



## **TERMS AND CONDITIONS**

Trux reserves the right to modify these Terms and Conditions at any time and to publish modified terms at [www.truxparking.com](http://www.truxparking.com). It is your responsibility to review these terms periodically. Your continued use of the Services following any modifications constitutes your acceptance of the updated Terms.

### **1. GENERAL**

The terms “we,” “us,” and “our” refer to Trux Operations, LLC and its subsidiaries and affiliates (collectively, “Trux”).

The term “Services” refers to a license provided by Trux to you for the exclusive purpose of parking on site as designated by Trux. This license includes access to the available parking space(s) and any related amenities provided by Trux, such as restrooms, dumpsters, and lighting.

The terms “you” and “yours” refer to the individual, company, and the person acknowledging these Terms and Conditions as an authorized agent for said individual or company, and any affiliates, employees, contractors or agents, who shall receive the benefit of the Services.

The term “Website” refers to the Trux website ([www.Truxparking.com](http://www.Truxparking.com)) all of its subpages, and any of the Trux-related subpages at the Trucklots website ([www.Trucklots.com](http://www.Trucklots.com)).

### **2. SCOPE**

**2.1** These Terms and Conditions apply to your use of all of the parking sites owned or operated by Trux, for the benefit of users and any other site that we may own or operate in the future (collectively, the “Site”). Unless otherwise stated, all references to any Site in these Terms and Conditions include all such sites. Trux agrees to provide the Services that you register for through the Website. You agree to perform the obligations set forth in

these Terms and Conditions that are required to allow Trux to deliver the Services.

- 2.2** Trux hereby grants you a non-exclusive, non-transferable, limited license to access and use to Site assigned to you. You agree not to interrupt, or attempt to interrupt, the operation of any Site in any way. We reserve the right to restrict your access to part or all of any Site at any time without notice or liability and specifically reserve the right to designate, from time-to-time, the space within the Site to be used by you.

### **3. SERVICES; YOUR OBLIGATIONS**

- 3.1** You are responsible for providing Trux with the correct information about you when you register for Services. Required details may include, without limitation, email address, vehicle information and method of payment details. Account details may be updated within the Settings Pages for the users account within the Trux Software website.
- 3.2** You activate the Services by using the Website. Your license begins upon successful payment and confirmation from Trux and ends at the expiration of the time period you have purchased or upon termination of this agreement.
- 3.3** You are responsible for ensuring that you have properly activated the Services for the relevant parking privilege before you leave your vehicle unattended.
- 3.4** Trux is not responsible for any fines, parking tickets, damages to your property, penalty notices and the enforcement of vehicle parking related offenses you incur or receive.
- 3.5** All vehicles parked on a Site must be covered by valid and current insurance. You agree that it is your sole responsibility to maintain adequate insurance coverage.
- 3.6 THIS AGREEMENT GRANTS YOU A REVOCABLE LICENSE TO USE A PARKING SPACE(S) ONLY. NO BAILMENT, CONSTRUCTIVE OR OTHERWISE, AND NO CUSTODIAL RELATIONSHIP IS CREATED BY THIS AGREEMENT, BY YOUR PAYMENT OF ANY FEE, BY THE PARKING OF ANY VEHICLE ON ANY SITE, OR BY THE DELIVERY OR LEAVING OF KEYS, FOBS, OR OTHER VEHICLE ACCESS**

**DEVICES. TRUX DOES NOT TAKE CUSTODY OR CONTROL OF ANY VEHICLE OR ITS CONTENTS AT ANY TIME. YOU AGREE THAT NO PROVISION OF THIS AGREEMENT, AND NO ACT OR OMISSION OF TRUX, SHALL BE CONSTRUED TO CREATE A BAILMENT OR ANY DUTY OF CARE WITH RESPECT TO ANY VEHICLE OR ITS CONTENTS.**

#### **4. COMPLIANCE WITH TERMS AND CONDITIONS**

- 4.1** You are responsible for your own continuous compliance with these Terms and Conditions and other guidelines released by Trux from time to time. You shall not, and shall not permit others to, engage in activities prohibited by Trux, including, without limitation: (a) parking at any Site without paying or parking for longer than the paid time (b) attempting to breach security or authentication measures, or interfere with this Site and any products or Services offered at any Site; (c) taking any action to obtain Services to which you are not entitled; or (d) assisting or permitting any persons in engaging in any of the activities described above.
- 4.2** Trux owns and shall retain all rights and interest in the intellectual property rights in the Website. You may not change or delete any author credit, trademark, legend, proprietary or copyright notice. You must follow and observe all additional copyright notices or other restrictions contained in any parts of the Website

#### **5. EMAIL, TEXT, AND PUSH NOTIFICATIONS**

As part of the Services, you authorize Trux to send you notifications, reminders, alerts, and other communications via email, text message, and push notification, including through any mobile application associated with the Services. Message and data rates may apply.

