

# Cursor Terms of Service

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## 1. Applicability.

(a) These Terms of Service (these "**Terms**") are the only terms that govern the provision of services by Krsor LLC, a Limited Liability Company formed in North Carolina, United States ("**Service Provider**") to the transporter of items utilizing the Service Provider's service (hereinafter "**Cursor**") (collectively, the "Parties" or individually as "Party").

(b) By accessing or using the Platform (defined as the Service Provider's application found at [www.krsor.com](http://www.krsor.com) or the mobile application obtained from either the Apple App or Android app stores), you agree to be bound by these Terms. If you disagree with any part of the Terms, then you do not have the permission of Krsor, LLC to access or use the Platform.

(c) These Terms (this "**Agreement**") comprise the entire agreement between the Parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of any conflict between these Terms and another writing, these Terms shall govern.

(d) These Terms prevail over any of Cursor's general terms and conditions regardless whether or when Cursor has submitted its request for proposal, order, or such terms. Provision of services to Cursor does not constitute acceptance of any of Cursor's terms and conditions and does not serve to modify or amend these Terms.

2. **Services.** The facilitation of the transportation of approved items (subject to the review and secondary approval of the Cursor) from one destination to another by the Cursor, as directed by the client placing the order, directing and requesting the shipment of item(s) (heretofore "Shipper") shall consist of the service to be offered (hereinafter the "Service" or "Services"). Krsor, LLC reserves the right to reject the transportation of shipments subject to its sole discretion even though Cursor has accepted or approved of the item.

## 3. Cursor's Obligations. Cursor shall:

(a) cooperate with Service Provider in all matters relating to the Services and provide such access to Cursor's location, as may reasonably be requested by Service Provider, for the purpose of performing the Services;



(b) respond promptly to any Service Provider request to provide direction, information, approvals, authorizations, updates, or decisions that are reasonably necessary for Service Provider to perform Services or provide updates to the Shipper in accordance with the requirements of this Agreement;

(c) provide such identification, materials or information as Service Provider may request to carry out the Services in a timely manner and ensure that such materials or information are complete and accurate in all material respects;

(d) submit to a background check and provide all information necessary to Service Provider upon request such that Service Provider has the information needed to either approve or deny Cursor's status as a user of Service Provider's application;

(e) Verify the legitimacy and accuracy of the items as described in the Shipper's request prior to accepting the item for transportation; and

(f) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before, during, and after the date on which the Services are to start.

4. Cursor's Acts or Omissions. If Service Provider's performance, to either the Cursor or the Shipper, of its obligations under this Agreement is prevented or delayed by any act or omission of Cursor or its agents, subcontractors, consultants, or employees, Service Provider shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Cursor or Shipper, in each case, to the extent arising directly or indirectly from such prevention or delay.

#### 5. Change Orders.

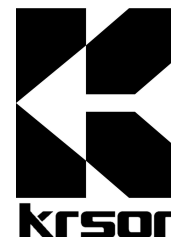
(a) If either Party wishes to change the scope or performance including destinations, items, or quantity of the subject of the Services, it shall submit details of the requested change to the other Party in writing. Service Provider shall, within a reasonable time after such request, provide a written estimate to Cursor of:

(i) the likely time required to implement the change;

(ii) any necessary variations to the fees and other charges for the Services arising from the change;

(iii) the likely effect of the change on the Services; and

(iv) any other impact the change might have on the performance of this Agreement.



(b) Promptly, after receipt of the written estimate, the Cursor Parties shall negotiate and agree to the terms of such change directly with the Shipper (a "**Change Order**"). Cursor shall remain responsible to Service Provider for ensuring Service Provider's fee is accurate and paid.

(c) Notwithstanding Section 5(a) and Section 5(b), Service Provider may, from time to time change the Services without the consent of Cursor provided that such changes do not materially affect the nature or scope of the Services, or the fees or any performance dates set forth in the Order Confirmation.

## 6. Fees and Expenses; Payment Terms; Interest on Late Payments.

(a) In consideration of the provision of the Services by Service Provider and the rights granted to Cursor under this Agreement, Cursor is aware that the Shipper shall pay any fees set forth by the Service Provider at the time of the Cursor's acceptance of the order for Services. KRSOR's fee will be immediately deducted from this payment.

