

Junkr Terms Of Service:

Our Contractual Relationship

Thank you for accessing Junkr, the mobile application (“**App**”) developed by JunkrBoys Inc (“**We,**” “**Company,**” or “**Us**”) to help individuals and companies (“**Listers**”) with various junk clean up and disposal projects (“**Job**”) involving unwanted items and other materials, and users who sign up to haul junk away for payment (“**Drivers**”). These Terms of Service (“**Agreement**”) govern our legal relationship related to the Services, and they are a legally binding agreement. We reserve the right to make amendments to this Agreement from time to time, and we will post the revised versions on the App when we do. Amended terms become binding thirty days after they are posted on the App.

Our Privacy Policy Section in the Terms of Service governs how we use the information we obtain through your use of the Services, and you should also review that policy periodically, since we update it from time to time as technology and circumstances change. Revisions to our Privacy Policy are also effective thirty days after they are posted on the App. Your continued use of the Services indicates your acceptance of this Agreement and the Privacy Policy, as amended.

We do not allow Listers to post jobs or Drivers to perform jobs involving the following items: (1) any item or agent (biological, chemical, radiological and/or physical), which has the potential to cause harm to humans, animals, or the environment, either by itself or through interaction with other factors (“**Hazardous Materials**”); (2) any item or agent the disposition of which is regulated by federal, state, provincial or local law. If you ask a Driver to transport such materials, the Driver is required to decline the job and to inform us of the request.

We may post additional usage and conduct rules regarding the Services at [Junkrapp.com/link-to-policies](https://junkrapp.com/link-to-policies). You are required to abide by those rules as if set forth in full in this Agreement.

Our Services and Process

- Our Services connect individuals and companies (Listers) who need junk item(s) hauled away to our network of Drivers who do it for a fee.
- After sign up and log in, the Lister will upload a picture(s) of the job and provide a short description of the job, set pickup price they will pay the Driver, then the Drivers in the area are notified via push notifications and can “Claim” the job to complete pick up. There is, however, no guarantee the job will be claimed.
- Only junk to be hauled away should be in the listing image.
- All Junk is to be placed outside on the Listers property in an easy to pick up location. Recommended areas are the doorstep or driveway. The Junk item/pile must be on the Listers property, not on neighbors or on public street/sidewalk.
- Once the Job is claimed by a Driver, the Driver has a limited time to complete the Job. When they do accept the Job, the Listers credit card provided is authorized. The App allows the Lister and the Driver to contact each other directly and make any other arrangements necessary for completion of the job.

- Once the Driver has completed the job, he so indicates using the App, so you the Lister can verify and complete payment. Our Service Fees are added (+10%) to the Pickup Price set by the Lister and deducted (-10%) from the Pickup Price for the Driver, but waivable to both sides, if they share their experience on Social Media, collectively or individually.
- If the Lister cancels the job after the Driver has accepted the job, the Lister will be charged a cancellation fee of 40% of the List Price.

Privacy Policy:

By using Junkr App, you give explicit consent to Junkr for the collection, use, disclosure and retention of your personal information by us, as described in this Privacy Policy and our Terms of Use.

Junkr may change this Privacy Policy from time to time. We advise you to read it regularly. Substantial changes to our Privacy Policy will be announced on our Website. The amended Privacy Policy will be effective immediately after it is first posted on our Website.

Information We Collect:

- Including, but not limited to, device ID, device type, geo-location information
- Name, email, account passwords, photos
- Payment info (via Stripe), vehicle descriptions and license plate number.
- Any other comments, feedback, reviews, information entered through app.

How we use information:

- To provide you access to our app services
- To prevent, detect and investigate potentially prohibited or illegal activities, fraud or security breach's and to enforce our terms of use.
- To personalize, measure and improve our services

Sharing information with and registration on social media sites:

- We may offer sign-on Services that enable you to access the App with your login credentials. We can also offer Services that enable you to share information with third party social media websites, such as Facebook and Instagram.
- If you provide us access to personal information stored on third party websites, the scope of access to this personal information shall vary per website and will be determined by both your own browser settings and your consent. If you wish to connect your third party account to your Junkr account and you consent to us accessing the information in these third party accounts, you agree that we can collect, use and store information from this third party website in accordance with this Privacy Policy.

Transfer of your personal information to third parties:

- certain third parties (such as intellectual property rights holders, supervisory authorities, tax authorities, police and other regulatory authorities) if we are required to do so by law, or in accordance with our Privacy Policy. We may share your personal information:
 - o to comply with legal obligations or a court order; or
 - o if this is necessary for the prevention, detection or prosecution of criminal offenses, such as fraud, deceit or prosecution, or
 - o if it is necessary to maintain our policies or to protect the rights and freedoms of others.
 - o companies that we intend to merge with in the context of a re-organisation or that acquire us.

