, by implication, estoppel or otherwise, any license or right to use any Trademark or any other UCR intellectual property displayed on the Module and/or the NRS. The Trademarks shall not be used by you in any way, including in advertising or publicity pertaining to the Module or the NRS, without prior written permission from UCR.

11. CONSENT TO ELECTRONIC COMMUNICATIONS

11.1 By clicking to accept this Agreement, you are deemed to have executed this Agreement electronically. You consent to electronically receive and access via email or your Account all records, disclosures and notices related to your Account or the Module. Your consent to receive records, disclosures and notices electronically will remain in

effect until you withdraw it. You may withdraw your consent to receive further records, disclosures and notices electronically at any time by sending an email to helpdesk@ucr.gov with "Revoke Electronic Consent" in the subject line. Any withdrawal of your consent to receive records, disclosures and notices electronically will be effective only after we have a reasonable period of time to process your request for withdrawal. If you fail to provide or if you withdraw your consent to receive communications electronically, UCR reserves the right to restrict, deactivate or close your Account.

11.2 To ensure that we can provide communications to you electronically, you agree to notify us immediately of any change in your email address by updating your Account or by contacting us via email.

11.3 To view and retain a copy of this Agreement and other communications from us, you will need to secure for yourself the use of a device (such as a computer or mobile phone) with a web browser and internet access and either a printer or local or cloud-based storage space. By accepting and agreeing to this Agreement electronically, you represent that (a) you have read and understand the above consent to receive records and notices electronically; (b) you satisfy the minimum hardware and software requirements specified in this Section 11.3; and (c) your consent will remain in effect until you withdraw your consent as specified above in Section 11.1.

12. Dispute Resolution

This Agreement provides that all Disputes (as defined below) between you and the UCR will be resolved by BINDING ARBITRATION. YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend your rights under this Agreement. Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury, and your claims cannot be brought as a class action. Please review Sections 12 and 13 of this Agreement for the details regarding your agreement to arbitrate any Disputes with the UCR.

THIS SECTION CONTAINS A BINDING ARBITRATION CLAUSE AND CLASS ACTION/JURY TRIAL WAIVER. BOTH THE ARBITRATION CLAUSE AND THE WAIVER AFFECT EACH PARTY'S RIGHTS CONCERNING THE RESOLUTION OF ANY DISPUTE BETWEEN THE PARTIES. This Dispute Resolution section applies to general disputes between you and the UCR related to your use of the Module. Any and all disputes or controversies arising from or relating to your use or inability to use the Module are governed by this Agreement.

12.1 To expedite resolution and possibly lower the cost of any dispute, controversy or claim between you and us related to any dispute or controversy arising from or relating to your use or inability to use the Module, this Agreement or the enforcement of any provision of this Agreement (each, a "Dispute"), you and we agree to first attempt to negotiate any Dispute (except those Disputes expressly excluded below) informally for at least thirty (30) days before initiating any arbitration proceeding. Such informal negotiations will commence upon receipt of a written notice (each, a "Notice"). Your address for such Notices is your most recent address provided to us in connection with your Account, or an email to the email address you have provided in your Account. Our

address for such Notices is: Unified Carrier Registration Plan 3200 Windy Hill Road SE, Suite 600W, Atlanta, Georgia 30339 or by email to disputes@plan.ucr.gov. Any Notice from you must include your name, pertinent Account information such as your Account number, a brief description of the Dispute, and your contact information, so that we may evaluate the Dispute and attempt to informally resolve the Dispute. Any Notice from us will include pertinent Account information such as your Account number, a brief description of the Dispute, and our contact information, so that you may evaluate the Dispute and attempt to informally resolve the Dispute. If the informal negotiations are successful, no further action is necessary.

