

TERMS & CONDITIONS

Joe's Roadside Assistance / JRS Roadside Techs / JRS Mobile Mechanics

Effective October 2023

Updated 3/24/26

Welcome to the official Terms & Conditions governing all roadside, towing, and mobile mechanic services provided by Joe's Roadside Assistance, JRS Roadside Techs, JRS Mobile Mechanics, and any affiliated entities ("Company"). By accessing our services—whether booked online, by phone, through a third-party program, via text, or through digital invoice approval—you agree to be legally bound by these Terms & Conditions.

1. ACCEPTANCE; ELECTRONIC SIGNATURE; BINDING EFFECT

(Sections 1–18 remain exactly as previously drafted and are fully incorporated herein without change for legal continuity.)

2. CONFIDENTIALITY; CUSTOMER NON-DISCLOSURE AGREEMENT (NDA); NON-SOLICITATION; DEFAMATION; LIQUIDATED DAMAGES (KENTUCKY)

2.1 Definition of Confidential Information

"Confidential Information" includes, without limitation:

(A) Company Proprietary Information

- Pricing structures, internal rate sheets, dispatch methods, routing systems
- Vendor agreements, operational protocols, training materials
- Internal communications, business strategies, and proprietary processes
- Non-public invoices, fraud prevention systems, and chargeback documentation

- Vendor networks and contractor relationships

(B) Service Provider Information

- Names, phone numbers, and personal addresses
- Driver's license information, license plates, insurance documentation
- Certifications and personal identifying information (PII)
- GPS tracking data, routing logs, and location history

(C) Service Documentation

- Photos, videos, VIN records, diagnostics, and service reports
- Payment verification documentation and service records

Confidential Information includes all non-public information disclosed verbally, visually, electronically, or in writing.

2.2 Customer Non-Disclosure Agreement (NDA)

As a condition of receiving Services, Customer agrees not to:

- Disclose, publish, or distribute Confidential Information
- Share internal communications or proprietary Company information publicly
- Provide Company information to competitors
- Use Confidential Information for commercial, competitive, or exploitative purposes

This constitutes a binding transaction-specific NDA under Kentucky law.

2.3 Protection of Technicians; Anti-Doxxing; Harassment Prohibition

Customer agrees not to:

- Publicly disclose personal identifying information of any Service Provider
- Share driver's license data, license plates, insurance documents, or private contact details
- Harass, threaten, intimidate, or retaliate against any technician or contractor

Nothing herein prohibits truthful consumer reviews that do not disclose private or proprietary information.

2.4 Non-Solicitation of Service Providers (12-Month Restriction)

Customer agrees that for twelve (12) months following completion or cancellation of Services, Customer shall not:

- Solicit, hire, or contract with any Company-introduced Service Provider outside the Company
- Attempt to engage providers independently
- Encourage or assist providers in bypassing Company dispatch or billing systems

The Customer acknowledges the Company's investment in recruiting, training, and maintaining its Service Provider network.

2.5 No Solicitation of Pricing Information; Anti-Circumvention of Services

Customer agrees not to:

- Solicit or attempt to obtain confidential pricing or compensation information from any contractor or Service Provider
- Determine internal pay rates for negotiation or dispute purposes
- Negotiate directly with Service Providers outside Company systems
- Attempt to reduce, dispute, reverse, or charge back service costs after agreeing to Services
- Seek refunds, discounts, or concessions based on unauthorized information
- Bypass Company dispatch, billing, or communication systems

Any such conduct constitutes a **material breach** of these Terms & Conditions.

Company Rights Upon Violation:

The Company reserves the right to:

- Deny any refunds (full or partial)
- Cancel or terminate services without liability
- Enforce full payment for agreed services
- Refuse future service
- Pursue damages under Section 2.7

All pricing is set solely by the Company. Service Providers are prohibited from discussing pricing with Customers.

2.6 Public Statements; Defamation; Arbitration-First Requirement

2.6.1 Customer agrees disputes must first be addressed through arbitration (see Section 16).

2.6.2 Customer shall not publish statements that:

- Are knowingly false or made with reckless disregard for truth
- Falsely accuse the Company or its Service Providers of criminal conduct
- Misrepresent services performed

2.6.3 Nothing restricts lawful complaints or truthful reviews.

2.7 Liquidated Damages

The parties agree that certain breaches may cause substantial harm and damages may be difficult to calculate.

(A) Unauthorized Disclosure of PII

Liquidated damages apply per occurrence for violations of Section 2.3

(B) Provider or Pricing Circumvention

Liquidated damages equal to the greater of:

- \$3,500; or
- ___ times the total service amount

(C) False Criminal Accusations

\$5,000 per adjudicated false statement

2.8 Not a Penalty

The parties agree:

- These amounts are not penalties
 - They are reasonable estimates of damages
 - They reflect anticipated harm under Kentucky law
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2.9 Equitable Relief

The Company may seek:

- Injunctive relief
 - Removal of unlawful content
 - Actual damages
 - Arbitration enforcement
 - Attorney's fees where permitted by law
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2.10 Survival

This Section survives completion, cancellation, or termination of Services.

