Truckers Helper Online - Terms of Service

Version 1 | Effective Date: November 26, 2025

Welcome to the Truckers Helper Business Internet site (the "Site", "Service"). These Terms of Service together with Truckers Helper's Privacy Statement (collectively the "Terms") govern your use of this Site. Truckers Helper may change the Terms of Service from time to time. Your access to the site in any way is evidence of your acceptance of the Terms and the enforcement of said Terms. If you do not agree to these terms and conditions, you may not use the Site. Truckers Helper reserves the right, in its sole discretion, to change, modify, or otherwise alter these Terms at any time effective upon posting of the modified Terms on the Site. Please review the Terms periodically. Your continued use of the Site or any materials or services accessible through it, after such posting or notification means you accept the modifications. The use by you of any content or services accessible through the Site may be subject to your acceptance of separate agreements with Truckers Helper or third parties.

License and Site Access: Truckers Helper grants you a limited license to access and make use of the Site solely for your personal and/or internal business use. You may not download (other than page caching), or modify any portion of it, except with the express written or e-mailed consent of Truckers Helper. The license to use the Site does not include any resale of the Site or its contents; or any derivative use of this Site or its contents; or any use of data mining, robots or similar data gathering and extraction tools or processes. You agree not to store in any form, distribute, transmit, display, reproduce, modify, create derivative works from, sell or otherwise exploit any of the content on this site for any commercial purpose other than the management of your trucking company and/or trucking services. By using the Site, you warrant to Truckers Helper that you will not use the Site, or any of the content obtained from the Site, for any purpose that is unlawful or prohibited by these Terms. Truckers Helper does not grant any license or other authorization to any user of its trademarks, registered trademarks, service marks, or other copyrightable material or other intellectual property, by placing them on this Website. If you violate any of these Terms, your permission to use the Site automatically terminates.

In consideration of your use of the Site, you agree to: (a) provide true, accurate, current, and complete information about yourself as prompted by the registration form, if applicable, and (b) to maintain and update this information to keep it true, accurate, current and complete. If any information provided by you is untrue, inaccurate, not current, or incomplete, Truckers Helper has the right to terminate your account and refuse any and all current or future use of the Site. You agree not to resell or transfer the Site or use of or access to the Site.

Membership and Billing: Truckers Helper offers both paid and 30 day trial accounts. If you sign up for a paid account, you agree to provide a current and correct credit card for billing purposes. Truckers Helper does not store any credit card information locally and you agree to allow our credit card processing service the right to store your credit card information for the purpose of billing your subscription on a monthly or yearly basis depending on the payment option which you have chosen. You further agree to keep your credit card information current, to post new expiration dates or credit card numbers, etc. through your MY ACCOUNT interface in Truckers Helper Online. If your card declines for any reason, human intervention will be required to process your payment and re-activate your account. In this event a $5.00 service fee will be assessed to cover the additional cost of handling your payment. To avoid additional fees, keep your credit card information and email address current in the MY ACCOUNT section of the program.

Subscriptions that are on a month to month basis, as well as our annual subscriptions, will not auto renew after the one year anniversary with the card holder until we receive an updated communication to agree to the next 12 months of service. We, Truckers Helper Online, will send you (mail or email) an invoice for you to fill out and return if you wish for these services/contract to continue for the next 12 months.

REFUNDS/CHARGEBACKS: Processing of refunds requires human intervention which is costly. In order to keep the cost of the program down we do not offer any refunds once a payment has been processed. We also do not like chargebacks and the time involved, so please remember the following to keep them down: If you wish to cancel,

please follow the steps directly below this section to do so. If you see an error on your bill, please email support@truckershelper.com ASAP so we can address it. If it is an error on our behalf, we will fix it; if it is an error on your behalf we ask you to do the same. We look forward to a great relationship with you.

CANCELLATIONS: Truckers Helper is a subscription service; payments are taken automatically each month as agreed to during signup. If you no longer wish to use the service you may terminate it in the MY ACCOUNT section of the program. Cancellation of the account is YOUR RESPONSIBILITY! Truckers Helper will not cancel accounts in response to email or support requests. Please note: Cancellation is immediate and effective when you cancel the account so do not cancel your account before you are done accessing it.

Electronic Communications: When you visit the Site or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this site. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communication be in writing.

You are responsible for providing, at your expense, any access to the Internet and any required equipment.

Conduct: By using the Site, you agree that you will not do any of the following:

Restrict or inhibit any other user from using and enjoying the Site; or

Post or transmit any unlawful, fraudulent, libelous, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, offensive, or otherwise objectionable information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or foreign law, including without limitation the U.S. export control laws and regulations; or

Post or transmit any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities or schemes or other unsolicited commercial communication (except as otherwise expressly permitted by Truckers Helper), or engage in spamming or flooding; or

Post or transmit any information or software which contains a virus, Trojan Horse, worm or other harmful component; or

Post, publish, transmit, reproduce, distribute or in any way exploit any information, software or other material obtained through the Site for commercial purposes (other than as expressly permitted by the provider of such information, software or other material); or

Upload, post, publish, transmit, reproduce, or distribute in any way, information, software or other material obtained through the Site which is protected by copyright, or other proprietary right, or derivative works with respect thereto, without obtaining permission of the copyright owner or right holder.

Truckers Helper has no obligation to monitor the Site. However, you acknowledge and agree that Truckers Helper has the right to monitor the Site electronically from time to time and to disclose any information as necessary or appropriate to satisfy any law, regulation, or other governmental request, to operate the Service properly, or to protect itself or its subscribers. Truckers Helper will not intentionally monitor or disclose any private electronic-mail message unless required by law. Truckers Helper reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in its sole discretion, are unacceptable, undesirable, inappropriate or in violation of these Terms of Service.

Feedback: Truckers Helper will provide you with a mechanism to provide feedback, suggestions, and ideas, if you choose, about its software and services ("Feedback"). You agree that Truckers Helper may, in its sole discretion, use the Feedback you provide to Truckers Helper in any way, including in future modifications of the Site, multimedia works and/or advertising and promotional materials relating thereto. You hereby grant Truckers Helper a perpetual, worldwide, fully transferable, irrevocable, royalty free license to use, reproduce, modify, create derivative works from,

distribute and display the Feedback in any manner and for any purpose.

Support: Truckers Helper has provided an extensive set of tutors to help you learn and use the service. Truckers Helper will also provide individual support for all users on an AS AVAILABLE basis. Support will only be provided via the Internet using a Live Support chat client or other electronic method. A forum will also be provided where users may ask and answer questions and receive support from moderators. All electronic communications are governed by conditions and requirements contained in the Electronic Communications paragraph above.

Third-party Services: In connection with your use of the Site, you may be made aware of services, products, offers and promotions provided by third-parties, and not by Truckers Helper. If you decide to use Third-party Services, you are responsible for reviewing and understanding the terms and conditions governing any Third-party Services. You agree that the third party, and not Truckers Helper, is responsible for the performance of the Third-party Services.

Third-party Websites: The Site may contain or reference links to Websites operated by third-party ("Third-party Websites"). These links are provided as a convenience only. Such Third-party Websites are not under the control of Truckers Helper. Truckers Helper is not responsible for the content of any Third-party Website or any link contained in a Third-party Website. Truckers Helper does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-party Websites, and the inclusion of any link in the Service is not and does not imply an affiliation, sponsorship, endorsement, approval, investigation, verification, or monitoring by Truckers Helper of any information contained in any Third-party Website. In no event will Truckers Helper be responsible for the information contained in such Third-party Website or for your use of or inability to use such website. Access to any Third-party Website is at Licensee's own risk, and Licensee acknowledges and understands that linked Third Party Websites may contain terms and privacy policies that are different from those of Truckers Helper. Truckers Helper is not responsible for such provisions, and expressly disclaims any liability for them.

Backups, Security and Availability. Truckers Helper will make use of available technology to maintain multiple copies of your data to prevent data loss and will provide a secure site to insure the privacy of your data. Truckers Helper will maintain a second server in a separate location with automatic synchronization between it and the primary server to ensure that the site is available at all times. There are, however, due to the nature of the internet, many events and circumstances that are beyond the control of Truckers Helper and Truckers Helper therefore must include the following Disclaimer of Warranties which govern your use of the site.

Disclaimer of Warranties. Your use of the Site, including any applets, software, and content contained therein, is entirely at your own risk. THE SERVICE IS PROVIDED "AS IS," AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TRUCKERS HELPER, ITS AFFILIATES, LICENSORS, THIRD-PARTY CONTENT OR SERVICE PROVIDERS, DISTRIBUTORS, DEALERS AND SUPPLIERS (COLLECTIVELY "SUPPLIERS") DISCLAIM ALL GUARANTEES AND WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING THE SITE AND RELATED MATERIALS INCLUDING ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, TITLE, MERCHANTABILITY AND NON-INFRINGEMENT. TRUCKERS HELPER DOES NOT WARRANT OR GUARANTEE THE ACCURACY, RELIABILITY, COMPLETENESS, USEFULNESS, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, OR QUALITY OF ANY CONTENT ON THE SITE, REGARDLESS OF WHO ORIGINATES THAT CONTENT. TRUCKERS HELPER DOES NOT WARRANT THAT THE SITE IS SECURE, FREE FROM BUGS, VIRUSES, INTERRUPTION, ERRORS, THEFT OR DESTRUCTION OR THAT THE SITE WILL MEET YOUR REQUIREMENTS. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOU BEAR ALL RISKS ASSOCIATED WITH USING OR RELYING ON THAT CONTENT. TRUCKERS HELPER IS NOT LIABLE OR RESPONSIBLE IN ANY WAY FOR ANY CONTENT POSTED ON OR LINKED FROM THE SITE, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN CONTENT, OR FOR ANY LOSSES OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF OR RELIANCE ON ANY CONTENT.

Limitation of Liability. THE ENTIRE CUMULATIVE LIABILITY OF TRUCKERS HELPER AND ITS SUPPLIERS FOR ALL MATTERS ARISING FROM OR RELATING TO THESE TERMS SHALL BE LIMITED TO THE AMOUNT PAID BY THE CUSTOMER FOR THE RELATED SERVICES OR CONTENT PURCHASED FROM TRUCKERS HELPER, ITS AUTHORIZED RESELLER, OR ITS SERVICE PROVIDERS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TRUCKERS HELPER AND ITS SUPPLIERS SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL

DAMAGES OR FOR DAMAGES RELATING TO TELECOMMUNICATION FAILURES, LOSS, CORRUPTION, SECURITY OR THEFT OF DATA, VIRUSES, SPYWARE,OR THE LIKE, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF TRUCKERS HELPER OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN TRUCKERS HELPER AND YOU. TRUCKERS HELPER WOULD NOT BE ABLE TO HAVE PROVIDED THE SERVICE WITHOUT SUCH LIMITATIONS.

Banking, Billing or Other Online Services. It is the intention of Truckers Helper or offer online banking services in the future and when such services are available you agree that access to Online Banking, Online Payment, and any other services available through the Internet and selected Truckers Helper products (the "Online Service") is provided by your financial institution and not Truckers Helper. You agree not to hold Truckers Helper liable for any loss or damage of any sort incurred because of any such dealings with any services provided by your financial institution. Your access may be limited from time to time, depending on the service provided by your Internet service provider or your financial institution. You may be billed for these Online Services by your financial institution, not Truckers Helper, and such financial institution may have its own service agreement which will govern the Online Services it provides. You agree to be responsible for all telephone charges associated with your Internet and online service usage.

Termination and Amendment. Your privilege to use or access the Site may be terminated by Truckers Helper immediately and without notice if you fail to comply with any term or condition of the Terms. Upon such termination, you must immediately cease accessing or using the Site and agree not to re-register or otherwise make use of the Site. Furthermore, you acknowledge that Truckers Helper reserves the right to act -- technical, legal, or otherwise -- to block, nullify or deny your ability to access the Site. You understand that Truckers Helper may exercise this right in its sole discretion.

Truckers Helper reserves the right, in its sole discretion, at any time and from time to time to change, modify, or discontinue, temporarily or permanently, the Site (or any part thereof). Truckers Helper shall not be liable to you or other third party for any such modification, suspension, or discontinuance except as expressly provided herein.

You agree to defend, indemnify, and hold Truckers Helper and its affiliates harmless from any and all claims, liabilities, costs, and expenses, including reasonable attorneys' fees, arising in any way from your use of the Service or the placement or transmission of any message, information, software, or other materials through the Service by you or users of your account or related to any violation of these Terms by you or users of your account.

Miscellaneous: Except as expressly set forth in these Terms, these Terms of Service are a complete statement of the agreement between you and Truckers Helper and set forth the entire liability of Truckers Helper and its Suppliers and your exclusive remedy with respect to your access and use of the Site. In the event of a conflict between these Terms of Service and the Privacy Policy, these Terms of Service shall prevail. The Suppliers, agents, distributors, dealers, and employees of Truckers Helper are not authorized to make modifications to the Terms, or to make any additional representations, commitments or warranties binding on Truckers Helper. Any waiver of the terms herein by Truckers Helper must be in a writing signed by an authorized officer of Truckers Helper and expressly referencing the applicable provisions of the Terms. If any provision of the Terms is invalid or unenforceable under applicable law, then it shall be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect. The Terms will be governed by California law as applied to agreements entered and to be performed entirely within California, without regard to its choice of law or conflicts of law principles that would require application of law of a different jurisdiction, and applicable federal law. The parties hereby consent to the exclusive jurisdiction and venue in the state courts in Santa Clara County, California or federal court for the Northern District of California. Headings are included for convenience only, and shall not be considered in interpreting these Terms. The Terms do not limit any rights that Truckers Helper may have under trade secret, copyright, patent or other laws.

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Site or the Terms must be filed within one (1) year after such claim or cause of action arose or be forever

barred.

TERMS OF SERVICE CHANGES: We reserve the right to, at our sole discretion, to update, change, or replace any portion of these Terms of Service by posting the updates and changes to the Terms of Service on our website. It is your (the user/customer) responsibility to check the Terms of Service on our website periodically for any changes. Your continued use of or access to our website and use of service following the posting of any changes to these Terms of Service constitutes acceptance of those said changes.

CONTACT INFORMATION: For questions about the Terms of Service. Please email us at support-tickets@truckershelper.com.