

Terms of Service

Last Updated: October 21, 2024

Please read these Terms of Service ("Terms") carefully. BY USING THE SERVICE AND THE SITE, YOU AGREE TO THESE TERMS. IF YOU DO NOT AGREE, DO NOT USE THE SERVICE OR SITE.

Services

- **Services and Websites.** Trucking42.school and Dispatch42.school (referred to, as applicable, as "Trucking 42 school" and "Dispatch42.school", the "Service", "we" or "us") provides online video courses on US truck dispatching and other topics related to the trucking industry. Trucking42.school and Dispatch42.school are owned and operated by Trucking42 Inc, a Florida Limited Liability Company.
- **Customer.** As a customer of the Service or a representative of an entity that is a customer of the Service, you are a "Member" according to this agreement (or "you"). You represent that you have full power, capacity and authority to accept these Terms on behalf of yourself or your employer.
- **Account Requirements.** To set up an account and use the Service you must:
 - Be 18 years of age, or the age of majority in your province, territory or country, to become a Member. Individuals under the age of 18, or applicable age of majority, may utilize the Service only with the involvement of a parent or legal guardian, under such person's account and otherwise subject to these Terms.
 - Provide your legal full name, valid email address, zip code, and any other information we request to complete your account-signup process.
 - Provide us with one or more Payment Methods. "Payment Method" means a current, valid, accepted method of payment, as may be updated from time to time and which may include payment through your account with a third party.
 - Personally and manually create your account without using any automated means, except for any auto-complete feature offered by your internet service provider. A third party may not create an account for you and you must not allow any third party to use your information to create an account.
- **Account Ownership.** The member who created the account and whose Payment Method is charged (the "Account Owner") has access to and control over the account and is responsible for any activity that occurs through the account. To maintain control over the account and prevent anyone from accessing the account, the Account Owner should maintain control over access

to the Service and not reveal the password or details of the Payment Method associated with the account to anyone. Account owners are not allowed to share their account, log-in or any other access related credentials with any other party unless explicitly stated otherwise in the details related to the specific plan they purchased. Absent an explicit multi-user authorization, all accounts are intended for single-use only. You are responsible for updating and maintaining the accuracy of the information you provide to us relating to your account. We can terminate your account or place your account on hold in order to protect you and/or Trucking42.school or Dispatch42.school. You must immediately notify us of any unauthorized use of your account. We will not be liable for any loss or damage from your failure to comply with this security obligation.

Payment

- **Billing.** Trucking42.school and Dispatch42.school may offer the Service through a variety of billing methods, which include, but are not limited to, one-time fee, one-time subscriptions, monthly recurring

subscriptions, and annual recurring subscriptions (“Subscription”). Trucking42.school and Dispatch42.school will bill you on the date you subscribe to the Service (“Subscription Date”), and will continue to bill you in accordance with your selected Subscription until you cancel the Service. You must cancel your Subscription at least one day prior to the next billing date to avoid a Subscription renewal. Fees will be billed to your Payment Method on the calendar day corresponding to the Subscription Date. Subscription fees are fully earned upon payment. In some cases your payment date may change, for example if your Payment Method has not successfully settled or if your Effective Date began on a day not contained in a given month. You shall pay all fees or charges to your account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. If auto-renewal is enabled for the Services you have subscribed for, you will be charged automatically in accordance with the term you selected. If, in our judgment, your purchase constitutes a high-risk transaction, we will require you to provide us with a copy of your valid government-issued photo identification, and possibly a copy of a recent bank statement for the credit or debit card used for the purchase. We reserve the right to change products and product pricing at any time. We also reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made.

