

IFTA Calculator Terms and Conditions

Effective: November, 07 2023

Introduction

These IFTA Calculator Voice, SMS/Texting and Email Terms and Conditions (“Terms and Conditions”), in addition to all applicable laws and regulations, set forth the terms and conditions applicable to and governing your access and use of

- a. telecommunications tools, including pre-recorded alerts, calls and voicemails (collectively, “Voice Communication”),
- b. mobile communication tools, including in-app notifications and chat features, and text messaging services (collectively, “SMS/Texting”) and
- c. e-mail communication services (collectively, “Email”; and together with Voice Communication and SMS/Texting, “Messaging”).

Messaging is provided by IFTA Calculator and its affiliates, vendors, suppliers, contractors, or agents. Throughout these Terms and Conditions, the words “you,” “your,” and “yours” refer to any person or entity using the Messaging.

Please note that by replying “Y” (Yes) in response to an SMS/Texting message requesting your consent, clicking “I Agree” for email, or otherwise accessing and using Messaging, constitutes your agreement to follow and be bound by these Terms and Conditions. If you believe your consent was provided incidentally or in error, please follow the [How to Opt-Out instructions](#) below.

IFTA CALCULATOR RESERVES THE RIGHT TO UPDATE OR MODIFY THESE TERMS AND CONDITIONS AT ANY TIME WITHOUT PRIOR NOTICE TO YOU BY POSTING UPDATED TERMS AND CONDITIONS ON THIS SITE. FOR THIS REASON, WE RECOMMEND THAT YOU REVIEW THESE TERMS AND CONDITIONS FREQUENTLY. IF YOU DO NOT AGREE TO (OR CANNOT COMPLY WITH) ANY PART OF THESE TERMS AND CONDITIONS, YOU ARE PROHIBITED FROM USING MESSAGING.

ARBITRATION NOTICE: These Terms and Conditions contain a binding arbitration agreement including a waiver of any right to participate in a class action lawsuit or classwide arbitration. Please see the “[Arbitration Agreement and Class Action Waiver](#)” section below for additional details.

Additional Terms

Your use of Messaging is pursuant to a limited, non-exclusive, revocable license and is subject to:

- these Terms and Conditions,
- our [Privacy Policy](#)

You agree that you have read and will comply with the Collective Terms and Conditions. If you do not agree, you may not set up or use Messaging and should withdraw from Messaging. Failure to

withdraw after an update of the Collective Terms and Conditions will be considered as acceptance of the new terms and conditions, as authorized by your initial enrollment in the program. Notwithstanding your selected communications preferences or anything in these Terms and Conditions to the contrary, we may contact you via Messaging as permitted by applicable law.

Agreement; Effect of Activation

By using or receiving Messaging, you acknowledge that you have read and understand the Collective Terms and Conditions, and that you accept and agree to be bound by both. You also acknowledge and agree that you are 18 years of age or older.

Cost

There are no premium charges for customers using IFTA Calculator Messaging. Standard message and data rates may apply. These would be charged by, and be payable by you to, your mobile service provider, or other internet or data provider. As mobile access, e-mail delivery and text message delivery are subject to your carrier network availability, such access and delivery to the Messaging is not guaranteed.

Alerts (General)

We disclaim any and all liability for any delay or failure to deliver Messaging, including without limitation, a billing or payment related notification, outage related notification or other service alert or notification. We do not warrant or guarantee that Messaging will be received and we disclaim all liability for any lost or misdirected Messaging.

Message Frequency

Message frequency may vary for subscribers of IFTA Calculator based on a variety of factors, including, but not limited to account activity and usage, choices, and weather (for weather-based Messaging).

Commercial Messages

By electing to participate in Messaging, you are authorizing us to contact you via the method (Voice Communication, SMS/Texting or Email) that you selected. Such selection shall be considered as affirmative consent to receive the related messages should these messages ever be classified as "commercial" in nature.