Without limitation to the foregoing, we shall moreover - in our efforts to respect your privacy and to keep the App free of malicious persons or parties – not disclose your personal information to third parties without a court order or formal request from the government in accordance with applicable law, unless we believe in good faith that such disclosure is necessary to prevent impending injury or financial damages or to report alleged illegal activities.

Restrictions on Services and Contacts

The Lister will not attempt to circumvent the Services in any way to avoid paying our fees. This would occur, for example, by contracting directly with the Driver or by making other arrangements that prevent us from getting paid. All payments, tips and fees are paid through the app. This obligation continues for one year after the most recent time the Lister uses a specific Driver.

Our License

We grant to you a non-transferable, non-exclusive and revocable license to install one copy of the App on your mobile device (“**Device**”) and to use the App according to the terms and conditions set forth in this Agreement. The App is licensed, not sold, to you. Except as expressly granted by this Agreement or otherwise by us or our licensors in writing, you acquire no right, title or license in the App or any data, software, content, application or materials accessed from or incorporated in the App. This Agreement does not give you any rights to any updates or upgrades to the App or to any maintenance releases, patches, fixes, extensions or enhancements (collectively, “**Updates**”) to the App developed by us or our suppliers or licensors at any time in the future. We may provide Updates and/or support in our absolute discretion. If provided by us, Updates may be delivered automatically, or you may be notified when a new Update is ready to be installed, or when we make such Updates available for download. You authorize us to deliver automatically or to force any Update if we believe it is necessary to provide for the continued functionality of the App or for any reasonable business purpose. We are not required to maintain legacy versions of the App, and therefore, forced Updates may be necessary. Your use of the Updates will be governed by this Agreement unless you are asked to agree to new or additional terms at the time of download or installation. You also agree that you may have to enter into a renewed version of this Agreement if you want to download, install or use a new or modified version of the App.

Your License

When you use the App, the App will collect certain information about your use of the Services (“**Usage Data**”). You grant to the Company a non-exclusive, fully-assignable, royalty-free, and worldwide license to collect and store your Usage Data and to use your Usage Data for our legitimate business purposes, but never to sell your Usage Data to any third party, except in connection with the sale, merger, or acquisition of JunkrBoys Inc. or of all or substantially all its assets. Upon your request, we will delete your user account, but we will retain Usage Data in an anonymized fashion that does not allow the use of any of your personally identifiable Usage Data. Other personal information that does not qualify as Usage Data shall be governed by the provisions of Company’s Privacy Policy.

Usage Rules and License Restrictions

You may not use the App for any purpose other than as set forth in this Agreement. While we are not responsible for the things you do and say while using the App, if your communications do not further the overall goal of the App we may take action to prevent your misuse of the App, including suspending your account or terminating your use of the App completely. We do not accept responsibility for any comments or other misuse of any user.

In addition to governing yourself in accordance with the usage rules, you also agree to the following license restrictions. You agree: (a) to use the App solely for the purpose of finding and communicating with a Driver or Job Lister; (b) to not install or use a copy of the App on a device that you do not own or control; (c) to not duplicate, copy or distribute the App, except as necessary to use it on your Device; (d) to not license, sell, rent, lease, lend, transfer, assign, distribute, host, outsource, disclose or otherwise commercially exploit the App or make the App available to any third party; (e) to not use the App for any fraudulent, unlawful or illegal activity, for the hauling of Prohibited Items, or in any way that could harm the App or impair anyone else’s use of it or a wireless network or to try to gain unauthorized access to any service, data, account or network by any means; (f) to not modify, translate, or create derivative works based on the App or disassemble, decompile or reverse engineer any part of the App, except and only to the extent that applicable law expressly permits, despite this limitation; (g) to not engage in any harassment, illegal discrimination, or any other offensive or illegal behavior; (h) to not work around any technical limitations in the App; and (i) to preserve all copyright and other proprietary rights notices on the App and all copies thereof.

Security

The information that the App collects may be stored locally on your Device and may be transmitted to our servers in countries where we or our service providers operate. The transmission of information over wireless and wired networks is not inherently secure. We use many tools to help protect your personal information against unauthorized access and disclosure. However, we do not guarantee that your personal information or private communications will always remain private when using the App and we take no responsibility and assume no liability with respect to the same.

Term and Termination

Your license to use the App is effective until we terminate it or until you uninstall the App. In addition, your rights under this license will terminate automatically without notice to you if you fail to comply with any of the provisions of this Agreement. We reserve the right to suspend, discontinue, enhance,

update or otherwise modify the App, or its availability to you, at any time without notice. Upon termination of the license to the App, you will cease all use of the App.

Credit Card Authorization and Payment

We use a third-party credit card processor to store and process credit card transactions. By entering into this Agreement, you authorize us to charge your credit card for any of the services you order using the App. If for any reason your credit card charge is reversed, you agree to pay our fees in the amount set forth above via other payment method reasonably acceptable to the parties. If you successfully reverse charges, you will nevertheless be responsible for our fees in the amount they would have been had the charge not been reversed. Any unpaid amount shall accrue interest in the lesser of 12% per annum, accrued monthly, or the maximum amount allowed by law.

