

## **VINwiki Terms of Service and End User License Agreement (EULA)**

*Last Modified: May 24, 2016*

VINwiki, Inc. ("VINwiki"). These terms and conditions (the "Terms of Service") govern your access to and use of this website and any other websites or mobile applications that link to or reference these Terms of Service (the "Site"), including any access or use to the Site's products or services (the "Services"). By accessing or using the Site, you are agreeing to these Terms of Service and concluding a legally binding contract with VINwiki. Do not access or use the Site or Services if you are unwilling or unable to be bound by the Terms of Service.

### **1. CUSTOMER DATA AND PASSWORD**

All information that you provide to VINwiki must be accurate, including your name, email address, physical address and any payment information ("Customer Data"). You are responsible for keeping such information up-to-date and must provide changes promptly to VINwiki. You agree to keep confidential your account login and password and are solely responsible for any liability or damages resulting from your failure to maintain that confidentiality. You are also solely and fully responsible and liable for all activities that occur under your account. You agree to immediately notify VINwiki if you suspect any breach of security such as loss, theft, or unauthorized disclosure or use of your account or password.

### **2. TRANSMISSION OF PERSONAL DATA**

You acknowledge and agree that by providing VINwiki with any personal information through the Site for the purpose of registering on the Site, or receiving or purchasing Services, you consent to VINwiki sharing that information with its affiliates and Service Providers in accordance with the Site's Privacy Policy located at [VINwiki.com](#).

### **3. AGE AND RESPONSIBILITY**

You represent that you are of sufficient legal age to use the Site and to create binding legal obligations for any liability you may incur as a result of the use of the Site. You agree to supervise all use of the Site by minors using your name or account. You also warrant that all information supplied by you or members of your household in using the Site is true and correct. All information supplied by you on or through this Site is true, accurate, current and complete. You understand that you are financially responsible for all uses of the Site by you and those using your name or account.

### **4. USE OF THE SITE**

You may only use the Site for its intended purposes and shall not use the Site for any other purposes.

You agree not to, and will not assist, encourage, or enable others to: (a) use any "robot," "spider" or other automatic device, or a program, algorithm or methodology having similar processes or functionality, or any manual process to monitor or copy any of the web pages, data or content found on the Site; (b) deep link to any portion of the Site, without the prior written permission of VINwiki; (c) use any device, software or routine that interferes or attempts to interfere with the normal operation of the Site or take any action that imposes an unreasonable load on VINwiki's computer or network equipment; (d) send bulk emails, surveys, or other mass messaging, whether commercial in nature or not; engage in keyword spamming, or otherwise attempt to manipulate the Site's search results or any third party website; (e) reproduce, duplicate, copy, sell, trade, resell or exploit the Site; or (f) use the Site in violation of, or to violate, any law, rule or regulation.

You also agree not to, and will not assist, encourage, or enable others to: (a) use the Site to threaten, stalk, harm, or harass others, or promote bigotry or discrimination; (b) use the Site to submit or transmit any material that violates the rights of any third party; (c) use the Site to collect or store personal data about others; (d) use the Site to submit or transmit pornography; (e) use the Site for any commercial purpose unless VINwiki has given its written permission; or (f) use the Site or any feature of the Site for any purpose that is unlawful, harmful, or otherwise objectionable or inappropriate as determined by VINwiki.

### **5. THIRD PARTIES**

{TC135689.1}

The Site may include links to other websites or applications (each, a "Third Party Site"). VINwiki does not control or endorse any Third Party Site. You agree that VINwiki is not responsible for the availability or contents of such Third Party Sites. Your use of Third Party Sites is at your own risk.

## 6. OWNERSHIP OF VINwiki CONTENT

VINwiki owns or has rights to the entire Site, including all of the wallpaper, icons, characters, artwork, images, graphics, music, text, software and other content that VINwiki creates and make available in connection with the Site (the "VINwiki Content"), and all HTML, CGI and other code and scripts in any format used to implement the Site (the "Code"). VINwiki Content and Code are protected by copyright and other laws and international treaties. Except as set forth above, you may not copy, modify, upload, download, transmit, re-publish, display for redistribution to third parties for commercial purposes, or otherwise distribute any of VINwiki Content or Code without the express prior written agreement of VINwiki. You may not use the VINwiki Content or Code for any purpose other than those set forth above. All names, logos and trademarks that appear on the Site are the property of VINwiki or are used by VINwiki under license. You may not use any of the foregoing for any purpose without the prior express written permission of VINwiki.