If you select one of our SMS/Texting services, an affirmative response by you to our confirmation text approving SMS/Texting as a method of Messaging is required for SMS/Texting. You will indicate your approval by responding to the initial Email or SMS/Text, which will be sent at the time of enrollment.

Indemnification

You agree to defend, indemnify and hold harmless IFTA Calculator from and against any and all claims, damages, costs and expenses, including attorneys' fees, arising from or related to your use of Messaging or any breach by you of these Terms and Conditions.

Termination

You agree to promptly notify IFTA Calculator if service for any mobile telephone number provided by you is canceled or if your mobile telephone number changes. You further agree to cancel enrollment in any Messaging service you selected that is associated with a discontinued mobile telephone number immediately. We reserve the right, in our sole discretion, to cancel or suspend any or all of Messaging, in whole or in part, for any or no reason, with or without notice to you. The following sections shall survive any termination of these Terms and Conditions: "Additional Terms," "Arbitration Agreement and Class Action Waiver," "Indemnification," "Termination," "Disclaimer," "Limitation of Liability" and "General".

Arbitration Agreement and Class Action Waiver

A. Mandatory Arbitration. YOU AND IFTA CALCULATOR AGREE TO SUBMIT ANY AND ALL DISPUTES ARISING OUT OF OR RELATED TO YOUR USE OF MESSAGING (EACH, A "DISPUTE") TO BINDING ARBITRATION PURSUANT TO THE FEDERAL ARBITRATION ACT (TITLE 9 OF THE UNITED STATES CODE), WHICH SHALL GOVERN THE INTERPRETATION AND ENFORCEMENT OF THIS ARBITRATION AGREEMENT ("ARBITRATION AGREEMENT"). YOU AND IFTA CALCULATOR WAIVE THE RIGHT TO A TRIAL BY JURY AND ANY RIGHT TO HAVE A DISPUTE HEARD IN COURT.

In arbitration, Disputes are resolved by a neutral arbitrator instead of a judge or jury, discovery is more limited than in court, and the arbitrator's decision is subject to limited review by courts. The arbitrator can award on an individual basis the same damages and relief as a court, including monetary damages, injunctive relief and declaratory relief. Judgment on the arbitrator's award may be entered in any court having jurisdiction thereof. A single arbitrator with the American Arbitration Association ("AAA") will conduct the arbitration, and the award may not exceed the relief allowed by applicable law. The arbitration will be conducted in the county of your residence or another mutually agreed location. The AAA's Consumer Arbitration Rules will apply. If AAA will not apply those rules, then AAA's Commercial Arbitration Rules will apply. The AAA's rules and a form that can be used to initiate arbitration proceedings are available at <http://www.adr.org>. You and IFTA Calculator agree that if for any reason AAA will not conduct or becomes unavailable to conduct the arbitration, then a court may appoint a substitute arbitrator, and further agree that the choice of AAA as a forum is not integral to the Arbitration Agreement.

The arbitrator will decide all issues relating to the enforceability, interpretation, scope and application of this Arbitration Agreement (including "gateway" issues of arbitrability, whether the Arbitration Agreement is unconscionable or illusory and any defense to arbitration), and these Terms and Conditions, except that a court will resolve any question regarding the validity or enforceability of the class action waiver set forth in Section B of this Arbitration Agreement. The term "Dispute" and the requirement to arbitrate will be broadly interpreted.

B. Arbitration Class Action Waiver. You and IFTA Calculator agree that the arbitration will be conducted solely on an individual basis and not on a class, representative, consolidated or private attorney general basis. A Dispute may not be consolidated with a claim brought or discovered by any person or entity that is not a party to the arbitration proceeding. The arbitrator may not award relief to any person or entity other than a party to the arbitration proceeding and may only award such relief as is necessary to provide relief to a party to the arbitration

proceeding. If a court deems any portion of this Section B invalid or unenforceable, then Sections A and C of this Arbitration Agreement will be null and void.

