

Terms of Service

Thank you for deciding to use software applications and/or tools (collectively, the "Service") provided by Scoop Monkey LLC ("Scoop Monkey"). BY CHECKING THE "I AGREE TO THE TERMS OF SERVICE" ("TOS") BOX, YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. If you do not agree with the terms and conditions of this Use Agreement (the "Agreement"), you should NOT check the "I agree to the Terms and Conditions" box and exit this Application (and/or its installation). This is a legal and binding contract between you and Scoop Monkey. It is important that you read this Agreement before using the Application and any accompanying user documentation.

Scoop Monkey may, in its sole discretion, modify or revise the TOS at any time without notice to you, and you agree to be bound by such modifications or revisions. Unless explicitly stated otherwise, any new features that augment or enhance the current Service shall be subject to the TOS. Continued use of the Service after any such changes shall constitute your consent to such changes. You can review the most current version of the TOS at any time at: <http://www.ScoopMonkey.com/Terms.pdf>

This Terms of Service Agreement was last updated April 25, 2012.

Description of Service. ScoopMonkey.com is a web-based reputation management application from Scoop Monkey (the "Service"). Your use of the Service is at your sole risk. The service is provided on an AS IS and AS AVAILABLE basis. You understand that your content may be transferred unencrypted over the internet.

Eligibility.

You must be a member of the transportation industry or provider of services to the transportation industry. You must provide your current, accurate identification, contact, and other information that may be required as part of the registration process and/or continued use of the Service. You are responsible for maintaining the confidentiality of your Service password and account, and are responsible for all activities that occur thereunder. Scoop Monkey reserves the right to refuse service to anyone at any time without notice for any reason.

Proper Use.

You agree that you will use the Service in compliance with all applicable local, state, national, and international laws, rules and regulations, including any laws regarding the transmission of technical data exported from your country of residence and Service guidelines published at <http://www.ScoopMonkey.com/Details.php>. You shall not, shall not agree to, and shall not authorize or encourage any third party to: use the Service to upload, transmit or otherwise distribute any content that is unlawful, defamatory, harassing, abusive, fraudulent, obscene, contains viruses, or is otherwise objectionable as reasonably determined by Scoop Monkey; use the Service for any fraudulent or inappropriate purpose; resell, duplicate, reproduce or exploit any part of the Service without the express written permission of Scoop Monkey; use any robot, spider, other automated device, or manual process to monitor or copy any content from the Service. Violation of any of the foregoing may result in immediate termination of this Agreement, and may subject you to state and federal penalties and other legal consequences.

Payment Terms.

Monthly Terms: A valid credit card is required for you to continue using the Premium Service after the 90-day free trial period on a month-to-month basis. The free trial offer entitles new, registered users to a one-time free trial usage of the premium Services. The Service is billed in advance on a monthly basis and is non-refundable. There will be no refunds or credits for partial months of service, upgrade/downgrade accounts, or for months unused with an open account.

All fees are exclusive of all taxes or duties imposed by governing authorities. You alone are responsible for payment of all such taxes or duties.

Modification to Fees and Services.

Scoop Monkey reserves the right to modify, suspend, or discontinue the Service at any time for any reason with or without notice. Scoop Monkey reserves the right to change Service fees upon 30 days notice from us. Such notice may be provided at any time by posting the changes to the ScoopMonkey.com Site (www.ScoopMonkey.com) or the Service itself.

Cancellation and Termination.

You are solely responsible for the proper cancellation of your account. You may cancel your account at any time by clicking on the Account tab and then the Change button. This page has a simple "Close account" selection. An email or phone request to cancel your account is not considered cancellation. There will be no refund if you cancel the Service before the end of your current, paid-up month, and you will not be charged thereafter. There is no cancellation fee. Cancellation is immediate. Scoop Monkey reserves the right to keep and display any Content you have provided to the Service. Scoop Monkey may at any time and for any reason terminate the Services, terminate this Agreement, or suspend or terminate your account. In the event of termination, your account will be disabled and you may not be granted access to your account or any files or other content contained in your account although residual copies of information may remain in our system.