(b) Cursor shall be responsible for all fees involved in the transportation including; tolls, gas, vehicle maintenance, violation of laws, and any other fees that result from the Service.

(c) Cursor agrees to reimburse Service Provider for all reasonable expenses incurred by Service Provider in connection with the performance of the Services.

(d) Cursor shall pay all invoiced amounts due to Service Provider within seven (7) days from the date of Service Provider's invoice. Cursor shall make all payments hereunder in US dollars by utilizing the Service Provider's application[SG1] W.

(e) Cursor shall remain responsible to Service Provider for ensuring Service Provider collects the fee that they are owed for the transaction.

(f) In the event payments are not received by Service Provider seven (7) days after becoming due, Service Provider may:

(i) charge interest on any such unpaid amounts at a rate of 5% per month or, if lower, the maximum amount permitted under applicable law, from the date such payment was due until the date paid; and

(ii) suspend performance for all Services and prevent the Cursor from accepting new jobs until payment has been made in full.

7. Taxes. Cursor shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by or to Cursor hereunder.



8. Intellectual Property. All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works and all other rights not including any technological know-how, application or website code, or proprietary algorithms (collectively, "**Intellectual Property Rights**") in and to all documents, work product, and other materials that are delivered to Cursor under this Agreement or prepared by or on behalf of Service Provider in the course of performing the Services, including any items identified as such in the Order Confirmation (collectively, the "**Deliverables**") shall be owned by Service Provider. Service Provider hereby grants Cursor a license to use all Intellectual Property Rights free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicensable, fully paid-up, royalty-free, and perpetual basis to the extent necessary to enable Cursor to make reasonable use of the Deliverables and the Services.

9. Confidential Information.

(a) All non-public, confidential or proprietary information of Service Provider, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to Shippers, pricing, and marketing (collectively, "**Confidential Information**"), disclosed by Service Provider to Cursor, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the provision of the Services and this Agreement is confidential, and shall not be disclosed or copied by Cursor without the prior written consent of Service Provider. Confidential Information does not include information that is:

- (i) in the public domain;
- (ii) known to Cursor at the time of disclosure; or
- (iii) rightfully obtained by Cursor on a non-confidential basis from a third party.

(b) Cursor agrees to use the Confidential Information only to make use of the Services and Deliverables.

(c) Service Provider shall be entitled to injunctive relief for any violation of this Section.

10. Comments and Uploading Content.

By submitting a commenting, communicating, or uploading content utilizing the Platform, you grant Krsor LLC a worldwide, non-exclusive, perpetual, royalty-free license to reproduce, review, publish



and distribute the comment or content. When you make a comment or upload any content onto this Platform, you agree that such comment or content may be viewed by other parties and it is your responsibility to ensure that the comment or content does not contain any confidential or proprietary information. You are also responsible for ensuring that your content or comment does not violate any laws, rules or regulations. We reserve the right to remove any content or comment at any time at our sole discretion.

The following is a non-exhaustive list of types of content or comments that you are prohibited from posting on our Platform:

- Content that harasses others;
- Content that is discriminatory or offensive;
- Swearing, name calling and otherwise abusive content;
- Pornographic and sexually explicit content;
- Content displaying, depicting or suggesting violence;
- Content that exploits or abuses children;
- Content encouraging or committing illegal acts;
- Content sharing personal information without consent;
- Content infringing on someone's rights, including intellectual property rights;
- Content advertising products or services without our permission;
- Content whose purpose is spamming others.

## 11. Representation and Warranty.

(a) Service Provider represents and warrants to Cursor that it shall perform the Services in a professional manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement.

(b) The Service Provider shall not be liable for a breach of the warranty set forth in **Section 11(a)** unless Cursor gives written notice of the defective Services, reasonably described, to Service Provider within seven (7) days of the time when Cursor discovers or ought to have discovered that the Services were not operating as intended.

(c) Subject to **Section 11(b)**, Service Provider shall repair such Services ensuring the application is performing as intended (or the defective part).

