

Last Updated: 03/05/2022.

PLEASE READ THE FOLLOWING TERMS OF SERVICE AGREEMENT CAREFULLY. BY ACCESSING OR USING OUR WEBSITE (THE "SITE") OR OUR SERVICES, YOU HEREBY AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS AND ALL TERMS INCORPORATED HEREIN BY REFERENCE. IT IS THE RESPONSIBILITY OF YOU, THE USER, CUSTOMER, OR PROSPECTIVE CUSTOMER TO READ THE TERMS AND CONDITIONS BEFORE PROCEEDING TO USE THIS SITE. IF YOU DO NOT EXPRESSLY AGREE TO ALL OF THE TERMS AND CONDITIONS, THEN PLEASE DO NOT ACCESS OR USE OUR SITE OR OUR SERVICES.

The present terms and conditions (this "**Agreement**" or "**Terms**") is a legal agreement between you and Traffic Mitigation Group, LLC (hereinafter "**TMG**"), a company duly organized and validly existing, located at PO Box 9313, Tacoma, Washington 98490. This Agreement annuls and voids all previous agreements.

OVERVIEW

The Site (<https://www.trafficmitigationgroup.com/>) is operated by TMG. Throughout the Site, the terms "**we**", "**us**" and "**our**" refer to TMG. TMG offers this Site, including all information, tools and services available from this Site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our Site and/or purchasing something from us, you engage in our "Service" and agree to be bound by the following terms and conditions, including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms apply to all users of the Site, including without limitation users who are browsers, vendors, customers, merchants, and/or contributors of content. In the event of an inconsistency between this Agreement and any additional terms or policies referenced herein, the provisions of the additional terms or policies shall control.

Please read these Terms carefully before accessing or using our Site. By accessing or using any part of the Site, you agree to be bound by these Terms. If you do not agree to all the Terms of this Agreement, then you may not access the Site or use any Service. If these Terms are considered an offer, acceptance is expressly limited to these Terms.

Any new features or tools which are added to the current store shall also be subject to the Terms. You can review the most current version of the Terms at any time on this page. We reserve the right to update, change or replace any part of these Terms by posting updates and/or changes to our Site. It is your responsibility to check this page periodically for changes. Your continued use of or access to the Site following the posting of any changes constitutes acceptance of those changes.

SECTION 1 - GENERAL TERMS

By agreeing to these Terms, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this Site.

You may not use our products or Site for any illegal or unauthorized purpose nor may you, in the use of our products or Site, violate any laws in your jurisdiction (including but not limited to motor vehicle laws).

You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the Terms will result in an immediate termination of your account and right to use our Service.

We have the right, but not the obligation, to take any of the following actions in our sole discretion at any time and for any reason without giving you any prior notice:

1. Restrict, suspend or terminate your access to all or any part of our Site;
2. Change, suspend or discontinue all or any part of our products or Site;
3. Refuse, move, or remove any content that is available on all or any part of our Site;
4. Deactivate or delete your accounts;
5. Establish general practices and limits concerning use of our Site.

You agree that we will not be liable to you or any third party for taking any of these actions.

You understand and agree that our Site may include communications such as service announcements and administrative or legal notices from us. Please note that you cannot opt out of receiving these notices.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Site, use of the Site, or access to the Site or any contact on the Site, without express written permission by us.

You may not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. TMG content is not for resale. Use of the Site does not entitle users to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of TMG and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of TMG or our licensors except as expressly authorized by these Terms.

SECTION 2 - CREATING AN ACCOUNT

Once you create an account with us, you are registered on the TMG Site. The terms "member," "membership," and "account" all refer to this registration as a member on TMG's Site. If you are merely surfing or browsing through the Site and have not yet created an account, your use of the Site is still subject to this Agreement; if you do not agree to this Agreement, do not use the Site.

When you create an account, you will provide a unique username and email. We will also ask you to create a password. Because any activities that occur under your username or password are your responsibility it is important for you to keep your username and/or password secure. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that TMG is not responsible for third party access to your account that results from theft or misappropriation of your account. Notify us immediately if you believe that someone has used your username, email, or password without your authorization.

Furthermore, the registering party hereby acknowledges, understands and agrees to:

- a) furnish factual, correct, current and complete information with regards to yourself as may be requested by the data registration process, and
- b) maintain and promptly update your registration and profile information in an effort to maintain accuracy and completeness at all times.

If anyone knowingly provides any information of a false, untrue, inaccurate or incomplete nature, Traffic Mitigation Group, LLC will have sufficient grounds and rights to suspend or terminate the member in violation of this aspect of the Agreement, and as such refuse any and all current or future use of Traffic Mitigation Group, LLC Services, or any portion thereof.

