

## Trucking42, Inc Privacy Policy

Effective: December, 07 2023

Trucking42, Inc (“Trucking42”, “we”, and/or “us”) values your privacy. This privacy policy (“Privacy Policy”) describes the types of information we may collect from any individual or entity, including, but not limited to, Clients, Customers, Authorized Users, and end users (“you”), who accesses or uses Trucking42.com (<https://www.trucking42.com>), including all of its related applications, dashboards, or platforms (“Services”) and our practices for collecting, using, maintaining, protecting, and disclosing that information. By using our Services, you agree to the collection, use, disclosure, and procedures this Privacy Policy describes.

This Privacy Policy applies to information we collect:

- Through the Services.
- In email, text, and other electronic messages between you and the Services.
- Through mobile and desktop applications you download from the Services, which provide dedicated non-browser-based interaction between you and the Services.
- When you interact with our advertising and applications if those applications or advertising include links to this policy.

This Privacy Policy does not apply to information collected by us offline.

Please read this policy carefully to understand our policies and practices regarding your information and how we will treat it. If you do not agree with our policies and practices, your choice is not to use our Services. By accessing or using our Services, you agree to this Privacy Policy. This Privacy Policy may change from time to time (see Changes to Our Privacy Policy). Your continued use of the Services after we make changes is deemed to be acceptance of those changes, so please check the policy periodically for updates. If you do not provide your information when requested, you may not be able to use our Services if that information is necessary to provide you with our Services or if we are legally required to collect it.

### Information we collect about you and how we collect it

**1.1. What We Collect.** We collect several types of information from and about users of our Services, including:

**1.1.1.** Personal information, by which you may be personally identified, such as name, postal address, e-mail address, telephone number, or social security number;

**1.1.2.** Information that is about you but individually does not identify you;

**1.1.3.** Information necessary to make financial transactions, such as your billing address, other addresses related to you, and credit card or other payment information; and/or

**1.1.4.** Information about your internet connection, the equipment you use to access our Services, and usage details.

### 1.2. How We Collect Information

**1.2.1.** Directly from you when you provide it to us.

**1.2.2.** Automatically as you use our Services. Information collected automatically may include usage details, IP addresses, and information collected through cookies, web beacons, and other tracking technologies.

**1.3.** Information You Provide to Us. The information we collect through our Services may include:

**1.3.1.** Registration and Profile Information. Information that you provide by filling in forms through our Services. This includes information provided at the time of registering to use our Services, subscribing to our Services, signing up to receive information about our Services, posting material, or requesting further services. We may also ask you for information when you enter a contest or promotion sponsored by us, and when you report a problem with our Services. If you sign up for an account, register to use our Services, purchase our products, or sign up to receive information about our Services, we may ask you for your, or your customer's, first and last name, e-mail address, phone number, physical address, P.O. box or other postal address, login information, and any other information we collect.

**1.3.2.** Communications with Trucking42, Inc. Information when you contact us directly such as records and copies of your correspondence (including email addresses), as well as communications with other parties as you use the Services. For example, when you contact our Customer Support Team, we will receive your name, mobile phone number, the contents of a message, and any other information you choose to provide.

**1.3.3.** Survey Information. Your responses to surveys that we might ask you to complete for research purposes such as customer success and marketing strategy.

**1.3.4.** Payment information. When you add billing information or a credit card number to your account or make a purchase (e.g., through our Payments or Terminal products).

**1.3.6.** Search Information. Your search queries on the Services.

**1.3.7.** Images. We collect any images that you submit to our Services.

**1.3.8.** Audio and Voice. We collect audio through the Services, such as voice recordings that may be transcribed by us.

**1.4.** Information We Collect Through Automatic Data Collection Technologies. The information we collect automatically may include personal information. As you navigate through and interact with our Services, we may use automatic data collection technologies to collect certain information about your equipment, browsing actions, and patterns, including:

**1.4.1.** Usage Information. Details of your use of our Services, including traffic data, location data, logs, and other communication data and the resources that you access and use through the Services. To help us understand how you use our Services and to help us improve them, we automatically receive information about your interactions with our Services, such as the ads you click on, pages or other content you view, the searches you conduct, purchases you make, your comments, and the dates and times of your visits.

**1.4.2.** Location Information. When you use our Services, if you allow us, we will receive your precise location information. We also infer your more general location information (for example, your internet protocol (IP) address may indicate your more general geographic region).

**1.4.3. Device Information.** We receive information about the device and software you use to access our Services, including IP address, web browser type, operating system version, phone carrier and manufacturer, application installations, device identifiers, other equipment identifiers, mobile advertising identifiers, and push notification tokens.

**1.4.4. Information from Cookies and Similar Technologies.** We collect information using cookies, pixel tags, or similar technologies.

**1.4.5. Widget Information.** Other websites may integrate Trucking42, Inc's widgets (such as Trucking42, Inc Webchat). When you visit a site with a Trucking42, Inc widget embedded, we may receive certain information about you, including information about the web page you visited, your IP address, and other information about your device. Trucking42, Inc and the widget can recognize you across websites containing Trucking42, Inc's widgets, and the widget may be used to show personalized content or advertising. We know when you interact with a widget, and websites containing the widgets may receive this information.

**1.4.6. Text Information.** We may facilitate text messages between you and your customers. In the process, we may receive information about these communications, such as the date and time of the SMS message, the parties' phone numbers, and the content of any SMS messages.

**1.4.7. User Feedback.** We receive information about reviews and surveys and give our clients information about ratings and reviews.

**1.4.8. Profile Information.** Inferences drawn from any of the information above to create a profile about you that may reflect, for example, your preferences, characteristics, and behavior, including for account security purposes or to enhance our Services to you.

