



# TERMS OF USE AGREEMENT



Last Updated: June 11, 2019

**IMPORTANT: PLEASE READ THIS TERMS OF USE AGREEMENT BEFORE USING THE FINN APP OR WWW.FINNSCOOTERS.COM. THIS AGREEMENT REPRESENTS A LEGALLY BINDING DOCUMENT. These Terms APPLY IN ADDITION TO, not in lieu of, the terms provided in our Privacy Policy and any applicable Rental Agreement, Waiver of Liability and Release.**

## 1. Agreement

By using, accessing or browsing <http://www.finnscooters.com> or the FINN app, or any of the collective content, information, and services thereon (“Services”), you (“User” or “you”), on behalf of yourself and your heirs, successors, and assigns, signify your consent to these terms of use (“Agreement”), which, together with the Privacy Policy of Sun Mountain Motor Sports, Inc., a Montana corporation, and its successors or assigns (“Company”, “we”, “our” or “us”), governs our relationship with you in relation to the Services. For certain of our Services, you may also be required to execute a Rental Agreement, Waiver of Liability and Release (“Rental Agreement”). **If you do not agree to each and every term and condition set forth in this Agreement, the Privacy Policy, and any applicable Rental Agreement, you should immediately cease all usage of the Services.**

You must be at least eighteen (18) years of age to use the Services. By using the Services and by agreeing to these terms and conditions you warrant and represent that you are at least eighteen (18) years of age.

## 2. Using Our Services

The Company, through the Services, may provide you with the opportunity to contract for the rental of certain available equipment (“Products”) at certain golf courses or other locations operated by parties independent of and separate from us (each a “Course”). The content of the Services is for your general information and use only. It is subject to change without notice.

Although certain Products may be used by minors who are at least 16 years of age and have a valid driver’s license, such use is under the sole responsibility of, and strict management by, the minor’s parent or legal guardian. By allowing a minor to use the Services under your account or supervision, you warrant and represent that you are the minor’s parent or legal guardian, you agree that you assume full financial and/or any other responsibility for any and all misuse, consequences, claims, demands, causes of action, losses, liabilities, damages, injuries, fees, costs and expenses, penalties, attorneys’ fees, judgments, suits and/or disbursements of any kind, or nature whatsoever, whether foreseeable or unforeseeable, and whether known or unknown, as a result of the minor’s use of the Services. With respect to use of Services by a minor, you hereby certify that: you are the parent and/or legal guardian of the minor user, who is at least 16 years old; you have read, and you expressly agree to, the terms and conditions set forth in this Agreement, our privacy policy, which may be accessed at [www.finnscooters.com/privacy](http://www.finnscooters.com/privacy), as it may be updated from time to time (“Privacy Policy”), and any applicable Rental Agreement; and you authorize use of the Services by the minor user through your account and further certify that you have not permitted any minor to create an account, but have specifically authorized any minor use of the Services only in accordance with the terms of this Agreement, and under your account. You further expressly guarantee the minor’s acceptance of the terms of this Agreement, and you will be responsible for any breach of the above representations, warranties and/or this Agreement, and/or any attempt of the minor to disaffirm this Agreement.

The Company grants you a non-exclusive, non-transferable, revocable license to access and use our Services strictly in accordance with this Agreement. Your use of our Services is solely for internal, personal, non-commercial purposes, unless otherwise provided in this Agreement. No print out or electronic version of any part of our Services may be used by you in any litigation or arbitration matter whatsoever under any circumstances.

You must follow any policies made available to you within the Services.

You may use our Services only as permitted by law, including applicable traffic safety laws and regulations. We may suspend or stop providing our Services to you if you do not comply with our terms or policies or if we are investigating suspected misconduct.

You must not use the Services in any way that causes, or may cause, damage to the Services or impairment of the availability or accessibility of the Services, or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

Using our Services does not give you ownership of any intellectual property rights in our Services or the content you access. You may not use content from our Services unless you obtain permission from us or are otherwise permitted by law. These

terms do not grant you the right to use any branding or logos used in our Services. Do not remove, obscure, or alter any legal notices displayed in or along with our Services.

In connection with your use of the Services, we may send you announcements, administrative messages, and other information. You may opt out of some of those communications.

