

All Class Drivers

App Terms of Use Policy

Last Updated: August 27, 2024

These Terms of Service (“Terms”) apply to your access to and use of the websites, applications and other products and services, including email services, trainings, events, marketing services, review and message boards and various other message communication applications (collectively, our “Services”) provided by All Class Drivers. (“All Class Drivers”, “we”, or “us”). By clicking to indicate your acceptance of these Terms, or otherwise accessing or using the Services, you agree to these Terms, and to use our Services in accordance with our Acceptable Use Policy, which is incorporated by reference into these Terms. If you do not agree to these Terms, including the mandatory arbitration provision and class action waiver in Section 19, do not access or use our Services.

In addition to these Terms, we may ask you to accept additional terms that apply to specific features, products or services. To the extent any additional terms conflict with these Terms, the additional terms govern with respect to your access to or use of the applicable feature, product or service. If you have any questions about these Terms or our Services, please contact us at info@allclassdrivers.com.

1. Eligibility and Authority

You must be at least 18 years of age or older to access or use our Services. If you are accessing or using our Services on behalf of another person or entity, you represent that you are authorized to accept these Terms on that person or entity’s behalf and that the person or entity agrees to be responsible to us if you or the other person or entity violates these Terms.

2. Accounts; Account Security; Electronic Communications

You will need to register for an account to access some or all of our Services. If you register for an account, you must provide accurate account information and promptly update this information if it changes. You also must maintain the security of your account, not share your account credentials, and promptly notify us if you discover or suspect that someone has accessed your account without your permission.

By creating an All Class Drivers account, you consent to receive electronic communications from All Class Drivers (e.g., via email or by posting notices on our Services). These communications may include notices about your account (e.g., payment authorizations, password changes and other transactional information) and are part of your relationship with us. You agree that any notices, agreements, disclosures or other communications that we send to you electronically will satisfy any legal communication requirements, including, but not limited to, that such communications be in writing.

3. Privacy

Please refer to our Privacy Policy (<https://allclassdrivers.com/privacy-policy/>) for information about how we collect, use and disclose information about you.

4. Our Services; License.

Our Services may allow you and other users to create, post, store and share marketing, communications, or other content, including, but not limited to, email, text or SMS messages, photos, videos, software and other materials, and review or message boards (collectively, "Marketing Content"). Except for the license you grant below, you retain all rights in and to your Marketing Content, as between you and All Class Drivers. You grant All Class Drivers a nonexclusive, royalty-free, worldwide, fully-paid, and sub-licensable license to use, reproduce, adapt, publish, translate, distribute, and display your Marketing Content to the recipients or audience designated by you or otherwise in accordance with the settings you specify in the Services. As a part of the Services, we may view, copy, and internally use Marketing Content to help us train and improve the Services, including their functionality and effectiveness for you and your campaigns, as well as to assist us in detecting issues. You may not to create, post, store or share any Marketing Content that violates these Terms, including our Acceptable Use Policy (<https://allclassdrivers.com/privacy-policy/>), or for which you do not have all the rights necessary to grant us the license described above. When using the Services, you may import data, including personally identifiable information, regarding your Contacts (as defined below) ("Contact Data"). We view and use Contact Data only to provide Services to you, at your direction and, as part of the Services, to train, detect issues with our Services, and to ensure their proper functioning. We do not disclose Contact Data to third parties, except as follows:

We may share Contact Data with our third party service providers to provide our Services or administer the site.

If any portion of All Class Drivers is sold, Contact Data may be part of the business assets we transfer. Contact Data also may be disclosed if All Class Drivers is considering or completes the financing, securitization, insuring, sale, assignment or other transfer of all or part of the company.

We may disclose Contact Data as we reasonably believe is necessary to comply with any judicial or governmental subpoenas, warrants or orders.

We reserve the right to use, disclose and share your information and Contact Data to investigate, prevent or take action with respect to any potential or actual fraud, illegal activities, circumstances which threaten the physical safety of any person, violations of these Terms of Service or as otherwise required by law.

We may receive requests directly from individuals, including your Contacts, not to receive emails from our Services. To comply with international data protection laws and to respect their requests, we place those individuals on a communications exclusion list ("Global Exclusion List") so that they may no longer receive communications from our Services. If a requesting individual is a Contact in your database, we will use commercially reasonable efforts to notify you of such request before placing that Contact on our list.

