

Legacy Transportation Services, Inc. Website Terms of Use

Last Updated: February 25, 2026

These Website Terms of Use (“Website Terms”) govern your access to and use of Legacy Transportation Services, Inc.’s (“Legacy”, “we”, “our”, “us”) informational website located at <https://www.legacytsi.com/> (“Website”). As used in these Website Terms “you” or “your” refers to visitors and general users of the Website only, and does not apply to Legacy customers, whose engagements are governed by separate agreements.

By accessing or using our Website, you agree to comply with and be bound by these Website Terms. These Website Terms govern your use of all the text, data, information, graphics, photographs, audio, video, content, materials, brochures, downloads, and more contained therein (all of which we refer to as our “Content”). If you do not agree to these Website Terms, do not use the Website. As used in these Website Terms, “we” includes Legacy and any third-party vendors we hire to assist in the administration of the Website, the collection, cataloging and/or analysis of data, and/or the processing or handling of any visitor transactions.

1. Binding Agreement; Updates

Binding Agreement. By accessing, browsing, viewing, visiting, registering in, providing information through or otherwise using the Website, you agree to these Website Terms. You further acknowledge that you have read, understood, and agree to be bound by these Website Terms.

You represent and warrant that you are an individual of legal age to form a binding contract. If you’re agreeing to these Website Terms on behalf of an organization or entity, you represent and warrant that you are authorized to agree to these Website Terms on that organization’s or entity’s behalf and bind them to these Website Terms (in which case, the references to “you” and “your” in these Terms, except for in this sentence, refer to that organization or entity).

IF YOU DO NOT ACCEPT ANY OF THESE WEBSITE TERMS, PLEASE DO NOT USE THIS WEBSITE AS YOU ARE NOT PERMITTED TO ACCESS, BROWSE OR USE THE SITE OR ANY INFORMATION CONTAINED ON THIS WEBSITE.

Updates. You understand and agree that we may change, update, or add or remove provisions of these Website Terms at any time without prior notice, by posting the updated Terms on this Website. We will ask for your express consent to the updated terms when and where we are legally required to do so. Any use of the Website after we have updated the Website Terms constitutes your acceptance of such revised Terms. If any change to these Website Terms is not acceptable to you, your sole remedy is to cease accessing, browsing, or otherwise using the Website.

We reserve the right to terminate or modify the Website in whole or in part, in any manner in our sole discretion, without notice. We will not be liable if, for any reason, all, or any part of the

Website (or information) is unavailable at any time or for any period. From time to time, we may restrict access to all or part of the Website to a subset of permitted users. You are solely responsible for making all arrangements necessary for you to access the Website.

2. Privacy

Your use of the Website is also subject to our **Privacy Policy**, incorporated by reference and available at <https://www.legacytsi.com/privacy-policy>.

3. Acceptable Use of the Website; Prohibited Uses

Acceptable Use. You agree to use the Website in accordance with these Website Terms. Subject to these Terms, we authorize you to view and use the information and other materials at or through this Website only for (1) your personal, non-commercial purposes, and (2) for other purposes expressly authorized in the Terms or on the Website, provided in each case that you retain all copyright and other proprietary notices contained in the original materials on any copies of the materials. You may not, without our prior written permission, use any material contained on this Website on any other server. You may use the Website only in a manner that complies with all applicable laws. If your use of the Website is prohibited by applicable laws, then you aren't authorized to use the Website.

Prohibited Use. You agree not to: (a) take any action that imposes an unreasonable load on the Website's infrastructure, (b) use any device, software or routine to interfere or attempt to interfere with the proper working of the Website or any activity being conducted on the Website, (c) attempt to decipher, decompile, disassemble or reverse engineer any of the software comprising or making up the Website, (d) delete or alter any material posted on the Website by Legacy or any other person or entity, (e) frame or link to any of the materials or information available on the Website, (f) distribute any virus, Trojan horse, disabling device, time bomb or other code that may impact the operation of the Website, or use the Website to distribute any of the foregoing.

