

Terms and Conditions

Read This Terms of Use Agreement Before Accessing Website.

By accessing any of our websites or partner websites, you agree to the follow terms and conditions:

Effective Date: This Terms of Use Agreement was last updated on September 15, 2016.

This Terms of Use Agreement sets forth the standards of use of the CDL-TEST.com an online DMV PRACTICE TEST WEBSITE and CDL job board and CDL recruiter. By using the CDL-TEST.com website you 'the user' or 'member' or 'client' (the "Member") agree to these terms and conditions. If you do not agree to the terms and conditions of this agreement, you should immediately cease all usage of this website and any or all partner websites. We reserve the right, at any time, to modify, alter, or update the terms and conditions of this agreement without prior notice. Modifications shall become effective immediately upon being posted at CDL-TEST.com website. We offer only fictitious practice tests for all CDL tests or practice tests or DMV practice tests. We cannot provide anyone a CDL. We are not affiliated with the DMV. Our information sources are web based and may include DMV information or materials. Your continued use of the Service after amendments are posted constitutes an acknowledgement and acceptance of the Agreement and its modifications. Except as provided in this paragraph, this Agreement may not be amended. Resumes obtained or submitted by CDL-TEST.com are retained as digital property and may be submitted to CDL recruiter.

1. Description of Service

The website CDL-TEST.com provides Member with access to online CDL TESTS and DMV TESTS and we offer truck driver recruitment and CDL recruitment and CDL training information. Member must provide (1) all equipment necessary for their own Internet connection, including computer and modem and (2) provide for Member's access to the Internet, and (3) pay any fees relate with such connection.

2. Disclaimer of Warranties

The site is provided by CDL-TEST.com on an "as is" and on an "as available" basis. To the fullest extent permitted by applicable law, CDL-TEST.com makes no representations or warranties of any kind, express or implied, regarding the use or the results of this web site in terms of its correctness, accuracy, reliability, or otherwise. CDL-TEST.com shall have no liability for any interruptions in the use of this Website. CDL-TEST.com disclaims all warranties

with regard to the information provided, including the implied warranties of merchantability and fitness for a particular purpose, and non-infringement. Some jurisdictions do not allow the exclusion of implied warranties, therefore the above-referenced exclusion is inapplicable.

3. Limitation of Liability

CDL-TEST.com SHALL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER.

CDL-TEST.com SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOSS OF REVENUE, OR LOSS OF USE, ARISING OUT OF OR RELATED TO THIS WEB SITE OR THE INFORMATION CONTAINED IN IT (or partner websites), WHETHER SUCH DAMAGES ARISE IN CONTRACT, NEGLIGENCE, TORT, UNDER STATUTE, IN EQUITY, AT LAW, OR OTHERWISE, EVEN IF CDL-TEST.com HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, THEREFORE SOME OF THE ABOVE LIMITATIONS IS INAPPLICABLE.

4. Indemnification

Member agrees to indemnify and hold CDL-TEST.com, its parents, subsidiaries, affiliates, officers and employees, harmless from any claim or demand, including reasonable attorneys' fees and costs, made by any third party due to or arising out of Member's use of the Service, the violation of this Agreement, or infringement by Member, or other user of the Service using Member's computer, of any intellectual property or any other right of any person or entity.

5. Modifications and Interruption to Service

CDL-TEST.com reserves the right to modify or discontinue the Service with or without notice to the Member. CDL-TEST.com shall not be liable to Member or any third party should CDL-TEST.com exercise its right to modify or discontinue the Service. Member acknowledges and accepts that CDL-TEST.com does not guarantee continuous, uninterrupted or secure access to our website and operation of our website may be interfered with or adversely affected by numerous factors or circumstances outside of our control.

6. Third-Party Sites

Our website may include links to other sites on the Internet that are owned and operated by online merchants and other third parties. You acknowledge that we are not responsible for the availability of, or the content located on or through, any third-party site. You should contact the site administrator or webmaster for those third-party sites if you have any concerns regarding such links or the content located on such sites. Your use of those third-party sites is subject to the terms of use and privacy policies of each site, and we are not responsible therein. We encourage all Members to review said privacy policies of third-parties' sites.

7. Disclaimer Regarding Accuracy of Vendor Information

Product specifications and other information have either been provided by the Vendors or collected from publicly available sources. While CDL-TEST.com makes every effort to ensure that the information on this website is accurate, we can make no representations or warranties as to the accuracy or reliability of any information provided on this website.

CDL-TEST.com makes no warranties or representations whatsoever with regard to any product provided or offered by any Vendor, and you acknowledge that any reliance on representations and warranties provided by any Vendor shall be at your OWN RISK.

8. Governing Jurisdiction of the Courts of N. Carolina United States of America

Our website is operated and provided in the State of N.C. As such, we are subject to the laws of the State, and such laws will govern this Terms of Use, without giving effect to any choice of law rules. We make no representation that our website or other services are appropriate, legal or available for use in other locations. Accordingly, if you choose to access our site you agree to do so subject to the internal laws of this State or any other State.

