

# Terms of Use

Please read the Terms of Use carefully before accessing or using this Site.

## ACCEPTANCE OF TERMS

By accessing or using this Site in any way, including using any Services, downloading Materials or merely browsing the Site (capitalized terms defined below), you agree to and are bound by the terms and conditions set forth in this document and in any changes thereto that 360Limo may publish from time to time (collectively, the "Terms of Use"). **If you do not agree to all of the terms and conditions contained in the Terms of Use, do not access or use this Site.**

360Limo may change the Terms of Use and other guidelines and rules posted on the Site from time to time at its sole discretion. Your continued access or use of the Site, or any Materials or Services, constitutes your acceptance of the changes. **Your access and use of the Site, Materials and Services will be subject to the most current version of the Terms of Use, rules and guidelines posted on the Site at the time of such use. Please regularly check the "Terms of Use" link on the home page of 360Limo.com to view the then-current terms.** If you breach any of the Terms of Use, your authorization to access or use this Site, Services and Materials automatically terminates, and any Materials downloaded or printed from the Site in violation of the Terms of Use must be immediately destroyed.

## THE SITE

360Limo, Inc., its affiliates and agents ("360Limo") make this Web site and all other websites of 360Limo, Inc. with links to the Terms of Use (collectively, the "Site"), and the Materials and Services, available for your access and use subject to the Terms of Use. "Materials" means all information, data, documents (e.g. white papers, press releases, datasheets, FAQs, etc.), communications, downloads, files, text, images, photographs, graphics, videos, webcasts, publications, content, tools, resources, software, code, programs and products made available or enabled via the Site by 360Limo or users of this Site. "Services" means all services and resources offered or enabled via the Site by 360Limo and users of this Site, including download areas, developer tools services, product and other information services and communications services such as bulletin boards, calendars, e-mail. All Materials provided by 360Limo are referred to collectively as "360Limo Materials". All User Materials that are not Shared Content shall be referred to herein as "User Content". 360Limo Materials and User Materials may have different restrictions and conditions associated with them under the Terms of Use and other guidelines and rules posted via the Site.

## INTELLECTUAL PROPERTY; LIMITED LICENSE TO USERS; TRADEMARK INFORMATION

The Materials and Services, as well as their selection and arrangement, are protected by copyrights, trademarks, patents, trade secrets and all other intellectual property and proprietary rights (collectively, "Intellectual Property Rights"), and any unauthorized use of the Materials or Services may violate such laws and the Terms of Use. Except as expressly provided herein, 360Limo and its suppliers do not grant any express or implied rights to use the Materials and Services. You agree not to copy, republish, frame, download, transmit, modify, adapt, create derivative works based on, rent, lease, loan, sell, assign, distribute, display, perform, license, sublicense or reverse engineer the Site, Materials or Services, any portions of the Site, Materials or Services or the selection and arrangement of the Site, Materials or Services, except as expressly authorized herein. In addition, you agree not to use any data mining, robots or similar data gathering and extraction methods in connection with the Site, Services or Materials.

The trademarks, logos and service marks ("Marks") displayed on this Site are the property of 360Limo, Inc. or other third parties. You are not permitted to use the Marks without the prior written consent of 360Limo, Inc. or such third party that may own the Marks. 360Limo and the 360Limo logo are trademarks of 360Limo, Inc.

## **USE OF SITE AND SERVICES**

You shall pay all costs and charges, including phone charges and telecommunications equipment costs, that you incur in order to access or use the Site, Services and Materials. You must adhere to all limitations on dissemination, usage and reproduction of any Materials that you download from the Site that are subject to such limitations. You agree to use the Services only to access, download, utilize, post, send or receive Materials in an appropriate manner as related to the particular Materials or Services being accessed or used by you. As some examples of improper activities when accessing or using the Site, Services or Materials, you agree that you shall not:

- Collect, harvest, mine or engage in any other activity to obtain e-mail addresses, phone numbers, personal information or any other information about others.
- Use or attempt to gain access to or use another's account, password, Service, Materials or computer systems or networks connected to any 360Limo server or to the Site without authorization from 360Limo, whether through hacking, password mining or any other means.
- Remove or falsely add to any uploaded Materials any copyright, trademark or other legal or proprietary rights notices, author attributions or other information such as origin or source of the Material.
- Access or attempt to access any Material that you are not authorized to access or Materials through any means not intentionally made available through the Site or Services.
- Make available any files containing Materials where you do not own or control, or have not received the necessary licenses to, all Intellectual Property Rights, rights of privacy and publicity and all other rights in and to such Materials.

