



Terms of Use

Effective Date: March 9, 2026

Welcome to **Blacktop Brokerage LLC** (“Company,” “we,” “us,” or “our”). By accessing or using our website, services, or content (collectively, the “Services”), you (“User,” “you,” or “your”) agree to be bound by these Terms of Use (“Terms”), our Privacy Policy, and all applicable laws and regulations. If you do not agree, do not access or use our Services.

1. Use of Services

1.1 Eligibility. You must be at least 18 years old or of legal age in your jurisdiction to use the Services. By using our Services, you represent and warrant that you meet these eligibility requirements.

1.2 Authorized Use. You may use the Services solely for lawful purposes. You agree not to:

- Violate any applicable federal, state, or local law;
- Interfere with or disrupt the Services or servers;
- Attempt to gain unauthorized access to any portion of the Services;
- Use the Services for commercial purposes without prior written consent.

2. Account Registration

2.1 Account Creation. Certain features may require you to register for an account. You agree to provide accurate, current, and complete information.

2.2 Security. You are responsible for maintaining the confidentiality of your account credentials and for all activity under your account. You must notify us immediately of any unauthorized use.

3. Intellectual Property

3.1 Ownership. All content on the Services, including text, graphics, logos, images, videos, and software, is the property of Blacktop Brokerage or its licensors and is protected by copyright, trademark, and other intellectual property laws.

3.2 Limited License. You are granted a limited, non-exclusive, non-transferable license to access and use the Services for personal, non-commercial purposes. No other rights are granted without express written permission.



3.3 Prohibited Use. You may not reproduce, distribute, modify, create derivative works, publicly display, or otherwise exploit the Services for commercial purposes without our express prior written consent.

4. Third-Party Content

The Services may contain links or references to third-party websites or services. We do not control or endorse such content and are not responsible for their availability, accuracy, or legality. Your use of third-party content is at your own risk.

5. Disclaimer of Warranties

THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE,” WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

6. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL BLACKTOP BROKERAGE, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA, OR USE, ARISING OUT OF OR RELATING TO YOUR USE OR INABILITY TO USE THE SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. Indemnification

You agree to indemnify, defend, and hold harmless Blacktop Brokerage and its affiliates, officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, or expenses, including reasonable attorneys’ fees, arising from:

- Your use of the Services;
- Your violation of these Terms;
- Your violation of any applicable law or third-party rights.

8. Termination

We may suspend or terminate your access to the Services at any time, with or without cause, and without prior notice. Upon termination, your right to use the Services will immediately cease. Sections 3, 5, 6, 7, 9, 10, and 11 shall survive termination.



9. Governing Law and Venue

These Terms shall be governed by and construed in accordance with the laws of the State of Arkansas, without regard to its conflict of law principles. Any disputes arising out of or relating to these Terms or the Services shall be resolved exclusively in the state or federal courts located in Northwest Arkansas, and you consent to personal jurisdiction and venue therein.

10. Modifications

We reserve the right to modify these Terms at any time, with or without notice. Your continued use of the Services after modifications constitutes your acceptance of the updated Terms.

11. Miscellaneous

- **Severability.** If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- **Entire Agreement.** These Terms, together with our Privacy Policy, constitute the entire agreement between you and Blacktop Brokerage regarding the use of the Services.
- **Waiver.** Any failure to enforce a provision of these Terms shall not constitute a waiver of such provision.

Contact Us

If you have any questions about these Terms, please contact us at:

Blacktop Brokerage LLC

Email: support@blacktopbrokerage.com

Phone: (479)212-3993