**1.5. Methods for Automatic Data Collection.** The technologies we use for automatic data collection may include:

**1.5.1. Cookies (or browser cookies).** A cookie is a small text file containing a string of alphanumeric characters placed on the hard drive of your computer. We may use both session cookies and persistent cookies. A session cookie disappears after you close your browser. A persistent cookie remains after you close your browser and may be used by your browser on subsequent visits to our Services. Please review your web browser's "Help" file to learn the proper way to modify your cookie settings. You may refuse to accept browser cookies by activating the appropriate setting on your browser. However, if you select this setting you may be unable to access certain parts of our Services. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you direct your browser to our Services.

**1.5.2. Flash Cookies.** Certain features of our Services may use local stored objects (or Flash cookies) to collect and store information about your preferences and navigation to, from, and on our Services. Flash cookies are not managed by the same browser settings as are used for browser cookies.

**1.5.3. Web Beacons.** Our Services and our e-mails may contain small electronic files known as web beacons (also referred to as clear gifs, pixel tags, and single-pixel gifs) that permit us, for example, to count users who have visited those pages or opened an email and for other related website statistics (for example, recording the popularity of certain website content and verifying system and server integrity).

We may not always collect personal information automatically, but we may tie this information to personal information about you that you provide to us or that we collect from other sources.

### **How we use your information**

We use certain information that we collect about you or that you provide to us, including certain personal information:

- 3.1.** To present our Services and related content to you;
- 3.2.** To personalize and improve your experience on our Services, such as presenting tailored content, speeding up your searched, recognizing when you return to our Services, and storing information about your preferences, allowing us to customize our Services according to your individual interests;
- 3.3.** For marketing purposes, such as customizing and communicating informational or product offerings, promotions, and advertising materials that may be useful, relevant, valuable or otherwise of interest to you. We may also use it to estimate our audience size and usage patterns;
- 3.4.** To send you text messages and push notifications;
- 3.5.** To provide, maintain, improve, and enhance our Services;
- 3.6.** To provide you with information, products, or services that you request from us;
- 3.7.** To facilitate transactions and payments;
- 3.8.** To provide you with notices about your account or subscription, including expiration and renewal notices;
- 3.9.** To carry out our obligations and enforce our rights arising from any contract(s) entered into between you and us, including for billing and collection;
- 3.10.** To notify you about changes to our Services or any products or services we offer or provide though it;
- 3.11.** To allow you to participate in interactive features on our Services;
- 3.12.** To communicate with you, provide you with updates and other information that you request, respond to comments and questions, and otherwise provide customer support;
- 3.13.** To market additional or new products or services relating to Trucking42, Inc and your Trucking42, Inc Services to you;
- 3.14.** To find and prevent fraud and respond to trust and safety issues that may arise;
- 3.15.** To de-identify and aggregate information collected through the Services and use it for any lawful purpose;
- 3.16.** For compliance purposes, including enforcing our Terms of Service or other legal rights, or as may be required by applicable laws and regulations or as requested by any judicial process or governmental agency;
- 3.17.** To fulfill any other purpose for which you provide it;

**3.18.** In any other way we may describe when you provide the information; and

**3.19.** For any other purpose with your consent;

We may also maintain the information we collect or associate it with personal information we collect in other ways.

We retain your personal information for as long as necessary to achieve the purpose of the collection unless we are required by law to keep it longer.

Note that Trucking42, Inc's use and transfer of information from Google API's to any other app will adhere to Google API Services User Data Policy, including the Limited Use requirements.

### **Disclosure of your information**

**4.1.** Aggregate and Anonymous Information. We may disclose aggregated information about our users, and information that does not identify any individual, for any business purpose.

**4.2.** Personal Information. We may disclose personal information that we collect or you provide as described in this privacy policy:

**4.2.1.** Affiliates. We may share any information we receive with our subsidiaries, affiliates, and partners for any of the purposes described in this Privacy Policy.

**4.2.2.** Analytics Partners. We use web analytics services such as Google Analytics to collect and process certain analytics data. These services may also collect information about your use of other websites, apps, and online resources. You can learn about Google's practices by going to <https://www.google.com/policies/privacy/partners/> and opt-out of them by downloading the Google Analytics opt-out browser add-on, available at <https://tools.google.com/dlpage/gaoptout>.

**4.2.3.** Other Users. Our Services enable you to, among other things, communicate with others. Your name, username, and other profile information may be viewable and searchable by other users. The content you post to the Services may be displayed on the Services and viewable by other users by default. We are not responsible for the other users' use of available information, so you should carefully consider whether and what to post or how you identify yourself on the Services.

**4.2.4.** Sale, Acquisition, Merger or Other Asset Transfers. We may share information to a buyer or other successor in the event of a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of Trucking42, Inc's assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by Trucking42, Inc about our users is among the assets transferred.

**4.2.5.** To Fulfill the Purpose for which You Provide. We may share information at your direction. For example, if you give us an email address or other contact information as a referral, we may use that email address to contact the referred party.

**4.2.6.** As Disclosed. We may share information for any other purpose disclosed by us when you provide the information.

**4.2.7.** With Consent. We may share information with your consent.

**4.3. Other Possible Disclosures of Personal Information.** We may also disclose your personal information:

**4.3.1. As Required by Law and Similar Disclosures.** In cooperation with governmental authorities and in our sole discretion, we may access, preserve, and disclose information about you if we believe it is necessary or appropriate to: (a) comply with law enforcement requests and legal process, such as in connection with a court order or subpoena; (b) respond to your requests; or (c) if we believe a disclosure of such information is necessary to protect your, our, or other's property, rights, or safety. For the avoidance of doubt, the disclosure of information about you may occur if you post any objectionable content on or through the Services.

**4.3.2.** To enforce or apply our Terms of Service, Acceptable Use Policy, and other agreements, including, but not limited to, for billing and collection purposes.