Security: You are responsible for maintaining the security of any user passwords issued to you for use with the Service. You are also responsible for the integrity and security of the operating environment from which you access the Service.

Depending on the Service you are using, it may also include features that facilitate payment processing via credit card, debit card, or bank account ACH transaction. Scoop Monkey believes it is important to ensure the security of your information that may be stored on our website and we therefore have partnered with Authorize.net, a leading payment gateway since 1996, to offer safe and secure credit card and electronic check transactions for our customers. The Authorize.net Payment Gateway manages the complex routing of sensitive customer information through the credit card and electronic check processing networks (see Scoop Monkey's Payment and Security Policy for more details). Authorize.net adheres to strict industry standards for payment processing, including: 128-bit Secure Sockets Layer (SSL) technology for secure Internet Protocol (IP) transactions, industry leading encryption hardware and software methods and security protocols to protect customer information, and compliance with the Payment Card Industry (PCI) Data Security Standard. Please note, however, that while Scoop Monkey actively seeks to protect its customers' information that may be in our possession, we disclaim any liability or harm resulting from intrusions into a Scoop Monkey operated website by unauthorized persons.

Intellectual Property Rights.

You acknowledge that Scoop Monkey owns all right, title and interest in and to the Service, including without limitation all intellectual property rights, and such rights are protected by U.S. and international intellectual property laws. You agree that you will not copy, reproduce, alter, modify, or create derivative works from the Service. You also agree that you will not use any robot, spider, other automated device, or manual process to monitor or copy any content from the Service. Scoop Monkey claims no intellectual property rights over the material you provide to the Service.

Disclaimer of Warranty: SCOOP MONKEY IS ALLOWING YOU ACCESS TO THE SERVICE AND THIS WEB SITE "AS IS" AND SCOOP MONKEY MAKES NO WARRANTY AS TO ITS USE OR PERFORMANCE. ALL INFORMATION FURNISHED PURSUANT TO THE SERVICE OR THIS WEB SITE IS OBTAINED BY SCOOP MONKEY FROM SOURCES BELIEVED BY IT TO BE ACCURATE AND RELIABLE. HOWEVER, BECAUSE OF THE POSSIBILITY OF HUMAN OR OTHER ERROR, AS WELL AS OTHER FACTORS, ALL INFORMATION IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, AND SCOOP MONKEY MAKES NO CLAIMS, PROMISES OR GUARANTEES ABOUT THE ACCURACY, TIMELINESS, COMPLETENESS, OR ADEQUACY OF THE CONTENTS OF THE SERVICE OR THIS WEB SITE, AND EXPRESSLY DISCLAIMS LIABILITY FOR ERRORS AND OMISSIONS IN THE CONTENTS OF THIS SERVICE AND WEB SITE. IN ADDITION, SCOOP MONKEY DOES NOT WARRANT THE PERFORMANCE OR RESULTS THAT YOU MAY OBTAIN BY USING

THE SERVICE. EXCEPT TO THE EXTENT EXPRESSLY PROVIDED FOR HEREIN, SCOOP MONKEY MAKES NO WARRANTIES OR REPRESENTATIONS (EXPRESS OR IMPLIED, WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE) AS TO ANY MATTER, INCLUDING, WITHOUT LIMITATION, NONINFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY TITLE, OR FITNESS FOR ANY PARTICULAR PURPOSE. YOU BEAR ALL RISK RELATING TO QUALITY AND PERFORMANCE OF THE SERVICE.

