



## Customer Agreement

This Customer Agreement (“*Agreement*”) constitutes a legal agreement between you, an individual or entity, as applicable (“*you*” or “*Customer*”) and Vixster, L.L.C. (“*Vixster*” or “*Company*”).

Company provides lead generation to independent third-party providers of trash and recycling services using the Vixster Services (as defined below). The Vixster Services enable an authorized third-party provider to seek, receive and fulfill requests for trash and/or recycling services from you as an authorized Customer of Vixster’s technology platform (e.g., website or mobile application). You desire to enter into this Agreement for the purpose of accessing and using the Vixster Services. For clarity, these terms apply to your use of the Vixster Services for your receipt of trash and recycling services.

When you accept use of the Vixster Services, you agree to the terms and conditions that are set forth below and you and Company shall be bound by the terms and conditions set forth herein.

**IMPORTANT: BY ACCEPTING USE OF THE VIXSTER SERVICES, YOU AGREE TO THE TERMS AND CONDITIONS SET FORTH BELOW. PLEASE ALSO CAREFULLY REVIEW THE ARBITRATION PROVISION SET FORTH BELOW IN SECTION 6, AS IT WILL REQUIRE YOU TO RESOLVE DISPUTES WITH THE COMPANY ON AN INDIVIDUAL BASIS THROUGH FINAL AND BINDING ARBITRATION UNLESS YOU CHOOSE TO OPT OUT OF THE ARBITRATION PROVISION. BY VIRTUE OF YOUR USE OF THE VIXSTER SERVICES, YOU WILL BE ACKNOWLEDGING THAT YOU HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT (INCLUDING THE AUTOMATIC RENEWAL PROVISION IN SECTION 2 AND THE ARBITRATION PROVISION IN SECTION 6) AND HAVE TAKEN TIME TO CONSIDER THE CONSEQUENCES OF THIS IMPORTANT BUSINESS DECISION.**

## 1. Services.

- 1.1. **Vixster Services; Waste Removal Services.** Vixster will make the Vixster Services available to you pursuant to this Agreement. For purposes of this Agreement, “*Vixster Services*” mean Vixster’s lead generation and related services that enable waste removal providers (“*Haulers*”) to provide Waste Removal Services to you. “*Waste Removal Services*” means Haulers’ provision of waste removal services, whether trash or recycling (as applicable), to or on behalf of Customers via the Vixster Services, by (a) picking up waste from Customer’s property based on the Customer Information (as defined below), and (b) delivering such waste to a legally authorized location for the dumping of such waste in compliance with all laws.
- 1.2. **Your Relationship with Company.** You acknowledge and agree that Company’s provision to you of the Vixster Services creates a direct business relationship between Company and you. In order to use the Vixster Services, you must register for and maintain an active personal customer services account (“*Account*”). Account registration may require you to submit certain personal information to Vixster related to your request for and use of the Vixster Services and Waste Removal Services including waste pick-up location, pick-up frequency, your name, your contact information, and a valid payment method, as well as any other relevant details specific to the waste to be removed (“*Customer Information*”). You agree to maintain accurate, complete, and up-to-date Customer Information in your Account. Your failure to maintain accurate, complete, and up-to-date Account information, including having an invalid or expired payment method on file, may result in your inability to access or use the Vixster Services and Waste Removal Services. You may not assign or otherwise transfer your Account to any other person or entity, except with the consent of Vixster. After you register for an Account, Company will then match you with a Haulers to provide Waste Removal Services pursuant to the Customer Information. Company retains the sole right to determine which Hauler will receive your request for Waste Removal Services for any pick-up. The selection of Hauler is based on any number of factors, including, but not limited to, past performance history, reliability metrics, and quality of vehicle. You agree to comply with all applicable laws when accessing or using the Vixster Services and Waste Removal Services. After receiving Waste Removal Services, you may, but are not obligated to, provide comments about the Hauler. These comments are intended to note any special circumstances to make future Waste Removal Services safer and more efficient, rather than reflect Vixster’s control over Haulers. Company reserves the right to use, share and display your comments in any manner in connection with the business of Company without your approval.
- 1.3. **Your Relationship with Haulers.** In an effort to provide Haulers with significant advantages and flexibility (e.g., selection of their own time, discretion to engage in other business or employment activities, etc.), Vixster engages Haulers as independent contractors. When you enter into this Agreement, you acknowledge and agree that Haulers’ provision of Waste Removal Services to you creates a direct business relationship between you and the Hauler. You acknowledge that different terms of use and privacy policies may apply to your use of such third party providers’ services. Haulers shall have the sole responsibility for any obligations or liabilities to Customers or other third parties that arise from their provision of Waste Removal Services and Company is not responsible or liable for the actions or inactions of a Hauler.
- 1.4. **Waste Materials.** You represent and warrant that the materials to be collected under this Agreement shall be only “Waste Materials” and “Recyclable Materials”, each as defined

