TERMS OF SERVICE

Truck IT APP, LLC (“Truck IT”, “we”, or “our”) has created, controls and publishes this website (the “Site”).
Truck IT provides the Site and related programs, applications and services, including all associated online or digital documentation, as well as all updates and supplements provided by Truck IT (collectively, the “Services”), subject to your compliance with these Terms of Service (the “Agreement”). This Agreement sets forth Truck IT’s policies with respect to its operation of the Services. BY ACCESSING OR USING THE SERVICES, YOU REPRESENT AND WARRANT THAT: (A) YOU ARE A LEGAL RESIDENT OF THE UNITED STATES; (B) YOU ARE EITHER (I) AT OR ABOVE THE LEGAL AGE OF MAJORITY IN YOUR JURISDICTION OF RESIDENCE; (C) YOU OWN OR HAVE SUFFICIENT AUTHORIZATION TO USE THE COMPUTER, MOBILE DEVICE, TECHNOLOGY OR OTHER DEVICE YOU USE TO ACCESS THE SERVICES (EACH, A “DEVICE”); AND (D) YOU WILL ACCESS AND USE THE SERVICES IN ACCORDANCE WITH THIS AGREEMENT.

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE ACCESSING OR USING THE SERVICES. YOUR ACCESS TO OR USE OF ANY PART OF THE SERVICES CONSTITUTES YOUR ACCEPTANCE TO BE BOUND BY THIS AGREEMENT. IF AT ANY TIME YOU DO NOT ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MUST IMMEDIATELY DISCONTINUE ACCESSING OR USING THE SERVICES.

IF YOU ARE USING THE SERVICES ON BEHALF OF AN ORGANIZATION OR ENTITY (“ORGANIZATION”), THEN YOU ARE AGREEING TO THIS AGREEMENT ON BEHALF OF THAT ORGANIZATION, AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THE ORGANIZATION TO THESE TERMS. IN THAT CASE, “YOU” AND “YOUR” REFERS TO YOU AND THE ORGANIZATION.

You understand that the Services have been designed solely for use in the English (U.S.) language and that Truck IT makes no representations or warranties that the Services will be adapted for use in any other language or format, although Truck IT reserves the right to do so in its sole discretion.

Additional terms, such as the Truck IT Hauler Addendum or Truck IT Contractor Addendum, presented in conjunction with certain programs or features offered by the Services, and certain areas within these and/or other Services (“Additional Terms”), may govern these programs, features or areas. You must agree to those Additional Terms before using those programs, features or areas. The Additional Terms and this Agreement, taken together, apply to your use of those programs, features or areas. If there is an inconsistency between the Additional Terms and this Agreement, the Additional Terms shall control.

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1. PRIVACY AND PROTECTION OF PERSONAL INFORMATION
Please review the Truck IT Privacy Policy to learn about our practices regarding the collection, use, disclosure and protection of personal information. By using any part of the Services, you agree to the terms of the Truck IT Privacy Policy.

2. THE TRUCK IT PLATFORM
Truck IT provides a marketplace where customers, who may be owners, construction contractors, or other parties (each, a “Contractor”), who seek hauling services to certain destinations can be matched operators and haulers of trucks and other equipment (each, a “Hauler”) willing to transport materials to such destinations via the Services. You authorize Truck IT to match you with Contractors or Haulers based on factors such as your location, the estimated time to pick-up, your destination, the amount to be hauled, user preferences, and platform efficiency, and to cancel an existing match and rematch based on the same considerations. Any decision by you to offer or accept jobs or services via the Services is a decision made in your sole discretion. Each job or service provided by a Contractor to a Hauler shall constitute a separate agreement between such persons or entities.

