

Massey Transport Dispatch
735 N Townville St
Seneca, SC 29678
TEL: 678-656-8386
email: masstransdispatch@gmail.com

Dispatcher Agreement

This dispatcher agreement ("Agreement") serves the purpose of outlining and defining the responsibilities of Massey Transport Dispatch ("Dispatcher") and _____ ("Carrier").

The carrier has all the necessary licenses and permits to operate as a commercial driver shown through the issuance of MC number _____ and US DOT number _____. The carrier, therefore, is authorized to provide transportation services to third parties according to the agreement reached between the carrier and third parties. In addition to this signed agreement, the carrier needs to provide the dispatcher with the following:

- Certificate of Authority.
- Certificate of Insurance.
- Completed W-9 (<https://www.irs.gov/pub/irs-pdf/fw9.pdf>).
- Notice of Assignment.
- Copy of Driver's License.
- Equipment List. (Can be found on the last page of this document)
- Factoring company contact and log in information (so that we can check credit, etc.).

Without the above documents, the dispatcher will not be able to provide services to the carrier.

Massey Transport Dispatch ("Dispatcher") will find and arrange loads using brokers for the carrier. The dispatcher will send the carrier load confirmations once loads are reserved via email. These load confirmations will be filed and available if the carrier wishes to see them. As clarification, the dispatcher is not a broker, and therefore the carrier should not expect the dispatcher to provide any service or assume any responsibility that a broker would normally provide or assume.

NOW, THEREFORE, in consideration of mutual promises made by each to the other, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Massey Transport Dispatch and Carrier (collectively, the "Parties") agree as follows:

1. Effective Date and Term of Agreement. This Agreement shall be effective upon the date of acceptance by Carrier, evidenced by the signature of Carrier's authorized representative ("Effective Date"). The term of this Agreement shall commence on the earlier of the Effective Date or the date which Massey Transport Dispatch first provides Services to Carrier and shall continue until such time as the Agreement is terminated as provided in this Agreement.
2. Scope of Services. Carrier contracts Massey Transport Dispatch to perform dispatch services on behalf of Carrier, and to act as Carrier's agent and attorney-in-fact for purposes of providing dispatch services related to Loads which Carrier has been hired to transport by third parties. The services which Massey Transport Dispatch may perform on behalf of Carrier under this Agreement may include, without limitation, the following "Services":
 - (a). Communicating with third parties on behalf of Carrier in order to locate, negotiate, and/or procure Loads for transport by the Carrier;
 - (b). Collecting, organizing, and maintaining paperwork related to Carrier's Loads;
 - (c). Monitoring the progress of Loads from the time the Load is picked-up by Carrier to the time Carrier has delivered the Load and, upon request of Carrier, provide Carrier with information concerning such progress;
 - (d). Communicating with and providing directions and instructions to Carrier's drivers; and
 - (e). Communicating with Carrier's drivers regarding transportation of the Load (e.g., check calls, delivery confirmation).
3. Limitation of Services. Carrier understands, acknowledges and agrees that Massey Transport Dispatch is an agent for the Carrier, and that Massey Transport Dispatch is not a broker. Massey Transport Dispatch is not required or under any obligation to perform any service not listed in Section 2, above, and Massey Transport Dispatch is not be responsible for ensuring Carrier's compliance with applicable Federal, State and local laws, rules, regulations, and/or ordinances. Further, Massey Transport Dispatch is not responsible for invoicing, billing or collecting amounts owed or which may become owed to Carrier by third parties for Loads transported by Carrier, regardless of whether such Loads were located, negotiated or procured by Massey Transport Dispatch.
4. Authority of Massey Transport Dispatch. Carrier authorizes Massey Transport Dispatch to locate, negotiate and/or procure Loads for Carrier to transport, and Carrier appoints Massey Transport Dispatch as Carrier's agent and attorney-in-fact with respect to such Loads. Carrier hereby grants Massey Transport Dispatch full power and authority

to discuss, make, do and transact any and all business on behalf of Carrier which may be necessary for Massey Transport Dispatch to perform the Services under this Agreement. Such power and authority granted by Carrier to Massey Transport Dispatch shall specifically include, without limitation, the power to negotiate, sign, execute, deliver and/or acknowledge contracts, agreements and/or other written documents or instruments on behalf of Carrier and in Carrier's name, and to communicate with Carrier's factoring company, if applicable, regarding payments for Loads transported by Carrier.