5. Prohibited Conduct

5.1. Prohibited Activities on the Services.

You will not violate any applicable law, contract, intellectual property or other third-party right or commit a tort, and you are solely responsible for your conduct while accessing or using our Services. When you access or use our Services, you will not:

Engage in any harassing, threatening, intimidating, predatory or stalking conduct;

Impersonate any person or entity, including without limitation, any All Class Drivers official, employee, or falsely state or otherwise misrepresent your affiliation with such a person or entity;

Use or attempt to use another user's account without authorization from that user and All Class Drivers;

Access the Services by any means other than through the standard industry-accepted or All Class Drivers-approved application program interfaces;

Use our Services in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying our Services or that could damage, disable, overburden or impair the functioning of our Services in any manner;

Delete or revise any material, including Marketing Content, posted by another person or entity;

Delete or modify any author attributions, legal notices or proprietary designations or labels that you upload to any communication feature;

Register, subscribe, attempt to register or subscribe, unsubscribe or attempt to unsubscribe, any party for any All Class Drivers product or Service if you are not expressly authorized by such party to do so;

Reverse engineer any aspect of our Services or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any part of our Services;

Attempt to circumvent any content-filtering techniques we employ or attempt to access any feature or area of our Services that you are not authorized to access;

Develop or use any third-party applications that interact with our Services without our prior written consent, including any scripts designed to scrape or extract data from our Services;

Bypass or ignore instructions contained in our robots.txt file that controls automated access to portions of our Services;

Export or attempt to export certain data points, including but not limited to EGEO and

ERJA data, that cannot be exported from the Services; or

Use our Services for any illegal or unauthorized purpose, or engage in, encourage or promote any activity that violates these Terms.

5.2. Compliance with Laws

You represent and warrant that your access to and use of the Services will comply with all applicable laws, rules and regulations, including but not limited to Export Control and Sanctions Laws (defined below) and those that relate to privacy and data protection and to the sending of electronic communications. You further represent and warrant that you have a lawful basis for processing and sending Marketing Content and communications to your customers, business contacts or followers who consent to receiving marketing messages from you or on your behalf (“Contacts”), whether through legally appropriate consents or otherwise. You will not provide All Class Drivers or upload to the Services, or take any actions with respect to, any Marketing Content or Contact Data for which you do not have a lawful basis for processing, permissions or consents in accordance with applicable data protection laws. You (and not All Class Drivers) are responsible for ensuring that you meet all notice and consent obligations for sending communications to individuals in the jurisdictions where they reside. For more information and tips, please see our Consent page . While our Services allow you to manage and access consents and other Contact Data, you acknowledge and agree that you, and not All Class Drivers, have sole responsibility for maintaining all records relating thereto. You are solely responsible for determining whether our Services are suitable for use in light of any laws and regulations that govern your entity, industry, or relationship with your own Contacts, including but not limited to consumer protection, privacy, advertising, intellectual property or other laws. You may not use our Services for any unlawful or discriminatory activities, including acts prohibited by the Federal Trade Commission Act, Fair Credit Reporting Act, Equal Credit Opportunity Act, or other laws that apply to commerce. You further represent and warrant that your use of the Services, including the information that you upload to or make available through the Services will not cause All Class Drivers to violate any applicable laws, rules and regulations, including but not limited to those that relate to privacy and data protection and to the sending of electronic communications. We may suspend or restrict your access to or use of the Services if we suspect that your Marketing Content includes spam or otherwise duplicative or unsolicited messages in violation of applicable laws.

5.3. Web Personalization Feature

If you are on a Professional or Enterprise subscription plan, you may access our Web Personalization feature, which allows you to create personalized versions of your webpage (“Experiences”) for your Contacts. Experiences are created by changing the text, image, link or button text (each, an “Element”) displayed to your Contacts based on your segment conditions. The aggregate number of unique Experiences that you may create, using a combination of different Elements and segments, is limited to ten (10) times your Contact limit. Your failure to adhere to such limit may result in interruption, suspension or termination of the Services.