3. ACCOUNTS, CANCELLATION
If you register for a Truck IT account to use the Services, you must complete the registration process specified on the Site by providing us with complete and accurate information as requested by such process. You must keep your registration data complete, accurate and up-to-date, and any loss caused by your failure to do so is your responsibility. After completing the registration process, you may be asked to choose a user name and password and a user name. It is your responsibility to maintain the confidentiality of your account and password, whether your password is with Truck IT or a third-party service. You are also responsible for all activities that occur under your account. You agree to notify Truck IT immediately of any unauthorized use of your account. Truck IT is not liable for any loss that you may incur because of someone else using your password or account. We may suspend or terminate your account if we have a reasonable belief that it is being used in connection with fraudulent activity, or you breach the Agreement or for any other reason we determine in our sole discretion, and also suspend or terminate your access to the Services, in whole or in part. You may have only one registered account at any given time. If we determine that you have multiple Truck IT accounts or are otherwise not in compliance with this Agreement, we may close your accounts and delete all data in the accounts.
You may cancel your Truck IT account at any time by notifying us at support@truckitapp.com or through a functionality enabled in the Services.

4. AUTHORIZED USERS

If you are an Organization, you may authorize certain users to access Services under your Truck IT account (“Authorized Users”). The first Authorized User in your Organization will be the administrator for your Organization and will automatically be granted administrative rights. An administrator can assign or remove administrative rights of other Authorized Users at any time. The Organization will ensure that all Authorized Users are over 18 years old.

You will prevent unauthorized use of the Services by your Authorized Users and terminate any unauthorized use of or access to the Services. Authorized Users may only be provisioned and registered by a single individual. You will promptly notify Truck IT of any unauthorized use of or access to the Services. Your Authorized Users must use the Services in compliance with this Agreement. You are responsible for use of the Services by your Authorized Users.

5. CONTRACTORS
If you are an Organization that is a Contractor, you will make payment for the Services pursuant to the terms the Truck IT Contractor Addendum between you and Truck IT, which shall form part of this Agreement and incorporate its terms.

6. HAULERS
If you are a Hauler, you will receive payment for your Services pursuant to the terms of the Truck IT Hauler Addendum between you and Truck IT, which shall form part of this Agreement between you and Truck IT.

7. DISCLAIMER OF WARRANTIES

TRUCK IT DOES NOT PROVIDE HAULING OR TRANSPORTATION SERVICES. IT IS UP TO THE CONTRACTOR AND HAULER TO ACCEPT JOBS POSTED THROUGH THE SERVICES. TRUCK IT CANNOT ENSURE THAT A CONTRACTOR OR HAULER WILL COMPLETE AN ARRANGED JOB OR SERVICE. TRUCK IT HAS NO CONTROL OVER THE QUALITY OR SAFETY OF THE JOB THAT OCCURS AS A RESULT OF THE SERVICES.

YOUR USE OF, AND RELIANCE ON, ANY ADVICE OR INFORMATION OBTAINED FROM OR THROUGH THE SERVICES IS AT YOUR OWN RISK. ALL CONTENT, INCLUDING SOFTWARE, PRODUCTS AND SERVICES, CONTAINED WITHIN OR AVAILABLE THROUGH THE SERVICES ARE PROVIDED TO YOU ON AN “AS IS,” “AS AVAILABLE” BASIS. TRUCK IT AFFILIATES, DISTRIBUTORS, SUPPLIERS, LICENSORS, AGENTS OR OTHERS INVOLVED IN CREATING, SPONSORING, PROMOTING, OR OTHERWISE MAKING AVAILABLE THE SERVICES, INCLUDING THE SITE AND ITS CONTENTS (THE “TRUCK IT PARTIES”) MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SERVICES OR THE INFORMATION, CONTENT OR MATERIALS PROVIDED IN CONNECTION WITH THE SERVICES. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE TRUCK IT PARTIES DISCLAIM ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, INFORMATIONAL CONTENT, TITLE, OR NON-INFRINGEMENT OF THE RIGHTS OF THIRD PARTIES. THE TRUCK IT PARTIES DO NOT WARRANT OR MAKE ANY REPRESENTATIONS THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICES AND/OR ITS SERVER WILL BE FREE OF VIRUSES AND/OR OTHER HARMFUL COMPONENTS. THE TRUCK IT PARTIES DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING SUITABILITY, AVAILABILITY, ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF ANY CONTENT OR MATERIAL OF ANY KIND CONTAINED WITHIN THE SERVICES FOR ANY PURPOSE.