- **Payment Methods.** To use the Service you must provide one or more Payment Methods. You can update your Payment Methods by going to the "Account" page of our Website. Following any update, you authorize us to continue to charge the applicable Payment Method(s). You authorize us to charge any Payment Method associated to your account in case your primary Payment Method is declined or no longer available to us for payment of your subscription fee. You remain responsible for any uncollected amounts. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not cancel your account, we may suspend your access to the service until we have successfully charged a valid Payment Method. For some Payment Methods, the issuer may charge you certain fees relating to the processing of your Payment Method. Check with your Payment Method service provider for details.
- **Cancellation.** You can cancel your membership at any time, and you will continue to have access to the Service through the end of your pre-paid billing cycle. We do not provide refunds or credits for any partial membership periods. To cancel, please navigate our Website to your account profile and follow instructions from there, or contact our Customer Support team at course@trucking42.school. If you cancel your membership, your account will automatically close at the end of your current billing period.
- **Changes to the Price and Subscription Plans.** We reserve the right to change our fees or subscription plans or adjust pricing for our Service or any components thereof in any manner and at any time as we may determine in our sole and absolute discretion. Except as otherwise expressly provided for in these Terms, any price changes or changes to your subscription plan will take effect following notice to you.
- **No Refunds.** Payments are nonrefundable and there are no refunds or credits for partially used periods. Following any cancellation, however, you will continue to have access to the service through the end of your current billing period.
- **Money Back Guarantee.** Notwithstanding Section 9, if you contact our Customer Support department within 3 days of your original sign-up, you are eligible for our Money Back Guarantee. To receive your money back, you must contact our Customer Support team online at course@trucking42.school no later than 3 days following your original sign-up and ask for a refund. Any contacts made after that 3 day period will not be eligible for our Money Back Guarantee. Only

your first purchase is subject to the Money Back Guarantee; renewal orders are not eligible for the Money Back Guarantee under any circumstances.

Disclaimers of Warranties and Limitations on Liability

- **Disclaimer of Warranties.** TO THE FULLEST EXTENT PERMITTED BY THE APPLICABLE LAW, Trucking42.school and Dispatch42.school OFFERS THE

WEBSITES AND SERVICES AS-IS AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING THE WEBSITES OR ITS SERVICES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE. Trucking42.school and Dispatch42.school DOES NOT WARRANT THAT THE FUNCTIONS OR CONTENT CONTAINED ON THE WEBSITES OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT OUR SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. IN PARTICULAR, Trucking42.school and Dispatch42.school MAKE NO REPRESENTATION OR WARRANTY THAT THE INFORMATION PROVIDED THROUGH THE SERVICES, REGARDLESS OF THE SOURCES, IS ACCURATE, COMPLETE, RELIABLE, CURRENT, OR ERROR-FREE. Trucking42.school and Dispatch42.school DISCLAIM ALL LIABILITY FOR ANY INACCURACY, ERRORS, OR INCOMPLETENESS IN THE SERVICES.

- **Limitation of Liability.** EXCEPT TO THE MINIMUM EXTENT REQUIRED BY APPLICABLE LAW AND THEN ONLY TO THAT EXTENT, IN NO EVENT WILL Trucking42.school and Dispatch42.school, ITS EMPLOYEES, OFFICERS, DIRECTORS, AFFILIATES OR AGENTS BE LIABLE TO YOU ON ANY LEGAL THEORY FOR ANY INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE OR INCOME, LOST PROFITS, PAIN AND SUFFERING, EMOTIONAL DISTRESS, COST OF SUBSTITUTE GOODS OR SERVICE, OR SIMILAR DAMAGES SUFFERED OR INCURRED BY YOU OR ANY THIRD PARTY THAT ARISE IN CONNECTION WITH THE WEBSITE OR SERVICE (OR THE TERMINATION THEREOF FOR ANY REASON), EVEN IF Trucking42.school I and Dispatch42.school TEAM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR TOTAL LIABILITY FOR ALL CLAIMS MADE ABOUT THE SERVICE IN ANY MONTH WILL BE NO MORE THAN WHAT YOU PAID US THE MONTH BEFORE.
- **Results Not Guaranteed.** Trucking42.school I and Dispatch42.school make no guarantee or representation of any kind concerning the results of your use of the Website or Service. Any testimonials or examples displayed or depicted through Trucking42.school's I and Dispatch42.school's Websites, programs, and/or the Service are only examples of what may be possible. There can be no assurance as to any particular outcome, including increased income, sales, and/or any other outcome, based on the use of the Service or any other products, programs or service offered by us.
- **Indemnification for Breach of Terms of Use.** You agree to indemnify and hold Trucking42.school, its officers, directors, shareholders, predecessors, successors

