

'Vapross Inc.' Terms of Use

Last Updated: February 28, 2023

Customers can use "Vapross Inc" to find and work with repair service providers (also known as "Service Providers" collectively). Your responsibilities for using the "Vapross Inc" website, mobile applications, and services are outlined in the following Conditions of Use.

CONSENT TO TERMS

The "Sites and Services" (collectively, "Sites and Services"), which include the "Vapross Inc" Breakdown Directory, are owned and operated by our company and may only be accessed and used by you in accordance with the Terms of Use set forth below ("Terms of Use"). The "Vapross Inc" Internet site, which is accessible at (insert company website and mobile application), all related sites and mobile applications, and the various content, features, and services offered on and in connection with

PLEASE CAREFULLY READ THESE TERMS OF USE. YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS BY ACCESSING, DOWNLOADING, OR USING ANY OF THE SITES OR SERVICES. YOU MAY NOT ACCESS OR USE THE SITES OR SERVICES IF YOU DO NOT AGREE TO ALL THE TERMS AND CONDITIONS.

CHANGES TO THE TERMS OF USE

'Vapross Inc.' may, in its sole discretion, amend these Terms of Use at any time, with or without further notice to you, and such modification shall be effective upon publishing the updated Terms of Use on and in connection with the Sites and Services. To get timely notification of such changes, it is your responsibility to frequently monitor the information posted on the Sites and Services. If you do not agree to the modified terms, you agree to discontinue using the sites and services right away and to request that "Vapross Inc." remove your name from any mailing lists or other communication lists that you may have access to as a result of using the sites and services. YOU AGREE TO BE BOUND BY THE MODIFIED TERMS OF USE IF YOU CONTINUE TO USE THE SITE AND SERVICES AFTER SUCH POSTING (OR OTHER NOTIFICATION, IF ANY).

ACCESSING THE WEBSITE AND SERVICES

Authorized users are granted a nonexclusive, nontransferable, non-sublicensable, terminable license by "Vapross Inc" to access and use the Sites and Services for their own use, provided that they fully comply with these Conditions of Use. Without the express written approval of "Vapross Inc.," you undertake not to access, reproduce, duplicate, copy, sell, resell, modify, distribute, transmit, or otherwise exploit the Sites or Services or any of its content for any purpose other than your own use and as set forth in these Terms of Use. We may alter, update, suspend or discontinue the Sites and Services, in whole or in part, at our absolute discretion for any or no reason, at any time and with or without notice. Any such change, update, suspension, or discontinuation shall not give rise to any liability on the part of our firm to any User or other third party.

USER Activities

You agree not to use the Sites and Services for any illegal or prohibited purpose that is not reasonably intended by "Vapross Inc" as a condition of your access to and access to any ratings, reviews, messages, information, data, text, pictures, audio files, audiovisual works, or any other materials on the services and websites; and your use of the sites and services; (collectively, the "Content"). You agree not to, for purposes of illustration only and not as a limitation