THE TRUCK IT PARTIES ARE NOT RESPONSIBLE FOR ANY FAILURE TO ACCESS OR USE THE SERVICES OR FOR FAILURES CAUSED BY SERVER ERRORS, MISDIRECTED OR REDIRECTED TRANSMISSIONS, FAILED INTERNET CONNECTIONS, LOST, INTERRUPTED, OR UNAVAILABLE CONNECTIONS OF ANY KIND, MISCOMMUNICATIONS OR FAILED TRANSMISSIONS OF DATA, OR ANY COMPUTER VIRUS OR OTHER TECHNICAL DEFECT OR ERROR RELATING TO THE SERVICES.

TRUCK IT IS NOT RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER OF THE OR SERVICES. YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER USERS USING AND PARTICIPATING IN THE SERVICES, YOU AGREE TO ACCEPT SUCH RISKS AND AGREE THAT TRUCK IT IS NOT RESPONSIBLE FOR THE ACTS OR OMISSIONS OF USERS PARTICIPATING IN THE SERVICES.

LOCATION DATA PROVIDED BY THE SERVICES IS FOR BASIC LOCATION PURPOSES ONLY AND IS NOT INTENDED TO BE RELIED UPON IN SITUATIONS WHERE PRECISE LOCATION INFORMATION IS NEEDED OR WHERE ERRONEOUS, INACCURATE OR INCOMPLETE LOCATION DATA MAY LEAD TO DEATH, PERSONAL INJURY, PROPERTY OR ENVIRONMENTAL DAMAGE. NEITHER TRUCK IT, NOR ANY OF ITS CONTENT PROVIDERS, GUARANTEES THE AVAILABILITY, ACCURACY, COMPLETENESS, RELIABILITY, OR TIMELINESS OF LOCATION DATA TRACKED OR DISPLAYED BY SERVICES. ANY OF YOUR INFORMATION, INCLUDING GEOLOCATIONAL DATA, YOU UPLOAD, PROVIDE, OR POST ON THE SITE OR THE APP MAY BE ACCESSIBLE TO TRUCK IT AND CERTAIN USERS OF THE SERVICES.

A CONTRACTOR MAY CANCEL ANY JOB PLACED THROUGH THE SERVICES AT ANY TIME BEFORE THE SCHEDULED COMMENCEMENT OF THE JOB. THE TRUCK IT PARTIES ARE NOT RESPONSIBLE FOR ANY SUCH CANCELLATION AND DISCLAIM ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH CANCELLATION.

Exceptions
SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER, EXCLUSION OR LIMITATION OF CERTAIN WARRANTIES, LIABILITIES AND DAMAGES, SO SOME OF THE ABOVE DISCLAIMERS, EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, THE TRUCK IT PARTIES’ LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

8. LIMITATIONS ON LIABILITY
IN NO EVENT SHALL THE TRUCK IT PARTIES BE LIABLE TO ANY PERSON OR ENTITY WHATSOEVER FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, COMPENSATORY, CONSEQUENTIAL, OR PUNITIVE DAMAGES OR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO: (I) LOSS OF GOODWILL, PROFITS, BUSINESS INTERRUPTION, DATA OR OTHER INTANGIBLE LOSSES; (II) YOUR INABILITY TO USE, UNAUTHORIZED USE OF, PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES; (III) UNAUTHORIZED ACCESS TO OR TAMPERING WITH YOUR PERSONAL INFORMATION OR TRANSMISSIONS; (IV) THE PROVISION OR FAILURE TO PROVIDE ANY SERVICE; (V) ERRORS OR INACCURACIES CONTAINED IN THE SERVICES OR ANY MATERIALS OR CONTENT OBTAINED THROUGH THE SERVICES; (VI) ANY TRANSACTIONS ENTERED INTO THROUGH THE SERVICES; (VII) ANY PROPERTY DAMAGE INCLUDING DAMAGE TO YOUR DEVICE OR COMPUTER SYSTEM CAUSED BY VIRUSES OR OTHER HARMFUL COMPONENTS DURING OR ON ACCOUNT OF ACCESS TO OR USE OF THE SERVICES, INCLUDING ANY SITE TO WHICH THE SERVICES PROVIDE HYPERLINKS; OR (VIII) DAMAGES OTHERWISE ARISING OUT OF YOUR USE OF OR ACCESS TO THE SERVICES, OR THE CONTENT OF ANY SITE OR SITES LINKED TO FROM THE SERVICES. THESE LIMITATIONS OF LIABILITY SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF THE TRUCK IT PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. IN NO EVENT SHALL THE TRUCK IT PARTIES’ LIABILITY EXCEED THE TOTAL AMOUNT PAID BY YOU TO TRUCK IT, IF ANY, FOR ACCESSING THE SERVICES.

