

# **Terms and Conditions for TasksWaves**

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# 1. Introduction

These Terms and Conditions (“Terms”) govern the access to and use of the TasksWaves platform, including the web-based CRM system, mobile applications, integrations, communication tools, and any related services (collectively, the “Services”).

The Services are operated and provided by **ELDNEX LLC**, a Wyoming limited liability company, with its principal office at **1021 E Lincolnway Suite #6302, Cheyenne, Wyoming 82001, United States** (“Company,” “we,” “our,” or “us”).

By creating an account, downloading, installing, accessing, or using the Services in any manner, you (“you,” “your,” or “User”) acknowledge that you have read, understood, and agree to be bound by these Terms and by our Privacy Policy, which is incorporated herein by reference. If you do not agree to these Terms, you must not use the Services.

## 2. Definitions

For purposes of these Terms, the following definitions apply:

- **“Account”** means a unique registration created by a User to access and use the Services.
- **“Company” / “we” / “our” / “us”** refers to ELDNEX LLC and its affiliates, officers, employees, agents, contractors, and representatives.
- **“Content”** means any data, information, text, documents, attachments, messages, or materials submitted, uploaded, transmitted, or otherwise made available through the Services.
- **“Driver”** means an individual operating a commercial motor vehicle who accesses or interacts with the Services via the TasksWaves mobile application or other approved integration.
- **“Fleet”** means a motor carrier, trucking company, or other business entity that manages one or more Drivers and uses the Services to coordinate operations.
- **“Integrations”** means third-party platforms, including but not limited to Transportation Management Systems (TMS), Electronic Logging Devices (ELD), VoIP telephony, and messaging applications, that connect with or interact with the Services.
- **“Services”** refers collectively to the TasksWaves CRM system, driver application, integrations, task management functions, analytics, and all related features provided by ELDNEX LLC.

- **“User”** means any individual or entity that creates an Account, accesses, or uses the Services, including Drivers, Fleet owners, Fleet managers, and their authorized personnel.

## 3. Eligibility

**3.1 Age Requirement.** The Services are intended for individuals who are at least eighteen (18) years of age or the age of legal majority in their jurisdiction, whichever is greater. By accessing or using the Services, you represent and warrant that you meet this requirement.

**3.2 Authority to Bind an Entity.** If you are accessing or using the Services on behalf of a business entity, organization, or employer, you represent and warrant that you have the legal authority to bind that entity to these Terms. In such cases, the term “User” will refer both to you as an individual and to the entity on whose behalf you are acting.

**3.3 Compliance with Laws.** By using the Services, you represent and warrant that your access to and use of the Services will comply with all applicable laws, rules, and regulations, including but not limited to U.S. federal and state transportation, data protection, and safety regulations.

**3.4 Prohibited Users.** The Services may not be accessed or used by individuals or entities located in jurisdictions where such use is prohibited by law, regulation, or sanctions. The Company reserves the right to deny access to any person or entity that does not meet eligibility requirements.

## 4. Account Registration & Security

**4.1 Account Creation.** To use certain features of the Services, Users must create an Account by providing accurate, current, and complete information as requested during the registration process. Each User is responsible for updating their Account information to maintain its accuracy.

**4.2 Credentials and Access.** Users must safeguard their login credentials, including username, password, API keys, and authentication tokens. Users agree not to share their credentials with any third party or allow unauthorized access to their Account.

**4.3 Responsibility for Activities.** Users are fully responsible for all activities that occur under their Account, whether authorized by them or not. The Company is not liable for any loss or damage arising from unauthorized access resulting from the User’s failure to safeguard credentials.

**4.4 Security Obligations.** Users must promptly notify the Company at [info@taskswaves.com](mailto:info@taskswaves.com) of any suspected or actual unauthorized use of their Account, breach of security, or compromise of credentials. The Company reserves the right to suspend or terminate Accounts in order to protect the integrity of the Services.

