

# **Privacy Policy and Terms of Service**

**Last Updated Date: 03-21-2025**

This Privacy Policy and Terms of Service governs the way Porter Billing Services, LLC an Alabama limited liability company doing business as Porter Freight Funding or Pay4Freight or its parent Porter Capital Corporation, an Alabama corporation doing business as Porter Capital (collectively either the first personal pronoun or the "Porter Group") collects, uses, maintains and discloses information collected from users (each, either the second personal pronoun or a "User") of our services or this website ("Site"), and manages this Site and our service. This privacy policy and terms of service applies to the Site and all products and services offered by the Porter Group. It also describes the choices available to you regarding our use of your personal information and how you can access and update this information.

## **Personal identification information**

We may collect personal identification information from Users in a variety of ways, including, but not limited to, when Users visit our Site, register on the Site, respond to a survey, fill out a form, and in connection with other activities, services, features or resources we make available to you either on our Site or through other communications with you. Users may be asked for, as appropriate, name, email address, phone number, etc. Users may, however, visit our Site anonymously. We will collect personal identification information from Users only if they voluntarily submit such information to us. Users can always refuse to supply personal information, except that it may prevent them from engaging in certain Site related activities.

## **Cookies**

The Porter Group and our analytics or service providers use cookies or similar tracking technologies. These technologies are used in analyzing trends, administering the Site, tracking Users' movements around the Site and to gather demographic information about our user base as a whole. We may receive reports based on the use of these technologies by these companies on an individual as well as aggregated basis.

We use cookies to remember Users' settings (e.g. language preference) and testing. Users can control the use of cookies at the individual browser level. If you reject cookies, you may still use our Site, but your ability to use some features or areas of our Site may be limited.

## **Log Files**

As is true of most web sites, we gather certain information automatically and store it in log files. This information may include internet protocol (IP) addresses, browser type, internet service provider (ISP), referring/exit pages, operating system, date/time stamp,

and/or clickstream data. We may combine this automatically collected log information with other information we collect about you. We do this for purposes of analytics and to improve site functionality.

## **Widgets**

Our Web site includes Social Media Features. These features may collect your IP address, which page you are visiting on our site, and may set a cookie to enable the feature to function properly. Social Media Features and widgets are either hosted by a third party or hosted directly on our Site. Your interactions with these features are governed by the privacy policy of the company providing it.

## **Mobile Messaging**

We operates a mobile messaging program (the “SMS Program”) subject to this Privacy Policy and Terms of Service. By enrolling, signing up, or otherwise agreeing to participate in the SMS Program, you accept and agree to this Privacy Policy and Terms of Service.

*SMS Program Description:* We may send promotional and transactional mobile messages in various formats through the SMS Program. Promotional messages advertise and promote our products and services and may include promotions, specials, marketing offers, and other reminders. Transactional messages relate to an existing or ongoing transaction and may include order notifications and updates, appointment reminders, and other transaction-related information. Mobile messages may be sent using an automated technology, including an autodialer, automated system, or automatic telephone dialing system. Message frequency will vary but will not exceed eight (8) messages per week. You agree that we and any third-party service providers may send you messages regarding the foregoing topics or any topic and that such messages and/or calls may be made or placed using different telephone numbers or short codes, except in connection with marketing purposes. We do not charge for mobile messages sent through the SMS Program but you are responsible for any message and data rates imposed by your mobile provider, as standard data and message rates may apply for short message service and multimedia message alerts.

*User Opt-In:* By providing your mobile phone number to us, you are voluntarily opting in to the SMS Program and you agree to receive recurring mobile messages from us at the mobile phone number associated with your opt-in, even if such number is registered on any state or federal “Do Not Call” list. You agree that any mobile phone number you provide to us is a valid mobile phone number of which you are the owner or authorized user. If you change your mobile phone number or are no longer the owner or authorized user of the mobile phone number, you agree to promptly notify us at [Support@PorterBilling.com](mailto:Support@PorterBilling.com). Your participation in the SMS Program does not require that you make any purchase from us and your participation in the SMS Program is completely voluntary.

