



Trucks.com Terms of Service

Effective Date: October 31, 2023

These Terms of Service (“Terms”) govern your use of our website (the “Site”) and related products and services, including any content or information provided as part of the Site or such related products, services or websites (collectively with the Site, the “Services”), which are owned or operated by Trucks.com International, LLC (“Trucks.com”, “we”, “our” or “us”).

Our Privacy Policy is incorporated by reference into these Terms. Please read these Terms and the Privacy Policy carefully before you access the Services, as these Terms form a binding legal agreement between you and Trucks.com.

These Terms may apply to you individually, the business or other legal entity user you represent, or both. If you are using the Site or Services on behalf of a company or other legal entity, you hereby represent and warrant that you have the authority to enter into these Terms on behalf of such entity. By accessing, registering for or using the Services, you: (1) acknowledge that you have read and understand these Terms; (2) agree to be bound by them in their entirety, and (3) are entering into a legally binding agreement with us. As used in these Terms and unless separately identified as applicable to either an individual or entity, “you” and “your” refer to both you individually and the entity on behalf of which you are entering into these Terms.

IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT USE THE SERVICES. YOUR USE OF OUR SERVICES REQUIRES YOUR ACCEPTANCE OF THESE TERMS AS THEY MAY BE AMENDED FROM TIME TO TIME, INCLUDING THE POLICIES INCORPORATED BY REFERENCE HEREIN, WHICH INCLUDES THE TRUCKS.COM PRIVACY POLICY.

1. Overview of Services; Disclaimer.

1.1. Overview of Services. Trucks.com operates the Site as an online research, marketing, and advertising service for buyers, sellers, and enthusiasts of trucks and other vehicles (individually and collectively, “Vehicle(s)”).

1.2. Listings. By listing your Vehicle for sale on the Site (each a “Listing”), you represent, warrant and agree that:

- you are willing to sell the advertised Vehicle at the price and on any other terms specified in your Listing;
- the Vehicle you list for sale is in your possession;
- you have the right to transfer the advertised Vehicle's title to the purchaser;
- you will provide only a single Listing per unique Vehicle,
- you will not advertise more than one Vehicle in a single Listing, either by including descriptions of multiple Vehicles in one Listing or by subsequently updating the Listing information to advertise different Vehicles;
- upon selling or otherwise taking your Vehicle off the market, you will delete the Listing for that Vehicle within 72 hours;
- you will not use your Listing to advertise or promote anything other than one unique Vehicle offered for sale (including, without limitation, any business, product or service);
- you will properly identify yourself as either an "Individual Seller" or a "Dealer"



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- A "Dealer" is any individual or entity that is (a) in the business of selling Vehicles or (b) who otherwise has made 4 or more Listings on the Site within the prior 12 months of the Listing start date;
- An "Individual Seller" is anyone that makes a Listing and does not meet the definition of a Dealer; and
- if you placed a Listing with a material error that cannot be corrected through the Services, you will contact our customer service within 24 hours of your original Listing date to address such error, and we shall determine, in our sole discretion, how to address such error.

1.3. Disclaimer. Trucks.com does not sell Vehicles directly and is never a party to any transaction between buyers and sellers. As a result, Trucks.com does not (a) guarantee or ensure any Vehicle or any transaction between a buyer and seller, (b) collect or process payment or transfer of title on behalf of buyers or sellers, or (c) warehouse, store, ship or deliver any Vehicles.

2. Your Eligibility; Your Responsibility

To be eligible to use the Services, you represent and warrant that you: (i) are at least 18 years of age, or otherwise over the age of majority in the jurisdiction in which you reside; (ii) are not currently restricted from the Services and are not otherwise prohibited from having an account related thereto; (iii) will only maintain one account at any given time; (iv) will only provide accurate information to Trucks.com; (v) have full power and authority to enter into these Terms and doing so will not violate any other agreement to which you are a party; and (vi) will not violate any rights of Trucks.com or a third party.

You assume all responsibility for your use of, and access to, the Services. Accounts are for a single user, company or other legal entity, as applicable. Any multiple-party use, other than individual use on behalf of a company or other legal entity, is prohibited. For example, sharing a login between non-entity individual users is prohibited.

