

Terms of Use

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You may not attempt to gain unauthorized access to any portion or feature of the Site, or any other systems or networks connected to the Site or to any TruConnect Direct server, or to any of the services offered on or through the Site, by hacking, password “mining” or any other illegitimate means.

You may not probe, scan or test the vulnerability of the Site or any network connected to the Site, nor breach the security or authentication measures on the Site or any network connected to the Site. You may not reverse look-up, trace or seek to trace any information on any other user of or visitor to the Site, or any other customer of TruConnect Direct, including any TruConnect Direct account not owned by you, to its source, or exploit the Site or any service or information made available or offered by or through the Site, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the Site.

You agree that you will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Site or TruConnect Direct’s systems or networks, or any systems or networks connected to the Site or to TruConnect Direct.

You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Site or any transaction being conducted on the Site, or with any other person’s use of the Site.

You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to TruConnect Direct on or through the Site or any service offered on or through the Site. You may not pretend that you are, or that you represent, someone else, or impersonate any other individual or entity.

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Violation of These Terms of Use

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You acknowledge and agree that TruConnect Direct may preserve any transmittal or communication by you with TruConnect Direct through the Site or any service offered on or through the Site, and may also disclose such data if required to do so by law or TruConnect Direct determines that such preservation or disclosure is reasonably necessary to (1) comply with legal process, (2) enforce these Terms of Use, (3) respond to claims that any such data violates the rights of others, or (4) protect the rights, property or personal safety of TruConnect Direct, its employees, users of or visitors to the Site, and the public.

You agree that TruConnect Direct may, in its sole discretion and without prior notice, terminate your access to the Site and/or block your future access to the Site if we determine that you have violated these Terms of Use or other agreements or guidelines which may be associated with your use of the Site. You also agree that any violation by you of these Terms of Use will constitute an unlawful and unfair business practice, and will cause irreparable harm to TruConnect Direct, for which monetary damages would be inadequate, and you consent to TruConnect Direct obtaining any injunctive or equitable relief that TruConnect Direct deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies TruConnect Direct may have at law or in equity.

You agree that TruConnect Direct may, in its sole discretion and without prior notice, terminate your access to the Site, for cause, which includes (but is not limited to) (1) requests by law enforcement or other government agencies, (2) a request by you (self-initiated account deletions), (3) discontinuance or material modification of the Site or any service offered on or through the Site, or (4) unexpected technical issues or problems.

If TruConnect Direct does take any legal action against you as a result of your violation of these Terms of Use, TruConnect Direct will be entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief granted to TruConnect Direct. You agree that TruConnect Direct will not be liable to you or to any third party for termination of your access to the Site as a result of any violation of these Terms of Use.

Governing Law; Dispute Resolution

You agree, by visiting or using the Site, that all matters relating to your access to or use of the Site, including all disputes, will be governed by the laws of the United States and by the laws of the State of Texas without regard to principles of conflicts of laws provisions. With respect to any disputes or claims, you agree to the personal jurisdiction by and venue in the state and federal courts in Dallas County, Texas, and hereby consent to, and waive any objection to such jurisdiction or venue. The preceding provision regarding venue does not apply if you are a consumer based in the European Union. If you are a consumer based in the European Union, you may make a claim in the courts of the country where you reside. Any claim under these Terms of Use must be brought within one (1) year after the cause of action arises, or such claim or cause of action is barred. Claims made under the separate terms and conditions of purchase for goods and services are not subject to this limitation. No recovery may be sought or received for damages other than out-of-pocket expenses, except that the prevailing party will be entitled to costs and attorneys' fees. In the event of any controversy or dispute between TruConnect Direct and you arising out of or in connection with your use of the Site, the parties shall attempt, promptly and in good faith, to resolve any such dispute. If we are unable to resolve any such dispute within a reasonable time (not to exceed thirty (30) days), then either party may submit such controversy or dispute to mediation. If the dispute cannot be resolved through mediation, then the parties shall be free to pursue any right or remedy available to them under applicable law.

Void Where Prohibited

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Miscellaneous

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