

DAYDACO WEBSITE TERMS OF SERVICE

Last Updated May 22, 2020

Welcome to DayDaCo – we’re happy you’re here! These Website Terms of Use (“**Website Terms**”), govern your access and use of the website and online services (collectively, the “**Website**”) offered by DayDaCo, Inc. and its affiliates (collectively “**DayDaCo,**” **we,**” “**us,**” or “**our**”). The terms “**you,**” “**your,**” and “**user**” mean you personally and if you access or use the Website on behalf of a company mean you and your company collectively (in which case you represent that you are authorized to accept these Website Terms on behalf of your company).

Important Notices:

- **By visiting, accessing, or using the Website, you agree that you have read, understand, and agree to be bound by these Website Terms.**
- **These Website Terms require the use of arbitration on an individual basis to resolve disputes, rather than jury trials or class actions, and also limit the remedies available to you in the event of a dispute.**
- **We may change these Website Terms at any time. Your continued use of the Website following the posting of updated Website Terms means that you accept and agree to the changes.**

I. General Terms and Conditions

You may use the Website only for lawful purposes and in accordance with these Website Terms. In addition, you agree to the following:

- In order to access some parts of the Website, you may be required to provide certain information about yourself (such as name, e-mail address, contact details, business affiliation, etc.) as part of the

registration process, or as part of your ability to use the Website. **You agree that any information you provide will always be accurate, correct, and up to date.**

- All information you provide through the Website or otherwise collected by DayDaCo is governed by our [Privacy Notice](#), and you consent to all actions we take with respect to your information consistent with such notice.
- You are responsible for maintaining the confidentiality of any login information associated with any account you use to access the Website, and you are responsible for all activities that occur under your account(s). You may not share your password or establish an account for any other person.
- You are responsible for whatever content you submit and you—not DayDaCo—have full responsibility for such content, including its legality, reliability, and appropriateness. By uploading or otherwise transmitting content to any area of the Website, you represent and warrant that the content is your own or is in the public domain or otherwise free of proprietary or other restrictions and that you have the right to post to the Website or otherwise submit it to DayDaCo. You hereby grant to DayDaCo, its successors and assigns a worldwide, non-exclusive, perpetual right and license to use and share all content you upload or otherwise transmit to or through the Website, or otherwise collected by DayDaCo, in any manner DayDaCo chooses, including but not limited to, copying, displaying, performing or publishing it in any format whatsoever, modifying it, incorporating it into other material, or making a derivative work based on it.
- You must be 18 years of age or older and located in the United States to use the Website.
- We may discontinue any aspect of the Website at any time without prior notice to you.

II. Prohibited Uses

You may not use the Website:

- In any way that violates any applicable federal, state, local, or international law or regulation.
- To solicit, for commercial purposes, any users of the Website.

- ▶ To impersonate or attempt to impersonate DayDaCo, a DayDaCo employee, another user, or any other person or entity.
- ▶ To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm DayDaCo or users of the Website, or expose them to liability.

You shall also agree to:

- ▶ Access Website content only through user interaction expressly invited on the Website itself and not through any technology or unauthorized means.

And you further agree not to:

- ▶ Use or launch any automated system, including without limitation, "robots," "spiders," or "offline readers," that accesses the Website in a manner that sends more requests to the Website servers in a given period of time than a human can reasonably produce in the same period by using a conventional online browser.
- ▶ Use any manual or other process to monitor or copy any of the content on the Website, or for any other purpose not expressly authorized in these Website Terms, without our prior written consent.
- ▶ Use any device, software, or routine that interferes with the proper working of the Website.
- ▶ Introduce any viruses, Trojan horses, worms, logic bombs, or other material to the Website that is malicious or technologically harmful.
- ▶ Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website.
- ▶ Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- ▶ Misrepresent an affiliation with any person or organization.

III. Ownership and Use of Website Content

The Website and its entire content, features, and functionality (including, but not limited to, all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by DayDaCo, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Website Terms permit you to use the Website for expected business use only, as conducted during normal business operations. You may not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on the Website, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print or download a reasonable number of copies of the material on or available through the Website for your own personal, non-commercial use.
- You may print, copy, or transmit certain electronically generated documents (e.g., PDFs) that would be conducted under normal business operations.

