



## TruckPro Terms of Use Policy

Effective/Updated as of June 18, 2020

**Introduction.** TruckPro, LLC (“Company” or “we”) offers these websites under our operation and control, truckpro.com and our social media page, <https://www.facebook.com/truckproparts>, (collectively, the “Site”) to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the “Terms”). For information on the data privacy practices of Facebook, please see their Privacy Policy and Terms of Use.

The content available on the Site is intended to be used by residents of the United States, only.

The Site is available only to individuals and entities that can form legally binding contracts under applicable law. Without limiting the foregoing, the Site and the services offered by the Site are not available to minors. By using, viewing, transmitting, caching, storing and/or otherwise utilizing the Site, YOU HAVE AGREED TO, AND ARE LEGALLY BOUND BY, THE TERMS. IF YOU DO NOT AGREE TO THE TERMS, CEASE USING THE SITE IMMEDIATELY.

**Modification of These Terms.** We reserve the right in our sole discretion to change, modify, add, or remove the terms, conditions, and notices under which the Site is offered. It is your responsibility to check periodically for any changes we may make to these Terms. Your continued use of this Site following the effective date of changes to these Terms or other policies means you accept and consent to the changes.

**No Unlawful or Prohibited Use.** As a condition of your use of the Site, you warrant that you will not use the Site for any purpose that is unlawful or prohibited by these Terms, conditions, and notices. You will comply with all applicable laws, including but not limited to, privacy laws, intellectual property laws, export control laws, regulatory requirements, etc. You will use the Site in a professional manner and you will not use the Site in any manner that could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided through the Site.

In the event you gain access to information or material not intended to be accessed by you, you agree that you will immediately notify us and destroy all copies of such information in your possession and not forward such information to any third-parties. For this notice we may be contacted at [PrivacyContact@truckpro.com](mailto:PrivacyContact@truckpro.com).

You will not use any robot, spider, other automatic device, or manual process to monitor or copy the Site or the contents or information contained therein without our prior express written consent. You agree that you will not use any device, software or routine to interfere or attempt to interfere with the proper working of the Site or any transaction being conducted through the Site. You agree that you will not copy, reproduce, alter, modify, create derivative works, or publicly display any content (except for any information in which you have an



## TruckPro Terms of Use Policy

ownership interest) from the Site without our prior express written consent or the appropriate third party.

The information you provide to us (i) shall not contain any viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; and (ii) shall not create liability for us or cause us to lose (in whole or in part) the services of our ISPs or other suppliers.

If applicable, you may not permit anyone other than yourself to use your username or password to gain access to the Site. You will take reasonable steps to maintain the privacy of your username and password and to prevent unauthorized access to or disclosure of your username and password. You are entirely responsible for maintaining the confidentiality of your password and account and for all activities that occur under your account.

**Use of Communication Services.** The Site may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or within a group (collectively, "Communication Services"). You agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service. By way of example, and not as a limitation, you agree that when using a Communication Service, you will not:

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information.
- Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents.
- Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the Site or another's computer.
- Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages.
- Conduct or forward surveys, contests, pyramid schemes or chain letters.
- Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner.
- Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- Restrict or inhibit any other user from using and enjoying the Communication Services.
- Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service.



## TruckPro Terms of Use Policy

- Harvest or otherwise collect information about others, including e-mail addresses, without their consent.
- Violate any applicable laws or regulations.

Note that we have no obligation to monitor the Communication Services. However, we reserve the right in our sole discretion to review all activity and materials related to the Communication Services and to stop activity and remove any materials at any time, for any reason, without notice to you. We also reserve the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

Further, we reserve the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in our sole discretion. We shall not be liable to you for any loss you may incur as a result of our taking any action relating to removal, editing or disclosure to regulatory bodies or law enforcement, nor for the actions or inactions of other users, including anything contained in your or any third party's Contributions. You agree to indemnify us for any cost, expenses, damages or liabilities we incur due to your use of the Sites or otherwise relating to any of your Contributions.

Always use caution when giving out any personally identifying information about yourself or your children in any Communication Service. The Company does not control or endorse the content, messages or information found in any Communication Service and, therefore, the Company specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Managers and hosts are not authorized Company spokespersons, and their views do not necessarily reflect those of the Company.

Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you download the materials.