You represent, warrant, and agree that you will not contribute any Content or otherwise use the Website or interact with the Website in a manner that: (a) infringes or violates the intellectual property rights or any other rights of anyone else (including Legacy), (b) violates any law or regulation, including, without limitation, any applicable export control laws, privacy laws or any other purpose not reasonably intended by Legacy, (c) is dangerous, harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable, (d) attempts, in any manner, to obtain the password, account, or other security information from any other user, (e) violates the security of any computer network, or cracks any passwords or security encryption codes, (f) runs Maillist, Listserv, any form of auto-responder or "spam" on the Website, or any processes that run or are activated while you are not logged into the Website, or that otherwise interferes with the proper working of the Website (including by placing an unreasonable load on the Website's infrastructure), (g) "crawls," "scrapes," or "spiders" any page, data, or portion of or relating to the Website or Content (through use of manual or automated means), or (h) copies or stores any significant portion of the Content. A violation of any of the foregoing is grounds for termination of your right to use or access the Website.

3. Termination of Access

We reserve the right to suspend or terminate your access to the Website, without notice, if we believe that you have violated any of these Website Terms or engaged in any activities that threaten the security, integrity, or functionality of the Website.

4. Intellectual Property; Ownership; License; Trademarks & Copyright

Ownership – Content: All content available on the Website, including but not limited to text, graphics, logos, images, videos, and software, is the property of Legacy or its licensors and is protected by copyright, trademark, and other intellectual property laws. You may not use, copy, modify, distribute, or display any part of the Website without prior written permission.

License to Use the Website: (Browsing Only). Subject to these Website Terms, Legacy grants you a limited, revocable, non-exclusive, non-transferable license to access and use the Website for lawful, internal, non-commercial informational purposes.

Restrictions. You will not copy, modify, create derivative works of, distribute, sell, lease, sublicense, or otherwise exploit the Website or its content; remove proprietary notices; or use automated means to scrape or index the Website other than standard indexing by search engines that comply with our robots.txt and technical restrictions. You will not circumvent security or reverse engineer Website software except where such restriction is prohibited by applicable law.

No Text/Data Mining for AI Training. You may not use any Content (including text, images, video, audio, or metadata) to train, fine-tune, or improve any artificial intelligence or machine-learning models without Legacy’s prior written consent.

5. DMCA Notice (Copyright Policy)

If you believe that content on the Site infringes your copyright, please send a written notice to:

Attention: Legal – DMCA,
935 McLaughlin Avenue
San Jose, CA 95122

or www.legacytsi.com/contact, including the information required by 17 U.S.C. §512(c)(3). Exo may remove content and terminate repeat infringers where appropriate.

7. Third Sites; Linking to this Website

Third-Party Sites. The Website may include links or references to third-party websites or services that we do not operate or control (“Third-Party Sites”). We are not responsible for Third-Party Sites’ content, policies, or practices. Your use of Third-Party Sites is governed by their terms and privacy notices. Use caution when downloading files from any website.

Linking to Our Website. You may link to our homepage or publicly available pages provided that you:

1. Do so in a way that is fair and lawful and does not damage or take unfair advantage of our reputation;
2. Do not suggest any form of association, approval, or endorsement where none exists;
3. Do not frame our pages or otherwise display our content within your pages; and
4. Do not remove, obscure, or alter our URL, branding, or notices.

We may revoke linking permission at any time. Use of our trademarks, logos, or trade dress requires our prior written permission. If you have questions about linking, contact us using the information provided in the [How To Contact Us](#) section below.

8. Accuracy of Information; Availability

We endeavor to provide accurate and current information, but the Website and Content may be incomplete or contain errors. We have no obligation to update Content. We may modify, suspend, or discontinue the Website (or any feature) without notice.

