

# Command Term of Service

## 1. Introduction and Agreement.

Thank you for your interest in the Trucker Path application for mobile devices (the “**Application**”) provided to you by Trucker Path, Inc. (“**Trucker Path**” “**us**” or “**we**”) and the Trucker Path COMMAND, [command.truckerpath.com](http://command.truckerpath.com) (the “**Site**”) as well as all related web-based platforms, web sites, networks, downloadable software, and other services provided by us and on which a link to these terms of service is displayed (collectively, with the Application and the Site, the “**Platform**”). This “**Agreement**” includes these Terms of Service, Trucker Path’s Privacy Policy ([www.truckerpath.com/command/privacy-policy](http://www.truckerpath.com/command/privacy-policy)) and such other terms and conditions that may from time to time be imposed upon your access to the Platform. If you do not agree with this Agreement, you may neither access the Platform nor use any of the services provided through the Platform. Your continued access of the Platform and use of the services provided through the Platform shall constitute your ongoing consent and agreement to any revisions and additions Trucker Path makes to this Agreement from time to time. This Agreement is a legally binding contract between you and Trucker Path governing access to the Platform and use of the services provided through the Platform. You may request a copy of this Agreement by emailing us at [support@truckerpath.com](mailto:support@truckerpath.com).

**BY DOWNLOADING, INSTALLING, OR OTHERWISE ACCESSING OR USING THE PLATFORM, YOU AGREE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE, YOU MAY NOT ACCESS THE PLATFORM OR USE ANY OF THE SERVICES PROVIDED THROUGH THE PLATFORM.**

**Publish Date: Jun 9 2023**

## 2. Material Terms.

Without in any way limiting the express language of the Agreement, you agree and acknowledge that this Agreement includes the following material terms:

1. License. The Application is licensed, not sold to you, and you may access the Platform and use the services provided through the Platform only as permitted in this Agreement.
2. Third Party Services. Certain services provided through the Platform may be subject to separate third-party terms of service and fees, including, but not limited to, the terms of service and fees imposed by your network operator (“**Mobile Carrier**”) including fees charged for data usage and overage, which are your sole responsibility.
3. Privacy. You consent to the collection, use and storage of your personally identifiable and non-personally identifiable information in accordance with Trucker Path’s Privacy Policy, including, but not limited to, the collection of your location information such as GPS coordinates.
4. Messaging. Messaging in, to, or about the Platform may occur via a variety of electronic communications mechanisms.
5. No Warranties. The Platform and services provided through the Platform are provided “as is,” without warranties of any kind and Trucker Path’s liability to you is limited.
6. Cancellation. Trucker Path offers a 7 day no questions asked cancellation policy effective from date of purchase. Cancellations must be made via a live telephone conversation via Trucker Path staff to be considered valid. Upon cancellation of your subscription to Trucker Path you will lose continued access to the Platform.

**(i) Pre-Paid Annual Subscriptions:** You may cancel your subscription at any time with a 30 day notice. No refunds will be given for unused portions of your subscription.

**(ii) Month to Month Subscription:** You may cancel your subscription with a 30 day notice. A one-month fee will be assessed for all monthly subscriptions.

**(iii) Free Trial Subscriptions:** Accounts are valid for 7 days before subject to payment. Users have to request cancellation in writing or with an Trucker Path employee within 7 days after payment to receive a

penalty free refund. Any cancellation request made after 7 days will be processed without a refund of their initial payment(s).

1. Automatic Renewal. The Services will automatically renew on a recurring-fees basis for a renewal period equal in time to the original subscription period unless terminated by either party in writing at least thirty (30) days prior to the expiration of the then-current term. You will be automatically charged the current prevailing applicable fees for such services using the payment method you have on file with us.
2. Application Requirements. The Application requires access to the certain services on mobile devices including, but not limited to, UDID, MAC address, or other applicable device identifier, phone state and identity, audio and microphone access and internet and data services.
3. iOS Devices. If you use the Application on an iOS-based device, you acknowledge and agree to the "Notice Regarding Apple" set forth below.
4. Use of Mobile Devices While Driving. Always drive vigilantly according to road conditions and in accordance with traffic laws. **BY USING THE MOBILE APPLICATIONS, YOU AGREE TO NOT USE THE SERVICES WHILE DRIVING. TRUCKER PATH SHALL HAVE NO LIABILITY OF ANY KIND OR NATURE WHATSOEVER FOR ANY FINES, VIOLATIONS, AND/OR ACCIDENTS THAT MAY OCCUR FROM ANY USER USING THE APPLICATION WHILE OPERATING A MOVING VEHICLE.**
5. Claims and Class Action Proceedings. **YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST TRUCKER PATH ONLY IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.**

### 3. Eligibility.

You must be at least eighteen (18) years of age to access the Platform and use the services provided through the Platform. By agreeing to this Agreement, you represent and warrant to Trucker Path: (i) that you are at least eighteen (18) years of age; (ii) that you have not previously been suspended or prohibited from accessing the Platform; and (iii) that your registration and your use of the Platform and the services provided through the Platform is in compliance with any and all applicable laws and regulations. If you are accessing the Platform or using the services provided through the Platform on behalf of an entity, organization, or company, you represent and warrant that you have the authority to bind such organization to this Agreement and you agree on behalf of such organization that it shall be bound by this Agreement.

