

VELOCOMP LLC TERMS OF SERVICE

Last Updated on May 13, 2020

PLEASE READ THESE TERMS OF USE CAREFULLY. BY ACCESSING OR USING OUR WEBSITE OR OTHERWISE INTERACTING WITH US, YOU AGREE TO BE BOUND BY THESE TERMS OF USE AND ALL TERMS INCORPORATED BY REFERENCE. PLEASE NOTE THAT SECTION 13 CONTAINS A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER, WHICH AFFECT YOUR LEGAL RIGHTS. IF YOU DO NOT AGREE TO THESE TERMS OF USE, DO NOT ACCESS OR USE OUR WEBSITE OR OTHERWISE INTERACT WITH US.

These Terms of Use ("**Terms**") govern your access to, and use of, the websites (collectively, the "Site") that are owned or operated by Velocomp LLC ("**Velocomp**" & "**we**" or "**us**"), a company headquartered at 7803 SW Ellipse Way, #B13, Stuart FL 34997. These Terms do not alter in any way the terms or conditions of any other agreement you may have with Velocomp for products, services or otherwise. If you are using the Site on behalf of an entity, you represent and warrant that you are authorized to accept these Terms on such entity's behalf, and that such entity agrees to be responsible to Velocomp if you violate these Terms.

Velocomp reserves the right to change or modify these Terms at any time and in our sole discretion. If Velocomp makes any changes to these Terms, we will provide notice of such changes, such as by updating the "Last Updated" date at the top of these Terms. Your continued use of the Site will confirm your acceptance of the revised Terms. We encourage you to frequently review our Terms to ensure that you understand the terms and conditions that apply to your access to and use of the Site. If you do not agree to any amended Terms, you must immediately stop using the Site.

Enforcement of these Terms is solely in Velocomp's discretion, and the absence of enforcement of these Terms in some instances does not constitute a waiver of Velocomp's right to enforce these Terms in other instances. Any use of the Site in violation of these Terms may result in, among other things, termination or suspension of your right to use the Site.

1. Privacy Policy

Please refer to our Privacy Policy for information about how Velocomp collects, uses and discloses information about our users.

2. Eligibility

The Site are not targeted towards, nor intended for use by, anyone under the age of 13. By accessing or using the Site, you represent and warrant that you (a) are 13 years of age or older; (b) have not been previously suspended or terminated from the Site; and (c) have full power and authority to enter into this agreement and that, in doing so, you will not violate any other agreements to which you are a party.

3. Copyright and Limited License

Unless otherwise indicated on the Site or by Velocomp, the Site and all content and other materials therein, including, without limitation, the Velocomp logo and all designs, text, graphics, pictures, information, data, software, video and audio files, other files and the selection and arrangement thereof (collectively, "Site Materials") are the proprietary property of Velocomp or our licensors and are protected by U.S. and international copyright laws.

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conferring any license to intellectual property rights, whether by estoppel, implication or otherwise. This license is revocable at any time.

Notwithstanding anything to the contrary in these Terms, the Site and Site Materials may include software components provided by Velocomp or a third party that are subject to separate license terms, in which case those license terms will govern such software components.

4. Trademarks

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5. Hyperlinks

You may not use any of our logos or other proprietary graphics of Velocomp to link to the Site without our express written permission. Further, you may not use, frame or utilize framing techniques to enclose any Velocomp trademark, logo or other proprietary information, including the images found at the Site, the content of any text or the layout/design of any page or form contained on a page on the Site without our express written consent.

Velocomp makes no claim or representation regarding, and accepts no responsibility for, the quality, content, nature or reliability of third-party websites accessible by hyperlink from the Site, or website linking to the Site. Such Site are

not under the control of Velocomp, and Velocomp is not responsible for the contents of any linked site, any link contained in a linked site, or any review, changes or updates to such Site. Velocomp provides these links to you only as a convenience, and the inclusion of any link does not imply affiliation, endorsement or adoption by Velocomp of any site or any information contained therein. When you leave the Site, you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering and protection practices, of any site to which you navigate from the Site.

6. Third-Party Content

Velocomp may provide third-party content on the Site and may provide links to web pages and content of third parties (collectively, "Third-Party Content") as a service to those interested in this information. Velocomp does not control, endorse or adopt any Third-Party Content and makes no representation or warranties of any kind regarding the Third-Party Content, including without limitation regarding its accuracy or completeness. You acknowledge and agree that, to the maximum extent permitted by applicable law, Velocomp is not responsible or liable in any manner for any Third-Party Content and undertakes no responsibility to update or review any Third- Party Content.