## 7. YOUR CONTENT AND OUR RIGHT TO USE

You alone are responsible for content that you submit or transmit to the Site, such as comments, reviews, ratings and information that you public display for the Site ("Your Content"). You assume all risks associated with Your Content, including anyone's reliance on its quality, accuracy, or reliability, or any disclosure by you of information in Your Content that makes you personally identifiable. You represent that you own, or have the necessary permissions to use and authorize the use of Your Content as described herein.

Your Content shall not: (a) include any content that violates or infringes in any way upon the rights of others; or (b) include any material that is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, which encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any laws or regulations.

VINwiki may use Your Content in a number of different ways, including publicly displaying it, reformatting it, incorporating it into advertisements and other works, creating derivative works from it, promoting it, distributing it, and allowing others to do the same in connection with their own websites and media platforms ("Other Media"). As such, you hereby irrevocably grant VINwiki a world-wide, perpetual, non-exclusive, royalty-free, assignable, sublicensable, transferable rights to display, reproduce, distribute, modify, translate, remove, analyze, commercialize, and prepare derivative works of Your Content for any purpose. Please note that you also irrevocably grant the users of the Site and any Other Media the right to access Your Content in connection with their use of the Site and any Other Media. Finally, you irrevocably waive, and cause to be waived, against VINwiki and users any claims and assertions of moral rights or attribution with respect to Your Content.

VINwiki reserves the right to discontinue displaying and making available any content that you contribute or post. Users may flag any content they view as incorrect, threatening, objectionable, or offensive. Additionally, employed moderators will view content and make decisions regarding removal. Any flagged post reported as objectionable or inappropriate for any reason will be reviewed by VINwiki within 24 hours and the contributing user will be considered for ejection from the app with all usage rights suspended. In the event you are ejected from the site, you will be contacted by our team via the email address you used for registration.

As between you and VINwiki, you own Your Content. Except as expressly and unambiguously provided herein, VINwiki does not grant you any express or implied rights, and all rights in and to the Site and VINwiki Content are retained by VINwiki and its licensors.

## 8. NO WARRANTIES

THE SITE AND ITS SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE SITE AND SERVICES ARE AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SITE AND/OR ANY SERVICES MADE AVAILABLE ON OR PROVIDED THROUGH THE SITE ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY,

{TC135689.1}

FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, VINwiki, ITS AFFILIATES AND LICENSORS DO NOT WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE OR CORRECT; THAT THE SITE OR SERVICES WILL MEET YOUR REQUIREMENTS; THAT THE SITE OR SERVICES WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SITE OR SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE AND ITS SERVICES ARE DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD OR YOUR USE OF THE SITE OR SERVICES. VINwiki DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICES ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITE OR OR ANY HYPERLINKED WEBSITE OR SERVICE, AND VINwiki WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

#### 9. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL VINwiki, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES OR SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THIS SITE OR SERVICES. UNDER NO CIRCUMSTANCES WILL VINwiki BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SITE OR SERVICES OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, VINwiki ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF THE SITE OR SERVICES; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF VINwiki'S SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE OR SERVICES; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH VINwiki'S SITE OR SERVICES BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SITE OR SERVICES; AND/OR (VII) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY. IN NO EVENT SHALL VINwiki ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS, OR LICENSORS BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING THE AMOUNT YOU PAID TO COMPANY HEREUNDER.

THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF VINwiki HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

You may not use the Service if you are a resident of a country embargoed by the United States, or are a foreign person or entity blocked or denied by the United States government. Unless otherwise explicitly

stated, all materials found on the Service are solely directed to individuals, companies, or other entities located in the United States.

#### 10. INDEMNIFICATION

You agree to defend, indemnify and hold harmless VINwiki, its affiliates, licensee, and licensors, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from your use of and access to the Site.

#### 11. MODIFICATION

VINwiki may at any time modify (a) the Site, including eliminating or discontinuing any content on or feature of the Site (b) any fees or charges for use of the Site, and (c) these terms and conditions. Your continued use of the Site will be conditioned upon the terms and conditions in force at the time of your use.

#### 12. SEVERABILITY

The invalidity of any term, condition or provision of the Terms of Service shall not affect the enforceability of those portions of the Terms of Service deemed enforceable by applicable courts of law.

#### 13. GOVERNING LAW AND VENUE

The Terms of Service and your use of the Site are governed by the laws of the State of Georgia, USA, without regard to choice of law provisions. Any legal action or dispute with VINwiki arising out of, relating to or concerning the Terms of Service and the Site shall be exclusively brought in the state or federal court of competent jurisdiction in Atlanta, Georgia, USA.