



TERMS AND AGREEMENT

These terms and agreements create a contract ("Agreement") between you and National Compliance Services LLC ("NCS"). To confirm your receipt, understanding, and acceptance of this Agreement, please execute a copy of this Agreement and return it to NCS.

A. Introduction To NCS

NCS is a private company incorporated and headquartered in Boise, Idaho. NCS was founded to help commercial drivers and carriers remain in compliance with the Federal Motor Carrier Safety Administration's (the "FMCSA") biennial registration requirements. In furtherance of this goal, NCS has developed proprietary technology that not only identifies potential customers in need of NCS's services, but also enables NCS to complete its customers' work in a manner that is financially advantageous to you.

NCS is neither affiliated with the FMCSA, nor is it associated with any state or local program tied to or created in response to the FMCSA and its regulations or actions. As such, NCS is a for-profit business that is not, and should not be mistaken as an agent of the FMCSA. Moreover, NCS, its agents, and its services should not be interpreted or relied upon as legal advice or counsel. Accordingly, if you require legal assistance it is incumbent upon you to retain a qualified attorney.

Finally, NCS's registration services are available to commercial drivers and carriers nationwide. However, to use NCS's services, you must have access to compatible hardware, software, and telephone and internet access. If you do not have access to these technologies, NCS's ability to perform its services may be affected.

B. Using NCS's Services

This Agreement governs your contractual relationship with NCS by delineating the responsibilities that NCS will assign to you and itself once the Agreement has been executed. By hiring NCS you are indicating that you have read this Agreement and understand and consent to be bound by all the terms and conditions of it. If you do not agree to the entirety of this Agreement, then you should not use NCS's services.

As soon as payment has been tendered, NCS will immediately begin the process of collecting the requisite information for the completion of your MCS 150 form (the "Form"). As soon as the Form is ready for submission to the FMCSA, NCS will forward a copy of the Form to your previously designated email or mailing address. It is then incumbent upon you to review the Form to ensure its information is accurate. If you determine that the Form contains inaccurate information, then you must contact NCS via email, phone, or regular mail to alert NCS to the Form's errors. Conversely, if you fail to find any errors or omissions, then you must sign and date the Form and the Agreement (the "Paperwork") and return them to NCS for processing.

NCS will make every reasonable effort to ensure that this process is efficient, expedited, and error free. However, because NCS has no control over the amount of time you take to return the Paperwork to NCS, it is not liable for any penalties that you may incur due to your failure to verify, sign, and return the Paperwork in a timely fashion. Accordingly, NCS will take the following steps to remind you to return your Paperwork:

- i. prior to terminating your initial intake, NCS will advise you that the Paperwork must be signed and dated, and returned to NCS;
- ii. if NCS has not received your documents within five business days of the Paperwork being sent to you, NCS will send its first email to remind you to complete the Paperwork (if you did not provide a valid email address, then NCS will contact you by telephone);

- iii. if NCS does not receive your Paperwork within five business days of its first follow up email or call, then NCS will send or make its second email or telephone call;
- iv. if NCS does not receive your Paperwork within five business days of its second follow up email or call, then NCS will send or make its third email or telephone call;
- v. if NCS does not receive your Paperwork within five business days of its third follow up email or call, then NCS will mail a reminder letter via certified mail to your last known mailing address; and,
- vi. if NCS does not receive your Paperwork within ten business days of mailing its reminder letter via certified mail, NCS will designate your file as "Customer Abandoned" until it hears from you again.

C. NCS's Services And Rates

NCS provides the following services and following charges accordingly:

- Biennial Update.....\$350.00
- Premium Biennial Update.....\$700.00 (includes a 24" USDOT Vinyl sticker, any color)
- Out of Business Update.....\$150.00
- Vinyl/Stickers for Vehicles.....Prices depend on type of Vinyl and quantity being ordered.

Payment is due when the order is accepted. As soon as you tender your payment, NCS may take and will be entitled to receive such payment so that it may begin work on your behalf. Payment may be made by credit card, debit card or any other such payment that NCS may approve at its sole discretion. NCS reserves the absolute right to accept or refuse any payment made in any form. NCS does not hold any credit/debit card details after the sale has been made.

D. NCS's Cancellation Policy

If you are unhappy with your decision to hire NCS, you may request a full refund by notifying NCS of your desire to cancel your order within five business days of NCS processing your payment. Notice for this particular provision may be completed by email or regular mail. Because NCS will have already performed the requisite work on your file, requests for refunds after the five-day period have elapsed will be handled on a case by case basis.

E. NCS's Privacy Policy

NCS will implement and maintain procedures that comply with the applicable federal and state law for the protection of personal or confidential information. A copy of NCS's Privacy Policy is attached to this Agreement as Exhibit A.

F. NCS's Limitation Of Liability

As previously stated NCS does not guarantee, represent, or warranty that your use of its services will be error free. Therefore, you expressly agree that your use of or inability to use NCS's services is at your sole risk. Unless otherwise stated herein, NCS's services are provided "as is" and "as available" for your use, without warranties of any kind, either express or implied. Including all implied warranties of merchantability fitness for a particular purpose, title, and noninfringement. However, because some jurisdictions do not allow the exclusion of implied warranties, the above exclusion of implied warranties may not apply to you.