5.4. Reporting Abuse

If you think anyone using the Services is violating any of these Terms, please notify us immediately

6. Terms of Sale

6.1. Subscriptions

When you sign up for our Services, you agree to a recurring subscription contract with All Class Drivers on a monthly, quarterly, annual, or other temporal basis that you select when signing up for the Services. WHEN YOU REGISTER FOR A SUBSCRIPTION, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT (A) All Class Drivers (OR OUR THIRD PARTY PAYMENT PROCESSOR) IS AUTHORIZED TO CHARGE YOU ON A MONTHLY, QUARTERLY, ANNUAL, OR OTHER BASIS AS APPLICABLE FOR YOUR SUBSCRIPTION (IN ADDITION TO ANY APPLICABLE TAXES AND OTHER CHARGES) FOR AS LONG AS YOUR SUBSCRIPTION CONTINUES, AND (B) YOUR SUBSCRIPTION IS CONTINUOUS UNTIL YOU CANCEL IT OR WE SUSPEND OR STOP PROVIDING ACCESS TO THE SERVICES IN ACCORDANCE WITH THESE TERMS. For more information about pricing and subscription plans, please visit our Pricing page.

6.2. Cancellation.

You may cancel your subscription at any time by logging into your account and following the instructions on your account dashboard for cancellation or by contacting us . Such cancellation notice must be sent by the designated account owner or an authorized signatory. Inactivity does not constitute automatic cancellation, so unless you cancel your account in accordance with this section, you will continue to be charged for subscription to the Services. All cancellation requests will take effect at the end of the then-current subscription period in which the cancellation request is made, and you will be responsible for all fees and any applicable taxes and other charges rendered up through the cancellation date.

In the event you cancel your subscription, please note that we may still send you promotional communications about All Class Drivers, unless you opt out of receiving those communications by following the unsubscribe instructions provided therein.

If you are interested in canceling your subscription, we may provide you with the option of pausing your subscription for a certain period of time. During the pause period, your account will remain active in our system, and we will retain the data, including Contact Data, associated with your account. The collection, use and disclosure of such data will continue to be subject to our Privacy Policy.

6.3. One-Time Purchases

Some features of our Services, such as templates, may be offered as a standalone, non-subscription product. We will charge your payment method at the time of such purchases as a one-time purchase.

6.4. Free Trials

From time to time, to the extent legally permitted, we may offer free trials of certain subscriptions for specified period of time without payment. If we offer you a free trial, the specific terms of your free trial will be provided in the marketing materials

describing the particular trial or at registration. We reserve the right to modify or terminate free trials at any time, without notice and in our sole discretion.

6.5. Payment and Billing Information

By providing a credit card or other payment method that we accept, you represent and warrant that you are authorized to use the designated payment method. In addition, you authorize (or our third party payment processor) to charge your payment method for the total amount of your subscription fees (and applicable taxes and other charges). If the payment method cannot be verified, is invalid or is otherwise not acceptable, your account may be suspended until your payment is processed. You must resolve any problem we encounter in order to proceed.

You acknowledge that the amount billed may vary due to promotional offers, changes to your subscription or changes in applicable taxes or other charges, and you authorize us (or our third party payment processor) to charge your payment method for the corresponding amount.

If you are in Brazil, the following applies to you: in order to enable remittance of funds for the payment of goods, products and/or services purchased from merchants abroad, you appoint PPRO Brasil Ltda. as your attorney-in-fact to, on your behalf, sign foreign exchange agreements and other agreements that may be necessary to effect the respective remittance of funds, including the power to negotiate terms, rates, renegotiate fees, or even in whole or in part supersede the mandate granted.

7. Limited License; Copyright and Trademark

Our Services and the text, graphics, images, photographs, videos, illustrations, trademarks, trade names, service marks, logos, slogans and other content contained therein (collectively, the "All Class Drivers Content") are owned by or licensed to All Class Drivers and are protected under both United States and foreign laws. Except as explicitly stated in these Terms, All Class Drivers and our licensors reserve all rights in and to our Services and the All Class Drivers Content. You are hereby granted a limited, nonexclusive, nontransferable, non-sublicensable, revocable license to access and use our Services and All Class Drivers Content for (i) your own personal use or (ii) if you are a business or organization, to communicate about your business or organization with your Contacts. However, such license is subject to these Terms and does not include any right to (a) sell, resell or commercially use our Services or All Class Drivers Content; (b) copy, reproduce, distribute, publicly perform or publicly display All Class Drivers Content, except as expressly permitted by us or our licensors; (c) modify the All Class Drivers Content, remove any proprietary rights notices or markings, or otherwise make any derivative uses of our Services or All Class Drivers Content; (d) use any data mining, robots or similar data gathering or extraction methods; and (e) use our Services or All Class Drivers Content other than for their intended purposes. Any use of our Services or All Class Drivers Content other than as specifically authorized herein, without our prior written permission, is strictly prohibited and will terminate the license granted herein.

