

TERMS OF USE

Last updated July 04, 2023

AGREEMENT TO OUR LEGAL TERMS

This document serves as our Terms of Service, Refund Policy, and Privacy Policy for Trucking42, Inc. ("Company," "we," "us," or "our"), which governs your access to and use of our services ("Services"). By accessing and using our Services, you agree to be bound by these Legal Terms. If you do not agree with these terms, please refrain from using our Services.

- Visit our website at <https://trucking42.school>, or any website of ours that links to this privacy notice
- Engage with us in other related ways, including any sales, marketing, or events

1. OUR SERVICES

The information provided through our Services is intended for personal, non-commercial use or internal business purposes only. You must comply with all applicable laws and regulations when accessing and using our Services from any jurisdiction or country. If accessing our Services from other locations, you are responsible for compliance with local laws.

2. INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights, including copyrights, trademarks, service marks, and logos, in our Services, content, and materials ("Content") are owned by us or licensed to us. You are granted a non-exclusive, non-transferable, revocable license to access and use our Services and Content for personal, non-commercial use or internal business purposes only. Any unauthorized use or reproduction of our Content or Marks is strictly prohibited.

Information for authorization to the platform is strictly confidential. It is forbidden to transfer or distribute authorization data to third parties

3. USER SUBMISSIONS

By submitting any content, information, or feedback ("Submissions") to us, you agree to assign all intellectual property rights in those Submissions to us. We may use and disseminate your Submissions for any lawful purpose without compensation or acknowledgment.

You are solely responsible for your Submissions and must ensure that they comply with our "PROHIBITED ACTIVITIES" section and do not violate any laws or infringe on any intellectual property rights. You agree to indemnify us for any losses resulting from your breach of this section or applicable laws.

4. USER REPRESENTATIONS

By using our Services, you represent and warrant that you have the legal capacity to agree to these Legal Terms, you are not a minor in your jurisdiction of residence, and you will not use the Services for any illegal or unauthorized purposes.

5. PROHIBITED ACTIVITIES

You agree not to engage in any activities that violate these Legal Terms or applicable laws. Prohibited activities include but are not limited to:

- Retrieving data from the Services without written permission
- Misleading or defrauding us or other users
- Interfering with the security features of the Services
- Harassing, abusing, or harming others through the Services
- Uploading viruses, spam, or other harmful material
- Engaging in unauthorized framing or linking to the Services

- Attempting to reverse engineer the Services' software

6. USER GENERATED CONTRIBUTIONS

The Services may allow you to create, submit, or post content and materials ("Contributions"). You retain ownership of your Contributions and any associated intellectual property rights. However, you grant us the right to access, store, and use your Contributions for the purpose of managing the Services.

7. SERVICES MANAGEMENT

We reserve the right to monitor the Services for violations of these Legal Terms, take legal action against violators, refuse or limit access to your Contributions, and manage the Services to protect our rights and property.

8. TERM AND TERMINATION

These Legal Terms remain in effect while you use the Services. We may terminate or suspend your access to the Services without notice if you violate these Legal Terms. If your account is terminated, you are prohibited from creating a new account under false pretenses.

9. MODIFICATIONS AND INTERRUPTIONS

We may change, modify, or remove the Services' contents at our discretion without notice. We are not liable for any interruption, error, or downtime of the Services and do not guarantee the Services' availability at all times.

10. DISPUTE RESOLUTION

Disputes may be resolved through informal negotiations or binding arbitration. Some disputes related to intellectual property rights, theft, piracy, or injunction may not be subject to arbitration.

11. CORRECTIONS

We may correct any typographical errors, inaccuracies, or omissions in the Services without notice.

12. DISCLAIMER

The Services are provided on an "as-is" and "as-available" basis. We disclaim all warranties, including implied warranties of merchantability and fitness for a particular purpose. We are not liable for any errors, omissions, or damages arising from your use of the Services or related content.

13. LIMITATION OF LIABILITY

We and our employees are not liable for any direct, indirect, consequential, or punitive damages resulting from your use of the Services, even if we have been advised of the possibility of such damages.

14. INDEMNIFICATION

You agree to indemnify and hold us harmless from any loss, damage, liability, or claim arising from your use of the Services, breach of these Legal Terms, or violation of third-party rights.

15. USER DATA

While we perform backups, you are solely responsible for your data transmitted through the Services.

16. ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

By using the Services, you consent to receive electronic communications and agree to electronic delivery of notices, agreements, and transactions.

17. MISCELLANEOUS

These Legal Terms constitute the entire agreement between you and us and supersede any prior agreements. We reserve the right to assign our rights and obligations to others. Our failure to enforce any provision does not waive our right to do so later.

18. CONTACT US

For any questions, complaints, or information about the Services, please contact us at: support.edu@trucking42.com