1. disobey the terms of this agreement, any other agreements you may have with "Vapross Inc," all applicable local, state, national, and international laws, as well as any laws-enforcing rules and regulations;
2. make use of the websites and services in any way that is against the law or that violates the rights of any third party, including but not limited to transmitting content that might violate their publicity rights, contract obligations, fiduciary duties, or intellectual property rights;
3. use the websites, services, or content for any illegal or prohibited purposes, such as those related to business, politics, religion, or any other type of solicitation; this includes posting or sending any content containing such things as ads, marketing materials, junk mail, or other forms of solicitation;
4. without the prior written consent of "Vapross Inc.," such consent may be withheld by us in our sole discretion, reproduce, duplicate, replicate, modify, sell, resell or exploit any Content or the Sites and Services for any commercial, educational, or any other non-personal purpose;
5. interfere with or attempt to interfere with the proper functioning of the Sites and Services or any activities carried out on the Sites and Services, post irrelevant Content, repeatedly post the same or similar Content, or otherwise impose an unreasonable or disproportionately large load on our infrastructure;
6. misrepresent a relationship with any person or entity, including misrepresenting a relationship with "Vapross Inc.," or otherwise attempt to deceive others as to the identity of the sender or the origin of a submission, review, or rating; harass, threaten, intimidate, impersonate, or attempt to impersonate, any other person; falsify your contact or other information;
7. Willfully offering or submitting inaccurate or deceptive information;
8. If you are under the age of eighteen (18), use the websites and services;
9. Take any action that could impair the Sites' and Services' accuracy;
10. Make an attempt to gain unauthorized access to the Sites, other user accounts, or other computer systems or networks connected to the Sites;
11. Utilize the websites and services in any way that would infringe upon "Vapross Inc" rights or the rights of other website and service users;
12. Attempt to use hacking, password "mining," or any other illegal or unauthorized method to gain unauthorized access to any system or feature of the Sites and Services, or to any other systems or networks connected to the Sites and Services, or to any server used by "Vapross Inc." This includes attempting to obtain any other user's password, account, or other private information;
13. You may not exchange, sell, or otherwise transfer your account. or your obligations or rights under these terms and conditions;
14. Access, download, monitor, or copy any information on our Sites and Services through artificial means (including but not limited to use a robot, scraper, or other device).
15. Transmit or submit any transmission or other materials that are encrypted or that contain viruses, Trojan horses, worms, time bombs, spiders, cancel bots, or other computer

programming routines that are designed to overload the Sites and Services or are likely to harm, interfere with, interrupt, impair, or otherwise harm the Sites and Services.

16. Probe, scan, or test the vulnerability of any network linked to the Sites and Services or of the Sites and Services themselves, nor violate any security or authentication measures in place on the Sites and Services or on any such network. You may not use the Sites and Services or any service or information made available or offered by or through the Sites and Services in any way where revealing any information, which is not restricted to personal identifying or information not provided by you, is the goal. You may not reverse look-up, trace, or seek to trace any information on any other user of the Sites and Services, or any other customer of "Vapross Inc.," including any account not owned by you, to its source.

SERVICES PROVIDED BY 'Vapross Inc.'

While using, accessing, or purchasing specific services or features of the Sites and Services, you agree to be bound by any stated agreements, guidelines, or rules that may be posted from time to time. All such agreements, guidelines, or rules are hereby included into the Conditions of Use by reference.

INFORMATION ON REGISTRATION

We may ask that you register an account to use or access some portions of the Sites and Services and use certain products and features. To access and use your account, we may require you to submit login information such as a username and password. As a condition of using the Sites and Services, you undertake to (a) provide 'Vapross Inc.' with true, accurate, current, and complete information when registering for or using the Sites and Services, and (b) The veracity, accuracy, and completeness of such material should be updated and maintained, You are solely responsible for any activities that occur under your username and password and are responsible for maintaining the secrecy of any password or other account information that is not widely available to others. While there are some legal reasons for creating several accounts, doing so in a serial or overlapping manner may result in account termination. If you have any issues about managing numerous accounts, please contact (INSERT COMPANY CONTACT INFORMATION).

SUBMISSION OF CONTENT

Before contributing any Content or other items to the websites or services, you must first agree to the following:

1. You grant us a royalty-free, perpetual, irrevocable, global, nonexclusive, transferable, and sublicensable license to use, reproduce, duplicate, adapt, modify, combine, distribute, publicly display, create derivative works from, and incorporate such Content into other works.
2. All the rights necessary to publish or prevent the publication of your identity and residence in connection with your Content are granted to "Vapross Inc." accept that this license cannot be terminated by you after your content is posted to the sites and services, and that the content may be sublicensed through numerous tiers;
3. You give us the authority to enjoin others from later collecting, displaying, copying, duplicating, reproducing, distributing, or otherwise using your Content;
4. You give us the authority to enjoin others from later collecting, displaying, copying, duplicating, reproducing, distributing, or otherwise using your Content;
5. You affirm and warrant that you are the sole owner of, or that you have obtained all rights necessary to for you, Vapross Inc., and others to use the content you have contributed for the purposes set forth in these Conditions of Use;
6. You affirm and warrant that, if any, any individuals identified, portrayed, or otherwise shown in your content (including, if a minor, the child's parent or legal guardian) have given their consent for the use of the content in accordance with these terms and conditions;
7. Your ratings and reviews are entirely your responsibility;

