

Terms and Conditions

Last Updated: 01/01/2025

Welcome to **Trucking Boss**, a mobile platform designed for comprehensive trucking business management. By using our website (<https://loadnex.ai/>) and mobile application, you agree to these Terms and Conditions. Please read them carefully before accessing or using our services.

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1. Introduction

1.1 Overview of Trucking Boss

Trucking Boss is a **mobile-first platform** designed to optimize and automate trucking business operations across **all 50 U.S. states**. It is operated by **Trucking42, Inc.**, a Florida-based company, and provides a comprehensive suite of services tailored to **owner-operators, fleet owners, and trucking professionals**.

Our platform offers **load booking, operational support, financial management, compliance assistance, and strategic business consulting** to help trucking businesses **increase profitability, streamline workflows, and reduce costs**.

By using **Trucking Boss**, users gain access to a centralized system that integrates with **load boards, financial tools, compliance management systems, and industry-specific resources**. This allows for **real-time decision-making, automated reporting, and enhanced operational efficiency**.

1.2 Agreement to Terms

By accessing or using the **Trucking Boss** website (<https://loadnex.ai/>) and **mobile application**, you acknowledge that you have read, understood, and agreed to be legally bound by these **Terms and Conditions**.

If you **do not agree** to these Terms, you must **immediately discontinue use of the platform**. Your continued use constitutes **acceptance of all provisions** outlined in this agreement.

1.3 Binding Legal Agreement

These **Terms and Conditions** form a **legally binding contract** between **Trucking42, Inc.** and any individual or business entity that registers for, accesses, or uses the **Trucking Boss** platform.

By using this platform, you represent and warrant that:

- You have the **legal capacity and authority** to enter into this agreement.
- You will **comply with all applicable laws and regulations**, including **FMCSA, DOT, and state-specific trucking requirements**.
- You will provide **accurate and truthful business information** during account registration and continued use.
- You accept that **Trucking Boss is not liable** for any business decisions, operational disruptions, or financial losses resulting from the use of the platform.

1.4 Scope of Services

Trucking Boss provides **business-to-business (B2B) services** and is intended **exclusively for professional trucking operations**. Our services include, but are not limited to:

- **Load Booking & Dispatch Management** – AI-driven load searches, real-time pricing, and seamless booking.
- **Operational Support** – Fast payment processing, dispute resolution, and emergency assistance.
- **Accounting & Tax Compliance** – Financial reports, payroll management, and tax preparation.
- **Fleet & Employee Management** – KPI tracking, automation of daily tasks, and business optimization.
- **Strategic Business Consulting** – Growth strategies, financial planning, and expert guidance.

The platform is **not** designed for **personal use, non-commercial transport, or general logistics unrelated to trucking operations.**

1.5 Nationwide Availability & Compliance

The **Trucking Boss** platform is available in **all 50 U.S. states** and is designed to help users remain compliant with **federal, state, and local regulations** applicable to commercial trucking.

While **Trucking Boss** assists users in managing **FMCSA, DOT, IFTA, and IRS compliance**, it **does not provide legal or financial advice**. Users remain solely responsible for ensuring their business adheres to all relevant laws and regulations.

1.6 Modifications to Terms

Trucking42, Inc. reserves the right to **update, modify, or amend** these **Terms and Conditions** at any time. Any changes will be effective immediately upon posting on the website or mobile application.

Users are responsible for **reviewing the latest version of these Terms** before continuing to use the platform. If you continue using **Trucking Boss** after modifications, it constitutes your **acceptance of the revised terms**.

1.7 Contact Information

For questions or concerns regarding these **Terms and Conditions**, you may contact us at:

 **Company Name:** Trucking42, Inc.
 **Address:** 1111 Brickell Ave 1550, Miami, FL 33131, USA
 **Phone:** +1 (321)-888-3347
 **Email:** support@truckingboss.com

2. Definitions

For the purposes of these Terms and Conditions, the following terms shall have the meanings set forth below:

- **“Company”** refers to **Trucking42, Inc.**, the legal entity operating **Trucking Boss**, with its principal place of business at **1111 Brickell Ave 1550, Miami, FL 33131, USA**.
- **“Platform”** refers to **Trucking Boss**, including both its **website** (<https://loadnex.ai/>) and **mobile application**, which provides trucking business management services.
- **“User”** refers to any individual or entity accessing or using the **Trucking Boss** platform, including but not limited to **owner-operators, fleet owners, dispatchers, logistics managers, and other trucking professionals**.