3. Personal Information; Your Content; Your Account

3.1. Accuracy. By registering for our Services, you represent and warrant that all information you submit to us is true, accurate, current and complete and that you will promptly notify us in writing if your information changes. It is your responsibility to keep your account and profile information accurate and updated. We are not responsible for any disputes or claims related to any inaccurate, incomplete, or untimely information provided by you to us.

3.2. Privacy. To use our Services, you must register with us and submit certain personally identifiable information. You expressly agree that we may collect, disclose, store and otherwise use your information in accordance with the terms of the Trucks.com Privacy Policy.

3.3. Your Content. As between you and Trucks.com, you own the information, materials, photos, or other content (the "Content") you provide Trucks.com under this Agreement. Any Content that you upload or otherwise provide to Trucks.com in connection with the Services may be used by Trucks.com in order to provide and promote the Services or our business. Accordingly, you grant to Trucks.com, and all of its subsidiaries, affiliates, successors, and assigns, a worldwide, perpetual, royalty-free, fully paid, sublicensable, non-exclusive, and transferable right to use, publish, reproduce, distribute, modify, prepare derivative works of, adapt, publicly display and otherwise use the Content. Such right to use such Content shall survive the termination of these Terms and termination of the Services. You hereby waive your "moral rights" in your Content, to the extent such rights can be waived, under any existing or future law of any



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jurisdiction. You authorize us to use, forward, or post your profile or related information on other sites and services. Additionally, you authorize us to use your corporate logo and corporate name, if applicable, for any promotional purposes (to opt-out, email us at legal@trucks.com). Notwithstanding the foregoing, you retain all rights to the Content, except as otherwise provided herein or as otherwise provided in any other agreement between you and Trucks.com. Any Content you submit to us is provided at your own risk of loss. You are solely responsible for all Content you share, provide, display, publish, or disseminate to others, whether such action was taken by us or you. By providing Content to us, you represent and warrant that you are entitled to submit it and that it is not confidential and not in violation of any law, contractual restrictions or other third-party rights (including any intellectual property rights). Trucks.com may also remove or delete your Content from the Services at any time in its sole discretion.

3.4. Interactions with Other Users. You are solely responsible for all interactions with other users. You acknowledge and agree that we do not have an obligation to verify any Content or other information provided by users of the Services. Trucks.com offers various forums which allow you to post comments. Trucks.com also enables sharing of information by allowing users to post content and information, including links and other information. Pursuant to the license granted by you above, Trucks.com may grant other users of the Services access and share rights to your Content in accordance with these Terms, your settings and the nature of your connection with such other users. Information you share may be seen and used by other users of the Services. Trucks.com cannot guarantee that users of the Services will not use the information that you share on Trucks.com, nor the manner of use. Trucks.com is not responsible for another user's or other third party's misappropriation or misuse of your Content or other information. You are solely responsible for your interactions with other users. Additionally, Trucks.com is not responsible for the truthfulness, accuracy, authenticity, or completeness of any of the Content or any other information provided by other users or any other third party. You hereby release Trucks.com from all claims, demands, or damages of every kind, known or unknown, in any way connected with (i) any relationship arising between users of the Services, (ii) any dispute between you and another user, or (iii) arising out of any services which originated through the Services or were otherwise provided by a user. Additionally, you agree to immediately report to us any false information provided or misconduct by any user of the Services.

3.5. Your Account. Except for your Content licensed to us as set forth above, the account you create and any related profile is owned by us. With regard to your account, you agree to: (i) keep your password secure and confidential; (ii) not permit others to use your account; (iii) not use the accounts of others; (iv) not transfer your account to another party; and (v) notify us of any actual or suspected unauthorized use of your account. You are responsible for any activity occurring under your account.

3.6. Feedback. You may from time to time identify problems, solutions to identified problems, provide suggestions, comments or other feedback related to our Services or otherwise relating to Trucks.com ("Feedback") to Trucks.com. You acknowledge and agree that all Feedback is and shall be given entirely voluntarily and Trucks.com shall be free to use or disclose such Feedback for any purpose. You further acknowledge and agree that your Feedback does not contain confidential or proprietary information and you are not entitled to any compensation or reimbursement of any kind from Trucks.com under any circumstances relating to such Feedback.

