

## **Offer to conclude a contract**

This document, permanently posted on the Internet at <https://trucking42.school/>, is the Trucking42 Inc. an offer (hereinafter referred to as the Contractor) to enter into this Contract (hereinafter referred to as the Contract) with any interested individual (hereinafter referred to as the Customer).

This document is a public offer. The Customer in the following actions aggregate shall perform this offer proper acceptance:

- by pressing the "I accept the offer terms" button when applying <https://trucking42.school/> or elsewhere on the said website, where the relevant button is placed;
- by pressing the "I agree to my personal data processing" button when applying <https://trucking42.school/> or elsewhere on the specified website, where the relevant button is placed;
- the Contractor's services cost payment under the procedure specified in the Contract.

By paying the Contractor's services cost, the Customer:

- ensures that the information you provide about yourself is accurate and up-to-date;
- ensures that he or she is of full age and has full legal capacity;
- agrees that he/she is solely responsible for any consequences resulting from the false, irrelevant or incomplete information provision about himself/herself.

The offer acceptance date by the Customer (the Contract conclusion date) shall be the crediting the funds' date services rendered by the Contractor to the Contractor current account.

## **Contract**

### **1. Terms and definitions**

In the Contract, unless otherwise expressly provided in the text, the following terms will have the following meanings:

**Platform** Hardware complex Coassemble Platform (information system), the exclusive right to which belongs to the Contractor, posted on the Internet at: <https://trucking42.school/>, including a set of independently developed computer programs (modules); Courses; information, texts, graphic elements, design, images, photo and video materials a set (audiovisual works) and other intellectual property objects, ensuring the Course availability

Customers on the Internet. The platform is designed to provide the Customers with remote access via the Internet to the Courses to organize the Customer self-study process on the selected topic.

<b>Website</b>	The Contractor's website at <a href="https://trucking42.school/">https://trucking42.school/</a>
<b>Personal account</b>	Site protected pages aggregate, created as the Customer registration a result and available when entering his authentication data (e-mail address and password) into the fields on the Site provided for this purpose.
<b>Course</b>	Interrelated lessons and materials (texts, photo and video materials, other intellectual property objects) a set united by a single topic, arranged in a certain sequence and aimed at the knowledge and skills Customer's independent acquisition on the relevant topic. Unless otherwise expressly follows from the Contract a specific provision; the term Course in this text includes the Profession, unless otherwise expressly follows from the Contract text.
<b>Profession</b>	Courses a set aimed at the more in-depth knowledge and skills Customer's independent acquisition on a particular topic.
<b>Class</b>	A lecture delivered remotely (online) on the Platform in one of the following formats: <ul style="list-style-type: none"><li>● Webinar - a lecture broadcast online in real-time. To access a webinar lecture, the Customer shall follow the link indicated by the Contractor on the Platform on the date and time indicated in the Personal Account or on the Website relevant page.</li><li>● Recording - a recorded lecture that is available online. The Customer can access the recorded lecture at any time.</li></ul>
<b>Tariff</b>	The Contractor's services cost within the Course chosen by the Customer
<b>Expert</b>	An individual whose duties include the conduct of the Exercise. The Executor independently appoints Expert(s) within the relevant Course.
<b>Module</b>	The Course is a component, consisting of Lessons a block unified by a common theme.

## **2. The Contract subject**

**2.1.** The Contractor undertakes to provide the Customer with remote access to the Platform via information and communication network Internet (hereinafter - the Services) and the Customer undertakes to pay the remuneration to the Contractor for the provided access under the Contract clause 4.1. The Contractor shall provide the Customer with access only to the Courses chosen and paid for by the Customer.

**2.2.** The Contractor places the Courses list available for completion on the Website. Information about the cost, contents, Course schedule (the Classes dates and times) is available for the Customer on the selected Course page on the Website.

Upon the Customer's written request sent to the Contractor's e-mail [course@trucking42.school](mailto:course@trucking42.school), the Contractor shall send the Customer detailed information about the Course to the Customer's e-mail indicated when registering on the Website.

**2.3.** The Contractor shall provide the Customer with access to the Course after the Customer has registered on the Site and paid the Services to cost under the procedure stipulated in the Contract section 4.

**2.4.** The Course consists of Modules. Depending on the Course, the Customer's access to the Course Modules can be provided at the Contractor's option: a) at one time for all Course Modules; b) depending on the Customer's progress: access to each next Module is provided after the Customer has passed the previous Module, or c) as the Module is ready to be posted on the Platform according to the schedule posted on the respective Course page on the Website.

**2.5.** The Contractor shall provide the Customer with access to the Course for the Course completion period according to the schedule available to the Customer in the Personal Account, but not more than for 3 (three) years. The Contractor undertakes to ensure the Client's practical works acceptance through the Platform only within 1 (one) year from the Course Client's acquisition date or within 2.5 (two and a half) years from the Profession Client's acquisition date unless otherwise agreed by the Parties in additional agreements to this Contract.

