

VELOCITY SOLUTIONS, INC. WEBSITE LEGAL NOTICE & TERMS OF USE / END-USER LICENSE

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This Velocity Solutions, Inc. Website Legal Notice & Terms of Use / End-User License (these "Terms & Conditions") and the Velocity Solutions, Inc. Website Privacy Policy (the "Privacy Statement") (*accessible at the "Privacy Policy" hyperlink provided at the bottom of this webpage*) are collectively referred to as the "Website Service Agreements." All access to and use of the Velocity Solutions, Inc. Website (the "Website") is subject to and governed by the Website Service Agreements.

VELOCITY SOLUTIONS, INC., ITS SUBSIDIARIES AND AFFILIATES ("OUR", "WE", "US", "VELOCITY", AND "PROVIDER") WILL PROVIDE ACCESS TO THE WEBSITE TO YOU ONLY UPON ALL OF THE TERMS, CONDITIONS AND DISCLAIMERS CONTAINED IN THE WEBSITE SERVICE AGREEMENTS. IF YOU DO NOT AGREE TO THE TERMS, CONDITIONS AND DISCLAIMERS IN THE WEBSITE SERVICE AGREEMENTS, YOU ARE NOT AUTHORIZED TO ACCESS OR UTILIZE THE WEBSITE.

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1. **Services.** The Website may enable access to and use of Velocity's and/or third party services and web sites (collectively and individually, "Services"). Both access to and use of the Services may require Internet access and that you agree to additional terms and conditions.

2. **Scope of License.** The license granted to you for the Website is limited to a non-transferable license to access and use the Website as permitted by the Website Service Agreements. Such license

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3. **Changes to this End User License Agreement.** Velocity reserves the right to revise these Terms & Conditions at any time. Upon modification, Velocity will update the date indicated after “Last Modified” at the beginning of this document. Any modifications to these Terms & Conditions will only affect your and our respective rights and obligations from the “Last Modified” date and thereafter. Your continued use of the Website constitutes your continued agreement to the terms and conditions herein.

4. **Consent to Use of Technical Data.** You agree that Velocity may collect and use technical data and related information, including but not limited to technical information about your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of Website updates and other services to you (if any) related to the Website. Velocity may use this information, to improve its Website or to provide services or technologies to you. Velocity’s collection and use of personal data is governed by the Privacy Statement (*accessible at the “Privacy Policy” hyperlink provided at the bottom of this webpage*).

5. **Termination.** The license granted hereunder is effective until terminated by you or Velocity. Your rights granted hereunder will terminate automatically without notice from Velocity if you fail to comply with any term(s) of Website Service Agreements. Upon termination of the license, you must cease all use of the Website.

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9. **Modification, Suspension and Discontinuation.** Velocity reserves the right to change, supplement, modify (including without limitation appearance), or suspend, limit, remove, disable or permanently discontinue your access to or use of, the Website at any time without notice or liability.

10. **NO WARRANTY.** YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE WEBSITE IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WEBSITE IS PROVIDED “AS IS” AND “AS AVAILABLE”, WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND VELOCITY HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE WEBSITE, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. VELOCITY DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE WEBSITE, AND VELOCITY DOES NOT WARRANT THAT (i) THE FUNCTIONS CONTAINED IN, OR SERVICES PERFORMED OR PROVIDED BY, THE WEBSITE WILL MEET YOUR REQUIREMENTS, (ii) THAT THE OPERATION OF THE WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE, OR (iii) THAT DEFECTS IN THE WEBSITE WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION GIVEN BY VELOCITY OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY.

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11. **Limitation of Liability.** TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL VELOCITY, ITS DIRECT OR INDIRECT SUBSIDIARIES, AFFILIATES, AGENTS, EMPLOYEES, OR REPRESENTATIVES BE LIABLE FOR DEATH, PERSONAL INJURY, PROPERTY DAMAGE, OR ANY INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF OR DAMAGE TO DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL OR FINANCIAL DAMAGES, LOST REVENUES, OR OTHER LOSSES OF ANY KIND, ARISING OUT OF USE OF THE WEBSITE OR ARISING OUT OF THIS END USER LICENSE AGREEMENT OR IN ANY WAY RELATED TO YOUR USE OR INABILITY TO USE THE WEBSITE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF VELOCITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL VELOCITY'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED THE AMOUNT OF ONE-HUNDRED DOLLARS (\$100.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

12. **Indemnification.** You shall indemnify and hold Velocity and their respective agencies and parents, subsidiaries, affiliates, officers, and employees harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Website, any breach of the terms and conditions set forth in the Website Service Agreements by you. You must use your best efforts to cooperate with us in the defense of any such claim. We reserve the right, at our expense, to employ separate counsel and assume the exclusive defense and control of any such matter subject to indemnification by you.

13. **Governing Law, Jurisdiction.** Your use of the Website is governed by, construed and enforced in accordance with the laws of the State of Florida, USA and applicable federal law without regard to conflicts of laws principles. If for any reason a matter is not arbitrated as provided in the Service Agreements, then any cause of action brought in connection with any matters related to the Website shall be brought only in the applicable State or Federal Courts located in Broward County, Florida, and you expressly consent to the personal jurisdiction and venue of said courts. Your use of the Website may also be subject to other local, state, national, or international laws.

14. **Contact Us.** For assistance with the Website, please write to us at: P.O. Box 460939 Fort Lauderdale, FL 33346, or send us an email at info@myvelocity.com.