8. We may, in our sole discretion, choose to remove or not remove reviews and ratings once they have been published;
9. You alone are accountable for your critiques and ratings;
10. All of your evaluations and ratings will be based on either (i) your real first-hand experiences with the Service Providers you are reviewing; or (ii) your research.
11. You agree to provide accurate, sincere, and comprehensive evaluations and ratings of the Service Providers you are evaluating;
12. You do not hold any positions of employment or board memberships with any of the Service Providers that you provide evaluations and ratings, you are not related to any of the Service Providers for which you submit reviews and ratings (by blood, adoption, or marriage, if the Service Provider is an individual);
13. You did not get payment in any kind for your evaluations or ratings;
14. You won't submit reviews that criticize other users or their reviews;
15. You won't submit reviews that contain hyperlinks;
16. Neither "Vapross Inc." nor any of its officers, managers, owners, employees, agents, designees, or other users are represented by the reviews and ratings you submit.

CONTENT PUBLICATION AND DISTRIBUTION

'Vapross Inc.' does not guarantee the accuracy, integrity, quality, or suitability of any Content provided to or through the Service. You agree that our company just serves as a passive conduit and an interactive computer service provider for the publication and dissemination of Content, as well as for the publication and distribution of any content uploaded by Service Providers in response to Content ("Service Provider Content"). You acknowledge that all Content and Service Provider Content posted on, transmitted over, or linked from the Service is solely the responsibility of the person from whom such Content originated. You acknowledge that 'Vapross Inc.' has no control over, and is not responsible for, the Content or Service Provider Content made available through the Service, and that by using the Service, You may be exposed to Content that is inaccurate, deceptive, or offensive. You agree to analyze and make Your own decisions, as well as bear all risks associated with the use of any Content and Service Provider Content.

You further agree that our company is under no responsibility to check, preview, monitor, or authorize any Content or Service Provider Content, or any Content posted or submitted by any other company member or Service Provider. 'Vapross Inc.', on the other hand, retains the right to evaluate and delete any Content that, in its sole discretion, breaches the terms and conditions of this Agreement. By using the Service, You acknowledge that it is completely YOUR RESPONSIBILITY to assess the use, correctness, usefulness, completeness, or appropriateness of any Content that You submit, receive, access, transmit, or otherwise convey through the Service. Our company will not be liable in any way for any Content or Service Provider Content, including but not limited to any. For any loss or damage of any kind resulting from the use of any Content or Network Operator Content submitted, accessed, transferred, or otherwise communicated via the Service, or for any Subject matter or Service Provider Content that includes any errors, omissions, defamatory statements, confidential or private information,. You waive your right to pursue or assert any claim against 'Vapross Inc.' relating to Content or Service Provider Content, and you release 'Vapross Inc.' from any liability for or relating to any Content or Service Provider Content.

However, you may report Material that you believe violates these Conditions of Use or is otherwise illegal by sending an email to (insert firm email address) (for copyright complaints, please see below). Please keep in mind that you may be held accountable for damages (including expenses and attorneys' fees) for making false statements. If you are uncertain if a conduct is unlawful, we recommend getting guidance of an attorney.

