

# **TERMS AND CONDITIONS**

## **Terms and Conditions**

These Terms of Use (the “Terms”) govern the access or use by you, an individual from within the United States and its territories and possessions (“you”), of services, websites, content, product and mobile device applications (the “App”) offered to you by Take My Car, (“Take My Car”, “we”, “our” or “us”) directly or through our website located at [www.takemycar.com\\_](http://www.takemycar.com_) (the “Site”). We make our App and services available to individual members registered with Take My Car (“Members”) who are interested in obtaining vehicle transportation services, commonly referred to as Concierge services (“Concierge Services”). Take My Car, its authorized agents and partners who perform the Concierge Services (“Agents”) also have access to the App. (Our Site, App and Concierge Services are collectively referred to as the “Services”).

The Services constitute a technology platform that enables users of Take My Car’s App or website to arrange and schedule certain Concierge Services offered by Take My Car.

## **AGREEMENT TO TERMS**

Your access and use of the Services constitutes your agreement to be bound by these Terms, as amended from time to time, which establishes a contractual relationship between you and Take My Car. If you do not agree to these Terms, you may not access or use our Services. These Terms expressly supersede any and all prior agreements or arrangements with you. Take My Car may immediately terminate these Terms or any Services with respect to you, or generally cease offering or deny access to the Services or any portion thereof, at any time for any reason.

Supplemental terms may apply to certain Services, such as policies for a particular day, activity or promotion, and such supplemental terms will be disclosed to you in connection with the applicable Services. Supplemental terms are in addition to, and shall be deemed a part of, the Terms for the purposes of the applicable Services. Supplemental terms shall prevail over these Terms in the event of a conflict with respect to the applicable Services.

## **CHANGES TO TERMS & CONDITIONS**

We may amend the Terms related to the Services from time to time. Amendments will be effective upon our posting of such updated Terms at this location or the amended policies or supplemental terms on the applicable Service. Your continued access or use of the Services after such posting constitutes your consent to be bound by the Terms, as amended. Because our Services are evolving over time we may change or discontinue all or any part of the Services, at any time and without notice, at our sole discretion. Our collection and use of personal information in connection with the Services is as provided in Take My Car's Privacy Policy.

## **WHO MAY USE THE SERVICES**

### *Eligibility*

Members may use the Services only if they are 18 years or older and capable of forming a binding contract with Take My Car and are not barred from using the Services under applicable law.

### *Registration and Your Information*

If you want to access and use the Services as a Member, you will have to create an account ("Account"). You can do this via the App or through your account with certain third-party social networking services such as Facebook (each, an "SNS Account"). If you choose the SNS Account option we will create your Account by extracting from your SNS Account certain personal information such as your name and email address and other personal information that your privacy settings on the SNS Account permit us to access. During the sign-up process, we will also request identifying information about your vehicle(s), such as the make, model, model year, license plate and registered state. It is important that you provide us with accurate, complete and up-to-date information for your account and you agree to update such information to keep it accurate, complete and up-to-date. If you do not maintain current information with us, we may have to suspend or terminate your Account. You agree that you will not disclose your account password to anyone and you will notify us immediately of any unauthorized use of your Account. You are responsible for all activities that occur under your Account, whether or not you know about them.

## **THE SERVICES**

### *Procedure for Pick Up and Return*

Through the Services, we provide a platform that allows Members to schedule Concierge Services including the ability to communicate with us.

### *Scheduling*

You may schedule a Pick Up or Return by providing the necessary descriptive information for the desired Services through the App, including (i) the Pick Up or Return locations (as applicable), and (ii) the desired Pick Up time (collectively, the “Service Description”). You will also be presented with an estimation of the applicable Service Fees (as defined below) before you confirm your reservation.