9. INDEMNIFICATION
You agree to defend, indemnify and hold harmless the Truck IT Parties from and against all claims, actions, demands, liabilities, costs and expenses, including, without limitation, reasonable attorneys’ fees, resulting from your breach of any provision of this Agreement, the Additional Terms, or any warranty you provide herein, or otherwise arising in any way out of your or your Authorized Users use of the Services and/or any software. You agree to cooperate fully with Truck IT in asserting any available defenses in connection with a claim subject to indemnification by you under this Agreement.

10. MODIFICATION/TERMINATION OF THE SERVICES

Truck IT may, in its sole discretion, modify, suspend, or terminate the Services and/or any portion thereof at any time for any reason with or without notice to you.

If your account is cancelled or terminated, you will no longer be authorized to use the Services, but you will still be bound by your obligations under this Agreement and any Additional Terms, including the warranties made by you, and by the disclaimers and limitations of liability. Truck IT shall not be liable to you or any third party for any modification, suspension or termination of the Services or your access to the Services.

Truck IT reserves the right to charge a fee for access to or use of the Services, including the Site, one of our mobile applications (each, an “App”) and any other services available through the Services, at any time in the future, and Truck IT will notify you of such fee. Any fee charged for access to or use of the Services will be inclusive of applicable taxes where required by applicable law. Your access to or use of the Services before such time does not entitle you to access or use without charge in the future. We may change the fee for the Subscription or any other Service from time to time and will notify you of any change. Changes to the subscription fee will take effect at the start of the next subscription period following the date of the fee change. By continuing to use the Services after the fee change takes effect, you accept the new fee.

11. SOFTWARE AND DOWNLOADS AVAILABLE THROUGH THE SERVICES
Any software that is made available in connection with the Services, including Apps, podcasts, audio or video streaming (“Software”) is owned or controlled by, or licensed to, Truck IT and is protected by copyright laws and international treaty provisions. Your and your Authorized Users’ use of the Software is limited to private, non-commercial use and is governed by the terms of the end user license agreement, if any, which accompanies the Software, including the Truck IT App License Agreement. Truck IT has no liability with respect to any Software owned or controlled by third parties. In the event of a conflict in the terms of the Truck IT App License Agreement and this Agreement, the terms of this Agreement shall control.

12. TECHNICAL SUPPORT
Truck IT will provide technical support in connection with your use of the Services, provided that you pay any required fees in advance. Your use of technical support services is governed by the policies and procedures described in the user manual, online documentation, and/or other materials provided by Truck IT relating to the Services. You understand that Truck IT may use any and all technical information provided by you for its own business purposes, including (but not limited to) product support and development.

13. INTERRUPTION OF SERVICE
Truck IT reserves the right to interrupt the Services from time to time on a regularly scheduled basis or otherwise, with or without notice, in order to perform necessary maintenance. You agree that Truck IT will not be liable for any interruption of the Services, or from any delay or failure to perform for any reason. You acknowledge that the Services may also be interrupted for reasons beyond the control of Truck IT, and Truck IT cannot make any assurances that You will be able to use the Services whenever You desire to do so.

