

- 1) **Acceptance of Terms**; By dispatching, paying for, or continuing to use JK Towing's services, you accept and agree to follow and be bound by these Terms of Service. If you do not agree to these Terms, you shall cease using JK Towing's services immediately.
- 2) **Meaning**; The following words have these special meanings in these Terms of Service:
 - a) "we" "us" and "our" means JK Towing.
 - b) "Terms" means these Terms of Service.
 - c) "Property" means vehicles, trailers or cargo not owned by JK Towing.
- 3) **Eligibility**; You agree that by dispatching, paying for, or continuing to use JK Towing's services, you are at least 18 years of age and you are legally able to enter into a contract. If you are agreeing to these Terms on behalf of an entity or another person, you represent and warrant that you are authorized to accept and agree to these Terms on that entity's or person's behalf and bind them to these Terms; in which case, the references to "you" and "your" hereafter in these Terms, refer to that entity or person.
- 4) **Compensation for services**; In consideration for the use or dispatch of our services, you shall issue U.S. Dollar (\$) currency to us, in the amount due on our invoice. Said invoice amounts will be calculated in accordance with these terms, using the rates of our respective estimate; In the absence of said estimate, the rates used shall be those listed on the latest revision of our "*Scheduled & Non-emergency Services*" or "*Emergency Services*" rate sheets, as applicable. Said rate sheets are on display at our office.
- 5) **Port-to-Port Time & Mileage**; Quantities listed on our invoice or estimate, represent round trip time and mileage of services from dispatch at our shop, until return at our shop ready for dispatch. Quantities less than the minimum, will be listed at the minimum. Routes used will be determined as appropriate by JK Towing while obeying applicable posted height limits, weight limits, truck restrictions, truck routes, and truck detours.
- 6) **1 Hour Minimum**; Unless otherwise specified by these Terms, a one (1) hour minimum applies to each service dispatched.
- 7) **Gone on Arrival (GOA)**; When the need for the requested service does not present itself upon our arrival at the specified scene or pick-up location, we will promptly send you notification of the Gone on Arrival (GOA). Charges will be adjusted to represent the expenditure of said services in accordance with section 5 of these Terms.
- 8) **Change Orders**; We shall not be bound by any change orders received after a requested service has been dispatched; unless said change order is expressly accepted and agreed to by us. Cancellations do not constitute a change order.
- 9) **Cancelation of on time services**; We shall permit the cancelation of services by your request, as long as the cancelation request is received by us prior to our departure from the scene or pick-up location; we shall not be bound by cancelation requests received after said departure unless the request is expressly accepted and agreed to by us. In the event of said cancelation, charges will be adjusted to represent the expenditure of services in accordance with section 5 of these Terms.

- 10) Cancellation of services running behind schedule;** You shall be permitted to cancel respective services with all of our charges waived while:
- a) We are more than 15 minutes late without notifying you of the delays.
 - b) We are more than 60 minutes late with prior notification of the delays provided to you.

Waiver of said charges shall be conditioned upon us receiving notification of said cancellation from you prior to our arrival at the scene or pick-up location.

- 11) Cancellation by us;** We retain the right to cancel any dispatched or scheduled services. Upon doing so, we shall waive all of our charges for the respective service and promptly send notification of the cancellation to you.

- 12) Method of Transport;** JKT-005 (latest Rev.) governs our selection of the method of transport utilized. JKT-005 (latest Rev.) is available to you from our website and office.

- 13) Additional / Alternate Services;** Upon discovery of scene details which require the dispatch of additional services, or the use of alternate services with higher rates, we will send notification to you requesting your approval to proceed with said additional or alternate services. If we have not received said approval upon the expiration of fifteen (15) minutes after sending said notification, it will be understood that you have by default, canceled the originally requested service. Should said cancellation occur, charges will be adjusted to represent the expenditure of services in accordance with section 5 of these Terms. Emergency services shall not be subject to this term.

- 14) Withholding of Property;** We may retain possession of all respective property as collateral until the debts of our dispatch have been paid in full to us. Scheduled and non-emergency services provided to you under a non-delinquent pre-established credit agreement signed by an authorized agent of JK Towing, shall not be subject to said retention of collateral.

15) Storage;

- a) Property stored by us will be placed in an outdoor fenced and gated lot at our facility.
- b) Storage charges will begin on the calendar day that said property is placed at our facility. Said charges will accrue each calendar day until said property is removed from our facility. Any said property which individually accrues an excess of thirty (30) days of unpaid storage, will be disposed of along with any content within. You will be liable for all costs incurred by us while executing said disposal of property.
- c) Upon request by you, indoor storage of property may be available.
- d) Indoor storage shall revert to outdoor storage after five (5) days, unless prepaid.
- e) Property deemed by us to pose a risk to our building or any of its contents shall not be stored indoors (this includes electric and hybrid vehicles).