herein. For purposes of this Agreement, "Waste Materials" mean non-hazardous solid waste and organic waste and "Recyclable Materials" means only paper, plastic, glass, aluminum and cardboard. Waste Materials and Recyclable Materials must be generated by Customer at the service address designated under Customer's Account. "Waste Materials" and "Recyclable Materials" specifically excludes, and you agree not to deposit or permit the deposit for collection of, any radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, biohazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, or other certain types of waste, such as waste tires, industrial process wastes, asbestos containing material, petroleum contaminated soils, treated/de-characterized wastes, and demolition debris (collectively, "*Excluded Materials*"). By using the Vixster Services, you acknowledge and agree that you have read and agree to the "*Customer Policies*" found at <https://vixster.com/policies/>. Title to and liability for Excluded Materials shall remain with Customer at all times. Title to Customer's Waste Materials and Recyclable Materials is transferred to Company upon Company's receipt or collection unless otherwise provided in this Agreement or applicable law.

## 2. Term; Termination.

- 2.1. **Term.** The initial term of this Agreement shall be selected by you when you register for an Account online or as otherwise communicated to Vixster by telephone or otherwise ("*Initial Term*"). **The Initial Term shall automatically renew for additional renewal terms at the then-current service specifications, including length of term, pick-up frequency and applicable charges (each, a "*Renewal Term*"), unless you give Company notice of termination at least fifteen (15) days prior to the termination of the then-existing term.**
- 2.2. **Termination.** This Agreement may be terminated: (a) by Customer (i) upon providing notice of termination pursuant to Section 2.1 above, or (ii) pursuant to Section 3.2 if Company increases the Charges payable by Customer hereunder with a Consensual Price Increase; and (b) by Company: (i) immediately, if Customer violates this Agreement, or (ii) upon providing notice of termination fifteen (15) days in advance, for any other reason, provided, however, that Vixster may immediately suspend the provision of services to you upon the provision of such notice. Upon termination or expiration of this Agreement, you shall have no right to continue use of the Vixster Services. If this Agreement is terminated by Customer for any reason other than a termination expressly permitted by this Agreement, then Vixster shall be entitled to all of the fees due under this Agreement for the entire contract term (whether an Initial Term or a Renewal Term).

## 3. Payment.

- 3.1. You understand that use of the Vixster Services will result in charges to you for the services or goods you receive ("*Charges*"). Charges will be due and payable at the beginning of an Initial Term or Renewal Term, as applicable. All Charges and payments will be enabled by Vixster using the preferred payment method designated in your Account, and you authorize Vixster to charge the payment method designated in your Account at the beginning of any Initial Term or Renewal Term, as applicable. All Charges are based on services purchased, regardless of usage. All Charges paid by you are final and non-refundable, unless otherwise determined by Vixster. Vixster may use the proceeds of any Charges for any purpose, subject to any payment obligations it has agreed to with Haulers for their provision of Waste Removal Services to you; in such cases, Vixster will collect payment of those charges from you, on the

Hauler's behalf as their limited payment collection agent, and payment of the Charges shall be considered the same as payment made directly by you to the Hauler.

- 3.2. Company may increase the Charges to your Account for: any increase in disposal, fuel or transportation costs; any change in the composition of the Waste Materials or Recyclable Materials or increases in the average weight per container of Waste Materials or Recyclable Materials; increased costs due to uncontrollable circumstances, including, without limitation, changes in local, state or federal laws or regulations, imposition of taxes, fees (including dumping fees) or surcharges and acts of God such as floods, fires, etc. Company may also increase the charges to reflect increases in the Consumer Price Index for the municipal or regional area in which the Service Address is located. Without limiting the foregoing, Company also reserves the right to seek, and Customer acknowledges that it should expect Company to seek, increases in the Charges payable by Customer hereunder for reasons not specifically permitted in this Section (a "*Consensual Price Increase*"). If Customer does not accept the Consensual Price Increase, Customer's sole right and remedy shall be to terminate this Agreement by written notice to Company no later than thirty (30) days after Company notifies Customer of such Consensual Price Increase. Customer's failure to terminate this Agreement (within the 30-day period) shall be construed as Customer's acknowledgement that the continuation of the Vixster Services by Company hereunder is good, valuable and sufficient consideration for the Consensual Price Increase. Notwithstanding the foregoing, the parties may, but are not obligated to, agree to a different increase or adjustment to Customer's Charges (a "*Negotiated Price Adjustment*") as a result of a Consensual Price Increase.