### 4. Accounts and Registration.

To access most services provided through the Platform, you must register for an account. When you register for an account, you may be required to provide Trucker Path with information about yourself (such as your name, e-mail address and other contact information). You agree that the information you provide to Trucker Path shall be in all material respects accurate and that you will update and maintain such information in a currently accurate state at all times. When you register, you will be asked to provide a password. You are solely responsible for maintaining the confidentiality of your account and password. You agree to accept responsibility for all activities that occur in connection with your account. If you believe that your account is no longer secure, then you should immediately notify Trucker Path at support@truckerpath.com.

### 5. Scope of License.

The Application is licensed, not sold, to you for use only under the terms of this Agreement. Trucker Path reserves all rights not expressly granted to you. Subject to your complete and ongoing compliance with the terms and conditions of this Agreement, Trucker Path hereby grants you a personal, limited, revocable, non-transferable license to use the Application on any compatible device that you own or control, solely for your own use. You shall not (i) rent, lease, lend, sell, redistribute or sublicense the Application. You may not copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works from the Application, any updates, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or third party terms), or attempt to disable or circumvent any security or other technological measure designed to protect the Application or any content available through the Application. If you breach these license restrictions, or otherwise exceed the scope of any license granted by this Agreement, you may be subject to prosecution and damages, as well as liability for infringement of intellectual property rights. The terms of this Agreement will govern any updates provided to you by Trucker Path that replace and/or supplement the original Application, unless such upgrade is accompanied by a separate license in which event the terms of that license shall govern.

## 6. Paid Subscription Licenses.

Trucker Path may offer fee subscriptions for any or all parts of the Platform. If you elect to use a fee subscription service, you additionally agree that (i) you are expressly opting into using the fee subscription service, (ii) Trucker Path, in its sole discretion, may make or change the features or offers available for fee subscriptions at any time, (iii) you are bound by the terms and conditions of the payment platform you use to pay the subscription fee, (iv) any eligible refunds are processed solely through the payment method you used to pay the subscription fee, (v) refunds for any services you purchased will only be made within seven (7) days from original purchase date and any refunds requested after the seven (7) day period has expired, will be denied. Trucker Path may refuse or limit a refund depending on usage of services and other factors even within the seven (7) day period. All refunds will be processed as a one-time per subscriber courtesy.

## 7. Sweepstakes.

From time to time, Trucker Path may conduct sweepstakes or contests. Each sweepstakes shall have its own terms and conditions, set forth in the official rules for the specific sweepstakes.

## 8. Third Party Services and Linked Websites.

Trucker Path may provide features on the Platform that enable you to export information to third party services, including features that allow you to link your account on Trucker Path with an account with a third party service, such as Twitter or Facebook, or through the implementation of third party buttons (such as "like" or "share" buttons). By using any of these features, you agree that Trucker Path may transfer that information to the applicable third-party service. Third party services are not under the control of Trucker Path and Trucker Path shall have no obligation or responsibility of any kind or nature whatsoever for any third party service's use of your exported information. The Platform may also feature links to third party websites such as Transcredit and Saferwatch. Linked websites are not under the control of Trucker Path and Trucker Path shall have no obligation or responsibility of any kind or nature whatsoever for the content of any linked websites.

## 9. Content You Submit.

The Platform includes features that allow you to upload certain materials to Trucker Path's servers, to facilitate certain processing of those materials by Trucker Path, and to share those materials with your contacts and other users of the Platform. The following provisions apply to your use of such features to manage and share media content across the Platform. You agree that you shall be solely responsible for, and assume all liability and consequences for all text, audio, messages, photos, images, and all other media content that you submit through the Platform along with all associated metadata (which may include, but not be limited to, your device type, date, time, application and location data associated with the creation and/or submission of the particular content (collectively, the "User Content")). For clarification purposes, User Content shall not include data submitted to the Application that is used to enable features of the Application that are not designed specifically as User Content.

1. Ownership of User Content. You retain ownership of all of your rights in your User Content and Trucker Path shall not acquire any ownership of rights in your User Content. However, in order for Trucker Path to provide certain services through the Platform, Trucker Path needs certain permissions from you. Accordingly, you hereby grant Trucker Path a worldwide, non-exclusive, royalty-free, sublicensable and transferable license, without obligation, to use, reproduce, distribute, publish, display, perform, transmit, stream, broadcast, modify and otherwise utilize your User Content and modifications and derivatives thereof (including without limitation the right to include, append, integrate, embed, or incorporate advertising, and to format or otherwise adapt your User Content as Trucker Path, in its sole discretion, deems necessary or useful to conform to the requirements, limitations, or capabilities of the various formats, networks, devices, services, and media where your User Content may be implemented in connection with providing services to Trucker Path's users). You agree that Trucker Path is not obligated to publish any User Content, shall have the right to remove any User Content from the Platform at any time and for any reason, and is not obligated to pay or share any revenue or compensation with you in connection with your User Content, any associated advertising, or otherwise.
2. User Data. Users are able easily request their data to be permanently deleted via in-app channels as well as contacting our support channels at support@truckerpath.com.
3. License. By posting and sharing User Content with another user of the Platform, you grant that user a non-exclusive license to access and use that User Content as permitted by this Agreement and the functionality of the Platform.
4. Representations and Warranties. You represent, warrant, and covenant that (i) you either are the sole and exclusive owner of all User Content that you submit to the Platform, or you have all rights,

