TERMS AND CONDITIONS

These terms form a contract between User (hereinafter "you" or "your") and Company that governs your access and use of the website. Please read these Terms carefully. It is a legally binding agreement between you and Company. By using our website, you agree to comply with all of the terms and conditions set out in this document. We may block your Internet Protocol (IP) address at any time, with or without notice, for conduct that is in breach of these Terms for conduct that we believes is harmful to our business, or for conduct where the use of the services is harmful to any other party.

The domain name www.fasttrackservicecenter.com (hereinafter referred to as "Website") is owned by Fast Track Service Center Inc., a company incorporated under the laws of State of Florida (hereinafter referred to as "we", "us", "our", or "Company"). Your use of the website, our services and tools are governed by the following terms of use ("Terms").

ACCESSING, BROWSING OR OTHERWISE USING THE WEBSITE INDICATES YOUR AGREEMENT TO ALL THE TERMS AND CONDITIONS, SO PLEASE READ THE TERMS CAREFULLY BEFORE PROCEEDING. BY ACCESSING, BROWSING OR OTHERWISE USING THE WEBSITE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO THESE TERMS AND CONDITIONS.

- **1. ELIGIBILITY**: User must be at least eighteen (18) years of age. User represents and warrants that (i) User have the right and authority to enter into this user agreement; and (ii) he/she abides all of the terms and conditions of this Agreement. We reserve the right to terminate your use and refuse to provide you with access to the website or any services if it is brought to our notice or if it is discovered that user is under the age of 18 years.
- **2. UPDATES:** We may change these Terms from time to time, by posting updates to our website. An update will be effective for any website use after the date of the update. The user's continued use of our services will constitute binding acceptance of such modifications. Should the User not agree to any of the terms and conditions of this Agreement, he/she must immediately leave this site and cease using any of the tools, functions, and information provided herein.
- **3. OTHER DOCUMENTS:** In addition to these Terms, use of our website is also governed by our Privacy Policy. We are committed to protecting your personal information and ensuring its privacy, accuracy and security. Please read our *Privacy Policy* for more details.

- **4. OUR SERVICES:** We provide selfstorage, vehicle detailing and maintenance services through our website. We consider our business model the best way to offer valuable services to our users. Subject to the terms and conditions of this Agreement, users are hereby granted a non-exclusive, limited, non-transferable, freely revocable license to use the Service for their commercial use and as permitted by the features of the Service. We reserve all rights not expressly granted herein in the Service. We may terminate this license at any time for any reason or no reason.
- **5. ELECTRONIC COMMUNICATIONS:** When you visit our website or send emails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We may communicate with you by email. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that the communications be in writing.
- **6. USER ACCESS:** We do not guarantee that your use of our website will always be available and/or uninterrupted. Access to the website is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of the website without notice. We will not be liable to you including without limitation for any losses incurred due to unavailability of the website for schedule maintenance.
- **7. SUSPICIOUS ACTIVITIES:** We may block your Internet Protocol (IP) address at any time, with or without notice for any suspicious activity that we believe is harmful to our business or any other party.
- **8. DISCOUNTS, OFFERS & PROMOTIONS:** Any agreed discounts or special offers are offered by us and we reserve the right to amend terms and conditions for special offers at any time and without prior notice. Any such discounts or special offers may be withdrawn by us at our absolute discretion and decision. We will not be liable to you including without limitation for any losses incurred due to unavailability of the discounts or special offers.
- **9. LICENSE:** Our website, application, software and other tools are protected by copyright, trade secret, and other intellectual property laws. Your use of our website is based on the license of Company's Intellectual property to user. Company grants user a limited, non-transferable license to use Company's website, tools and related services in accordance with these Terms. Company reserves all rights in the Intellectual Property not expressly granted to user. Company provides the services solely on an "AS IS" basis and disclaims all warranties and liability for your use of the website, tools and related services. Company reserves the right, in its sole and

absolute discretion, to modify, suspend, or discontinue at any time, with or without notice, the Sites and/or services offered on or through the Site (or any part thereof), including but not limited to the website, features, look, feel, and functional elements and related services.