4. Personal Use; Limited License; Ownership

Subject to the terms and conditions herein, Trucks.com grants you a limited, revocable, non-transferable, non-sublicensable, non-exclusive license and right to access the Services through a generally available mobile device, web browser or Trucks.com authorized Site to view content and information and otherwise use the Services to the extent intended and permitted by the functionality thereof. This license is personal



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to you, and you may not resell our Services, permit other users access to our Services through your account, or use the Services to host content for others. You may not copy or download any content from the Services except with the prior written approval of Trucks.com. You acknowledge that, except as otherwise expressly provided, these Terms are solely between you and Trucks.com.

Furthermore, without the prior written approval of Trucks.com, you may not distribute, publicly perform or display, lease, sell, transmit, transfer, publish, edit, copy, create derivative works from, rent, sub-license, distribute, decompile, disassemble, reverse engineer or otherwise make unauthorized use of the Services. Any commercial use not expressly authorized is prohibited. You agree not to remove, obscure, or alter copyright, patent, trademark, or other proprietary rights notices affixed to the Services. Your rights are subject to your compliance with these Terms as well as any other agreements applicable to the Services you are using. The Services provided by Trucks.com are licensed, not sold. The Services, and all copies of the Services, are owned by Trucks.com or its third party licensors and are protected by various intellectual property laws, including, without limitation, copyright and trade secret laws. Trucks.com reserves all rights not expressly granted to you herein. You agree that you have no right to any Trucks.com trademark or service mark and may not use any such mark in any way unless expressly authorized by Trucks.com.

Making unauthorized copies or distribution of Site content or otherwise violating these Terms may result in the termination of your Trucks.com account, prohibition on use of the Services, and further legal action. Trucks.com reserves the right to limit your use of or access to the Services, in its sole discretion in order to maintain the performance and availability of the Services and to enforce these Terms of Service.

Trucks.com is not liable for the loss, corruption, alteration or removal of any content transmitted using our Services. By using our Services, you expressly waive the right to seek damages and agree to hold Trucks.com harmless for any such loss, alteration, corruption or removal. You acknowledge and agree that you are solely responsible for retaining all records and reconciling all transaction information relating to your use of the Services.

5. Dealer Subscription Fees

If you purchase any Services that we offer for a fee ("Paid Services"), you agree to pay the applicable fees for the Paid Services when due plus all related taxes and fees charged by third-party marketplaces. All applicable taxes are calculated based on the billing information you provide us at the time of purchase. Unless otherwise denoted, all fees are assessed in U.S. dollars. You also agree that Trucks.com and its third-party service providers providing payment processing services may store your payment information. We may charge your payment information for subsequent charges you authorize, such as account upgrades or other special charges authorized by you. If the payment method you use with us reaches its expiration date and you do not edit the applicable information or cancel such Paid Service, you authorize us to continue billing that payment method and you remain responsible for any uncollected amounts. If you purchase a subscription to a Paid Service, you will be billed for your first month immediately upon purchasing or upgrading to a subscription account. Unless otherwise set forth on an applicable ordering document incorporating these Terms, the Services are billed in advance on a monthly basis and are non-refundable. For any upgrade or downgrade in plan level, your payment information will automatically be charged the new rate on your next billing cycle in addition to the prorated change in the amount of your subscription for the remainder of the current billing cycle (downgrading your plan level may cause the loss of features or capacity of your account; Trucks.com does not accept any liability for such loss). Your subscription account shall automatically renew, provided that you may cancel the subscription any time before the end of the current billing period and the cancellation will take effect on the next billing period. You shall retain access to such Paid Services from the time you cancel until the start of the next billing period, but you will



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not receive a refund or credit for any days remaining in your current billing period. You agree to reimburse us for all collection costs and interest for any overdue amounts.

Trucks.com may offer certain customers free trials to Paid Services. If you purchase a subscription to a Paid Service that includes a free trial, you will receive free access to such Paid Service for the duration of the free trial period. At the end of the applicable free trial period, you will be charged the price of the subscription for such Paid Service and may continue to be charged until you cancel your subscription. To avoid charges, you must cancel before the end of the free trial period.

Failure to pay may result in the termination of your subscription. You may cancel your Paid Services by submitting a cancellation request to legal@Trucks.com. Unless expressly stated to the contrary, we do not guarantee refunds for lack of usage, dissatisfaction or any other reason.