#### **6. FEES**

- 6.1** You agree to pay all fees for Services provided to you pursuant to these Terms and Conditions.
- 6.2** Trux shall process the fees for the Services by charging your credit card, debit card, or e-check account at the time of your parking activation. You

must have a valid credit, or debit card, or e-check account, or suspension or termination of Services may occur. If your credit card or debit card is declined the Services may be suspended or terminated and your personal property located on any Site may be impounded and not released to you until all charges due to Trux are paid

## **7. TERMINATION AND REMEDIES**

- 7.1** Without limiting other rights or remedies set forth in these Terms and Conditions or as otherwise available by law or in equity, we may immediately temporarily suspend, indefinitely suspend or terminate your access to any Site and the Services, in whole or in part: (a) if you breach these Terms and Conditions; (b) if we are unable to verify or authenticate any information you provide to us; or (c) if we believe, in our sole discretion, that your actions may cause legal liability for, or endanger you, Trux or third parties.
- 7.2** No person shall park or stand an occupied or unoccupied vehicle in or repeatedly drive a vehicle through or within a Site. "Illegal Parking" means parking on our property without paying or parking for longer than the paid time, or in an unidentifiable vehicles. It shall deemed a material breach of these Terms and Conditions to park any vehicle on any Site displaying a "For Sale" or other similar advertisement. You hereby agree to waive any additional notice of violations and agree that violations of these Terms and Conditions will result in your vehicle being impounded, booted, or towed at your expense upon breach of this agreement. The removal of your vehicle from any Site will be done so at a maximum rate prescribed by law for towing and storage of trespassing vehicles.
- 7.3** In the event of termination for non-payment or any breach of these Terms and Conditions, any fees or obligations accrued prior to termination shall become immediately due and payable. Additionally, any cancellation notice provided by you shall be subject to a minimum notice period of thirty (30) days, during which all fees and obligations remain in full force. Trux reserves the right to terminate your access immediately if any breach occurs, and no refunds shall be issued for any unused portion of the parking privilege.

**7.4** In addition to any other rights or remedies available to Trux under these Terms and Conditions or applicable law, Trux reserves the right to assess administrative fees in accordance with the schedule set forth in Schedule A (Fee Schedule), attached hereto and incorporated herein by reference. All assessed fees shall be due and payable immediately upon assessment, and Trux reserves the right to charge any assessed amounts to the payment method on file for your account.

## **8. WARRANTY DISCLAIMER; LIMITATION OF LIABILITY**

**8.1 EXCEPT AS EXPRESSLY PROVIDED OTHERWISE, ALL SERVICES SOLD, LICENSED OR PROVIDED THROUGH THE WEBSITE ARE GOVERNED BY THESE TERMS AND CONDITIONS AND ARE PROVIDED ON AN "AS IS" BASIS. TRUX DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, CONDITIONS OR REPRESENTATIONS TO YOU WITH RESPECT TO THE SERVICES, THIRD PARTY WORK PROVIDED HEREUNDER OR OTHERWISE REGARDING THESE TERMS AND CONDITIONS, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. NO REPRESENTATION OR OTHER AFFIRMATION OF FACTS, INCLUDING, BUT NOT LIMITED TO, STATEMENTS REGARDING THE PERFORMANCE OF THE SERVICES WHICH IS NOT CONTAINED IN THESE TERMS AND CONDITIONS, SHALL BE BINDING ON TRUX. YOU ACKNOWLEDGE AND AGREE THAT TRUX SHALL NOT BE LIABLE FOR ANY ERROR, OMISSIONS, DEFECT, DEFICIENCY OR NONCONFORMITY IN THE SERVICES. WITHOUT LIMITING THE FOREGOING, TRUX EXPRESSLY EXCLUDES AND DISCLAIMS ANY BAILMENT AGREEMENT, IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, ACCURACY OR FITNESS FOR A PARTICULAR PURPOSE OR THAT THE SERVICES (OR YOUR USE HEREOF) WILL BE ERROR FREE OR UNINTERRUPTED. YOU ASSUME ALL RISKS ASSOCIATED WITH THE SERVICES. THIS SECTION SURVIVES THE TERMINATION OF THESE TERMS AND CONDITIONS.**