SECTION 3 - CONDUCT

As a user or member of the Site, you herein acknowledge, understand and agree that all information, text, software, data, photographs, music, video, messages, tags or any other content, whether it is publicly or privately posted and/or transmitted, is the expressed sole responsibility of the individual from whom the content originated. In short, this means that you are solely responsible for any and all content posted, uploaded, emailed, transmitted or otherwise made available by way of the TMG Services, and as such, we do not guarantee the accuracy, integrity or quality of such content. It is expressly understood that by use of our Services, you may be exposed to content including, but not limited to, any errors or omissions in any content posted, and/or any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted or otherwise made available by TMG.

Furthermore, you herein agree not to make use of Traffic Mitigation Group, LLC's Services for the purpose of:

- a) uploading, posting, emailing, transmitting, or otherwise making available any content that shall be deemed unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or invasive of another's privacy or which is hateful, and/or racially, ethnically, or otherwise objectionable;
- b) causing harm to minors in any manner whatsoever;
- c) impersonating any individual or entity, including, but not limited to, any TMG officials, forum leaders, guides or hosts or falsely stating or otherwise misrepresenting any affiliation with an individual or entity;
- d) forging captions, headings or titles or otherwise offering any content that you personally have no right to pursuant to any law nor having any contractual or fiduciary relationship with;
- e) uploading, posting, emailing, transmitting or otherwise offering any such content that may infringe upon any patent, copyright, trademark, or any other proprietary or intellectual rights of any other party;
- f) uploading, posting, emailing, transmitting or otherwise offering any content that you do not personally have any right to offer pursuant to any law or in accordance with any contractual or fiduciary relationship;
- g) uploading, posting, emailing, transmitting, or otherwise offering any unsolicited or unauthorized advertising, promotional flyers, "junk mail," "spam," or any other form of solicitation, except in any such areas that may have been designated for such purpose;
- h) uploading, posting, emailing, transmitting, or otherwise offering any source that may contain a software virus or other computer code, any files and/or programs which have been designed to interfere, destroy and/or limit the operation of any computer software, hardware, or telecommunication equipment;
- i) disrupting the normal flow of communication, or otherwise acting in any manner that would negatively affect other users' ability to participate in any real time interactions;
- j) interfering with or disrupting any Traffic Mitigation Group, LLC Services, servers and/or networks that may be connected or related to our website, including, but not limited to, the use of any device software and/or routine to bypass the robot exclusion headers;
- k) intentionally or unintentionally violating any local, state, federal, national or international law, including, but not limited to, rules, guidelines, and/or regulations decreed by the U.S. Securities and Exchange Commission, in addition to any rules of any nation or other securities exchange, that would include without limitation, the New York Stock Exchange, the American Stock Exchange, or the NASDAQ, and any regulations having the force of law;
- l) providing informational support or resources, concealing and/or disguising the character, location, and or source to any organization delegated by the United States government as a "foreign terrorist organization" in accordance to Section 219 of the Immigration Nationality Act;
- m) "stalking" or with the intent to otherwise harass another individual; and/or
- n) collecting or storing of any personal data relating to any other member or user in connection with the prohibited conduct and/or activities which have been set forth in the aforementioned paragraphs.

Traffic Mitigation Group, LLC herein reserves the right to pre-screen, refuse and/or delete any content currently available through our Services. In addition, we reserve the right to remove and/or delete any such content that would violate the Terms or which would otherwise be considered offensive to other visitors, users and/or members.

Traffic Mitigation Group, LLC herein reserves the right to access, preserve and/or disclose member account information and/or content if it is requested to do so by law or in good faith belief that any such action is deemed reasonably necessary for:

- a) compliance with any legal process;
- b) enforcement of the Terms;
- c) responding to any claim that therein contained content is in violation of the rights of any third party;

- d) responding to requests for customer service; or
- e) protecting the rights, property or the personal safety of Traffic Mitigation Group, LLC, its visitors, users and members, including the general public.

Traffic Mitigation Group, LLC herein reserves the right to include the use of security components that may permit digital information or material to be protected, and that such use of information and/or material is subject to usage guidelines and regulations established by Traffic Mitigation Group, LLC or any other content providers supplying content services to Traffic Mitigation Group, LLC. You are hereby prohibited from making any attempt to override or circumvent any of the embedded usage rules in our Services. Furthermore, unauthorized reproduction, publication, distribution, or exhibition of any information or materials supplied by our Services, despite whether done so in whole or in part, is expressly prohibited.

SECTION 4 - GLOBAL USE; EXPORT/IMPORT COMPLIANCE

Due to the global nature of the internet, through the use of our network you hereby agree to comply with all local rules relating to online conduct and that which is considered acceptable content. Uploading, posting and/or transferring of software, technology and other technical data may be subject to the export and import laws of the United States and possibly other countries. Through the use of our network, you thus agree to comply with all applicable export and import laws, statutes and regulations, including, but not limited to, the Export Administration Regulations

(http://www.access.gpo.gov/bis/ear/ear_data.html), as well as the sanctions control program of the United States (<http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>). Furthermore, you state and pledge that you:

- a) are not on the list of prohibited individuals which may be identified on any government export exclusion report(<http://www.bis.doc.gov/complianceand enforcement/liststocheck.htm>) nor a member of any other government which may be part of an export-prohibited country identified in applicable export and import laws and regulations;
- b) agree not to transfer any software, technology or any other technical data through the use of our network Services to any export-prohibited country;
- c) agree not to use our website network Services for any military, nuclear, missile, chemical or biological weaponry end uses that would be a violation of the U.S. export laws; and
- d) agree not to post, transfer nor upload any software, technology or any other technical data which would be in violation of the U.S. or other applicable export and/or import laws.

