

TERMS OF SERVICE

Effective Date: January 29, 2026

1. Acceptance of Terms

Welcome to Placard Builder. By accessing or using our hazard placard generation service (the "Service"), you agree to be bound by these Terms of Service ("Terms"). If you do not agree to these Terms, do not use the Service. We reserve the right to modify these Terms at any time, and such modifications will be effective immediately upon posting.

2. Service Description

Placard Builder provides a digital tool for generating printable hazard placards in PDF format. The Service allows users to create placards by selecting hazard classes and entering UN numbers. The generated placards are intended to assist with Department of Transportation (DOT) compliance, but the Service itself does not guarantee regulatory compliance.

3. License Grant

3.1 Scope of License

Upon payment of the one-time license fee of \$35.00 USD, we grant you a personal, non-exclusive, non-transferable, lifetime license to use the Service for generating hazard placards. This license is tied to your specific device installation and may not be transferred to another user or device without our express written permission.

3.2 License Restrictions

You may NOT:

- Resell, sublicense, or distribute the Service to third parties
- Reverse engineer, decompile, or disassemble any part of the Service
- Remove or modify any copyright, trademark, or proprietary notices
- Use the Service for any illegal purpose or in violation of any regulations
- Share your license credentials with others
- Attempt to circumvent license validation mechanisms
- Use automated systems to generate placards in bulk for commercial resale

3.3 License Termination

We reserve the right to terminate your license if you violate these Terms. Upon termination, you must cease all use of the Service and destroy any downloaded materials. Termination does not entitle you to a refund.

4. User Responsibilities and Compliance

4.1 Regulatory Compliance

IMPORTANT: This Service is a GENERATOR TOOL, not a compliance tool. While the placards are designed to meet DOT specifications when printed correctly, YOU are solely responsible for:

- Ensuring the correct hazard class and UN number are selected
- Verifying that generated placards comply with all applicable federal, state, and local regulations
- Printing placards with correct dimensions, colors, and quality
- Proper display and maintenance of placards on vehicles
- Compliance with 49 CFR regulations and any other applicable laws

We do NOT verify the accuracy of information you input or guarantee that any placard you generate will satisfy regulatory requirements for your specific shipment or jurisdiction.

4.2 Accuracy of Information

You are responsible for ensuring that all information entered into the Service (hazard class, UN number, etc.) is accurate and appropriate for your intended use. We provide templates and tools but do not provide compliance consulting or verification services.

4.3 Proper Use

You agree to use the Service in accordance with all applicable laws and regulations. You are responsible for obtaining any necessary permits, licenses, or approvals required for transporting hazardous materials.

5. Payment and Refunds

5.1 Payment

Access to the Service requires a one-time payment of \$35.00 USD. Payment is processed securely through Stripe. All fees are in U.S. dollars and are non-refundable except as expressly provided in these Terms.

5.2 Refund Policy

Due to the nature of digital products, all sales are final. We do not offer refunds except in the following circumstances:

- Technical failure preventing service access within 7 days of purchase, where we are unable to resolve the issue
- Duplicate purchases made in error (refund of duplicate charge only)
- Service discontinuation within 30 days of purchase

To request a refund under these circumstances, contact us within 7 days of purchase with proof of the issue. Refund requests are evaluated on a case-by-case basis and are at our sole discretion.

5.3 Taxes

You are responsible for all applicable taxes associated with your purchase. Prices do not include any sales, use, or other taxes that may be imposed by your jurisdiction.

6. DISCLAIMER OF WARRANTIES

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

WE DO NOT WARRANT THAT:

- The Service will be uninterrupted, secure, or error-free
- The results obtained from the Service will be accurate or reliable
- Any errors in the Service will be corrected
- Generated placards will meet DOT or any other regulatory standards
- The Service will be compatible with all devices or browsers

YOU ASSUME ALL RISK ASSOCIATED WITH THE USE OF THE SERVICE AND ANY PLACARDS GENERATED THEREBY.

7. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM:

- Your use or inability to use the Service
- Any unauthorized access to or use of our servers and/or any personal information stored therein
- Any interruption or cessation of transmission to or from the Service
- Any bugs, viruses, or other harmful code transmitted through the Service
- Any errors or omissions in any content or for any loss or damage incurred from using content posted or transmitted through the Service
- Regulatory fines, penalties, or violations resulting from use of generated placards
- Any accidents, injuries, or damages resulting from transportation of hazardous materials

IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES EXCEED THE AMOUNT YOU PAID FOR THE SERVICE (\$35.00 USD).

8. Indemnification

You agree to indemnify, defend, and hold harmless Placard Builder, its officers, directors, employees, agents, and affiliates from and against any and all claims, damages, obligations, losses, liabilities, costs, or expenses (including attorney's fees) arising from:

- Your use of the Service
- Your violation of these Terms
- Your violation of any third-party rights, including intellectual property rights
- Any regulatory violations or fines related to placards you generated

- Any accidents, incidents, or damages related to hazardous materials transportation

9. Intellectual Property

The Service, including all content, features, and functionality, is owned by Placard Builder and is protected by copyright, trademark, and other intellectual property laws. Your license does not grant you any ownership rights to the Service. You may not use our trademarks, logos, or branding without prior written permission.

10. Generated Content Ownership

You retain ownership of the PDF placards you generate using the Service. You may print, display, and use these placards for your own compliance purposes. However, you may not resell the PDF files themselves or use them to create a competing service.

11. Service Availability and Modifications

We reserve the right to modify, suspend, or discontinue the Service (or any part thereof) at any time with or without notice. We will not be liable to you or any third party for any modification, suspension, or discontinuation of the Service. We may also impose limits on certain features or restrict access to parts or all of the Service without notice or liability.

12. Third-Party Services

The Service uses third-party services including Stripe (payment processing), Google Sheets (data storage), and Cloudflare (infrastructure). Your use of these third-party services is subject to their respective terms of service and privacy policies. We are not responsible for the performance, availability, or practices of these third parties.

13. Dispute Resolution and Arbitration

13.1 Informal Resolution

If you have any dispute with us, you agree to first contact us and attempt to resolve the dispute informally by sending a written notice describing the nature and basis of the claim to support@placardbuilder.com.

13.2 Binding Arbitration

If the dispute cannot be resolved informally within 30 days, you agree that any dispute arising out of or relating to these Terms or the Service will be resolved through binding arbitration in accordance with the rules of the American Arbitration Association. The arbitration will take place in [Your State/Location]. You agree to waive your right to a jury trial or to participate in a class action lawsuit.

13.3 Exceptions

Either party may seek equitable relief in court to protect intellectual property rights or to enforce the confidentiality provisions of these Terms.

14. Governing Law

These Terms shall be governed by and construed in accordance with the laws of the United States and the State of [Your State], without regard to its conflict of law principles. Any legal action or proceeding relating to your access to or use of the Service shall be instituted in a state or federal court in [Your County, State].

15. Severability

If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions will continue to be valid and enforceable to the fullest extent permitted by law.

16. Entire Agreement

These Terms, together with our Privacy Policy, constitute the entire agreement between you and Placard Builder regarding the Service and supersede all prior agreements and understandings, whether written or oral.

17. Contact Information

If you have any questions about these Terms of Service, please contact us at:

Email: support@placardbuilder.com
Subject Line: Terms of Service Inquiry

BY USING THE SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS OF SERVICE.