9. No Investment, Legal, or Tax Advice; No Offer or Solicitation

The Website and Content are for general informational purposes only. Any offer of services or solicitation is made only through definitive offering documents, in jurisdictions where lawful. Decisions based on Website information are your responsibility.

10. Disclaimer of Warranties

THE WEBSITE AND ALL CONTENT ARE PROVIDED TO YOU AS A COURTESY, ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED. WITHOUT LIMITING THE FOREGOING, LEGACY AND ITS LICENSORS, SUPPLIERS, PARTNERS, PARENT, SUBSIDIARIES OR AFFILIATED ENTITIES, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, CONSULTANTS, CONTRACT EMPLOYEES, REPRESENTATIVES AND AGENTS, AND EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS (LEGACY AND ALL SUCH PARTIES TOGETHER, THE "LEGACY PARTIES") MAKES NO WARRANTY OR REPRESENTATION THAT ACCESS TO, CONTENT OF OR OPERATION OF THE WEBSITE WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT THE WEBSITE, ITS SERVER, OR THE CONTENT ARE FREE OF COMPUTER VIRUSES OR SIMILAR CONTAMINATION OR DESTRUCTIVE FEATURES. YOU ASSUME FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM YOUR USE OF THE WEBSITE, INCLUDING YOUR DOWNLOADING AND/OR USE OF FILES, INFORMATION, CONTENT OR OTHER MATERIAL OBTAINED FROM THIS WEBSITE. IF YOUR USE OF THE WEBSITE OR THE CONTENT RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, NO LEGACY PARTY SHALL BE RESPONSIBLE FOR THOSE COSTS.

Some jurisdictions do not allow for an exclusion of implied warranties for certain damages, so the above disclaimers may not apply to you.

11. Limitation of Liability

IN NO EVENT AND UNDER NO LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, EVEN IF SUCH LEGACY PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) SHALL ANY LEGACY PARTY BE LIABLE TO YOU OR ANY OTHER PERSON, FOR (A) ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR OTHER INDIRECT DAMAGES, LOST PROFITS, LOST REVENUES, OR INDIRECT DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, RESULTING FROM THE USE OR INABILITY TO USE THE SITE OR ANY CONTENT, (B) ANY SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY, OR (C) ANY MATTER BEYOND OUR REASONABLE CONTROL.

To the extent permitted by law, Legacy will not be liable for any indirect, special, incidental, consequential, or punitive damages of any kind related to the Website whether as a breach of contract, tortious behavior, negligence or any other cause of action, even if Legacy has been advised of the possibility of such damages.

NON-WAIVABLE EXCEPTIONS. NOTHING IN THIS SECTION LIMITS LIABILITY TO THE EXTENT SUCH LIMITATION IS PROHIBITED BY LAW, INCLUDING FOR FRAUD, WILLFUL MISCONDUCT, OR VIOLATION OF LAW (Cal. Civ. Code §1668), OR, WHERE REQUIRED BY LAW, FOR DEATH OR PERSONAL INJURY CAUSED BY GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

SURVIVAL. THIS SECTION SURVIVES TERMINATION.

12. Indemnification

To the extent permitted by law, you will defend, indemnify, and hold harmless Legacy, its affiliates, and their respective officers, directors, employees, and agents (collectively, “Legacy Parties”) from and against any third-party claims, demands, actions, proceedings, liabilities, damages, losses, fines, costs, and expenses (including reasonable attorneys’ fees) arising out of or related to: (a) your use of the Website (including content you submit or transmit through the Website); (b) your breach of these Website Terms; or (c) your violation of law or a third-party right (including privacy, publicity, or intellectual-property rights).

Process. Legacy will promptly notify you of a claim (delay will not relieve your obligations except to the extent materially prejudicial); you will control the defense and settlement except that: (i) Legacy may participate with its own counsel at its own expense; and (ii) you may not settle any claim that imposes an admission of liability on, or requires non-monetary obligations from, an Legacy Party without Legacy’s prior written consent (not to be unreasonably withheld).

