# **Terms and Conditions**

# Agreement between User and www.johnsondotservices.com

Welcome to www.johnsondotservices.com. The www.johnsondotservices.com website (the "Site") is comprised of various web pages operated by Johnson DOT Services. www.johnsondotservices.com is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of www.johnsondotservices.com constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference.

www.johnsondotservices.com is an E-Commerce Site.

Johnson DOT Services, www.johnsondotservices.com, is a third party DOT Compliance company providing services required to meet Federal Motor Carrier regulations to truckers and trucking companies.

### **Electronic Communications**

Visiting www.johnsondotservices.com or sending emails to Johnson DOT Services constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

### **Your Account**

If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that Johnson DOT Services is not responsible for third party access to your account that results from theft or misappropriation of your account. Johnson DOT Services and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

#### **Children Under Thirteen**

Johnson DOT Services does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use www.johnsondotservices.com only with permission of a parent or guardian.

### **Cancellation/Refund Policy**

Cancellation may be made at any time by the customer, payments made on existing services will not be refunded. Until cancellation notice is received by Johnson DOT Services the customer/company is responsible for any fees incurred on their account. Cancellation should be made in writing, either by mail (Johnson DOT Services, PO Box 482 Calumet MI 49913) or email to support@johnsondotservices.com. Johnson DOT Services reserves the right to cancel your account if payments to program renewals (DOT Drug, Driver Qualification, etc.) are not made by

the renewal date. At this point past due fees plus an account reinstatement fee are due to make your company account active. Your company is not covered under program regulations until the past due fees and account reinstatement are paid in full and account is reinstated.

Access to the customer/company online Carrier Portal account will be closed 30 days from your account being terminated, after which point Johnson DOT Services will not longer provide access to any workings or documents.

## **Links to Third Party Sites/Third Party Services**

www.johnsondotservices.com may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of Johnson DOT Services and Johnson DOT Services is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Johnson DOT Services is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Johnson DOT Services of the site or any association with its operators.

Certain services made available via www.johnsondotservices.com are delivered by third party sites and organizations. By using any product, service or functionality originating from the www.johnsondotservices.com domain, you hereby acknowledge and consent that Johnson DOT Services may share such information and data with any third party with whom Johnson DOT Services has a contractual relationship to provide the requested product, service or functionality on behalf of www.johnsondotservices.com users and customers.

# No Unlawful or Prohibited Use/Intellectual Property

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All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of Johnson DOT Services or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. Johnson DOT Services content is not for resale. Your use of the Site does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of Johnson DOT Services and the copyright owner. You agree that you do not acquire

any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of Johnson DOT Services or our licensors except as expressly authorized by these Terms.

### **International Users**

The Service is controlled, operated and administered by Johnson DOT Services from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the Johnson DOT Services Content accessed through www.johnsondotservices.com in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

### **Indemnification**

You agree to indemnify, defend and hold harmless Johnson DOT Services, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. Johnson DOT Services reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Johnson DOT Services in asserting any available defenses.

## **Liability Disclaimer**

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## **Termination/Access Restriction**

Johnson DOT Services reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Michigan and you hereby consent to the exclusive jurisdiction and venue of courts in Michigan in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Johnson DOT Services as a result of this agreement or use of the Site. Johnson DOT Services's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Johnson DOT Services's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by Johnson DOT Services with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Johnson DOT Services with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Johnson DOT Services with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

## **Changes to Terms**

Johnson DOT Services reserves the right, in its sole discretion, to change the Terms under which www.johnsondotservices.com is offered. The most current version of the Terms will supersede all previous versions. Johnson DOT Services encourages you to periodically review the Terms to stay informed of our updates.

# **Contact Us**

Johnson DOT Services welcomes your questions or comments regarding the Terms:

Johnson DOT Services 56835 Station Drive Calumet, Michigan 49913

Email Address: support@johnsondotservices.com

Telephone number: 800-954-3414

Effective as of September 22, 2023