ARMSTRONG TRANSPORT · AGREEMENT v1.0

Transporter Agreement

The legal foundation of the relationship between Armstrong and every approved transporter. Articles 1 through 11.

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Preamble

This Transporter Agreement ("Agreement") is entered into between **Armstrong K9 Registry** ("Armstrong," "the Platform," "we," "us") and the individual or entity identified in the signing record below ("Transporter," "you"). By signing this Agreement and applying as a transporter, you accept every term that follows.

This Agreement governs the relationship between you and Armstrong. The transport contract for any specific trip is **directly between you and the buyer** — Armstrong is not a party to it.

Article 1 — Relationship

You are an **independent contractor**. You are not an employee, agent, partner, or representative of Armstrong. You are free to:

• List yourself on other transport platforms.

• Accept private referrals outside Armstrong.

• Set your own rates, routes, schedule, and crate standards.

• Choose which Armstrong bid requests you respond to.

Armstrong is a **listing service and payment venue** only. We introduce parties and hold escrow for platform-originated trips. We do **not** drive the truck, handle the animals, sign your transport contracts, or adjudicate disputes between you and a buyer. Dispute outcomes are determined mechanically by the published cancellation tiers in Article 5, by either party's own actions inside the booking record, or by a written mutual-consent agreement between you and the buyer. Armstrong administers the timer and the payment rails — never the merits.

Article 2 — Continuous eligibility

You must maintain at all times during this Agreement:

a. A valid **USDA commercial license** (or jurisdictional equivalent if you operate outside the United States).

b. **Commercial transport insurance** with a minimum **$300,000 liability rider** that covers live-animal transport.

c. An active **Stripe Connect Express account** with payouts enabled.

d. A truthful, current profile (rig photos, service area, contact info).

Lapse in any of (a)-(c) auto-suspends your listing visibility until cured. Repeated or extended lapses are grounds for termination under Article 10.

Article 3 — Platform fee

The platform fee is **10% of the booked quote**, baked into your quote so the buyer sees one clean number. The fee is deducted automatically from escrow at the time of release.

There is **no subscription fee**. There is **no listing fee**. We earn only when you earn.

Article 4 — Escrow

All payments for platform-originated trips flow through **Stripe Connect destination charges** with platform-held escrow. Funds release to your Stripe Connect account on the earlier of:

• The buyer tapping "Confirm received" inside the booking record, or

• The auto-release deadline (default 48 hours after you mark "Delivered"), subject to delay-flag pauses under Article 6 and active disputes under Article 7.

Auto-release is paused indefinitely while a dispute is open.

Article 5 — Cancellation tiers

The following tiers apply to every platform-originated booking:

| Cancellation timing | Outcome |

|---|---|

| **Buyer cancels more than 72 hours before pickup** | Full refund to buyer; no kill fee. |

| **Buyer cancels 24-72 hours before pickup** | 25% of the quote retained as kill fee, paid to you from escrow. |

| **Buyer cancels less than 24 hours before pickup** | 50% of the quote retained as kill fee, paid to you. |

| **Buyer no-shows at pickup** | 100% of the quote retained, plus documented out-of-pocket fuel paid to you. |

| **You cancel with 12+ hours notice and we successfully rebook** | No penalty. Buyer fully refunded. Platform fee waived for that trip. |

| **You cancel with less than 12 hours notice, or we cannot rebook** | Full refund to buyer. Transporter strike issued. **Three strikes within a rolling 90-day window results in 30-day suspension.** |

Article 6 — Delay protections

You may flag any active trip with a delay reason from the booking record. Each active flag pauses the escrow auto-release clock and extends it by **24 hours per flag** (96 hours total for the "buyer unreachable" flag). Recognized delay flags:

• Weather or road closure

• Buyer unreachable at delivery

• Buyer-requested reschedule (must be accepted by buyer in-app)

• Mechanical breakdown

Frivolous or false flagging is grounds for strike (see Article 5) and the buyer may invoke the dispute panel for resolution under Article 7.

Article 7 — Disputes

Either party may open a dispute from the booking record. Filing a dispute **freezes escrow** until resolution.