5. Disclaimer and Limitation of Liability. Notwithstanding any other provision of this Agreement to the contrary, Massey Transport Dispatch shall not be liable for any direct, indirect, general, special, incidental, exemplary, or consequential loss, damage or liability of any nature arising out of Massey Transport Dispatch's performance or non-performance of Services under this Agreement. The provisions of this Section 5 shall apply regardless of whether such loss, damage or liability arises in contract, tort (including negligence), strict liability or otherwise. Furthermore, Massey Transport Dispatch shall not be responsible for any expenses, costs or fees related to Loads transported by Carrier, including, without limitation, detention fees, lumpers, pallets, fuel, or any other fees for which Carrier and/or third parties are responsible.

6. Compliance with Laws. Carrier represents, certifies and hereby warrants that it is duly registered with the FMCSA as a "Motor Carrier" pursuant to 49 U.S.C. S 13902, and that Carrier is in compliance with all applicable Federal, State and local laws, rules, regulations, and ordinances, including, without limitation, all rules and regulations promulgated by the FMCSA, the Department of Transportation ("DOT"), as well as all other Federal and State agencies and/or departments having jurisdiction over the services performed by Carrier. Carrier further represents, certifies and warrants that Carrier is registered with the FMCSA and DOT, that Carrier holds all required licenses, and that all such registrations and/or licenses are current and in good standing. SAFER scores: at any time if Carrier's score becomes conditional, unsatisfactory, or out of service, Massey Transport Dispatch will not be able to book loads until issue is resolved.

7. Carrier Capabilities, Information and Obligations

(a). Carrier represents, certifies, and hereby warrants that it has the capability and equipment necessary to perform transportation services on behalf of the third parties with whom Carrier contracts, and provide the dispatcher with maximum weight capacity for their equipment.

(b). Carrier represents, certifies and hereby warrants that Carrier is properly insured and/or has obtained a surety bond in an amount enough to cover Carrier's financial responsibility for any and all damage, loss, or liability resulting from any action, inaction or omission of the Carrier.

(c). Carrier agrees that it will direct all Freight Shippers/ Holders, Brokers and/or other third parties to contact Massey Transport Dispatch concerning Carrier's Loads, and will immediately notify Massey Transport Dispatch if Carrier learns that any Load that has been cancelled or "double-brokered," or if Carrier becomes aware of any issue related to the transport of the Load by Carrier.

(d). Prior to Massey Transport Dispatch commencing Services under this Agreement, Carrier will provide Massey Transport Dispatch (I) copies of all registrations and/or licenses held by Carrier as required under the FMCSA, DOT and/or any other provisions of applicable law; (II) copies of any insurance policies held by Carrier and/or surety bond information; (III) copies of Commercial Driver's License of Carrier's driver(s); (IV) Carrier's factoring company information; and (V) four (4) references of Carrier.

(e). Carrier understands, acknowledges, and agrees that Massey Transport Dispatch will search for Loads on behalf of Carrier, and that Massey Transport Dispatch will contact third parties on behalf of Carrier to negotiate and procure Loads for Carrier. Massey Transport Dispatch will provide Carrier with pertinent information related to any Load in which Massey Transport Dispatch procures on behalf of Carrier, including, without limitation, the Rate Confirmation Sheet pertaining to the Load.

(f). Carrier agrees that Massey Transport Dispatch will NOT call for Carrier's approval on loads each time. Loads are first come first serve, and we will lose loads if we do that. Once Massey Transport Dispatch has sent a Rate Confirmation Sheet to Carrier, Carrier understands, acknowledges, agrees and accepts the terms and conditions contained within the Rate Confirmation Sheet. In the event Carrier elects not to transport the Load, Carrier shall immediately inform Massey Transport Dispatch. Carrier understands, acknowledges, and agrees that, in the event Carrier elects more than five (5) times in a single week to not transport the Load after receiving a Rate Confirmation Sheet from Massey Transport Dispatch, or if Carrier fails to notify Massey Transport Dispatch as to whether Carrier

will transport the Load and Carrier's acceptance of the terms and conditions within the Rate Confirmation Sheet, Massey Transport Dispatch may elect at its sole and absolute discretion to immediately suspend and/or terminate performance of Services under this Agreement. Carrier agrees to indemnify and hold Massey Transport Dispatch harmless for any claim, demand, damage, debt, liability, account, reckoning, obligation, cost, expense, lien, action or cause of action (including the payment of attorneys' fees and costs incurred regardless of whether litigation is commenced) which may result from Carrier's failure, refusal or decision not to transport a Load and/or Carrier's failure to otherwise comply with this Section 7(D).