SECTION 5 - SUBMITTED CONTENT

Traffic Mitigation Group, LLC shall not lay claim to ownership of any content submitted by any visitor, member, or user, nor make such content available for inclusion on our website Services. Therefore, you hereby grant and allow for Traffic Mitigation Group, LLC the below listed worldwide, royalty-free and non-exclusive licenses, as applicable:

- a) The content submitted or made available for inclusion on the publicly accessible areas of Traffic Mitigation Group, LLC's Sites, the license provided to permit to use, distribute, reproduce, modify, adapt, publicly perform and/or publicly display said Content on our network Services is for the sole purpose of providing and promoting the specific area to which this content was placed and/or made available for viewing. This license shall be available so long as you are a member of Traffic Mitigation Group, LLC's sites, and shall terminate at such time when you elect to discontinue your membership.
- b) Photos, audio, video and/or graphics submitted or made available for inclusion on the publicly accessible areas of Traffic Mitigation Group, LLC's sites, the license provided to permit to use, distribute, reproduce, modify, adapt, publicly perform and/or publicly display said Content on our network Services are for the sole purpose of providing and promoting the specific area in which this content was placed and/or made available for viewing. This license shall be available so long as you are a member of Traffic Mitigation Group, LLC's sites and shall terminate at such time when you elect to discontinue your membership.
- c) For any other content submitted or made available for inclusion on the publicly accessible areas of Traffic Mitigation Group, LLC's sites, the continuous, binding and completely sub-licensable license which is meant to permit to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform and/or publicly display said content, whether in whole or in part, and the incorporation of any such Content into other works in any arrangement or medium current used or later developed.

Those areas which may be deemed "publicly accessible" areas of Traffic Mitigation Group, LLC's Sites are those such areas of our network properties which are meant to be available to the general public, and which would include message boards and groups that are openly available to both users and members. However, those areas which are not open to the public, and thus available to members only, would include our mail system and instant messaging.

CONTRIBUTIONS TO COMPANY WEBSITE

Traffic Mitigation Group, LLC may provide an area for our user and members to contribute feedback to our website. When you submit ideas, documents, suggestions and/or proposals ("**Contributions**") to our site, you acknowledge and agree that:

- a) your contributions do not contain any type of confidential or proprietary information;
- b) TMG shall not be liable or under any obligation to ensure or maintain confidentiality, expressed or implied, related to any Contributions;
- c) TMG shall be entitled to make use of and/or disclose any such Contributions in any such manner as they may see fit;
- d) the contributor's Contributions shall automatically become the sole property of TMG; and
- e) TMG is under no obligation to either compensate or provide any form of reimbursement in any manner or nature.

SECTION 6 - INDEMNITY

All users and/or members agree to insure and hold Traffic Mitigation Group, LLC, our subsidiaries, affiliates, agents, employees, officers, partners and/or licensors blameless or not liable for any claim or demand, which may include, but is not limited to, reasonable attorney fees made by any third party which may arise from any content a member or user of our Site may submit, post, modify, transmit or otherwise make available through our Services, the use of TMG Services or your connection with these Services, your violations of the Terms of Service and/or your violation of any such rights of another person.

SECTION 7 - COMMERCIAL REUSE OF SERVICES

The member or user herein agrees not to replicate, duplicate, copy, trade, sell, resell nor exploit for any commercial reason any part, use of, or access to TMG's sites.

SECTION 8 - MODIFICATIONS

Traffic Mitigation Group, LLC reserves the right at any time it may deem fit, to modify, alter and or discontinue, whether temporarily or permanently, our service, or any part thereof, with or without prior notice. In addition, we shall not be held liable to you or to any third party for any such alteration, modification, suspension and/or discontinuance of our Services, or any part thereof.

SECTION 9 - TERMINATION

As a member of <https://www.trafficmitigationgroup.com/>, you may cancel or terminate your account, associated email address and/or access to our Services by submitting a cancellation or termination request to .