licenses, consents and releases that are necessary and appropriate to grant to Trucker Path the rights in such User Content as contemplated under this Agreement and (ii) neither the User Content you submit to the Platform nor your creation of, accessing, posting, submission or transmission of such User Content or Trucker Path's exercise of the rights granted to it to such User Content (or any portion thereof) will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights, rights of publicity, rights of privacy or other intellectual property or proprietary rights, constitute or result in defamation, libel, slander, or the violation of any applicable law or regulation (including without limitation restrictions on obscenity, child pornography, wiretap laws or other similar restrictions on nonconsensual recording, or otherwise), or give rise to any right of payment of any amounts to any third party.

5. **Objectionable User Content.** You agree not to submit User Content that: (i) is or could be interpreted to be infringing, defamatory, libelous, inaccurate, unlawful, harmful, threatening, abusive, harassing, vulgar, offensive, obscene, pornographic, hateful, or promotes discrimination, bigotry, racism, or hatred, or is inappropriate for the type of form or field on the Platform for which you are providing User Content, as determined by Trucker Path in its sole discretion; or (ii) introduces viruses, time-bombs, worms, cancelbots, trojans and/or other harmful code.

#### 10. Open Source and Third Party Software.

The Platform may include open source software or third party software. Any such software is made available to you under the terms of the applicable licenses.

#### 11. Digital Millennium Copyright Act.

**DMCA Notification.** Trucker Path respects the intellectual property rights of others and acts in accordance with our interpretation of the Digital Millennium Copyright Act, 17 U.S.C. § 512, as amended ("DMCA"). If you have an intellectual property rights-related complaint about material posted on the Platform, you may contact Trucker Path's Designated Copyright Agent at the following address:

45 Buchanan St  
Phoenix, AZ 85003  
E-mail: support@truckerpath.com.

1. **Notice of Infringement.** Any notice alleging that materials hosted by or distributed through the Platform infringe intellectual property rights must include the following information:

- (i) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other right that allegedly has been infringed;
- (ii) a description of the copyright-protected work or other intellectual property right that allegedly has been infringed;
- (iii) a description of the material that you claim is infringing and where it is located on the Platform;
- (iv) the address, telephone number, and email address of the party alleging the infringement;
- (v) a statement by the party alleging the infringement that such party has a good faith belief that the use of those materials on the Platform is not authorized by the copyright owner, its agent, or the law;
- (vi) a statement by the party alleging the infringement that the information contained in the notice is accurate and that, under penalty of perjury, such party is the copyright or intellectual property owner or is authorized to act on the copyright or intellectual property owner's behalf.

1. **Repeat Infringers.** Trucker Path may promptly terminate without notice the accounts of users that are determined by Trucker Path to be "Repeat Infringers." A repeat infringer is a user who has been notified of infringing activity or has had User Content removed from the Platform on more than one occasion.

#### 12. Third Party Materials and Linking to Third Party Sites.

Certain portions of the Platform may include, display, or make available content, data, information, applications or materials from third parties ("**Third Party Materials**"). You acknowledge that by using the Platform, you may encounter Third Party Materials and other content, such as third party advertisements and promotional content (collectively, "**Content**"), that may be deemed offensive, indecent, or objectionable, which Content may or may not be identified as having explicit language or that may automatically and unintentionally contain links or references to objectionable material. Nevertheless, you agree to use the

Platform at your sole risk and that Trucker Path shall not have any liability to you for any Content that may be found to be offensive, indecent, or objectionable, or that is inaccurate, incomplete, untimely, invalid, illegal, indecent, of poor quality or otherwise. The Platform may provide links to third party sites. Your use of and access to such sites is completely voluntary and not required to access the Services or use the Platform. The linked sites are not under the control of Trucker Path, and Trucker Path shall have no responsibility for the content of any linked site or subsequent links from that site to other sites, or for the security of any of your personal information that may be compromised by accessing such sites. Trucker Path may provide such links as a courtesy to our users, but such links shall not under any circumstances constitute Trucker Path's endorsement of any linked site.