8. Termination of Agreement. To the extent not otherwise stated in this Agreement, the parties may terminate this Agreement at any time upon both written notice and a telephone call to the non-terminating party to inform it of the terminating party's decision to terminate this Agreement. If Carrier terminates this Agreement, any and all amounts owed by Carrier to Massey Transport Dispatch, including any amounts not yet invoiced by Massey Transport Dispatch, shall become immediately due and payable. Notwithstanding Carrier's termination under this Section, Massey Transport Dispatch shall be entitled to recover Dispatch Fees for any and all Loads in which Massey Transport Dispatch provided any Services to Carrier.

9. Compensation. The payment process will be as follows:

____ (initials) The carrier will pay 10% of weekly total line. A weekly line haul is defined as any loads carried from Sunday to Saturday.

____ (initials) The dispatcher will invoice the carrier at the end of each week of dispatching service. The carrier will have the options of paying the dispatcher by Zelle or Venmo.

____ (initials) In the event of late payment, a penalty of 10% of the outstanding amount will be applied for each month the payment is overdue, beginning from the due date specified in the invoice.

____ (initials) In case of the carrier not paying his or her dues to the dispatcher on time, the carrier's account will be suspended. The current debt plus a \$150.00 fee needs to be paid to reopen the account.

____ (initials) The carrier agrees to not book loads outside of our services. Should the carrier do so the fee of 10% still applies to said booked load.

10. Confidentiality. Carrier understands, acknowledges and agrees that prior to, during and subsequent to the termination of this Agreement, Carrier may have access to and/or become aware of confidential information of

Massey Transport Dispatch, including, without limitation, information related to Massey Transport Dispatch's business practices, dealings, services, technical data, trade secrets, finances, customers, customer lists, customer leads, research, know-how, company files, computer databases and other information related to Massey Transport Dispatch and/or Massey Transport Dispatch's business ("Confidential Information"). Carrier understands, acknowledges and agrees that the Confidential Information referred to within this Section is proprietary in nature, contains privileged information, and constitutes a unique asset with significant commercial value to Massey Transport Dispatch and Massey Transport Dispatch's business. Accordingly, Carrier agrees to preserve the confidentiality of the Confidential Information, and to make every effort to ensure that the confidentiality of such information is not compromised by any act or omission of Carrier. Carrier specifically agrees that Carrier will not, at any time, before, during or after the term of this Agreement, use or divulge, disclose, or communicate to any person, firm, or corporation, in any manner whatsoever, any confidential information of any kind, nature or description of Massey Transport Dispatch. Should Carrier reveal or threaten to reveal any of Massey Transport Dispatch's Confidential Information, Carrier understands, acknowledges and agrees that Massey Transport Dispatch shall be entitled to an injunction restraining the Carrier from (i) disclosing any such information, (ii) rendering any services to any person or entity to whom said information has been or is threatened to be disclosed, and/or from (iii) any other activity or action in which any of Massey Transport Dispatch's Confidential Information may be used, whether said use is foreseeable or not. Massey Transport Dispatch's right to secure an injunction is not exclusive, and that Massey Transport Dispatch may pursue a claim for Liquidated Damages as provided in Section 13 of this Agreement. Furthermore, Carrier hereby waives any and all defenses to any action brought by Massey Transport Dispatch to enforce this confidentiality provision, and expressly consents to the entry of an injunction regardless of any claimed breach of this agreement by Massey Transport Dispatch, or any other defense, that may or could ever be asserted by Carrier.

