

Terms and Conditions

You must read these terms and conditions (“Terms and Conditions”) and all other Policies (as defined below) before using our Services or our Website. By using our Website or our Services, you agree to these Terms and Conditions and all Policies.

1. DEFINITIONS & INTERPRETATION

Definitions

In these Terms and Conditions unless inconsistent with the context or subject matter:

“Customer” means a person who uses our Services;

“Fee” means the fee charged by us for our Services;

“Intellectual Property” means all intellectual property rights, including without limitation inventions, patents, copyright, including copyright in the Website and Services, rights in circuit layouts, designs, trade marks, know-how, processes, concepts, the system or operations developed by us and any application or right to apply for registration of any of the these rights throughout the world whether registered or unregistered;

“Loss” means any loss, liability, cost, charge, expense, tax or damage of any nature whatsoever, including lost profits, loss of goodwill, loss of business, loss of production and any other special, incidental, exemplary, compensatory or consequential damages, losses, expenses, or lost or stolen programs or other data (howsoever arising or caused, including, without limitation, negligence);

“Monthly Retainer Program” means the monthly retainer program we may offer from time to time as part of our Services (though we are under no obligation to do so);

“our”, “us” and “we” means the Provider;

“Policy” means any policy of the Provider in place from time to time including without limitation any policy relating to privacy and refunds;

“Privacy Policy” means our privacy policy available on the Website;

“Provider” means Inproso Corp;

“Services” means any services provided by us, including without limitation the car tuning, truck tuning, tractor tuning, marine tuning, mobile tuning services, the Monthly Retainer Program and the provision of the Website;

“User” means any person who uses the Website for any purpose whatsoever;

“Website” means www.inprosotuning.com;

“you” and “your” means a Customer or a User as the case may be.

Interpretation

In these Terms and Conditions, unless inconsistent with the context or subject matter:

a reference to a person includes any other legal entity;

a reference to a legal entity includes a person;

words importing the singular number include the plural number;

words importing the plural number include the singular number;

the masculine gender must be read as also importing the feminine or neuter gender;

a reference to a party includes the party's heirs, executors, successors and permitted assigns;

headings are for reference purposes only and must not be used in interpretation, with the exception of where a subheading of Customer, User and/or Provider is used, in which case clauses under that subheading relate to the party referred to in the subheading;

where any word or phrase is given a defined meaning any other part of speech or other grammatical form concerning the word or phrase has a corresponding meaning;

a reference to a statute includes all regulations and subordinate legislation and amendments;

references to writing include any mode of representing or reproducing words in tangible and permanently visible form, and includes e-mail and fax;

a reference to a monetary amount is a reference to a United States of America currency amount;

an obligation of two or more parties binds them jointly and each of them severally;

an obligation incurred in favour of two or more parties is enforceable by them severally;

references to time are to local time in Seattle, Washington;

where time is to be reckoned from a day or event, the day or the day of the event must be excluded;

a reference to a business day means any day on which trading banks are open for business in Seattle, Washington;

if any time period specified in this agreement expires on a day which is not a business day, the period shall expire at the end of the next business day;

a reference to a month means a calendar month; and

a reference to data includes metadata.

2. SERVICES

We provide the Services listed on the Website or as otherwise advised by us.

Should you require Services other than those Services listed on our Website, for example the Monthly Retainer Program, please send us an online enquiry or email us at support@inprosocorp.com.

3. FEES

A quotation of the Fee payable for the Services can be obtained by contacting us.

Subject to clause 3.3, if you wish to use our Services, you must pay to us the Fee for those Services upfront at the time of purchasing the Services.

If you opt to purchase a Monthly Retainer Program, you must pay us the Fee for that Service monthly in advance on the terms notified by us. Your Monthly Retainer Program will continue

to automatically renew each month until you terminate it in accordance with these Terms and Conditions. If you provide us with your credit card or other bank account details, you authorise us to direct debit your account for the Fee for the Monthly Retainer Service.

The Fee referred to in clause 3.1 will be binding on us provided that you accept in writing our quotation within seven (7) days, subject to the circumstances in which the Fee was quoted not changing (as determined by us in our discretion)

Our Fees are subject to change without notice.

Depending on your method of payment, additional fees may be payable by you at the same time as payment of the Fee.

To the extent permitted by law, any amount paid to us by you is non-refundable.

4. BREACH

Without limiting other remedies available to Provider at law, in equity or under these Terms and Conditions or any other Policy or otherwise, we may, in our sole discretion, immediately issue a warning, temporarily suspend, indefinitely suspend or terminate the provision of the Services to you if:

you breach these Terms and Conditions or any Policy or the terms and policies those documents incorporate by reference; or

we believe that your actions may cause legal liability for us or other Customers; or

in our sole opinion, your conduct, acts or omissions threaten, interfere or impact upon the integrity or credibility of our Services or us; or

we suspect that you (by conviction, settlement, insurance or escrow investigation, or otherwise in our sole discretion) have engaged in fraudulent or deceptive activity.