- **“Services”** refers to all features and functionalities provided by **Trucking Boss**, including but not limited to **load booking, operational management, financial reporting, compliance assistance, and business consulting**.
- **“Account”** refers to the **registered user profile** on the platform, which may include personal, business, and financial information.
- **“MC Number”** refers to a **Motor Carrier (MC) Number** issued by the **Federal Motor Carrier Safety Administration (FMCSA)**, required for operating commercial trucks across state lines in the United States.
- **“DOT Number”** refers to a **unique identifier assigned by the U.S. Department of Transportation (DOT)** for trucking companies engaged in interstate commerce.
- **“ELD” (Electronic Logging Device)** refers to a system used to **track driving hours and ensure compliance with Hours of Service (HOS) regulations** as required by FMCSA.
- **“Third-Party Services”** refers to **external service providers** that integrate with **Trucking Boss**, such as **load boards, factoring companies, compliance agencies, fuel card services, and tax professionals**.
- **“Data”** refers to **any information collected from users**, including **personal details (name, email, phone number), business information (MC/DOT, LLC status, years in trucking), operational data (load history, revenue, expenses), and any other content submitted through the platform**.
- **“Confidential Information”** refers to **non-public information** disclosed by either party in relation to the use of the platform, including but not limited to **business operations, financial records, and proprietary trucking strategies**.
- **“Applicable Laws”** refers to **all federal, state, and local laws, rules, and regulations governing trucking operations, financial reporting, and digital services in the United States**, including **FMCSA, DOT, IFTA, and IRS regulations**.

3. User Eligibility

3.1 General Eligibility Requirements

The **Trucking Boss** platform is designed exclusively for **commercial trucking businesses** and is intended for **business use only**. To use **Trucking Boss**, you must meet the following eligibility criteria:

- You must be at least **18 years old** and capable of entering into a legally binding contract under U.S. law.
- You must be a **trucking professional** operating within the United States, including but not limited to:
 - **Owner-operators**
 - **Fleet owners**
 - **Dispatchers**
 - **Trucking company executives and managers**

- **Freight brokers** (if applicable)
 - **Independent contractors working in the trucking industry**
- You must use **Trucking Boss** solely for **business purposes** related to trucking operations and not for personal, non-commercial, or unlawful activities.

3.2 Business and Compliance Requirements

All users must comply with **federal, state, and local laws** related to trucking operations. This includes, but is not limited to:

- **Federal Motor Carrier Safety Administration (FMCSA) compliance**
- **U.S. Department of Transportation (DOT) regulations**
- **Electronic Logging Device (ELD) compliance** where applicable
- **International Fuel Tax Agreement (IFTA) compliance**
- **State and federal tax obligations**

By registering on the **Trucking Boss** platform, users **agree** that they will:

- Provide **accurate and up-to-date business information**.
- Ensure their **trucking business is legally registered** (LLC, Inc., or sole proprietorship).
- Maintain **valid MC/DOT numbers**, if applicable.
- Comply with all applicable trucking and transportation regulations.

3.3 Account Registration and Verification

To access and use **Trucking Boss**, you must **create an account** by providing the following information:

- **Full legal name or business name**
- **Email address and phone number**
- **Business registration details (if applicable)**
- **MC/DOT number (if applicable)**
- **Years of experience in trucking**
- **Truck and trailer ownership status**
- **Commercial Driver's License (CDL) upload (if applicable)**

By registering for an account, you agree to:

- Provide **true, accurate, and complete information**.
- Keep your account credentials **secure and confidential**.
- Accept full **responsibility for any activity** occurring under your account.
- Notify **Trucking Boss** immediately in case of **unauthorized access or security breaches**.

3.4 Restricted Users

You may **not** use **Trucking Boss** if:

- You are under **18 years of age**.
- You are **not involved in the trucking industry** or are attempting to use the platform for **non-business purposes**.
- You provide **false or misleading information** during registration.
- You attempt to use the platform for **fraudulent, illegal, or unethical activities**.
- Your account has been **previously suspended or banned** from the platform.

3.5 Nationwide Access & Jurisdiction

The **Trucking Boss** platform is available in **all 50 U.S. states**. However, specific services or third-party integrations may be **limited based on state regulations**. Users are responsible for ensuring their **business operations comply with state-specific trucking laws**.

If you are registering an account on behalf of a **business entity**, you **must have the legal authority** to bind that entity to these Terms and Conditions.

4. Services Provided

The **Trucking Boss** platform offers a **comprehensive suite of trucking management tools**, enabling owner-operators and fleet owners to **optimize operations, reduce costs, and maximize profits**.

4.1 Load Booking & Dispatch Management

- **AI-powered load search**: Aggregates and analyzes loads from multiple **load boards**.
- **Real-time pricing & rate analysis**: Ensures **above-market rates** by selecting the best loads.
- **Automated dispatching**: Assigns loads based on availability, profitability, and operational efficiency.
- **Transparent booking process**: All options are collected **in one place** for fast and informed decision-making.