Liability Limits: IN NO EVENT WILL SCOOP MONKEY BE LIABLE TO YOU FOR ANY DAMAGES, CLAIMS OR COSTS WHATSOEVER OR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL DAMAGES, OR ANY LOST PROFITS OR LOST SAVINGS, EVEN IF SCOOP MONKEY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS OR FOR ANY CLAIM BY ANY THIRD PARTY. THE FOREGOING LIMITATIONS AND EXCLUSIONS APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN YOUR JURISDICTION. SCOOP MONKEY'S AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT PAID BY YOU FOR THE APPLICATION, IF ANY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Indemnification.

You agree to hold harmless and indemnify Scoop Monkey, and its affiliates, officers, agents, and employees from and against any third party claim arising from or in any way related to your use of the Service, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature. In such a case, Scoop Monkey will provide you with written notice of such claim, suit or action. The failure of Scoop Monkey to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. The TOS constitutes the entire agreement between you and Scoop Monkey and govern your use of the Service, superseding any prior agreements between you and Scoop Monkey (including, but not limited to, any prior versions of the TOS). If you have any questions regarding this Terms of Service or if you wish to discuss the terms and conditions contained herein please contact Scoop Monkey at tos@ScoopMonkey.com.

Entire Agreement: This Agreement, together with any related payment arrangements, embodies the entire understanding between the parties with respect to, and supersedes any prior understanding or agreement, oral or written, relating to, the Service.

Export: The Application (or any component elements of its technology) or its related Documentation may not be exported or re-exported in violation of the U.S. Export Administration Act and its implementing regulations.

U.S. Government Rights: Any Service or application which is downloaded from this server for or on behalf of the United States of America, its agencies and/or instrumentalities ("U.S. Government"), is provided only with Restricted Rights. All use, duplication, or disclosure of the Application by the U.S. Government is subject to restrictions as set forth in subparagraphs (c)(1)(ii) of the Rights in Technical Data Computer Application Clause at DFARs 252.22-70013 or subparagraphs c(1) and c(2) of the Commercial Computer Application Restricted Rights Clause at 48 C.F.R. Section 52.227-19, as applicable. The contractor/vendor/manufacturer is Scoop Monkey LLC.

Governing Law: These terms and conditions shall be treated as though they were executed and performed in Midlothian, Virginia, and shall be governed by and construed in accordance with the laws of the United States of America and of the Commonwealth of Virginia, without regard to conflict of law principles. The language in these terms and conditions shall be deemed to be language chosen by you and Scoop Monkey to express the mutual intent of the parties, and no rule of strict construction shall be implied against you or Scoop Monkey. You agree that all legal proceedings arising out of or in connection with these terms and conditions shall be brought exclusively in the state courts of Virginia located in Winchester County,

Virginia, or in the U.S. District Court for District of Virginia, and you expressly submit to the jurisdiction and venue of such courts and consent to extra-territorial service of process, should a dispute arise.

Assignment: These terms and conditions and your rights and obligations hereunder may not be assigned by you without the written permission of Scoop Monkey and shall inure to the benefit of Scoop Monkey's successors and assigns whether by merger, consolidation or otherwise. Scoop Monkey may assign these terms and conditions or any of its rights or obligations under these terms and conditions to a company affiliated with, or a successor to or assignee of, Scoop Monkey, or to any other third party.

Dispute Resolution: Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, other than a controversy or claim relating to the validity of Scoop Monkey's intellectual property rights, shall be settled by final and binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The arbitration shall take place in Midlothian, Virginia. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrators shall apply Virginia law, without regard to its rules of conflict of law. Notwithstanding the foregoing, the parties may apply to any court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other interim or conservatory relief, as necessary, without breach of this Agreement and without any abridgment of the powers of the arbitrator(s).

By checking the "I AGREE TO THE TERMS OF SERVICE" box, you represent that you are authorized to enter into this Agreement on behalf of your employer, and your acceptance of this Agreement will serve to bind BOTH you and your employer.

I HAVE READ THIS TERMS OF SERVICE AGREEMENT, AND I UNDERSTAND AND AGREE WITH ALL OF ITS TERMS AND CONDITIONS.