### 13. Use of the Platform.

Your rights to use the Platform are expressly conditioned on the following:

1. Proprietary Information. You agree and understand that the Platform, including any Content therein, contains proprietary content, information and material that is protected by applicable intellectual property and other laws, including but not limited to copyright, and that you shall not violate, or encourage others to violate, any right of a third party, including by infringing or misappropriating any third party intellectual property right, or otherwise engage in the unauthorized use of any proprietary content, information or materials.
2. Derivative and Other Works. Unless expressly permitted, you shall not alter, modify, create derivative works of, sell, license or in any way exploit any part of the Platform, and you agree not to copy, reproduce, distribute, publish, display, perform, transmit, stream or broadcast any part of the Platform without prior written authorization.
3. Bypass of Security. You shall not bypass any security or other features of the Platform designed to control the manner in which the Platform is used, harvest or mine content from the Platform, or otherwise access or use the Platform in a manner inconsistent with individual human usage.
4. Extraction of Data. You shall not to use any robot, spambot, spider, crawler, scraper or other automated means or interface not provided by us to access the Platform or to extract data.
5. Fraudulent Activity. You shall not perform any fraudulent activity, including impersonating any person or entity, or accessing any other Platform account without permission.
6. Reverse Engineering. You shall not decipher, reverse engineer, decompile or disassemble the Platform or the Content, or the software used to provide the Platform or the Content, in whole or in part, or authorize, direct, or cause a third party to do so.
7. Framing. You shall not use, display, mirror, frame or utilize framing techniques to enclose the Platform or any content, or any portion thereof, unless and solely to the extent Trucker Path makes available the means for embedding any part of the Platform or any content.
8. Non-Public Areas. You shall not access, tamper with, or use non-public areas of the Platform, Trucker Path's (and its hosting company's) computer systems and infrastructure, or the technical delivery systems of Trucker Path's providers.
9. Harassing Conduct. You shall not use the Platform in any manner to harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any other party, and that Trucker Path is not in any way responsible for any such use by you, nor for any harassing, threatening, defamatory, offensive or illegal messages or transmissions that you may receive as a result of using the Platform.
10. Driving. You shall (i) not use the Platform while driving and (ii) only use the Platform after you have stopped your vehicle in an appropriate location permitted by law or have a passenger other than the driver use the Platform, provided it does not interfere with the due course of driving and does not distract the driver.
11. Third Party Fees. You acknowledge and agree that your use of the Application may incur third party fees, such as fees charged by your Mobile Carrier for data usage, and may be subject to third party terms, such as your Mobile Carrier's terms of service, and you agree to pay all such fees and abide by all such terms.
12. Competition. You shall not use the Platform for the purpose of competing with Trucker Path with respect to the services offered through the Platform or otherwise. You agree any attempt by you to compete with Trucker Path shall create irreparable harm to Trucker Path.

13. Violation. You shall not do any of the acts described in this Section 13, or to assist or permit any person in engaging in any of the acts described in this Section 13. Any violation of this Section 13 may result in termination of your account, and Trucker Path may seek other relief in law or in equity for such violation.

#### 14. Location Based Services.

Some of the features of the Platform enable Trucker Path to tailor your experience based on your location ("**Location-based Services**") including, but not limited to, offers, event updates, advertisements, and other announcements available to you based on your location. In order to use certain Location-based Services, you must allow Trucker Path access to your localized position ("**Location Data**") through your device, which Trucker Path may accomplish through a variety of means, including GPS location, GeoIP, or other available mechanisms. Without limiting the foregoing, even if you have not expressly granted Trucker Path access to your Location Data, Trucker Path may nonetheless have access to location information contained in media content metadata, to the extent you have enabled the application originating such media content to capture and store Location Data. If you choose to disable Location-based Services on your device or to the Application, you will not be able to utilize certain features of the Platform. By authorizing Trucker Path to access your Location Data or media files containing location based metadata, you agree and acknowledge that (i) Location Data we collect from you is directly relevant to your use of the Platform; (ii) Trucker Path may, for so long as you allow Trucker Path to access such Location Data or metadata, provide Location-based Services related to your then-current location; and (iii) Trucker Path may collect, use, store, and/or aggregate your Location Data. PLEASE NOTE THAT LOCATION DATA MAY NOT BE ACCURATE, WHETHER COLLECTED ORIGINALLY BY THE APPLICATION OR A THIRD PARTY APPLICATION ORIGINATING A PIECE OF MEDIA CONTENT, AND TRUCKER PATH DISCLAIMS ANY AND ALL WARRANTIES RELATED TO LOCATION DATA AND LOCATION-BASED SERVICES. Trucker Path may use third party services as part of its Location-based-Services, including but not limited to Google maps. By using our applications you agree to be bound to the terms of such Location-based-Services. For Google such terms can be found here: <https://policies.google.com/privacy?hl=en-US>.

#### 15. Consent to Use of Data.

You agree that Trucker Path may collect and use Location Data, technical data and related information, including but not limited to UDID and other technical information about your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to you (if any) related to the services provided through the Platform, and to track and report your activity inside of the Platform, including for analytics purposes. If you are located outside of the United States, you expressly consent to the transfer and processing of your data outside your home jurisdiction. Please see Trucker Path's Privacy Policy for more information regarding information Trucker Path collects and how it uses and discloses that information.