After the Course completion or the three years Course expiry, if the Contractor has the organizational, technical and legal possibility, upon the Client's written request, the Contractor shall provide the Client with access to the Course (without the obligation to ensure the Client's practical work evaluation) within the time additional period agreed by the Parties.

**2.6.** The Contractor has the right to make changes in the Course content under the Contract clause 3.2.5.

**2.7.** The Executor does not provide individual consultations to the Customer as to the Services apart. Upon the Customer an additional request, sent to the Executor e-mail address [course@trucking42.school](mailto:course@trucking42.school), the Executor through the Platform, using the materials, the Customer may provide individual consultation for an additional fee.

2.7. Services are considered to be rendered by the Contractor from the providing the Customer moment with access to the Platform and the Course.

### **3. The Parties rights and obligations**

#### **3.1. The Contractor shall:**

3.1.1. Provide the Customer with access to the selected Course by sending a link to the Course to the Customer's e-mail address specified by the Customer when registering on the Site.

3.1.2. In errors/defects detection case in the Platform technological part made by the Contractor, or at the Contractor's fault, to eliminate the detected errors/defects at its own cost and expense.

#### **3.2. The Contractor shall have the right to:**

3.2.1. Without the Customer's consent to engage third parties to perform this Contract, remaining responsible for such person's actions as his own.

3.2.2. To request from the Customer all information and documents required for the obligation's proper execution under this Contract.

3.2.3. Change the Services price. The information about the Services current cost is available for the Customer on the website <https://dispatch42.school/> on the particular Course page. The Services cost concerning the access to the Course already paid for by the Customer shall not be changed.

3.2.4. To suspend Platform operation for necessary scheduled preventive and repair works on the Contractor technical resources.

3.2.5. To change the Course content, including the individual Exercises topics, their content, number, the respective Exercises dates and times, the Modules posting schedule on the Platform and opening access terms to the Modules, to replace the Experts. Information about such changes shall be available to the Client in the Personal Account.

3.2.6. After providing a full of services to the Customer, the payment is not refunded to him.

3.2.7. The support is not provided.

#### **3.3. The Customer is obligated to:**

3.3.1. To pay the Executor Services cost in due time and in full amount.

3.3.2. Timely provide complete and accurate information required to provide the Services (including when registering on the Site).

3.3.3. Ensure login and password confidentiality to a personal account on the Platform.

3.3.4. To comply with behaviour ethical norms during the Course, in particular not to publish messages in general chats that are not related to the Course subject, not to make disrespectful statements and insults to Provider, the Contractor other customers, experts, employees.

**3.4. *The Customer has the right:***

3.4.1. To suspend the Course for a certain period by prior written agreement with the Contractor, executed by the Supplementary Agreement to this Contract.

3.4.2. Upon the Course completion, the Customer shall receive a Certificate of Completion subject to the Contractor's attendance and the Course mastery. The certificate shall be provided to the Customer electronically. Upon the Client's additional request, the Contractor shall send the certificate to the Client's postal address specified in the Personal Account.

## **4. Financial conditions**

4.1. The Executor's Services cost is determined under the Tariffs specified on the Website.

4.2. The Customer pays 100% (one hundred per cent) of the selected access price to the Platform for the Course in one lump sum.

4.3. The Customer's obligation date to pay for the Contractor services shall be the funds' receipt date to the Contractor current account.

4.4. When paying for the Services on the Website or the notification-received basis on the e-mail, the Customer is automatically redirected to the payment acceptance system page to make a payment. The Executor does not control the electronic payment system hardware and software complex. If such mistakes result in the Customer's funds have been charged, but the payment has not been authorized by the electronic payment system, the obligations to return the funds to the Customer lie on the electronic payment system provider.

## **5. Intellectual Property. Privacy**

5.1. The Contractor grants the Customer the right to use the Platform under a simple (non-exclusive) license for the providing the Customer access period to the Course (p. 2.5) by performing actions necessary for the Platform functioning to review the Course materials and organize self-study by the Customer. The Executor's remuneration for granting the right to use the Platform is included in the providing the services' cost (the Contract clause 4.). The Customer is not obliged to provide the Contractor with the reports on the Platform use.

5.2. Within the providing Services framework by the Contractor, the Contractor shall provide the Customer with access to the Contractor's intellectual property (access to audiovisual materials, computer programs, databases, methodological materials, information resources that are not in the public domain), in this regard the Customer is obliged:

- to refrain from any actions that violate the Contractor rights on the intellectual activity results, in particular, not to copy, record, reproduce, distribute the Contractor intellectual activity any results without the Contractor written permission;
- to inform the Contractor immediately about the Contractor's exclusive rights infringement any facts, which became known to the Contractor;
- not provide your authentication data for access to the Personal Area on the Platform to third parties. In loss cases, as well as in illegal obtaining cases access to the login and password by third parties, the Customer undertakes to immediately notify the Contractor by sending a notification to the address: [course@trucking42.school](mailto:course@trucking42.school),

Until the specified notice is sent, all actions performed using the Customer's Account shall be deemed to have been performed by the Customer.