**4.3.3.** If we believe disclosure is necessary or appropriate to protect the rights, property, or safety of Trucking42, Inc, our customers, or others. This includes exchanging information with other companies and organizations for the purposes of fraud protection and credit risk reduction.

### **Choices about how we use and disclose your information**

We strive to provide you with choices regarding the personal information you provide to us. We have created mechanisms to provide you with the following control over your information:

**5.1. Communications with Other Users.** The Services allow you to communicate with other users. Some of those communications are intended to be public, such as a review that is left on a website. Other communications may be private or intended by you or another user to be private. We cannot always control the actions of other users with whom you communicate through our Services, so you must be aware that communications you intend to be private could be shared publicly by another user with whom you communicate. Furthermore, by communicating with other users, you acknowledge and agree that information you post or otherwise make public may be available to the public or other users.

**5.2. Location Information.** You can prevent your device from sharing precise location information at any time through your device's operating system settings.

**5.3. Trucking42, Inc Marketing Communications.** You can unsubscribe from our promotional emails via the link provided in the emails. You can unsubscribe from our promotional text messages by replying "STOP". Even if you opt-out of receiving promotional messages from us, you will continue to receive administrative messages from us. For example, if we have sent you a promotional email, you may send us a return email asking to be omitted from future email distributions, but this opt out will not apply to information provided to Trucking42, Inc as a result of a product purchase, warranty registration, product service experience or other transactions.

**5.4. Tracking Technologies and Advertising.** You can set your browser to refuse all or some browser cookies, or to alert you when cookies are being sent. To learn how you can manage your Flash cookie settings, visit the Flash player settings page on Adobe's website. If you disable or refuse cookies, please note that some parts of our Services may then be inaccessible or not function properly.

If you choose not to provide us with information we collect, some features of our Services may not work as intended.

Our Services may contain links to other websites, products, or services that we do not own or operate. We are not responsible for the privacy practices of these third parties, and we do not control third parties' collection or use of your information. Please be aware that this Privacy Policy does not apply to your activities on these third-party services or any information you disclose to these third parties. We encourage you to read their privacy policies before providing information to them. These third parties may provide you with ways to choose not to have your information collected or used in this way.

Furthermore, we do not control third parties' collection or use of your information to serve interest-based advertising. However, these third parties may provide you with ways to choose not to have your information collected or used in this way.

### **Your California Privacy Rights**

If you are a California resident, California law may provide you with additional rights regarding our use of your personal information. If you have registered with us, you may request that we delete your information in your account by contacting us. We will make commercially reasonable efforts to delete such information upon request. We may archive all or some of your information as we believe may be required by law or for legitimate business purposes.

### **Data security**

Trucking42, Inc values the security of your information. We have implemented reasonable security measures that are designed to protect the information we maintain.

The safety and security of your information also depends on you. Where we have given you (or where you have chosen) a password for access to certain features of our Services, you are responsible for keeping this password confidential. We ask you not to share your password with anyone. We urge you to be careful about giving out information when using certain aspects of the services such as the Webchat feature. The information you share in public areas may be viewed by other users of the Services.

Unfortunately, the transmission of information via the internet is not completely secure. As our Services are hosted electronically, we can make no guarantees as to the security or privacy of your information. Although we do our best to protect your personal information, we cannot guarantee the security of your personal information transmitted through our Services. Any transmission of personal information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures contained on the Website.

### **Charges to our privacy policy**

It is our policy to post any changes we make to our privacy policy on this page. If we make material changes to how we treat our users' personal information, we will notify you by email to the primary email address specified in your account. The date the privacy policy was last revised is identified at the top of the page. You are responsible for ensuring we have an up-to-date active and deliverable email address for you, and for periodically visiting our Services and this privacy policy to check for any changes.

### **Contact Us**

You may direct any questions about these Privacy Policy by contacting:

Trucking42 Inc. | (321) 236-6083



## Trucking42, Inc Terms and Conditions

Effective: December, 07 2023

### Introduction

These Trucking42 Inc Voice, SMS/Texting and Email Terms and Conditions (“Terms and Conditions”), in addition to all applicable laws and regulations, set forth the terms and conditions applicable to and governing your access and use of

- a. telecommunications tools, including pre-recorded alerts, calls and voicemails (collectively, “Voice Communication”),
- b. mobile communication tools, including in-app notifications and chat features, and text messaging services (collectively, “SMS/Texting”) and
- c. e-mail communication services (collectively, “Email”; and together with Voice Communication and SMS/Texting, “Messaging”).

Messaging is provided by Trucking42 Inc and its affiliates, vendors, suppliers, contractors, or agents. Throughout these Terms and Conditions, the words “you,” “your,” and “yours” refer to any person or entity using the Messaging.

Please note that by replying “Y” (Yes) in response to an SMS/Texting message requesting your consent, clicking “I Agree” for email, or otherwise accessing and using Messaging, constitutes your agreement to follow and be bound by these Terms and Conditions. If you believe your consent was provided incidentally or in error, please follow the [How to Opt-Out instructions](#) below.

TRUCKING42 INC RESERVES THE RIGHT TO UPDATE OR MODIFY THESE TERMS AND CONDITIONS AT ANY TIME WITHOUT PRIOR NOTICE TO YOU BY POSTING UPDATED TERMS AND CONDITIONS ON THIS SITE. FOR THIS REASON, WE RECOMMEND THAT YOU REVIEW THESE TERMS AND CONDITIONS FREQUENTLY. IF YOU DO NOT AGREE TO (OR CANNOT COMPLY WITH) ANY PART OF THESE TERMS AND CONDITIONS, YOU ARE PROHIBITED FROM USING MESSAGING.

ARBITRATION NOTICE: These Terms and Conditions contain a binding arbitration agreement including a waiver of any right to participate in a class action lawsuit or classwide arbitration. Please see the “[Arbitration Agreement and Class Action Waiver](#)” section below for additional details.