4.2 Operational Support & Assistance

- **Fast payment processing**: Reduces waiting time for load payments.
- **Dispute resolution**: Assists in handling **cargo claims, broker disputes, and billing issues**.
- **24/7 emergency assistance**: Provides support for **accidents, breakdowns, and unforeseen incidents**.
- **Service locator**: Helps find **fuel stations, repair shops, hotels, and truck stops**.

4.3 Financial Management & Tax Reporting

- **Profit & Loss (P&L) tracking:** Monitors revenue, expenses, and overall business performance.
- **GAAP-compliant accounting:** Generates accurate financial reports.
- **Cash flow and balance sheet management:** Ensures financial stability.
- **Automated driver payroll:** Generates **paystubs** and ensures accurate salary payments.
- **Tax compliance tools:** Helps users manage **IFTA reporting and state/federal tax obligations**.

4.4 Fleet & Employee Management

- **Automated task management:** Reduces manual work and increases efficiency.
- **Employee KPI monitoring:** Tracks **driver performance, safety records, and compliance**.
- **Fleet optimization:** Manages truck maintenance schedules, inspections, and repairs.
- **Business structure automation:** Streamlines operations for **small, medium, and large** trucking companies.

4.5 Business Strategy & Growth Consulting

- **Ready-made business strategies:** Helps new and experienced trucking professionals scale operations.
- **Financial forecasting & budgeting:** Provides a clear roadmap for **long-term success**.
- **Personalized guidance from experienced MCs:** Offers industry insights and best practices.

4.6 Additional Features

The **Trucking Boss** platform integrates with **third-party services** to enhance trucking business management, including:

- **Load boards** (DAT, Truckstop, and others)
- **Factoring companies** for fast invoice payments
- **ELD providers** for Hours of Service (HOS) tracking
- **Fuel card programs** for cost savings
- **Insurance and compliance services**

Users acknowledge that while **Trucking Boss** provides access to these third-party services, it **does not control or assume liability** for their performance or terms of service.

5. Data Collection and Privacy Policy

5.1 Overview

Trucking Boss values your privacy and is committed to protecting your personal and business data. This section explains **what data we collect, how we store it, and how it is used** in accordance with applicable **U.S. federal and state data privacy laws**, including but not limited to the **California Consumer Privacy Act (CCPA)** and other relevant regulations.

By using the **Trucking Boss** platform, you consent to the collection, processing, and storage of your data as described in this section.

5.2 Data We Collect

We collect both **personal and business-related data** to provide our services effectively. The data categories include:

A. Personal Information (User-Provided Data)

- Full name
- Email address
- Phone number
- CDL upload (if applicable)

B. Business Information

- Business name (if applicable)
- MC/DOT number
- LLC/Inc. registration status
- Years of experience in trucking
- Truck and trailer ownership status

C. Operational and Financial Data

- Load booking history
- Revenue and expense records
- Tax and compliance documentation
- Payroll and driver compensation details

D. Technical and Device Information

- IP address
- Browser type and operating system
- Mobile device ID (for app users)
- Cookies and tracking technologies

5.3 How We Use Your Data

We use the collected data for the following purposes:

- **Service Provisioning:** To provide **load booking, financial management, compliance tracking, and operational support services**.
- **Account Management:** To verify user accounts, prevent fraud, and enforce security measures.
- **Business Insights:** To improve platform features based on user behavior and trucking market trends.
- **Marketing & Communication:** To send updates, newsletters, and promotional materials (with opt-out options).
- **Compliance & Legal Obligations:** To comply with **FMCSA, DOT, IFTA, and IRS regulations**.

We **do not** sell or rent personal data to third parties. However, we may share data with **trusted third-party service providers** (such as **load boards, financial partners, and compliance agencies**) to facilitate **seamless trucking operations**.

5.4 Data Security & Storage

We implement **industry-standard security measures** to protect user data from unauthorized access, alteration, or loss, including:

- **Encryption:** Data is encrypted during transmission and at rest.
- **Access Controls:** Restricted access to sensitive data based on role-based authentication.
- **Regular Security Audits:** Routine assessments to identify and mitigate vulnerabilities.

User data is stored on **secure U.S.-based servers**, and we retain data only for as long as necessary to fulfill the purposes stated in this policy.

5.5 User Rights & Choices

Users have the following rights regarding their data:

- **Access & Correction:** Request a copy of the personal data stored by Trucking Boss.
- **Opt-Out:** Unsubscribe from marketing emails at any time.
- **Data Deletion:** Request deletion of personal data, subject to legal and operational requirements.
- **Third-Party Sharing Control:** Users can limit data sharing with certain third-party services.

To exercise these rights, users can contact **support@truckingboss.com**.