Paid Services may be subject to additional terms, in addition to these Terms, related to the provision of the Paid Service.

6. Acceptable Use Policy

You agree to comply with all applicable laws and regulations in connection with your use of the Services. You may not use our Services to post or transmit any illegal material, including without limitation any transmissions that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international law or regulation. In particular, the following is a representative, non-exhaustive list of acts that are prohibited:

- Using the Services while operating a motor Vehicle;
- The transmission or posting of chain letters or pyramid schemes, or other acts that involve deceptive online marketing practices or fraud;
- Acts that may materially and adversely affect the quality of other users' experience;
- Actual or attempted unauthorized use or sabotage of any computers, machines or networks;
- Introducing malicious programs into Trucks.com's Services, network or servers (e.g. viruses, worms, Trojan horses, etc.);
- Engaging in any monitoring or interception of data not intended for you without authorization;
- Attempting to circumvent authentication or security of any host, network, or account without authorization;
- Reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for any underlying intellectual property used to provide the Services, or any part thereof;
- Adapt, modify or create derivative works based on the Services, technology underlying the Services, or other users' content, in whole or part;
- Duplicate, license, sublicense, publish, broadcast, transmit, distribute, perform, display, sell, rebrand, or otherwise transfer information found on the Services (excluding content posted by you) except as permitted in these Terms, or as expressly authorized by Trucks.com in writing;
- Using any method, software or program designed to collect identity information, authentication credentials, or other information;
- Transmitting or receiving, uploading, using or reusing material that is abusive, indecent, defamatory, harassing, obscene or menacing, or a breach of confidence, privacy or similar third party rights;
- Transmitting or receiving, uploading, using or reusing material that violates any intellectual property rights of a third party, including, without limitation, patents, trademarks, trade secrets or copyrights;



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- Transmitting, receiving, uploading, using or reusing material that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- Falsifying user identification information;
- Using the Services for anything other than lawful purposes including, but not limited to, intentionally or unintentionally violating any applicable local, state, national or international law; or
- Impersonating any person or entity, including, but not limited to, an Trucks.com representative, or falsely stating or otherwise misrepresenting your affiliation with a person or entity.

Trucks.com enforces a zero-tolerance SPAM policy regarding information transmitted through our network. Trucks.com may determine in its sole discretion whether any transmissions are considered SPAM. SPAM includes, but is not limited to, the following:

- Bulk unsolicited e-mail, promotional material, or other forms of solicitation sent via the Services, or e-mail that advertises any IP address belonging to Trucks.com or any URL (domain) that is hosted by Trucks.com.
- The use of web pages set up on ISPs that allow SPAM-ing that directly or indirectly reference customers to domains or IP addresses hosted by Trucks.com.
- Forging or misrepresenting message headers, whether in whole or in part, to mask the true origin of the message.

If Trucks.com determines that you have posted one or more articles of SPAM, we may cancel your account immediately and take steps to prevent you from using our network at any time thereafter.

You agree not to use the Services for the purpose of recruiting for another website or service that offers competing functionality to the Services.

7. Copyright Protected Materials

Trucks.com respects the intellectual property rights of others and expects that you do the same. It is our policy to terminate, in appropriate circumstances, the accounts of subscribers who infringe the copyrights of others. You may not upload, download, post, publish, transmit, reproduce, or distribute in any way, files, material, information, software or other material obtained through the Services that is protected by copyright or other proprietary right or derivative works with respect thereto, without obtaining permission of the copyright owner or other right holder. Trucks.com has the right, but not the obligation, to remove from the Services any files, material, information, software or other material Trucks.com believes is or may be, in its sole discretion, infringing or otherwise in violation of the rights of others.

If you believe in good faith that your copyright has been infringed, please provide a written communication regarding such belief to: Chief Legal Officer, Trucks.com International, LLC, 5001 W Lemon St, Tampa, FL 33609.



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8. Right to Restrict or Terminate Access

Trucks.com may deny or restrict your access to all or part of the Services without notice in its reasonable discretion if it deems that you have engaged in any conduct or activities that Trucks.com in its reasonable discretion believes violates the letter or spirit of any of these Terms. If Trucks.com denies or restricts your access to the Services because of such a violation, you shall have no right to obtain any refund or credit for the subscriptions fees you have paid.