8. Third Party Content and Services

We may display content, advertisements and promotions from third parties through the Services ("Third Party Content"). We do not control, endorse or adopt any Third Party Content, and we make no representations or warranties of any kind regarding such Third

Party Content, including, without limitation, regarding its accuracy or completeness. You acknowledge and agree that your interactions with third parties providing Third Party Content are solely between you and such third parties. If All Class Drivers requires you to accept additional terms, conditions, or obligations in connection with your use of third party services or third party integrations ("Third Party Terms"), we will provide you advanced notice and obtain your authorization or acceptance of such Third Party Terms, which shall include your continued use of such services or integrations.

We may also provide you with access to certain services, features or functionality offered by a third party in connection with the Services. Use of any such services, features or functionality will be subject to separate terms of service between you and such third party, and not these Terms. The third party provider, and not All Class Drivers, will be solely responsible for providing you with such services, features or functionality.

9. Feedback

Any questions, comments, suggestions, ideas, original or creative materials or other information you submit about All Class Drivers or our products or Services (collectively, "Feedback"), is non-confidential and will become the sole property of All Class Drivers. We will own exclusive rights, including, without limitation, all intellectual property rights, in and to Feedback and will be entitled to the unrestricted use and dissemination of Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

10. Publicity

You agree to be identified as a customer of All Class Drivers and that All Class Drivers may refer to you by name, trade name, trademark, logo and other proprietary marks or words, and may describe your business, in our marketing or publicity materials, on our website, and in press releases or other public statements. You hereby grant All Class Drivers a nonexclusive, royalty-free, worldwide, fully-paid, and sub-licensable license to use your name and any of your trade names, trademarks, logos and other proprietary marks or words pursuant to this Section 10.

11. Copyright Complaints

We have a policy of limiting access to our Services and terminating the accounts of users who infringe the intellectual property rights of others. If you believe that anything on our Services infringes any copyright that you own or control, you may notify All Class Drivers's Designated Agent as follows:

12. Indemnification

To the fullest extent permitted by applicable law, you will indemnify, defend, and hold harmless All Class Drivers, our parent, subsidiaries and affiliates, and each of our respective officers, directors, agents, partners and employees (individually and collectively, the "All Class Drivers Parties") from and against any loss, liability, claim, demand, damages, expenses or costs ("Claims") arising out of or related to (a) your access to or use of our Services; (b) your Marketing Content or Feedback; (c) your violation of these Terms; (d) your violation, misappropriation or infringement of any rights of another (including intellectual property rights or privacy rights) or (e) your conduct in connection with our Services. You agree to promptly notify All Class Drivers Parties of any third party Claims, cooperate with All Class Drivers Parties in defending such Claims and pay all fees, costs and expenses associated with defending such Claims (including, but not limited to, attorneys' fees). You also agree that All Class Drivers Parties will have control of the defense or settlement of any

third party Claims. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and All Class Drivers or the other All Class Drivers Parties.

13. Disclaimers

WE DO NOT CONTROL, ENDORSE OR TAKE RESPONSIBILITY FOR ANY MARKETING CONTENT, THIRD-PARTY CONTENT OR THIRD-PARTY SERVICES MADE AVAILABLE ON OR LINKED TO BY OUR SERVICES. YOUR USE OF OUR SERVICES IS AT YOUR SOLE RISK. OUR SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. IN ADDITION, All Class Drivers DOES NOT REPRESENT OR WARRANT THAT OUR SERVICES ARE ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE. WHILE All Class Drivers ATTEMPTS TO MAKE YOUR ACCESS TO AND USE OF OUR SERVICES SAFE, WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT OUR SERVICES OR SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ASSUME THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SERVICES. AS BETWEEN YOU AND All Class Drivers, YOU WILL BE SOLELY RESPONSIBLE FOR RESPONDING TO AND HONORING ALL REQUESTS RELATING TO THE RIGHTS OF YOUR CONTACTS AND THEIR PERSONAL DATA PURSUANT TO AND IN ACCORDANCE WITH APPLICABLE DATA PROTECTION LAWS.