in interest, employees, agents, subsidiaries and affiliates, harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against Trucking42.school and Dispatch42.school by any third party due to or arising out of or in connection with your use of the Service or Website.

- **Third Party Resources.** The Website and the Service may contain links to third party websites or other resources. You acknowledge and agree that we are not responsible or liable for the availability, accuracy, content or policies of third party websites or other resources. Links to such websites or resources are provided only as a convenience to you and do not imply any endorsement by or affiliation with Trucking42.school and Dispatch42.school. You acknowledge sole responsibility for, and assume all risk arising from, your use of any such third party websites or resources.

Security, Storage, & Retention

- **Security.** The privacy and protection of your data is of the utmost importance to us. We take all reasonable technical and organizational precautions to protect the confidentiality, security and integrity of your Personal Data. Although we use multiple and various security measures to help protect your Personal Data against loss, misuse or unauthorized disclosure, we cannot 100% guarantee the security of information transmitted to us over the Internet.
- **Storage.** The Personal Data that you provide to us is generally stored on servers located in the United States. If you are located in another jurisdiction, you should be aware that once your Personal Data is submitted through our Service, it will be transferred to our servers in the United States and that the United States currently does not have uniform data protection laws in place.
- **Retention.** We will retain your information for as long as needed to provide you with our service. If you wish to cancel your account or request that we no longer use your information to provide you service, contact us at course@trucking42.school. We will retain only that information necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

Miscellaneous

- **Privacy Policy.** Trucking42.school and Dispatch42.school may use and disclose your information according to our Privacy Policy. Our Privacy Policy <https://www.trucking42.school/privacy.pdf> is incorporated into these Terms of Service.
- **Intellectual Property.** The Websites, its original content, features, functionality (including look), our trademarks, service marks, logos, and Service content (“Intellectual Property”) are owned by Trucking42.school, Dispatch42.school and

are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. You agree to not copy, modify, create derivative works of, publicly display, publicly perform, or republish any of our Intellectual Property. The term "content" includes, without limitation, information, data, text, photographs, videos, audio clips, written posts and comments, software, scripts, graphics, AdWords, and interactive features generated, provided, or otherwise made accessible on the Websites or otherwise through Trucking42.school and Dispatch42.school.

- **Customer Data.** "Customer Data" means information, data, and other content, in any form or medium, including your billing and other personal information, that is submitted, posted, or otherwise transmitted by you, or a third party on your behalf, through the Service. As between you and Trucking42.school / Dispatch42.school, you own all right, title, and interest, including all intellectual property rights, in and to the Customer Data. You hereby grant Trucking42.school / Dispatch42.school a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for Trucking42.school / Dispatch42.school to provide the Services and a non-exclusive, perpetual, irrevocable,

royalty-free, worldwide license to use the Customer Data for analytics purposes.

Trucking42.school and Dispatch42.school will only use your billing and other personal information for the purpose of providing you the Service.