You are strictly prohibited from modifying copies you make of any materials from the Website and from deleting or altering any copyright, trademark, or other proprietary rights notices from copies you make of materials from the Website. Further, you must not modify, create derivative works of, decompile, or otherwise attempt to extract source code from us or the Website, unless you are expressly permitted to do so under an open source license or you are given express written permission by us.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website in breach of these Website Terms, your right to use the Website will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted to you by these Website Terms are reserved by DayDaCo. Any use of the Website not expressly permitted by

these Website Terms is a breach of these Website Terms and may violate copyright, trademark, and other laws.

IV. Privacy Notice

Please review our [*Privacy Notice*](#) for more information on how we collect and use your information and data relating to your use of and performance of the Website.

V. Trademarks

The DayDaCo name, the DayDaCo logo, and all related names, logos, product and service names, designs, and slogans are trademarks of DayDaCo or its affiliates or licensors. You must not use such trademarks without the prior written permission of DayDaCo. All other names, logos, product and service names, designs, and slogans on the Website are the trademarks of their respective owners.

VI. Termination

You agree that we may, at our sole discretion, suspend or terminate your access to all or part of the Website with or without notice and for any reason, including, without limitation, breach of these Website Terms. Any suspected illegal, fraudulent or abusive activity may be grounds for terminating your relationship with DayDaCo and may be referred to appropriate law enforcement authorities. Upon suspension or termination of your account, your right to use the Website will immediately cease, and we reserve the right to remove or delete any information that you may have on file with us, including any account or login information.

We may withdraw or amend the Website, and any service or material we provide on the Website, in our sole discretion without notice. We are not liable if, for any reason, all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website or to some users.

VII. Changes to Website Terms

We may update these Website Terms at any time by posting the updated terms to the Website. All changes are effective immediately when we post them on the Website. **Your continued use of the Website following the posting of updated Website Terms means that you accept and agree to the changes. You agree that it is your responsibility to review the most current version of the Website Terms when accessing the Website.** If you disagree with the Website Terms or are dissatisfied with the Website, your sole remedy is to discontinue using the Website.

Obligations and rights provided for under any Additional Terms (defined below), terms of insurance policies and/or other agreements may only be modified under the terms of such Additional Terms, insurance policies, or other agreements, as applicable.

VIII. Disclaimer of Warranties | Limitation of Liability

We try to keep the Website up, bug-free, and safe, but you use it at your own risk. We are providing the Website "as is" without any warranties, including implied warranties of merchantability, fitness for a particular purpose, and non-infringement. We do not guarantee that the Website will always be safe, secure or error-free, or that the Website will always function without disruptions, delays or imperfections. DayDaCo is not responsible for the actions, information, or data of third parties, and you release us, our directors, officers, employees, owners, parent companies, subsidiaries, affiliates and agents from any claims and damages, known and unknown, arising out of or in any way connected with any claim you have against any such third parties. We will not be liable to you for any lost profits or other consequential, special, indirect, or incidental damages arising out of or in connection with your use of and access to the Website, even if we have been advised of the possibility of such damages. Our aggregate liability arising out of your use of and access to the Website will not exceed the greater of one hundred dollars (\$100) or the amount you have paid us to access or use the Website in the twelve months prior to the date your claim arose. Applicable law may not allow the limitation or exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to you. In such cases, our liability will be limited to the fullest extent permitted by applicable law.

IX. Indemnification

You agree to indemnify and hold harmless DayDaCo and its officers, directors, employees, agents, affiliates, third-party information providers, licensors and others involved in the Website or the delivery of products, services or information over the Website (collectively, the “**Indemnified Parties**”), from and against any and all liabilities, expenses, damages and costs, including reasonable attorney’s fees, arising from any violation by you of these Website Terms or your use of the Website or any products, services or information obtained through the Website. You will also indemnify and hold the Indemnified Parties harmless from and against any claims brought by third parties arising out of your use of the information accessed from the Website.