C. Fees and Costs in Arbitration. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules.

D. Non-Arbitration Class Action and Jury Waiver. You and IFTA Calculator agree that if for any reason a Dispute proceeds in court rather than arbitration: (1) you and IFTA Calculator waive any right to a jury trial; (2) the Dispute will proceed solely on an individual, non-class, non-representative basis; and (3) neither you nor IFTA Calculator may be a class representative or class member or otherwise participate in any class, representative, consolidated or private attorney general proceeding.

E. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS SECTION, YOU MAY CHOOSE TO PURSUE YOUR CLAIM IN COURT AND NOT BY ARBITRATION IF YOU OPT OUT OF THIS ARBITRATION AGREEMENT WITHIN 30 DAYS FROM THE EARLIER OF: (1) THE DATE YOU ACCEPT THESE TERMS AND CONDITIONS, OR (2) THE DATE YOU FIRST SIGNED AN AGREEMENT WITH IFTA CALCULATOR THAT CONTAINED AN ARBITRATION PROVISION. The opt-out notice must be postmarked no later than the applicable deadline and mailed to:

IFTA Calculator Voice, SMS/Texting and Email Terms and Conditions

The opt-out notice must state that you do not agree to this Arbitration Agreement and must include the name, address, phone number and email address associated with your account with us. This procedure is the only way you can opt out of this Arbitration Agreement, and failure to comply strictly with this procedure and the applicable deadline automatically will render the opt-out notice null and void. If you opt out of the arbitration provision, all other parts of this Arbitration Agreement will continue to apply.

Disclaimer

WE DO NOT GUARANTEE THAT THE USE OF MESSAGING WILL MEET YOUR PERFORMANCE REQUIREMENTS OR BE UNINTERRUPTED OR ERROR-FREE. NEITHER WE NOR OUR VENDORS, SUPPLIERS, CONTRACTORS, OR AGENTS WILL HAVE ANY LIABILITY UNDER ANY THEORY OF RECOVERY FOR ANY LOSSES OR DAMAGES DUE TO THE DELAY OR FAILURE TO DELIVER A MESSAGE. WE MAKE NO WARRANTIES OR REPRESENTATIONS AS TO THE USE OR RESULTS OF USE IN TERMS OF SECURITY, DATA PRIVACY, DATA LOSS, CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. WE WILL NOT CORRECT ANY ERRORS RELATED TO YOUR USE OF MESSAGING. YOU ASSUME ALL RISKS AS TO THE QUALITY AND PERFORMANCE OF MESSAGING, INCLUDING BUT NOT LIMITED TO HEALTH RISKS. YOU ACKNOWLEDGE AND AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR ANY DEATH, PERSONAL INJURY OR ENVIRONMENTAL DAMAGE YOU CAUSE TO YOURSELF, OR OTHERS, BY YOUR USE OF OR RELIANCE ON MESSAGING.

MESSAGING IS PROVIDED TO YOU "AS IS," AND TO THE EXTENT PERMITTED BY LAW, WE, ON OUR OWN BEHALF AND ON BEHALF OF OUR VENDORS, SUPPLIERS, CONTRACTORS AND/OR AGENTS, DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO STATEMENTS FROM

US OR OUR EMPLOYEES, AFFILIATES, VENDORS, SUPPLIERS, CONTRACTORS, DEALERS OR AGENTS MAY INCREASE THE SCOPE OF THE ABOVE WARRANTIES OR CREATE ANY NEW WARRANTIES. IF THIS DISCLAIMER IS INVALID UNDER APPLICABLE LAW, ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THIRTY (30) DAYS FROM THE DATE THAT YOU FIRST INSTALL OR USE MESSAGING.

Limitation on liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL OR EQUITABLE THEORY, WHETHER IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE, SHALL IFTA CALCULATOR OR ANY OF ITS EMPLOYEES, DIRECTORS, OFFICERS, AGENTS, VENDORS OR SUPPLIERS BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY NATURE ARISING OUT OF OR IN CONNECTION WITH THE USE OF OR INABILITY TO USE THE MESSAGING, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, LOSS OF DATA, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, EVEN IF AN AUTHORIZED REPRESENTATIVE OF IFTA CALCULATOR HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL IFTA CALCULATOR OR ANY OF ITS EMPLOYEES, DIRECTORS, OFFICERS, AGENTS, VENDORS OR SUPPLIERS BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE FEES PAID BY YOU IN CONNECTION WITH YOUR USE OF MESSAGING DURING THE SIX-MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE.