5. NO WARRANTY AND DISCLAIMERS

We provide our Services on an "as is" basis and without any warranties, representations, or conditions of any kind, whether express, implied or statutory, to the extent permitted by law. To the extent permitted by law, we specifically disclaim any implied warranties including in relation to title, merchantability, fitness for a particular purpose and non-infringement.

You warrant that you have not relied upon any representations, warranties or conditions offered or made by or on behalf of the Services except to the extent expressly set out in these Terms and Conditions. You also warrant that you have disclosed to us all material information concerning your vehicle the subject of our Services.

6. LIABILITY

In no event shall the Provider or its related entities, officers, directors, employees agents, contractors or suppliers be liable for any Loss arising out of or in connection with our Services, even if we or our employees or representatives are advised of the possibility or likelihood of such Loss.

Without prejudice to clause 7 and notwithstanding any other provision of these Terms and Conditions and except to the extent permitted by law:

our total liability arising out of or in connection with these Terms and Conditions, and the liability of our suppliers, to you or any third parties in any circumstance is limited per event to the amount of \$10.00; and

the Provider shall not be liable for any Loss, including loss of contract, loss of profit or revenue, contractual claims of third parties, economic loss, loss of production, business interruption, loss of data, production stoppage, or consequential or indirect loss or damage.

The limitation and exclusion of liability in this clause applies whether the liability claim is based on breach of contract, under a warranty or an indemnity, tort (including negligence), under statute, in equity or otherwise.

Notwithstanding any other term in these Terms and Conditions, nothing in these Terms and Conditions is intended to limit or exclude any liability on the part of Provider or its related entities, officers, directors, employees, agents, contractors or suppliers where and to the extent that any applicable law prohibits such exclusion or limitation.

7. INDEMNITY

You agree to indemnify and hold us and our related entities, officers, directors, agents, employees, contractors and suppliers harmless from and against any actions, claims, demands, proceedings, Loss of every kind and nature, known and unknown, including legal fees (on a solicitor and own client basis) and claims made by third parties, due to or arising out of your breach of these Terms and Conditions or any Policy or the terms and policies they incorporate by reference, or your violation of any law or the rights of a third party, or otherwise in arising in connection with the Services. For the avoidance of doubt you agree to indemnify us in respect of any legal fees (on a solicitor and own client basis) or other fees incurred by us recovering non-payment of the Fee or any other amount owed by you to us.

8. INTELLECTUAL PROPERTY

You acknowledge and agree that:

the Provider owns the Intellectual Property and no right, title or interest in any of the Intellectual Property is transferred or granted to you;

you will not copy, reproduce, distribute to any third party, alter, modify, create derivative works, or publicly display any of our Intellectual Property (including without limitation our Services) without our prior written consent.

You agree that:

any intellectual property rights created, formulated or discovered by you through the use or access of our Services will be the sole and exclusive property of the Provider;

you will promptly sign all documents and do all things necessary to register, vest or transfer any interest or ownership in the intellectual property rights created hereunder to the Provider.

8.1 You acknowledge and agree that we will suffer significant Loss in the event you use our Intellectual Property in breach of this clause 8. In the event of breach of this clause 8, we will estimate the extent of the Loss suffered by us which shall be recoverable by us immediately on demand as a debt due and owing, despite any pending litigation.

9. ACCESS

Your use of the Website is by non-exclusive licence granted by the Provider strictly in accordance with these Terms and Conditions.

You acknowledge and agree with the Provider that you will not, as a result of being granted a non-exclusive licence, acquire any rights (including without limitation Intellectual property rights) in the Website other than the non-exclusive rights granted in accordance with these Terms and Conditions.

The Website is available only to, and may only be used by, individuals who can form legally binding contracts under their applicable law.

In order to use this Website and some of our Services, you require the equipment and connections necessary to access the World Wide Web. Without limitation, you are responsible for:

the provision of any such connection or access to the World Wide Web;

the payment of any fees associated with such connection or access (such as those charged by an internet service provider or other online service); and

the provision of all equipment necessary for you to make any such connection to the World Wide Web, including a computer and a modem.

10. SYSTEM INTEGRITY & USER CONDUCT

You acknowledge and agree that you must not:

use the Website for any purpose other than the purpose for which it was designed and intended;

commit or permit any act which may interfere with the use of the Website by any other user;

tamper with, hinder the operation of or make unauthorised modifications to the Website or any part thereof;

damage or modify the Website or any part thereof;

reverse engineer, decompile or disassemble the Website or any part thereof; or

copy, republish, frame, download, transmit, rent, lease, loan, sell, distribute, licence or sublicense the Website or any part thereof.

You must not without prior written consent of the Provider which shall be given, given with conditions or withheld at the Provider's absolute discretion affix or otherwise display your name or logo on the content of the Website or any other website in a way that suggests a direct or indirect association with the Provider and/or the Website.