**(d) THE REMEDIES SET FORTH IN SECTION 11(c) SHALL BE THE CURSOR'S SOLE AND EXCLUSIVE REMEDY AND SERVICE PROVIDER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 11(a).**

12. **Disclaimer of Warranties. EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 11(a) ABOVE, SERVICE PROVIDER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES, INCLUDING ANY (A) WARRANTY OF**



**MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.**

13. Limitation of Liability.

**(a) IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE TO CURSOR OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.**

**(b) IN NO EVENT SHALL SERVICE PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE ANTICIPATED COMMISSION TO BE PAID OR PAYABLE TO CURSOR PURSUANT TO THE APPLICABLE ORDER CONFIRMATION.**

14. Termination. In addition to any remedies that may be provided under this Agreement, Service Provider may terminate this Agreement with immediate effect upon written notice to Cursor, if Cursor has not otherwise performed or complied with any of the terms of this Agreement, in whole or in part; or if Service Provider has determined in its sole discretion to disapprove Cursor as a user of its application.

15. Insurance. During the term of this Agreement, Cursor shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in a sum no less than \$[NUMBER] with financially sound and reputable insurers. Upon Service Provider's request, Cursor shall provide Service Provider with a certificate of insurance from Cursor's insurer evidencing the insurance coverage specified in these Terms. The certificate of insurance shall name Service Provider as an additional insured. [SG4] For its own safety and the protection of the transported item and general public, Cursor agrees not to perform the Services without having a valid insurance policy. Except where prohibited by law, Cursor shall require its insurer to waive all rights of subrogation against Service Provider's insurers and Service Provider.[SG5]



16. **Waiver.** No waiver by Service Provider of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Service Provider. No failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

17. **Force Majeure.** No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Cursor to make payments to Service Provider hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's ("Impacted Party") control, including, without limitation, the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, pandemic, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns or other industrial disturbances; (h) shortage of adequate power or transportation facilities; (i) other similar events beyond the control of the Impacted Party. The Impacted Party shall give notice within two (2) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of two (2) days following written notice given by it under this Section 17, either Party may thereafter terminate this Agreement upon written notice.

18. **Assignment.** Cursor shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Service Provider. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Cursor of any of its obligations under this Agreement.

19. **Relationship of the Parties.** The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

20. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or



implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

21. **Governing Law.** All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of North Carolina without giving effect to any choice or conflict of law provision or rule (whether of the State of North Carolina or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of North Carolina.

22. **Submission to Jurisdiction.** Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of North Carolina in each case located in the City of Raleigh and County of Wake, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

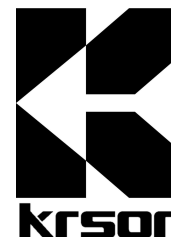
Yout and Krsor, LLC agree that each may bring claims against the other only in your or its individual capacity and not as a plaintiff or class member in any class or representative action.

Any unresolved controversy or claim arising out of or relating to this Agreement, except as (i) otherwise provided in this Agreement, or (ii) any such controversies or claims arising out of either party's intellectual property rights for which a provisional remedy or equitable relief is sought, shall be submitted to arbitration by one arbitrator mutually agreed upon by the parties, and if no agreement can be reached within thirty (30) days after names of potential arbitrators have been proposed by the American Arbitration Association (the "**AAA**"), then by one arbitrator having reasonable experience in corporate finance transactions of the type provided for in this Agreement and who is chosen by the AAA. Each party will bear their own responsibility for fees incurred as a result of arbitration.

23. **Notices.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") shall be in writing and addressed to the Parties at the addresses set forth in the Order Confirmation or to such other address that may be designated by the receiving Party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or email or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving Party, and (b) if the Party giving the Notice has complied with the requirements of this Section.

24. **Severability.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any





other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

25. **Survival.** Provisions of these Terms, which by their nature should apply beyond their terms, will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Confidentiality, Governing Law, Submission to Jurisdiction, and Survival.

26. **Amendment and Modification.** This Agreement may only be amended or modified in a writing which specifically states that it amends this Agreement and is signed by an authorized representative of each Party.

27. **Change to Terms of Service.** We reserve the right to make changes to these Terms of Service at any time. We will notify you immediately of making any changes to these Terms of Service by posting the updated terms of service to this Platform and via an email campaign.

28. **Questions.** If you have any questions about our Terms of Service, please contact us at [info@krsor.com](mailto:info@krsor.com).