

XPERDRIVER TERMS OF SERVICE

Effective February 25, 2022

What's covered in these terms

We know it's tempting to skip these Terms of Service, but it's important to establish what you can expect from us as you use XPERDRIVER services, and what we expect from you.

These Terms of Service reflect the way XPERDRIVER's business works, the laws that apply to our company, and certain things we've always believed to be true. As a result, these Terms of Service help define XPERDRIVER's relationship with you as you interact with our services. For example, these terms include the following topic headings:

- What you can expect from us, which describes how we provide and develop our services
- What we expect from you, which establishes certain rules for using our services
- Content in XPERDRIVER services, which describes the intellectual property rights to the content you find in our services — whether that content belongs to you, XPERDRIVER, or others
- In case of problems or disagreements, which describes other legal rights you have, and what to expect in case someone violates these terms

Understanding these terms is important because, by using our services, you're agreeing to these terms.

Besides these terms, we also publish a Privacy Policy. We encourage you to read it to better understand how you can update, manage, export, and delete your information.

Terms

Service provider

XPERDRIVER services are provided by, and you're contracting with:

XPERDRIVER LLC

organized under the laws of the State of Florida, USA, and operating under the laws of the USA

Age requirements

If you're under the age required to manage your own XPERDRIVER Account, you must have your parent or legal guardian's permission to use a XPERDRIVER Account. Please have your parent or legal guardian read these terms with you.

If you're a parent or legal guardian, and you allow your child to use the services, then these terms apply to you and you're responsible for your child's activity on the services.

Your relationship with XPERDRIVER

These terms help define the relationship between you and XPERDRIVER. Broadly speaking, we give you permission to use our services if you agree to follow these terms, which reflect how XPERDRIVER's business works and how we earn money. When we speak of "XPERDRIVER," "we," "us," and "our," we mean XPERDRIVER LLC and its affiliates.

What you can expect from us

Provide a broad range of useful services

We provide a broad range of services that are subject to these terms, including:

- apps and sites (like xperdriver.com)
- integrated services (like Maps embedded in other companies' apps or sites)
- devices (like XPERDRIVER GPS)

Many of these services also include content that you can stream or interact with.

Our services are designed to work together, making it easier for you to move from one activity to the next. For example, if your Calendar event includes an address, you can click on that address and Maps can show you how to get there.

Develop, improve, and update XPERDRIVER services

We're constantly developing new technologies and features to improve our services. For example, we use artificial intelligence and machine learning to provide you with simultaneous schedules. As part of this continual improvement, we sometimes add or remove features and functionalities, increase or decrease limits to our services, and start offering new services or stop offering old ones. When a service requires or includes downloadable software, that software sometimes updates automatically on your device once a new version or feature is available. Some services let you adjust your automatic update settings.

If we make material changes that negatively impact your use of our services or if we stop offering a service, we'll provide you with reasonable advance notice, except in urgent situations such as preventing abuse, responding to legal requirements, or addressing security and operability issues.

What we expect from you

Follow these terms and service-specific additional terms

The permission we give you to use our services continues as long as you comply with:

- **these terms**

You also agree that our Privacy Policy applies to your use of our services. Additionally, we provide resources like the Copyright Help Center, Safety Center, and descriptions of our technologies from our policies site to answer common questions and to set expectations about using our services.

Although we give you permission to use our services, we retain any intellectual property rights we have in the services.

Respect others

We want to maintain a respectful environment for everyone, which means you must follow these basic rules of conduct:

- comply with applicable laws, including export control, sanctions, and human trafficking laws
- respect the rights of others, including privacy and intellectual property rights
- don't abuse or harm others or yourself (or threaten or encourage such abuse or harm) — for example, by misleading, defrauding, illegally impersonating, defaming, bullying, harassing, or stalking others
- don't abuse, harm, interfere with, or disrupt the services — for example, by accessing or using them in fraudulent or deceptive ways, introducing malware, or spamming, hacking, or bypassing our systems or protective measures.

If you find that others aren't following these rules, many of our services allow you to report abuse.

Permission to use your content

Some of our services are designed to let you upload, submit, store, send, receive, or share your content. You have no obligation to provide any content to our services and you're free to choose the content that you want to provide. If you choose to upload or share content, please make sure you have the necessary rights to do so and that the content is lawful.

License

Your content remains yours, which means that you retain any intellectual property rights that you have in your content. For example, you have intellectual property rights in the creative content you make, such as reviews you write. Or you may have the right to share someone else's creative content if they've given you their permission.

We need your permission if your intellectual property rights restrict our use of your content. You provide XPERDRIVER with that permission through this license.

What's covered

This license covers your content if that content is protected by intellectual property rights.

What's not covered

This license doesn't affect your privacy rights — it's only about your intellectual property rights

This license doesn't cover these types of content:

publicly-available factual information that you provide, such as corrections to the address of a local business. That information doesn't require a license because it's considered common knowledge that everyone's free to use.

feedback that you offer, such as suggestions to improve our services. Feedback is covered in the Service-related communications section below.