FINAL ACKNOWLEDGMENT

BY REQUESTING OR ACCEPTING SERVICES, THE CUSTOMER ACKNOWLEDGES THAT THEY HAVE READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THIS AGREEMENT.

3. PAYMENTS; REFUNDS; CHARGEBACKS; FRAUD PREVENTION

3.1 Payment Authorization; Agreement to Pay

By requesting, scheduling, or accepting Services, Customer:

- Authorizes the Company to charge the agreed service amount
- Confirms that they are the authorized cardholder or payer
- Agrees to pay all charges associated with the service, including labor, travel time, diagnostics, equipment use, after-hours fees, storage, and any applicable surcharges

Payment may be collected **before, during, or immediately after service** at the Company's discretion.

3.2 Accepted Payment Methods

The Company primarily accepts:

- Zelle
- Cash App
- Venmo

Secondary payment methods:

- Credit/Debit Card via Company payment link

Card Payments Require Verification:

Customers using card payments may be required to provide:

- A valid government-issued ID
- A photo of the payment card (last four digits visible)
- Confirmation matching the cardholder's identity

Failure to provide verification may result in **refusal of service**.

3.3 Card Processing Fees

- A **\$10–\$20 processing fee** may be added to all card payments
- This fee reflects fraud risk, processing costs, and chargeback exposure

No such fee applies to Zelle, Cash App, or Venmo.

3.4 No Refund Policy

All payments are **final and non-refundable** once:

- A service provider has been dispatched
- The Customer has agreed to service
- Travel has begun or service is in progress
- Equipment or labor has been allocated

This applies regardless of:

- Vehicle condition or mechanical outcome
- Customer decision to cancel after dispatch
- Customer choosing to move or handle the vehicle independently
- Dissatisfaction unrelated to failure to perform agreed service

3.5 Courtesy Refunds (Discretionary Only)

Any refund issued:

- Is a **voluntary courtesy**, not an obligation
- Does not waive Company rights under this Agreement
- Does not set precedent for future refunds

3.6 Chargebacks; Payment Disputes; Fraud Prevention

Customer agrees:

- Not to initiate a chargeback for services that were agreed to, dispatched, or performed
- Not to dispute charges based on dissatisfaction unrelated to service completion
- Not to use financial institutions to bypass this Agreement

A chargeback under these conditions constitutes **fraudulent payment activity and material breach**.

3.7 Evidence of Service

The Company maintains documentation including:

- Dispatch records and timestamps
- GPS location data
- Photos and videos (before, during, after service)
- Customer communications (calls, texts, approvals)
- Payment confirmations and invoices

These records may be used to:

- Dispute chargebacks
 - Provide evidence to banks, law enforcement, or arbitration
 - Enforce this Agreement
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3.8 Chargeback Liability; Recovery of Costs

If Customer initiates a chargeback in violation of this Agreement, Customer agrees to be liable for:

- The full original service amount
- Chargeback fees and processing penalties
- Administrative and investigation costs
- Collection fees and legal costs where permitted

The Company may pursue recovery through:

- Arbitration
 - Collections
 - Legal action
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3.9 Service Refusal for Payment Risk

The Company reserves the right to:

- Refuse service to any Customer who declines verification
- Refuse service based on suspected fraud risk
- Require alternative payment methods

- Cancel service prior to completion if payment terms are not met
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3.10 No Pricing Discussions with Service Providers

Customers are strictly prohibited from:

- Asking providers what they are paid
- Negotiating pricing directly with providers
- Using such information to dispute charges

All pricing is controlled exclusively by the Company.

3.11 Agreement Supremacy

These payment terms:

- Override any verbal statements made by technicians or third parties
 - Apply regardless of customer assumptions or expectations
 - Remain enforceable under Kentucky law
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3.12 Survival

This Section survives completion, cancellation, or termination of Services and remains enforceable for all payment-related disputes.

INVOICE SERVICE AGREEMENT & PAYMENT AUTHORIZATION

By approving this invoice, making payment, or accepting services, you (“Customer”) agree to the following:

- You authorize **Joe’s Roadside Assistance / JRS Roadside Techs / JRS Mobile Mechanics (“Company”)** to charge the full agreed amount for services, including labor, travel time, diagnostics, equipment, and applicable fees.
- All payments are **final and non-refundable** once a technician is dispatched, travel has begun, or service is in progress.
- You agree **not to initiate a chargeback or payment dispute** for services that were requested, scheduled, dispatched, or performed. Any chargeback in violation of this agreement constitutes a **material breach and may be treated as fraud**.
- You agree that dissatisfaction unrelated to failure to perform the agreed service does **not qualify for a refund or dispute**.
- You acknowledge that the Company maintains **documentation of service**, including GPS data, timestamps, photos, videos, and communication records, which may be used in disputes, arbitration, or legal proceedings.
- You agree not to **negotiate pricing with technicians** or attempt to bypass Company systems. All pricing is set solely by the Company.
- You agree to **resolve any disputes through arbitration** before taking any external action.
- You accept responsibility for any **chargeback fees, collection costs, and legal expenses** incurred due to violation of this agreement.

“Customer agrees that any chargeback filed after service is dispatched or completed will result in a minimum \$3,500 recovery claim or the maximum allowed by law.”