9. Compliance with Laws

Member assumes all knowledge of applicable law and is responsible for compliance with any such laws. Member may not use the Service in any way that violates applicable state, federal, or international laws, regulations or other government requirements. Member further agrees not to transmit any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national, or international law or regulation. You 'the member' or 'the user' agree to arbitrate any legal dispute in N.C.

10. Copyright and Trademark Information

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provided by CDL-TEST.com, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits CDL-TEST.com.

All other trademarks displayed on CDL-TEST.com website are the trademarks of their respective owners, and constitute neither an endorsement nor a recommendation of those Vendors. In addition, such use of trademarks or links to the web sites of Vendors is not intended to imply, directly or indirectly, that those Vendors endorse or have any affiliation with S39 or CDL-TEST.com

All Blog content is either public domain from the internet or freelancer blog content or blog is original and proprietary property of this website.

11. Notification of Claimed Copyright Infringement

Pursuant to Section 512(c) of the Copyright Revision Act, as enacted through the Digital Millennium Copyright Act, CDL-TEST.com designates the following individual as its agent for receipt of notifications of claimed copyright infringement.

12. Botnets

CDL-TEST.com retains the right, at our sole discretion, to terminate any accounts involved with botnets and related activities. If any hostnames are used as command and control points for botnets, CDL-TEST.com reserves the right to direct the involved hostnames to a honeypot, loopback address, logging facility, or any other destination at our discretion.

13. Other Terms

If any provision of this Terms of Use Agreement shall be unlawful, void or unenforceable for any reason, the other provisions (and any partially-enforceable provision) shall not be affected thereby and shall remain valid and enforceable to the maximum possible extent. You agree that this Terms of Use Agreement and any other agreements referenced herein may be assigned by CDL-TEST.com, in our sole discretion, to a third party in the event of a merger or acquisition. This Terms of Use Agreement shall apply in addition to, and shall not be superseded by, any other written agreement between us in relation to your participation as a Member. Member agrees that by accepting this Terms of Use Agreement, Member is consenting to the use and disclosure of their personally identifiable information and other practices described in our Privacy Policy Statement.

14. Pay Disclaimer

Mileage pay or “cents per mile” (CPM) pay might not include all miles driven. Many carriers pay mileage pay based on the number of miles as calculated under the Household Goods Carrier Mileage Guide (HHG) which is considered an industry standard method of calculating mileage-based pay. The mileage calculated under the HHG might be less than actual miles driven.

15. Agreement

By agreeing to these terms and conditions as a condition of use or membership of CDL-TEST.com the user or 'member' also agrees to terms and conditions of partner sites such as CDL-

TEST.com or CDLtest-Answers.com. All websites are owned and operated by S39 and operate under the same user 'member' agreement.

CDL-TEST.com understands that you are concerned about your privacy. This Privacy Policy sets forth the online data collection and usage policies and practices that apply to all of our Web sites (unless a different privacy statement is specifically made applicable). We strive to provide a safe, secure Internet experience.

Privacy Policy

16. External Websites

Our site contains links to other Web sites over which we have no control, and may contain windows that provide access to other Web sites not affiliated with CDL-TEST.com. CDL-TEST.com is not responsible for the privacy policies or practices of other Web sites to which you choose to link from a CDL-TEST.com Web site. We encourage you to review the privacy policies of those other Web sites so you can understand how they collect, use and share your information. CDL-TEST.com does not endorse or make any representations or warranties concerning, and will not in any way liable for, any informational content, products, services, software, or other materials available on an external website, even if one or more pages of the external website are framed within a page of this Web site. This Privacy Policy applies solely to the information we collect on a CDL-TEST.com Web site, and does not apply to information we collect in any other fashion.

17. Collection of Information

In the on-line application process, CDL-TEST.com requests or may request that you provide personal information, including your name, street address, e-mail address, telephone number, social security number, contact information, and any other information from which your identity is discernible. CDL-TEST.com may also collect demographic information that is not unique to you such as your ZIP code and age. Sometimes we collect or may collect a combination of the two types of information.

CDL-TEST.com does not knowingly collect any information from or about a child without the consent of the child's parent or legal guardian. Given that our Web site primarily advertises for commercial driver's license (CDL) training classes, and that a person must be at least 18 to receive even an intrastate restricted CDL, CDL-TEST.com operates under the assumption that any requests for information is from an individual who has reached the age of majority.

To the extent that we receive, maintain, or process an individual's protected health information, CDL-TEST.com may disclose that information electronically as authorized by and in accordance with applicable federal and/or state law.

We also may gather certain information about your use of our site, such as what areas you visit and what services you access. Moreover, there is information about your computer hardware and software that is or may be collected by CDL-TEST.com. This information can include without limitation your IP address, browser type and version, domain names, access times any referring URL, and any URLs you visit from our site.

18. Retention of Application Data

CDL-TEST.com retains indefinitely all the information that we gather about you in an effort to make your repeat use of our site more efficient, practical, and relevant. Of course, you can correct or update your CDL-TEST.com application account at any time.