Scope

This license is:

worldwide, which means it's valid anywhere in the world

non-exclusive, which means you can license your content to others

royalty-free, which means there are no monetary fees for this license

Rights

This license allows XPERDRIVER to:

- host, reproduce, distribute, communicate, and use your content — for example, to save your content on our systems and make it accessible from anywhere you go
- publish, publicly perform, or publicly display your content, if you've made it visible to others
- modify and create derivative works based on your content, such as reformatting or translating it
- sublicense these rights to:
 - other users to allow the services to work as designed, such as enabling you to share photos with people you choose
 - our contractors who've signed agreements with us that are consistent with these terms, only for the limited purposes described in the Purpose section below

Purpose

This license is for the limited purpose of:

- operating and improving the services, which means allowing the services to work as designed and creating new features and functionalities. This includes using automated systems and algorithms to analyze your content:
- for spam, malware, and illegal content
- to recognize patterns in data, such as determining the best route
- to customize our services for you, such as providing recommendations

This analysis occurs as the content is sent, received, and when it is stored.

- using content you've shared publicly to promote the services. For example, to promote a XPERDRIVER app, we might quote a review you wrote. Or to promote XPERDRIVER Play, we might show a screenshot of the app you offer in the Play Store.

- developing new technologies and services for XPERDRIVER consistent with these terms

Duration

This license lasts for as long as your content is protected by intellectual property rights.

If you remove from our services any content that's covered by this license, then our systems will stop making that content publicly available in a reasonable amount of time. There are two exceptions:

- If you already shared your content with others before removing it. For example, if you shared a photo with a friend who then made a copy of it, or shared it again, then that photo may continue to appear in your friend's XPERDRIVER Account even after you remove it from your XPERDRIVER Account.
 - If you make your content available through other companies' services, it's possible that search engines, will continue to find and display your content as part of their search results.
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Using XPERDRIVER services

Your XPERDRIVER Account

You can create a XPERDRIVER Business Account for your convenience.

You're responsible for what you do with your XPERDRIVER Account, including taking reasonable steps to keep your XPERDRIVER Account secure.

Using XPERDRIVER services on behalf of an organization or business

Many organizations, such as businesses, non-profits, and schools, take advantage of our services. To use our services on behalf of an organization:

- an authorized representative of that organization must agree to these terms
- your organization's administrator may assign a XPERDRIVER Account to you. That administrator might require you to follow additional rules and may be able to access or disable your XPERDRIVER Account.

Service-related communications

To provide you with our services, we sometimes send you service announcements and other information. To learn more about how we communicate with you, see XPERDRIVER's Privacy Policy.

If you choose to give us feedback, such as suggestions to improve our services, we may act on your feedback without obligation to you.

Content in XPERDRIVER services

Your content

Some of our services give you the opportunity to make your content publicly available — for example, you might post a product or restaurant review that you wrote, or you might upload a blog post that you created.

- See the Permission to use your content section for more about your rights in your content, and how your content is used in our services
- See the Removing your content section to learn why and how we might remove user-generated content from our services

XPERDRIVER content

Some of our services include content that belongs to XPERDRIVER — for example, many of the visual illustrations you see in XPERDRIVER Maps. You may use XPERDRIVER's content as allowed by these terms and any intellectual property rights that we have in our content. Don't remove, obscure, or alter any of our branding, logos, or legal notices.

Other content

Finally, some of our services give you access to content that belongs to other people or organizations — for example, a store owner's description of their own business, or a newspaper article displayed in XPERDRIVER News. You may not use this content without that person or organization's permission, or as otherwise allowed by law. The views expressed in other people or organizations' content are theirs, and don't necessarily reflect XPERDRIVER's views.

Software in XPERDRIVER services

Some of our services include downloadable software. We give you permission to use that software as part of the services.

The license we give you is:

- worldwide, which means it's valid anywhere in the world
- non-exclusive, which means that we can license the software to others
- royalty-free, which means there are no monetary fees for this license
- personal, which means it doesn't extend to anyone else
- non-assignable, which means you're not allowed to assign the license to anyone else
- Some of our services include software that's offered under open source license terms that we make available to you. Sometimes there are provisions in the open source license that explicitly override parts of these terms, so please be sure to read those licenses.

You may not copy, modify, distribute, sell, or lease any part of our services or software.

In case of problems or disagreements

Warranty disclaimer

We built our reputation on providing useful, reliable services and we're continuously improving our services to meet your needs. However, for legal purposes, we offer our services without warranties. The law requires that we explain this using specific legal language and that we use capital letters to help make sure you see it, as follows:

TO THE EXTENT ALLOWED BY APPLICABLE LAW, WE PROVIDE OUR SERVICES "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. FOR EXAMPLE, WE DON'T MAKE ANY WARRANTIES ABOUT THE CONTENT OR FEATURES OF THE SERVICES, INCLUDING THEIR ACCURACY, RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS.

Liabilities

For all users

Both the law and these terms try to strike a balance as to what you or XPERDRIVER can claim from the other in case of problems. That's why the law allows us to limit certain liabilities — but not others — under these terms.

These terms only limit our responsibilities as allowed by applicable law. These terms don't limit liability for gross negligence or willful misconduct.