### Additional Terms

Your use of Messaging is pursuant to a limited, non-exclusive, revocable license and is subject to:

- these Terms and Conditions,
- our [Privacy Policy](#)

You agree that you have read and will comply with the Collective Terms and Conditions. If you do not agree, you may not set up or use Messaging and should withdraw from Messaging. Failure to withdraw after an update of the Collective Terms and Conditions will be considered as acceptance of the new terms and conditions, as authorized by your initial enrollment in the program. Notwithstanding your selected communications preferences or anything in these Terms

and Conditions to the contrary, we may contact you via Messaging as permitted by applicable law.

### **Agreement; Effect of Activation**

By using or receiving Messaging, you acknowledge that you have read and understand the Collective Terms and Conditions, and that you accept and agree to be bound by both. You also acknowledge and agree that you are 18 years of age or older.

### **Cost**

There are no premium charges for customers using Trucking42 Inc's Messaging. Standard message and data rates may apply. These would be charged by, and be payable by you to, your mobile service provider, or other internet or data provider. As mobile access, e-mail delivery and text message delivery are subject to your carrier network availability, such access and delivery to the Messaging is not guaranteed.

### **Alerts (General)**

We disclaim any and all liability for any delay or failure to deliver Messaging, including without limitation, a billing or payment related notification, outage related notification or other service alert or notification. We do not warrant or guarantee that Messaging will be received and we disclaim all liability for any lost or misdirected Messaging.

### **Message Frequency**

Message frequency may vary for subscribers of Trucking42 Inc based on a variety of factors, including, but not limited to account activity and usage, choices, and weather (for weather-based Messaging).

### **Commercial Messages**

By electing to participate in Messaging, you are authorizing us to contact you via the method (Voice Communication, SMS/Texting or Email) that you selected. Such selection shall be considered as affirmative consent to receive the related messages should these messages ever be classified as "commercial" in nature.

If you select one of our SMS/Texting services, an affirmative response by you to our confirmation text approving SMS/Texting as a method of Messaging is required for SMS/Texting. You will indicate your approval by responding to the initial Email or SMS/Text, which will be sent at the time of enrollment.

### **Indemnification**

You agree to defend, indemnify and hold harmless Trucking42 Inc from and against any and all claims, damages, costs and expenses, including attorneys' fees, arising from or related to your use of Messaging or any breach by you of these Terms and Conditions.

### **Termination**

You agree to promptly notify Trucking42 Inc if service for any mobile telephone number provided by you is canceled or if your mobile telephone number changes. You further agree to cancel enrollment in any Messaging service you selected that is associated with a discontinued mobile

telephone number immediately. We reserve the right, in our sole discretion, to cancel or suspend any or all of Messaging, in whole or in part, for any or no reason, with or without notice to you. The following sections shall survive any termination of these Terms and Conditions: "Additional Terms," "Arbitration Agreement and Class Action Waiver," "Indemnification," "Termination," "Disclaimer," "Limitation of Liability" and "General".

### **Arbitration Agreement and Class Action Waiver**

**A. Mandatory Arbitration.** YOU AND TRUCKING42 INC AGREE TO SUBMIT ANY AND ALL DISPUTES ARISING OUT OF OR RELATED TO YOUR USE OF MESSAGING (EACH, A "DISPUTE") TO BINDING ARBITRATION PURSUANT TO THE FEDERAL ARBITRATION ACT (TITLE 9 OF THE UNITED STATES CODE), WHICH SHALL GOVERN THE INTERPRETATION AND ENFORCEMENT OF THIS ARBITRATION AGREEMENT ("ARBITRATION AGREEMENT"). YOU AND TRUCKING42 INC WAIVE THE RIGHT TO A TRIAL BY JURY AND ANY RIGHT TO HAVE A DISPUTE HEARD IN COURT.

In arbitration, Disputes are resolved by a neutral arbitrator instead of a judge or jury, discovery is more limited than in court, and the arbitrator's decision is subject to limited review by courts. The arbitrator can award on an individual basis the same damages and relief as a court, including monetary damages, injunctive relief and declaratory relief. Judgment on the arbitrator's award may be entered in any court having jurisdiction thereof. A single arbitrator with the American Arbitration Association ("AAA") will conduct the arbitration, and the award may not exceed the relief allowed by applicable law. The arbitration will be conducted in the county of your residence or another mutually agreed location. The AAA's Consumer Arbitration Rules will apply. If AAA will not apply those rules, then AAA's Commercial Arbitration Rules will apply. The AAA's rules and a form that can be used to initiate arbitration proceedings are available at <http://www.adr.org>. You and Trucking42 Inc agree that if for any reason AAA will not conduct or becomes unavailable to conduct the arbitration, then a court may appoint a substitute arbitrator, and further agree that the choice of AAA as a forum is not integral to the Arbitration Agreement.

The arbitrator will decide all issues relating to the enforceability, interpretation, scope and application of this Arbitration Agreement (including "gateway" issues of arbitrability, whether the Arbitration Agreement is unconscionable or illusory and any defense to arbitration), and these Terms and Conditions, except that a court will resolve any question regarding the validity or enforceability of the class action waiver set forth in Section B of this Arbitration Agreement. The term "Dispute" and the requirement to arbitrate will be broadly interpreted.

**B. Arbitration Class Action Waiver.** You and Trucking42 Inc agree that the arbitration will be conducted solely on an individual basis and not on a class, representative, consolidated or private attorney general basis. A Dispute may not be consolidated with a claim brought or discovered by any person or entity that is not a party to the arbitration proceeding. The arbitrator may not award relief to any person or entity other than a party to the arbitration proceeding and may only award such relief as is necessary to provide relief to a party to the arbitration proceeding. If a court deems any portion of this Section B invalid or unenforceable, then Sections A and C of this Arbitration Agreement will be null and void.