#### 16. Feedback.

While Trucker Path is continually working to develop and evaluate our own product ideas and features, we appreciate the interests, feedback, comments, and suggestions we receive from our user community. If you choose to contribute by sending Trucker Path or our employees any ideas for products, services, features, modifications, enhancements, refinements, technologies, content offerings, promotions, strategies, product/feature names, or any related documentation, artwork, computer code, diagrams, computer code, or other materials (collectively "Feedback"), then regardless of what your accompanying communication may say, the following terms shall apply, so that future misunderstandings can be avoided. Accordingly, by sending Feedback to Trucker Path, you agree that:

1. No Obligation. Trucker Path has no obligation to review, consider, or implement your Feedback, or to return to you all or part of any Feedback for any reason.
2. Confidentiality. Feedback is provided on a non-confidential basis, and Trucker Path is not under any obligation to keep any Feedback you send confidential or to refrain from using it in any way;
3. License. You irrevocably grant Trucker Path and its successors and assigns a perpetual and unlimited license to use, reproduce, modify, distribute, display, and perform the Feedback and derivatives thereof for any purpose and without restriction, free of charge and without attribution of any kind, including by making, using, selling, offering for sale, importing, and promoting commercial products and services which incorporate or embody the Feedback whether in whole or in part, and whether as provided or as modified.

#### 17. Ownership.

The Platform, and all content, media and materials contained therein, including all intellectual property rights therein, are the sole and exclusive property of Trucker Path and its licensors, provided that your User Content, and your intellectual property rights therein, remain your property. Except for the limited license expressly granted by and to you under this Agreement, no other rights, licenses, or immunities are granted or shall be deemed to be granted under this Agreement, either expressly, or by implication, estoppel or otherwise. All rights not expressly granted by Trucker Path in this Agreement are expressly reserved.

#### **18. Termination.**

This Agreement shall remain effective until terminated by you or Trucker Path. Your rights under this Agreement and the revocable license granted herein will terminate automatically without notice from Trucker Path if you fail to comply with any term(s) of this Agreement (including your violation of any license restriction provided herein). In addition, Trucker Path may in its sole discretion terminate your user account or suspend or terminate your access to the Platform at any time, with or without notice. Trucker Path also reserves the right to modify or discontinue the Platform at any time (including by limiting or discontinuing certain features of the Platform) without notice to you. We will have no liability whatsoever on account of any change to the Platform or any suspension or termination of your access to or use of the Platform. You may terminate this Agreement at any time by uninstalling the Application and ceasing use of the Platform. Upon any termination of the Agreement, you must immediately cease all access to the Platform and the use of any services provided through the Platform, and destroy all copies, full or partial, of the Application. Section 1 and Sections 3 through 31 will survive termination of this Agreement for any reason.

#### **19. Indemnification.**

You will indemnify, defend and hold Trucker Path, its affiliated entities and their respective members, managers, officers, directors, employees, agents, contractors, attorneys, representatives, successors and assigns (each, an "Indemnified Party" and collectively, the "Indemnified Parties") harmless from and against any and all claims, damages, losses, costs, liabilities or expenses including, without limitation, attorneys' and experts' fees and costs incurred in connection with any judicial or non-judicial third-party claim, demand or action (each, a "Claim"): (a) arising out of or allegedly arising out of (i) your use of the Platform (ii) your breach of this Agreement, (iii) material submitted to Trucker Path for use in providing the Services, including, but not limited to, any claim that the use of your material infringes upon or violates any Intellectual Property Right of any third party or is inaccurate or misleading in any respect, (iv) your negligence or willful misconduct, or (v) your violation of or failure to comply with any applicable law, regulation or government agency guideline, including without limitation any federal or state privacy or consumer protection laws, demanding compensation or benefits, or pursuing any employment-related Claim, by any of your employees or contractors. Trucker Path may, but shall not be obligated to, participate in the defense of any Claim. You will not settle any Claim against an Indemnified Party without Trucker Path's prior written consent. In the event of a Claim against an Indemnified Party, Trucker Path may terminate this Agreement, any registration, account or Subscription without any liability of any kind or nature whatsoever. All Claims and disputes arising under or relating to this Agreement are to be determined by binding arbitration in the State of Arizona in accordance with the rules of the American Arbitration Association. Any arbitration award may be confirmed by an Arizona court of competent jurisdiction. In no event shall the total liability of Trucker Path to you for all damages, losses, and causes of action arising from this Agreement exceed the sum of all payments made to Trucker Path for Services as defined in this Agreement.