12.2 IF THE PARTIES ARE UNABLE TO RESOLVE A DISPUTE THROUGH INFORMAL NEGOTIATIONS, THE PARTIES AGREE THAT EITHER YOU OR WE MAY ELECT TO HAVE THE DISPUTE FINALLY AND EXCLUSIVELY RESOLVED BY BINDING ARBITRATION. ANY ELECTION TO ARBITRATE BY ONE PARTY WILL BE FINAL AND BINDING ON THE OTHER. YOU UNDERSTAND THAT IF EITHER PARTY ELECTS TO ARBITRATE, NEITHER PARTY WILL HAVE THE RIGHT TO SUE IN COURT OR HAVE A JURY TRIAL. The arbitration will be commenced and conducted under the Commercial Arbitration Rules (the “AAA Rules”) of the American Arbitration Association (“AAA”) and, where appropriate, the AAA’s Supplementary Procedures for Consumer Related Disputes (“AAA Consumer Rules”), both of which are available at the AAA website www.adr.org. The determination of whether a Dispute is subject to arbitration shall be governed by the Federal Arbitration Act and determined by a court rather than an arbitrator. Your arbitration fees and your share of arbitrator compensation will be governed by the AAA Rules (and, where appropriate, limited by the AAA Consumer Rules). The arbitration may be conducted in person, through the submission of documents, by phone or online. The arbitrator will make a decision in writing but need not provide a statement of reasons unless requested by a party. Except as otherwise provided in this Agreement, you and we may litigate in court to compel arbitration, stay proceedings pending arbitration or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator. The parties acknowledge and agree that this Agreement, the parties’ relationship hereunder, and the transactions contemplated and undertaken hereunder, substantially involve interstate commerce, and acknowledge and agree that this Agreement is valid and enforceable under the Federal Arbitration Act, 9 U.S.C. sec. 2.

12.3 The parties agree that the following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration: (1) any suit to compel arbitration, stay proceeding pending arbitration or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator; (2) any suit to seek temporary or preliminary injunctive relief that will remain in place only until an arbitrator can determine whether the relief should be continued, modified or removed; or (3) any claim related to actual or threatened infringement, misappropriation or violation of a party’s copyrights, trademarks, trade secrets, patents or other intellectual property rights.

12.4 The parties agree that any arbitration will be limited to the Dispute between us and you individually. YOU AGREE THAT YOU WILL NOT ATTEMPT TO JOIN ANY ARBITRATION WITH ANY OTHER. YOU ALSO AGREE THAT YOU WILL NOT ASSERT ANY CLAIM ARISING OUT OF A DISPUTE ON A CLASS-ACTION BASIS OR ATTEMPT TO INVOKE OR UTILIZE CLASS-ACTION PROCEDURES. YOU FURTHER AGREE THAT YOU WILL NOT ATTEMPT TO BRING ANY CLAIM

ARISING OUT OF ANY DISPUTE IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC OR ANY PERSON OTHER THAN YOURSELF.

12.5 Arbitration will take place in Fulton County, Georgia. For any Dispute not subject to arbitration, or where no election to arbitrate has been made, the parties agree that the state and federal courts located in Fulton County, Georgia have exclusive jurisdiction, and the parties agree to submit irrevocably to the venue and personal jurisdiction of such courts. Both parties also agree to waive their right to a jury trial.

13. Applicable Law and Jurisdiction

Except as expressly provided otherwise, this Agreement is governed by, and will be construed under, the laws of the State of Delaware, without regard to choice of law principles. Judicial proceedings that are excluded from the agreement to arbitrate in Section 12 must be brought in state or federal court in or closest to, Fulton County, Georgia, unless we both agree to some other location. You and we both consent to venue and personal jurisdiction there and both parties agree to waive their right to a jury trial.

14. Limitation of Liability

Under no circumstances shall the UCR be liable to you for: (a) personal injury or any indirect, incidental, consequential, special or exemplary damages, arising from or relating to this Agreement, the use of or inability to use an Account, the Module, or our or your liabilities to third parties arising from any source; or (b) any indirect, incidental, consequential, special or exemplary damages, arising from or relating to the conduct of you or anyone else in connection with the use of an Account or the Module, including, but not limited to, damages arising from your failure to provide us with accurate information or a third party's failure to correctly verify such information. You agree that if any lawsuit or court proceeding is permitted under this Agreement, the aggregate liability of us and our affiliates and suppliers to you for all claims arising out of or related to this Agreement or your use or inability to use the Module will not exceed the greater of: (a) the amount of any affected UCR registration(s) giving rise to such damages, or (b) the amount of five hundred U.S. dollars (\$500.00). These limitations will apply even if the above stated remedy fails of its essential purpose.