Exclusions. Your obligations do not apply to the extent a claim arises from Legacy’s willful misconduct or Legacy’s breach of these Website Terms.

Mitigation. Each party will take reasonable steps to mitigate losses arising from claims covered by this Section.

13. Force Majeure

Legacy is not liable for delays or failures caused by events beyond its reasonable control (e.g., acts of God, labor disputes, epidemics, shortages, cyberattacks, governmental actions, power/Internet failures). Performance is excused for the duration of the event.

14. Governing Law; Venue; Injunctive Relief; Jury Waiver

These Website Terms are governed by the laws of the State of California, without regard to conflicts-of-law rules. The parties consent to exclusive jurisdiction and venue in the state and federal courts located in San Francisco, California.

A breach or threatened breach of Sections may cause irreparable harm; the non-breaching party is entitled to seek injunctive or equitable relief in addition to other remedies.

Each party waives any right to a jury trial to the fullest extent permitted by law.

15. Termination; Suspension; Survival

For clarity, any suspension or termination under these Website Terms applies only to your access to and use of the public Website. Termination of Website access under these Website Terms does not relieve either party of payment, confidentiality, data-protection, return/RMA, warranty, indemnity, or other obligations that arise under other controlling agreements, all of which continue in accordance with their own terms.

16. Notices; Contact

Legal Notice. DO NOT USE THIS WEBSITE TO COMMUNICATE LEGAL NOTICE TO LEGACY TRANSPORTATION SERVICES, INC. Communications made through the Website’s email and messaging system will not constitute legal notice for Legacy or any of its officers, employees, agents, or representatives.

Legal notices must be in writing and delivered by personal delivery, certified mail (return receipt), or recognized overnight courier to Legacy’s Registered Agent for service of process. Notices are effective on receipt.

Customer Service. For general Website inquiries or support portal access, please see the information in the [How to Contact Us](#) section below.

For privacy inquiries, see the [Privacy Policy](#).

17. International Users

The Website is controlled from the United States and may not be appropriate in other locations. Users accessing from outside the U.S. do so at their own risk and must comply with local laws. You will comply with all U.S. and applicable non-U.S. export control, re-export, and sanctions laws. You represent you are not located in, organized under the laws of, or ordinarily resident in any comprehensively sanctioned jurisdiction and are not on any U.S. government restricted party list.

18. Entire Agreement; Severability; Assignment; Waiver; Headings; Consumer Law Notice

These Website Terms (together with documents incorporated by reference, including the Privacy Policy) form the entire agreement for your use of the Website.

If any provision is unenforceable, it will be modified to the minimum extent necessary; the remainder remains in effect. You may not assign these Website Terms without Legacy's prior written consent. A waiver must be in writing and signed; failure to enforce is not a waiver. Headings are for convenience only.

Legacy sells primarily to professional customers. To the extent mandatory consumer protection laws apply and cannot be waived, nothing in these Website Terms intends to exclude rights you cannot lawfully disclaim.

19. General

You may not assign, delegate, or transfer these Website Terms or your rights or obligations hereunder in any way (by operation of law or otherwise) without our prior written consent. We may transfer, assign, or delegate these Website Terms and our rights and obligations without consent. The failure of Legacy to exercise or enforce any right or provision of these Website Terms shall not constitute a waiver of such right or provision. If any provision of these Website Terms 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 provision, and the other provisions of these Website Terms shall remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Website or these Website Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred. A printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Website Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. The section titles in these Website Terms are for convenience only and have no legal or contractual effect. Notices to you may be made via either email or regular mail. The Website may also provide notices to you of changes to these Website Terms or other matters by displaying notices or links to notices generally on the Website.

20. How to Contact Us

If you have any questions or concerns about these Website, please contact us at:

<https://www.legacytsi.com/contact>

800-827-0990

Legacy Transportation Services, Inc.

935 McLaughlin Avenue

San Jose, CA 95122