14. USER CODE OF CONDUCT
In accessing and using the Services, you agree that you and your Authorized Users will not:
• Contact another user to to obtain or provide services outside of the Services, for any Job or service listed on the Site.
• Deliver any unsolicited advertisement, promotional materials, junk email, bulk email (also known as “spam”), chain letters, surveys or contests, or solicit participation in any pyramid schemes (unless it is on a page that explicitly states that such postings are allowed on that page).
• Deliver any unlawful postings to or through the Services, or any postings which advocate unlawful activity.
• Deliver, or provide links to, any postings containing material that
o could be considered harmful, obscene, pornographic, indecent, lewd, violent, abusive, profane, insulting, threatening, harassing, hateful or objectionable
o harasses, victimizes, degrades, or intimidates an individual or group of individuals because of religion, race, ethnicity, sexual orientation, gender, age, or disability
o is defamatory, false or libelous
o infringes or violates any intellectual property or other right of any entity or person.
• Deliver any posting that you do not have a right to make available under law or contractual or fiduciary relationships.
• Impersonate another person or entity or misrepresent your affiliation with a person or entity or adopt a false identity if the purpose of doing so is to deceive or defraud another.
• Manipulate identifiers, including by forging headers, to disguise the origin of any posting that you deliver.
• Use any robot, spider, site search/retrieval application, or other manual or automatic device or process to download, retrieve, index, data mine, or in any way reproduce or circumvent the navigational structure or presentation of any content available through the Services.
• Deliver any unauthorized posting containing personal information, such as phone numbers, social security numbers, account numbers, addresses or employer references.
• Use the Services in any manner which could damage, overburden or interfere with the use of the Services or other users’ Devices, or damage, disrupt or limit the functioning of any software, hardware, or telecommunications equipment.
• Attempt to gain unauthorized access to the Services, any related website, or other accounts, computer systems, or networks connected to the Services, through hacking, password mining, or any other means.
• Obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services, including by collecting information about others such as email addresses.
You represent and warrant that your use of the Services will at all times comply with all applicable federal, state and local laws, rules, regulations, ordinances and orders.

15. INTERACTIVE SERVICES AND USER MATERIALS
Interactive Services
The Services may offer certain services having interactive components such as bulletin boards, chat rooms, blogs, and forums (collectively, “Interactive Services”). The Interactive Services may be covered by Additional Terms, which appear on the pages where these services are available, in addition to the general terms provided below. The selection of available Interactive Services may change from time to time in Truck IT’s sole discretion.
User Materials
Truck IT does not control and is not responsible for any information or other materials delivered through the Services by you or other users, including any personal information and feedback data such as questions, comments and suggestions regarding the Services or any portion of the Services (collectively, “User Materials”). Truck IT is not obligated to and does not regularly review, prescreen, monitor, delete, or edit User Materials. However, Truck IT reserves the right to do so at any time in its sole discretion, and to refuse, delete, move or edit any User Materials, in whole or in part, with or without notice. Truck IT is not liable for damages of any kind arising from or related to any User Materials, including its refusal, alteration or deletion of any User Materials, even when it is advised of the possibility of such damages.
You are solely liable for all User Materials delivered to the Services using your account. Any violation of these provisions may subject your account to immediate termination and further legal action. You represent and warrant that you own or control all rights to the User Materials and that public posting and use of the User Materials by Truck IT will not violate the rights of any third party.
By providing or modifying any User Materials, you are granting Truck IT and its designees a royalty-free, fully paid, non-exclusive, irrevocable, perpetual, unrestricted, worldwide license to reproduce, publish, transmit, perform, display, sublicense, create derivative works from and use such User Materials (including any ideas, concepts, know-how or techniques contained in such User Materials) for any purpose whatsoever, including, without limitation, developing, manufacturing and marketing products incorporating such User Materials, alone or as a part of other works in any form, media or technology now or hereafter known. No credit, approval or compensation is due to you for any such use of User Materials you may provide. Truck IT also has the right, but not the obligation, to use your username (and real name, image, likeness or other identifying information, if provided in connection with User Materials), city and state in connection with broadcast, print, online or other use or publication of your User Materials. Please note that any User Materials you submit are and will be treated as non-confidential and non-proprietary as to you, unless specifically stated otherwise in our Privacy Policy.
The information and opinions expressed in User Materials are not necessarily those of Truck IT or its content providers, advertisers, sponsors, affiliated or related entities, and Truck IT makes no representations or warranties regarding that information or those opinions, and expressly disclaims any liability for User Materials. Truck IT does not represent or guarantee the accuracy, completeness or reliability of any User Materials and has no obligation to determine whether the User Materials violate the rights of others. Truck IT has no control over whether the User Materials are of a nature that you or other users might find offensive, distasteful or unacceptable. You acknowledge that any reliance on any User Materials submitted by other users will be at your own risk. You acknowledge that the some portions of the Site are “public,” and in addition to the license granted to Truck IT, other users will have access to your User Materials and might copy, modify or distribute them.
If you are aware of any User Materials which violate this Agreement, please contact us at support@truckitapp.com. Please provide as much detail as possible, including a copy of the underlying material, the location where Truck IT may find it, and the reason such User Materials should be removed. Please note that filing a complaint will not guarantee its removal, and Truck IT will only remove User Materials if it believes that removal is necessary. If any notice is based on an alleged copyright violation, please follow in the instructions set forth in the section entitled “Copyright Infringement.”
Other than those we specifically request, we do not accept unsolicited content or suggestions. This is to avoid any misunderstandings if your ideas are similar to those we have developed or obtained independently. However, if you submit any unsolicited content or suggestions to us, you will be deemed to have granted to us the same rights as are set out in this section with respect to User Materials. Without limiting those rights, you agree that Truck IT, our affiliates and our licensees are free to use any information contained in any communication you send to us for any purpose whatsoever without your approval and without any credit, notice or compensation to you.