Warranty Disclaimer and Liability Limit

Except for warranties set forth expressly in this agreement, neither party makes any representation or warranty of any kind whether express, implied (either in fact or by operation of law), or statutory. Each party expressly disclaims all implied warranties of merchantability, fitness for a particular purpose, quality, accuracy, and title. Junkrboys Inc. does not warrant against interference with the enjoyment of the app or the services, or against infringement of third-party intellectual property rights. We do not warrant that the app or the services will be error-free or that operation of the app or services will be secure or uninterrupted. While we agree to take steps to ensure our Drivers are licensed and insured according to the policies we adopt, we do not guarantee or warrant that they will indeed be insured or licensed, and we do not guarantee or represent that they or third parties will not engage in conduct, willful, negligent, or otherwise, that will not harm you. We recommend that each Driver obtain professional advice on policies of insurance including, but not limited to, commercial automobile insurance and commercial general liability insurance. We do not warrant or guarantee, expressly or otherwise, that drivers carry insurance for their operations. We cannot be held responsible for the conduct of Drivers or Listers using the app and you should hold us free of any liability or costs with respect to the same.

Release and Indemnity

Your use of the Services involves risks for which we cannot be responsible. As between Lister and Driver, all interactions are independent of us. You must independently and wisely govern your interactions with each other, as well as all other aspects of your use of the Services. For these reasons, you hereby release Company and its employees and agents from any and all liability arising out of your use of the Services, and you waive any claims against Company, its employees and agents, that may arise out of or be related to your interactions between Listers and Drivers and your use of the Services. You also agree to defend, indemnify, and hold Company, its employees and agents, harmless from and against any and all losses, damages, judgments, settlements, and other claims, including attorney fees and court costs, arising out of or related to (1) your breach of any of the provisions of this Agreement, including without limitation the usage rules, (2) your use of the App, (3) your negligent or intentional acts or omissions and (4) your conduct that is contrary to applicable law. You agree, if we so request to appoint us as your agent for purposes of pursuing and managing any insurance claims arising out of or related to this Agreement.

Independent Contractor

You agree that nothing in this Agreement shall, or shall be deemed to, create any franchise or relationship of agency or employer/employee between Drivers and us. Drivers are independent contractors, and they agree to file their own taxes, to use their own uniforms, if any, to use their own tools and equipment, to provide their own transportation, to provide their own workers compensation, and to determine their own hours. Listers agree to defend and indemnify us from and against any claim that Drivers are our agent or employee. Junkr provides a service connecting Listers and Drivers, and despite collecting personal information, vehicle information and license plate information, those items are provided as a convenience only, and they create no special relationship of trust with us. The relationship between Listers and Drivers is independent of the Services provided by us. We cannot be held responsible for any claim that exists between Listers and Drivers. The Driver is responsible for the item/junk after pickup and may dispose of ethically, donate, recycle, keep, gift or sell the item/pile. The Driver will NOT illegally dump or dispose of the junk to the harm or detriment of any others. Drivers are to have a valid drivers license, current registration, insurance and be 16 years or older to Claim Jobs in the app.

Notices

Except as explicitly stated otherwise, legal notices will be served, with respect to Company, on Company's registered agent, and, with respect to you, to the email address you provide to Company during the registration process. Notice will be deemed given 24 hours after email is sent, unless the sending party is notified that the email address is invalid.

Severability

If any provision of this Agreement, including without limitation the warranty disclaimer and liability limitation terms, shall be unlawful, void, or for any reason unenforceable, then the unenforceable or void portion of that provision will be deemed severable from this Agreement and will not affect the validity and enforceability of any remaining provisions.

Entire Agreement

This Agreement and any applicable terms agreed in a sign-up document, as each may be amended as set forth herein, are the entire agreement between you and Company relating to the subject matter herein.

Claims; Statute of Limitations

You and company agree that any cause of action arising out of or related to these terms or the services must commence within one (1) year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

Waiver

No waiver of any of this Agreement by Company is binding unless authorized in writing by an executive officer of Company. In the event that Company waives a breach of any provision of this Agreement, such waiver will not be construed as a continuing waiver of other breaches of the same nature or other provisions of this Agreement and will in no manner affect the right of Company to enforce the same at a later time.

Force Majeure

Company will not be liable for, or be considered to be in breach of, or default under, this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any cause or condition beyond Company's reasonable control.

Survival

All provisions of this Agreement, other than those entirely fulfilled within the term of the Agreement shall survive the expiration or earlier termination of this Agreement.

Waiver of Jury Trial.

Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

By clicking "I Accept," you indicate your acceptance of these terms, both on your own behalf as an individual and on behalf of any entity for which you are accessing the App. If you are acting on behalf of an entity other than yourself, you warrant that you are authorized to bind the entity on whose behalf you are accessing the App and agree that it will abide by the terms of this Agreement.