11. Non-Disclosure. Carrier shall not communicate, use, divulge, or disclose to any other person, firm or entity any Confidential Information or any copy, reproduction or summary thereof, in any manner or at any time, regardless of whether the same occurs before, during or after the term of this Agreement, unless such communication, use, divulgement, or disclosure is either (i) expressly permitted by Massey Transport Dispatch, (ii) required in order for Carrier to perform its obligations to Massey Transport Dispatch, or (iii) required under provision

of applicable law. All Confidential Information is the sole property of Massey Transport Dispatch and/or Massey Transport Dispatch's successors and assigns.

12. Non-Solicitation. During the term of this Agreement, and for a period of twelve (12) months following the termination of this Agreement, Carrier agrees that it will not, directly or indirectly, whether individually or as a partner, shareholder, officer, director, contractor, independent representative, broker, agent, consultant or in any other capacity for any other individual, partnership, firm, corporation, company or other entity: (i) offer, seek to offer, or cause to be offered, employment or other professional relationship to any person who was employed or contracted by Massey Transport Dispatch as a Load Planner or in any other position or capacity during the six (6) month period prior to the termination of this Agreement, or (ii) attempt to interfere or compete with Massey Transport Dispatch's business or Massey Transport Dispatch's business accounts, consultants, clients, customers, leads or vendors. Carrier recognizes that the time, geographic, and scope limitations set forth in this Agreement are reasonable and properly required for the adequate protection of Massey Transport Dispatch's business. In the event any limitations stated in this Section are deemed to be unreasonable by a court of competent jurisdiction, then such provisions shall be reformed to the maximum time, geographic and/or scope limitations permitted by law. If Carrier fails to act in a manner consistent with this Section, Carrier understands, acknowledges and agrees that Massey Transport Dispatch shall be entitled to an injunction restraining the Carrier from engaging in any conduct or action which violates the terms of this Section. Carrier understands, acknowledges and agrees that Massey Transport Dispatch's right to secure an injunction is not exclusive, and that Massey Transport Dispatch may pursue a claim for Liquidated Damages as provided in Section 13 of this Agreement. Carrier hereby expressly waives any and all defenses to any action brought by Massey Transport Dispatch to enforce this Section, and expressly consents to the entry of an injunction regardless of any claimed breach of this agreement by Massey Transport Dispatch, or any other defense, that may or could ever be asserted by Carrier.

13. Liquidated Damages. In the event Carrier breaches Section 10 of this Agreement by revealing or threatening to reveal Confidential Information, or if Carrier breaches the non-solicitation provision of Section 12, Carrier understands, acknowledges and agrees that damages consequent to Carrier's breach are not damages which can be readily ascertained or susceptible to ascertainment by some known rule or pecuniary standard. For this reason, Carrier understands, acknowledges and agrees that Carrier shall be liable for liquidated damages in the amount of

Ten Thousand Dollars (\$ 10,000.00) for each breach by Carrier of Section 10 and/or Section 12, which the Carrier agrees is reasonable given the information and circumstances pertaining to the subject matter of Section 10 and/or Section 12.

14. Indemnification. Carrier shall indemnify and hold Massey Transport Dispatch harmless against any claim, demand, damage, debt, liability, account, reckoning, obligation, cost, expense, lien, action or cause of action (including the payment of attorneys' fees and costs, regardless of whether litigation is commenced) arising from Carrier's breach of this Agreement or arising from any injury to any person or property resulting in any way from any act, omission or negligence on the part of the Carrier. Carrier also agrees to indemnify and hold harmless Massey Transport Dispatch, as well as Massey Transport Dispatch's directors, officers, employees, affiliates, agents and attorneys against any claim, demand, damage, debt, liability, account, reckoning, obligation, cost, expense, lien, action or cause of action (including the payment of attorneys' fees and costs, regardless of whether litigation is commenced) incurred by any of them in connection with any relationship they may have with the Carrier and/or any of Carrier's prior or current employers, or agents.