Armstrong K9 Registry does not adjudicate the merits of any dispute. The platform is a venue: it surfaces a resolution panel to both parties, administers the payment rails, and runs the timer. Resolution falls into one of three mechanical outcomes — never a human at Armstrong picking a side:

• **Mutual written agreement (recommended).** Either party proposes an outcome (full release to the transporter, full refund to the buyer, or any partial split from 1%–99%). The counterparty clicks "Agree." The platform mechanically executes whatever you agreed to.

• **Article 5 cancellation tier.** If the buyer simply cancels rather than dispute, the published tier applies automatically based on hours-until-pickup.

• **30-day default refund.** If 30 calendar days pass with no mutual agreement and the booking has not otherwise resolved, the platform mechanically refunds the buyer in full and closes the dispute. The clock decides — no human picks a side.

Stripe chargebacks remain available to either party as a parallel recourse outside the platform; the platform cannot override a Stripe chargeback determination. Either party also retains the right to pursue private legal remedies outside the platform.

Disputes opened more than **24 hours after auto-release** are not eligible for in-app resolution; the only remaining recourse is a Stripe chargeback or private legal action.

Article 8 — Communication

Once a booking is paid, both parties exchange contact information and may communicate by any channel — in-app, phone, email, text, video. Armstrong does not police or mediate off-platform communication.

The single rule we enforce: keep payment for platform-originated trips inside the platform escrow. Soliciting a buyer to cancel an Armstrong booking and pay you off-platform is grounds for **immediate termination** and forfeiture of any pending escrow on other active trips.

Article 9 — Indemnification

You agree to indemnify, defend, and hold harmless Armstrong K9 Registry, its officers, employees, and agents from any claim, loss, liability, damage, judgment, or expense (including reasonable attorneys' fees) arising from or relating to:

• The actual transport, handling, or care of any animal under your control.

• Vehicle accidents, animal injury, animal escape, or property damage.

• Your violation of any federal, state, or local regulation (including USDA, DOT, and state transport laws).

• Any breach of your transport contract with a buyer.

• Any misrepresentation of your eligibility, license, or insurance status.

• Unpleasant reviews by users.

Your commercial transport insurance is the **responding policy** for any liability arising from a trip. Armstrong does not carry insurance for your transport activities.

Article 10 — Termination

Either party may terminate this Agreement with **7 days written notice** delivered through the platform's messaging system. Active escrowed bookings are honored through completion regardless of notice given.

Armstrong may **immediately terminate** without notice for:

• License or insurance lapse not cured within 7 days.

• Three or more cancellation strikes within 90 days.

• Solicitation of a buyer to pay off-platform.

• Fraud, misrepresentation, or animal-welfare violations.

• Buyer-safety concerns supported by reasonable evidence.

On termination, your listing is hidden, no new requests route to you, and your Stripe Connect destination charge access is revoked.

Article 11 — Reviews

Buyers may submit reviews of you **only on completed bookings** within 14 days of escrow release. Reviews are visible on your public profile.

You may request takedown of a review by emailing the platform with evidence that the review contains a **demonstrably false statement of fact** (not "unflattering opinion"), a Terms-of-Service violation (PII, harassment, off-topic), or content fabricated by a non-customer. Reviews are removed only when one of those mechanical criteria is met on its face — Armstrong does not weigh "your side vs theirs" or mediate the dispute behind the review.

Armstrong does not edit reviews for tone, length, or politeness. We do not remove reviews because you disagree with them.

Acceptance

By signing electronically (or by clicking "I accept" in the application form), you confirm that:

You have read this Agreement in full.

You have authority to bind yourself or the entity you represent.

You meet all eligibility requirements in Article 2.

You understand Armstrong is not an insurer and is not a party to any specific transport contract you enter into with a buyer.

This Agreement is governed by the laws of the State of California, United States, without regard to its conflict-of-laws provisions. Any disputes between you and Armstrong arising from this Agreement (not from a specific transport trip) will be resolved in the state or federal courts located in Shasta County, California.

This document is the operative agreement. Future versions will be communicated by email at least 30 days before taking effect; continued use of the platform after the effective date constitutes acceptance of the revised terms.

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