**8.2 TRUX SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES. TRUX SHALL NOT BE LIABLE FOR DAMAGES INCURRED AS A RESULT OF LOSS OF TIME, LOSS OF SAVINGS, LOSS OF DATA, LOSS OF PROFITS, LOSS OF GOODWILL, LOSS OF BUSINESS OPPORTUNITIES OR SOFTWARE ERROR, WHETHER FORESEEABLE OR UNFORESEEABLE, THAT MAY ARISE OUT OF OR IN CONNECTION WITH THESE**

TERMS AND CONDITIONS, INCLUDING BUT NOT LIMITED TO, DAMAGES RESULTING FROM THE USE OF OR INABILITY TO USE THE SERVICES, EVEN IF TRUX HAS BEEN NOTIFIED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OR COSTS OCCURRING, AND WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE. THIS SECTION SURVIVES THE TERMINATION OF THESE TERMS AND CONDITIONS.

8.3 TRUX IS NOT RESPONSIBLE FOR ANY LOSS OR DAMAGE THAT YOU MAY SUFFER AS A RESULT OF YOU NOT USING THE SERVICES CORRECTLY OR IF YOU FAIL TO COMPLY WITH THESE TERMS AND CONDITIONS OR ANY OTHER INSTRUCTIONS GIVEN TO YOU BY TRUX. FURTHER, YOU ACKNOWLEDGE THAT TRUX'S OBLIGATIONS HEREUNDER DO NOT INCLUDE THE RENDERING OF SERVICE, SUPERVISION, OR FURNISHING OF PERSONNEL IN CONNECTION WITH THE PERSONAL SAFETY AND SECURITY OF ANY PERSONS OR PROPERTY WITHIN OR ABOUT THE SITE NOR DOES ANY INSURANCE PROVIDED BY TRUX COVER SUCH CLAIMS. TRUX HAS NO KNOWLEDGE OR EXPERTISE AS A GUARD OR SECURITY SERVICE, EMPLOYS NO PERSONNEL FOR THAT PURPOSE, AND TRUX'S EMPLOYEES DO NOT GUARD OR PROTECT CUSTOMERS OR ANY OTHER PERSONS OR PROPERTY AGAINST THE INTENTIONAL ACTS OF THIRD PARTIES. YOU SHALL DETERMINE, IN ITS DISCRETION, THE EXTENT TO WHICH PRECAUTIONARY WARNINGS AND SECURITY DEVICES OR SERVICES MAY BE REQUIRED TO PROTECT PERSONS IN AND ABOUT THE SITE. THIS SECTION SURVIVES THE TERMINATION OF THESE TERMS AND CONDITIONS.

8.4 TRUX DOES NOT GUARANTEE THE AVAILABILITY, CONDITION, OR SUITABILITY OF ANY PARKING SPACE(S). PARKING SPACES ARE PROVIDED ON AN 'AS AVAILABLE' BASIS, AND TRUX RESERVES THE RIGHT TO MODIFY, REASSIGN, OR OTHERWISE CHANGE THE PARKING SPACE(S) ALLOCATIONS AT ITS SOLE DISCRETION AND WITHOUT PRIOR NOTICE. TRUX SHALL NOT BE LIABLE FOR ANY DAMAGES OR LOSSES, INCLUDING BUT NOT LIMITED TO, FINES, PENALTIES, OR BUSINESS INTERRUPTION, ARISING FROM THE UNAVAILABILITY OF PARKING SPACES. TRUX RESERVES THE RIGHT TO LIMIT OR COMPLETELY RESTRICT ACCESS TO ANY SITE AT ANY TIME OR FROM TIME TO TIME: (I) TO MAKE REPAIRS OR IMPROVEMENTS TO ANY SITE, OR ANY OTHER PROPERTY OF TRUX IN THE VICINITY OF THE SITE, OR (II) IN THE EVENT OF ACCIDENT, FIRE, FLOOD, LABOR DISPUTE, STRIKE, OR IN THE EVENT OF ANY OTHER CONDITION BEYOND THE CONTROL OF TRUX WHERE, IN THE OPINION OF TRUX, THE

OPERATION OF THE SITE MAY BE IMPAIRED. IF YOUR RIGHT TO OCCUPY A PARKING SPACE(S) IS DIMINISHED BY TRUX'S ACT OF LIMITING OR COMPLETELY RESTRICTING ACCESS AS PROVIDED IN THIS SECTION, YOUR SOLE AND EXCLUSIVE REMEDY SHALL BE A PRO RATA REFUND OF THE FEE BASED UPON THE NUMBER OF DAYS AFFECTED BY SUCH LIMITATION OR RESTRICTION. TRUX IS NOT RESPONSIBLE FOR ANY FINES, PARKING TICKETS, DAMAGES TO YOUR PROPERTY, PENALTY NOTICES, AND THE ENFORCEMENT OF VEHICLE PARKING RELATED OFFENSES YOU INCUR OR RECEIVE.