### **3. Your Account and Personal Information**

You may need an account in order to use some areas of the app or website or some Services. You agree to provide true, accurate, current and complete information about yourself to register your account and maintain and promptly update such information to keep it true, accurate, current and complete. To protect your account, keep your password confidential. You are responsible for the activity that happens on or through your account. Try not to reuse your account password on third-party applications. If you learn of any unauthorized use of your password or account, contact the Company immediately.

Our Privacy Policy explains how we treat your personal data and protect your privacy when you use our Services. By using our Services, you agree that we can use and store such data in accordance with our Privacy Policy.

If you no longer wish to have a registered account, you may terminate your account by sending an email to [help@finnscooters.com](mailto:help@finnscooters.com). If you no longer accept these terms and conditions, or any future modification to these terms and conditions, you must cease using the Services. Continued use of the Services indicates your continued acceptance of these terms and conditions.

We may terminate your registered account, at our sole discretion, by sending you notice at the email address or address you have registered stating that the Agreement has terminated. Such termination notice shall be effective when sent. Upon termination of your registered account we reserve the right to retain and use all information in accordance with our Privacy Policy.

### **4. Payment**

If you rent any of the Products in relation to the Services, you agree to pay us the applicable Product rental price plus any additional fees (“fees” as used in this Agreement shall include costs and all charges related to the Products which you are obligated to pay pursuant to the Rental Agreement). Failure to pay these amounts may, at our discretion, result in the termination of your order. Also:

- We do not guarantee refunds. All orders are final except as specifically stated in any applicable Rental Agreement. For additional information on our refund policy, please contact the Course or review the Rental Agreement.
- You authorize us to store your payment method (e.g. credit card) even after it has expired, unless you specifically elect otherwise, to facilitate easy payment for new orders. If you have previously stored your payment information and no longer wish to do so, you may remove such payment information from the appropriate link on the website or app, or you may send a written request to [help@finnscooters.com](mailto:help@finnscooters.com).

### **5. Disclaimer of Warranties.**

You must provide (1) all equipment necessary for your own Internet connection, including a computer and modem; (2) provide for your access to the Internet; and (3) pay any fees related with such connection and equipment. Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered within the Services for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

OTHER THAN AS EXPRESSLY SET OUT IN THESE TERMS OR ADDITIONAL TERMS, NEITHER THE COMPANY, NOR ITS SUPPLIERS OR DISTRIBUTORS, NOR THE COURSE MAKE ANY SPECIFIC PROMISES OR REPRESENTATIONS ABOUT THE SERVICES. FOR EXAMPLE, WE DON'T MAKE ANY COMMITMENTS ABOUT THE CONTENT WITHIN THE SERVICES, THE SPECIFIC FUNCTIONS OF THE SERVICES, OR THEIR RELIABILITY, ACCURACY, AVAILABILITY, ABILITY TO MEET YOUR NEEDS, OR OTHERWISE. WE PROVIDE THE SERVICES “AS IS” AND ON AN “AS AVAILABLE” BASIS.

THE COMPANY SHALL HAVE NO LIABILITY FOR ANY INTERRUPTIONS IN THE USE OF THE SERVICES. THE COMPANY DISCLAIMS ALL WARRANTIES WITH REGARD TO THE INFORMATION PROVIDED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES; THEREFORE, THE ABOVE-REFERENCED EXCLUSION MAY BE INAPPLICABLE.

### **6. Limitation of Liability**

Your use of any information or materials within the Services is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any Products, services or information available as part of the Service meet your specific requirements.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE COMPANY SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOSS OF REVENUE, OR LOSS OF USE, ARISING OUT OF OR RELATED TO THE SERVICES OR THE INFORMATION CONTAINED THEREIN, WHETHER SUCH DAMAGES ARISE IN CONTRACT, NEGLIGENCE, TORT, UNDER STATUTE, IN EQUITY, AT LAW, OR OTHERWISE, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, THEREFORE SOME OF THE ABOVE LIMITATIONS MAY BE INAPPLICABLE.

TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF THE COMPANY, AND ITS SUPPLIERS AND DISTRIBUTORS, FOR ANY CLAIMS UNDER THIS AGREEMENT OR RELATED TO THE USE OF THE SERVICES, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO THE LESSER OF (1) THE AMOUNT YOU PAID US TO USE THE SERVICES (IF ANY), OR (2) ONE HUNDRED AND NO/100 DOLLARS (\$100.00).

By using the Services, you agree that the exclusions and limitations of liability set out in this Agreement are reasonable. We would not allow you to use the Services without the inclusion of such exclusions and limitations.

## **7. Indemnification**

You accept that, as a limited liability entity, the Company has an interest in limiting the personal liability of its owners, managers, directors, officers, affiliates, parents, subsidiaries, agents, employees, successors, assigns and sub-contractors. You agree that you will not bring any claim personally against the Company's owners, managers, directors, officers, affiliates, parents, subsidiaries, agents, employees, successors, assigns or sub-contractors in respect of any losses you suffer in connection with the Services.

Without prejudice to the foregoing paragraph, you agree that the limitations of warranties and liability set out in this Agreement will protect the Company's owners, managers, directors, officers, affiliates, parents, subsidiaries, agents, employees, successors, assigns and sub-contractors as well as the Company.

You agree to defend, indemnify and hold the Company and its owners, managers, directors, officers, affiliates, parents, subsidiaries, agents, employees, successors, assigns and sub-contractors harmless from and against any and all claims, demands, suits, proceedings, liabilities, judgments, losses, damages, expenses and costs (including without limitation reasonable attorneys' fees) assessed or incurred by the Company or such party, directly or indirectly, with respect to, arising out of, or related to: (i) your failure to comply with this Agreement or any other agreement related hereto; (ii) your breach of your obligations under this Agreement or any information represented by you to the Company being untrue; (iii) your use of the Services or the rights granted hereunder, including without limitation any claims made by any third parties; and/or (iv) your violation of any third party right, including without limitation any copyright, property, or privacy right.

## **8. Modifications to Services and Interruption to or Termination of Services**

Any decisions of the Company to be made with respect to any matter shall be made in the Company's sole and absolute discretion and may be exercised with or without notice to you unless specifically stated otherwise. The Company reserves the right to modify or discontinue the Services or any part of the Services with or without notice to you. The Company shall not be liable to you or any third party should the Company exercise its right to modify or discontinue the Services or any part thereof. You acknowledge and accept that the Company does not guarantee continuous, uninterrupted or secure access to the Services and operation of the Services may be interfered with or adversely affected by numerous factors or circumstances outside of our control.

We do not represent or otherwise warrant that the Services will be error-free, free from viruses or other harmful components, or that we will correct any errors. We do not represent or otherwise warrant that the information available on or through the Services will be correct, accurate, timely or otherwise reliable.

We may make changes to the features, functionality or content of our Services at any time with or without notice. We reserve the right in our sole discretion to edit or remove any documents, information or other content appearing within the Services.

## **9. Third-Party Sites**

Our Services may include links to other websites on the Internet that are owned and operated by online merchants and other third parties. You acknowledge that we are not responsible for the availability of, or the content located on or through, any third-party website. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). You should contact the website administrator or webmaster for those third-party websites if you have any concerns regarding such links or the content located on such websites. Your use of those third-party websites is at

your own risk and subject to the terms of use and privacy policies of each website, and we are not responsible therein. We encourage all Users to review said privacy policies and terms of use of third-parties' websites and take reasonable precautions to protect from any risks associated with using such websites.

THE INCLUSION OF THIRD-PARTY WEBSITES DOES NOT CONSTITUTE AN ENDORSEMENT, GUARANTEE, WARRANTY, OR RECOMMENDATION BY THE COMPANY AND WE MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT ANY PRODUCT OR SERVICE CONTAINED THEREIN. YOU AGREE THAT USE OF OR ACCESS TO ANY THIRD-PARTY WEBSITES FROM THE COMPANY'S WEBSITE OR APP IS AT YOUR SOLE RISK AND IS WITHOUT WARRANTIES OF ANY KIND BY US, EXPRESSED, IMPLIED OR OTHERWISE INCLUDING WARRANTIES OF TITLE, FITNESS FOR PURPOSE, MERCHANTABILITY OR NON-INFRINGEMENT. WE ARE NOT LIABLE UNDER ANY CIRCUMSTANCES FOR ANY DAMAGES ARISING FROM THE USE OF OR ACCESS TO SUCH THIRD-PARTY SITES OR FOR ANY INFORMATION APPEARING ON ANY OTHER WEBSITE LINKED TO OUR WEBSITE OR APP.