15. Force Majeure. Except as otherwise provided within this Agreement, neither party shall be liable for its failure to perform under this Agreement, so long as such failure is due to an act or circumstance which is beyond the reasonable control, and not due to the fault or neglect of, of the party claiming the event of force majeure including, but not limited to, the following acts or circumstances: (i) act(s) of God, (ii) war or wars, (iii) government regulation by a governmental authority having jurisdiction (including, but not limited to, any law, rule, order, proclamation, regulation, ordinance, demand, or requirement of any governmental agency), (iv) act(s) or threatened act(s) of terror, including, but not limited to any acts by organized groups of terrorists or any acts of a public enemy (v) disaster(s) (including, but not limited to, hurricane, tornado, tropical storm, earthquake, or major storm), (vi) any pandemic, epidemic, pestilence, plague, or outbreak, or (vii) strike, lockout, or industrial disputes, (viii) civil disorder, riot, or disturbance of the peace, which are beyond the reasonable control and fault of the party claiming the force majeure event. In the event either party is rendered unable, wholly or in part, by reason of an event of force majeure to perform its respective obligations under this Agreement, then such party shall give the other party written notice and reasonably full particulars of such event as soon as practicable after the occurrence thereof. Upon receipt by the

other party of written notice concerning the foregoing, obligations of both parties shall be suspended to the extent and for the period of such force majeure condition and such cause shall be remedied with all reasonable dispatch.

16. Waiver. No waiver of any term or provision of this Agreement shall be effective unless in writing and signed by the party waiving compliance. Any such waiver shall be effective only in the specific instance and for the specific purpose stated in such writing and shall not be construed as a waiver of any other provision or subsequent breach. The failure by any party to enforce any provision contained in this Agreement shall not be construed as a waiver of such provision and shall not affect the validity of any part of this Agreement or the right of a party thereafter to enforce such provision.

17. Governing Law; Jurisdiction and Venue. The parties agree that all matters relating to the validity, interpretation, construction, performance, and enforcement of this Agreement shall be governed by the laws of the State of South Carolina, without regard to conflicts of law principles, except to the extent that mandatory laws, rules and regulations of the United States govern. Carrier agrees and expressly consents that personal jurisdiction and venue for any action arising from or related to this Agreement shall lie exclusively in the state courts within South Carolina's Judicial District, in and for Oconee County, South Carolina.

18. Attorneys' Fees and Costs. In the event a dispute arises as a result of Carrier's breach of this Agreement, Massey Transport Dispatch shall be entitled to recover costs and attorney's fees incurred by Massey Transport Dispatch in connection with enforcing its rights against the Carrier including all legal fees, costs and expenses incurred in recovering from Carrier under or with the respect to this Agreement, including, but not limited to, such reasonable fees and expenses of attorneys and accountants, which shall include, without limitation, all fees, costs and expenses of appeals, regardless of whether litigation is commenced. Massey Transport Dispatch shall be entitled to attorney's fees and costs incurred in any trial or appellate proceeding, or in any arbitration or administrative proceeding. Carrier specifically understands, acknowledges and agrees that this provision regarding the award of attorney's fees and costs may not be read bilaterally, i.e., the Carrier expressly waives any claim to assert a reciprocal right to attorneys' fees under any law, statute or other provision.

19. Entire Agreement. This Agreement embodies and constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter of this Agreement, and all prior and contemporaneous agreements, understandings, representations, and statements, oral and written, are superseded by the terms herein.

This Agreement is signed without reliance upon any oral, written, express or implied representations, commitments, statements, promises or other inducements of any kind or nature made by any person or by the parties hereto, other than as expressly provided in this Agreement.

20. Amendments. No change, modification or alteration of this Agreement shall be effective unless in writing and signed by the parties.

21. Unenforceability: Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or enforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. Construction. Each of the parties has participated in the negotiation and preparation of this Agreement and therefore waives any rule of law or judicial precedent that provides that contractual ambiguities are to be construed against the party who shall have drafted the contract in question.

23. Headings: Counterparts. The headings of the articles and sections of this Agreement are included for convenience only and shall not affect the construction or interpretation of its provisions. This Agreement may be executed in one or more counterparts each of which will be deemed to be an original, but all of which together will constitute the same instrument.

24. Notices. All notices, demands, requests, waivers, and other communications required or permitted under this Agreement shall be in writing and be deemed to be duly given on the date delivered by hand or by internationally recognized courier such as FedEx, or by other messenger (or, if delivery is refused upon presentment) or upon receipt by facsimile transmission (with confirmation), or upon delivery of registered or certified mail (return receipt requested), postage prepaid, to the parties at the following addresses:

If to Dispatcher: Massey Transport Dispatch:
735 N Townville St
Seneca, SC 29678
Telephone: 678-656-8386
Email: masstransdispatch@gmail.com

If to Carrier: _____

Telephone: _____

Email: _____

25. Binding Agreement. This Agreement shall inure to the benefit of and be binding upon the parties, as well as each parties' respective heirs, administrators, successors, permitted assigns and legal representatives.