**4.5 Multiple Users.** For Fleet and enterprise Accounts, the entity is responsible for ensuring that all employees, Drivers, contractors, or other authorized personnel who are granted access comply with these Terms.

## 5. Services Provided

**5.1 Scope of Services.** TasksWaves is a cloud-based Customer Relationship Management (CRM) platform specifically designed for trucking operations. The Services include, but are not limited to:

- Task management and tracking of driver requests.
- Integrated communication tools, including in-app messaging, VoIP integration, and connections to external messaging platforms.
- A mobile application for Drivers to submit requests, attach files, and communicate with Fleet personnel.
- Integration with Transportation Management Systems (TMS), Electronic Logging Devices (ELD), VoIP telephony, and other third-party services.
- Analytics and reporting based on driver tasks, requests, and Fleet performance.

**5.2 Service Modifications.** The Company may enhance, modify, or discontinue any aspect of the Services at any time without liability, provided that such modifications do not materially reduce the core functionality of the Services.

**5.3 Availability.** While the Company strives to maintain uninterrupted Services, Users acknowledge that temporary interruptions may occur due to maintenance, upgrades, or circumstances beyond the Company's control.

## 6. License Grant & Restrictions

**6.1 License Grant.** Subject to compliance with these Terms, the Company grants each User a limited, non-exclusive, non-transferable, revocable license to access and use the Services solely for lawful business purposes in connection with trucking operations.

**6.2 Restrictions.** Users shall not, and shall not permit any third party to:

- Copy, modify, or create derivative works of the Services.
- Reverse engineer, decompile, disassemble, or attempt to derive the source code.
- Resell, sublicense, lease, or otherwise make the Services available to unauthorized third parties.
- Circumvent security features or access controls.
- Use the Services in any manner that violates applicable laws, including but not limited to FMCSA, DOT, or data protection regulations.
- Upload or transmit any harmful code, malware, or unauthorized data.

**6.3 Reservation of Rights.** All rights not expressly granted under these Terms remain with the Company.

## 7. User Responsibilities

**7.1 Compliance.** Users are solely responsible for ensuring that their use of the Services complies with all applicable laws, regulations, and industry standards.

**7.2 Data Accuracy.** Users must provide accurate, current, and complete information when creating Accounts, submitting driver data, or using integrations.

**7.3 Accountability.** Users are responsible for all actions taken under their Accounts, including actions by their employees, contractors, or Drivers.

**7.4 Acceptable Use.** Users agree not to use the Services to:

- Transmit illegal, infringing, defamatory, obscene, or otherwise harmful Content.
- Harass, abuse, or interfere with the rights of others.

- Attempt unauthorized access to other Accounts or Company systems.

**7.5 System Integrity.** Users must not overload, disrupt, or interfere with the performance of the Services.

**7.6 Third-Party Compliance.** Users integrating third-party services (e.g., TMS, ELD, VoIP) are responsible for complying with those providers' terms and maintaining any required licenses or permissions.

## 8. Driver & Fleet Data

**8.1 Ownership.** All data submitted by Users, including driver requests, documents, task records, Fleet information, and communications ("User Data"), remains the property of the User or their Fleet.

**8.2 License to Company.** By submitting User Data, Users grant the Company a limited, worldwide, royalty-free license to process, store, transmit, and display such data solely as necessary to provide the Services.

**8.3 Data Use Limitations.** The Company will not sell, rent, or otherwise disclose User Data to third parties except as required by law, to comply with legal process, or as necessary to provide the Services.

**8.4 Driver Information.** Fleets are solely responsible for obtaining any necessary consents from Drivers for the collection, storage, and processing of Driver data through the Services.

**8.5 Data Accuracy and Legality.** Users warrant that all submitted User Data is accurate, lawful, and free of third-party rights violations.

**8.6 Data Retention and Deletion.** The Company retains User Data in accordance with its Privacy Policy. Upon termination of an Account, User Data may be deleted or anonymized, subject to legal or regulatory obligations.