In the event that these Terms or the Services are terminated for any reason or no reason, you acknowledge and agree that you will continue to be bound by these Terms. Following termination, you shall immediately cease use of the Services and any license granted to you under any agreement related to your use of the Services shall immediately terminate. Upon termination, Trucks.com reserves the right to delete all of your Content, data, and other information stored on Trucks.com's servers. Trucks.com will not be liable to you or any third party as a result of the termination of these Terms or the Services or for any actions taken by Trucks.com pursuant to these Terms as a result of such termination. Without limiting the generality of the foregoing, Trucks.com will not be liable to you or any third party for damages, compensation, or reimbursement relating to your use of the Services, or the termination thereof.

You may terminate these Terms by terminating your use of the Services and any related account. Trucks.com may terminate these Terms or suspend your use or access of the Services at any time upon written notice to you. Any sections or terms which by their nature should survive or are otherwise necessary to enforce the purpose of these Terms, will survive the termination of these Terms and termination of the Services. Termination of these Terms or the Services does not relieve you from your obligation to pay Trucks.com any amounts owed to Trucks.com.

9. Security

You acknowledge and agree that you are solely responsible for protecting your password and other personal information and for the consequences of not protecting such data. Access to our Services and to certain online transactions may involve the use of identification numbers, passwords, payment accounts or other individualized nonpublic information ("Private Documentation"). You shall use your best efforts to prevent unauthorized use of our Services, your account, or of any Private Documentation, and shall promptly report to Trucks.com any suspected unauthorized use or other breach of security. You shall be responsible for any unauthorized use of your account, identification numbers or passwords until we receive written notice of a breach of security and a request to block further access for such numbers and passwords. Trucks.com shall not be liable for any unauthorized use of payment accounts.

10. Disclaimer of Warranty

Actual service coverage, speeds, locations and quality may vary. Trucks.com will attempt to provide the Services at all times, except for limited periods for maintenance and repair. However, the Services may be subject to unavailability for a variety of factors beyond our control including emergencies, third-party service failures, transmission, equipment or network problems or limitations, interference, signal strength, and may be interrupted, limited or curtailed. Delays or omissions may occur. We are not responsible for data, messages or pages lost, not delivered, delayed or misdirected because of interruptions or performance issues with the Services or communications services or networks. We may impose usage or Services limits, suspend the Services, or block certain kinds of usage in our sole discretion to protect users or the Services. The accuracy and timeliness of data received is not guaranteed.



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YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. ALL SITE CONTENT AND THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, NONINFRINGEMENT, AVAILABILITY OR ACCURACY OF INFORMATION. TRUCKS.COM DOES NOT WARRANT THAT THE SERVICES WILL BE AVAILABLE, WILL MEET YOUR REQUIREMENTS OR WILL OPERATE IN AN UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE MANNER OR THAT ERRORS OR DEFECTS WILL BE CORRECTED. TRUCKS.COM DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES, OR CONDITIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SERVICES, IN TERMS OF THEIR ACCURACY, RELIABILITY, TIMELINESS, COMPLETENESS, OR OTHERWISE.

SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR CONDITIONS, OR ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. IN SUCH EVENT, TRUCKS.COM'S WARRANTIES AND CONDITIONS WITH RESPECT TO THE SERVICES WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW IN SUCH JURISDICTION.

11. Limitation of Liability

UNDER NO CIRCUMSTANCES WILL TRUCKS.COM, ITS AFFILIATES, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSORS OR OTHER THIRD PARTY PARTNERS ("TRUCKS.COM PARTIES") BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE, INABILITY TO USE, OR THE RESULTS OF USE OF OUR SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY; INCLUDING WITHOUT LIMITATION DAMAGES RESULTING FROM LOST PROFITS, LOST DATA, LOSS OF BUSINESS OR BUSINESS INTERRUPTION, WHETHER DIRECT OR INDIRECT, ARISING OUT OF THE USE, INABILITY TO USE, OR THE RESULTS OF USE OF OUR SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY.