You agree that 'Vapross Inc.' may establish general practices, policies, and limits concerning the use of the Sites and Services, which may or may not be published, including, without limitation, the time that reviews and ratings will be retained, the maximum number of reviews and ratings that may be sent from an account, the length of reviews and ratings sent, and the maximum number of times and maximum duration for which you may access the Sites and Services. You acknowledge that 'Vapross Inc.' is not liable or responsible for the deletion or failure to store any Content or other materials maintained or transmitted by or via the Sites and Services. You accept that our firm has the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

PROVIDERS OF SERVICES

'Vapross Inc.' does not endorse and is not responsible or liable for any Content, data, advertising, products, commodities or services available or unavailable from, or via, any third party or Service Provider. You agree that if you use or rely on such Content, data, advertisement, products, goods, or services, whether available or unavailable from or through any third party or Service Provider, our company will not be responsible or liable, either indirectly or directly, for any damage or loss caused or alleged to be caused by or in connection with such use or reliance. Your interactions with, or participation in, any Service Provider's promotions, as well as any other terms, conditions, representations, or warranties connected with such dealings, are solely between you and such Service Provider. Before recruiting or engaging Service Providers, you should conduct whatever research or use whatever other resources you feel necessary or suitable.

Third parties and Service Providers may link to or otherwise direct Internet users to our Sites and Services in order to use one or more of the services we provide on others' behalf. In addition, we may provide links to third-party or Service Provider websites or otherwise direct you to them. We have no control over or responsibility for any third-party or Service Provider websites. Any information you supply to these third party or Service Provider websites while on these third party or Service Provider websites is subject to their respective policies, not our policies. It is your obligation to evaluate the policies of any third parties or Service Providers, including any relevant privacy policies. You acknowledge that 'Vapross Inc.' is not responsible or liable for, and does not endorse, any content, advertising, products, or services available on or through these third-party websites, or your use or inability to use such websites. 'Vapross Inc.' makes no representations or assurances regarding the security of any information (including, without limitation, credit card and other personal information) that you may be asked to provide to any third party or Service Provider sites. These third-party or Service Provider websites are used at your own risk.

You agree that 'Vapross Inc.' is not responsible for any Service Provider's accessibility or unavailability, or for your interactions and dealings with them, that you waive the right to bring or assert any claim against our company relating to any interactions or dealings with any Service Provider, and that you release 'Vapross Inc.' from any and all liability for or relating to any interactions or dealings with Service Providers. Without limiting the foregoing, your correspondence or business dealings with third parties or Service Providers found on or through the use of the Sites and Services, including payment for and delivery or fulfillment of related goods or services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and such third party. You agree that 'Vapross Inc.' will not be held accountable, directly or indirectly, for any loss or damage of any kind incurred as a consequence of any such interactions or the presence of such third parties or Service Providers on the company Sites and Services.

COPYRIGHTS AND TRADEMARKS

'Vapross Inc.', and other Sites and Services visuals, logos, designs, page headers, button icons, scripts, and service names are the trademarks or trade dress in the U.S. and/or other countries.

These trademarks and trade dress may not be used in any way that is likely to cause confusion, including as part of trademarks and/or as part of domain names, keyword ads, or email addresses, or in connection with any product or service.

You should presume any Content and material made available on the Sites and Services is protected by copyright law. Aside from user-submitted Content, all other materials and information on the Sites and Services, including but not limited to text, graphics, logos, icons, images, audio and video clips, downloads, data compilations, and software, are the sole property of 'Vapross Inc.' and/or its licensors and are protected by all United States and international copyright laws.

Notices

You agree that 'Vapross Inc.' may send you any notices required by these Terms of Service via electronic mail, normal mail, or by posting the notices on the Site. Any notices to our company will be provided by either sending: (i) an email to (insert company information email); or (ii) a letter, first class certified mail, to (insert company information email) (Insert company address). Such notices will be deemed sent upon certification of delivery or two (2) business days after being sent, whichever occurs first.

In compliance with the Digital Millennium Copyright Act of 1998, Title 17 of the United States Code, Section 512 ("DMCA"), 'Vapross Inc.' will respond quickly to claims of copyright or trademark infringement.