**C. Fees and Costs in Arbitration.** Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules.

**D. Non-Arbitration Class Action and Jury Waiver.** You and Trucking42 Inc agree that if for any reason a Dispute proceeds in court rather than arbitration: (1) you and Trucking42 Inc waive any right to a jury trial; (2) the Dispute will proceed solely on an individual, non-class, non-representative basis; and (3) neither you nor Trucking42 Inc may be a class representative or class member or otherwise participate in any class, representative, consolidated or private attorney general proceeding.

**E. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS SECTION, YOU MAY CHOOSE TO PURSUE YOUR CLAIM IN COURT AND NOT BY ARBITRATION IF YOU OPT OUT OF THIS ARBITRATION AGREEMENT WITHIN 30 DAYS FROM THE EARLIER OF: (1) THE DATE YOU ACCEPT THESE TERMS AND CONDITIONS, OR (2) THE DATE YOU FIRST SIGNED AN AGREEMENT WITH TRUCKING42 INC THAT CONTAINED AN ARBITRATION PROVISION.** The opt-out notice must be postmarked no later than the applicable deadline and mailed to:

Trucking42 Inc Voice, SMS/Texting and Email Terms and Conditions

1111 Brickell Ave 1550,

Miami 33131 Florida, USA

Attn: Terms and Conditions

The opt-out notice must state that you do not agree to this Arbitration Agreement and must include the name, address, phone number and email address associated with your account with us. This procedure is the only way you can opt out of this Arbitration Agreement, and failure to comply strictly with this procedure and the applicable deadline automatically will render the opt-out notice null and void. If you opt out of the arbitration provision, all other parts of this Arbitration Agreement will continue to apply.

### **Disclaimer**

WE DO NOT GUARANTEE THAT THE USE OF MESSAGING WILL MEET YOUR PERFORMANCE REQUIREMENTS OR BE UNINTERRUPTED OR ERROR-FREE. NEITHER WE NOR OUR VENDORS, SUPPLIERS, CONTRACTORS, OR AGENTS WILL HAVE ANY LIABILITY UNDER ANY THEORY OF RECOVERY FOR ANY LOSSES OR DAMAGES DUE TO THE DELAY OR FAILURE TO DELIVER A MESSAGE. WE MAKE NO WARRANTIES OR REPRESENTATIONS AS TO THE USE OR RESULTS OF USE IN TERMS OF SECURITY, DATA PRIVACY, DATA LOSS, CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. WE WILL NOT CORRECT ANY ERRORS RELATED TO YOUR USE OF MESSAGING. YOU ASSUME ALL RISKS AS TO THE QUALITY AND PERFORMANCE OF MESSAGING, INCLUDING BUT NOT LIMITED TO HEALTH RISKS. YOU ACKNOWLEDGE AND AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR ANY DEATH, PERSONAL INJURY OR ENVIRONMENTAL DAMAGE YOU CAUSE TO YOURSELF, OR OTHERS, BY YOUR USE OF OR RELIANCE ON MESSAGING.

MESSAGING IS PROVIDED TO YOU "AS IS," AND TO THE EXTENT PERMITTED BY LAW, WE, ON OUR OWN BEHALF AND ON BEHALF OF OUR VENDORS, SUPPLIERS, CONTRACTORS AND/OR AGENTS, DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO STATEMENTS FROM US OR OUR EMPLOYEES, AFFILIATES, VENDORS, SUPPLIERS, CONTRACTORS, DEALERS OR AGENTS MAY INCREASE THE SCOPE OF THE ABOVE WARRANTIES OR CREATE ANY NEW

WARRANTIES. IF THIS DISCLAIMER IS INVALID UNDER APPLICABLE LAW, ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THIRTY (30) DAYS FROM THE DATE THAT YOU FIRST INSTALL OR USE MESSAGING.

### **Limitation on liability**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL OR EQUITABLE THEORY, WHETHER IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE, SHALL TRUCKING42 INC OR ANY OF ITS EMPLOYEES, DIRECTORS, OFFICERS, AGENTS, VENDORS OR SUPPLIERS BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY NATURE ARISING OUT OF OR IN CONNECTION WITH THE USE OF OR INABILITY TO USE THE MESSAGING, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, LOSS OF DATA, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, EVEN IF AN AUTHORIZED REPRESENTATIVE OF TRUCKING42 INC HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL TRUCKING42 INC OR ANY OF ITS EMPLOYEES, DIRECTORS, OFFICERS, AGENTS, VENDORS OR SUPPLIERS BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE FEES PAID BY YOU IN CONNECTION WITH YOUR USE OF MESSAGING DURING THE SIX-MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE.

Some jurisdictions do not allow certain limitations on damages, so the limitations and exclusions above may not apply to you. If this section is held to be unenforceable, then liability will be limited to the fullest extent permitted by applicable law. In the event that any provision of this paragraph is found by a court of competent jurisdiction to exceed the restrictions permitted by applicable law, then the court shall have the power to reduce, limit or reform such provision to make it enforceable to the maximum extent permitted by law, and such provision shall then be enforceable in its reduced, limited or reformed manner; provided, however, that a provision shall be enforceable in its reduced, limited or reformed manner only in the particular jurisdiction in which a court of competent jurisdiction makes such determination. In addition, the parties agree that the provisions of this paragraph shall be severable in accordance with the terms of these Collective Terms and Conditions.

### **General**

These Collective Terms and Conditions represent the complete agreement between the parties and supersede all prior agreements and representations between them. Headings used in these Terms and Conditions are for reference purposes only and in no way define or limit the scope of the section. If any provision of these Terms and Conditions is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable and the other terms of these Terms and Conditions shall remain in full force and effect. The failure of Trucking42 Inc to act with respect to a breach of these Terms and Conditions by you or others does not constitute a waiver and shall not limit Trucking42 Inc's rights with respect to such breach or any subsequent breaches. These Terms and Conditions shall be governed by and construed under Florida law without regard to conflicts of law provisions.