26. Opportunity to Seek Counsel. Each party understands, acknowledges and agrees that it has had the opportunity to seek the advice of independent counsel in negotiating and executing this agreement.

Each party specifically acknowledges that it is not relying upon any agent, attorney, contractor, employee or other party affiliated with the other in relation to any facts, legal analysis or conclusion(s) of any items contained in this Agreement.

IN WITNESS WHEREOF, Massey Transport Dispatch and Carrier have executed this Dispatcher Agreement as of the date above written.

Massey Transport Dispatch ("Massey Transport Dispatch")

Signature: _____ Date: _____

Printed Name: **Raymond Brian Massey**

Title: **Owner**

CARRIER

Carrier Name:

Signature: _____ Date: _____

Printed Name:

Title:

STATE OF

COUNTY OF

Massey Transport Dispatch
735 N Townville St
Seneca, SC 29678
Telephone: 678-656-8386
Email: *masstransdispatch@gmail.com*

Limited Power of Attorney

This form, signed this _____ day of _____ in the year _____, allows Massey Transport Dispatch and agents to sign all documents pertaining to obtaining loads for my truck. This form is to remain in effect for these purposes ONLY until rescinded in writing by me.

Agreed upon by both parties:

Company Name: _____

_____ (signed, owner of the company)

_____ (printed, owner of the company)

_____ (signed, owner of Massey Transport Dispatch)

_____ R. Brian Massey (printed, owner of Massey Transport Dispatch)

Massey Transport Dispatch
735 N Townville St
Seneca, SC 29678
(678) 656-8386
Email: masstransdispatch@gmail.com

PAYMENT AUTHORIZATION FORM

We agree to have all charges from Massey Transport Dispatch paid via one of the following (choose one and complete):

_____ Venmo, paid weekly to @Toni-Massey-2

_____ Zelle, paid weekly to 864-247-4248

Charges not paid in a timely manner may result in discontinued services.

I agree that all information provided is accurate and complete. I, also, acknowledge that all orders may be immediately terminated at Massey Transport Dispatch's discretion. Disputes to amounts invoiced should be immediately reported to masstransdispatch@gmail.com. Change in status of this card can also be reported to masstransdispatch@gmail.com.

I wish to authorize the purchase of services from "Massey Transport Dispatch" using this Payment Authorization Form. I agree that I will pay for this purchase and indemnify the hold of "Massey Transport Dispatch" and its agents harmless against any liability pursuant to this authorization. This authorization is to remain in full force and effect until either terminated by Massey Transport Dispatch or written notice of cancellation from me, given in such time and manner as to allow the company a reasonable opportunity to act on it.

The undersigned is the duly authorized representative of the company listed above:

Print

Name: _____

Signature: _____

Date: _____

Massey Transport Dispatch
735 N Townville St
Seneca, SC 29678
864-247-1086

EQUIPMENT LIST – ONE PER TRUCK

Truck description:
Trailer deck length x width, and ramps description:
Trailer height from ground to top of deck:
Weight trailer can be loaded with:
Any special certifications (i.e. HAZMAT, TWIC, etc.):
Equipment description (i.e. tarps #, size, drop, chains, etc.):
Factoring company, address, phone number, contact, & login:
US Citizen: Yes <input type="radio"/> No <input type="radio"/> US Resident: Yes <input type="radio"/> No <input type="radio"/> Clean Background: Yes <input type="radio"/> No <input type="radio"/>
Driver info, if different from owner:
(copy of driver's license, email, phone)
Personal Protective Equipment (PPE): <u>At all times</u> , you must keep all PPE with you (long pants, steel toe shoes, safety glasses, hard hat, & safety vest). If we must come off of a load due to driver not having the proper PPE, it will result in a charge to driver equal to 10% of the total line haul for that load (i.e. dispatch fees still apply).
Please sign here to acknowledge that you agree to these terms:
Other: