



**PLEASE READ ALL THESE TERMS CAREFULLY BEFORE USING THIS WEB SITE. USING THIS WEB SITE INDICATES YOUR AGREEMENT AND ACCEPTANCE OF THESE TERMS. IF YOU DO NOT ACCEPT THESE TERMS, DO NOT USE THIS WEB SITE OR DOWNLOAD MATERIALS FROM THIS SITE.**

**TERMS OF USE:**

Welcome to American Truckboxes, LLC website (“Site”). Please read the Terms of Use that follow as they govern your use of this Site. If you use this Site, you unconditionally agree to follow and be bound by the Terms of Use. If you "bookmark" a portion of this Site and bypass the Terms of Use, you still will be bound by the Terms of Use. American Truckboxes reserves the right to change the Terms of Use without prior notice to you. If any portion of the Terms of Use is invalid, void, or not enforceable for any reason, that specific portion of the Terms of Use will be invalid but that will not affect the enforceability of the remainder of the Terms of Use. If you use this Site after any changes in the Terms of Use, you thereby agree to be bound by the changes. Please review the Terms of Use often as they may change from time to time. If you cannot act in accordance with the Terms of Use, please do not use this Site. For purposes herein, American Truckboxes, LLC and its subsidiaries and affiliated companies are collectively referred to as “American Truckboxes”.

**1. Communicating Electronically .**When you visit American Truckboxes or e-mail us, you are communicating electronically. We will email you or put notices on this Site to communicate with you. By e-mailing us or submitting an order through this Site, you agree that any requirement that a document be in writing is fulfilled by being sent electronically.

**2. Copyrights and Trademarks.** Unless stated otherwise, all content, information, and/or other intellectual property on this Site is copyrighted, trademarked, owned, controlled and/or licensed by American Truckboxes or by third parties who have licensed their materials to American Truckboxes, and all such materials are protected by U.S. and international copyright laws. American Truckboxes and its licensors and suppliers expressly reserve all intellectual property rights in all text, programs, products, processes, technology, content and other materials on this Site at any time. No one is given any rights relating to any intellectual property of or to any license to American Truckboxes or to any third party's intellectual property rights by using this Site. Neither this Site nor any of its Content (as such term is defined in the Site Access and Limited License section below) nor any related software may be reproduced (except as permitted in the said Site Access and Limited License section below), published, transmitted, distributed, displayed, performed, exhibited, modified, used to create derivative works, sold or used in any sale, or exploited in any way, in whole or in part.

**3. Links to and From our Website.** Any links in this Site to products, marks, names or services on other websites, and any links from any other website to this Site, are solely for your convenience. This does not imply any endorsement by us of these third parties and/or their products. American Truckboxes is not in any way liable or responsible for any information appearing on any other website.

**4. Site Security.** It is prohibited to violate or attempt to violate the security of this Site in any manner, including, without limitation; (a) obtaining or attempting to obtain data that is not intended for you; (b) gaining unauthorized access to an account; (c) attempting to breach security without permission; (d) testing the vulnerability of this Site; (e) attempting to interfere with this Site, including the host, network, or user, in any manner; (f) sending emails that were not solicited, including ads and promotions; or (e) forging a TCP/IP packet header or any part of header information. These violations could result in civil or criminal penalties. American Truckboxes will investigate violations and will work with legal authorities to prosecute violators to the fullest extent of the law.



**5. Communications, Comments, and Other Content.** Suggestions, ideas, comments, questions, or other information may be submitted to us, but any illegal, obscene, threatening or defamatory content and any content that is invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable is strictly prohibited. Such content must also not contain any software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, "worms," or any form of "spam." The use of a false e-mail address, impersonating any person or entity, or deception or misleading or false designation of origin or identity of content is also strictly prohibited. This Site reserves the right (but not the obligation) to remove or edit such content. You grant American Truckboxes a nonexclusive, royalty-free, perpetual, irrevocable, and fully sub licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display throughout the world in any media any content or other matter you submit to us and the right to use the name that you submit in connection with such content, if we so choose. You represent and warrant that you own or otherwise control all of the rights to the content that you submit; that the content is accurate; and that use of the content you supply does not violate this policy and will not cause injury to any person or entity. In any event, you agree to indemnify, defend, save and hold harmless this Site and American Truckboxes, from and against any loss, damage, cost, liability and expense (including attorneys' fees) and from and against any and all claims resulting from content or other matter you supply. American Truckboxes has the right but not the obligation to monitor and edit or remove any activity or content. American Truckboxes does not take any responsibility or assumes any liability for any content posted by you or any third party.