As a member, you agree that Traffic Mitigation Group, LLC may, without any prior written notice, immediately suspend, terminate, discontinue and/or limit your account, any email associated with your account, and access to any of our Services. The cause for such termination, discontinuance, suspension and/or limitation of access shall include, but is not limited to:

- a) any breach or violation of our Terms or any other incorporated agreement, regulation and/or guideline;
- b) by way of requests from law enforcement or any other governmental agencies;
- c) the discontinuance, alteration and/or material modification to our Services, or any part thereof;
- d) unexpected technical or security issues and/or problems;

- e) any extended periods of inactivity;
- f) any engagement by you in any fraudulent or illegal activities; and/or
- g) the nonpayment of any associated fees that may be owed by you in connection with your <https://www.trafficmitigationgroup.com/> account Services.

Furthermore, you herein agree that any and all terminations, suspensions, discontinuances, and or limitations of access for cause shall be made at our sole discretion and that we shall not be liable to you or any other third party with regards to the termination of your account, associated email address and/or access to any of our Services.

The termination of your account with <https://www.trafficmitigationgroup.com/> shall include any and/or all of the following:

- a) the removal of any access to all or part of the Services offered within <https://www.trafficmitigationgroup.com/>;
- b) the deletion of your password and any and all related information, files, and any such content that may be associated with or inside your account, or any part thereof; and
- c) the barring of any further use of all or part of our Services.

SECTION 10 - LINKS

Either Traffic Mitigation Group, LLC or any third parties may provide links to other websites and/or resources. Thus, you acknowledge and agree that we are not responsible for the availability of any such external sites or resources, and as such, we do not endorse nor are we responsible or liable for any content, products, advertising or any other materials, on or available from such third-party sites or resources. Furthermore, you acknowledge and agree that Traffic Mitigation Group, LLC shall not be responsible or liable, directly or indirectly, for any such damage or loss which may be a result of, caused or allegedly to be caused by or in connection with the use of or the reliance on any such content, goods or Services made available on or through any such site or resource.

SECTION 11 - PROPRIETARY RIGHTS

You do hereby acknowledge and agree that Traffic Mitigation Group, LLC's Services and any essential software that may be used in connection with our Services ("Software") shall contain proprietary and confidential material that is protected by applicable intellectual property rights and other laws. Furthermore, you herein acknowledge and agree that any Content which may be contained in any advertisements or information presented by and through our Services or by advertisers is protected by copyrights, trademarks, patents or other proprietary rights and laws. Therefore, except for that which is expressly permitted by applicable law or as authorized by Traffic Mitigation Group, LLC or such applicable licensor, you agree not to alter, modify, lease, rent, loan, sell, distribute, transmit, broadcast, publicly perform and/or created any plagiaristic works which are based on Traffic Mitigation Group, LLC Services (e.g. Content or Software), in whole or part.

Traffic Mitigation Group, LLC hereby grants you a personal, non-transferable and non-exclusive right and/or license to make use of the object code or our Software on a single computer, as long as you do not, and shall not, allow any third party to duplicate, alter, modify, create or plagiarize work from, reverse engineer, reverse assemble or otherwise make an attempt to locate or discern any source code, sell, assign, sublicense, grant a security interest in and/or otherwise transfer any such right in the Software. Furthermore, you do herein agree not to alter or change the Software in any manner, nature or form, and as such, not to use any modified versions of the Software, including and without limitation, for the purpose of obtaining unauthorized access to our Services. Lastly, you also agree not to access or attempt to access our Services through any means other than through the interface which is provided by Traffic Mitigation Group, LLC for use in accessing our Services.

SECTION 12 - WARRANTY DISCLAIMERS

YOU HEREIN EXPRESSLY ACKNOWLEDGE AND AGREE THAT:

- a) THE USE OF TRAFFIC MITIGATION GROUP, LLC SERVICES AND SOFTWARE ARE AT THE SOLE RISK BY YOU. OUR SERVICES AND SOFTWARE SHALL BE PROVIDED ON AN "AS IS" AND/OR "AS AVAILABLE" BASIS.
TRAFFIC MITIGATION GROUP, LLC AND OUR SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS,

PARTNERS AND LICENSORS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

b) TRAFFIC MITIGATION GROUP, LLC AND OUR SUBSIDIARIES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO SUCH WARRANTIES THAT (i) TRAFFIC MITIGATION GROUP, LLC SERVICES OR SOFTWARE WILL MEET YOUR REQUIREMENTS; (ii) TRAFFIC MITIGATION GROUP, LLC SERVICES OR SOFTWARE SHALL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (iii) THAT SUCH RESULTS WHICH MAY BE OBTAINED FROM THE USE OF THE TRAFFIC MITIGATION GROUP, LLC SERVICES OR SOFTWARE WILL BE ACCURATE OR RELIABLE; (iv) QUALITY OF ANY PRODUCTS, SERVICES, ANY INFORMATION OR OTHER MATERIAL WHICH MAY BE PURCHASED OR OBTAINED BY YOU THROUGH OUR SERVICES OR SOFTWARE WILL MEET YOUR EXPECTATIONS; AND (v) THAT ANY SUCH ERRORS CONTAINED IN THE SOFTWARE SHALL BE CORRECTED.