## 9. Third-Party Services & Integrations

**9.1 Integrations.** The Services may interoperate with or provide access to third-party platforms, including but not limited to Transportation Management Systems (TMS), Electronic Logging Devices (ELD), VoIP telephony systems, and messaging applications ("Third-Party Services").

**9.2 No Endorsement.** The Company does not endorse, control, or assume responsibility for any Third-Party Services. The inclusion of a link or integration does not imply endorsement or affiliation.

**9.3 Third-Party Terms.** Users acknowledge that their use of Third-Party Services may be subject to additional terms, conditions, and privacy policies of such third parties. Users are solely responsible for reviewing and complying with those terms.

**9.4 Availability.** The Company makes no guarantees regarding the continued availability or performance of any integration. Integrations may be modified, suspended, or discontinued at any time without liability.

**9.5 Liability Disclaimer.** The Company shall not be liable for any damages, losses, or claims arising from or related to Third-Party Services, including service interruptions, data inaccuracies, or failures of interoperability.

## 10. Payment & Subscriptions

**10.1 Fees.** Access to certain features of the Services may require payment of subscription fees or other charges as specified by the Company.

**10.2 Billing.** Users agree to provide accurate billing and payment information. Fees are billed in advance on a recurring basis (monthly, annually, or as otherwise specified) and are non-refundable except as required by law or explicitly stated in these Terms.

**10.3 Auto-Renewal.** Subscriptions automatically renew at the end of each billing cycle unless canceled by the User in accordance with Section 10.4.

**10.4 Cancellation.** Users may cancel their subscription at any time through their Account settings or by contacting the Company. Cancellation is effective at the end of the current billing cycle, and no prorated refunds will be issued unless otherwise required by applicable law.

**10.5 Price Changes.** The Company reserves the right to modify subscription fees. Users will receive reasonable prior notice of any change in fees, and continued use of the Services constitutes acceptance of the new fees.

**10.6 Taxes.** Fees do not include applicable taxes, duties, or governmental charges. Users are responsible for all such amounts associated with their subscription.

## 11. Confidentiality & Data Protection

**11.1 Confidential Information.** “Confidential Information” means all non-public information disclosed by either party that is designated as confidential or reasonably should be understood as confidential, including but not limited to business operations, technical data, trade secrets, driver and Fleet information, and security protocols.

**11.2 Non-Disclosure.** Each party agrees to protect the other party’s Confidential Information using the same degree of care it uses to protect its own confidential information, but in no event less than a reasonable standard of care.

**11.3 Exclusions.** Confidential Information does not include information that (a) is or becomes publicly known without breach of this Agreement; (b) is received lawfully from a third party without restriction; (c) is independently developed without use of or reference to the disclosing party’s Confidential Information; or (d) is required to be disclosed by law or governmental authority.

**11.4 Data Protection.** The Company will collect, store, and process User Data in accordance with its Privacy Policy. The Company implements commercially reasonable safeguards to protect User Data against unauthorized access, disclosure, or loss.

**11.5 Data Breach Notification.** In the event of a confirmed data breach affecting User Data, the Company will notify affected Users in accordance with applicable data protection laws.

**11.6 Driver & Fleet Confidentiality.** Fleet Users are responsible for ensuring that their own personnel and Drivers comply with confidentiality obligations when using the Services.

## 12. Intellectual Property

**12.1 Ownership.** All rights, title, and interest in and to the Services, including but not limited to software code, interfaces, algorithms, databases, designs, graphics, logos, trademarks, and documentation, are and will remain the exclusive property of the Company.

**12.2 Trademarks.** “TasksWaves,” the TasksWaves logo, and all related names, product names, and design marks are trademarks of the Company or its affiliates. Users may not use such marks without prior written consent.