5.6 Third-Party Services & Integrations

Trucking Boss integrates with **third-party platforms** such as **load boards, compliance agencies, and accounting services**. While we take measures to ensure that third-party partners comply with data protection laws, we **are not responsible** for their privacy practices.

Users should review the privacy policies of any third-party services they choose to connect with through Trucking Boss.

6. User Responsibilities

6.1 General User Obligations

By using **Trucking Boss**, users agree to:

- **Provide accurate, complete, and truthful information** during registration and continued use.
- **Use the platform for lawful trucking-related business purposes** only.
- **Comply with all applicable laws and regulations**, including FMCSA, DOT, IFTA, and IRS rules.
- **Maintain the confidentiality of account credentials** and take responsibility for all activities under their account.

Users acknowledge that **Trucking Boss is a management tool** and does not operate as a **broker, carrier, or direct trucking service provider**.

6.2 Prohibited Activities

Users may **not**:

- Provide **false, fraudulent, or misleading** information.
- Use the platform for **illegal activities**, including **fraud, money laundering, or tax evasion**.
- Share or distribute **unauthorized third-party data** through the platform.
- Attempt to **reverse-engineer, hack, or interfere** with Trucking Boss systems.
- Use the platform to **harass, exploit, or discriminate against** other users.
- Misuse third-party integrations in a way that violates their terms of service.

Violation of these provisions **may result in immediate account suspension or termination**, and in some cases, legal action.

6.3 Compliance with Industry Regulations

Users must ensure that their trucking operations comply with:

- **Federal Motor Carrier Safety Administration (FMCSA) regulations**
- **U.S. Department of Transportation (DOT) guidelines**
- **Electronic Logging Device (ELD) compliance (if applicable)**
- **State-specific tax and trucking laws**

Trucking Boss **assists users in managing compliance** but **does not assume liability** for non-compliance with government regulations.

6.4 Account Security & User Responsibility

Users are **solely responsible** for maintaining the **security and confidentiality** of their account credentials. Trucking Boss is **not responsible** for unauthorized access resulting from user negligence.

In case of a suspected security breach, users must **immediately report it to support@truckingboss.com**.

6.5 Limitation of Liability for User Actions

Trucking Boss **provides a platform for trucking management but does not control user decisions or business operations**.

Users agree that **Trucking Boss is not responsible for:**

- Losses resulting from **incorrect financial reporting**.
- Business losses due to **misuse of load booking tools**.
- Legal issues arising from **non-compliance with trucking regulations**.
- Service disruptions due to **third-party integration failures**.

Each user is **responsible for their own business decisions**, and Trucking Boss serves only as a **management tool, not a financial or legal advisory service**.

7. Payment and Billing

7.1 General Payment Terms

By using **Trucking Boss**, you acknowledge and agree that certain features and services may require payment. Payments are processed according to the following terms:

- Users are responsible for **all fees associated with their selected plan or services**.
- All payments must be made in **U.S. dollars (USD)** via the accepted payment methods.
- **Billing cycles vary** depending on the subscription type (e.g., monthly, annually, or per transaction).
- Users **must provide accurate payment information** and ensure that their billing details remain up to date.

If payment is not received or cannot be processed, **Trucking Boss** reserves the right to **suspend or terminate access to paid services** until the issue is resolved.

7.2 Subscription Fees & One-Time Payments

Trucking Boss may offer different pricing models, including:

- **Subscription-based services** (Percent from gross, monthly or annual plans)
- **One-time payments** for specific features or consultations
- **Pay-per-use fees** for certain integrations or additional services

Subscription plans **auto-renew** unless canceled by the user before the next billing cycle.

7.3 Payment Methods

We accept the following payment methods:

- **Credit/debit cards** (Visa, MasterCard, American Express, Discover)
- **ACH transfers**
- **Third-party payment processors** (such as Stripe, PayPal, or others)

Users authorize **Trucking Boss** to charge their selected payment method on a recurring basis if they opt for a subscription service.

7.4 Refund & Cancellation Policy

- Subscription fees are **non-refundable** unless otherwise required by law.
- Users can cancel their subscription at any time; however, **no prorated refunds** will be issued for the remaining period.
- Refund requests for **one-time services** will be considered on a **case-by-case basis**, subject to **Trucking Boss's discretion**.
- If the platform **discontinues a paid service**, users may be **eligible for a refund** based on the unused portion of their plan.

All refund and cancellation requests must be submitted in writing to **support@truckingboss.com**.

7.5 Failed Payments & Account Suspension

If a **payment fails**, users will receive a **notification** and a **grace period** to update their billing information. If the issue is not resolved:

1. **A second attempt** will be made to process the payment.
2. If the payment **continues to fail**, the account may be **restricted** until the outstanding balance is paid.
3. Failure to resolve payment issues **within 30 days** may result in **account suspension or termination**.