### **Messaging Additional Terms**

Notwithstanding any prior request that your phone number or other contact information be included on any state or national Do Not Call Registry, to the extent you opted into Messaging, you acknowledge that such Messaging may be conducted using an automatic telephone dialing system, automated system for the selection or dialing of telephone numbers or the playing of a recorded message, or using a pre-recorded or artificial voice. You acknowledge that all Messaging will be conducted at the phone number you designated when you registered for Messaging. You may discontinue some or all alerts at any time by modifying your alert preferences, unsubscribing entirely, or by changing the notification settings on your mobile device, as applicable.

### **Email Alerts Additional Terms**

If you provided us with your email address in order to receive alerts, we may use your email address to send you other types of information, including, without limitation, marketing messages. You may unsubscribe directly from such types of email by clicking the “Unsubscribe” link at the bottom of the email or by modifying your alert subscription or unsubscribing entirely.

### **SMS/Texting Additional Terms**

To the extent you opted into SMS/Texting, you acknowledge that SMS/Texting only functions on certain devices and operating systems and may be conducted using an automatic telephone dialing system or an automated system for the selection or dialing of telephone numbers. You acknowledge that future operating system upgrades to your device may or may not be compatible with SMS/Texting. The expected message frequency may vary for subscribers of our SMS/Texting alerts, which will be affected by a variety of factors including but not limited to monthly billing activities, usage variations and weather events.

Providing your mobile telephone number to us constitutes your consent to receive SMS/Texts related to your account. You warrant to Trucking42 Inc and its service providers that you are the subscriber for any mobile telephone number that you have provided, or that you are the customary user of the mobile telephone number that you have provided.

If you have ported a mobile telephone number to a different carrier or the mobile telephone number has been deactivated for any period of time, you may be required to re-enroll in the SMS/Text services.

### **How to Opt Out**

To opt out of any Trucking42 Inc SMS/Text Messaging services, reply STOP to the short code that sent the Messaging. An unsubscribe message will be sent to your mobile number confirming your cancellation, but no more messages will be sent after that one.

Support/Help: To receive additional information regarding specific Messaging service information, please text HELP to the short code that sent the Message. Optionally, you may call your specific state’s Customer Service number shown at trucking42.com

### **Contact Us**

You may direct any questions about these Terms and Conditions by contacting:

Trucking42 Inc. | (321) 236-6083

## Trucking42 Inc. Cookie Policy

Effective: December, 07 2023

This website **offer.trucking42.com** uses Cookies and similar technologies in order to distinguish you from other users. By using Cookies, We are able to provide you with a better experience and to improve Our Site by better understanding how you use it.

Please read this Cookie Policy carefully and ensure that you understand it. Your acceptance of Our Cookie Policy is deemed to occur when you press the “accept” button on Our Cookie banner or when you have selected your preferred Cookie options in Our Cookie manager and pressed the “Continue” button. If you do not agree to Our Cookie Policy, please stop using Our Site immediately.

### 1. Definitions and Interpretation

In this Cookie Policy, unless the context otherwise requires, the following expressions have the following meanings:

**Cookie:** means a small file placed on your computer or device by Our Site when you visit certain parts of Our Site and/or when you use certain features of Our Site;

**Cookie Law:** means the relevant parts of the Privacy and Electronic Communications (EC Directive) Regulations 2003 and of EU Regulation 2016/679 General Data Protection Regulation (“GDPR”);

**Personal data:** means any and all data that relates to an identifiable person who can be directly or indirectly identified from that data, as defined by EU Regulation 2016/679 General Data Protection Regulation (“GDPR”); and

**We/Us/Our:** means “Our Website/School/Company”, the brand owned and operated by Company name or Person.

### 2. Information About Us

Our Site is owned and operated by Trucking42 Inc.

Telephone number: (321) 236-6083

### 3. How Does Our Site Use Cookies?

**3.1** Our Site may place and access certain first-party Cookies on your computer or device. First party Cookies are those placed directly by Us and are used only by Us. We use Cookies to facilitate and improve your experience of Our Site and services. We have carefully chosen these Cookies and have taken steps to ensure that your privacy and personal data is protected and respected at all times.

**3.2** All Cookies used by and on Our Site are used in accordance with current Cookie Law. We may use some or all of the following types of Cookie:

**3.3.1** Strictly Necessary Cookies

A Cookie falls into this category (usually first-party cookies) if it is essential to the operation of Our Site as without them we cannot provide the functionality that you need to use this website. For example, essential cookies help remember your preferences as you navigate through the online school, also support functions such as logging in, and payment transactions.

### 3.3.2 Functionality Cookies

Functional Cookies allow our web site to remember choices you make, e.g. your user name, log in details and language preferences and any customizations you make to pages during your visit. They are necessary to provide features and services specific to individual users.

### 3.3.3 Analytics Cookies

It is important for Us to understand how you use Our Site, for example, how efficiently you are able to navigate around it, and what features you use. Analytics Cookies enable us to gather this information, helping Us to improve Our Site and your experience of it.

### 3.3.4 Marketing/Targeting Cookies

It is important for Us to know when and how often you visit Our Site, and which parts of it you have used (including which pages you have visited and which links you have visited). As with analytics Cookies, this information helps us to better understand you and, in turn, to make Our Site and advertising more relevant to your interests.

### 3.3.5 Persistent Cookies

Any of the above types of Cookie may be a persistent Cookie. Persistent Cookies are those which remain on your computer or device for a predetermined period and are activated each time you visit Our Site.

### 3.3.6 Session Cookies

Any of the above types of Cookie may be a session Cookie. Session Cookies are temporary and only remain on your computer or device from the point at which you visit Our Site until you close your browser. Session Cookies are deleted when you close your browser.