*User Opt-Out and Support:* You may opt-out of the SMS Program at any time. If you wish to opt-out of the Program and stop receiving mobile messages from us, or you no longer agree to these terms, reply **STOP** to the mobile number the message is sent from. You may continue to receive text messages for a short period while we process your request and you may receive a one-time opt-out confirmation message. You understand and agree that the foregoing is the only reasonable method of opting out. If you want to join the Program again, just sign up as you did the first time, and we will start sending messages to you again. For support, reply **HELP** to any mobile message from us.

Our mobile messaging platform may not recognize requests that modify the foregoing commands, and you agree that we and our service providers will not be liable for failing to honor requests that do not comply with the requirements in these terms. We may also change the telephone number or short code we use to operate the SMS Program and we will notify you of any such change. You acknowledge that any requests sent to a telephone number or short code that has been changed may not be received by us and we will not be responsible for failing to honor a request sent to a telephone number or short code that has been changed. We will however receive requests sent to [Support@PorterBilling.com](mailto:Support@PorterBilling.com).

*Disclaimer of Warranty and Liability:* The SMS Program is offered on an “as-is” basis and may not be available in all areas, at all times, or on all mobile providers. You agree that neither we nor our service providers will be liable for any failed, delayed, or misdirected delivery of any mobile message or information sent through the Program.

*Modifications:* We may modify or cancel the SMS Program or any of its features at any time, with or without notice. To the extent permitted by applicable law, we may also modify these terms at any time. Any such modification will take effect when it is posted to our website. You agree to review these Privacy Policy and Terms of Service periodically to ensure that you are aware of any modifications. Your continued participation in the SMS Program will constitute your acceptance of those modifications

### **How we use collected information**

The Porter Group may collect and use User’s personal information for the following purposes:

- To improve customer service;
- To enable us to contact you;
- To enable us to offer to you products of ours which we believe are of interest to you;
- To help us respond to your customer service requests and support needs more efficiently;
- To personalize user experience;

- To, in the aggregate, understand how our Users as a group use the services and resources provided on our Site;
- To improve our Site and services;
- To improve and create new products and services;
- To run a promotion, contest, survey or other Site feature;
- To send Users information they agreed to receive about topics we think will be of interest to them; and
- To send periodic emails, texts, and other mobile messages.

When you give us either your email address or your phone number, you also give us permission to send you email, text, and other mobile messages either in response to your inquiries, questions, and requests, or in connection with our periodic mailing campaigns. If you decide to not opt-out of our mailing list, you may also receive emails, texts, and other mobile messages that include company news, updates, related product or service information, etc. To assist you in unsubscribing from receiving future emails, texts, or other mobile messages we will include detailed unsubscribe instructions at the bottom of each solicitation or advertising email, text, or other mobile message, or by contacting us at [Support@PorterBilling.com](mailto:Support@PorterBilling.com).

### **Updating/Correcting Personal Information**

Upon request we will provide you with information about whether we hold any of your personal information. If your personal information changes, or if you no longer desire our service, you may access, update, or delete it by contacting us at [Support@PorterBilling.com](mailto:Support@PorterBilling.com). We will respond to your request within a reasonable timeframe.

If we partner with a third party to display advertising on our Site (or to manage our advertising on other sites), our third party partner may use cookies or similar technologies in order to provide you advertising based upon your browsing activities and interests. If you wish to opt out of interest-based advertising either contact our third party partner direct or us at [Support@PorterBilling.com](mailto:Support@PorterBilling.com). Please note you will continue to receive generic ads.

### **Data Retention**

We will retain your information for as long as your account is active or as needed to provide you services. If you wish to cancel your account or request that we no longer use your information to provide you services, contact us at [Support@PorterBilling.com](mailto:Support@PorterBilling.com). We will retain and use your information to the extent necessary and permissible under applicable law to comply with our legal obligations, resolve disputes, and enforce our agreements.

### **How we protect your information**

We adopt appropriate data collection, storage and processing practices and security measures to protect against unauthorized access, alteration, disclosure or destruction of your personal information, username, password, transaction information and data stored on our Site.