If you are a copyright or trademark owner (or have the authority to act on behalf of a copyright or trademark owner) and believe that Your work's copyright or trademark has been infringed, please notify us by providing written notification of claimed infringement that includes substantially the following:

1. The written or electronic signature of a representative duly appointed by the holder of the allegedly violated exclusive right;
2. a description of the allegedly infringing work or trademark, or, in the case of several infringing works or trademarks at a single website, a representative list of those works at that website;
3. A description of the allegedly offensive content that needs to be taken down or blocked access to, along with information that is reasonably necessary to help us find it;
4. Details that will allow us to reasonably contact you, such as your address, phone number, and, if available, an email address where we can reach you;
5. declaration that the information in the notification is accurate and, under penalty of perjury, that you are legally authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
6. a statement that You have a genuine belief that the consumption of the material in the manner complained of is not authorized by the copyright or trademark owner, its agent, or the law;

In accordance with the DMCA, "Vapross Inc." will look into complaints of copyright and trademark infringement and take necessary action. Requests that don't adhere to this process might not get a response.

DELAYS AND ACCESSIBILITY

The Sites and Services could encounter restrictions, hold-ups, failures, and other issues unique to using the Internet and electronic communications. Any delays, failures, or other harm brought on by such issues are not the responsibility of our organization.

USER SUGGESTIONS

'Vapross Inc.' values your feedback and those of our other users, and we look forward to reading your comments on our sites and services. Thoughtful thoughts, ideas, or resources other than what we have specifically asked are not permitted by our policy, so please be aware of this. Although we do value your feedback on our sites and services, we ask that you be explicit in your criticism of our offerings and refrain from sending any original ideas, materials, or suggestions. If, despite our request, you offer us imaginative thoughts, ideas, drawings, concepts, or other information, these submissions will become "Vapross Incorporate."

Furthermore, none of the Submissions will be subjected to any confidentiality obligations, and neither our firm nor the Submissions themselves will be held liable for any subsequent use or disclosure of the Submissions.

Representations and Warranties

You agree that "Vapross Inc" has no control over, and is not obligated to take any action with respect to, which users have access to or use the Sites and Services, what impact the content on or associated with the Sites and Services may have on you, how you may use or interpret the content associated with the Sites and Services, or what actions you may take as a result of having been exposed to the content associated with the Sites and Services. By using the Sites and Services, you absolve "Vapross Inc" of all responsibility for any content or information you may or may not have obtained. The Sites and Services might point you toward websites with content that some people might find offensive or inappropriate, or they themselves may contain such content. 'Vapross Inc.' makes no warranties or representations about any content included in or accessible through the Sites and Services, and our company will not be held accountable or responsible for the truthfulness, legality, or morality of any information contained in or made available through the Sites and Services. As for the correctness, completeness, timeliness, or reliability of the information, "Vapross Inc" offers no guarantees or warranties, either express or implied, and disclaims all liability for any errors or omissions therein.

YOU USE THE WEBSITES AND SERVICES AT YOUR OWN RISK.

THE SITES AND SERVICES ARE PROVIDED ON AN 'AS IS, AS AVAILABLE' BASIS WITHOUT WARRANTY OF ANY KIND AND ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT ARE SPECIFICALLY DISCLAIMED. 'Vapross Inc.' ITS AFFILIATES, EMPLOYEES, AGENTS OR THIRD- PARTY CONTENT PROVIDERS ARE NOT RESPONSIBLE FOR ANY LOSS CAUSED BY THE USE OR INABILITY OF USING THE MATERIAL OR INFORMATION ON OR IN LINK WITH THE WEBSITES AND SERVICES, WHICH INCLUDES BUT IS NOT LIMITED TO ANY LOSS OR PROFITS, DAMAGE OR LOSS OF INFORMATION, OR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, COMPENSATORY, OR INCIDENTAL DAMAGES, EVEN IF THEY HAVE BEEN TOLD OF THE POSSIBILITY OF SUCH DAMAGES. THIS DISCLAIMER IS APPLICABLE TO ANY DAMAGE OR INJURY RESULTING FROM NEGLIGENCE OR OMISSION OF 'Vapross Inc.', A COMPUTER VIRUS OR ANOTHER SIMILAR ITEM, A TELECOMMUNICATIONS ERROR, OR UNLICENSED ACCESS TO, OR USE OF, User Data Via THEFT AND/OR OTHER METHODS. THE WEBSITES AND SERVICES ARE NOT RESPONSIBLE FOR THE CRIMINAL, TORTIOUS, OR NEGLIGENT BEHAVIORS OR ACTIONS OF THIRD PARTIES, ACCORDING TO OUR COMPANY. ANY TORTIOUS OR ILLEGAL CONDUCT OF OTHER USERS SHALL NOT BE THE LIABILITY OF "Vapross Inc.", ANY OF ITS MEMBERS, DIRECTORS, AFFILIATES, AFFILIATES, EMPLOYEES, ASSIGNS, OR THIRD PARTY CONTENT PROVIDERS. ANY DAMAGE TO USER EQUIPMENT, HARDWARE, OR OTHER PROPERTY OR PERSONAL INJURY RESULTING FROM USE OF THE SITES OR SERVICES WILL NOT BE THE LIABILITY OF OUR COMPANY, ITS AFFILIATES, AGENTS, EMPLOYEES, OR ASSIGNS. AT YOUR OWN DISCRETION AND RISK, YOU MAY ACCESS, DOWNLOAD, OR OTHERWISE GET MATERIALS THROUGH THE USE OF THE SITES AND SERVICES. YOU ARE SOLELY ACCOUNTABLE FOR ANY HARM TO YOUR COMPUTING DEVICE OR DATA