7. Advertisements and Promotions; Third-Party Products, Site and Promotions

Velocomp may display advertisements and promotions from third parties on the Site or may otherwise provide information about or links to third-party products or services on the Site. Your business dealings or correspondence with, or participation in promotions of, such third parties, and any terms, conditions, warranties or representations associated with such dealings or promotions, are solely between you and such third party. Velocomp is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or promotions or as the result of the presence of third-party information on the Site.

8. Acceptable Use of the Site

You agree that your access to and use of the Site will not violate any law, contract, intellectual property or other third-party rights or constitute a tort, and that you are solely responsible for your conduct while on the Site. You further agree that you will abide by these Terms and will not:

- Use the Site in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Site, or that could damage, disable, overburden or impair the functioning of the Site in any manner;
- Send any unsolicited or unauthorized advertising, solicitations, promotional materials, spam, junk mail, chain letters or pyramid schemes, or harvest or collect the email addresses or other contact information of other users from the Site for the purpose of sending spam or other commercial messages;
- Use any robot, spider, crawler, scraper or other automated means or interface not provided by us to access the Site or to extract data;
- Submit or otherwise transmit any viruses, worms, Trojan horses, defects or other items that may disrupt, harm, destroy or take control of all or any part of the Site;
- Reverse engineer any aspect of the Site or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any area, content or code of the Site (except as otherwise expressly permitted by law);
- Attempt to circumvent any content filtering techniques we employ, or attempt to access any service or area of the Site that you are not authorized to access;
- Attempt to indicate in any manner that you have a relationship with us or that we have endorsed you or any products or services for any purpose;
- Engage in any harassing, intimidating, predatory or stalking conduct;
- Develop any third-party applications that interact with the Site without our prior written consent; or
- Use the Site for any illegal or unauthorized purpose or engage in, encourage or promote any activity that violates these Terms.

9. Feedback

You may submit questions, comments, suggestions, ideas, plans, notes, drawings, original or creative materials or other information or materials about Velocomp and the Site (collectively, "Feedback"). Feedback, whether submitted through the Site or otherwise, is non-confidential and shall become the sole property of Velocomp. Velocomp shall

own exclusive rights, including all intellectual property rights, in and to such Feedback and shall be entitled to the unrestricted use and dissemination of this Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

10. Indemnification

You agree to defend, indemnify and hold harmless Velocomp and our partners, independent contractors, service providers and consultants and our respective directors, officers, employees and agents (individually and collectively, the "Velocomp Parties"), from and against any claims, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or related to: (a) your use of the Site; (b) any Feedback you provide; (c) your violation of these Terms; and (d) your violation of the rights of another.

11. Disclaimers

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SITE AND SITE MATERIALS ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN A WRITING BY VELOCOMP. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, VELOCOMP DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS TO THE SITE AND SITE MATERIALS. VELOCOMP DOES NOT REPRESENT OR WARRANT THAT THE SITE OR SITE MATERIALS ARE ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE. WHILE VELOCOMP ATTEMPTS TO MAKE YOUR ACCESS TO AND USE OF THE SITE SAFE, VELOCOMP CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE SITE OR ITS SERVER(S) ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; THEREFORE, YOU SHOULD USE INDUSTRY-RECOGNIZED SOFTWARE TO DETECT AND DISINFECT VIRUSES FROM ANY DOWNLOAD.

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affiliation therewith, by Velocomp. Some jurisdictions do not allow the disclaimer of implied terms in contracts with consumers, so some or all of the disclaimers in this section may not apply to you.

12. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL VELOCOMP OR THE VELOCOMP PARTIES, BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF OR INABILITY TO USE THE SITE OR SITE MATERIALS, INCLUDING WITHOUT LIMITATION ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE ON ANY INFORMATION OBTAINED FROM VELOCOMP, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO VELOCOMP'S RECORDS, PROGRAMS OR SERVICES. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF VELOCOMP, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING TO THE USE OF OR INABILITY TO USE THE SITE EXCEED ONE HUNDRED U.S. DOLLARS (\$100). NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS, NOTHING IN THESE TERMS EXCLUDES OR LIMITS OUR LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE OR FOR FRAUD.

13. Dispute Resolution; Arbitration

PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH VELOCOMP AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.