Sensitive and private data exchange between the Site and its Users happens over a SSL secured communication channel and is encrypted and protected with digital signatures. No method of transmission over the internet, or method of electronic storage, is 100% secure, however. Therefore, we cannot guarantee its absolute security. If you have any questions about the security of your personal information, you can contact us at [Support@PorterBilling.com](mailto:Support@PorterBilling.com).

### **Sharing your personal information**

We do not sell, trade, or rent Users personal identification information to others not associated with us, unless you authorize us to do so. Notwithstanding the foregoing, we may share aggregated information regarding visitors and Users with our business partners, trusted affiliates and advertisers for the purposes outlined herein. We may use third party service providers to help us operate our business and the Site or administer activities on our behalf, such as sending out newsletters or surveys. We may share your information with these third parties for those limited purposes.

We may also disclose your personal information as required by law such as to comply with a subpoena, or similar legal process when we believe in good faith that disclosure is necessary to protect our rights, protect your safety or the safety of others, investigate fraud, or respond to a government request. If the Porter Group is involved in a merger, acquisition, or sale of all or a portion of its assets, you will be notified via email and/or a prominent notice on our Site of any change in ownership or uses of your personal information, as well as any choices you may have regarding your personal information.

### **Third party websites**

Users may find advertising or other content on our Site that link to the sites and services of our partners, suppliers, advertisers, sponsors, licensors and other third parties. We do not control the content or links that appear on these sites and are not responsible for the practices employed by websites linked to or from our Site. In addition, these sites or services, including their content and links, may be constantly changing. These sites and services may have their own privacy policies and customer service policies. Browsing and interaction on any other website, including websites which have a link to our Site, is subject to that website's own terms and policies.

### **Testimonials**

We display personal testimonials of satisfied customers on our Site in addition to other endorsements. With your consent we may post your testimonial along with your name.

If you wish to update or delete your testimonial, you can contact us at [Support@PorterBilling.com](mailto:Support@PorterBilling.com).

### **Collection and Use of 3rd Party Personal Information**

You may provide personal information about other people, such as their name, email address, phone number and job title. When you provide us with personal information about your contacts, we will only use this information for the specific reason for which it is provided. If you believe that one of your contacts has provided us with your personal information and you would like to request that it be removed from our database, please contact us at [Support@PorterBilling.com](mailto:Support@PorterBilling.com).

### **Copyright Restrictions/Use of Content**

The materials hosted on the Site are protected by copyrights, trademarks, trade secrets, and other proprietary rights. You are authorized to use the content on the Site for internal business purposes only. You may not copy, modify, create derivative works of, publicly display or perform, republish, store, transmit, or distribute any of the material on this site without the prior written consent of the Porter Group, except as follows: You may store copies of such materials temporarily in RAM and may store files that are automatically cached by your web browser for display enhancement purposes, and you may print a reasonable number of pages of the Site for internal business purposes, provided in each case that you do not alter or remove any copyright or other proprietary notices included in such materials. Neither title nor intellectual property rights to any information or material in this site are transferred to you, but remain with the Porter Group or the applicable owner of such content.

### **Use of Site; Uploading Information**

You agree to use the Site only for lawful purposes. Unless specifically stated otherwise, all information and material in this Site are made available only for the purpose of providing information. You agree to comply with any guidelines or rules that may be posted from time to time

Specifically you agree not to do or attempt to do any of the following: (i) upload to or transmit on the Site any defamatory, indecent, obscene, harassing, excessively violent or otherwise objectionable material, or any material that is, or may be, protected by copyright, without permission from the copyright owner; (ii) use the Site to violate the legal rights (including the rights of publicity and privacy) of others; (iii) intercept or attempt to intercept electronic messages not intended for you; (iv) misrepresent an affiliation with any person or organization; (v) restrict, inhibit, interfere with or disrupt other Users' ability to use the Site; (vi) upload or otherwise transmit files that contain a virus or otherwise corrupted data; (vii) gain unauthorized access to any Site systems, software, source code, technology, information or data; or (viii) download a file or software or include in a message any software, files, or links that you know, or have reason to believe, cannot be distributed legally over the Site or that you have a contractual obligation to keep confidential (notwithstanding its availability on the Site).

