

Privacy Policy and Terms of Service

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This Privacy Policy and Terms of Service governs the way Porter Capital Corporation, an Alabama corporation doing business as Porter Capital or its subsidiary Porter Billing Services, LLC an Alabama limited liability company doing business as Porter Freight Funding or Pay4Freight (collectively either the first personal pronoun or the "Porter Group") collects, uses, maintains and discloses information collected from users (each, a "User") of 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 on our Site. 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 to for purposes of analytics and to improve site functionality.

Widgets

Our Web site includes Social Media Features, such as showing a Twitter feed. 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.

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.

When you give us either your email address or your phone number, you also give us permission to send you email and text 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 or texts that include company news, updates, related product or service information, etc. To assist you in unsubscribing from receiving future emails or texts we will include detailed unsubscribe instructions at the bottom of each solicitation or advertising email or text.

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 info@portercap.net. 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 info@portercap.net. 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 info@portercap.net. 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 info@portercap.net.

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 Web 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 info@portercap.net.

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 info@portercap.net.

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).

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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

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No Recommendation

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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 info@portercap.net 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://portercap.com/wp-content/uploads/2024/06/privacy.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, 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. Your continued use of the Site 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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