13.1. Binding Arbitration

Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, "Disputes") arising out of or related to a violation of Section 8 or Disputes in which either party seeks to bring an individual action in small claims court or seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, you and Velocomp agree (a) to waive your and Velocomp's respective rights to have any and all Disputes arising from or related to these Terms or the Site resolved in a court, and (b) to waive your and Velocomp's respective rights to a jury trial. Instead, you and Velocomp agree to arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court).

13.2. No Class Arbitrations, Class Actions or Representative Actions

You and Velocomp agree that any Dispute arising out of or related to these Terms or the Site is personal to you and Velocomp and that such Dispute will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. You and Velocomp agree that there will be no class arbitration or arbitration in which an individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, you and Velocomp agree that a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

13.3. Federal Arbitration Act

You and Velocomp agree that these Terms affect interstate commerce and that the enforceability of this Section 13 shall be both substantively and procedurally governed by and construed and enforced in accordance with the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (the "FAA"), to the maximum extent permitted by applicable law.

13.4. Notice; Informal Dispute Resolution

You and Velocomp agree that each party will notify the other party in writing of any arbitrable or small claims Dispute within thirty (30) days of the date it arises, so that the parties can attempt in good faith to resolve the Dispute

informally. Notice to Velocomp shall be sent by certified mail or courier to Velocomp LLC, 7803 SW Ellipse Way, #B13, Stuart FL 34997. Your notice must include (a) your name, postal address, email address and telephone number, (b) a description in reasonable detail of the nature or basis of the Dispute, and (c) the specific relief that you are seeking. If you and Velocomp cannot agree how to resolve the Dispute within thirty (30) days after the date notice is received by the applicable party, then either you or Velocomp may, as appropriate and in accordance with this Section 13, commence an arbitration proceeding or, to the extent specifically provided for in Section 13.1, file a claim in court.

13.5. Process

You and Velocomp agree that (a) any arbitration will occur in Palm Beach County, Florida, (b) arbitration will be conducted confidentially by a single arbitrator in accordance with the rules of the Judicial Arbitration and Mediation Services ("JAMS"), which are hereby incorporated by reference, and (c) that the state and federal courts located in Palm Beach County, Florida have exclusive jurisdiction over any appeals and the enforcement of an arbitration award. You may also litigate a Dispute in the small claims court located in the county where you reside if the Dispute meets the requirements to be heard in small claims court.

13.6. Authority of Arbitrator

As limited by the FAA, these Terms and the applicable JAMS rules, the arbitrator will have (a) the exclusive authority and jurisdiction to make all procedural and substantive decisions regarding a Dispute, including the determination of whether a Dispute is arbitrable, and (b) the authority to grant any remedy that would otherwise be available in court; provided, however, that the arbitrator does not have the authority to conduct a class arbitration or a representative action, which is prohibited by these Terms. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual's claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.

13.7. Rules of JAMS

The rules of JAMS and additional information about JAMS are available on the JAMS website. By agreeing to be bound by these Terms, you either (a) acknowledge and agree that you have read and understand the rules of JAMS, or (b) waive your opportunity to read the rules of JAMS and any claim that the rules of JAMS are unfair or should not apply for any reason.

13.8. Severability

If any term, clause or provision of this Section 13 is held invalid or unenforceable, it will be so held to the minimum extent required by law, and all other terms, clauses and provisions of this Section 13 will remain valid and enforceable. Further, the waivers set forth in Section 13.2 are severable from the other provisions of these Terms and will remain valid and enforceable, except as prohibited by applicable law.

14. Governing Law and Venue

These Terms and your access to and use of the Site shall be governed by and construed and enforced in accordance with the laws of the State of Florida, without regard to conflict of law rules or principles (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. Any Dispute between the parties that is not subject to arbitration or cannot be heard in small claims court, shall be resolved in the state or federal courts located in Palm Beach County, Florida.

15. Modifications to the Site

Velocomp reserves the right to modify or discontinue, temporarily or permanently, the Site or any content, features or portions thereof at any time without prior notice and without obligation or liability to you. You agree that Velocomp will not be liable for any modification, suspension or discontinuance of the Site or any part thereof.

16. Termination

Notwithstanding any of these Terms, Velocomp reserves the right, without notice and in our sole discretion, to terminate your right to use the Site, or any portion of thereof, and to block or prevent your future access to and use of the Site or any portion thereof.

17. Severability

If any provision of these Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

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