19. Use of Information by CDL-TEST.com

We use the information we gather on a CDL-TEST.com Web site, whether personal, demographic, collective or technical, for the purpose of operating and improving the CDL-TEST.com Web site, fostering a positive user experience, and delivering the services that we offer.

We may also use the information we gather to inform you of other products or services available from CDL-TEST.com or other companies whose products or service may be of interest to you, or to contact you about your opinion of current products and services or potential new products and services that may be offered. (The term "affiliated companies" is defined in the section of this Statement entitled "Contact Information.")

We may use your contact information in order to send you e-mail or other communications regarding updates at the CDL-TEST.com site, such as new CDL-TEST.com opportunities. The nature and frequency of these messages will vary depending upon the information we have about you.

All resumes submitted to website or email or contact us page or telephonic are considered property of CDL-TEST.com. As such each resume is considered a job candidate represented by the recruiting department of CDL-TEST.com. Client companies are subject to commission fee upon hiring a job candidate represented by CDL-TEST.com or partner website.

20. Disclosure of Information

We do not disclose to third parties your personal information, combined personal and demographic information, or information about your use of a CDL-TEST.com Web site (such as the areas you visit or the services you access), except as set forth below.

We may supply such information to third parties such as employers, data aggregators, marketers or others for the purpose of sending you e-mail or otherwise communicating with you. We may use data we have about you (such as the interests and preferences you have expressed) to determine whether you might be interested in the products or services of a particular third-party.

We may disclose such information to companies and individuals we employ to perform functions on our behalf. Examples may include hosting our Web servers, analyzing data, providing marketing assistance, processing credit card payments, and providing customer service. These companies and individuals will have access to your personal information to perform their functions, but they may not share that information with any other third party.

We may also disclose such information as required or permitted by law. Additionally, we may disclose such information if requested to do so by a governmental entity, or if we believe in good faith that such action is necessary to: (a) conform to legal requirements or comply with legal process; (b) protect and defend the rights or property of CDL-TEST.com, its affiliated companies, or its employees; (c) prevent a crime or protect national security; or (d) protect the personal safety of users or the public. CDL-TEST.com may also disclose and/or transfer your personal information to a buyer or transferee of all or a portion of its assets in conjunction with the sale or transfer of such assets.

CDL-TEST.com may also share aggregated anonymous information about visitors to each of its Web sites with its clients, partners and other third parties so that they may understand the kinds of visitors to CDL-TEST.com's site(s) and how those visitors use the site. In addition, we may share such information with third parties to whom you ask us to send the information.

21. Cookies

CDL-TEST.com uses "cookies" to help personalize and maximize your online experience and time online. A cookie is a text file that is placed on your hard drive by a Web site server. Cookies are stored on your computer's hard drive, and each cookie serves as an index into a database.

One of the primary purposes of cookies is to provide a convenience feature to save you time. The purpose of a cookie is to tell a Web server that you have returned to a specific page. For example, if you personalize CDL-TEST.com pages, or register for services, a cookie helps us to recall your specific information (such as user name, password and preferences). Because of our use of cookies, we can deliver faster and more accurate results and a more personalized site experience. When you return to the CDL-TEST.com site, the information you previously provided can be retrieved, so you can easily use the features that you customized. We also use cookies to track click streams and for load balancing.

You may have the ability to accept or decline cookies. Most Web browsers automatically accept cookies, but you can usually modify your browser setting to decline all cookies if you prefer. Alternatively, you may be able to modify your browser setting to notify you each time a cookie is tendered and permit you to accept or decline cookies on an individual basis. If you choose to decline cookies, however, that may hinder performance and negatively impact your experience on the CDL-TEST.com Web site.

22. Security

CDL-TEST.com has implemented reasonable security measures designed to secure your personal and information from accidental loss and from unauthorized access, use, alteration or

disclosure. When you begin the on-line application process at the CDL-TEST.com Web site, your personal information is protected through the use of encryption measures, such as the Secure Sockets Layer ("SSL") protocol. The SSL protocol makes it difficult for your personal information to be intercepted or stolen while it is being transmitted. , We cannot, however, guarantee that unauthorized third parties (such as "hackers" and other dishonest and criminal persons) will never be able to defeat our security measures or exploit a failure or weakness of computer hardware, software, or a communications network to misappropriate your personal information.

23. Contact Information

CDL-TEST.com is a name under which S39 corporation with its principal place of business in Arizona and North Carolina and retain right to choose place of legal court location, and certain of its affiliated companies, do business. ("Affiliated companies" means entities that control, are controlled by or are under common control with S39, Inc.) S39, Inc. is the legal entity that determines the purposes and means of processing the information gathered at the CDL-TEST.com Web sites. The information we gather on any CDL-TEST.com Web site may be shared within S39, Inc. and its affiliated companies.

We welcome your comments concerning this Privacy Statement. If you believe we have not adhered to this Statement, if you have any further questions about the personal information policies of CDL-TEST.com, or if you would like to amend or remove a record of personally identifiable information pertaining to yourself, please contact us by e-mailing us at privacy@CDL-TEST.com.