LOSS THAT RESULTS FROM THE USE OF ANY SUCH MATERIALS.

ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM 'Vapross Inc.' OR THROUGH OR FROM THE SITES AND/OR SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE TERMS, 'Vapross Inc.' DOES NOT REPRESENT OR WARRANT THAT (I) THE SITES AND/OR SERVICES WILL MEET YOUR REQUIREMENTS, (II) THE SITES AND/OR SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITES AND/OR SERVICES WILL BE ACCURATE OR RELIABLE, (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SITES WILL MEET YOUR EXPECTATIONS, AND (V) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED. YOU ACKNOWLEDGE THAT OCCASIONALLY WE MAY SUSPEND THE SERVICE FOR INDEFINITE PERIODS OF TIME OR TERMINATE IT AT ANY TIME, WITH NO PRIOR NOTICE TO YOU.

THE ABOVE EXCLUSION OF IMPLIED WARRANTIES MAY NOT APPLY TO YOU BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES.

BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, 'Vapross Inc.' SHOULD BE LIMITED TO THE PERMITTED LEVEL AUTHORIZED BY LAW.

'Vapross Inc.' SHALL USE REASONABLE EFFORTS TO PROTECT INFORMATION SUBMITTED BY YOU IN CONNECTION WITH THE SERVICES, BUT YOU ACKNOWLEDGE AND AGREE THAT YOUR SUBMISSION OF SUCH INFORMATION IS AT YOUR SOLE RISK, AND 'Vapross Inc.' HEREBY DISCLAIMS ANY AND ALL LIABILITY TO YOU FOR ANY LOSS OR LIABILITY RELATING TO SUCH INFORMATION IN ANY WAY.

The behavior of other users, the effects that Content might have on you, how you might interpret or utilize Content, or the actions you might take as a result of having been exposed to Content are all things that "Vapross Inc." has no control over and is under no obligation to address. You absolve "Vapross Inc." of any responsibility for any Content you may have or may not have obtained through the Sites and Services. "Vapross Inc." makes no warranties or claims about any Content, including its accuracy, that is included on or accessible through the Sites and Services, and our firm will not be held accountable or liable for the content's accuracy, copyright compliance, legality, or despicability.

Links to other Internet resources or websites may be displayed on the Sites and Services. You acknowledge and agree that "Vapross Inc" is not responsible for the availability of any such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources due to the fact that our company has no control over them.

Furthermore, you acknowledge and agree that "Vapross Inc" will not be accountable or responsible, either directly or indirectly, about any harm or expense of any kind incurred as a result of the use of any product, service, or information given access on or via any such website or resource.