- Use any Materials in any manner that infringes any Intellectual Property Rights or other rights of any party.
- Disrupt or interfere with the security of, or otherwise cause harm to, the Site, or any Services, Materials, systems resources, accounts, passwords, servers or networks connected to or accessible through the Site or any affiliated or linked sites.
- Transmit unsolicited or bulk communications to any 360Limo account holder or to any 360Limo.com or affiliated e-mail address.
- Post or otherwise submit any software, programs or files that are harmful or disruptive of another's equipment, software or other property, including any corrupted files, time bombs, Trojan horses, viruses and worms.
- Create a false identity for the purpose of misleading others.
- Download any Materials posted by another that you know, or reasonably should know, cannot be legally reproduced, distributed, performed or displayed in such manner.
- Disrupt, interfere or inhibit any other user from using and enjoying the Site or other affiliated or linked sites, Materials or Services.
- Breach any guidelines or other codes of conduct applicable to a particular Service or Materials.
- Access or use the Site in any manner that could damage, disable, overburden or impair any 360Limo server or the network(s) connected to any 360Limo server.
- Violate any applicable laws or regulations related to the access to or use of the Site, or engage in any activity prohibited by the Terms of Use.
- Prepare, compile, use, download or otherwise copy any Site user directory or other user or usage information or any portion thereof, or transmit, provide or otherwise distribute (whether or not for a fee) such directory or information to any third party.
- Violate the rights of 360Limo or any third party (including rights of privacy and publicity) or abuse, defame, harass, stalk or threaten another.
- Use any 360Limo domain name as a pseudonymous return e-mail address.
- Market any goods or services for any business purpose (including advertising and making offers to buy or sell goods or services), unless specifically allowed to do so by 360Limo.

## **USE OF SOFTWARE**

Materials encompassing any software code, including programs, tools, utilities, files and otherwise, and accompanying documentation that are made accessible via the Site (collectively, "Software") are the copyrighted and patented work of 360Limo or its suppliers. **Any unauthorized use, copying or distribution of the Software is expressly prohibited by law, and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible.**

## **RESTRICTION AND TERMINATION OF USE**

360Limo may block, restrict, disable, suspend or terminate your access to all or part of the Site, Services and Materials at any time in 360Limo's sole discretion, without prior notice or liability to you.

## **LINKS TO THIRD PARTY SITES**

The Site, Services or Materials may include links that will take you to other sites outside of the Site ("Linked Sites"). The Linked Sites are provided by 360Limo to you as a convenience and the inclusion of the links do not imply any endorsement by 360Limo of any Linked Site. 360Limo has no control of the Linked Sites and you therefore acknowledge and agree that 360Limo is not responsible for the contents of any Linked Site, any link contained in a Linked Site or any changes or updates to a Linked Site. You further acknowledge and agree that 360Limo is not responsible for any form of transmission received from any Linked Site.

## **WARRANTIES AND DISCLAIMERS**

THE SITE, SERVICES AND MATERIALS, ARE PROVIDED BY 360LIMO UNDER THESE TERMS OF USE "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, 360LIMO MAKES NO WARRANTY THAT (i) THE SITE, SERVICES OR MATERIALS WILL MEET YOUR REQUIREMENTS; (ii) THE SITE, SERVICES OR MATERIALS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE, SERVICES OR MATERIALS WILL BE EFFECTIVE, ACCURATE, OR RELIABLE; (iv) THE QUALITY OF THE SITE OR ANY SERVICES OR MATERIALS PURCHASED OR ACCESSIBLE BY YOU WILL MEET YOUR EXPECTATIONS; AND (v) ANY ERRORS OR DEFECTS IN THE SITE, SERVICES OR MATERIALS WILL BE CORRECTED.