Users remain responsible for any outstanding balances even after account suspension.

7.6 Pricing Changes

Trucking Boss reserves the right to **modify pricing** for its services at any time.

- Any **price increases** will be communicated to users at least **30 days in advance**.
- Users on **subscription plans** will be notified before renewal if a pricing change applies.
- Continuing to use the service after a price change **constitutes acceptance** of the new rates.

If you **do not agree** with a pricing change, you may cancel your subscription before the next billing cycle.

8. Limitation of Liability

8.1 General Disclaimer

Trucking Boss provides trucking management tools and integrations but does not **guarantee business results, financial success, or uninterrupted service**.

By using **Trucking Boss**, you agree that the platform is provided "**as is**" and "**as available**", without any warranties, express or implied.

8.2 No Warranty for Load Availability or Pricing

While **Trucking Boss** aggregates **load board data** and assists with **rate analysis**, we:

- **Do not guarantee the availability of specific loads.**
- **Misuse of the platform**
- **Do not set freight rates** and are **not responsible for fluctuations in market pricing**.
- **Are not liable for disputes** between carriers, brokers, or shippers regarding load payments, cancellations, or rates.

Users acknowledge that load availability and pricing **are subject to market conditions** beyond the control of **Trucking Boss**.

8.3 No Liability for Business Losses

To the fullest extent permitted by law, **Trucking Boss** shall **not be liable** for:

- **Financial miscalculations** resulting from incorrect user-inputted data.
- **Decisions made based on analytics, reports, or recommendations provided by the platform.**
- **Losses due to third-party services** that integrate with the platform (e.g., factoring companies, ELD providers).

Users **accept full responsibility** for their business decisions and financial outcomes.

8.5 Third-Party Services & Integrations

Trucking Boss may integrate with **third-party providers** such as:

- Load boards
- Factoring companies
- Tax reporting software
- ELD providers
- Fuel card services

We **do not control or guarantee** the accuracy, security, or reliability of third-party services.

Users are responsible for reviewing the **terms and conditions of third-party providers** before using their services.

8.6 Limitation of Damages

To the maximum extent permitted by law, the **total liability of Trucking Boss** for any claims arising from **use of the platform** shall **not exceed the amount paid by the user in the last 12 months** for the services in question.

Under no circumstances shall **Trucking Boss** be liable for:

- **Indirect, incidental, special, or consequential damages**
- **Loss of business reputation or goodwill**
- **Service interruptions beyond our control** (e.g., force majeure events)

8.7 Indemnification

Users agree to **defend, indemnify, and hold harmless Trucking Boss**, its **parent company (Trucking42, Inc.), employees, and affiliates** from any claims, damages, or legal disputes resulting from:

- **Misuse of the platform**
- **Non-compliance with trucking regulations**
- **Financial losses due to business decisions based on the platform's data**
- **Disputes with third-party service providers**

If any claim or legal proceeding is brought against **Trucking Boss**, the user **agrees to cover all related legal expenses, including attorney fees**.

8.8 Governing Law & Jurisdiction

These **Terms and Conditions** are governed by and construed in accordance with the **laws of the State of Florida, USA**.

- Any disputes arising under these terms shall be resolved **exclusively in the courts of Miami, Florida**.
- Users **waive any right** to participate in **class action lawsuits** against **Trucking Boss**.

9. Third-Party Services

9.1 Overview

The **Trucking Boss** platform integrates with various **third-party service providers** to enhance trucking business management. These third-party services may include, but are not limited to:

- **Load boards** (e.g., DAT, Truckstop)
- **Factoring companies** (for invoice financing)
- **ELD providers** (for Hours of Service compliance)
- **Tax and accounting services** (e.g., IFTA reporting tools)
- **Fleet management software**
- **Fuel card programs**
- **Compliance and regulatory service providers**

By using **Trucking Boss**, users acknowledge that some services rely on **third-party integrations**, and their availability, functionality, or accuracy may be subject to the terms and conditions of those third parties.

9.2 No Liability for Third-Party Services

Trucking Boss facilitates access to third-party services but **does not own, operate, or control them**. Therefore, we:

- **Do not guarantee** the availability, accuracy, or performance of any third-party services.
- **Are not liable** for any **errors, omissions, disruptions, or financial losses** caused by third-party service providers.
- **Do not assume responsibility** for **data security or privacy practices** of third parties.
- **Cannot provide support** for third-party platforms beyond initial integration assistance.

Users should carefully review and agree to the **terms of service, privacy policies, and pricing** of any third-party providers before use.