#### **10. Advertisers and Sponsors Disclaimer**

The Services may contain advertising and sponsorships. Advertisers and sponsors are solely responsible for ensuring that material submitted for inclusion in our Services is accurate and complies with applicable laws. We are not responsible for the illegality of or any error, inaccuracy or problem in any advertiser's or sponsor's materials.

THE INCLUSION OF THIRD-PARTY ADVERTISEMENTS DOES NOT CONSTITUTE AN ENDORSEMENT, GUARANTEE, WARRANTY, OR RECOMMENDATION BY THE COMPANY AND WE MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT ANY PRODUCT OR SERVICE CONTAINED THEREIN.

#### **11. Merchant and Advertisement Disclaimer**

We may allow access to or advertise certain third-party product or service providers ("Merchants") from which you may purchase certain goods or services. You understand that we do not operate or control the products or services offered by Merchants. Merchants are responsible for all aspects of order processing, fulfillment, billing and customer service. We are not a party to the transactions entered into between you and Merchants.

You agree that use of or purchase from such Merchants is AT YOUR SOLE RISK AND IS WITHOUT WARRANTIES OF ANY KIND BY US, EXPRESSED, IMPLIED OR OTHERWISE INCLUDING WARRANTIES OF TITLE, FITNESS FOR PURPOSE, MERCHANTABILITY OR NON-INFRINGEMENT. WE ARE NOT LIABLE UNDER ANY CIRCUMSTANCES FOR ANY DAMAGES ARISING FROM THE TRANSACTIONS BETWEEN YOU AND MERCHANTS OR FOR ANY INFORMATION APPEARING ON MERCHANT WEBSITES OR ANY OTHER WEBSITE LINKED TO OUR WEBSITE.

All rules, legal documents (including privacy policies) and operating procedures of Merchants will apply to you while on any Merchant websites. We are not responsible for information provided by you to Merchants. Our relationship to Merchants is solely as independent contractors and neither party has authority to make any representations or commitments on behalf of the other.

#### **12. Disclaimer Regarding Accuracy of Vendor Information**

Product specifications, descriptions and other information may have been provided by vendors or parties other than the Company. While the Company makes reasonable efforts to ensure that the product specifications, descriptions, and other information in the Services is accurate, we can make no representations or warranties as to the accuracy or reliability of any product specifications, descriptions, and other information provided in the Services.

Except as specifically stated in writing, the Company makes no warranties or representations whatsoever with regard to any product provided or offered by any vendor, and you acknowledge that any reliance on representations and warranties provided by any vendor or any other party shall be at your own risk. The Company expressly disclaims any liability for any warranties or representations made by any other party than the Company.

#### **13. Financial, Legal and Other Advice Disclaimer**

You hereby acknowledge that nothing contained in the Services shall constitute financial, investment, legal and/or other professional advice and that no professional relationship of any kind is created between you and the Company, or any owners, managers, directors, officers, affiliates, parents, subsidiaries, agents, employees, successors, assigns and sub-contractors. You hereby agree that you shall not make any financial, investment, legal and/or other decision based in whole or in part on anything contained in our Services.

#### **14. Pricing and Specifications**

Errors in pricing, product descriptions, specifications and/or other information may occur. We reserve the right to correct any such errors, up to and including cancelling any orders placed at an incorrect price.

