LEGAL NOTICES AND TERMS OF USE FOR THE NTHECC WEB SITE

THE NATIONAL TRUCK AND HEAVY EQUIPMENT CLAIMS COUNCIL ("NTHECC") WELCOMES YOU TO ITS WEBSITE. PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS WEB SITE. BY USING THE NTHECC'S WEBISTE (THE "NTHECC SITE"), YOU SIGNIFY YOUR AGREEMENT TO THESE TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS OF USE, PLEASE DO NOT USE THE NTHECC SITE.

The information on the NTHECC Site, including these Terms of Use, is subject to change at any time and for any reason without notice. You can review the most current version of the Terms of Use at any time at www.nthecc.org/_documents/Disclaimers.pdf. We recommend periodically reviewing this page. Additionally, to view our privacy practices, please see our Privacy Policy at http://www.nthecc.org/ documents/Privacy.pdf.

NO LEGAL ADVICE OR RELATIONSHIP

The information contained in the NTHECC Site is provided for informational purposes only, and should not be construed as business or legal advice or business or legal opinion on any specific facts or circumstances. No users of the NTHECC Site, members or otherwise, should act or refrain from acting on the basis of any content included in the site without seeking appropriate professional advice. Although we endeavor to keep this NTHECC Site current and accurate, the content on the site may not reflect current business or legal developments. NTHECC expressly disclaims all liability in respect to actions taken or not taken based on the content of the NTHECC Site. Please be aware that our operation of this NTHECC Site, and/or communication with us via Internet e-mail through this site, does not constitute or create business, or any confidential or other protected relationship between NTHECC and any members or other recipients.

LEGAL NOTICES

The NTHECC is incorporated in the State of Missouri. Thomas S. Fergus is the retained administrator of the NTHECC. NTHECC is responsible for the content of the NTHECC Site.

OWNERSHIP RIGHTS; RESTRICTIONS ON USE

NTHECC , its licensors or identified third parties are the owners of all copyrightable text, graphics, and computer programming on the NTHECC Site, the overall design of the NTHECC Site, and the selection, arrangement and presentation of all materials on the NTHECC Site. No material from this site may be copied, reproduced, downloaded, uploaded, displayed, sold, published, posted, transmitted, distributed, modified, incorporated into another work or otherwise exploited in any way without the prior written consent of NTHECC; provided, however, that you may download and print material displayed on this NTHECC Site for non-commercial use only by you or your organization. You must retain all copyright and other proprietary notices on all such material. You agree that the trademarks, logos and service marks displayed on this NTHECC Site (the "Trademarks") are the registered and unregistered Trademarks of NTHECC and identified third parties. Nothing contained on this NTHECC Site should be construed as granting, by implication, estoppel or otherwise, any license or right to use any Trademark without the written permission of NTHECC or its respective owner.

SUBMISSIONS

Any communication or material you send to or through this NTHECC Site, electronically or otherwise, including but not limited to data, questions, comments, suggestions, or submissions, may not be secure and is sent on a non-privileged and non-confidential basis. Therefore, do not send us information you consider confidential or proprietary until you speak with the NTHECC Site Administrator and obtain authorization to send that information to us.

LINKS

As a convenience to help you locate additional Internet resources that may be of interest to you, this NTHECC Site contains links to third party web sites that we do not operate or control. The existence of such links does not indicate any approval, association or endorsement of the linked web sites, and NTHECC is not responsible for the content or operation of any site linked to this NTHECC Site. Your access to and use of any such linked site is at your own risk, and subject to the terms and conditions of such web site.

NO WARRANTIES; LIMITATION OF LIABILITY

ALL MATERIAL ON THE NTHECC SITE IS PROVIDED "AS IS." NATIONAL TRUCK AND HEAVY EQUIPMENT CLAIMS COUNCIL DISCLAIMS ALL WARRANTIES OF ANY KIND RELATING TO THE CONTENT OR OPERATION OF THE NTHECC SITE, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

While we endeavor to include accurate and current information on the NTHECC Site, NTHECC makes no representations or warranties as to its accuracy, currency or completeness. NTHECC does not warrant that the use of this NTHECC Site will be uninterrupted or error free, that defects or inaccuracies will be corrected, or that this site or the server that makes it available are free of viruses or other harmful components. Neither NTHECC nor any other party or person involved in creating, producing or delivering the NTHECC Site shall be liable for any direct, indirect, incidental, consequential, or punitive damages arising out of your access to, or use of, this NTHECC Site. Please note that some jurisdictions may not allow the exclusion of implied warranties, so some of the above exclusions may not apply to you.

DEALINGS WITH ADVERTISERS

Your correspondence or business dealings with advertisers found on or through the NTHECC Site are solely between you and the advertiser. You agree that NTHECC shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of any such advertisers on the NTHECC site.

WAIVER AND SEVERABILITY OF TERMS

The failure of NTHECC to exercise or enforce any right or provision of the Terms of Use shall not constitute a waiver of such right or provision, or any of them. If any provision of the Terms of Use is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the specific provision, and the other provisions of the Terms of Use remain in full force and effect.

GOVERNING LAW

These Terms of Use shall be governed by and construed in accordance with the laws of the State of Missouri, without regard to its conflicts of laws principles and that any and all claims, causes of action or disputes arising out of or related to these Terms of Use or the relationship between you and NTHECC, shall be brought exclusively in the courts located in the State of Missouri. You and NTHECC agree to submit to jurisdiction of the courts located within the State of Missouri, including the federal courts located within the State of Missouri, and agree to waive jurisdiction over the parties by such courts and to venue in such courts.