Some jurisdictions do not allow certain limitations on damages, so the limitations and exclusions above may not apply to you. If this section is held to be unenforceable, then liability will be limited to the fullest extent permitted by applicable law. In the event that any provision of this paragraph is found by a court of competent jurisdiction to exceed the restrictions permitted by applicable law, then the court shall have the power to reduce, limit or reform such provision to make it enforceable to the maximum extent permitted by law, and such provision shall then be enforceable in its reduced, limited or reformed manner; provided, however, that a provision shall be enforceable in its reduced, limited or reformed manner only in the particular jurisdiction in which a court of competent jurisdiction makes such determination. In addition, the parties agree that the provisions of this paragraph shall be severable in accordance with the terms of these Collective Terms and Conditions.

General

These Collective Terms and Conditions represent the complete agreement between the parties and supersede all prior agreements and representations between them. Headings used in these Terms and Conditions are for reference purposes only and in no way define or limit the scope of the section. If any provision of these Terms and Conditions is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable and the other terms of these Terms and Conditions shall remain in full force and effect. The failure of IFTA Calculator to act with respect to a breach of these Terms and Conditions by you or others does not constitute a waiver and shall not limit IFTA Calculator rights with respect to such breach or any subsequent breaches. These Terms and Conditions shall be governed by and construed under Florida law without regard to conflicts of law provisions.

Messaging Additional Terms

Notwithstanding any prior request that your phone number or other contact information be included on any state or national Do Not Call Registry, to the extent you opted into Messaging, you acknowledge that such Messaging may be conducted using an automatic telephone dialing system, automated system for the selection or dialing of telephone numbers or the playing of a recorded message, or using a pre-recorded or artificial voice. You acknowledge that all Messaging will be conducted at the phone number you designated when you registered for Messaging. You may discontinue some or all alerts at any time by modifying your alert preferences, unsubscribing entirely, or by changing the notification settings on your mobile device, as applicable.

Email Alerts Additional Terms

If you provided us with your email address in order to receive alerts, we may use your email address to send you other types of information, including, without limitation, marketing messages. You may unsubscribe directly from such types of email by clicking the “Unsubscribe” link at the bottom of the email or by modifying your alert subscription or unsubscribing entirely.

SMS/Texting Additional Terms

To the extent you opted into SMS/Texting, you acknowledge that SMS/Texting only functions on certain devices and operating systems and may be conducted using an automatic telephone dialing system or an automated system for the selection or dialing of telephone numbers. You acknowledge that future operating system upgrades to your device may or may not be compatible with SMS/Texting. The expected message frequency may vary for subscribers of our SMS/Texting alerts, which will be affected by a variety of factors including but not limited to monthly billing activities, usage variations and weather events.

Providing your mobile telephone number to us constitutes your consent to receive SMS/Texts related to your account. You warrant to IFTA Calculator and its service providers that you are the subscriber for any mobile telephone number that you have provided, or that you are the customary user of the mobile telephone number that you have provided.

If you have ported a mobile telephone number to a different carrier or the mobile telephone number has been deactivated for any period of time, you may be required to re-enroll in the SMS/Text services.

How to Opt Out

To opt out of any IFTA Calculator SMS/Text Messaging services, reply STOP to the short code that sent the Messaging. An unsubscribe message will be sent to your mobile number confirming your cancellation, but no more messages will be sent after that one.

Support/Help: To receive additional information regarding specific Messaging service information, please text HELP to the short code that sent the Message. Optionally, you may call your specific state’s Customer Service number shown at iftacalculator.com

Contact Us

You may direct any questions about these Terms and Conditions by contacting:

IFTA Calculator. | (618) 408-2118