X. Governing Law

All matters relating to the Website and these Website Terms, and any dispute or claim arising therefrom or related thereto (including non-contractual disputes or claims), are (or will be) governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice of law provision or rule (whether of the State of California or any other jurisdiction).

XI. Dispute Resolution

If you have any concern or dispute with DayDaCo, you agree to first try to resolve the dispute informally by contacting us. If a dispute is not resolved within 30 days of submission, any resulting legal actions must be resolved through final and binding arbitration, except that you may assert claims in small claims court if your claims qualify.

JAMS will administer the arbitration in San Francisco County, California pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment upon the award rendered may be entered and will be enforceable in any court of competent jurisdiction having jurisdiction over you and us. You may only resolve disputes with us on an individual basis, and you may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action.

Notwithstanding the foregoing, in the event of your use of the Website violates these Website Terms, you agree that we are entitled to apply for injunctive remedies in any jurisdiction.

XII. Third-Party Websites and Merchants

The Website may contain links to third-party websites or services that are not owned or controlled by DayDaCo, including our Payment Partners (defined below). DayDaCo has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites or services. If you access a third-party website from our Website, you do so at your own risk, and you understand that these Website Terms and our Privacy Notice do not apply to your use of such other sites. You expressly relieve DayDaCo from any and all liability arising from your use of any third-party website or services or third-party owned content. We encourage you to be aware of when you leave our Website, and to read the terms and conditions and privacy policy of any third-party website or service that you visit.

In addition, if you choose to correspond, participate in a promotion, or engage in transactions with any merchant found on or through our Website, you acknowledge and agree that DayDaCo is not a party to, and will not be responsible for, your interaction with such merchant, including its treatment of your information and the terms and conditions applicable to any transaction between you and the merchant. The terms of your interaction with any merchant are solely between you and such merchant. You agree that DayDaCo will have no responsibility or liability for any loss or damage of any kind that you may suffer as the result of any such interaction or the presence of such merchants on the Website.

XIII. Payment Obligations

If you elect to make payments on the Website, you agree to make all payments through a third-party service provider that DayDaCo has engaged to accept and process credit card, debit card, ACH/bank account debit, and other types of payments (“**Payment Partner**”). You may be required to register with our Payment Partner to use some of the Website. DayDaCo does not assume any liability for the actions or services of our Payment Partner, as described more fully below.

You acknowledge and agree that DayDaCo is authorized, but not required, to act on payment instructions received from you or anyone using your account. You authorize DayDaCo to: (i) periodically initiate payments from or debits against your financial account(s) for the amounts then due; and (ii) initiate any other payments or debits authorized by you or anyone using your account. This

authorization will remain in force for thirty (30) days after you change your payment preferences. All payments must be made in U.S. dollars. You acknowledge and agree that DayDaCo may share your information, including information about your financial accounts, with our Payment Partner for this purpose. You should be aware that online payment and debit transactions are subject to validation checks by our Payment Partner and your card issuer or financial institution, and we are not responsible if your card issuer or financial institution declines to authorize payment or a debit for any reason. For your protection, our Payment Partner uses various fraud prevention protocols and industry standard verification systems to reduce fraud and you authorize our Payment Partner to verify and authenticate your payment information. Please note that it is possible that your card issuer or financial institution may charge you an online handling fee or processing fee for these online transactions. We are not responsible for such fees.

You understand and agree that no transaction, including without limitation the purchase of any insurance policy, is final until you receive a confirmation from DayDaCo. Please print and save the confirmation displayed on the Website after making a purchase.

XIV. Additional Terms

DayDaCo may offer you products, services, or software subject to additional terms and conditions (“**Additional Terms**”). We may update those Additional Terms at any time by posting the updated terms to the Website. All changes are effective immediately when we post them on the Website. **Your continued use of the Website following the posting of updated Additional Terms means that you accept and agree to the changes.**

XV. Agreement to Engage in Electronic Transactions

We are required by law to provide certain disclosures to you before you enter into a transaction electronically via the Website. In addition, we need your consent to enter into such transactions before we can deliver, or authorize the delivery of, or create, generate, or otherwise manifest certain documents to you electronically. If you enter into a transaction with us via the Website, you acknowledge that you have read and agree to the following terms:

Definitions

“Communications” means all the information that we are required to provide to you by law, or as reasonably necessary to administer your Contract, which includes, but is not limited to, your online enrollment or application, declarations page, Policy, certificate, terms and conditions, responses to claims, transaction history, privacy policies, periodic billing statements, amendments, services, notices and disclosures about changes in the terms of your Contract.