**6. DISCLAIMER OF WARRANTIES.** YOU AGREE THAT YOU ARE USING THIS SITE AT YOUR SOLE RISK ON AN "AS IS" AND "AS AVAILABLE" BASIS. AMERICAN TRUCKBOXES MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THIS SITE OR THE INFORMATION, CONTENT, MATERIALS, OR PRODUCTS INCLUDED ON THIS SITE.

TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, AMERICAN TRUCKBOXES DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

AMERICAN TRUCKBOXES DOES NOT WARRANT THAT THIS SITE, ITS SERVERS, OR E-MAIL SENT FROM THIS SITE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

**7. Indemnification.** You agree to, indemnify, defend, save and hold harmless this Site and American Truckboxes, and its affiliates, licensees, and sublicensees, from and against any and all claims, damages, losses, liabilities, costs and expenses, including attorneys' fees, arising from or related to your use of this Site.

**8. Termination.** Terms of Use are in effect unless and until the customer or American Truckboxes terminates this Agreement. You may terminate it at any time, but must then immediately discontinue all use of this Site. American Truckboxes may terminate this Agreement without notice and at any time. You will be denied authorization to access this Site if you fail to comply with this Agreement. If this Agreement is terminated, you must immediately destroy any information downloaded or otherwise obtained from this Site as well as all copies of such materials. American Truckboxes shall retain the right to any comments and content submitted by you prior to termination of this Agreement, and such right shall survive the termination of this Agreement. Any indemnification right or obligation set forth in this Agreement will survive termination of this Agreement.



**9. Limitation of Liability.** NEITHER THIS SITE, NOR AMERICAN TRUCKBOXES, NOR ANY OF ITS AFFILIATES, EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, VENDORS, OR SUPPLIERS SHALL UNDER ANY CIRCUMSTANCES OR UNDER ANY LEGAL OR EQUITABLE THEORY, WHETHER IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE, BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY NATURE ARISING OUT OF OR IN CONNECTION WITH THE USE OF OR INABILITY TO USE THIS SITE, 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 AMERICAN TRUCKBOXES OR THIS SITE HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THIS SITE, AMERICAN TRUCKBOXES OR ANY OF ITS AFFILIATES BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE FEES PAID TO THIS SITE BY YOU IN CONNECTION WITH YOUR USE OF THIS SITE DURING THE SIX MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE.

**10. GOVERNING LAW.** The parties agree that this agreement, any sales thereunder, or any claim, dispute or controversy (whether in contract, tort or otherwise, whether preexisting, present or future, and including statutory, consumer protection, common law, and equitable claims) between you and American Truckboxes arising from or relating to this agreement, its interpretation or the breach, termination or validity thereof, the relationships which result from this agreement, American Truckboxes’ advertising, or any related purchase shall be governed by the laws of the state of South Dakota without regard to conflict of law. Both parties further agree that the proper jurisdiction/venue for all actions arising in connection herewith shall be held in the state of South Dakota, Hanson County.

### **Our Privacy Policy**

American Truckboxes respects your privacy. This is why we are committed to protecting your privacy and using the information you share with us responsibly to better serve you. Our Privacy Policy describes the information we collect about you, as well as why and how we use it.

We collect information you provide when you visit our web site. When you visit our web site, we can identify you by your IP address and your domain (not by personally identifiable information such as your name, address, or any financial information on your computer). This allows us to collect aggregate information on which web pages are visited, how frequently, and for how long.

There are times when American Truckboxes may need information from you, such as your name and address. Customarily, the personal information American Truckboxes obtains is used only to respond to inquiries, to process order, product registration or to allow the user to access specific account information. American Truckboxes may also ask you to voluntarily provide us with information for market research such as, your interests, demographics and experience with our products. Occasionally, American Truckboxes may make the e0mail addresses of those who provide information available to other reputable organizations whose products or serves we think you may find interesting.

**1. Links to Other Sites.** In some areas of our website, we may provide a link to another website. Other websites have their own policies regarding privacy and security, and these may vary from ours.



**2. Cookies and other Computer Information.** When you use our website, we place a "cookie" (a small text file) on your computer to identify you. Like many other websites, we use cookies to identify you to provide a more convenient shopping experience. If you wish, you can visit our website without cookies, but then certain features, including adding items to a shopping cart, making a purchase, or using a registry, will not be available.

**3. Notices and Changes.** Because our business changes all the time, so does our Privacy Policy and our Security Notice. Please check our website for changes.