#### **20. LIMITATIONS ON LIABILITY.**

TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER TRUCKER PATH NOR ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AFFILIATES AND/OR AGENTS SHALL BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SIMILAR DAMAGES WHATSOEVER INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES RESULTING FROM: (I) ERRORS, MISTAKES, OR INACCURACIES OF OR IN ANY INFORMATION ON THE PLATFORM; (II) ANY PERSONAL INJURY OR PROPERTY DAMAGE RELATED TO YOUR USE OF THE SERVICES; (III) ANY INTERRUPTION OR CESSATION OF TRANSMISSION OF THE SERVICES; AND/OR (IV) EVENTS BEYOND TRUCKER PATH'S REASONABLE CONTROL, INCLUDING ANY INTERNET FAILURES, EQUIPMENT FAILURES, ELECTRICAL POWER FAILURES, STRIKES, LABOR DISPUTES, RIOTS, INSURRECTIONS, CIVIL DISTURBANCES, SHORTAGES OF LABOR OR MATERIALS, FIRES, FLOODS, STORMS, EARTHQUAKES, EXPLOSIONS, ACTS OF GOD, WAR, TERRORISM, GOVERNMENTAL ACTIONS, ORDERS OF COURTS, AGENCIES OR TRIBUNALS OR NON-PERFORMANCE OF THIRD PARTIES. YOU ACKNOWLEDGE AND AGREE THAT THESE LIMITATIONS OF LIABILITY ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR PROVISION OF THE SERVICES TO YOU, AND SUCH LIMITATIONS WILL APPLY EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES. YOU ACKNOWLEDGE AND AGREE THAT UNDER NO CIRCUMSTANCES SHALL TRUCKER PATH HAVE ANY LIABILITY TO YOU FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR OTHER

SIMILAR DAMAGES OF ANY KIND OR NATURE WHATSOEVER ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE RELATIONSHIP OF THE PARTIES HEREUNDER OR ANY OF THE SERVICES. FURTHERMORE, TRUCKER PATH SHALL HAVE NO LIABILITY FOR ANY LOST PROFITS OR REVENUE INCLUDING, BUT NOT LIMITED TO, ANY LOSSES INCURRED AS THE RESULT OF THE LOSS OF USE OF ANY OF THE SERVICES, LOSS OF ANY DATA FROM ANY CAUSE, BUSINESS INTERRUPTION OR OTHER SIMILAR LOSSES. TRUCKER PATH'S TOTAL LIABILITY FOR ALL CLAIMS OF EVERY KIND AND NATURE WHATSOEVER UNDER THIS AGREEMENT REGARDLESS OF THE MANNER IN WHICH THE CLAIMS ARE ASSERTED INCLUDING, BUT NOT LIMITED TO, ANY CLASS ACTION, SHALL NOT EXCEED IN THE AGGREGATE THE TOTAL FEES YOU HAVE PAID DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE ASSERTION OF SUCH CLAIMS.

#### **21. NO WARRANTY.**

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE PLATFORM, INCLUDING YOUR RELIANCE ON ANY ANNOUNCEMENT THAT IS TRANSMITTED OR RECEIVED ON OR THROUGH THE PLATFORM, IS AT YOUR SOLE RISK. WITHOUT LIMITING THE FOREGOING, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PLATFORM, INCLUDING ALL SERVICES, MATERIALS AND CONTENT AVAILABLE THROUGH THE PLATFORM, ARE PROVIDED "AS IS" AND "AS AVAILABLE", AND TRUCKER PATH HEREBY DISCLAIMS, ON BEHALF OF ITSELF AND ITS SUPPLIERS AND LICENSORS, ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE PLATFORM, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, TITLE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. TRUCKER PATH DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE PLATFORM, THAT THE FUNCTIONS CONTAINED IN OR SERVICES PERFORMED OR PROVIDED BY THE PLATFORM WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE PLATFORM WILL BE CORRECTED. TRUCKER PATH EXPRESSLY DISCLAIMS ANY WARRANTIES RELATING TO THE ACCURACY OF MAPS, CONTENT, ROAD CONDITIONS, DRIVING DIRECTIONS, OR NAVIGATION ROUTES PRESENTED OR DISPLAYED IN OR BY THE PLATFORM. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU, BUT IN SUCH A CASE THE FOREGOING SHALL BE APPLIED TO THE GREATEST EXTENT ENFORCEABLE UNDER APPLICABLE LAW.

#### **22. Third Party Disputes.**

TRUCKER PATH IS NOT AFFILIATED WITH ANY CARRIER, SERVICE PROVIDER, OR ADVERTISER, AND ANY DISPUTE YOU HAVE WITH ANY CARRIER, SERVICE PROVIDER, ADVERTISER, OR OTHER THIRD PARTY, INCLUDING WITHOUT LIMITATION ANY OTHER USER OF THE TRUCKER PATH PLATFORM, IS DIRECTLY BETWEEN YOU AND SUCH THIRD PARTY, AND YOU IRREVOCABLY RELEASE TRUCKER PATH (AND TRUCKER PATH'S OFFICERS, DIRECTORS, AGENTS, SUBSIDIARIES, JOINT VENTURES AND EMPLOYEES) FROM CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE §1542, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

#### **23. Governing Law.**

The laws of the State of Arizona shall govern this Agreement and your use of the Platform. To the extent that any action relating to this Agreement is permitted to be brought in a court of law, such action shall be subject to the exclusive jurisdiction of the state and federal courts located in Phoenix, Arizona and you hereby irrevocably submit to personal jurisdiction in such courts.