8.5 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL CUMULATIVE LIABILITY TO TRUX FOR ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH AGREEMENT SHALL BE THE TOTAL AMOUNT OF FEES PAID TO TRUX BY YOU IN THE THREE MONTHS PRIOR TO THE EVENT GIVING RISE TO THE CLAIM.

## 9. INDEMNIFICATION

YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS TRUX, ITS SUBSIDIARIES, AFFILIATES, AND EACH OF ITS RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS, AND SUPPLIERS FROM ANY AND ALL LIABILITIES, LOSSES, DAMAGES, COSTS, EXPENSES, CAUSES OF ACTION, SUITS (INCLUDING REASONABLE ATTORNEYS' FEES), CLAIMS, DEMANDS, OR JUDGMENTS OF ANY NATURE ARISING OUT OF OR RELATED TO: (I) ANY INACCURATE INFORMATION YOU PROVIDE; (II) YOUR BREACH OF ANY WARRANTY, REPRESENTATION, OR OBLIGATION IN THESE TERMS AND CONDITIONS, INCLUDING A FAILURE TO MAINTAIN REQUIRED INSURANCE; (III) YOUR USE OF THE SERVICES; (IV) YOUR NEGLIGENCE OR MISCONDUCT; (V) YOUR VIOLATION OF ANY APPLICABLE LAW OR THE RIGHTS OF ANY THIRD PARTY; (VI) ANY DISPUTE OR ACTION BETWEEN YOU AND ANY THIRD PARTY, INCLUDING BUT NOT LIMITED TO TRANSPORTING HAZARDOUS MATERIALS, PERFORMING ANY REPAIRS ON A VEHICLE AT ANY SITE, OR DISPOSING OF TIRES ANYWHERE ON ANY SITE; (VII) YOUR USE OF THE WEBSITE OR THE PRODUCTS OR SERVICES OF TRUX OR ANY THIRD PARTY; OR (VIII) ANY CLAIM ARISING IN WHOLE OR IN PART FROM THE CONCURRENT OR JOINT NEGLIGENCE OF YOU AND TRUX OR ANY TRUX INDEMNITEE, EXCEPT TO THE EXTENT SUCH CLAIM ARISES SOLELY FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF TRUX OR SUCH INDEMNITEE. THIS SECTION SHALL SURVIVE THE TERMINATION OF THESE TERMS AND CONDITIONS.

## **10. GOVERNING LAW; JURISDICTION AND VENUE**

**10.1 YOU AGREE THAT YOU WILL PROVIDE WRITTEN NOTICE TO TRUX AT INFO@TRUXPARKING.COM OF ANY CLAIM YOU HAVE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO A CLAIM FOR BREACH OF THIS AGREEMENT) WITHIN 30 DAYS OF THE EVENT GIVING RISE TO THE CLAIM AND THAT SUCH WRITTEN NOTICE IS A CONDITION PRECEDENT TO YOUR BRINGING ANY SUCH CLAIM AGAINST TRUX, AND THAT YOUR FAILURE TO PROVIDE SUCH TIMELY AND SUFFICIENT NOTICE WILL PERMANENTLY BAR ANY SUCH CLAIM FROM BEING ASSERTED. TO BE DEEMED SUFFICIENT, A WRITTEN NOTICE OF CLAIM MUST INCLUDE: (A) YOUR FULL NAME AND ACCOUNT INFORMATION; (B) THE ADDRESS OF THE SITE AT WHICH THE INCIDENT OCCURRED; (C) THE DATE AND TIME OF THE INCIDENT; AND (D) A DESCRIPTION OF THE NATURE OF THE CLAIM. THIS SECTION SHALL SURVIVE THE TERMINATION OF THESE TERMS AND CONDITIONS.**

**10.2** Any dispute, claim, or controversy arising out of or relating to these Terms and Conditions, the Site, or the Services shall be resolved exclusively by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association in effect at the time of filing. The arbitration shall be conducted in Atlanta, Georgia before a single arbitrator. The arbitrator's decision shall be final and binding, and any arbitration award may be enforced in any court of competent jurisdiction. The prevailing party in any arbitration shall be entitled to recover its reasonable attorneys' fees and costs incurred. These Terms and Conditions shall be governed and interpreted in accordance with, and any claim arising out of or in connection with this agreement shall be governed by, the laws of Georgia without regard to its conflicts of laws principles. The parties further agree that these Terms and Conditions shall be deemed to have been entered into, executed and performed for all purposes within the State of Georgia. This Section shall survive the termination of these Terms and Conditions.

