Truck Driver Nation Freight Dispatcher Training Program Agreement

Effective Date:	
Student Name:	
Email:	
Phone:	

This agreement ("Agreement") is entered into between Truck Driver Nation ("TDN"), a company organized under the laws of the State of Illinois, with its principal place of business at 991 Yosemite Trail, Roselle, Illinois, 60172 and the undersigned student ("Participant"), collectively referred to as the "Parties." By submitting payment and enrolling in the Freight Dispatcher Training Program, the Participant agrees to be bound by the following terms and conditions, which constitute a legally enforceable contract under applicable U.S. law, including the Electronic Signatures in Global and National Commerce Act and the Uniform Electronic Transactions Act where applicable.

1. Program Overview

By signing this Agreement, the Participant enrolls in TDN's Freight Dispatcher Training Program, which includes:

- A complete online training course
- Instructional videos
- Practice tests
- Dispatcher tools, including contracts and paperwork available on the Truck Driver Nation website

Participants have 90 days from the Effective Date to complete the program. Failure to complete the program within this period may result in loss of access to materials and forfeiture of certification eligibility, as outlined in Section 4.

2. Program Cost & Payment

The total enrollment fee is \$500.00 USD, plus a \$50.00 transaction fee (totaling \$550.00), unless payment is made via Zelle, in which case the fee is \$500.00 with no transaction fee.

- Payment Options:
 - **Paid in Full**: \$550.00 due at enrollment via credit/debit card, bank transfer, or online portal (details provided upon enrollment).
 - **Zelle Payment**: \$500.00 due at enrollment via Zelle to Support@TruckDriverNation.com
- **Payment Obligation**: Payment is a binding commitment upon enrollment. Non-payment or partial payment does not relieve the Participant of this obligation, and TDN reserves the right to pursue collection, including legal action and associated costs, as outlined in Section 7.

3. Sharing and Access Policy

- Sharing or transferring login credentials is strictly prohibited and may result in immediate revocation of access without refund, as well as potential legal action for breach of contract.
- Participants may allow immediate family members (mother, father, brother, sister) to study course content, but additional certification requires a \$125.00 fee per person, subject to change without notice and posted on the TDN website.

4. Certification

Upon successful completion of the program within the 90-day period and fulfillment of all financial obligations, the Participant will receive a certificate of completion. Failure to meet these conditions waives the right to certification, and no partial credits or extensions will be granted unless approved in writing by TDN.

5. Program Updates

TDN reserves the right to update, modify, or discontinue any part of the program, training tools, or policies at any time. Participants are responsible for reviewing current policies on the TDN website (<u>www.truckdrivernation.com</u>) regularly. Continued use of the program after updates constitutes acceptance of the revised terms.

6. Refund Policy

All payments are non-refundable once access to course materials has been granted. This policy is absolute and irrevocable, and the Participant waives any right to seek a refund under any circumstances, including dissatisfaction, non-completion, or program changes.

7. Pay-As-You-Go Clients

If enrolled as a Pay-As-You-Go client:

- All financial commitments are binding and enforceable.
- The Participant must adhere to the agreed payment schedule.
- Failure to pay the balance in full authorizes TDN to restrict access to course materials, withhold certification, and pursue collection, including interest at \$75 per month on overdue amounts and reasonable attorney fees.
- Partial access may be granted at TDN's discretion based on payment status.

8. Dispute Resolution

Any disputes arising from this Agreement shall be resolved through binding arbitration in San Antonio, Texas, under the rules of the American Arbitration Association. The prevailing party shall be entitled to recover reasonable attorney fees and costs. This Agreement shall be governed by the laws of the State of Texas, and the Parties consent to the exclusive jurisdiction of Texas courts for any matters not subject to arbitration.

9. Entire Agreement

This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements or understandings, whether written or oral. Any amendments must be in writing and signed by both Parties.

10. Severability

If any provision of this Agreement is found to be unenforceable, the remaining provisions shall remain in full force and effect. The invalid provision shall be reformed to the extent necessary to make it enforceable.

11. Acknowledgment

By signing below, the Participant acknowledges that they have read, understood, and voluntarily agree to be legally bound by all terms outlined in this Agreement. The Participant confirms they have had the opportunity to seek legal advice and accepts full responsibility for their enrollment and payment obligations.

- Participant Signature: _____
- Date:

Certification and Authorization

By typing my full legal name below, I certify that all information provided in this application is true and complete to the best of my knowledge. I understand that typing my name constitutes my electronic signature, which is legally binding under the E-SIGN Act and UETA, with the same force and effect as a handwritten signature.

- Name (Typed): ______
- Date:

Submission Instructions

After completing this application and typing your name as your electronic signature:

- 1. Save a copy of the completed form to your computer, tablet, or phone.
- 2. Email the saved application as an attachment to: <u>Support@TruckDriverNation.com</u>
- 3. Call Truck Driver Nation at (210) 343-1118 to confirm submission.

Thank you for applying with Truck Driver Nation!