c) ANY INFORMATION OR MATERIAL DOWNLOADED OR OTHERWISE OBTAINED BY WAY OF TRAFFIC MITIGATION GROUP, LLC SERVICES OR SOFTWARE SHALL BE ACCESSED BY YOUR SOLE DISCRETION AND SOLE RISK, AND AS SUCH YOU SHALL BE SOLELY RESPONSIBLE FOR AND HEREBY WAIVE ANY AND ALL CLAIMS AND CAUSES OF ACTION WITH RESPECT TO ANY DAMAGE TO YOUR COMPUTER AND/OR INTERNET ACCESS, DOWNLOADING AND/OR DISPLAYING, OR FOR ANY LOSS OF DATA THAT COULD RESULT FROM THE DOWNLOAD OF ANY SUCH INFORMATION OR MATERIAL.

d) NO ADVICE AND/OR INFORMATION, DESPITE WHETHER WRITTEN OR ORAL, THAT MAY BE OBTAINED BY YOU FROM TRAFFIC MITIGATION GROUP, LLC OR BY WAY OF OR FROM OUR SERVICES OR SOFTWARE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

e) A SMALL PERCENTAGE OF SOME USERS MAY EXPERIENCE SOME DEGREE OF EPILEPTIC SEIZURE WHEN EXPOSED TO CERTAIN LIGHT PATTERNS OR BACKGROUNDS THAT MAY BE CONTAINED ON A COMPUTER SCREEN OR WHILE USING OUR SERVICES. CERTAIN CONDITIONS MAY INDUCE A PREVIOUSLY UNKNOWN CONDITION OR UNDETECTED EPILEPTIC SYMPTOM IN USERS WHO HAVE SHOWN NO HISTORY OF ANY PRIOR SEIZURE OR EPILEPSY. SHOULD YOU, ANYONE YOU KNOW OR ANYONE IN YOUR FAMILY HAVE AN EPILEPTIC CONDITION, PLEASE CONSULT A PHYSICIAN IF YOU EXPERIENCE ANY OF THE FOLLOWING SYMPTOMS WHILE USING OUR SERVICES: DIZZINESS, ALTERED VISION, EYE OR MUSCLE TWITCHES, LOSS OF AWARENESS, DISORIENTATION, ANY INVOLUNTARY MOVEMENT, OR CONVULSIONS.

SECTION 13 - LIMITATION OF LIABILITY

YOU EXPLICITLY ACKNOWLEDGE, UNDERSTAND AND AGREE THAT TRAFFIC MITIGATION GROUP, LLC AND OUR SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES WHICH MAY BE RELATED TO THE LOSS OF ANY PROFITS, GOODWILL, USE, DATA AND/OR OTHER INTANGIBLE LOSSES, EVEN THOUGH WE MAY HAVE BEEN ADVISED OF SUCH POSSIBILITY THAT SAID DAMAGES MAY OCCUR, AND RESULT FROM:

- a) THE USE OR INABILITY TO USE OUR SERVICE;
- b) THE COST OF PROCURING SUBSTITUTE GOODS AND SERVICES;
- c) UNAUTHORIZED ACCESS TO OR THE ALTERATION OF YOUR TRANSMISSIONS AND/OR DATA;
- d) STATEMENTS OR CONDUCT OF ANY SUCH THIRD PARTY ON OUR SERVICE;
- e) AND ANY OTHER MATTER WHICH MAY BE RELATED TO OUR SERVICE.

SECTION 14 - RELEASE

In the event you have a dispute, you agree to release Traffic Mitigation Group, LLC (and its officers, directors, employees, agents, parent subsidiaries, affiliates, co-branders, partners and any other third parties) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected or unsuspected, disclosed and undisclosed, arising out of or in any way connected to such dispute.

SECTION 15 - NOTICE

Traffic Mitigation Group, LLC may furnish you with notices, including those with regards to any changes to the Terms, including but not limited to email, regular mail, MMS or SMS, text messaging, postings on our website Services, or other reasonable means currently known or any which may be herein after developed. Any such notices may not be received if you violate any aspects of the Terms by accessing our Services in an unauthorized manner. Your acceptance of this Agreement constitutes your agreement that you are deemed to have received any and all notices that would have been delivered had you accessed our Services in an authorized manner.

SECTION 16 - INTELLECTUAL PROPERTY RIGHTS

You herein acknowledge, understand and agree that all of the Traffic Mitigation Group, LLC trademarks, copyright, trade name, service marks, and other Traffic Mitigation Group, LLC logos and any brand features, and/or product and service names are trademarks and as such, are and shall remain the property of Traffic Mitigation Group, LLC. You herein agree not to display and/or use in any manner the Traffic Mitigation Group, LLC logo or marks without obtaining Traffic Mitigation Group, LLC's prior written consent.