- **International Users.** The Service is controlled, operated and administered by Trucking42.school and Dispatch42.school from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the content accessed through the Website in any country or in any manner prohibited by any applicable laws, restrictions or regulations.
- **Compliance with Law.** You represent and warrant that your use and interaction with Trucking42.school / Dispatch42.school and its Service is in compliance with all national, federal, state, and local laws, ordinances and regulations. If you are located in a country outside the United States it is your responsibility to determine that you are in compliance with the laws of that country. You agree to indemnify and hold us harmless from any losses, including attorney fees that result from your breach of any part of these warranties.
- **Force Majeure.** We shall not be liable for any failure of or delay in the performance of this agreement for the period that such failure or delay is due to causes beyond our reasonable control, including but not limited to acts of god,

war, hackers, third party internet providers, government orders, power failures, nuclear destruction, Armageddon or any other force majeure event.

- **Severability.** The invalidity or unenforceability of any provisions of these Terms shall not affect the validity or enforceability of any other provisions of these Terms, which shall remain in full force and effect.
- **Severability.** Any provision of these Terms which imposes an obligation after termination or expiration of this agreement shall survive the termination or expiration of this agreement.
- **Headings.** The section headings contained in these Terms are for reference purposes only and shall not affect in any way the meaning or interpretation of these Terms.
- **Waiver.** Our failure to exercise or delay in exercising any right, power or privilege under these Terms shall not operate as a waiver; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof.
- **Governing Law.** This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Florida without regard to its conflict of laws rules, or international law or convention.
- **Dispute Resolution.** Any dispute or controversy you or we have arising under or in connection with this agreement shall be settled exclusively by binding arbitration solely by written submission in Orlando, in the State of Florida, in accordance with the expedited Commercial rules of the American Arbitration Association then in effect, by one arbitrator. Judgment may be entered on the arbitrator's award in any court having jurisdiction. The arbitrator shall not have the power to award any punitive or consequential damages. Arbitration shall proceed solely on an individual basis without the right for any claims to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of others. The arbitrator's authority to resolve and make written awards is limited to claims between you and us alone. Claims may not be joined or consolidated unless agreed to in writing by all parties. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration.

The above notwithstanding, if you violate these Terms then we may seek injunctive or other equitable relief.

- **Assignment.** You may not assign any of your rights under this agreement to anyone else. We may assign our rights at our discretion.

- **Notice.** All notices to you will be effective when we send it to the last email or physical address you gave us or posted on our Website. Any notice to us will be effective when delivered to us at:

course@trucking42.school

Trucking42, INC
1111 Brickel Ave 1550,
Miami 33131 Florida,

- **Copyright Infringement.** If copyrighted content that belongs to you was posted on the Website without your permission please notify us at:

course@trucking42.school

Trucking42, INC
1111 Brickel Ave 1550,
Miami 33131 Florida,

Please include in your notice:

- An electronic or physical signature of the copyright owner or someone authorized to act on their behalf;
- The name, address, telephone number, and email address of the copyright owner;
- Identification of the copyrighted work that is being infringed;
- Identification of where the infringing material is located on our Websites (a URL works best);
- A statement that you have a good faith belief that the use isn't authorized by the copyright owner, its agent or the law;
- A statement that the information in your notice is accurate, and
- A statement that you're authorized to act on behalf of the copyright owner.
- This statement must be made under penalty of perjury, meaning if any part of the statement is false, you could be committing perjury—a serious offense that's sometimes even classified as a felony.

Warning: If you knowingly make a false statement in your claim of copyright infringement, then you may be subject to liability for damages and heavy civil penalties. If you are not sure whether material on one of our Websites infringes your copyright, then you should speak with a lawyer before notifying us. We may forward your notice to the user that uploaded the content.

- **Electronic Communications.** When you use the Service, or send emails, text messages, and other communications from your desktop or mobile device to us, you are communicating with us electronically. You consent to receive communications from us. We will communicate with you in a variety of ways, such as by e-mail, text, or by posting notices and messages on this Website. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.
- **Entire Agreement.** These terms, together with our Privacy Policy and any additional terms you have agreed to, constitute(s) the entire agreement with respect to its subject matter and constitutes and supersedes all prior agreements, representations and understandings of the parties, written or oral.