A TRUCKS.COM PARTY'S TOTAL CUMULATIVE LIABILITY SHALL IN NO EVENT EXCEED THE GREATER OF: (A) THE AMOUNT YOU PAID TRUCKS.COM FOR YOUR USE OF THE SERVICES IN THE PRIOR THREE (3) MONTHS; AND (B) THE SUM OF ONE HUNDRED (100) US DOLLARS. SOME STATES OR JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY. IN SUCH STATES OR JURISDICTIONS, THE TRUCKS.COM PARTIES' LIABILITY TO YOU SHALL BE LIMITED TO THE FULL EXTENT PERMITTED BY LAW.

EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY TRUCKS.COM TO YOU AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS SECTION AND THE SECTION ABOVE WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THIS AGREEMENT.



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12. Indemnity

You agree to defend, indemnify and hold the Trucks.com Parties harmless from any claim or demand, including reasonable attorneys' fees, made by any third party arising out of or relating to (i) any violation of these Terms by you; (ii) your Content or any other content or material you submit or otherwise transmit through our Services; (iii) your violation of any rights of another; or (iv) your use of the Services. Trucks.com reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to defense by you.

13. Dispute Resolution

Excluding claims for injunctive or other equitable relief, for any claim where the total amount of the award sought is less than \$10,000, the party requesting relief may elect to resolve the dispute through binding non-appearance-based arbitration. In the event a party elects arbitration, they shall initiate such arbitration through an established alternative dispute resolution provider mutually agreed upon by the parties. The arbitration shall be conducted by telephone, online or be solely based on written submissions; the specific manner shall be chosen by the party initiating the arbitration. The arbitration shall not require any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties. Any judgment on the award rendered by the arbitrator shall be final and may be entered in any court of competent jurisdiction. You agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration each party waives any right to a jury trial.

14. Electronic Notices and Disclosures

You acknowledge and agree that Trucks.com may provide notices and other disclosures to you electronically by posting such notices or other disclosures on Trucks.com's website or by emailing it to you at any email address provided to Trucks.com by you. Such notices or other disclosures shall be considered received by you following the posting on the website or twenty-four (24) hours following the email being sent to you, as applicable. Any such electronic notice or other disclosure shall have the same effect and meaning as if it had been provided to you as a paper copy.

At any time, you can follow a link provided in our email messages (except for e-commerce confirmation or service notice emails) received from us to unsubscribe from the service, or you can contact us at legal@trucks.com. For SMS text messages, message and data rates may apply. Please contact your carrier for more details. It is your sole responsibility to check with your mobile service carrier for any charges that may apply. Trucks.com assumes no responsibility for any charges you incur due to your election to receive SMS text messages related to the Services. To stop receiving our text messages at any time, reply with text "STOP" to any message.

15. Changes to the Terms

We may add to, change or remove any part of these Terms, at any time without prior notice to you other than listing of a later effective date than the one set forth at the top of these Terms. Such modification shall be effective immediately upon posting at the Site. As your next visit to the Site or use of the Services may be governed by different Terms, we encourage you to look for a new effective date on these Terms when you visit the Site or use the Services. It is your responsibility to check these Terms periodically for changes. If we make any material changes to these Terms, we will endeavor to provide registered users with



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additional notice of any changes, such as at your e-mail address of record or when you log-in to your account.

Your use or continued use of the Services following the posting or notice of any changes to these Terms or any other posted policies shall constitute your acceptance of the changed Terms or policies.

16. Third-Party Terms & Content; Disclaimer

We do not control, and we are not responsible for, any data, content, services, or products (including software) that you access, download, receive or buy while using the Services. We may, but do not have any obligation to, block information, transmissions or access to certain information, services, products or domains to protect the Services, our network, the public or our users. We are not a publisher of third-party content accessed through the Services and are not responsible for the content, accuracy, timeliness or delivery of any opinions, advice, statements, messages, services, graphics, data or any other information provided to or by third parties as accessible through the Service.

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If you are accessing the Services through an application from the Apple App Store, you and Trucks.com agree to the following additional terms:

- Trucks.com and you acknowledge that these Terms are concluded between you and Trucks.com only, and not with Apple, and Trucks.com, not Apple, is solely responsible for the Services and the content thereof. Trucks.com and you agree to be bound by the App Store Terms of Service as of the Effective Date (which you acknowledge you have had the opportunity to review), including without limitation the Usage Rules (as defined in the App Store Terms of Service) (capitalized terms below have the definitions given to them in the App Store Terms of Service unless otherwise defined herein).
- You may only access the Services on an iOS product that you own or control and only as permitted by the Usage Rules set forth in the App Store Terms of Service.
- To the extent set forth herein or required by applicable law, Trucks.com is solely responsible for providing any maintenance and support services with respect to the Services. You acknowledge and agree that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Services.