**3.4** Cookies on Our Site are not permanent and will expire as indicated in the table below.

**3.5** For more details of the personal data that We collect and use, the measures we have in place to protect personal data, your legal rights, and our legal obligations, please refer to our Privacy Policy

**3.6** For more specific details of the Cookies that We use, please refer to the table below.

## 4. What Cookies Does Our Site Use?

**4.1** The following first-party Cookies may be placed on your computer or device:

Name of Cookie	Purpose	Strictly Necessary	Expires
XSRF-TOKEN	Preserves User Login information and states	Yes	When you close your browser



DPSettings	Preserves the user's Cookie policy preferences	Yes	12 days
slim_session	Preserves User Login information and states	Yes	1 day

**4.2** Our Site uses the following functional Cookies (remove cookies not exploited in your school):

Olark

Name of Cookie	Provider	Purpose	Expires
hblid	<b>offer.trucking42.com</b>	a visitor identifier that we use only on your site to remember this visitor between visits	2 years
wcsid	<b>offer.trucking42.com</b>	a session identifier that we use only on your site to keep track of a single chat session	When you close your browser
olfsk	<b>offer.trucking42.com</b>	storage identifier that we use to maintain chat state across pages (e.g. message history)	2 years
_okbk	<b>offer.trucking42.com</b>	extra state information (e.g. chat box being open/closed)	When you close your browser
_ok	<b>offer.trucking42.com</b>	most recent Olark site ID (security measure)	When you close your browser
_oklv	<b>offer.trucking42.com</b>	the Olark loader version (for improved caching)	When you close your browser
_okla	<b>offer.trucking42.com</b>	used for caching purposes (loaded from CDN vs. loaded from our infrastructure)	When you close your browser

_okgid	<b>offer.trucking42.com</b>	used for caching by setting a hash for assets to determine if they have changed and if they need to be refreshed	When you close your browser
_okac	<b>offer.trucking42.com</b>	used for caching by setting a hash for assets to determine if they have changed and if they need to be refreshed	When you close your browser

#### TawkTo

Name of Cookie	Provider	Purpose	Expires
TawkConnectionTime	<b>offer.trucking42.com</b>	previous registration time stamp	When you close your browser
Tawk_	<b>offer.trucking42.com</b>	socket connection url	When you close your browser
__tawkuuid	<b>offer.trucking42.com</b>	domain restriction values	6 months
__cfduid	<b>tawk.to</b>	Used by the content network, Cloudflare, to identify trusted web traffic.	1 year

#### Freshchat

Name of Cookie	Provider	Purpose	Expires
pubsub_cookie	<b>offer.trucking42.com</b>	This cookie is used for the freshchat service	When you close your browser
hop-	<b>offer.trucking42.com</b>	This cookie is used for the freshchat service	When you close your browser
	<b>offer.trucking42.com</b>	This cookie is used for the freshchat service	When you close your browser

-	<b>offer.trucking42.com</b>	This cookie is used for the freshchat service	1 year
pnctest	<b>offer.trucking42.com</b>	This cookie is used for the freshchat service	1 year

#### Zendesk Web Widget

<b>Name of Cookie</b>	<b>Provider</b>	<b>Purpose</b>	<b>Expires</b>
ZD-referrerPolicy	<b>offer.trucking42.com</b>	Stores referrer tags	Forever
ZD-zE_oauth	<b>offer.trucking42.com</b>	Stores the authentication token once the user has been authenticated.	2 hours
ZD-currentTime	<b>offer.trucking42.com</b>	Sets the time when the page loads.	Forever
ZD-settings	<b>offer.trucking42.com</b>	Stores a hash of settings so that we don't keep sending blips after the initial one	Forever
ZD-suid	<b>offer.trucking42.com</b>	Session id for pathfinder.	20 minutes
ZD-buid	<b>offer.trucking42.com</b>	Collects Machine ID.	Forever

#### Intercom

<b>Name of Cookie</b>	<b>Provider</b>	<b>Purpose</b>	<b>Expires</b>
-----------------------	-----------------	----------------	----------------

intercom-id-	<b>offer.trucking42.com</b>	This cookie is used by Intercom as a session so that users can continue a chat as they move through the site.	9 months
--------------	-----------------------------	---	----------

**4.4** Our Site uses analytics services provided by **your analytics services, if any**. Website analytics refers to a set of tools used to collect and analyze anonymous usage information, enabling us to better understand how Our Site is used. This, in turn, enables us to improve Our Site and the products and services offered through them.

**4.5** The analytics services used by Our Site use Cookies to gather the required information. You do not have to allow us to use these Cookies, however, whilst our use of them does not pose any risk to your privacy or your safe use of Our Site, it does enable us to continually improve Our Site, making it a better and more useful experience for you.

**4.6** The analytics services used by Our Site uses the following Cookies

#### Google Analytics

<b>Name of Cookie</b>	<b>Provider</b>	<b>Purpose</b>	<b>Expires</b>
_ga	<b>offer.trucking42.com</b>	Google Analytics: Registers a unique ID that is used to generate statistical data on how the visitor uses the website.	2 years
_gat	<b>offer.trucking42.com</b>	Google Analytics: Used by Google Analytics to throttle the request rate.	When you close your browser
_gid	<b>offer.trucking42.com</b>	Google Analytics: Registers a unique ID that is used to generate statistical data on how the visitor uses the website.	When you close your browser
collect	<b>offer.trucking42.com</b>	Google Analytics: Used to send data to Google Analytics about the	When you close your browser

		visitor's device and behavior. Tracks the visitor across devices and marketing channels.	
--	--	--	--

#### Mixpanel

Name of Cookie	Provider	Purpose	Expires
mp_#_mixpanel	<b>offer.trucking42.com</b>	MixPanel: Cookie used by MixPanel for analytics purposes	1 year