NCS, its directors, officers, employees, affiliates, agents, contractors, or licensors, will not be liable for any direct, indirect, incidental, punitive, special or consequential damages arising from your use of any of the services or for any other claim related in any way to your use of the services, including but not limited to any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of any services. However, because some jurisdictions do not allow for the exclusion or the limitation of liability for consequential or incidental damages, NCS's liability will be limited to the extent such limitation is allowed by law.

NCS will use reasonable efforts to protect the information that you submit in connection with NCS's services, but you agree that your submission of such information is at your sole risk, and you hereby release NCS from any and all liability to you for any loss or liability relating to such information in anyway.

G. Force Majeure

As stated in Section B, NCS will not be responsible for cancellation or delay in delivery or performance resulting, in whole or in part, from causes beyond its reasonable control, including, but not limited to your inability to return their Paperwork; acts of God; a court or administrative injunction or order; medical complications, technological malfunctions; or, any other contingency that the non-occurrence of which was a basic assumption on which this Agreement was executed.

H. Waiver And Indemnity

Finally, by using the services, you agree, to the extent permitted by law, to indemnify and hold NCS, its directors, officers, employees, affiliates, agents, and contractors harmless with respect to any claims arising out your breach of this Agreement, your use of or failure to complete NCS's services, or any action taken by NCS as part of its investigation of a suspected violation of this Agreement or as a result of its finding or decision that a violation of this Agreement has occurred. This waiver and indemnity provision applies to all violations described in or contemplated by this Agreement.

I. Governing Law

This Agreement is governed by, construed, and enforced in accordance with the laws of the State of Idaho. Accordingly, you, acting for yourself and your successors and assigns, hereby expressly and irrevocably consents to the exclusive jurisdiction of the state and federal courts having authority over the territory of Ada County, Idaho, for any litigation which may arise out of or be related to this Agreement.

J. Dispute Resolution

You and NCS will attempt in good faith to resolve promptly any dispute arising out of or relating to this Agreement or the breach thereof. If a dispute should arise, you and NCS agree to submit the dispute to binding arbitration.

Arbitration involves no formal court procedures or rules of evidence, but the arbitrator does have the power to render a binding decision or force an agreement on you or NCS. Any arbitration related to the contents of this Agreement will remain confidential. To initiate arbitration, the party seeking arbitration must give written notice of their desire to commence arbitration and the arbitration must take place within 45 days after the date such notice is given. The arbitration shall be attended by pro se or by legal counsel. You and NCS will jointly appoint a mutually acceptable and neutral arbitrator within seven days after notice of desire to arbitrate is given. You and NCS agree that the expenses of arbitration will be borne equally by both parties, and the arbitrator's decision resolves the matter dispute completely and forever.

K. Notice

For a notice to be valid, it will be reduced to writing on paper using a word processing program and mailed via certified mail with return receipt requested and postage prepaid to the receiving party's specified address. Notices addressed to NCS shall be sent to Victor Valle, CEO, National Compliance Services LLC, 4340 N Tempest Way, Meridian, ID 83646; and, notices addressed to you shall be sent to the last mailing address that you provided to NCS.

L. Receipt

A notice under this Agreement is be deemed to have been received pursuant to the signatory's date on the return receipt or document evidencing the receiving party's refusal to take custody of the notice.

M. Modification of Agreement

No modification of this Agreement or waiver of any of its terms will be binding on NCS unless clearly expressed in writing and signed by you and an authorized representative of NCS. This paragraph excludes, among other things, purported modifications and waivers by oral agreement, course of performance, and usage of trade.

N. Nonwaiver of Claims

NCS's failure to enforce any of the provisions of this Agreement will not be construed as a waiver of NCS right to enforce each and every provision herein. NCS reserves the right to enforce this Agreement any time. NCS rights and remedies set forth in this Agreement are in addition to all legal and equitable rights and remedies available to NCS.

O. No Assignment or Delegation

You shall not assign or delegate any or all of its rights or obligations under this Agreement without the prior written consent of NCS, and any attempt to do so will be ineffective.

P. No Third-Party Rights

This Agreement is for the sole and exclusive benefit of the parties hereto and their permitted successors and assigns. Nothing expressed or referred to in this Agreement will be construed to give any other person any legal or equitable right, remedy or claim under or with respect this Agreement.

Q. Independent Parties

You and NCS are independent parties and nothing in this Agreement will make either party an agent, partner, joint-venturer, or legal representative of the other.

R. Use of Headings

The section headings contained in this Agreement are inserted for convenience only and will not affect in any way the meaning or interpretation of this Agreement.

S. Severability of Agreement

If any provision or part of a provision of this agreement is declared invalid, illegal, or unenforceable under applicable law, the affected provision will be considered omitted or modified to conform to applicable law. The validity, legality, and enforceability of all other remaining provisions or parts of provisions will remain in full force and effect.

T. Intellectual Property

The client acknowledges that the service that is being rendered could be subject to patents or copyright and accordingly the client shall ensure that the information is used solely for the client's research and/or reference purposes and may not be copied, reproduced, or commercial exploited in all or any part.

U. Integration Clause

Except as otherwise agreed to by you and NCS in writing, this Agreement, constitutes the complete and final agreement between you and NCS. Moreover, this Agreement supersedes all advertisements and prior oral or written communications between you and NCS.

Your signature on the following line signifies your acceptance to this Agreements:

Signature

Date/DOT Number