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- Trucks.com, not Apple, is solely responsible for any product warranties set forth in these Terms, whether express or implied by law, to the extent not effectively disclaimed. In the event of any failure of the application to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the application to you; provided that, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Services, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty, if any, will be Trucks.com's sole responsibility, to the extent not disclaimed herein.
- Trucks.com and you acknowledge that Trucks.com, not Apple, is responsible for addressing any claims by you or any third party relating to the Services or your possession and/or use of the Services, including, but not limited to: (i) product liability claims; (ii) any claim that the Services fail to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
- Apple shall in no way be responsible for any claim (including any related investigation, defense, settlement or discharge thereof) that the Services or your possession and use of the Services infringe any third party's intellectual property rights.
- If you send SMS messages through Services, you acknowledge that standard text messaging rates or other carrier charges may apply to such use.
- If you authorize Trucks.com to access your Address Book on your iOS product, you acknowledge and agree that Trucks.com may access and use such data to invite share job with your contacts.

Trucks.com may send you Push Notifications and use your geo-location data if you authorize Trucks.com to do so. Additionally, the Services may incorporate the Google Maps API. Accordingly, if the Google Maps API is incorporated, by accessing or using our Services, you hereby agree to be bound by Google's Terms of Service (available at <http://www.google.com/intl/en/policies/terms/>) and Google's Privacy Policy (available at <http://www.google.com/privacy.html>).

17. Miscellaneous

These Terms, along with any rules, guidelines, or policies published on the Trucks.com homepage constitute the entire agreement between Trucks.com and you with respect to your use of our Services. If there is any conflict between the Terms and any other rules or instructions posted on the Services, the Terms shall control. No amendment to these Terms by you shall be effective unless acknowledged in writing by Trucks.com. Notwithstanding the foregoing, Trucks.com reserves the right, in its sole discretion, to modify these Terms or the policies referenced herein at any time as set forth above. These Terms shall be governed by, and construed in accordance with, the laws of the State of Florida, without reference to its choice of law rules. Subject to the arbitration provisions above, exclusive venue for any action arising out of or in connection with this agreement shall be in Tampa, Florida. The parties each hereby consent to the jurisdiction and venue in Tampa, Florida and waive any objections to such jurisdiction and venue. Notwithstanding the foregoing, you agree that Trucks.com shall be entitled to apply for injunctive remedies or other equitable relief in any jurisdiction. Subject to any applicable law to the contrary, you agree that any cause of action arising out of or related to the use of our Services must be commenced within one (1) year after the cause of action accrues, or such action will be permanently barred. If any portion of these Terms is found to be unenforceable or invalid for any reason, that provision will be limited or eliminated



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to the minimum extent necessary so that the rest of these Terms will otherwise remain in full force and effect. You may not assign your rights or obligations under these Terms without the prior written consent of Trucks.com. Trucks.com's failure to insist upon or enforce any provision of these Terms shall not be construed as a waiver of any provision or right. Any sections or terms which by their nature should survive or are otherwise necessary to enforce the purpose of these Terms, will survive the termination of these Terms and termination of the Services. All headings included in these Terms are included for convenience only, and shall not be considered in interpreting these Terms. These Terms do not limit any rights that Trucks.com may have pursuant to any intellectual property laws or any other laws. All rights and remedies available to Trucks.com, pursuant to this Agreement or otherwise, at law or in equity, are cumulative and not exclusive of any other rights or remedies that may be available to Trucks.com. In no event shall you seek or be entitled to rescission, injunctive or other equitable relief, or to enjoin or restrain the operation of the Services, or any other materials issued in connection therewith, or exploitation of the Services or any content or other material used or displayed through the Services. Except as otherwise expressly set forth herein, there shall exist no right of any person, other than you and Trucks.com, to claim a beneficial interest in these Terms or any rights occurring by virtue of these Terms. No independent contractor relationship, partnership, joint venture, employer-employee or franchise relationship is created by this Agreement.

If you have any questions, complaints, or claims, you may contact Trucks.com at:

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