- 16) Advanced Charges;** In order to secure the release of property being held by a third party, the third party's charges may be advanced by us only when authorized by You. You assume full responsibility for reviewing and accepting said charges prior to authorizing us to advance said charges; additionally, you agree to reimburse us in the amount of one hundred ten percent (110%) of said charges advanced.

- 17) Disagreement of charges**; In the event of a disagreement regarding a payment transaction or charges owed, we will cooperate with you in resolving the matter. You must first attempt to resolve the disagreement pursuant with all of the following:
- a) You must provide written notice to us within sixty (60) days of payment date or original invoice date; whichever is earlier.
 - b) Said notice shall contain your requested adjustment of the charges, along with a detailed explanation supporting the requested adjustment.
 - c) Said notice must also contain at least one of the following: Our invoice number; Your PO or reference number furnished to us; the amount, date and last 4 digits of the card or check used for payment.
 - d) We shall have ten (10) business days from receipt of said notice to review the disagreement, correct our invoice of all charges found to be inaccurate or non-compliant with these Terms, and issue a refund when said invoice correction resulted in an overpayment.
- 18) Waiver of chargeback rights**; You accept and agree that any failure to comply with the provisions of section 17 of these Terms, shall constitute your waiver of all rights to file a dispute or chargeback with a credit or debit card issuing bank to resolve the respective disagreement.
- 19) Refunds**; Refunds will only be issued for the portion of a payment which is excess of the invoice amount as calculated in accordance with these terms.
- 20) Splitting of incident removal costs**; Should any person request that incident removal costs, in part or whole, be paid by other persons, it shall be the responsibility of the requester to settle an agreement with said other persons, establishing the portions of incident removal costs that each person agrees to pay. Each person involved in said agreement must furnish us with a declaration of the amount that they accept and agree to pay; form and details of said declaration will be subject to our approval.
- 21) Asserted Claims**; In the event that any loss or damage or injury claim is asserted against us, said claim shall be addressed separately and shall not constitute a waiver of any rights or obligations of any party hereto these Terms; including obligation to issue compensation in accordance with section 4 of these terms.
- 22) Late Fee**; In the event that our invoice is not paid in full by the due date on said invoice, the unpaid amounts of said invoice shall accrue interest at a rate of 1.0% per month from the original date of invoice.
- 23) Partial Payments**; No acceptance of partial payments shall constitute a waiver of any rights to collect the full balance owed under our invoice.
- 24) Costs of collection**; In the event that our invoice is more than thirty (30) days past due, you agree to pay all of our costs of collection, including but not limited to, reasonable attorney's fees, court costs, filing fees, sheriff and/or constable fees, and other litigation fees such as deposition and transcript fees.

- 25) Emergency Services, Dispatch of;** Emergency services offered by us will be dispatched by default for any dispatch requests made by a 911 dispatch center, or the Pennsylvania State Police. As well as for any person or company requesting that our emergency services be dispatched. Additionally, a (4) four hour minimum applies to each emergency service and each additional emergency personnel utilized per incident scene callout (not per individual property removed).
- 26) Emergency Services, Cancellation of;** We will not fulfill any requests to cancel emergency services that were dispatched by a 911 dispatch center or the Pennsylvania State Police; unless said cancellation request is from said respective agency.
- 27) Emergency Services, Transport from scene;** Except when taken into custody by law enforcement, all property removed from an incident scene by our emergency services will be transported to and stored at our facility.
- 28) Requests to pay an unprepared invoice;** Should an individual request to pay our invoice before such invoice has been drafted, storage costs accrued on account of invoice drafting shall be waived when the individual who made the request, pays such invoice in full by end of the following business day from when the individual was notified of the invoice being available for payment.
- 29) Enforcement;** The failure of any party hereto, to insist on strict compliance with these Terms will not be a waiver of said party's right to demand strict compliance in the future.
- 30) Priority;** These Terms are in addition to, and do not nullify any other agreement signed by a corporate officer of JK Towing. Additionally, these Terms supersede any previous oral or written communications with respect to the subject matter hereof and apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade or practice. JK Towing hereby rejects any additional or conflicting terms appearing in any purchase order or other ordering or dispatching materials submitted by you and conditions assent solely based on these Terms as offered by JK Towing. If these Terms expire or are terminated for any reason, any and all obligations and waivers accrued under these terms shall survive. Any ambiguities in these Terms shall not be construed against JK Towing.
- 31) Severability;** If any part of these Terms is held by a court of competent jurisdiction to be illegal, unenforceable, or otherwise invalid, the remaining portions of these terms shall be considered severable and will remain in full force and effect as if these Terms did not contain the particular part held to be illegal or invalid.
- 32) Revision of Terms;** We reserve the right to amend, revise, or otherwise change any of these terms. Said updated Terms will be displayed at our office and website beginning not less than ten (10) days prior to the effective date of February 1st each year. You are hereby responsible for visiting our website or contacting our office to review said updated Terms of service. Dispatching, paying for, or continuing to use our services after the effective date of any changes to these terms constitutes your consent to those changes. If you do not agree to the new Terms, you shall cease using our services immediately.