**Information Provided to the Company or Posted at Any Company Web Site.** Other than personal information that you may submit in order to submit an employment application through the Site, we do not claim ownership of the materials or information you provide to us (including feedback and suggestions) or post, upload, input or submit to any Site or its associated services (collectively "Submissions"). However, by posting, uploading, inputting, providing or submitting your Submission you are granting us, our affiliated companies and necessary sub licensees permission to use your Submission in connection with the operation of the Site and its businesses including, without limitation, the rights to: utilize, copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission; and to publish your name in connection with your Submission, except to the extent prohibited by law. None of the Submissions shall be subject to any obligation of confidence on our part and we shall not be liable for any use or disclosure of any Submissions. Without limitation of the foregoing, we shall be entitled to unrestricted use of the Submissions for any



## TruckPro Terms of Use Policy

purpose without compensation to the provider of the Submissions. All personal information provided to this Site will be handled in accordance with the Site's online Privacy Policy ([www.truckpro.com](http://www.truckpro.com)), the terms of which are incorporated into the Terms.

We are under no obligation to post or use any Submission you may provide and may in our sole discretion remove any Submission at any time, for any reason, without notice to you.

By posting, uploading, inputting, providing or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

In the course of using the Site, you may submit your personal data and/or the personal data of others. It is your responsibility to ensure this information is accurate and up-to-date.

**Links to Third Party Sites.** The Site may contain links to other web sites ("Linked Sites"). The Linked Sites are not under our control and we are not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. By providing these links, we do not endorse, sponsor or recommend such sites or the materials disseminated by or services provided by them, and are not responsible for the materials, services or other situations at or related to or from any other site. We are not responsible for webcasting or any other form of transmission received from any Linked Site. We are providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by us of the site or any association with its operators. We reserve the right to disable links from any third-party sites to the Site.

Please exercise discretion while browsing the Internet and using the Site. You should be aware that when you are using the Site, you could be directed to other sites that are beyond our control. There are links to other sites from the Site pages that take you outside of the Site. This includes links from sponsors and content partners that may use our logo(s) as part of a co-branding agreement. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive.

We cannot ensure that you will be satisfied with any products or services that you purchase from a third-party site that links to or from the Site or third-party content on the Site. We do not endorse any of the merchandise, nor have we taken any steps to confirm the accuracy or reliability of, any of the information contained in such third-party sites or content. We do not make any representations or warranties as to the security of any information (including, without limitation, credit card and other personal information) you might be requested to give any third party, and you hereby irrevocably waive any claim against with respect to such sites and third-party content. We strongly encourage you to make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties.



## TruckPro Terms of Use Policy

**Links to Third Party Integrations.** We may provide links to third party integrations. Third party integrations are websites or platforms that synchronize with our Site to provide you with additional functionality, tools, or services such as accepting job applications or providing locations.

You acknowledge and agree we are not responsible for the availability of such sites or resources and do not endorse and are not responsible or liable for any content, advertising, goods, services or other materials on, available through, or provided by such sites or resources.

We are not responsible for the privacy or other practices of such sites and cannot guarantee the security of any of your personal information that you provide or is collected by such sites. We encourage you to review the privacy policies and terms and conditions on those linked sites.

**Disclaimers and Limitation of Liability.** The Site and the materials located on or through the Site are provided by us for informational purposes only, with the understanding that we are by the provision of these materials not engaged in the rendering of legal, financial, or other professional advice or service. The information or materials contained in or through the Site are based upon sources believed to be accurate and reliable; and we have exercised reasonable care to assure the accuracy of the information. However, we make no representation or warranty as to the accuracy, completeness or timeliness of the information or materials. The information and material on this Site should not be relied upon or used as a basis for making significant decisions without consulting primary or more accurate, more complete or timelier sources of information. Any reliance on the information or material on this Site is at your own risk. **ADVICE RECEIVED VIA THE SITE SHOULD NOT BE RELIED UPON FOR PERSONAL, LEGAL OR FINANCIAL DECISIONS AND YOU SHOULD CONSULT AN APPROPRIATE PROFESSIONAL FOR SPECIFIC ADVICE TAILORED TO YOUR SITUATION.**

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. WE MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME.

WE MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE SITE FOR ANY PURPOSE.