16. REFERRAL PROGRAMS
The Services may allow you to spread the message about the Services, including referral programs that permit you to submit information from the Services about other persons (each, a “Referred Person”), including, without limitation, U.S.-based email addresses, wireless telephone numbers, names, street addresses and other contact information, so they may receive information and/or promotional offers concerning the Services. You should obtain the consent of the Referred Person prior to providing us with his or her contact information.
We reserve the right to limit the number of Referred Persons you can submit. We reserve the right to limit the number of communications with any Referred Person from time to time. A Referred Person must be of legal age of majority in his/her jurisdiction of residence, and be able to register for, or use, the Services. The contact information for a Referred Person must be valid and functioning for us to contact him or her about the Services. We will not be responsible for validating the contact information you provide. We may elect NOT to communicate with any Referred Person and/or e-mail address if he/she/it appears to be on any of our “do not contact” or “do not e-mail” lists. We may also reject the participation of any Referred Person if (a) the contact information provided by you is incorrect or not valid, (b) such individual has violated any provision of this Agreement, or (c) we determine in our sole discretion that the participation of such individual may be harmful to us, the Services, or any third party. We specifically disclaim any liability for such rejection.
We may send you a confirmation to inform you that the Referred Person has registered for an account. If you engage in improper behavior with respect to a referral program, as we determine in our sole discretion, we may discontinue providing the Services to you. We may also offer incentives or rewards in connection with a referral program, and any such incentives or rewards shall be subject to any Additional Terms which are deemed incorporated into, and subject to, this Agreement. We may suspend or terminate any or all referral programs without notice, reason or liability.

17. VOTING/RATING FEATURES
For any voting/rating features that are available through the Services, you must follow all instructions and limitations provided via the Services to submit your votes/ratings. Votes/ratings received from you in excess of any stated limitation will be disqualified. Payment or other consideration in exchange for votes/ratings is prohibited. Votes/ratings generated by script, macro or other automated means or any other means intended to impact the integrity of the voting/rating process as determined by us may be void. Truck IT is not liable for incorrect/inaccurate voting/rating information or for any error, omission, interruption, deletion or delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, votes/ratings. We may modify, terminate, or suspend the voting/rating or void any vote/rating should a virus, bug, non-authorized human intervention, action of voter/rater, or other cause impair the administration, security, or fairness of the voting/rating. We may disqualify any individual we find to be violating these terms, tampering with the voting/rating process, or acting in an unsportsmanlike or improper manner and void all associated votes/ratings. Our decisions with respect to all aspects of any voting/rating element are final and binding.