9.3 Third-Party Data Sharing

Certain features of **Trucking Boss** may require sharing **user data with third-party services** for operational purposes. This includes:

- **Factoring companies** for invoice verification.
- **ELD providers** for compliance monitoring.

- **Load boards** for load booking automation.
- **Tax and accounting software** for financial reporting.

By using **Trucking Boss**, users **consent to data sharing** as required to facilitate these integrations. However, we **do not sell personal or business data to third parties** for marketing purposes.

If a user **chooses to disconnect a third-party integration**, data sharing will **cease moving forward**, but previously shared data may still be stored by the third-party provider per their own policies.

9.4 Fees and Payments for Third-Party Services

Some **third-party services** may require **additional fees**, which are:

- **Billed separately by the third-party provider** and are not included in **Trucking Boss** fees.
- **Subject to the third party's own billing policies**, refund policies, and dispute resolution processes.
- **Not the responsibility of Trucking Boss**, even if they are facilitated through the platform.

Users are responsible for **managing their own third-party service subscriptions and billing agreements**.

9.5 Modification or Discontinuation of Third-Party Integrations

Trucking Boss reserves the right to:

- Modify, replace, or discontinue **third-party service integrations** at any time.
- Change the method or terms under which third-party services are accessed through our platform.

Users will be notified in advance if any major third-party integration is discontinued or replaced.

10. Account Termination

10.1 Voluntary Account Termination by User

Users may request to **terminate their account** at any time by:

1. Submitting a termination request via email to **support@truckingboss.com**.
2. Canceling any active **subscriptions or third-party integrations** tied to their account.
3. Clearing any **outstanding balances or unpaid invoices** associated with their account.

Upon termination, users:

- **Will lose access** to all platform features and data stored within their account.
- **May request data export** (limited to financial and operational records) before account closure.
- **Acknowledge that certain data may be retained** for legal, tax, or compliance purposes.

10.2 Account Suspension or Termination by Trucking Boss

Trucking Boss reserves the right to **suspend or terminate a user's account** under the following conditions:

A. Non-Payment or Billing Issues

- Failure to **pay for subscription services** after multiple billing attempts.
- Chargebacks, fraudulent transactions, or payment disputes.

B. Violation of Terms and Conditions

- Providing **false or misleading business information** during registration.
- Using the platform for **fraudulent, deceptive, or illegal activities**.
- Attempting to **exploit, hack, or reverse-engineer** the platform.
- Engaging in **harassment, discrimination, or misconduct** toward other users or support staff.
- Sharing, selling, or distributing **unauthorized access** to the platform.

C. Non-Compliance with Regulations

- Operating in a manner that violates **FMCSA, DOT, IFTA, or other federal/state trucking laws**.
- Failing to maintain **required business licensing or insurance**.
- Using third-party integrations in ways that breach their **terms of service**.

D. Security or Fraud Concerns

- Unauthorized access or **suspicious activity** detected on the account.
- Evidence of **data breaches, unauthorized data scraping, or identity theft**.
- Use of automated bots, scripts, or fraudulent software to manipulate platform features.

10.3 Notification of Account Termination

Users whose accounts are **suspended or terminated** will receive:

- **An email notice** detailing the reason for termination and any potential remedies.
- **A final billing statement**, if applicable, for outstanding fees.

For **serious violations** (e.g., fraud, illegal activity), termination may be **immediate and without prior notice**.

10.4 Appeal Process for Suspended Accounts

If a user believes their account was **wrongfully suspended or terminated**, they may submit an appeal within **7 days** by emailing **support@truckingboss.com**.

Appeals should include:

- **User's full name and registered email address.**
- **Reason for appeal** and any supporting documentation.

Trucking Boss will review appeals **within 14 business days** and may:

- Reinstatement of the account if the issue is resolved.
- Offer a resolution (e.g., account restrictions instead of termination).
- Uphold the termination if a violation is confirmed.

All decisions regarding account reinstatement are **final** and made at the sole discretion of **Trucking Boss**.

10.5 Data Retention & Deletion After Termination

Upon account termination, **Trucking Boss** will:

- **Immediately revoke access** to all platform features.
- **Retain essential business records** (such as tax and compliance data) as required by law.
- **Delete user data upon request**, except where retention is legally necessary.

Users requesting **full data deletion** must email **support@truckingboss.com**, acknowledging that certain records **cannot be deleted** due to tax, compliance, or security regulations.

10.6 Effect of Termination

Account termination results in:

- **Loss of access to all Trucking Boss services.**
- **Forfeiture of any remaining subscription period**, without refunds.
- **Immediate suspension of third-party integrations** linked to the account.
- **Legal obligations for outstanding balances or breaches of contract** remaining in force.

Certain sections of these **Terms and Conditions**, including **Limitation of Liability, Payment Obligations, and Indemnification**, shall **survive account termination**.