11. LINKS & ADVERTISING

This Website may contain links to third party websites. Those websites are not under the control of the Provider and the Provider is not responsible for the content of the links contained in those websites or any webcasting or other transmission received from any such websites.

Neither the Provider nor its officers, directors, employees, agents, or related entities recommend or endorse the content of any third party websites which may be linked to or from the Website, our Services or the services of any third party organisations mentioned or described on the Website. You acknowledge that you enter any third party websites at your own risk.

The Website may contain advertisements for third parties' goods and/or services. The third party advertisers are responsible for the accuracy of all representations made in those advertisements. Neither the Provider nor its officers, directors, employees, agents or related bodies corporate recommend or endorse the goods or services that may be advertised on the Website, nor do they offer the goods or services for sale or make any other representation whatsoever about them. If you choose to order services advertised by a third party on the Website, you do so at your own risk.

You must not link the Website from any other website not owned or operated by the Provider without the prior written consent from the Provider.

12. CANCELLATION

We reserve the right to cancel provision of the Services, including the use of any Services by you, in our discretion.

In the event you wish to cancel a Monthly Retainer Program purchased by you, you may do so at any time however we are unable to provide you with any credit for any unused portion of the Services during a month. You must cancel your Monthly Retainer Program before it renews each billing period in accordance with clause 3.3 in order to avoid billing of the following month's Fee.

13. PRIVACY

We are committed to protecting your privacy and our Privacy Policy outlines how we attempt to protect your privacy.

14. CONFIDENTIALITY

You acknowledge and agree that the Services we provide to you and the terms on which such Services are provided is our confidential information ("Confidential Information").

You must at all times:

treat and keep the Confidential Information confidential;

not use, or allow the use, of the Confidential Information by any third party;

not disclose or allow the disclosure, of the Confidential Information or the fact of the disclosure of the Confidential Information to any third party.

In the event of a breach or threatened breach of the terms of this clause 14 by the you, we will be entitled to an injunction restraining you from committing any breach of this clause 14 without showing or proving actual damage sustained or likely to be sustained by us.

You:

acknowledge that we will suffer loss and damage if you breach any of the covenants in this clause 14; and

must compensate us for any such loss or damage, including without limitation any loss of reputation or embarrassment to us.

We will not have any liability whatsoever to you or any other person, directly or indirectly, arising out of the provision of the Confidential Information.

15. MISCELLANEOUS

Use of our Services is done so at your own risk.

We may update these Terms and Conditions from time to time, with the latest version to be featured on our Website. Your continued use of our Services following an update to our Terms and Conditions indicates your acceptance of the same.

By using our Services, you authorise us to contact you whether by electronic or other means in our discretion in relation to our Services and any marketing or promotional matters. You consent to receive communications from us electronically, which will allow us to communicate

with you via e-mail or by posting notices on the Website. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically, satisfy any and all legal requirement that such communications be in writing.

You authorise us to use any information provided to us by you for any purpose in our sole discretion, including for the avoidance of doubt marketing or promotional purposes.

These Terms and Conditions are governed by the laws of Seattle, the United States of America and the parties submit to the jurisdiction of the Courts of Seattle, the United States of America.

These Terms and Conditions shall be for the benefit of and binding upon the parties and their heirs, executors, successors and permitted assigns.

If a clause of these Terms and Conditions are void or unenforceable it must be severed from these Terms and Conditions and the clauses that are not void or unenforceable are unaffected by the severance.

You agree that these Terms and Conditions may be assigned by Provider, in our sole discretion, to Related Entities or third parties. You may not assign these Terms and Conditions without Provider's express prior written consent.

Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.

Provider's failure to act with respect to a breach by you or others does not constitute a waiver of that breach or waive our right to act with respect to that breach or subsequent or similar breaches.

You agree that these Terms and Conditions may not be construed adversely against us solely because we prepared them.

These Terms and Conditions and the Policies comprise the entire understanding and agreement between you and us with respect to the subject matter hereof and any oral or other written agreements between the parties that are inconsistent with these Terms and Conditions and the Policies shall be negated.

Nothing in these Terms and Conditions establishes or creates a joint venture, partnership, consortium, franchise, employment or agency relationship between the parties including in particular between the Provider and Customers.

Any provision capable of surviving termination of these Terms and Conditions shall survive any termination or expiration of these Terms and Conditions.

Should a dispute arise in connection with these Terms and Conditions which cannot be resolved by good faith negotiations between us and you, Provider may at its sole discretion refer the dispute to mediation or to arbitration. At all times we reserve the right to instigate legal proceedings prior to negotiation, arbitration or mediation against any person including any individual or entity (incorporated or otherwise), who in our opinion has acted in breach of these Terms and Conditions.

Signature of User

Signed by User

Name of User

Dated

Return signed copy to: support@inprosocorp.com