Indemnity

You agree to hold 'Vapross Inc.', its officers, managers, owners, employees, agents, designees,

users, successors, assigns, service providers, and suppliers harmless from and against any and all losses, liabilities, expenses, damages, claims, demands, and costs, including reasonable attorneys' fees and court costs, resulting from or arising out of: (a) any violation by you of these Terms of Use; (b) any inaccurate or untruthful Content or other information provided by you; or The complete responsibility for any such harm or claim defense shall rest with "Vapross Inc."

Limitation of liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT 'Vapross Inc.' WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, COMPENSATORY, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF 'Vapross Inc.' HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) (COLLECTIVELY, "DAMAGES"), RESULTING FROM: (A) THE USE OR INABILITY TO USE THE SERVICE; (B) THE COST OF ANY GOODS AND/OR SERVICES PURCHASED OR OBTAINED AS A RESULT OF THE USE OF THE SERVICE; (C) DISCLOSURE OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR INFORMATION OR CONTENT; (D) CONTENT YOU SUBMIT, RECEIVE, ACCESS, TRANSMIT OR OTHERWISE CONVEY THROUGH THE SERVICE; (E) STATEMENTS OR CONDUCT OF ANY SERVICE PROVIDERS OR OTHER THIRD PARTY THROUGH THE SERVICE; (F) ANY OTHER MATTER RELATING TO THE SERVICE; (G) ANY BREACH OF THIS AGREEMENT BY 'Vapross Inc.' OR THE FAILURE OF OUR COMPANY TO PROVIDE THE SERVICE UNDER THIS AGREEMENT OR (H) ANY OTHER DEALINGS OR YOUR COMMUNICATIONS WITH ANY Service Suppliers (OR ANY OF THEIR REPRESENTATIVES OR AGENTS). THE PERMISSIBLE AMOUNT OF THESE LIMITATIONS SHALL APPLY. Limitations of responsibility are prohibited in some jurisdictions. Some of the aforementioned limits might not apply to you in such jurisdictions.

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT 'Vapross Inc.' CONTRACTS WITH A THIRD PARTY TO PROCESS YOUR PAYMENT OF FEES TO 'Vapross Inc.' THROUGH THE USE OF A CREDIT CARD (A "CREDIT CARD PROCESSOR"). YOU UNDERSTAND AND AGREE THAT NEITHER A CREDIT CARD PROCESSOR NOR ANY OTHER PARTY INVOLVED IN THE CREDIT CARD PROCESSING PROCESS FOR 'Vapross Inc.', THE "RELEASED PARTIES," WHICH INCLUDE BUT ARE NOT LIMITED TO THE BUSINESS ISSUING THE CREDIT CARD TO YOU AND THE MERCHANT BANK, SHALL BE LIABLE FOR ANY DAMAGES (AS DEFINED HEREIN AND SUBJECT TO THE LIMITATIONS SET FORTH IN THIS SECTION SUFFERED BY YOU AS A RESULT OF THE FAILURE OF 'Vapross Inc.' TO PROVIDE SERVICES TO YOU UNDER THIS AGREEMENT OR ANY BREACH OF THIS AGREEMENT BY OUR COMPANY. YOU HEREBY RELEASE EACH OF THE RELEASED PARTIES FROM ANY AND ALL DAMAGES YOU MAY SUFFER AS A RESULT OF THE FAILURE OF 'Vapross Inc.' TO PROVIDE SERVICES TO YOU UNDER THIS AGREEMENT OR ANY BREACH OF THIS AGREEMENT BY OUR COMPANY. YOU AGREE TO INDEMNIFY AND HOLD HARMLESS EACH OF THE RELEASED PARTIES FOR ANY AND ALL DAMAGES IT MAY SUFFER AS A RESULT OF YOUR BREACH OF THIS SECTION. YOU HEREBY UNDERSTAND AND AGREE THAT 'Vapross Inc.' SHALL BE SOLELY LIABLE FOR THE PAYMENT OF ANY DAMAGES TO YOU UNDER THIS AGREEMENT.