#### Sumo me

Name of Cookie	Provider	Purpose	Expires
__smToken	<b>offer.trucking42.com</b>	The __smToken is set once you login to Sumo and is checked to verify whether you are logged into Sumo or not.	1 year
__smSmartbarShown	<b>offer.trucking42.com</b>	Is set when the Smartbar is shown	50 years
__smVID	<b>offer.trucking42.com</b>	Used to display relevant advertising	1 month
__smSessionId	<b>offer.trucking42.com</b>	Used by Sumo to establish a cookie on a users computer to begin a session to enable Sumo products	When you close your browser

#### 4.7 Targeting/Marketing cookies

Targeting/Marketing cookies are used to track visitors across websites. They may be used by those companies to build a profile of your interests and show you relevant adverts on other sites. They do not store directly personal information but are based on uniquely identifying your browser and internet device. The intention is to display ads that are relevant and engaging for the

individual user and thereby more valuable for publishers and third-party advertisers. If you do not allow these cookies, you will experience less targeted advertising.

<b>Name of Cookie</b>	<b>Provider</b>	<b>Purpose</b>	<b>Expires</b>
fr	facebook.com	Used by Facebook to deliver a series of advertisement products such as real time bidding from third-party advertisers	3 months
fr	facebook.com	Used by Facebook to deliver a series of advertisement products such as real time bidding from third-party advertisers	When you close your browser

#### Hubspot

<b>Name of Cookie</b>	<b>Provider</b>	<b>Purpose</b>	<b>Expires</b>
__hstc	<b>offer.trucking42.com</b>	The main cookie for tracking visitors. It contains the domain, utk (see below), initial timestamp (first visit), last timestamp (last visit), current timestamp (this visit), and session number (increments for each subsequent session).	2 years
hubspotutk	<b>offer.trucking42.com</b>	This cookie is used to keep track of a visitor's identity. This cookie is passed to HubSpot on form submission and used when de-duplicating contacts.	10 years

__hssc	<b>offer.trucking42.com</b>	This cookie keeps track of sessions. This is used to determine if we should increment the session number and timestamps in the __hstc cookie. It contains the domain, viewCount (increments each pageView in a session), and session start timestamp.	30 min
__hssrc	<b>offer.trucking42.com</b>	Whenever HubSpot changes the session cookie, this cookie is also set. We set it to 1 and use it to determine if the visitor has restarted their browser. If this cookie does not exist when we manage cookies, we assume it is a new session.	session
messagesUtk	<b>offer.trucking42.com</b>	This cookie is used to recognize visitors who chat with you via the messages tool. If the visitor leaves your site before they're added as a contact, they will have this cookie associated with their browser. If you have a history of chatting with a visitor and they return to your site later in the same cookie browser, the messages tool will load your conversation history with that visitor.	session

## Refersion

Name of Cookie	Provider	Purpose	Expires
ci_session	offer.trucking42.com	Preserves users' states across page requests.	When you close your browser
refersion_csrf_code	offer.trucking42.com	Sets csrf token to prevent cross site request forgery.	When you close your browser
__cfduid	offer.trucking42.com	Used by the content network, Cloudflare, to identify trusted web traffic.	1 year

## Google AdWords

Name of Cookie	Provider	Purpose	Expires
ads/ga-audiences	<b>offer.trucking42.com</b>	Used by Google AdWords to re-engage visitors that are likely to convert to customers based on the visitor's online behavior across websites.	When you close your browser

## Fomo

Name of Cookie	Provider	Purpose	Expires
Fomo.hstry-count-since-first-event-	<b>offer.trucking42.com</b>	Used by Fomo for showing user notifications.	Persistent
Fomo.hstry-first-time stamp-	<b>offer.trucking42.com</b>	Used by Fomo for showing user notifications	Persistent
Fomo.snv-	<b>offer.trucking42.com</b>	Used by Fomo for showing user notifications	Persistent



## **5. Consent and Control**

(Keep section 5.1 and 5.2 if you are using our cookie opt-in mechanism from School Privacy settings.)

**5.1** Before Cookies are placed on your computer or device, you will be shown a banner requesting your consent to set those Cookies. By giving your consent to the placing of Cookies you are enabling Us to provide the best possible experience and service to you. You may, if you wish, deny consent to the placing of Cookies unless those Cookies are strictly necessary; however certain features of Our Site may not function fully or as intended. You will be given the opportunity to allow and/or deny different categories of Cookie that We use.

**5.2** In addition to the controls that We provide, you can choose to enable or disable Cookies in your internet browser. Most internet browsers also enable you to choose whether you wish to disable all Cookies or only third-party Cookies. By default, most internet browsers accept Cookies but this can be changed. For further details, please consult the help menu in your internet browser or the documentation that came with your device.

**5.3** The links below provide instructions on how to control Cookies in all mainstream browsers:

**5.3.1** Google Chrome

**5.3.2** Microsoft Internet Explorer

**5.3.3** Microsoft Edge (Please note that there are no specific instructions at this time, but Microsoft support will be able to assist)

**5.3.4** Safari (macOS)

**5.3.5** Safari (iOS)

**5.3.6** Mozilla Firefox

**5.3.7** Android (Please refer to your device's documentation for manufacturers' own browsers)

## **6. Changes to this Cookie Policy**

**6.1** We may alter this Cookie Policy at any time. Any such changes will become binding on you on your first use of Our Site after the changes have been made. You are therefore advised to check this page from time to time.

**6.2** In the event of any conflict between the current version of this Cookie Policy and any previous version(s), the provisions current and in effect shall prevail unless it is expressly stated otherwise.

## **7. Further Information**

**7.1** If you would like to know more about how We use Cookies, please contact Us at Trucking42 Inc. | (321) 236-6083