18. MOBILE DEVICES
Through use of the Services, you may be able to: (a) upload content to the Site via your mobile Device, (b) receive and reply to messages, or to access or make posts using text messaging, (c) browse the Site from your mobile Device and/or (d) access certain features you have downloaded and installed on your mobile Device (collectively the “Mobile Services”). In order to do so, you must have a mobile communications subscription with a participating carrier (or have the consent of the applicable subscriber) or have access to a mobile communications network. You are solely responsible for paying any service fees associated with any such access (including text messaging and data charges for each text message and any data you send and receive on your mobile Device, as applicable). You must provide all equipment and software necessary to connect to the Mobile Services, including, but not limited to, a mobile Device that is in working order and suitable for use in connection with the Mobile Services. You must ensure that your Device and/or software does not disturb or interfere with the Mobile Services, including the Site’s or any App’s operations. Any equipment or software causing interference will be immediately disconnected from the Mobile Services, and Truck IT may immediately suspend or terminate your further use of the Mobile Services. If any upgrade to the Mobile Services requires changes in your equipment or software, you must make these changes at your own expense. Unless explicitly stated otherwise, any additional features that augment or enhance the current Mobile Services will be subject to the terms and conditions of this Agreement. You agree to comply with any applicable laws in your use of the Mobile Services.

19. TRUCK IT COMMUNICATIONS
You agree to receive communications from Truck IT, including via e-mail, text message, calls, and push notifications. You agree that texts, calls or prerecorded messages may be generated by automatic telephone dialing systems, which may may include, but are not limited to, operational communications concerning your Truck IT account or use of the Services, updates concerning features of the Services, communications concerning promotions run by us or our third-party partners. Standard text messaging charges applied by your cell phone carrier will apply to text messages Truck IT sends.
IF YOU DO NOT WISH TO RECEIVE PROMOTIONAL EMAILS, TEXT MESSAGES, OR OTHER COMMUNICATIONS, YOU MAY OPT OUT OF SUCH COMMUNICATIONS AT ANY TIME VIA A FUNCTIONALITY PROVIDED BY THE SERVICES. YOU MAY ALSO OPT-OUT OF RECEIVING TEXT MESSAGES FROM INSTACART BY REPLYING “STOP” FROM THE DEVICE RECEIVING THE MESSAGES.

20. INTERNATIONAL USE/U.S. EXPORT CONTROLS
Accessing materials through the Services by certain persons in certain countries may not be lawful, and Truck IT makes no representation that materials provided through the Services are appropriate or available for use in locations outside the United States. If you choose to access the Services from outside the United States, you do so at your own risk.
The United States controls the export of any software downloadable from the Services. No software or any other materials associated with the Services may be downloaded, exported or re-exported to countries or persons prohibited under export control laws, or to anyone on the U.S. Treasury Department list of Specially Designated Nationals and Blocked Persons or the U.S. Commerce Department’s Table of Deny Orders. You are responsible for compliance with the laws of your local jurisdiction regarding the import, export, or re-export of any such materials. By using and/or downloading any such materials from the Services, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country to which such import, export, or re-export is prohibited or are not a person or entity to which such export is prohibited.

21. DISPUTES AND ARBITRATION
You agree that we may bring an action against you for your failure to pay any and all fees or other charges under this Agreement, including any Additional Terms, in the state or federal courts located in Atlanta, Fulton County, Georgia, and you unconditionally submit to the exclusive jurisdiction of those courts in connection with any such action.

You agree that all other disputes, claims and causes of action relating to this Agreement, the Additional Terms, the Services, and/or the Privacy Policy, shall be resolved individually, without resort to any form of class action, exclusively by confidential arbitration in Atlanta, Georgia, before a single arbitrator pursuant to the then-current arbitration rules of the American Arbitration Association. Any award rendered shall be final and conclusive upon the parties and a judgment thereon may be entered in the highest court of any forum, state or federal, having jurisdiction, provided, however, that the party that commences an action to enforce, vacate or otherwise modify an arbitration award shall not include any confidential information in such filing unless required to do so by applicable court rules and, if so required, shall take all reasonable actions to prevent the disclosure of such confidential information, including but not limited to moving for permission to make its initial filing under seal or filing a redacted version of its filing that omits such information. The parties to the arbitration will share equally the administrative costs of such arbitration proceedings. You agree to commence any arbitration proceeding with respect to this Agreement within one year after the claim arises. You agree that a proceeding commenced after this date is barred.