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TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY AND/OR ITS SUPPLIERS OR THIRD-PARTY CONTENT PROVIDERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR ERRORS, OMISSIONS, INTERRUPTIONS, DEFECTS, DELAYS, COMPUTER VIRUSES, LOSS OF USE, DATA OR PROFITS, UNAUTHORIZED ACCESS TO AND ALTERATION OF YOUR TRANSMISSIONS AND DATA, AND OTHER TANGIBLE AND INTANGIBLE LOSSES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FROM ANY ACTIONS WE TAKE OR FAIL TO TAKE AS A RESULT OF EMAIL MESSAGES OR OTHER COMMUNICATIONS YOU SEND US, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF THE COMPANY OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

***Electronic Communications Privacy Act Notice (18 U.S.C. 2701-2711).*** WE MAKE NO GUARANTY OF CONFIDENTIALITY OR PRIVACY OF ANY COMMUNICATION OR INFORMATION TRANSMITTED ON THE SITE OR ANY WEB SITE LINKED TO THE SITE. WE WILL NOT BE LIABLE FOR THE PRIVACY OF THE INFORMATION, E-MAIL ADDRESSES, REGISTRATION AND IDENTIFICATION INFORMATION, DISK SPACE, COMMUNICATIONS, CONFIDENTIAL OR TRADE-SECRET INFORMATION, OR ANY OTHER CONTENT TRANSMITTED OVER NETWORKS ACCESSED BY THE SITE, OR OTHERWISE CONNECTED WITH YOUR USE OF THE SITE.

**Right to Refuse Service.** We may prohibit you from participating in or utilizing the Site if in our sole and absolute discretion you show a disregard for the Terms or act in an unacceptable manner, with the intent to annoy, abuse, threaten, or harass any other person, or in any other disruptive manner. We also reserve the right to refuse service, terminate accounts, remove or edit content or cancel orders in our sole and absolute discretion.

**Suspension of Site.** If for any reason any portion of the Site is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond our reasonable control which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Site, we reserve





## TruckPro Terms of Use Policy

the right (but not the obligation) in our sole and absolute discretion, to prohibit you and any other individual or entity from using the Site, and to cancel, terminate, modify or suspend the Site or any portion thereof and void such information.

**Limitation on Liability.** You also agree that we are not responsible or liable in any way for injury, loss or damage to your computer or interception or use of credit card information or personal information, related to or resulting from use of the Site or any sites, services or materials linked or related thereto or therefrom and also are not responsible or liable in any way for any injury, loss, claim or damage relating to or resulting from any part of the Site operating or not operating on computers or networks used by you or communicating with such computers or networks.

**Third Party Offerings.** To the extent we list or link to third party products or services, our Site acts as the venue for suppliers to sell products and services (or, as appropriate, solicit offers to buy) and buyers to purchase such products and services. We are not involved in the actual transaction between buyers and suppliers. As a result, we have no control over the quality, safety or legality of the items advertised, the truth or accuracy of the listings, the ability of suppliers to sell items or the ability of buyers to buy items. We cannot ensure that a buyer or supplier will actually complete a transaction.

**Information Provided by Other Users.** We do not control the information provided by other users which is made available through the Site. You may find other user's information to be offensive, harmful, inaccurate, or deceptive. Please use caution and common sense when using the Site. Please note that there are also risks of dealing with people acting under false pretense.

Although we intend that product descriptions contained in the Site be current and accurate, we make no warranty or representation that descriptions of products in the Site are accurate, complete, current, or reliable in any or all respects. In the event that a product described in the Site is not as described, your sole remedy is to return it in unused condition in accordance with the suppliers' return policy.

**Technical Inaccuracies.** The Site may contain technical inaccuracies or typographical errors or omissions. We are not responsible for any typographical, photographic, technical or pricing errors listed on our Site. We reserve the right to make changes, corrections and/or improvements to the Site, and to the products and programs described in such information, at any time without notice as described above in Modification of These Terms.