To the extent allowed by applicable law:

- XPERDRIVER is liable only for its breaches of these terms.
- XPERDRIVER isn't liable for:
 - loss of profits, revenues, business opportunities, goodwill, or anticipated savings
 - indirect or consequential losses
 - punitive damages

XPERDRIVER's total liability arising out of or relating to these terms is limited to the greater of (1) \$200 or (2) the fees paid to use the relevant services in the 12 months before the dispute

For business users and organizations only

If you're a business user or organization:

- To the extent allowed by applicable law, you'll indemnify XPERDRIVER and its directors, officers, employees, and contractors for any third-party legal proceedings (including actions by government authorities) arising out of or relating to your unlawful use of the services or violation of these terms. This indemnity covers any liability or expense arising from claims, losses, damages, judgments, fines, litigation costs, and legal fees.
- If you're legally exempt from certain responsibilities, including indemnification, then those responsibilities don't apply to you under these terms. For example, the United Nations enjoys certain immunities from legal obligations and these terms don't override those immunities.

Taking action in case of problems

Before taking action as described below, we'll provide you with advance notice when reasonably possible, describe the reason for our action, and give you an opportunity to fix the problem, unless doing so would:

- cause harm or liability to a user, third party, or XPERDRIVER
- violate the law or a legal enforcement authority's order
- compromise an investigation
- compromise the operation, integrity, or security of our services

Removing your content

If any of your content (1) breaches these terms, (2) violates applicable law, or (3) could harm our users, third parties, or XPERDRIVER, then we reserve the right to take down some or all of that content in accordance with applicable law. Examples include child pornography, content that facilitates human trafficking or harassment, terrorist content, and content that infringes someone else's intellectual property rights.

Suspending or terminating your access to XPERDRIVER services

XPERDRIVER reserves the right to suspend or terminate your access to the services or delete your XPERDRIVER Account if any of these things happen:

- you materially or repeatedly breach these terms
- we're required to do so to comply with a legal requirement or a court order
- your conduct causes harm or liability to a user, third party, or XPERDRIVER — for example, by hacking, phishing, harassing, spamming, misleading others, or scraping content that doesn't belong to you

If you believe your XPERDRIVER Account has been suspended or terminated in error, you can appeal.

Of course, you're always free to stop using our services at any time.

Settling disputes, governing law, and courts

For information about how to contact XPERDRIVER, please contact us.

Florida law will govern all disputes arising out of or relating to these terms, or any related services, regardless of conflict of laws rules. These disputes will be resolved exclusively in the federal or state courts of Florida, USA, and you and XPERDRIVER consent to personal jurisdiction in those courts.

About these terms

By law, you have certain rights that can't be limited by a contract like these terms of service. These terms are in no way intended to restrict those rights.

These terms describe the relationship between you and XPERDRIVER. They don't create any legal rights for other people or organizations, even if others benefit from that relationship under these terms.

We want to make these terms easy to understand, so we've used examples from our services. But not all services mentioned may be available in your country.

If it turns out that a particular term is not valid or enforceable, this will not affect any other terms.

If you don't follow these terms and we don't take action right away, that doesn't mean we're giving up any rights that we may have, such as taking action in the future.

We may update these terms (1) to reflect changes in our services or how we do business — for example, when we add new services, features, technologies, pricing, or benefits (or remove old ones), (2) for legal, regulatory, or security reasons, or (3) to prevent abuse or harm.

If we materially change these terms, we'll provide you with reasonable advance notice and the opportunity to review the changes, except (1) when we launch a new service or feature, or (2) in urgent situations, such as preventing ongoing abuse or responding to legal requirements. If you don't agree to the new terms, you should remove your content and stop using the services. You can also end your relationship with us at any time by closing your XPERDRIVER Account.

DEFINITIONS

affiliate

An entity that belongs to the XPERDRIVER group of companies, which means XPERDRIVER LLC and its subsidiaries.

business user

An individual or entity who is not a consumer (see consumer).

consumer

An individual who uses XPERDRIVER services for personal, non-commercial purposes outside of their trade, business, craft, or profession. (See business user)

copyright

A legal right that allows the creator of an original work (such as a blog post, photo, or video) to decide if and how that original work may be used by others, subject to certain limitations and exceptions (such as "fair use" and "fair dealing").

disclaimer

A statement that limits someone's legal responsibilities.

indemnify or indemnity

An individual or organization's contractual obligation to compensate the losses suffered by another individual or organization from legal proceedings such as lawsuits.

intellectual property rights (IP rights)

Rights over the creations of a person's mind, such as inventions (patent rights); literary and artistic works (copyright); designs (design rights); and symbols, names, and images used in commerce (trademarks). IP rights may belong to you, another individual, or an organization.

liability

Losses from any type of legal claim, whether the claim is based on a contract, tort (including negligence), or other reason, and whether or not those losses could have been reasonably anticipated or foreseen.

organization

A legal entity (such as a corporation, non-profit, or school) and not an individual person.

trademark

Symbols, names, and images used in commerce that are capable of distinguishing the goods or services of one individual or organization from those of another.

warranty

An assurance that a product or service will perform to a certain standard.