**12.3 User Content.** Users retain ownership of the Content and User Data they provide. By submitting Content, Users grant the Company a non-exclusive, worldwide, royalty-free license to use, host, reproduce, and display such Content solely for the purpose of providing the Services.

**12.4 No Transfer of Rights.** Nothing in these Terms shall be construed as transferring ownership of intellectual property rights from the Company to the User.



**12.5 Feedback.** Users may submit feedback, suggestions, or ideas regarding the Services. The Company may freely use such feedback without obligation or compensation to the User.

## 13. Communication & Notifications

**13.1 Electronic Communications.** By creating an Account or using the Services, Users consent to receive communications from the Company electronically, including but not limited to emails, in-app messages, SMS, and system alerts.

**13.2 Legal Notices.** All legal notices, disclosures, and communications provided electronically satisfy any legal requirement that such communications be in writing.

**13.3 User Responsibility.** Users are responsible for maintaining accurate contact information within their Accounts to ensure delivery of communications. The Company is not liable for any missed communications due to outdated or inaccurate User information.

**13.4 Opt-Out.** Users may opt out of non-essential promotional communications by using the unsubscribe link provided. However, Users cannot opt out of essential service-related notifications, such as billing notices, security alerts, and updates to these Terms.

## 14. Service Availability & Updates

**14.1 Availability.** The Company will use commercially reasonable efforts to maintain the availability of the Services. However, the Services may be subject to temporary interruptions due to maintenance, updates, system improvements, or causes beyond the Company's control.

**14.2 Updates.** The Company may provide updates, enhancements, or new features to the Services, which may include bug fixes, security patches, or modified functionalities. Such updates are deemed part of the Services and subject to these Terms.

**14.3 Suspension.** The Company reserves the right to suspend or restrict access to the Services temporarily for scheduled or emergency maintenance without liability.

**14.4 No Guarantee.** The Company does not warrant uninterrupted, error-free, or fully secure operation of the Services and expressly disclaims liability for downtime, delays, or service interruptions.

## 15. Limitation of Liability

**15.1 Exclusion of Damages.** To the maximum extent permitted by law, the Company shall not be liable for any indirect, incidental, consequential, exemplary, special, or punitive damages, including but not limited to loss of profits, loss of revenue, business interruption, data loss, or reputational harm, arising out of or in connection with the use of or inability to use the Services.

**15.2 Cap on Liability.** In no event shall the Company's aggregate liability for all claims arising under or in connection with these Terms exceed the total fees paid by the User to the Company for the Services during the twelve (12) months immediately preceding the event giving rise to the claim.

**15.3 Third-Party Liability.** The Company shall not be liable for any damages, losses, or obligations caused by (a) Third-Party Services or integrations; (b) User's failure to comply with applicable laws; (c) unauthorized access resulting from User's negligence in safeguarding credentials.

**15.4 Jurisdictional Limitations.** Some jurisdictions do not allow limitations of liability for certain types of damages. In such cases, the Company's liability shall be limited to the maximum extent permitted by law.

## 16. Disclaimer of Warranties

**16.1 As-Is Basis.** The Services are provided "as is" and "as available" without warranties of any kind, whether express, implied, statutory, or otherwise.

**16.2 No Implied Warranties.** The Company expressly disclaims all implied warranties, including but not limited to warranties of merchantability, fitness for a particular purpose, title, and non-infringement.

**16.3 No Guarantee of Results.** The Company does not warrant that the Services will meet User's specific requirements, achieve particular outcomes, or ensure compliance with any laws or regulations. Users are solely responsible for their own compliance obligations.

**16.4 No Warranty for Integrations.** The Company makes no representations or warranties regarding the availability, accuracy, or performance of Third-Party Services integrated with the platform.

**16.5 Security Disclaimer.** While the Company takes commercially reasonable measures to secure the Services, it does not warrant that the Services will be free from vulnerabilities, errors, viruses, or unauthorized access.