Traffic Mitigation Group, LLC will always respect the intellectual property of others, and we ask that all of our users do the same. With regards to appropriate circumstances and at its sole discretion, Traffic Mitigation Group, LLC may disable and/or terminate the accounts of any user who violates our Terms and/or infringes the rights of others. If you feel that your work has been duplicated in such a way that would constitute copyright infringement, or if you believe your intellectual property rights have been otherwise violated, you should provide to us the following information:

- a) The electronic or the physical signature of the individual that is authorized on behalf of the owner of the copyright or other intellectual property interest;
- b) A description of the copyrighted work or other intellectual property that you believe has been infringed upon;
- c) A description of the location of the site which you allege has been infringing upon your work;
- d) Your physical address, telephone number, and email address;
- e) A statement, in which you state that the alleged and disputed use of your work is not authorized by the copyright owner, its agents or the law;
- f) And finally, a statement, made under penalty of perjury, that the aforementioned information in your notice is truthful and accurate, and that you are the copyright or intellectual property owner, representative or agent authorized to act on the copyright or intellectual property owner's behalf.

The Traffic Mitigation Group, LLC agent for notice of claims of copyright or other intellectual property infringement can be contacted as follows:

Mailing Address:
Traffic Mitigation Group, LLC
Attn: Copyright Agent
PO Box 9313
Tacoma, Washington 98490

Telephone: 2532433864
Email: contact@trafficmitigationgroup.com

SECTION 17 - ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between you and Traffic Mitigation Group, LLC and shall govern the use of our Services, superseding any prior version of this Agreement between you and us with respect to Traffic Mitigation Group, LLC Services. You may also be subject to additional terms and conditions that may apply when you use or purchase certain other Traffic Mitigation Group, LLC Services, affiliate Services, third-party content or third-party software.

SECTION 18 - CHOICE OF LAW AND FORUM

It is at the mutual agreement of both you and Traffic Mitigation Group, LLC with regard to the Agreement that the relationship between the parties shall be governed by the laws of the state of Washington without regard to its conflict of law provisions and that any and all claims, causes of action and/or disputes, arising out of or relating to the Agreement, or the relationship between you and Traffic Mitigation Group, LLC, shall be filed within the courts having jurisdiction within the County of Pierce, Washington or the U.S. District Court located in said state. You and Traffic Mitigation Group, LLC agree to submit to the jurisdiction of the courts as previously mentioned, and agree to waive any and all objections to the exercise of jurisdiction over the parties by such courts and to venue in such courts.

SECTION 19 - WAIVER AND SEVERABILITY OF TERMS

At any time, should Traffic Mitigation Group, LLC fail to exercise or enforce any right or provision of the Agreement, such failure shall not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Agreement remain in full force and effect.

SECTION 20 - NO RIGHT OF SURVIVORSHIP NON-TRANSFERABILITY

You acknowledge, understand and agree that your account is non-transferable and any rights to your ID and/or contents within your account shall terminate upon your death. Upon receipt of a copy of a death certificate, your account may be terminated and all contents therein permanently deleted.

SECTION 21 - STATUTE OF LIMITATIONS

You acknowledge, understand and agree that regardless of any statute or law to the contrary, any claim or action arising out of or related to the use of our Services or the Agreement must be filed within 3 year(s) after said claim or cause of action arose or shall be forever barred.

SECTION 22 - VIOLATIONS

Please report any and all violations of this Agreement to Traffic Mitigation Group, LLC as follows:

Mailing Address:

Traffic Mitigation Group, LLC
PO Box 9313
Tacoma, Washington 98490

Telephone: 2532433864

Email: contact@trafficmitigationgroup.com

SECTION 23 - GOVERNMENT REQUESTS

In order to cooperate with governmental requests, subpoenas or court orders, to protect our systems, or to ensure the integrity and operation of our business and systems, we may access and disclose any information we consider necessary or appropriate, including and without limitation, your information, IP address, and usage history. Our right to disclose any such information is governed by the terms of our Privacy Policy.

SECTION 24 - FOREIGN ACCESS OF SITE

The Site is controlled, operated and administered by TMG from our offices within the USA. If you access the Site from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use TMG's content accessed through the Site in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

SECTION 25 - ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information on our Site that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information on the Site or on any related Site is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information on the Site or on any related Site, including without limitation, pricing information, except as required by law. No specified update or refresh date applied on the Site or on any related Site, should be taken to indicate that all information on the Site or on any related Site has been modified or updated.

SECTION 26 - PRIVACY POLICY

Every member's registration data and various other personal information are strictly protected by the Traffic Mitigation Group, LLC Online Privacy Policy (see the full Privacy Policy at <https://www.trafficmitigationgroup.com/privacypolicy>). As a member, you herein consent to the collection and use of the information provided, including the transfer of information within the United States and/or other countries for storage, processing or use by Traffic Mitigation Group, LLC and/or our subsidiaries and affiliates.