14. Limitation of Liability

All Class Drivers AND THE OTHER All Class Drivers PARTIES WILL NOT BE LIABLE TO YOU UNDER ANY THEORY OF LIABILITY—WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, WARRANTY, STRICT LIABILITY OR OTHERWISE—FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES OR LOST PROFITS, EVEN IF All Class Drivers OR THE OTHER All Class Drivers PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF All Class Drivers AND THE OTHER All Class Drivers PARTIES, FOR ANY CLAIM ARISING OUT OF OR RELATING TO THESE TERMS OR OUR SERVICES, REGARDLESS OF THE FORM OF THE ACTION, IS LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO ACCESS OR USE OUR SERVICES. THE LIMITATIONS SET FORTH IN THIS SECTION WILL NOT LIMIT OR EXCLUDE LIABILITY FOR THE GROSS NEGLIGENCE, FRAUD OR INTENTIONAL MISCONDUCT OF All Class Drivers OR THE OTHER All Class Drivers PARTIES OR FOR ANY OTHER MATTERS IN WHICH LIABILITY CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. ADDITIONALLY, SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

15. Release

To the fullest extent permitted by applicable law, you release All Class Drivers and the other All Class Drivers Parties from responsibility, liability, claims, demands, and/or damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between users and the acts or omissions of third parties. You expressly waive any rights you may have under California Civil Code § 1542 as well as any other statute or common law principles that

would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.

16. Transfer and Processing Data;

By accessing or using our Services, you consent to the processing, transfer and storage of information about you in and to the United States and other countries, where you may not have the same rights and protections as you do under local law.

17. Export Control, Sanctions Compliance and Anti-Corruption Compliance

17.1. Export Control and Sanctions Compliance

The receipt and use of our Services may be subject to export control and economic sanctions laws of the United States and other applicable government authorities ("Export Control and Sanctions Laws"). You agree to abide by all Export Control and Sanctions Laws as they relate to your access and use of our Services. You will not, directly or indirectly, access or use our Services if you are located in a jurisdiction where the provision of our Services is prohibited by law (a "Prohibited Jurisdiction"), including Cuba, Iran, North Korea, Syria, and the Crimea region. You also will not provide access to or allow the use of our Services by any government, entity or individual: (a) located in any Prohibited Jurisdiction; or (b) identified on the U.S. Treasury Department's list of Specially Designated Nationals, the U.S. Department of Commerce's Denied Persons List or Entity List, or subject to any other expert control or economic sanctions lists or programs. You represent and warrant that: (a) you are not named on or subject to any government sanctions programs or list of persons or entities prohibited from receiving U.S. exports, or engaging in transactions with any U.S. person; (b) you are not located in, or a company registered in, any Prohibited Jurisdiction; and (c) you will comply with all applicable laws regarding the transmission of technical data exported from the United States and the country in which you are located.

17.2. Anti-Corruption Compliance

You will comply with all applicable United States and international anti-corruption and anti-bribery laws and regulations, including the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, and others as they relate to your access to and use of our Services. You acknowledge that you have not received or been offered any illegal or improper bribe, kickback, payment, gift or thing of value in connection with these Terms.

18. Commercial Items

If acquired by any agency of the U.S. Government, such agency acknowledges that (a) the App and Services constitute "commercial computer software" or "commercial computer software documentation" for purposes of 48 C.F.R. §12.212 and 48 C.F.R. §227.7202, as applicable; and (b) such agency's rights are limited to those specifically granted under these Terms.

19. Dispute Resolution; Binding Arbitration

Please read the following section carefully because it requires you to arbitrate certain disputes and claims with All Class Drivers and limits the manner in which you can seek relief from us.