#### **4. Customer Provided Information.**

- 4.1. **Use and Disclosure of Customer Information.** You acknowledge and agree that Company may disclose the Customer Information to Haulers for the purpose of providing Waste Removal Services to you. Subject to applicable law, Company may, but shall not be required to, provide to you, a Hauler, an insurance company and/or relevant authorities and/or regulatory agencies any information about you or any Waste Removal Services provided hereunder if: (a) there is a complaint, dispute or conflict, including an accident, between you and a Hauler; (b) it is necessary to enforce the terms of this Agreement; (c) it is required, in Company's sole discretion, by applicable law or regulatory requirements (e.g., Company receives a subpoena, warrant, or other legal process for information); or (d) it is necessary, in Company's sole discretion, to (1) protect the safety, rights, property or security of Company, the Vixster Services, any Hauler or any third party; (2) to protect the safety of the public for any reason including the facilitation of insurance claims related to the Vixster Services or Waste Removal Services; (3) to detect, prevent or otherwise address fraud, security or technical issues; (4) to prevent or stop activity which Company, in its sole discretion, may consider to be, or to pose a risk of being, an illegal, unethical, or legally actionable activity; or (e) it is required or necessary, in Company's sole discretion, for insurance or other purposes related to your ability to qualify, or remain qualified, to use the Vixster Services. You understand that Company may retain your personal data for legal, regulatory, safety and other necessary purposes after this Agreement is terminated.
- 4.2. Company may collect your personal data during the course of your registration for, and use of, the Vixster Services, or may obtain information about you from third parties. Such information may be stored, processed, transferred, and accessed by Company, third parties, and service providers for business purposes, including for marketing, lead generation, service development and improvement, analytics, industry and market research, and such other purposes consistent with Company's legitimate business needs. You expressly consent to such use of personal data. Company further collects and uses your personal information as provided in the privacy statement located at <https://vixster.com/vixster-l-l-c-privacy-policy/>.

4.3. **Text Messaging and Telephone Calls.** You agree that Vixster may contact you by telephone or text message at any of the phone numbers provided by you or on your behalf in connection with your Account, including for marketing purposes. You understand that you are not required to provide this consent as a condition of purchasing any property, goods or services.

**5. Disclaimers; Limitation of Liability; Indemnity.**

5.1. **DISCLAIMER.** THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." VIXSTER DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE TERMS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, VIXSTER MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, OR AVAILABILITY OF THE SERVICES OR ANY SERVICES OR GOODS REQUESTED THROUGH THE USE OF THE SERVICES, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. VIXSTER DOES NOT GUARANTEE THE QUALITY, SUITABILITY, SAFETY OR ABILITY OF HAULERS. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES, AND ANY SERVICE OR GOOD REQUESTED IN CONNECTION THEREWITH, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

5.2. **LIMITATION OF LIABILITY.** VIXSTER SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST DATA, PERSONAL INJURY, OR PROPERTY DAMAGE RELATED TO, IN CONNECTION WITH, OR OTHERWISE RESULTING FROM ANY USE OF THE SERVICES, REGARDLESS OF THE NEGLIGENCE (EITHER ACTIVE, AFFIRMATIVE, SOLE, OR CONCURRENT) OF VIXSTER, EVEN IF VIXSTER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. VIXSTER SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES, WHETHER ARISING UNDER CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF: (i) YOUR USE OF OR RELIANCE ON THE SERVICES OR YOUR INABILITY TO ACCESS OR USE THE SERVICES; OR (ii) ANY TRANSACTION, ACTION, OR RELATIONSHIP BETWEEN YOU AND ANY HAULER, EVEN IF VIXSTER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. VIXSTER SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND VIXSTER'S REASONABLE CONTROL. THE SERVICES MAY BE USED BY YOU TO REQUEST AND SCHEDULE WASTE REMOVAL SERVICES WITH HAULERS, BUT YOU AGREE THAT VIXSTER HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO ANY WASTE REMOVAL SERVICES PROVIDED TO YOU BY HAULERS OTHER THAN AS EXPRESSLY SET FORTH IN THESE TERMS.

5.3. THE DISCLAIMER AND LIMITATIONS IN THIS SECTION DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

5.4. **Indemnity.** You agree to indemnify and hold Vixster and its affiliates and their officers, members, managers, employees, and agents harmless from any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees), arising out of or in connection with: (i) your use of the Vixster Services or services or goods obtained through your use of the

Vixster Services; (ii) your breach or violation of this Agreement; (iii) Vixster's use of your Customer Information; or (iv) your violation of the rights of any third party, including Haulers.