11. Nationwide Coverage & Compliance

11.1 Nationwide Service Availability

The **Trucking Boss** platform is available for use in **all 50 U.S. states** and is designed to support trucking businesses regardless of their operational location within the United States. Our services are tailored to assist **owner-operators, fleet owners, dispatchers, and trucking professionals** in managing their business operations efficiently and in compliance with federal and state regulations.

While **Trucking Boss** operates on a **nationwide basis**, certain **third-party services integrated within the platform** may be subject to **state-specific restrictions, regulatory differences, or operational limitations**. Users should verify the **applicability and legality** of specific services in their state of operation before reliance.

11.2 Compliance with Federal and State Regulations

Users of **Trucking Boss** must ensure that their operations comply with all applicable **federal, state, and local laws**, including but not limited to:

A. Federal Motor Carrier Safety Administration (FMCSA) Compliance

- Adherence to **Hours of Service (HOS) regulations**.
- Compliance with **Electronic Logging Device (ELD) requirements**, where applicable.
- Maintenance of **MC/DOT number registration** and associated licensing.
- Observance of **drug and alcohol testing requirements** for commercial drivers.

B. U.S. Department of Transportation (DOT) Regulations

- Proper **vehicle registration and inspections**.
- Compliance with **safety requirements** for commercial motor vehicles.
- Adherence to **hazardous material transport regulations**, if applicable.

C. International Fuel Tax Agreement (IFTA) Compliance

- Proper **fuel tax reporting** and record-keeping.
- Payment of **fuel taxes in all required jurisdictions**.

D. State-Specific Trucking Regulations

Each state may have **additional** regulatory requirements, including:

- Weight and size limitations.
- Intrastate operating authority requirements.
- Toll road compliance and permitting.

Users are **solely responsible** for ensuring their business complies with all applicable regulations and for keeping their compliance records **accurate and up to date**.

11.3 Compliance Assistance Provided by Trucking Boss

While **Trucking Boss** offers **tools and resources** to help trucking businesses remain compliant, the platform:

- **Does not guarantee compliance**—users remain responsible for fulfilling their legal obligations.
- **Does not provide legal or tax advice**—users should consult **licensed professionals** for specific compliance issues.
- **Does not assume liability** for fines, penalties, or operational shutdowns resulting from non-compliance.

Users acknowledge that reliance on **Trucking Boss's compliance tools, reports, or analytics** **does not exempt them from their legal responsibilities** under federal or state laws.

12. Dispute Resolution

12.1 Agreement to Arbitration

By using **Trucking Boss**, you agree that any disputes, claims, or controversies arising out of or relating to these **Terms and Conditions**, the platform, or services provided shall be resolved **exclusively through binding arbitration**, rather than in court, except as otherwise stated in this section.

This arbitration agreement applies to all disputes, including but not limited to:

- **Billing and payment issues.**
- **Service disruptions or feature limitations.**
- **Account suspensions, terminations, or restrictions.**
- **Disputes over data collection, privacy, or third-party integrations.**

The arbitration shall be conducted in accordance with the **rules of the American Arbitration Association (AAA)** and shall take place in **Miami, Florida**, unless both parties agree to a different location.

12.2 Exception for Small Claims Court

Either party may bring an **individual action** in **small claims court** for disputes that qualify under the court's jurisdictional limits, provided that the claim is brought in a jurisdiction where the user resides or where **Trucking Boss** operates.

12.3 Class Action Waiver

By agreeing to arbitration, you also agree that:

- **All claims must be brought individually**—not as a class action, mass action, or consolidated lawsuit.
- You **waive any right** to participate in class-wide litigation against **Trucking Boss**.

This waiver is intended to be **broadly interpreted** and shall apply to all class or representative proceedings, whether in arbitration or court.

12.4 Arbitration Process

To initiate arbitration, a party must:

1. Send a written **notice of dispute** to **support@truckingboss.com** with:
 - The **nature of the claim**.
 - The **relief sought**.
2. If the dispute is not resolved within **30 days**, either party may file a claim with the **AAA**.
3. The arbitrator's decision shall be **final and binding**, and judgment on the award may be entered in any court of competent jurisdiction.

Each party shall bear its own **legal fees and arbitration costs**, except where applicable laws require **Trucking Boss** to cover certain arbitration expenses.

12.5 Governing Law and Venue

These **Terms and Conditions**, including any disputes arising under them, shall be governed by and construed in accordance with the **laws of the State of Florida**, without regard to conflicts of law principles.

- Any arbitration or court action shall be filed **exclusively in Miami, Florida**.
- Users **waive any objections** to personal jurisdiction and venue in Florida.