Except for small claims disputes in which you or All Class Drivers seek to bring an individual action in small claims court located in the county of your billing address or disputes in which

you or All Class Drivers seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, you and All Class Drivers waive your rights to a jury trial and to have any dispute arising out of or related to these Terms or our Services resolved in court. Instead, all disputes arising out of or relating to these Terms or our Services will be resolved through confidential binding arbitration held in Cook County, Illinois in accordance with the Streamlined Arbitration Rules and Procedures ("Rules") of the Judicial Arbitration and Mediation Services ("JAMS"), which are available on the JAMS website and hereby incorporated by reference. You either acknowledge and agree that you have read and understand the rules of JAMS or waive your opportunity to read the rules of JAMS and any claim that the rules of JAMS are unfair or should not apply for any reason.

You and All Class Drivers agree that any dispute arising out of or related to these Terms or our Services is personal to you and All Class Drivers and that any dispute will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding.

You and All Class Drivers agree that these Terms affect interstate commerce and that the enforceability of this Section 19 will be substantively and procedurally governed by the Federal Arbitration Act, 9 U.S.C. § 1, et seq. (the "FAA"), to the maximum extent permitted by applicable law. As limited by the FAA, these Terms and the JAMS Rules, the arbitrator will have exclusive authority to make all procedural and substantive decisions regarding any dispute and to grant any remedy that would otherwise be available in court; provided, however, that the arbitrator does not have the authority to conduct a class arbitration or a representative action, which is prohibited by these Terms. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual's claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual. You and All Class Drivers agree that for any arbitration you initiate, you will pay the filing fee and All Class Drivers will pay the remaining JAMS fees and costs. For any arbitration initiated by All Class Drivers, All Class Drivers will pay all JAMS fees and costs. You and All Class Drivers agree that the state or federal courts of the State of Illinois and the United States sitting in Cook County, Illinois have exclusive jurisdiction over any appeals and the enforcement of an arbitration award.

Any claim arising out of or related to these Terms or our Services must be filed within one year after such claim arose; otherwise, the claim is permanently barred, which means that you and All Class Drivers will not have the right to assert the claim.

You have the right to opt out of binding arbitration within thirty (30) days of the date you first accepted the terms of this Section 19 by emailing us . In order to be effective, the opt out notice must include your full name and clearly indicate your intent to opt out of binding arbitration. By opting out of binding arbitration, you are agreeing to resolve disputes in accordance with Section 20.

20. Governing Law and Venue

These Terms and your access to and use of our Services will be governed by and construed and enforced in accordance with the laws of State of Illinois, without regard to conflict of law rules or principles (whether of Illinois or any other jurisdiction) that would cause the

application of the laws of any other jurisdiction. Any dispute between the parties that is not subject to arbitration or cannot be heard in small claims court will be resolved in the state or federal courts of Illinois and the United States, respectively, sitting in Cook County, Illinois.

21. Changes to these Terms

We may make changes to these Terms from time to time. If we make changes, we will post the amended Terms to our Services and update the "Last Updated" date above. We may also attempt to notify you by sending an email notification to the address associated with your account or providing notice through our Services. Unless we say otherwise in our notice, the amended Terms will be effective immediately and your continued access to and use of our Services after we provide notice will confirm your acceptance of the changes. If you do not agree to the amended Terms, you must stop accessing and using our Services.

22. Termination

We reserve the right, without notice and in our sole discretion, to terminate your right to access or use our Services. We are not responsible for any loss or harm related to your inability to access or use our Services.

23. Severability

If any provision or part of a provision of these Terms is unlawful, void or unenforceable, that provision or part of the provision is deemed severable from these Terms and does not affect the validity and enforceability of any remaining provisions.

24. Miscellaneous

These Terms constitute the entire agreement between you and All Class Drivers relating to your access to and use of our Services. Any additional or different terms proposed by you in any purchase order, request for proposal or other document are hereby objected to by All Class Drivers and shall be void. The failure of All Class Drivers to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision. The section titles in these Terms are for convenience only and have no legal or contractual effect. Except as otherwise provided herein, these Terms are intended solely for the benefit of the parties and are not intended to confer third party beneficiary rights upon any other person or entity. This Agreement may not be assigned or transferred by you except with our prior written consent. These Terms may not be assigned or transferred by you except with our prior written consent. These Terms may be executed and delivered electronically and in one or more counterparts, each of which shall, when taken together, constitute a single document