## **15. Terms Applicable for Apple IOS.**

If you are accessing or using our Services through a device manufactured and/or sold by Apple, Inc. (“Apple”, with such a device herein referenced as an “Apple Device”): To the extent that you are accessing the Services through an Apple device, you acknowledge that this Agreement entered into between you and Us, and that Apple is not a party to this Agreement other than as third-party beneficiary as contemplated below. Any license(s) granted to you in this Agreement is subject to the permitted Usage Rules set forth in the Apple App Store Terms and Conditions (see: <http://www.apple.com/legal/itunes/us/terms.html>) and any third party terms of agreement applicable to the App. You acknowledge that Apple, and not Apple, is responsible for providing the Services and content thereof. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance or any support services to you with respect to the App. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Services. Notwithstanding anything to the contrary herein, and subject to the terms in this Agreement, you acknowledge that, solely as between Apple and Company, Company and not Apple is responsible for addressing any claims you may have relating to the Services, or your possession and/or use thereof, including, but not limited, to: (i) product liability claims, (ii) any claim that the Services fail to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. Further, you agree that if the Services, or your possession and use of the Services, infringes on a third party’s intellectual property rights, you will not hold Apple responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claims. You acknowledge and agree that Apple, and Apple’s subsidiaries, are third-party beneficiaries of this Agreement, and that, upon your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third-party beneficiary thereof. When using the Services, you agree to comply with any and all third-party terms that are applicable to any platform, website, technology or service that interacts with the Services. You represent and warrant that: (i) you are not located in a country that is subject to a U.S. Government embargo or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

## **16. Wireless Features**

The Services may offer certain features and services that are available to you via your wireless device. These features and services may include the ability to access the Services’ features and upload content to the Services, receive messages (including text and SMS messages) from the Services, and download applications to your wireless device (collectively, “Wireless Features”). Standard messaging, data, and other fees may be charged by your carrier to participate in Wireless Features. Fees and charges may appear on your wireless bill or be deducted from your pre-paid balance. your carrier may prohibit or restrict certain Wireless Features and certain Wireless Features may be incompatible with your carrier or wireless device. You should check with your carrier to find out what plans are available and how much they cost. Contact your carrier with questions regarding these issues. You confirm that you are the current subscriber and/or customary user of the mobile number registered with the Services and authorized to incur any message or data charges that may be charged by your carrier. Your participation in the Services is completely voluntary.

## **17. Communications and Agreement to be Contacted**

You agree that we may obtain, and you expressly agree to be contacted at, email addresses, mailing addresses, and phone numbers provided by you directly or obtained through other means. By voluntarily providing your contact information to the Company, you expressly agree to receive emails, telephone calls, including prerecorded voice messages and/or autodialed calls or text messages related to special offers, your account, any transaction with us, and/or your relationship with the Company. Consent to receive automated marketing calls/texts is not a condition of any rental, and you may opt out of receiving such automated communications at any time by contacting the Company. Please allow up to thirty (30) days to process any opt-out request. It is your sole obligation to notify the Company that you do not want to receive automated calls or text messages by following the instructions in this Section. You waive any rights to bring claims for unauthorized, unsolicited, or undesired calls or text messages by failing to opt-out immediately and in accordance with these opt-out instructions. Please note that if you opt out of automated calls/texts, we reserve the right to make non-automated calls/texts to you. You acknowledge that you may incur a charge for calls or text messages by your telephone carrier and that the Company is not responsible for these charges. You acknowledge that telephone calls to or from the Company may be monitored and recorded and you agree to such monitoring and recording. You verify that any contact information provided to the Company through the Services, including but not limited to your name, email address, and your mobile telephone number is true and accurate. You verify that you are the current subscriber or owner of any telephone number that you provide to the Company. Should any of your contact information change, you agree to notify the Company immediately by updating your contact information in the FINN app.

## **18. User Submissions**

*Solicited Submission Policy.* Where we have specifically invited or requested submissions or comments, we encourage you to submit content (e.g., comments to blog posts, participation in communities, tips, etc.) to the Company that you have created for consideration in connection with the app or the Services (“User Submissions”). By posting content on our app or otherwise submitting content, you expressly grant the Company a non-exclusive, perpetual, irrevocable, royalty-free, fully paid-up, worldwide, fully sub-licensable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, transmit, perform and display such content and your name, voice, and/or likeness as contained in your User Submission, in whole or in part, and in any form throughout the world in any media or technology, whether now known or hereafter discovered, including all promotion, advertising, marketing, merchandising, publicity and any other ancillary uses thereof, and including the unfettered right to sublicense such rights, in perpetuity throughout the universe. Any such User Submissions are deemed non-confidential and we shall be under no obligation to maintain the confidentiality of any information, in whatever form, contained in any User Submission. You represent and warrant that your User Submissions and all elements thereof are (i) owned or controlled solely and exclusively by you, you have prior written permission from the rightful owner of the content included in your User Submissions, or you are otherwise legally entitled to grant the Company all of the rights granted herein; and (ii) the Company’s use of your User Submissions as described or contemplated herein do not and will not infringe on the copyrights, trademark rights, publicity rights or other rights of any person or entity, violate any law, regulation or right of any kind whatsoever, or otherwise give rise to any actionable claim or liability, including, without limitation, rights of publicity and privacy, and defamation. Furthermore, you shall be solely responsible for your own User Submissions and the consequences of posting or publishing them.