#### **24. International Use.**

The Platform is controlled and operated from within the United States. Trucker Path makes no representation that the Platform is appropriate or available in locations outside the United States. Those who choose to access the Platform from other locations are responsible for compliance with applicable laws. International users must comply with all local rules regarding online conduct and acceptable content including, but not limited to, laws regulating the collection, export, use or storage of data from the United States or your country of residence.

#### **25. Modification of this Agreement.**

Trucker Path reserves the right, in its sole discretion, to modify this Agreement on a going-forward basis at any time, with or without prior notice, and such changes will be effective as provided herein. In the case of material changes to this Agreement, Trucker Path will make reasonable efforts to notify you of the change,

by sending an email to any address you may have used to register for an account, through a pop-up window on the Platform, or other similar mechanism. Any modification to the Agreement will be effective upon the earlier of (i) your first use of the Platform with actual notice of such change, or (ii) 30 days from posting of such change on the Platform. Your use of the Platform following the date that any such change becomes effective constitutes your agreement to be bound by the modified Agreement. If you do not agree to the modified Agreement, your sole and exclusive remedy is to terminate your account and cease use the Platform. Disputes arising under this Agreement will be resolved in accordance with the version of the Agreement that was in effect at the time the dispute arose.

## 26. General.

1. Entire Agreement. This Agreement, together with the Trucker Path Privacy Policy and any other applicable policies and guidelines, constitute the entire agreement between you and Trucker Path with respect to the subject matter contained in this Agreement.
2. Headings. Titles and section headings in this Agreement are for the purpose of reference, are inserted for convenience only and shall in no way limit, define, or otherwise affect the provisions of this Agreement.
3. Independent Contractors. The relationship between you and Trucker Path is that of independent contractors. Neither you, on one hand, nor Trucker Path, on the other hand, has or will have any power to bind the other or to create any obligation on behalf of the other, nor shall either represent that it has any such power.
4. No Representations or Warranties. Other than as specifically set forth herein, there are no other representations, agreements, arrangements, or other understandings, oral or written, between you and Trucker Path with respect to the subject matter of this Agreement. Additional terms and conditions to this Agreement will not be valid or enforceable unless approved in writing by both you and Trucker Path.
5. No Waiver. The failure by either you or Trucker Path to enforce any provision or provisions of this Agreement shall not in any way be construed as a waiver of any such provision or provisions, or prevent you or Trucker Path from thereafter enforcing that provision or provisions and every other provision of this Agreement.
6. Severability. The provisions of this Agreement are severable, and if any one or more provisions are determined by a court of competent jurisdiction to be unenforceable, in whole or in part, then the remaining provisions shall nevertheless be binding and enforceable.
7. Binding Effect. Except as otherwise provided herein, this Agreement is binding upon and inures to the benefit of you and Trucker Path and, as applicable, the heirs, devisees, executors, administrators, legal representatives, successors in interest and assigns of you and Trucker Path.
8. Notices. All notices and other communications required or permitted to be sent under this Agreement shall be in writing and sent to: (i) you at the address specified in your registration as the same may be amended from time to time and (ii) Trucker Path to the Trucker Path at the address specified at the end of this Agreement. Notice shall be deemed effective upon: (i) receipt when delivered personally, (ii) written verification of receipt from overnight courier, (iii) verification of receipt of registered or certified mail, or (iv) verification of receipt via email.
9. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Arizona.
10. Dispute Resolution. You and Trucker Path shall use best efforts to resolve any and all Claims and disputes arising under this Agreement, first through good faith negotiations and without initially resorting to litigation or other similar proceedings; provided, however, that either you or Trucker Path shall be entitled to: (i) seek injunctive relief in any court of competent jurisdiction to avoid irreparable harm for breach of this Agreement; or (ii) commence litigation in the venue set forth below to avoid a Claim being barred by an applicable statute of limitations, without first attempting to resolve such Claim or dispute through good faith negotiations or mediation. If you and Trucker Path are unable to resolve any Claim or dispute via good faith negotiations, then you and Trucker Path shall, prior to commencement of any legal action or suit, participate in non-binding mediation proceedings, with a mediator chosen jointly by you and Trucker Path and with the costs of mediation divided equally between you and Trucker Path. Should mediation not result in a mutually acceptable agreement and resolution of the Claim, then the claiming party shall be entitled, if it so elects, to institute and prosecute proceedings in any court of competent

jurisdiction, either at law or in equity, to obtain damages for breach of this Agreement. Notwithstanding the foregoing, neither party shall be prevented from seeking an injunction at any time.