THIS SITE, SERVICES AND MATERIALS MAY INCLUDE TECHNICAL OR OTHER MISTAKES, INACCURACIES, OR TYPOGRAPHICAL ERRORS. 360LIMO MAY MAKE CHANGES TO THE SITE, MATERIALS AND SERVICES, INCLUDING THE PRICES AND DESCRIPTIONS OF ANY SOFTWARE OR PRODUCTS LISTED, AT ANY TIME IN ITS SOLE DISCRETION AND WITHOUT NOTICE. THE SITE, MATERIALS AND SERVICES MAY BE OUT OF DATE, AND 360LIMO MAKES NO COMMITMENT TO UPDATE THE SITE, MATERIALS AND SERVICES.

YOU ACKNOWLEDGE AND AGREE THAT: (i) 360LIMO DOES NOT CONTROL, ENDORSE, OR ACCEPT RESPONSIBILITY FOR ANY MATERIALS OR SERVICES OFFERED BY THIRD PARTIES, INCLUDING THIRD-PARTY VENDORS AND THIRD PARTIES ACCESSIBLE THROUGH LINKED SITES; (ii) 360LIMO MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER

ABOUT ANY SUCH THIRD PARTIES, THEIR MATERIALS OR SERVICES; (iii) ANY DEALINGS YOU MAY HAVE WITH SUCH THIRD PARTIES ARE AT YOUR OWN RISK; AND (iv) 360LIMO SHALL NOT BE LIABLE OR RESPONSIBLE FOR ANY MATERIALS OR SERVICES OFFERED BY THIRD PARTIES.

360LIMO DOES NOT CONTROL OR ENDORSE THE MATERIALS FOUND IN ANY SERVICES AND SPECIFICALLY DISCLAIMS ANY LIABILITY WITH REGARD TO THE SITE, SERVICES AND ANY ACTIONS RESULTING FROM YOUR USE OF THE SITE AND MATERIALS AND PARTICIPATION IN ANY SERVICES. MANAGERS, HOSTS, PARTICIPANTS AND OTHER THIRD PARTIES ARE NOT AUTHORIZED 360LIMO SPOKESPERSONS, AND THEIR VIEWS DO NOT NECESSARILY REFLECT THOSE OF 360LIMO. TO THE MAXIMUM EXTENT PERMITTED BY LAW, 360LIMO WILL HAVE NO LIABILITY RELATED TO USER MATERIALS ARISING UNDER INTELLECTUAL PROPERTY RIGHTS, LIBEL, PRIVACY, PUBLICITY, OBSCENITY OR OTHER LAWS. 360LIMO ALSO DISCLAIMS ALL LIABILITY WITH RESPECT TO THE MISUSE, LOSS, MODIFICATION OR UNAVAILABILITY OF ANY USER MATERIALS.

THE USE OF THE SITE, SERVICES OR THE DOWNLOADING OR OTHER USE OF ANY MATERIALS IS DONE AT YOUR OWN DISCRETION AND RISK AND WITH YOUR AGREEMENT THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, LOSS OF DATA OR OTHER HARM THAT RESULTS FROM SUCH ACTIVITIES. 360LIMO ASSUMES NO LIABILITY FOR ANY COMPUTER VIRUS OR OTHER SIMILAR SOFTWARE CODE THAT IS DOWNLOADED TO YOUR COMPUTER FROM THE SITE OR IN CONNECTION WITH ANY SERVICES OR MATERIALS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM 360LIMO OR VIA THE SITE, SERVICES OR MATERIALS SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS OF USE. 360LIMO WILL NOT BE LIABLE FOR ANY LOSS THAT YOU MAY INCUR AS A RESULT OF SOMEONE ELSE USING YOUR PASSWORD OR ACCOUNT WITH RESPECT TO THE SITE OR ANY SERVICES OR MATERIALS, EITHER WITH OR WITHOUT YOUR KNOWLEDGE.

SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. TO THE EXTENT PERMISSIBLE, ANY IMPLIED WARRANTIES ARE LIMITED TO NINETY (90) DAYS.

## **PERSONAL INFORMATION AND PRIVACY**

360Limo will use and protect your data, such as your name and address, in accordance with the 360Limo [Online Privacy Policy](#), the contents of which are incorporated by reference into the Terms of Use. Please be aware that your browser must be enabled to

accept cookies in order for you to use certain Materials and Services or to purchase from the 360Limo online store.