## 6. Arbitration; Governing Law

- 6.1. Any dispute, controversy, or claim arising out of or related to this Agreement or any breach or termination of this Agreement, including the provision of services by Company to you, shall be submitted to and decided by confidential binding arbitration. Arbitration shall be administered exclusively by the American Arbitration Association (“AAA”) and shall be conducted by a single arbiter consistent with the rules, regulations, and requirements thereof as well as any requirements imposed by state law. The arbitrator may apportion the costs of the arbitration, including arbitrator’s fees, among the parties, but shall have no power to award attorneys’ fees. Each party shall be responsible for its’ own attorneys’ fees. Any arbitral award determination shall be final and binding upon the Parties. To the maximum extent permitted by law, the arbitration, including the dispute(s) to be arbitrated hereunder and any of the underlying facts and circumstances relating to such dispute(s), shall be kept strictly confidential.
- 6.2. **Arbitration shall proceed only on an individual basis. The Parties waive the right to assert, participate in, or receive money or any other relief from any class, collective, or representative proceeding. Each party shall only submit their own individual claims against the other and will not seek to represent the interests of any other person.** Notwithstanding anything to the contrary in AAA’s arbitration rules, no arbitrator shall have jurisdiction or authority to compel any class or collective claim, to consolidate different arbitration proceedings, or to join any other party to an arbitration between the parties hereto, except with the express written consent of the parties hereto.
- 6.3. You shall have the right to opt out of this Arbitration Provision by providing written notice of your intention to do so to the Company by (1) sending electronic mail, within fifteen (15) days of signing up for the Vixster services, to [team@vixster.com](mailto:team@vixster.com) stating your name and clearly indicating your intent to opt out of the Arbitration Provision, or (2) sending a letter by U.S. Mail, or by any nationally recognized delivery service (e.g., UPS, FedEx, etc.), post-marked within fifteen (15) days of signing up for the Vixster services, to the Company at the following address: 176 Ravens View, Boone, NC 28607.
- 6.4. If any provision of this Arbitration Provision is adjudged to be void or otherwise unenforceable, in whole or in part, the void or unenforceable provision may be modified or amended by an arbiter (or court, as applicable) to render it enforceable to the maximum extent permitted by law and shall not affect the validity of the remainder of this Arbitration Provision.

## 7. Miscellaneous Terms

- 7.1. **Modification.** Any modifications that the Company makes to the terms and conditions of this Agreement shall be binding on you only upon your continued use of the Vixster Services, and as otherwise expressly set forth herein. Company reserves the right to modify any information referenced at hyperlinks from this Agreement from time to time. You hereby acknowledge and agree that, by continuing to use the Vixster Services, or downloading, installing or using the Provider App after such modifications are made, you are bound by any future modifications to information referenced in those hyperlinks.

- 7.2. **Severability.** If any provision of this Agreement is or becomes invalid or non-binding, the parties shall remain bound by all other provisions hereof. Any invalid or non-binding provision may be modified or amended by an arbiter (or court, as applicable) to render it enforceable to the maximum extent permitted by law.
- 7.3. **Assignment.** You shall not assign, transfer, delegate, or subcontract this Agreement or any of its rights or obligations hereunder, in whole or in part, without the prior written consent of Company (which shall not be unreasonably withheld). Company may assign, transfer, delegate, or subcontract this Agreement or any of its rights or obligations hereunder, in whole or in part, without the prior written consent of you, for any reason, including, for avoidance of doubt, to an acquirer of all or substantially all of Company's business, equity or assets.
- 7.4. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter and replaces and supersedes all prior or contemporaneous agreements or undertakings regarding such subject matter. In this Agreement, the words "including" and "include" mean "including, but not limited to." The recitals form a part of this Agreement.
- 7.5. **No Third Party Beneficiaries.** There are no third party beneficiaries to this Agreement, and nothing contained in this Agreement is intended to or shall be interpreted to create any third-party beneficiary claims.
- 7.6. **Notices.** Any notice delivered by Company to you under this Agreement will be delivered by email to the email address associated with your account, or by telephone to the telephone number associated with your account. Any notice delivered by you to Company under this Agreement will be delivered by contacting Company at [team@vixster.com](mailto:team@vixster.com).
- 7.7. **General.** No joint venture, partnership, employment, or agency relationship exists between you, Vixster or any Hauler as a result of this Agreement or use of the Vixster Services, except as expressly provided herein.
- 7.8. **Counterparts; Electronic Signatures.** This Agreement may be accepted by you by any electronic means, and shall constitute an enforceable agreement.