Any content and/or opinions uploaded, expressed, or submitted to any publicly available section of the Site, and all articles and responses to questions, other than such content provided by the Porter Group, are solely the opinions and responsibility of the person or entity submitting them and do not necessarily reflect the opinions of the Porter Group. You understand and acknowledge that you are responsible for whatever content you submit, and you, not the Porter Group, have full responsibility for such content, including its legality, reliability, and appropriateness. By uploading or otherwise transmitting material to any area of the Site, you warrant that the material is your own, is in the public domain, or otherwise free of proprietary or other restrictions and that you have the right to use it, including by posting it to the Site. You grant to the Porter Group the right to use all such content you upload or otherwise transmit to the Site in any manner we choose, including but not limited to copying, displaying, or performing, or publishing it in any format whatsoever, and modifying it, incorporating it into other material, or making a derivative work based on it.

We reserve the right, but do not assume any responsibility, to remove from the Site any material posted by you on the Site that we, in our sole discretion, deem inconsistent with the foregoing commitments, including any material we have been notified, or have reason to believe, constitutes a copyright infringement. However, we can neither review all material prior to transmission on the Site nor ensure prompt action with respect to objectionable material after it is transmitted on the Site. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or other content that is provided by third parties.

Your failure to comply with the above provisions may result in the termination of your right or ability to access the Site and may expose you to civil and/or criminal liability.

### **Content**

The information placed on the Site by us has been obtained from sources believed to be reliable, but its accuracy and completeness are not guaranteed. We reserves the right at any time and without notice to change, amend, or cease making any such information available. It has been prepared solely for informative purposes. We may also make improvements and/or changes in the products and/or the programs described in this information at any time without notice.

Some content on this Site may be provided by independent third parties and are not guaranteed to be accurate, complete, or timely. Neither we nor these independent third-party providers shall have any liability, contingent or otherwise, for the accuracy, completeness, timeliness, or correct sequencing of the information, or for any decision made or action taken by you in reliance upon the information. Links provided are shown for your convenience only. Linked sites are independent and are not owned or operated by us. We do not endorse any linked sites, nor do we guarantee the timeliness, accuracy, completeness, or adequacy of any information posted on the linked sites. We do not necessarily agree with any opinion, outlook, or forecast stated on any linked site. We reserves the right to terminate, modify, or change the links at any time without notice.

## **No Recommendation**

The Site is provided for informational purposes only. We do not represent, warrant, endorse, or guarantee any advertised products or services, and the identification or listing of products, services, links, or other information on the Site or any linked site does not constitute or imply any sponsorship, affiliation, or recommendation by us. You assume all responsibility and risk associated with the use of the Site, our services and the internet generally.

## **Disclaimer and Limitation of Liability**

THE SITE AND INFORMATION PROVIDED ON THE SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. NEITHER THE PORTER GROUP NOR ANY PERSON ASSOCIATED WITH THE PORTER GROUP MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE QUALITY, ACCURACY, OR AVAILABILITY OF THE SITE. SPECIFICALLY, BUT WITHOUT LIMITING THE FOREGOING, NEITHER THE PORTER GROUP NOR ANYONE ASSOCIATED WITH THE PORTER GROUP WARRANTS OR REPRESENTS THAT THE SITE OR THE INFORMATION PROVIDED ON THE SITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED; THAT DEFECTS WILL BE CORRECTED; THAT THE SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR THAT THE SITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. THE PORTER GROUP DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. IN NO EVENT WILL THE PORTER GROUP OR ITS AFFILIATES OR CONTRACTORS BE LIABLE FOR ANY DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF, OR INABILITY TO USE, THE SITE OR ANY LINKED SITE, INCLUDING ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR DAMAGES RESULTING FROM DELAY, INTERRUPTION IN SERVICE, VIRUSES, DELETION OF FILES OR ELECTRONIC COMMUNICATIONS, OR ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SITE OR THE CONTENT TRANSMITTED ON THE SITE OR ANY LINKED SITE, WHETHER OR NOT THERE IS NEGLIGENCE BY THE PORTER GROUP AND WHETHER OR NOT THE PORTER GROUP HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS IN THIS PARAGRAPH MAY NOT APPLY TO YOU.