- **10. INTELLECTUAL PROPERTY:** For purposes of this Agreement, "Intellectual Property" shall mean (a) methodology for the provision of Company Services; and (b) ideas, website, applications, processes, code, technology, software, copyrights, logos, domain names, patents, trade secrets, trademarks, products, contents and materials. Company hereby retains all worldwide right, title and interest in and to the Intellectual Property. Any rights not expressly granted herein to the Intellectual Property shall be retained by Company or its copyright owner. You acknowledge that all right, title and interest to the Intellectual Property is owned by Company or its copyright owner. Copying, reproduction, publication, or broadcast of any protected content contained within or via this Site is strictly prohibited without the written permission of the Company.
- 11. USER'S CONTENT/DATA/REVIEW: Users are solely responsible for all materials including personal information including name, email, website, and comment (whether publicly posted or privately transmitted) that they upload, post, e-mail, transmit, or otherwise make available on the Website ("Users' Content"). Each User represents and warrants that he/she owns all intellectual property rights in the User's Content and that no part of the User's Content infringes any third-party rights. Users agree to indemnify and hold harmless the Company, its owners, directors, employees, affiliates and assigns against all costs, damages, loss and harm including towards litigation costs and counsel fees, in respect of any third party claims that may be initiated including for infringement of intellectual property rights on the Website, by such User or through the User's commissions or omissions.

You acknowledge and agree for not to use, nor permit any third party to use, the website to distribute, link to, publish, reproduce, engage in or transmit any of the following, including but not limited to:

- ➤ Illegal and fraudulent information,
- threatening, harassing, inappropriate or objectionable information communications of any kind, including without limitation conduct that would encourage "flaming" others, or criminal or civil liability under any local, state, federal or foreign law;
- ➤ Post any information, entries, queries, guest book notes, etc., which is the sole and absolute discretion and opinion of the Company, may be considered as obscene, indecent, defamatory, offensive, or hateful;
- > Upload Trojan horse, worm or other disruptive or harmful software or data;

- ➤ Impersonate any person or entity or misrepresent your affiliation with any other person or entity;
- > Insert your own or a third party's advertising material or promotional content on this site;
- ➤ Use the site in any manner that could damage, disable, overburden, or impair the Site in any manner that could damage, disable, overburden, or impair the same or interfere with any person's use or enjoyment thereof; and
- ➤ Post any other information or Content which is not legally yours and without permission from the intellectual property rights owners.
- **12. FEEDBACK/COMMENT:** We use Feedback/Comment you provide. You acknowledge and agree that we may use Feedback/Comment submitted by you or any suggestions, or ideas in any way, including in advertising or marketing materials. You grant us a perpetual, worldwide, transferable, sub-licensable, fully paid-up, royalty free license to use the Feedback/Comment.
- 13. LINKS TO OTHER THIRD PARTY WEBSITES: Certain links on the Website will let you leave the website. These linked sites may be operated by the Company while some are not under the control of the Company, and Company is not responsible for the contents of any linked site or any link contained in a linked site. These links are provided for your convenience, and the inclusion of any link does not imply a recommendation or endorsement by Company of any such linked site or the products/services therein. If you decide to access any third party sites, you do so entirely at your own risk and subject to the terms and conditions of use for such third party sites.
- 14. PROHIBITED ACTIVITIES: Other than as permitted herein, you shall not (and you shall not permit others), directly or indirectly, to modify, to translate, to decompile, to disassemble or to reverse engineer any part of the website, software or other related services, or otherwise to attempt to discern the functioning or operation of the website, software or services. You shall not (and you shall not permit others to): (i) use any robot, crawls, spider, scraper or other automated means to access the website or services for any purpose without our express written permission; (ii) violate the security of any computer network, or cracks any passwords or security encryption codes; (iii) run mail-list, listsery, any form of auto-responder or "spam" on the Services, or that otherwise interfere with the proper working of the Services (including by placing an unreasonable load on the Services' infrastructure); (v) interfere or attempt to interfere with the proper working of our website or any activities conducted on the website, (vi) remove any trademark, copyright or other proprietary notices from any portion of the Services; or (vii) bypass any measures Company may use to prevent or restrict access to the website, software or the Services.

15. DISCLAIMERS: YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE WEBSITE AND OUR SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPANY AND ITS OFFICERS, EMPLOYEES, AGENTS, AND PARTNERS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, YOUR USE OF THE WEBSITE IS ALSO SUBJECT TO THE ADDITIONAL DISCLAIMERS AND CAVEATS THAT MAY APPEAR THROUGHOUT THE WEBSITE.