**10.3** You agree that any dispute, claim, or controversy arising out of or relating to these Terms and Conditions, the Site, or the Services shall be brought solely in your individual capacity, and not as a plaintiff or class member in any purported class, collective, consolidated, mass, or representative

lawsuit or arbitration. This Section shall survive the termination of these Terms and Conditions.

- 10.4** We intend for the Website to be used by adults only and individuals or companies that can form legally binding contracts under applicable law. This Site and Services should not be used by minors. If you do not qualify, you are not permitted to use this Site or order or use the Services, and you do not have our consent to do so.
- 10.5** Without limiting any other remedies, we may suspend or terminate your account or your access to any Site if you are found (by conviction, settlement, insurance or escrow investigation, or otherwise) to have engaged in fraudulent activity in connection with the Site, the Services, or the Website or to have otherwise violated these Terms and Conditions.

## **11. MISCELLANEOUS**

- 11.1** Our current Privacy Policy is available on the Website and is incorporated in these Terms and Conditions by reference. We may change our Privacy Policy from time to time, as stated therein. Please see our Privacy Policy by clicking [here](#).
- 11.2** If any provision of these Terms and Conditions is found unlawful, void or for any reason unenforceable, then that provision will be considered severable from the remaining Terms and Conditions and will not affect the validity and enforceability of the remaining provisions.
- 11.3** These Terms and Conditions constitute the entire agreement between you and Trux with respect to your use of the Services and the Site, and supersede all prior and contemporaneous agreements, understandings, negotiations, representations, warranties, and communications (whether written or oral) relating to that subject matter. Any purported oral modification or waiver of these Terms and Conditions shall be void and of no effect. Notwithstanding anything in these Terms and Conditions to the contrary, if you and Trux have entered into a separately executed written lease agreement, the terms of that lease agreement shall control to the extent of any conflict with these Terms and Conditions.

- 11.4** Any inquiries concerning these Terms and Conditions should be directed to [info@truxparking.com](mailto:info@truxparking.com).
- 11.5** Assignment. You may not assign, sublet, or otherwise transfer to others your rights under these Terms and Conditions.
- 11.6** Force Majeure. Trux shall not be liable for any delay or failure to perform its obligations under these Terms and Conditions due to causes beyond its reasonable control, including, but not limited to, acts of God, natural disasters, war, terrorism, acts of vandalism, labor disputes, global pandemic, or governmental regulations.

# Schedule A

## Fee Schedule

This Schedule A is incorporated into and made part of the Trux Parking Terms and Conditions. All fees listed below are assessed in Trux's sole discretion in accordance with Section 7.4 of the Terms and Conditions and are subject to change.

Violation	Fee Amount
Unauthorized parking (no account or active booking)	1x monthly rate + recurring surcharge
Overstay (expired booking; vehicle remains on lot)	1x monthly rate
Spot overage (occupying more spots than paid)	1x monthly rate per additional spot
Spot sharing or subleasing to a third party	1x monthly rate
Disobedience of AM/RM instruction	Assessed at Trux's discretion
Parking outside assigned spot; parking in drive lane or fire lane	\$100.00
Unregistered equipment (no plate or DOT number on file)	\$50.00
Litter or debris left around equipment	\$100.00
Trash dumping	\$500.00 per occurrence
Tire or scrap metal dumping	\$500.00 per occurrence
Abandoned or inoperable vehicle or trailer	Tow at owner's expense
Storage beyond leased footprint (containers, materials, spillover)	\$250.00
Unauthorized repairs or maintenance in parking areas	\$250.00
Oil or fluid discharge on ground	\$500.00 + cleanup costs
Improper storage of hazmat, waste oil, or batteries	\$250.00
Propping or forcing gates	\$250.00 + repair costs

<b>Violation</b>	<b>Fee Amount</b>
Property damage (fencing, signs, striping, lighting, gates)	Actual repair costs