*Inappropriate User Submissions.* We do not encourage, and do not seek, User Submissions that result from any activity that: (i) may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to you, to any other person, or to any animal; (ii) may create a risk of any other loss or damage to any person or property; or (iii) may constitute a crime or tort. You are prohibited from using the Services to post or send any unlawful, infringing, threatening, defamatory, libelous, obscene, pornographic or profane material or any material that infringes or misappropriates third party intellectual property or could constitute or encourage conduct that would be considered a criminal offense or otherwise violate any law. You agree that you have not and will not engage in any of the foregoing activities in connection with producing your User Submission. Without limiting the foregoing, you agree that in conjunction with your submission, you will not inflict emotional distress on other people, will not humiliate other people (publicly or otherwise), will not assault or threaten other people, will not enter onto private property without permission, will not impersonate any other person or misrepresent your affiliation, title, or authority, and will not otherwise engage in any activity that may result in injury, death, property damage, and/or liability of any kind. In addition to any remedies that we may have at law or in equity, if we determine, in our sole and absolute discretion, that you have violated or are likely to violate the foregoing prohibitions or any applicable rules or policies linked to in these Agreement, we may take any action we deem necessary to cure or prevent the violation, including, without limitation, rejecting any User Submissions, banning you from using the Services and/or the immediate removal of the related materials from the Services at any time without notice. We will fully cooperate with any law enforcement authorities or court order or subpoena requesting or directing us to disclose the identity of anyone posting such materials. If notified by you of a submission that allegedly violates any provision of this Agreement, the Company reserves the right to determine, in its sole and absolute discretion, if such a violation has occurred, and to remove any such submission from the Services at any time and without notice.

*User Published Content.* User Submissions do not represent the views of the Company, the Course, or any individual associated with the Company or the Course, and we do not control the content of User Submissions. In no event shall you represent or suggest, directly or indirectly, our endorsement of any User Submission. The Company does not vouch for the accuracy or credibility of any User Submission and does not take any responsibility or assume any liability for any actions you may take as a result of reviewing any such User Submission. Through your use of the Services, you may be exposed to content that you may find offensive, objectionable, harmful, inaccurate or deceptive. By using our Services, you assume all associated risks

## **19. Cancellation and Refund Policy**

The cancellation and refund procedure for any Product shall be as specified in the Rental Agreement for each Product. Failure to follow procedures set forth by the Company may result in an inability to process your cancellation or refund. No refund, replacement product or other credit or consideration will be given for any Product returned to the Company without following the Company’s procedures. We expressly disclaim any liability for any Products returned to us without following the procedures set forth by the Company, and you agree that failure to follow the procedures will constitute a waiver of any refund, replacement product or other credit or consideration that may otherwise be due to you.

## **20. Compliance with Laws.**

You assume all knowledge of applicable laws and are responsible for compliance with any such laws. You may not use the Services in any way that violates applicable state, federal, or international laws, regulations or other government

requirements. You further agree not to transmit any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national, or international law or regulation.

## **21. Copyright and Trademark Information**

All content included or available as part of the Services is the property of the Company and/or third parties protected by intellectual property rights.

You may not: republish material from the Services (including republication on another website); sell, rent or sub-license material from the Services; show any material from the Services in public; reproduce, duplicate, copy or otherwise exploit material from the Services for a commercial purpose; edit or otherwise modify any material from the Services; or redistribute material from the Services.

Any use of materials from the Services, including reproduction for purposes other than those noted above, modification, distribution, or replication, any form of data extraction or data mining, or other commercial exploitation of any kind, without prior written permission of an authorized officer of the Company is strictly prohibited. You agree that they will not use any robot, spider, or other automatic device, or manual process to monitor or copy our web pages or the content contained therein without prior written permission of an authorized officer of the Company.