BREACH OF TERMS OF USE AND LIQUIDATED DAMAGES

You recognize that "Vapross Inc." places a high value on the content on and that it will be challenging to determine how much harm will result from any breach of these Conditions of Use. As a result, you will be required to pay "Vapross Inc" the sums shown below as liquidated damages, and you acknowledge that they represent a fair estimation of any losses for the aforementioned violations of these Conditions of Use:

1. If you submit content that violates these terms of service, you undertake to pay 'Vapross Inc.' \$1,000 as soon as possible for any piece of content that does so. We could give you a

warning before determining the extent of the harm, but we are not compelled to.

2. If you display, copy, duplicate, reproduce, sell, resell, or otherwise exploit for any purpose any Material in violation of these Conditions of Use, you agree to pay one hundred dollars (\$100) for each record or report that you did so.

3. You agree to pay \$100 (\$100) for any report or record that is aggregated, disrupted, damaged, or otherwise impacted by you if you employ computer programming routines intended to do so. You may also damage, interfere with, disrupt, impair, disable, or otherwise overload the Sites and Services.

4. Apart from what is stated in the aforementioned subparagraphs (a) through (c), you agree to pay "Vapross Inc" its real damages, including, but not limited to, attorneys' fees and court costs, to the extent that such actual damages may be calculably determined. Regardless of any other clause in these Conditions of Use, we reserve the right to seek a preliminary or permanent injunction to prevent a breach of any such clause or to facilitate the use of any power provided in these Terms of Use, as well as a combination of these remedies.

COMPLETE AGREEMENT

The whole contract between you and "Vapross Inc" is made up of these Terms of Use and all other agreements, rules, and policies that are referenced above, including, without limitation, the Privacy Policy. Any former or current discussions, agreements, or negotiations about the subject matter of these Conditions of Use between you and our company are superseded by this one. You and third parties, including but not limited to Service Providers and others, may have additional terms and conditions. You affirm and guarantee that the agreements with those third parties do not conflict with the obligations and duties you have to "Vapross Inc." under these Conditions of Use.

Regardless of the choice-of-law rules of the court where any action is taken, the location of the violation, where You may be situated, or any other jurisdiction, these Terms of Use and the relationship between You and "Vapross Inc" will be governed by the laws of the State of Kansas. Except that our company may choose, in its sole discretion, to litigate the action in the county or state where any breach by You occurred or where You can be found, you agree to submit to the personal jurisdiction of the state or federal courts located in Johnson County, Kansas, and you give up your right to argue that the court lacks personal jurisdiction over you, that the location is unsuitable, or that the forum is inconvenient. Any claim or cause of action arising out of or related to your use of the Site, the Service, or these Terms of Use must be brought within one (1) year of the claim or cause of action arising, regardless of any statute or law to the contrary, or it will be permanently barred.

MISCELLANEOUS

We reserve the right to seek any legal or equitable action, including but not limited to direct, consequential, and punitive damages as well as injunctive relief, if you violate any provision of these Terms of Use or another agreement with "Vapross Inc." The remedies provided by "Vapross Inc." are cumulative and not exclusive. The failure of NTTTS to take any action or enforce any provision of the Terms of Use at any time shall not be construed as a waiver of such action or of the right to enforce such provision at any later time. The Terms of Use shall otherwise be in full force and effect and enforceable, save to the extent that any term of the Terms of Use is deemed to be unenforceable or invalid and shall be limited or removed to the smallest extent necessary. You may not assign, transfer, or sublicense your rights under these Conditions of Use without the prior written agreement of Vapross Inc. Without your

permission, we may transfer, assign, or delegate the Terms and our rights and responsibilities under them. Users of these Sites and Services are in charge of adhering to all rules and laws that may be in force. You and "Vapross Inc." do not have a joint venture, partnership, employment, or agency relationship as a consequence of these Terms of Use or your use of the Sites and Services. Each of the Released Parties shall be an intended third party beneficiary of these Conditions of Use, you acknowledge and agree.

How to Contact Us

Please get in touch with us at if you have any feedback or inquiries about these Terms or if you want to report any violations of our Terms of Service (Insert Company contact information - email). We will do everything in our power to resolve any difficulty.