22. GENERAL
This Agreement and any Additional Terms shall be governed by, construed and enforced in accordance with the laws of the State of Georgia, as it is applied to agreements entered into and to be performed entirely within such state, without regard to conflict of law principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.
If any provision of this Agreement, or the application thereof to any person, entity or circumstances, is held invalid or unenforceable, then such provision shall be deemed superseded by a valid, enforceable provision that matches, as closely as possible, the original provision, and the other provisions of this Agreement (including any limitations of liability or other exclusions of damages) shall remain unaffected and in full force and effect.
The failure of either party to insist upon strict performance of any provision of, or to exercise any right available under, this Agreement shall not be construed as a waiver of any provision or right.
Unless expressly provided otherwise, this Agreement, together with any amendments and additional agreements you may enter into with Truck IT, constitutes the entire agreement between you and Truck IT with respect to the use of the Services and shall not be modified except in writing, signed by an authorized representative of Truck IT.
No party shall be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused directly or indirectly by a force majeure event. In any such event, the non-performing party shall be excused from any further performance and observance of the obligations so affected only for as long as such circumstances prevail and such party continues to use commercially reasonable efforts to recommence performance or observance as soon as practicable.
All representations, warranties and indemnification obligations made or undertaken by you will survive any cancellation or termination of your account.
You may not assign this Agreement or any Additional Terms, nor may you delegate or subcontract any of your obligations under this Agreement or any Additional Terms, in each case without the express prior written consent of Truck IT.
If you have any questions concerning this Agreement or the Services, please contact us at support@truckitapp.com.

23. INTELLECTUAL PROPERTY
Use of Intellectual Property
The Services, and its contents, including but not limited to text, photographs, graphics, video and audio material, software, Truck IT logos, titles, characters, names, and button icons (collectively “Intellectual Property”), are protected by copyright, trademark and other laws of the United States, as well as international conventions and the laws of other countries. The Intellectual Property is owned or controlled by Truck IT or by other parties that have provided rights thereto to Truck IT.
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Any trademarks, service marks, product names and company names or logos appearing in any part of the Services that are owned by Truck IT, its affiliates, licensors, or suppliers may not be used without express permission from the respective owner.
Unless otherwise expressly permitted, websites may not hyperlink to any page beyond the homepage of the Site, or frame or mirror the Site, or any web page or material contained within the Services, nor may any entity include a hyperlink to any aspect of the Services in an email for commercial purposes, without the express written permission of Truck IT.
Copyright Infringement
Truck IT respects the intellectual property rights of third parties and complies with the terms of the Digital Millennium Copyright Act (DMCA) regarding such rights. By submitting any User Materials through the Services, you are granting permission to have such User Materials posted on the Site or via any other of the media channels used for the Services and are representing that you are the rightful owner of the submitted material, and that no one else may claim rights to this material. Truck IT reserves the right to remove access to infringing material. Such actions do not affect any other rights Truck IT may have under law or contract. You can find our procedures for providing notice of alleged copyright infringement below.
Procedure for Making Claim of Copyright Infringement
If you believe that your work has been copied in a way that constitutes copyright infringement, you should send written notification thereof, in accordance with the provisions of the Digital Millennium Copyright Act (the “Notification”), to our Designated Agent, who can be reached as follows:
By mail:
DMCA Designated Agent
Truck IT APP, LLC
1438 W Peachtree Street,
Ste. 210
Atlanta, GA 30309
By Email: support@truckitapp.com

Pursuant to 17 U.S.C. § 512(c), to be effective, the Notification must include the following:
(i) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
(ii) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
(iii) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Truck IT to locate the material.
(iv) Information reasonably sufficient to permit Truck IT to contact the complaining party, such as an address, telephone number, and, if available, an email address.
(v) A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
(vi) A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
This process only relates to reporting a claim of copyright infringement. Messages related to other matters will not receive a response through this process.

24. MODIFICATIONS TO THIS AGREEMENT
Truck IT may modify this Agreement from time to time. If we make material changes to this Agreement, we will notify you by email or through a message posted on the Services. You agree that such modified Agreement will be effective thirty (30) days after our notice to you, except for changes that relate to new features or for legal reasons, which will become effective immediately. In any event, by continuing to use the Services after we have provided notice to you, you will have accepted the modified Agreement. If you do not agree to, or cannot comply with, the Agreement as amended, you must stop using the Services.