12.6 Limited Time to File a Claim

Any claim or dispute **must be filed within one (1) year** of the cause of action arising. Failure to do so shall result in a **permanent waiver of the claim**.

12.7 Exceptions to Arbitration Agreement

This arbitration provision **does not apply** to:

- **Intellectual property disputes** involving **copyright, trademark, or trade secrets**.
- **Legal actions for injunctive relief** to prevent unauthorized use of the platform.
- **Claims arising from criminal activities, fraud, or intentional misconduct**.

In such cases, **Trucking Boss** reserves the right to seek legal remedies in **federal or state courts**.

12.8 Modification of Dispute Resolution Terms

Trucking Boss may update this **Dispute Resolution** section with **30 days' notice**.

- If a user **disagrees** with the updated arbitration terms, they must **discontinue use of the platform**.
- Continued use of the platform **constitutes acceptance** of any updated dispute resolution terms.

13. Changes to Terms

13.1 Right to Modify Terms

Trucking Boss reserves the right to **update, modify, amend, or replace** these **Terms and Conditions** at any time, at its sole discretion, to reflect:

- **Changes in applicable laws or regulations.**
- **Updates to our services, pricing, or platform functionalities.**
- **Modifications to third-party integrations, partnerships, or compliance requirements.**
- **New policies to enhance user experience and security.**

We encourage users to review these Terms periodically to stay informed of any changes.

13.2 Notification of Changes

If **material changes** are made to these **Terms and Conditions**, **Trucking Boss** will provide notice by one or more of the following methods:

- **Posting the updated Terms on the Trucking Boss website** (<https://loadnex.ai/>) and mobile application.
- **Sending an email notification** to registered users.
- **Providing an in-app alert** upon login.
- **Other reasonable means of notification** as determined by Trucking Boss.

The **effective date of the updated Terms** will be included at the top of the revised document.

13.3 User Acceptance of Revised Terms

Continued use of **Trucking Boss** after the effective date of any **updated Terms and Conditions** constitutes **acceptance** of the revised terms.

If a user does **not agree** with any modifications:

- They must **discontinue use of the platform** before the new terms take effect.
- They may **request account closure** by contacting **support@truckingboss.com**.

Failure to terminate an account before the revised terms take effect will be deemed as **acceptance of the modifications**.

13.4 Retroactive Application of Changes

Unless explicitly stated otherwise, changes to these **Terms and Conditions** shall **not apply retroactively** to disputes, transactions, or agreements made prior to the effective date of the update.

However, **Trucking Boss** reserves the right to enforce changes **retroactively** in cases involving:

- **Legal compliance updates** mandated by federal or state law.
- **Security measures or fraud prevention policies**.
- **Modifications to dispute resolution procedures**, subject to applicable legal restrictions.

14. Contact Information

14.1 Customer Support Contact Details

For questions, concerns, or support requests related to **Trucking Boss**, users may contact us through the following channels:

 **Company Name:** Trucking42, Inc.
 **Business Address:**
1111 Brickell Ave, Suite 1550, Miami, FL 33131, USA

 **Phone Support:** +1 (321)-888-3347
 **Email Support:** support@truckingboss.com
 **Website:** <https://loadnex.ai/>

14.2 Inquiries and Escalation Process

For general inquiries, users may contact our **support team** via **email or phone**. If a user has a **billing dispute, compliance issue, or service-related complaint**, the following **escalation process** applies:

1. **Submit a Support Request:**

- Email **support@truckingboss.com** with details of the issue.
- Provide **account details, transaction records, or relevant screenshots**.
- 2. **Response Time:**
 - Standard support requests: **1-3 business days** for resolution.
 - Complex compliance or billing disputes: **10-30 business days** for investigation.
- 3. **Escalation to Management:**
 - If a user is **unsatisfied with the initial response**, they may request an **escalation to a senior representative**.
- 4. **Legal and Compliance Matters:**
 - For legal inquiries, subpoenas, or regulatory compliance matters, please direct correspondence to **legal@truckingboss.com**.

14.3 Third-Party Service Support

If a user experiences **issues with a third-party service** integrated with **Trucking Boss**, such as:

- **Load board connectivity**
- **Factoring service errors**
- **ELD compliance discrepancies**

They must **contact the third-party provider directly**, as **Trucking Boss is not responsible** for resolving third-party service disputes. However, we can assist in providing necessary records or logs to help facilitate user inquiries with third-party vendors.

14.4 Physical Correspondence and Legal Notices

All official legal notices, including **subpoenas, regulatory requests, or legal disputes**, must be sent to our designated business address:

📍 **Legal Department – Trucking42, Inc.**
1111 Brickell Ave, Suite 1550, Miami, FL 33131, USA

Notices sent via email are **not considered legally binding** unless expressly agreed to by **Trucking Boss** in writing.