**5.3.** The Customer's use of the Platform, it's content and components (both as a whole and in fragments) and other technical solutions developed by the Contractor does not mean the rights transfer (alienation) to the Customer and/or any third party for the intellectual activity results, either as a whole or in part.

**5.4.** Confidential information is any information that is related to the rendering Services process by Executor and which is not published in open access and is not available for the public. The Customer undertakes not to disclose confidential information and other data provided by Executor in the rendering Services course (except for publicly available information) to third parties without the Executor prior written consent.

## **6. The Parties' responsibility**

**6.1.** The Contractor shall not be responsible for the quality of connection to the Internet and the Customer's hardware and software functioning.

**6.2.** If the Customer fails to perform the obligation specified in the Contract Clause 5.1 and the Contractor reveals third parties access to the Course content, the Customer is obliged to pay a fine of 1000 (one thousand) dollars for third parties unauthorised access each case in an extrajudicial procedure upon the Contractor written request.

**6.3.** If the Customer violates the Contract terms and conditions, the Contractor shall have the right to deactivate the Customer's access to the Personal Account, as well as to block the Customer's access to the Platform and the Course(s).

**6.4.** The Contractor shall not be liable for the information content posted in messenger chats ("WhatsApp", "Viber", "Telegram") that are created on the Customer's initiative, including the personal data use by third parties that the Customer leaves in such chats.

**6.5.** The Contractor shall not be liable for non-performance or obligations improper performance under this Agreement, as well as for possible damage resulting from:

- failures in the Platform operation and/or other software caused by errors in code, computer viruses and other extraneous code fragments in the software;
- the Internet connection absence (impossibility to establish, termination, etc.);

- the commercial organizations business activities state regulation establishment (or regulation by other entities) on the Internet and/or one-time restrictions establishment by these entities, making it difficult or impossible to perform this Contract; other cases related to the Internet users' action (inaction) and/or other entities, aimed at worsening the overall situation with the Internet and/or computer equipment use;
- use (inability to use) and any consequences of the use (inability to use) the Customer's chosen payment form for the services under the Contract.

## **7. The Contract term. Termination order**

*7.1* The Contract shall enter into force from its acceptance date by the Customer and shall remain in force until the Parties perform their obligations in full.

## **8. Other terms and conditions**

*8.1.* The Customer may transfer its rights and obligations under the Contract to a third party, provided that the Course current progress is maintained, only subject to the Contractor's written consent and on a separate agreement basis concluded by the Parties.

*8.2.* The Customer gives his consent to the Contractor for Customer's personal data processing indicated by him when registering on the Website, as well as in the Personal Account on the conditions stipulated by the Personal Data Processing Policy posted at: <https://trucking42.school>.

*8.3.* The Customer consents to receive text messages from the Contractor, as well as mailings and notifications other types, including advertising nature (oral and written) messages, using communication any means, including but not limited to the following: e-mail, telephone, postal mailings. The Customer may withdraw this consent at any time by sending a notice to the Contractor email [course@trucking42.school](mailto:course@trucking42.school).

*8.4.* The Customer agrees to use the Customer's feedback about the Contractor and its services left by the Customer in the Contractor official groups in the social networks, to place such feedback on the Contractor official sites, in the Contractor information and advertising materials.

This consent shall be valid from the Contract conclusion date. The Customer may withdraw this consent at any time by sending a written application to the Contractor legal address specified in the Contract Section 9.

**8.5.** In any disputes case between the Customer and the Contractor regarding the execution of the Contract terms and conditions by each Party, as well as any other disputes, such disputes shall be settled using the obligatory pre-trial procedure.

The Executor undertakes to send the claim to the Customer electronically to the e-mail address specified by the Customer when registering on the Website. The Customer shall be obliged to send the claim to the Contractor electronically to the e-mail address [course@trucking42.school](mailto:course@trucking42.school), as well as duplicate the claim in writing to the Contractor address specified in the Contract Section 9.

The term for a reply to the claim is 10 (ten) working days from its receipt date. If the parties fail to comply with all of the above conditions, the mandatory claim procedure shall not be deemed to have been complied with.

**8.6.** The Customer gives its consent to the Contractor to promulgate and the Customer's image further uses in a photo and video materials as well as the image fixed in such video materials independent frames as well as the image fixed in any other objects to place such image on the Contractor official sites, in the Contractor information and advertising materials and for any other purposes related to the Contractor and not contrary to applicable law.

This consent shall be valid from the Contract date and shall apply to any objects created by the Contractor during the Course period by the Customer as well as received from the Customer during this period. The Customer may withdraw this consent at any time by sending a written application to the Contractor legal address specified in the Contract section 9.

**8.7.** The Customer gives its consent to the Contractor to the Customer's image in photo and video materials promulgate and further use as well as the image fixed in such video materials independent frames as well as the image fixed in any other objects to place such image on the Contractor official sites, in the Contractor information and advertising materials and for any other purposes related to the Contractor and not contrary to applicable law.

## **9. Contractor:**

**Trucking42 Inc.  
8131 Vineland Ave 154,  
Orlando, FL 32821  
+1 (321) 221 5559**