COMPANY AND ITS PARTNERS ASSUME NO RESPONSIBILITY FOR ANY CONSEQUENCE RELATING DIRECTLY OR INDIRECTLY TO ANY ACTION OR INACTION YOU TAKE BASED ON THE INFORMATION, SERVICES, OR OTHER MATERIAL ON THE WEBSITE. WHILE COMPANY STRIVES TO KEEP THE INFORMATION ON THE WEBSITE ACCURATE, COMPLETE, AND UP-TO-DATE, COMPANY CANNOT GUARANTEE, AND WILL NOT BE RESPONSIBLE FOR, ANY DAMAGE OR LOSS RELATED TO THE ACCURACY, COMPLETENESS, OR TIMELINESS OF THE INFORMATION ON THE WEBSITE.

- 16. ARBITRATION AND CLASS ACTION WAIVER: EXCEPT AS OTHERWISE DESCRIBED IN THESE TERMS, BY USING THE WEBSITE, YOU AGREE THAT DISPUTES BETWEEN YOU AND US WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION. YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND ALL OF THE TERMS OF THIS WEBSITE.
- 17. LIMITATION OF LIABILITY: EXCEPT WHERE PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL THE COMPANY OR ITS OFFICERS, EMPLOYEES, AGENTS, PARTNERS OR THIRD PARTY SERVICE PROVIDERS BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT, INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES (INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF USE) ARISING OUT OF OR IN ANY WAY RELATED TO THESE TERMS OR YOUR USE OR INABILITY TO USE THE SITES, ANY WEBSITES LINKED TO IT, ANY PRODUCT OR SERVICES MADE AVAILABLE ON THE SITES, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF THE

COMPANY OR ANY OF ITS AFFILIATE PARTNERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES (COLLECTIVELY, THE "EXCLUDED DAMAGES"). YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT NEITHER THE COMPANY NOR ANY OF ITS PARTNERS OR REPRESENTATIVES WILL BE LIABLE TO YOU FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY USER OF THE SITES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOUR' SOLE AND EXCLUSIVE REMEDY FOR ANY OF THE ABOVE CLAIMS OR ANY DISPUTE WITH THE COMPANY IS TO DISCONTINUE YOUR USE OF THE SITES AND SERVICES.

- **18. INDEMNIFICATION**: You agree to defend, indemnify and hold Company and its affiliates, service providers, partners and their respective officers, directors, employees and agents (the "Indemnified Parties") harmless against any claim for damages, losses or any costs, including lawyer/attorneys' fees, court cost, arising from or related to your use of this website, or your negligence or willful misconduct.
- **19. JURISDICTION AND APPLICABLE LAW:** The use of the website or other related services and any agreements entered into through the website are to be governed by and construed in accordance with the laws of the <u>State of Florida</u> without any conflict of laws. To the maximum extent permitted by law, you irrevocably consent to the jurisdiction of the courts located in <u>Pasco County</u>, <u>Florida</u> for any action or proceeding arising out of or relating to these Terms.
- **20. ENTIRE AGREEMENT**: These terms and any policies or operating rules posted on the Sites (but excluding those terms and other conditions offered by the Third-Party Providers) constitute the entire agreement and understanding between you and the Company. No action of Company, other than an express written waiver, may be construed as a waiver of any part of this agreement, and no employee of Company is authorized to waive it orally.
- 21. WAIVER AND SEVERABILITY: If any provision of these terms is held to be illegal, invalid or unenforceable, this will not affect any other provisions and the Agreement will be deemed amended to the extent necessary to make it legal, valid, and enforceable. The failure of either party at any time to require performance by the other party of any provision of this Agreement shall in no way affect that party's right to enforce such provisions, nor shall the waiver by either party of any breach of any provision of this Agreement be taken or held to be a waiver of any further breach of the same provision.

22. CONTACT US [FOR NOTICE AND OTHER COMMUNICATIONS]

Fast Track Service Center Inc. 13615 Tyrone St. Hudson, FL 34667

Support Email: admin@fasttrackservicecenter.com