The Services may not be used in connection with any product or service that is not provided by the Company, in any manner that is likely to cause confusion among users, or in any manner that disparages or discredits the Company.

Any other trademarks displayed as part of the Services are the trademarks of their respective owners and constitute neither an endorsement nor a recommendation of those third parties. In addition, such use of trademarks or links to the websites of third parties is not intended to imply, directly or indirectly, that those third parties endorse or have any affiliation with the Company.

The Company takes the protection of its copyright very seriously.

If the Company discovers that you have used its copyright materials in contravention of the license above, the Company may bring legal proceedings against you seeking monetary damages and an injunction to stop you using those materials. You could also be ordered to pay legal costs.

If you become aware of any use of the Company's copyright materials that contravenes or may contravene the license above, please report this by email to [help@finnscooters.com](mailto:help@finnscooters.com) or by contacting us through the "Contact Us" link on the website or app.

The Company will respond quickly to claims of copyright infringement related to the Services, according to the terms of the Digital Millennium Copyright Act of 1998 (DMCA) as found under United States law (17 USC. § 512). If you believe any of your copyrights are infringed by our content within the Services, please provide us with a written notice via mail, fax, or email that contains the following information:

- 1) An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- 2) A description of the copyrighted work that you claim has been infringed;
- 3) A description of where the material that you claim is infringing is located within the Services;
- 4) Your address, telephone number, and email address;
- 5) A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- 6) A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

We are only required to respond to those notices that substantially comply with the above requirements. We will investigate your claim and will notify you of the results of such investigation by the method of contact you used to file your notice with us.

## **22. Breaches of Terms of Use**

Without limiting the Company's other rights under this Agreement or at law or equity, if you breach this Agreement in any way, the Company may take such action as we deem appropriate to deal with the breach, including suspending your access to the Services, terminating your account, prohibiting you from accessing the Services, blocking computers using your IP address from accessing the Services, contacting your internet service provider to request that they block your access to the Services and/or bringing court proceedings against you.

## **23. Revisions, Amendments, or Modifications**

We reserve the right, at any time, to modify, alter, or update portions of these terms without prior notice. Modifications shall become effective immediately upon being posted. Your continued use of the Services after amendments are posted constitutes an acknowledgement and acceptance of the Agreement and its modifications. Except as provided in this paragraph, this Agreement may not be amended.

#### **24. Severability**

If a provision of this Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

#### **25. Entire Agreement**

This Agreement, together with the Privacy Policy and any Rental Agreement, constitute the entire agreement between you and the Company in relation to your use of the Services, and supersede all previous agreements in respect of your use of the Services.

#### **26. Law and Jurisdiction**

These terms and conditions will be governed by and construed in accordance with the laws of the State of Montana, without regard to its conflict of law provisions. Any disputes relating to these terms and conditions will be subject to the exclusive jurisdiction of the courts of Missoula County, Montana, and you consent to the personal jurisdiction of such court.

#### **27. Other Terms**

These terms control the relationship between the Company and you. They do not create any third-party beneficiary rights.

If you do not comply with these terms, and we do not take action right away or do not enforce this Agreement, this does not mean that we are giving up any rights that we may have (such as taking action in the future), and such failure to exercise any right or provision shall not constitute a waiver of such right or provision.

You agree that this Agreement and any other agreements referenced herein may be assigned by the Company, in our sole discretion. You may not assign your rights under this Agreement.

The following Sections survive as long as legally possible after any termination of this Agreement: Disclaimer of Warranties; Limitation of Liability; Indemnification, Law and Jurisdiction, Compliance with Laws, Copyright and Trademark Information, and any Section, or part thereof, which could reasonably be interpreted or inferred to be carried out or enforced after termination of this Agreement.

If you are a California resident, in accordance with Cal. Civ. Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

#### **28. Questions Regarding this Agreement**

If you have any questions about this Agreement, you may contact the Company at:

Sun Mountain Motor Sports, Inc.  
301 North 1<sup>st</sup> Street West  
Missoula, MT 59802  
Telephone: (406) 728-9224  
Email: [help@finnscooters.com](mailto:help@finnscooters.com)