## 17. Indemnification

**17.1 User Indemnification.** The User agrees to defend, indemnify, and hold harmless the Company, its affiliates, officers, directors, employees, contractors, and agents from and against any and all claims, damages, obligations, liabilities, losses, costs, or expenses (including reasonable attorneys' fees) arising out of or related to:

- (a) User's or its Drivers' use of the Services;
- (b) violation of these Terms by the User, its employees, contractors, or Drivers;
- (c) violation of any third-party rights, including intellectual property or privacy rights;
- (d) User Data, including the legality, accuracy, or content thereof;
- (e) non-compliance with applicable laws, including FMCSA, DOT, or data protection regulations.

**17.2 Company's Right to Defend.** The Company reserves the right, at the User's expense, to assume the exclusive defense and control of any matter subject to indemnification. Users must cooperate fully with the Company in asserting available defenses.

## 18. Termination & Suspension

**18.1 Termination by User.** Users may terminate their Account at any time by providing written notice to the Company or by using the Account settings. Termination will be effective at the end of the current billing cycle unless otherwise specified.

**18.2 Termination by Company.** The Company may suspend or terminate a User's access to the Services, in whole or in part, immediately and without prior notice if:

- (a) the User violates these Terms;
- (b) the User fails to pay applicable fees;
- (c) the User engages in fraudulent, unlawful, or harmful conduct;
- (d) continued use poses a security or operational risk to the Services.

**18.3 Effect of Termination.** Upon termination:

- All licenses granted under these Terms shall immediately cease;
- User's access to the Services will be disabled;
- The Company may retain or delete User Data in accordance with Section 19;
- Any fees accrued or payable by the User prior to termination remain due.

18.4 **Survival.** Provisions relating to confidentiality, intellectual property, limitations of liability, indemnification, and dispute resolution shall survive termination.

## 19. Data Retention & Deletion

19.1 **Retention Policy.** The Company retains User Data for as long as necessary to provide the Services or as required by law, regulation, or contractual obligations.

19.2 **Deletion Requests.** Users may request deletion of their User Data by contacting the Company at [info@taskswaves.com](mailto:info@taskswaves.com). The Company will make commercially reasonable efforts to honor such requests, subject to legal or regulatory obligations.

19.3 **Post-Termination Data.** After termination of an Account, the Company may retain User Data for a limited period for backup, audit, or legal compliance purposes, after which it will be securely deleted or anonymized.

19.4 **Irrecoverability.** Deleted data cannot be recovered once removed from the Company's systems. Users are responsible for exporting their data prior to termination or deletion.

19.5 **Third-Party Integrations.** The Company is not responsible for the retention or deletion of User Data stored in or transmitted to Third-Party Services through integrations.

## 20. Compliance with Laws

20.1 **User Responsibility.** Users are solely responsible for ensuring that their use of the Services complies with all applicable local, state, federal, and international laws and regulations, including but not limited to FMCSA and DOT requirements, ELD regulations, data privacy laws, and labor standards.

20.2 **No Legal Advice.** The Company does not provide legal, compliance, or safety advice. Any information provided through the Services is for general business purposes only and should not be relied upon as legal or regulatory guidance.

20.3 **Export Compliance.** Users agree not to use or export the Services in violation of U.S. export control laws and regulations.

20.4 **Regulatory Cooperation.** Users must promptly cooperate with the Company in responding to lawful requests, investigations, or audits by regulatory or governmental authorities related to their use of the Services.

**20.5 Violation of Law.** Any use of the Services in violation of applicable laws constitutes a material breach of these Terms and may result in immediate suspension or termination of the User's Account.

## 21. Dispute Resolution

**21.1 Governing Law.** These Terms and any dispute, claim, or controversy arising out of or relating to the Services shall be governed by and construed in accordance with the laws of the State of Wyoming, United States, without regard to its conflict of law provisions.

**21.2 Venue.** Any legal action or proceeding arising under these Terms shall be brought exclusively in the state or federal courts located in Cheyenne, Wyoming, and the parties hereby consent to the personal jurisdiction and venue of such courts.