SECTION 26 – INDEMNIFICATION AGREEMENT

This Indemnification Agreement ("Agreement") is entered into by and between TRAFFIC MITIGATION GROUP, LLC, A WASHINGTON STATE ENTITY, PO BOX 9313, TACOMA, WA 98490 ("Indemnitee") and USER of www.TrafficMitigationGroup.com website ("Indemnitor") (each a "Party" and collectively the "Parties"). For good and valuable consideration, the receipt and sufficiency of which acknowledged, the Parties hereby agree as follows, to be effective DATE UPON ACCESS of WEBSITE (the "Effective Date" of the Agreement):

1. Indemnification. Indemnitor agrees to indemnify and hold harmless Indemnitee and its officers, directors, shareholders, members, employees, and agents, and their respective successors and assigns, against any loss, liability, damage, cause of action, cost, or expense of any nature whatsoever, including without limitation reasonable attorneys' fees and other legal costs (whether or not suit is brought), arising from the following: Traffic Control Plans Designed, Advisement & Consultation in all capacities, Traffic Safety Classes &/or instruction provided under formal or informal, verbal and non-verbal contract; subject, however, to a cumulative maximum indemnification amount of Two Million Dollars (\$2MM) or the MAXIMUM of the any insurance policy held.

2. Exclusions.

In addition to any specific exclusions in Section 1, the following shall also be excluded from indemnification:

- (a) Any claim made in bad faith, or where any material element thereof shall have been made in bad faith or frivolously, as determined by a court of competent jurisdiction.
- (b) Any expense amounts of any type whatsoever that have been paid or reimbursed to Indemnitee by Indemnitee's insurance policy(ies);
- (c) Any indemnification of expenses for which Indemnitee is already indemnified by one or more indemnitors outside of this Agreement;
- (d) Any indemnification of expenses brought about or contributed to by Indemnitee's dishonesty or willful or criminal misconduct; however, Indemnitee shall be protected under this Agreement to the fullest extent permitted by law as to any claims upon which suit may be brought against Indemnitee by reason of any alleged dishonesty or willful or criminal misconduct on its part, unless an adverse judgment or other final adverse adjudication shall establish that it committed acts of active and deliberate dishonesty with actual dishonest purpose and intent, or committed willful or criminal misconduct, which acts were material to the cause of action;
- (e) Any proceeding or claim initiated or brought voluntarily by Indemnitee and not by way of defense, except with proceedings or threatened proceedings brought to establish or enforce a right to indemnification under this Agreement or otherwise required or mandated to be permitted by applicable law; and
- (f) Any indemnification which is prohibited, and only to the extent so prohibited, by applicable law.

3. Pro Rata Indemnification.

If Indemnitee is entitled under this Agreement to indemnification by Indemnitor for some or a portion of the expenses, judgments, fines, penalties, or settlements actually incurred in the investigation, defense, appeal, or settlement of any proceeding or threatened proceeding, but not, however, for the total amount thereof, Indemnitor shall nevertheless indemnify Indemnitee for that portion of the expenses, judgments, fines, or penalties for which Indemnitee is entitled to indemnification.

4. Notice.

(a) Indemnitee shall, as a condition precedent to the right to be indemnified under this Agreement, give the Indemnitor notice in writing as soon as practicable of the commencement or threatened commencement of any proceeding against Indemnitee which may reasonably give rise to indemnification under this Agreement. In addition, Indemnitee shall give Indemnitor any information and cooperation regarding the proceeding or threatened proceeding as it may reasonably require and as shall be within Indemnitee's power.

(b) If, at the time of the receipt of a notice of a claim pursuant to Section 4(a) of this Agreement, Indemnitor has any liability insurance of any kind whatsoever in effect which may cover all or a portion of Indemnitor's liability hereunder, Indemnitor shall give prompt notice to such insurer(s) in accordance with the procedures set forth in such policy(ies). The Indemnitor shall thereafter take all necessary and

desirable actions to cause the insurers to pay, on behalf of Indemnitee, all amounts payable as a result of the proceeding or threatened proceeding in accordance with the policy's(ies') terms, and Indemnitor shall have no responsibility to indemnify Indemnitee for or against any amounts which would have been available to Indemnitee, had Indemnitee fully pursued one or more claims under available policies. Where such policies provide a deductible or limit in coverage, Indemnitor shall, however, be responsible to Indemnitee for any amounts not paid to Indemnitee on account of deductibles or policy limits, but Indemnitor shall not be responsible to Indemnitee for any subsequent premium increases as a result of the claim(s).

(c) If, at the time of the receipt of a notice of a claim pursuant to Section 4(a) of this Agreement, Indemnitor has any other indemnitor of any kind whatsoever which may cover all or a portion of Indemnitor's liability hereunder, other than the Indemnitor that is a party to this Agreement, and other than insurance pursuant to Section 2(b), Indemnitor shall give prompt notice to such indemnitor(s) in accordance with the procedures set forth in Indemnitee's agreement(s) with such indemnitors(s). The Indemnitor shall thereafter take all necessary and desirable actions to cause such indemnitor(s) to pay, on behalf of Indemnitee, all amounts payable as a result of the proceeding or threatened proceeding in accordance with the terms of the Indemnitee's agreement(s) with such indemnitors.