## **LIMITATION OF LIABILITY**

IN NO EVENT SHALL 360LIMO, ITS OFFICERS, DIRECTORS, EMPLOYEES, PARTNERS OR SUPPLIERS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR LOSSES OF ANY KIND, OR ANY DAMAGES OR LOSSES WHATSOEVER, INCLUDING THOSE RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER OR NOT FORESEEABLE OR IF 360LIMO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES, AND ON ANY THEORY OF LIABILITY, INCLUDING BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR OTHER TORTIOUS ACTION, OR ANY OTHER CLAIM ARISING OUT OF OR IN CONNECTION WITH: (1) THE ACCESS OR USE OF OR THE INABILITY TO ACCESS OR USE THE SITE, SERVICES, OR MATERIALS; (2) THE STATEMENTS OR ACTIONS OF ANY THIRD PARTY ON OR VIA THE SITE, SERVICES OR MATERIALS; (3) ANY DEALINGS WITH VENDORS OR OTHER THIRD PARTIES; (4) ANY UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS, USER MATERIALS OR OTHER DATA; (5) ANY INFORMATION THAT IS SENT OR RECEIVED OR NOT SENT OR RECEIVED; (6) ANY FAILURE TO STORE OR LOSS OF DATA, FILES, MATERIALS OR OTHER CONTENT; (7) ANY SERVICES AVAILABLE THAT ARE DELAYED OR INTERRUPTED; (8) ANY WEB SITE REFERENCED OR LINKED TO FROM THIS SITE; OR (9) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE ANY LINKED SITE. SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. ACCORDINGLY, THE LIMITATIONS AND EXCLUSIONS SET FORTH ABOVE MAY NOT APPLY TO YOU.

## **INDEMNITY AND LIABILITY**

You agree to indemnify and hold 360Limo and its officers, co-branders, other partners and employees harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of: (a) your User Materials and any other content (e.g. computer viruses) that you may submit, post to or transmit through the Site (including a third party's use of such User Materials or content (e.g. reliance on the accuracy, completeness or usefulness of your User Materials)); (b) your access to or use of the Site, Services or Materials (including any use by your employees, contractors or agents and all uses of your account numbers, user names and passwords, whether or not actually or expressly authorized by you, in connection with the Site or any Services or Materials); (c) your connection to the Site, Services or Materials; (d) your violation of the Terms of Use; (e) your infringement of any third party's Intellectual Property Rights when using any of the Software made available on the Site, Services or in any Materials;

(f) your violation of any rights of any third party; (g) your access to or use of Linked Sites and your connections thereto.

## **GOVERNING LAW AND JURISDICTION**

This Site (excluding linked sites) is controlled by 360Limo, Inc. from its offices within the state of Texas, United States of America. By accessing this Site, you agree that all matters relating to your access to, or use of, this Site shall be governed by the statutes and laws of the State of Texas, without regard to the conflicts of laws principles thereof.

## **GENERAL**

The Terms of Use and other rules, guidelines, licenses and disclaimers posted via the Site or in connection with the Materials and Services constitute the entire agreement between 360Limo and you with respect to your access to or use of the Site, Materials and Services superseding any prior agreements between you and 360Limo on such subject matter (including any prior versions of the Terms of Use). Notwithstanding the foregoing, to the extent that any terms set forth in the Terms of Use expressly contradict any terms of a written agreement between you and 360Limo regarding the use of specific Services or Materials (including Service-specific terms of use and Software-specific licenses) ("Executed Agreement"), such contradictory terms set forth in the Executed Agreement shall govern. You may also be subject to additional terms and conditions that may apply when you use other 360Limo services, third party content or third party software. You may not assign or otherwise transfer the Terms of Use nor any right granted hereunder without 360Limo's prior written consent. If for any reason a court of competent jurisdiction finds any provision of the Terms of Use, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties as reflected by that provision, and the remainder of the Terms of Use shall continue in full force and effect. Any failure by 360Limo to enforce or exercise any provision of the Terms of Use or related right shall not constitute a waiver of that right or provision. The section titles used in the Terms of Use are purely for convenience and carry with them no legal or contractual effect.