**21.3 Informal Resolution.** Before filing a claim, the User agrees to attempt in good faith to resolve disputes informally by contacting the Company at [info@taskswaves.com](mailto:info@taskswaves.com). The Company will attempt to resolve the dispute within thirty (30) days.

**21.4 Arbitration.** Any dispute not resolved informally shall be submitted to binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association (AAA). The arbitration shall be conducted in English, in Cheyenne, Wyoming. The decision of the arbitrator shall be final and binding.

**21.5 Class Action Waiver.** Users agree that any claims must be brought in their individual capacity, and not as a plaintiff or class member in any purported class, collective, or representative proceeding.

## 22. Force Majeure

**22.1 Definition.** Neither party shall be liable or responsible for any failure or delay in performance caused by events beyond its reasonable control ("Force Majeure Events"), including but not limited to acts of God, natural disasters, fire, flood, earthquake, pandemic, labor disputes, strikes, war, terrorism, embargoes, governmental orders, failures of telecommunications or internet providers, or power outages.

**22.2 Effect of Force Majeure.** Performance of the affected party's obligations shall be suspended for the duration of the Force Majeure Event, provided that such party uses commercially reasonable efforts to mitigate the effects.

**22.3 Right to Terminate.** If a Force Majeure Event continues for more than sixty (60) consecutive days, either party may terminate the Agreement upon written notice without further liability.

## 23. Severability

**23.1 Independent Provisions.** If any provision of these Terms is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be enforced to the maximum extent permissible, and the remaining provisions shall remain in full force and effect.

**23.2 Reformation.** If necessary, the invalid provision shall be deemed modified to the minimum extent required to make it valid and enforceable, consistent with the original intent of the parties.

## 24. Entire Agreement

**24.1 Integration.** These Terms, together with the Privacy Policy and any additional agreements expressly referenced herein, constitute the entire agreement between the User and the Company with respect to the Services.

**24.2 Supersession.** These Terms supersede all prior or contemporaneous understandings, agreements, negotiations, and representations, whether written or oral, relating to the subject matter herein.

**24.3 No Reliance.** Users acknowledge that they have not relied upon any statement, representation, warranty, or agreement of the Company or any other person except as expressly set forth in these Terms.

## 25. Amendments

**25.1 Right to Amend.** The Company reserves the right to modify, update, or amend these Terms at any time, in its sole discretion.

**25.2 Notice of Changes.** Users will be notified of material changes through the Services, via email, or by posting a revised version on the Company's website at <https://taskswaves.com>. The "Last Updated" date will reflect the effective date of the revised Terms.

**25.3 Acceptance of Changes.** Continued use of the Services after the effective date of any amendments constitutes the User's acceptance of the revised Terms. If the User does not agree to the amended Terms, the User must discontinue use of the Services immediately.

## 26. Assignment

**26.1 User Restriction.** Users may not assign, delegate, or transfer their rights or obligations under these Terms, whether by operation of law, merger, acquisition, or otherwise, without the prior written consent of the Company. Any attempted assignment in violation of this Section shall be null and void.

**26.2 Company Right.** The Company may assign or transfer its rights and obligations under these Terms without restriction, including in connection with a merger, acquisition, reorganization, or sale of assets, provided that such assignment does not reduce the rights of Users under these Terms.

**26.3 Binding Effect.** Subject to the foregoing, these Terms shall be binding upon and inure to the benefit of the parties, their successors, and permitted assigns.

## 27. Contact Information

If you have any questions, complaints, or notices regarding these Terms or the Services, please contact the Company at:

**ELDNEX LLC**

1021 E Lincolnway, Suite #6302  
Cheyenne, Wyoming 82001  
United States

**Phone:** +1 (307) 223-9932

**Email:** [info@taskswaves.com](mailto:info@taskswaves.com)

**Website:** <https://taskswaves.com>