“Invoice or tag” means an electronic document of your work that you will submit to an employer or shipper/contractor/customer, either the intermediate form, or the final version, generated by your input to the form.

“Reports” means any other documentation generated by DayDaCo for your use under normal business operations. This includes the daily invoice or tag, or the daily summaries of work.

Scope of Communications to be Provided in Electronic Form

You agree that we may provide you with any Communication in electronic format, and that we may discontinue sending paper Communications to you (including paper communications required to be sent via U.S. mail), unless and until you withdraw your consent as described below or, at our option, upon notification by us to you. You further acknowledge that we may authorize an agent to deliver certain Communications to you on our behalf and perform other services to help facilitate the delivery of Communications to you.

Method of Providing Communications to You in Electronic Format

All Communications that we provide to you in electronic format will be provided by one or more of the following methods (to the extent permissible by law): (i) via e-mail; (ii) by access to a secure website that we will generally designate in advance for such purpose; or (iii) via text message or mobile message service. With respect to text message and mobile messaging service communications, your carrier may charge you a fee for receiving the message. We will provide a particular Communication in writing if required by law to do so.

How to Withdraw Consent

You may withdraw your consent to receive electronic Communications by reaching out through our Contact Us channels below. At our option, we may treat an invalid e-mail address, or the subsequent malfunction of a previously valid e-mail address, as a withdrawal of your consent to receive electronic Communications. We will not impose any fee to process the withdrawal of your consent; however, your access and use of the Website may be terminated. Any withdrawal of your consent to receive electronic Communications will be effective only after we have a reasonable period of time to process your withdrawal. Termination of your consent to conduct business electronically will not affect legal enforceability of any Contract provided to you.

How to Update Your Contact Information

It is your responsibility to provide us with a true, accurate and complete e-mail address, contact, and other information related to these Website Terms and your Contract, and to maintain and promptly update any changes in this information. You can update your information by reaching out through our Contact Us channels below. Please do not send confidential information to us via e-mail because we cannot guarantee that the transmission will be secure.

Hardware and Software Requirements

In order to access, view and retain electronic Communications from us, you must have:

- An up-to-date Internet browser to access your Communications;
- Local, electronic storage capacity to retain our Communications and/or a printer to print them;
- A valid e-mail account and software to access it;
- An up-to-date device or devices (e.g., computer, Smartphone, tablet, etc.) suitable for connecting to the Internet;
- Added the domain daydaco.com to your e-mail account's list of safe senders;
- Software that enables you to view files in Portable Document Format ("PDF"). You may be able to download the most recent version of Adobe Reader by clicking [here](#). If you cannot download the most

recent version of Adobe Reader, please call your manufacturer to find out how to download software that is functionally equivalent.

Requesting Paper Copies

When you consent to receive Communications electronically, you should not expect to receive a paper copy of any Communication, unless you request a paper copy, a paper or other written copy is required by law, or we otherwise deem it appropriate to do so. You can obtain a paper copy of an electronic Communication by printing it yourself or by requesting that we mail one to you. We may charge you a reasonable service fee for a paper copy. To request a paper copy, you may do so by reaching out through our Contact Us channels below.

XVI. Miscellaneous

No waiver by DayDaCo of any term or condition set out in these Website Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of DayDaCo to assert a right or provision under these Website Terms shall not constitute a waiver of such right or provision. If any provision of these Website Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Website Terms will continue in full force and effect.

XVII. Contact Us

If you have any questions, comments, or concerns about these Website Terms, please contact us (don't forget to ask, "Who is daydaco?"):

E-mail us:	support@daydaco.com