15. Indemnification

You agree to release, indemnify and hold harmless the UCR, its officers, directors, employees, representatives, contractors and agents from and against any claims, liabilities, damages, losses and expenses, including without limitation reasonable legal and accounting fees, arising out of or in any way related to: (a) your access to, use of, or inability to use your Account or the Module; (b) your breach or alleged breach of this Agreement; (c) your violation of any rights of a third party, including but not limited to any negligent or willful misconduct of your employees, representatives, contractors, or agents, or a breach of any contracts or other relationships between you and your clients or any other third parties; (d) your violation of any applicable law; (e) your failure to provide and maintain true, accurate, current and complete information in your Account; or (f) the unauthorized accessing or use of your computer or other information systems

by a third party. You shall cooperate as fully as reasonably required in the defense of any such claim. The UCR reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by you. You agree not to settle any matter without the prior written consent of the UCR. This indemnification, defense and hold harmless obligation will survive these Terms of Use and the termination of your use of the Module.

16. Disclaimer of Warranties

16.1 THE MODULE IS PROVIDED “AS IS” WITHOUT REPRESENTATION OR WARRANTY, WHETHER IT IS EXPRESS, IMPLIED, OR STATUTORY. WITHOUT LIMITING THE FOREGOING, THE UCR SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

16.2 THE UCR DOES NOT WARRANT OR GUARANTEE THAT THE MODULE IS ACCURATE, RELIABLE OR CORRECT; THAT THE MODULE WILL MEET YOUR REQUIREMENTS; THAT THE MODULE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED, ERROR-FREE, WITHOUT DEFECT OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE MODULE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

17. Changes to this Agreement

The UCR may amend this Agreement from time to time. If the UCR makes any changes to this Agreement that it deems material, the UCR will notify you in advance of such changes via the email address associated with your Account. In any event, it is your responsibility to review this Agreement, available on the [NRS Permitting](#) website, from time to time to see if it has changed. If you do not agree with the changes, do not use the Module and close your Account.

18. Miscellaneous

18.1 This Agreement is effective until terminated by either party. You may terminate this Agreement by destroying all Module-related materials and paying all money you owe. The privileges granted to you under this Agreement will terminate immediately and automatically without notice from us if, in the UCR’s sole discretion, you violate or fail to comply with any term or provision of this Agreement.

18.2 If any provision of this Agreement (or any portion thereof) is determined to be invalid or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and shall be binding upon the parties and shall be enforceable, as though said invalid or unenforceable provision (or portion thereof) were not contained in this Agreement.

18.3 The failure of the UCR to exercise or enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision in that or any other instance.

18.4 The following provisions of this Agreement shall survive termination of your use of or access to the Module: the sections concerning Dispute Resolution, Applicable Law and Jurisdiction, Limitation of Liability, Indemnification, Disclaimer of Warranties, and Miscellaneous, and any other provision that by its terms survives termination of your use of or access to the Module.

18.5 This Agreement constitutes and contains the entire agreement between you and the UCR with respect to the subject matter hereof and supersedes any prior or contemporaneous oral or written agreements. You and the UCR acknowledge and agree that the other has not made any representations, warranties or agreements of any kind, except as expressly set forth herein.

19. Acceptance of this Agreement

By clicking to accept this Agreement, you agree to be bound by the provisions of this Agreement and agree to the UCR's Privacy Policy.

BY CLICKING TO ACCEPT THIS AGREEMENT, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT THAT YOU ARE 18 YEARS OF AGE OR OLDER AND, IF ACCEPTING THESE TERMS AND CONDITIONS ON BEHALF OF AN ENTITY, ARE AUTHORIZED TO ENTER INTO THIS AGREEMENT ON BEHALF OF THE ENTITY; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU WILL NOT BE ALLOWED TO USE THE MODULE.