(d) All Notices given to another Party under this Agreement shall be made and given to the person(s) or address below, by U.S. postal prepaid first class certified mail, or by trackable express delivery (e.g., FedEx, UPS, DHL):

ANDERSON BUSINESS ADVISORS
3225 McLeod Dr.
Las Vegas, Nevada, 89121

5. Indemnification Procedures.

Subject to the Advancement of Expenses provisions of Section 7 of this Agreement, any indemnification provided for under this Agreement shall be paid no later than 365 days

days after receipt of Indemnitee's written demand pursuant to Section 4 of this Agreement. If a claim under this Agreement is not paid in full by Indemnitor within (365) days after a written request for payment has first been made to Indemnitor, Indemnitee may, but need not, at any time thereafter, bring an action against Indemnitor to recover the unpaid amount of the claim, and shall also be entitled to be paid for the reasonable expenses of such an action.

7. Advancement of Expenses.

Indemnitor shall not be required to advance all expenses incurred by Indemnitee in connection with the investigation, defense, settlement, or appeal of any proceeding or threatened proceeding prior to its final disposition, upon receipt by Indemnitor of an undertaking by or on behalf of Indemnitee to repay Indemnitor any amounts advanced if it shall be determined ultimately that Indemnitee is not entitled to indemnification by Indemnitor hereunder, and provided that Indemnitee offers reasonably proof of the ability to repay the advanced amounts under the circumstances. Expense advances to be made hereunder shall be paid by Indemnitor to Indemnitee within thirty (30) days following delivery of a written request for advancement of expenses by Indemnitee to Indemnitor providing reasonable detail as to the nature of the expenses required to be advanced.

8. Cumulative Rights.

The right of indemnification provided in this Agreement shall be in addition to any rights to which Indemnitee may otherwise be entitled, and shall inure to the benefit of the Indemnitee's successors, assigns, executors, or administrators. Indemnitee shall have the right to select its own attorney(s) and other experts and advisors.

9. Execution of Additional Documents.

The Parties agree to promptly execute and deliver such documents which are reasonably required to be executed by a Party to effectuate this Agreement.

10. Entire Agreement.

This Agreement constitutes an integration of the entire understanding and agreement of the Parties with respect to the subject matter hereof. Any representations, warranties, promises, or conditions, whether written or oral, not specifically and expressly incorporated in this Agreement, shall not be binding on any of the Parties, and each of the Parties acknowledges that it has not relied, in entering into this Agreement, on any representation, warranty, promise, or condition not specifically and expressly set forth in this Agreement. All prior discussions and writings have been, and are, merged and integrated into, and are superseded by, this Agreement.

11. Amendments.

The Parties agree that any amendments or modifications to this Agreement shall be deemed null and void unless such amendments or modifications are in writing, specifically refer to this Agreement, and are signed by authorized representatives of all Parties.

12. Severability.

In the event that any provision of this Agreement is determined to be illegal or unenforceable, such determination shall not affect the validity or enforceability of the remaining provisions hereof, all of which shall remain in full force and effect.

13. Disputes.

Any dispute concerning this Agreement, or any indemnification hereunder shall be adjudicated in the courts of competent jurisdiction of PIERCE County (Parish), State of WASHINGTON, and the prevailing Party shall be entitled to an award of its reasonable attorneys' fees and expenses.

14. Consent.

Use of our services in any capacity is considered full consent to these terms.

SECTION 27 - Engineering Judgement.

We act in the capacity of a subcontractor for Entities and/or Corporations that seek Traffic Control Plans for their project(s) and are the General Contractor for said prescribed work. It is the duty of the Contractor, to submit all Traffic Control Plans to the road authority for formal approval by someone who is QUALIFIED to provide engineering judgement. The definition of engineering judgement can be found on page 14 of the MUTCD in Part 1, Section 1A.13, subsection 03.64 which reads:

the evaluation of available pertinent information, and the application of appropriate principles, provisions, and practices as contained in this Manual and other sources, for the purpose of deciding upon the applicability, design, operation, or installation of a traffic control device. Engineering judgment shall be exercised by an engineer, or by an individual working under the supervision of an engineer, through the application of procedures and criteria established by the engineer. Documentation of engineering judgment is not required.

It is your duty to submit requested TCPs to the road authority and apply/install all TCPs by competent persons in a manner which is uniform to the MUTCD; WAC 296-155-305; and the Washington Modifications to the MUTCD found in Chapter 468-95 WAC. The definition of a competent person can be found in the OSHA regulation manual under 1926.32(f) which reads:

Competent person means one who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

Use of services in any capacity provided by Traffic Mitigation Group, LLC is a representation of USER/Client consenting to these terms and binding in full capacity to the extent of the law.