

## Terms of Use - Truckstop Marketplace

These Terms of Use (“Terms”) are a legally binding contract between you and Truckstop.

This contract sets out your rights and responsibilities when you use Truckstop’s Online Marketplace and its related services (the “Services”), so please read it carefully.

### 1. Your Privacy

We know your personal information is important to you, so it’s important to us. Our [Privacy Policy](#) details how your information is used when you use the Services. By using the Services, you agree that we can process your information in the ways set out in the Privacy Policy.

### 2. Your Use of Our Services

**A. License to Use Our Services.** We grant you a limited, non-exclusive, non-transferable, and revocable license to use our Services—subject to these Terms and the following restrictions in particular:

**B. Illegal Activity.** You agree that you will not violate any laws in connection with your use of the Services. This includes any local, state, federal, and international laws that may apply to you. You may not sell anything that violates any laws, and you may not engage in fraud (including false claims or infringement notices), theft, anti-competitive conduct, threatening conduct, or any other unlawful acts or crimes against Truckstop, another Truckstop user, or a third party.

**C. Don’t Steal Our Stuff.** You agree not to crawl, scrape, or spider any page of the Services or to reverse engineer or attempt to obtain the source code of the Services. If you want to use our API, you must first sign our Service Integration Agreement.

**D. Don’t Try to Harm Our Systems.** You agree not to interfere with or try to disrupt our Services, for example by distributing a virus or other harmful computer code.

**E. Do Share Your Ideas.** We welcome your suggestions and ideas. They can help us improve your experience and our Services. Any unsolicited ideas or other materials you submit to Truckstop (not including Your Content or items you list in the Marketplace) are considered non-confidential and non-proprietary to you. You grant us a non-exclusive, worldwide, royalty-free, irrevocable, sub-licensable, perpetual license to use and publish those ideas and materials for any purpose, without compensation to you.

### 3. Termination

**A. Termination By You.** You may terminate your account with Truckstop at any time with 30 days prior written notice. Terminating your account will not affect the availability of some of Your Content that you posted through the Services prior to termination. Truckstop will not provide refunds of monthly listing fees.

**B. Termination By Truckstop.** We may terminate or suspend your account (and any accounts Truckstop determines are related to your account) and your access to the Services should we have reason to believe you, Your Content, or your use of the Services violate our Terms. If we do so, it’s important to understand that you don’t have a contractual or legal right to continue to use our Services, despite having pre-paid your monthly listing fee. Generally, Truckstop will notify you that your account has been terminated or suspended, unless you’ve repeatedly violated our Terms or we have legal or regulatory reasons preventing us from notifying you. If you or Truckstop terminate your account, you may lose any information associated with your account, including Your Content.

**C. We May Discontinue the Services.** Truckstop reserves the right to change, suspend, or discontinue any of the Services for you or any or all users, at any time, for any reason. We will not be liable to you for the effect that any changes to the Services may have on you, including your income or your ability to generate revenue through the Services.

**D. Survival.** The Terms will remain in effect even after your access to the Service is terminated, or your use of the Service ends.

#### **4. Disclaimer of Warranties and Limitation of Liability**

**A. Items You Purchase.** You understand that Truckstop does not manufacture, store, or inspect any of the items sold through our Services. We provide the venue; the items in our marketplaces are produced, listed, and sold directly by the sellers, so Truckstop cannot and does not make any warranties about their quality, safety, or even their legality. Any legal claim related to an item you purchase must be brought directly against the seller of the item. You release Truckstop from any claims related to items listed in our Marketplace, including for defective items, misrepresentations by sellers, or items that caused physical injury (like product liability claims).

**B. Content You Access.** Truckstop make no representations concerning the accuracy, copyright compliance or legality of any content posted by Seller on the Marketplace. You release us from all liability relating to seller content.

**C. Third-Party Services.** Our Services may contain links to third-party websites or services that we don't own or control (for example, links to seller websites). When you access these third-party services, you do so at your own risk. The third parties may require you to accept their own terms of use. Truckstop is not a party to those agreements; they are solely between you and the third party.

**DISCLAIMER OF WARRANTIES.** TRUCKSTOP IS DEDICATED TO MAKING OUR SERVICES THE BEST THEY CAN BE, BUT WE'RE NOT PERFECT AND SOMETIMES THINGS CAN GO WRONG. YOU UNDERSTAND THAT OUR SERVICES ARE PROVIDED "AS IS" AND WITHOUT ANY KIND OF WARRANTY (EXPRESS OR IMPLIED). TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TRUCKSTOP AND ITS AFFILIATES FURTHER DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

**LIABILITY LIMITS.** TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER TRUCKSTOP, NOR OUR EMPLOYEES OR DIRECTORS SHALL BE LIABLE TO YOU FOR ANY LOST PROFITS OR REVENUES, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SERVICES OR THESE TERMS. IN NO EVENT SHALL TRUCKSTOP'S AGGREGATE LIABILITY FOR ANY DAMAGES EXCEED THE GREATER OF ONE HUNDRED (\$100) US DOLLARS (USD) OR THE AMOUNT YOU PAID TRUCKSTOP IN THE PAST TWELVE MONTHS. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

#### **5. Indemnification**

If Truckstop gets sued because of something that you did, you agree to defend and indemnify us. That means you'll defend Truckstop (including any of our employees) and hold us harmless from any legal claim or demand (including reasonable attorney's fees) that arises from your actions, your use (or misuse) of our Services, your breach of the Terms, or you or your account's infringement of someone else's rights.

We reserve the right to handle our legal defense however we see fit, even if you are indemnifying us, in which case you agree to cooperate with us so we can execute our strategy.

#### **6. Governing Law and Jurisdiction.**

These Terms are governed by the laws of the State of Delaware. Any legal action against Truckstop related to our Services must be filed and take place in Ada County, Idaho.

#### **7. Changes to the Terms**

We may update these Terms from time to time. If we believe that the changes are material, we will let you know by posting the changes through the Services and/or sending you an email or message about the changes. That way you can decide whether you want to continue using the Services. Changes will be effective upon the posting of the changes unless otherwise specified. You are responsible for reviewing and becoming familiar with any changes. Your use of the Services following the changes constitutes your acceptance of the updated Terms.

#### **8. Miscellaneous Legal Points**

These Terms, including all of the policies that make up the Terms, supersede any other agreement between you and Truckstop regarding the subject of matter hereof. If any part of these Terms is found to be unenforceable, that part will be limited to the minimum extent necessary so that the Terms will otherwise remain in full force and effect. Our failure to enforce any part of the Terms is not a waiver of our right to later enforce that or any other part of the Terms. We may assign any of our rights and obligations under the Terms.

#### **9. Contact Information**

If you have any questions about the Terms, please email your Partner Account Manager.