11. Venue. With respect to any dispute involving this Agreement, venue shall lie exclusively in either (i) the United States District Court for the State of Arizona sitting in Phoenix or (ii) the Superior Court of Maricopa County, Arizona sitting in downtown Phoenix.
12. WAIVER OF JURY TRIAL. YOU AND TRUCKER PATH EACH WAIVES, IRREVOCABLY AND UNCONDITIONALLY, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION BROUGHT ON, UNDER, OR BY VIRTUE OF, OR RELATING IN ANY WAY TO THIS AGREEMENT, OR ANY CLAIMS, DEFENSES, RIGHTS OF SET-OFF OR OTHER ACTIONS PERTAINING TO THIS AGREEMENT OR TO ANY OF THE FOREGOING.
13. Attorney's Fees. If any legal action arises under this Agreement or by reason of any asserted breach of it, then the prevailing party in such action shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred in such action. The amount of attorneys' fees shall be determined by the court sitting without a jury.
14. Section Headings. Section headings in this Agreement are for convenience only and will not have any impact on the interpretation of any provision. If any provision of this Agreement is held to be invalid or unenforceable, the unenforceable part will be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect.
15. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Arizona.
16. Amendment. This Agreement may not be amended or otherwise modified except as expressly provided herein. If at any time Trucker Path updates any of the terms and conditions contained herein, then as a condition to any renewal term, you may be required to agree to such updated terms and conditions. In addition, Trucker Path may, at any time and from time to time during the term of this Agreement, propose amendments or modifications to the terms and conditions by delivering to you written notice of Trucker Path's proposed amendment or modification, which notice shall specifically identify the provisions of this Agreement that are being amended. If you fail to object to such amendment or modification by delivering to Trucker Path written notice of your objection within thirty (30) days after Trucker Path delivers notice of the proposed amendment or modification to you, then such amendment or modification will be deemed accepted and agreed to by you and this Agreement and the affected terms and conditions shall be automatically amended to include such amendment or modification without any further action by the parties. If you validly and timely object to the proposed amendment or modification, then you and Trucker Path shall act in good faith to negotiate a mutually acceptable amendment or modification.
17. Assignment. This Agreement is and shall be freely assignable by Trucker Path. You shall not assign or otherwise transfer this Agreement or any of its rights or obligations thereunder to any other person or entity without the prior written consent of Trucker Path.
18. Third Party Beneficiaries. Except as specifically provided herein to the contrary, this Agreement is not intended to benefit any third party and neither you nor Trucker Path intend to vest any rights in any third parties under this Agreement, except that each Indemnified Party shall be a third party beneficiary and shall be permitted to enforce its rights as such under this Agreement.
19. Force Majeure. The performance by Trucker Path of its obligations under this Agreement shall be excused by any cause or circumstance beyond Trucker Path's reasonable control including, but not limited to, acts of God or nature, war or warlike conditions, terrorism, riot, embargoes, acts of civil or military authority, fire, flood, accidents, strikes or labor shortages, sabotage, shortages in fuel, transportation facilities or materials, or failures of equipment, internet, telecommunications facilities or third party software programs.
20. Survival. Upon termination of this Agreement, any provision that by its nature or express terms should survive, will survive, including Section 1 and Sections 3 through 31.

#### 27. **Contacting Trucker Path.**

You can contact Trucker Path, Inc. by email at [support@truckerpath.com](mailto:support@truckerpath.com), or by U.S. post 45 Buchanan St., Phoenix, AZ 85003.

**28. Obtaining a Copy of this Agreement.**

You may have this Agreement mailed to you electronically by sending a letter to the address in Section 27 with your electronic mail address and a request for a copy of this Agreement.

**29. Notice to California Residents.**

If you are a California resident, under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210 in order to resolve a complaint regarding this Agreement or to receive further information regarding use of the Platform.

**30. NOTICE REGARDING APPLE.**

To the extent that you are using our mobile applications on an iOS device, you further acknowledge and agree that this Agreement is between you and Trucker Path only, not with Apple, and Apple is not responsible for the Platform and the content thereof. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Platform. In the event of any failure of the Platform to conform to any applicable warranty, you may notify Apple and Apple will refund any applicable purchase price for the mobile application to you and, to the maximum extent permitted by applicable law, Apple has no other warranty obligation whatsoever with respect to the Platform. Apple is not responsible for addressing any claims by you or any third party relating to the Platform or your possession and/or use of the Platform, including, but not limited to: (i) product liability claims; (ii) any claim that the Platform fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement and discharge of any third party claim that the Platform and/or your possession and use of the mobile application infringe that third party's intellectual property rights. You agree to comply with any applicable third party terms when using the Platform. Apple and Apple's subsidiaries are third party beneficiaries of the provisions of this Section 30, but not of any other provisions of this Agreement and upon your acceptance of these provisions, Apple will have the right (and will be deemed to have accepted the right) to enforce these provisions against you as a third party beneficiary. You hereby represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

**31. Third Party Partners Access to Information.**

Our third party partners operate under their own privacy policies and may access your information. We encourage you to check their privacy policies, to learn more about their practices for processing information. Their privacy policies can be found on:

**AdMob:** <https://www.google.com/intl/en/policies/privacy>

**Appodeal:** <https://www.appodeal.com/privacy-policy>

|| ㄇ AI 搜索 ㊄ 解释 ㊄ 翻译 ㊄ 朗读 | 问