**Availability Outside the U.S.** The products and/or services described in and available through the Site may not be available in your country. We make no representation that the services or products offered in the Site are appropriate or available for use in any particular location. Those who choose to access the Site do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. If use of the Site and/or viewing or use of any material or content therein or services offered thereby violates or infringes any applicable law in your jurisdiction(s), you are not authorized to view or use the Site and must



## TruckPro Terms of Use Policy

exit immediately. Your viewing and/or use of the Site constitutes your representation that you are unconditionally and without limitation permitted to view and use the Site and the Company and its affiliates, and their owners, partners, franchisees, subsidiaries, officers, each of such person's or entities' directors, employees, contractors, agents, licensors and suppliers (collectively, the "Indemnified Parties") may rely upon such representation. The Site is operated from the United States and it is possible that some software from the Site or the products and services offered on the Site may be subject to United States export controls. Products and services described on the Site and software downloaded or otherwise exported or reexported from the Site are not intended for sale, download or export (i) into (or to a national or resident of any country that is subject to a U.S. or U.N. embargo or sanction or to anyone on the US Treasury Department's list of Specially Designated Nationals or anyone subject to the same or similar restrictions even if not listed or the US Commerce Department's Table of Deny Orders. downloading or using the software, products or services, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any of the above restricted lists or subject to such restrictions.

**Indemnification.** You agree to indemnify, defend and hold harmless Indemnified Parties, from and against any and all allegations, demands, claims, liabilities, damages, fines, losses, expenses, penalties or costs of whatsoever nature, including reasonable attorneys' fees and court costs, and whether by reason of death of or injury to any person or loss of or damage to any property or otherwise ("Claims") arising or resulting in any way from any violation of these Terms, the services or products provided to you as part of the Site or any related act or failure to act by you and whether or not occasioned or contributed to by the negligence of the Company or any agent or employee of the Indemnified Parties or any of them (except as and to the extent prohibited by applicable law) or Claims arising from your account, including, without limitation, any Claims related to infringement by you of the intellectual property rights of any person, including without limitation, copyright, patent, trade secret, trade mark, artist rights, droit moral, privacy, publicity or rights under other intellectual property laws. Without limiting the foregoing, if you cause a technical disruption of the Site or the systems transmitting the Site to you or others, you agree to be responsible for any and all losses, liabilities, expenses, damages and costs, including reasonable attorneys' fees and court costs, arising or resulting from that disruption. In the event that any Claim is made or any action or proceeding is brought against the Indemnified Parties, or any of them, arising out of or connected with the Terms, any such Indemnified Party may, by reasonable notice to you, require you, at your expense, to resist such Claim or take over the defense of any such action or proceeding and employ counsel for such purpose, such counsel to be subject to the prior written approval of such Indemnified Party, which approval shall be deemed to have been given hereby in the case of counsel acting for your insurance underwriters engaged in such resistance or defense. You shall cooperate with us in the defense of any Claim. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you.





## TruckPro Terms of Use Policy

**Termination/Access Restriction.** We reserve the right, in our sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, for any reason, without notice to you.

**Governing Law.** To the maximum extent permitted by law, these Terms are governed by the laws of the State of Tennessee and you hereby consent to the exclusive jurisdiction and venue of courts in Tennessee in all disputes arising out of or relating to the use of the Site. You also agree that any action at law or in equity arising out of or relating to the Terms shall be filed only in the United States District Court for the Western District of Tennessee. If there is no federal jurisdiction over the action, in the courts of the State of Tennessee located in Shelby County, Tennessee. You hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action.

Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph.

**General Terms.** The following general terms apply to you and your use of the Site:

You agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of these Terms or use of the Site.

Our performance of these Terms is subject to existing laws and legal process, and nothing contained in these Terms is in derogation of our right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by us with respect to such use.

If any part of these Terms is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms shall continue in effect.

Unless otherwise specified herein or agreed to by the user, these Terms constitute the entire agreement between the user and the Company with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and the Company with respect to the Site. A printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

**Electronic Signatures.** You represent and warrant that you have the legal right, power and authority to agree to the Terms on behalf of yourself and the member, buyer or supplier participating in the Site. You further agree that your use constitutes an electronic signature as



## TruckPro Terms of Use Policy

defined by the Electronic Signatures in Global and National Commerce Act ("E-Sign") and the Uniform Electronic Transactions Act ("UETA") and that you have formed, executed, entered into, accepted the terms of and otherwise authenticated the Terms and acknowledged and agreed that there Terms is an electronic record for purposes of E-Sign, UETA and the Uniform Computer Information Transactions Act and as such is completely valid, has legal effect, is enforceable, and is binding on, and non-refutable by you and the member, buyer or supplier on whose behalf you are acting.

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**Contact Us.** If you have any questions regarding this Policy, your privacy, or our policies in the event of a compromise of your information, you may contact us at:

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