## **Indemnification**

You agree to indemnify and hold harmless the Porter Group, its affiliates, agents, third-party information providers, merchants, licensors, and others involved in the delivery of the Site or the delivery of products, services, or information over the Site, and their respective officers, employees, and directors, from and against any and all liabilities, expenses, damages, and costs, including reasonable attorney's fees, resulting from any

violation by you of this Privacy Policy and Terms of Service or otherwise arising out of your use of the Site.

### **Comments and Submissions**

The Porter Group welcomes your comments. All comments, suggestions, or other information sent by you to this Site (other than postings to publicly available portions of this site, such as message boards or chat rooms) for internal use by the Porter Group, its advertisers, or its business partners or in response to solicitations on this Site, will become our property; you agree that all intellectual property rights therein are transferred to the Porter Group.

### **Compliance**

This Site is operated from a site in the State of Alabama, USA. We make no representation that materials in this site are appropriate or available for use in other locations. If you access this site from other locations, you are responsible for complying with local laws.

### **Contact**

Please contact us at [Support@PorterBilling.com](mailto:Support@PorterBilling.com) if you become aware of any content that you believe to be in violation of this Privacy Policy and Terms of Services, including, without limitation, claims that any content on the Site infringes the copyright of a third party.

### **Miscellaneous**

This Privacy Policy and Terms of Services shall be governed in all respects by and construed in accordance with the laws of the State of Alabama, USA, without regard to its conflicts of law principles. This Privacy Policy and Terms of Services, as they may be amended from time to time, completely and exclusively state the agreement between you and us with respect to the Site, and no other terms that may have been communicated to you orally or in any other manner shall have any force or effect. Any cause of action you may have with respect to the Site must be commenced within one (1) year after the claim or cause of action arises, or such claim or cause of action is barred. Exclusive jurisdiction over any cause of action arising out of this Privacy Policy and Terms of Services or your use of the Site shall be in the state or federal courts located in the Northern District of Alabama. You agree to submit to the jurisdiction of such courts.

If any part of this Privacy Policy and Terms of Services is unenforceable, the unenforceable part shall be construed to reflect, as nearly as possible, the original intentions of the parties. The other provisions of this Privacy Policy and Terms of Services shall remain in full force and effect.

Our failure to insist upon or enforce strict performance of any provision of this Privacy Policy and Terms of Services shall not constitute a waiver of the provision. Neither a course of dealing or conduct between you and the Porter Group or any trade practices shall be deemed to modify this Privacy Policy and Terms of Services.

### **Governing Language**

This Privacy Policy and Terms of Service is entered into in the English language. Any translation prepared for any reason shall be a non-binding accommodation of no legal effect, and the English version of this Privacy Policy and Terms of Service shall govern. All communications with respect to this Privacy Policy and Terms of Service shall be in the English language. Without limiting the generality of this provision, User acknowledges that: (i) it shall not assert any claim based upon any translation or any discrepancy or purported discrepancy between such translation and this English-language version of this Privacy Policy and Terms of Service; and (ii) any such translation shall not be used to interpret this Privacy Policy and Terms of Service. The English language version of this document is available here:

<https://www.porterfreightfunding.com/wp-content/uploads/2022/06/Privacy-Policy-Porter-Freight-Funding.pdf>

### **Changes to this Privacy Policy and Terms of Services**

The Porter Group has the discretion to update this Privacy Policy and Terms of Service at any time. If we make any change in how we use your personal information we will notify you by email (sent to the e-mail address specified in your account) or by means of a notice on this Site prior to the change becoming effective. We encourage you to periodically review this page for the latest information on our privacy practices.

### **Your acceptance of these terms**

By using this Site or our services, you signify your acceptance of this privacy policy and terms of service. If you do not agree to this privacy policy and terms of service, please do not use our Site or accept our services. Your continued use of the Site or our services following the posting of changes to this privacy policy and terms of service will be deemed your acceptance of those changes.

### **Contacting us**

If you have any questions about this Privacy Policy and Terms of Service, the practices of this Site, or your dealings with this Site, please contact us at:

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