We will arrange to have an Agent meet you at the desired location to retrieve your vehicle. On scheduled requests, we do our best to schedule Agents to arrive before your scheduled Pick Up time to avoid any traffic issues. It is your responsibility to notify us via the App of any material delay. Our Agents are directed to wait only up to ten (10) minutes, and we reserve the right to charge a service charge for late arrivals or no-shows.

## **CURRENT HOURS OF OPERATION**

Our current hours of operations are 7 a.m. to 7:00 p.m. 5 days a week, Monday through Friday. Certain holidays are excluded and hours of operation are subject to change. Some services such as car wash are available on Saturdays and Sundays.

## **PAYMENT TERMS**

Members agree to pay, and authorize Take My Car’s third party payment processor to charge via the credit card or third party payment processing account on file in your Account (your “Payment Method”) for all applicable fees and taxes that may accrue in relation to your use of the Services. Members will be charged a single fee for Pick Up and Return (“Service Fee”). Service Fees may vary, for example based on service or the amount of time or distance of transport. When scheduling Services through the App, you will be quoted an estimate of the applicable Service Fee before you confirm your reservation. Please note, however, that your actual Service Fee for the Services may vary from these estimates based on the actual

amount of time between Pick Up and drop off. You are responsible for providing complete and accurate Payment Method and contact information to use. We may suspend or terminate your access to the Services if Service Fees are past due. All fees and payments are non-refundable and non-transferable except as expressly provided in these Terms. All amounts referred to in these Terms, including those set forth through the Services, are stated in U.S. dollars and do not include any taxes. Take My Car has no obligation to provide refunds or credits relating to any Services, but may do so in Take My Car's sole and absolute discretion.

## **INSURANCE**

Take My Car will provide limited liability insurance covering Members and Agents during the performance of the Services. Take My Car provides excess automobile liability insurance up to \$ 1,000,000.00 per occurrence with your insurance being primary. The policy offers liability protection while Services are being provided. As with any automobile insurance policy, additional insurance terms, limitations, and exclusions may apply. Take My Car's insurance is an excess policy to your own insurance coverage. You certify that you have in effect liability insurance, collision and property damage coverage for your vehicle.

## **VEHICLE DAMAGE & PERSONAL PROPERTY**

If you wish to make a claim for any damage to your vehicle that you believe occurred during the performance of our Services ("Vehicle Damage"), you must submit a claim for such damages to Take My Car on the same day such Services were performed. If you fail to submit your claim on the day it occurred, you automatically agree to waive any rights for any such Vehicle Damage. You agree to provide Take My Car any information or documentation that Take My Car may require in order to verify a claim for reimbursement for Vehicle Damage. Take My Car will not be responsible for any incidental, mechanical failures, special, exemplary or consequential damages in connection with any Vehicle Damage. In addition, Take My Car will not be responsible for any personal items left inside the vehicle, including but not limited to handbags, wallets, cell phones and electronics. Notwithstanding any exclusions provided for under these Terms and Conditions, and your primary insurance coverage, Take My Car's liability to reimburse you for Vehicle Damage shall be limited to the actual costs of vehicle repair by an automobile repair company selected by Take My Car.

## **VEHICLE CONDITION**

By using the services of Take My Car you certify that your vehicle is safe to drive and is in good working order sufficient to safely transport your vehicle to its intended destination. Any defects (including, defective brakes, stalling, problems starting or stopping) shall be disclosed to Take My Car prior to pick up of my vehicle. My vehicle will have sufficient fuel to complete a round trip to and from its intended destination with allowance for traffic and reasonable delays.

## **AUTHORIZATION TO APPROVE SERVICES BY THIRD PARTIES**

By using the services of Take My Car you authorize the TMC agent to execute work orders and authorize services by the third parties to whom your vehicle is being delivered. The TMC agent may execute the third parties forms authorizing the work you requested in your name and on your behalf. You agree to indemnify and hold TMC harmless from any and all claims associated with the services provided by third parties to whom the vehicle was delivered for services or repairs.

## **PAYMENT FOR THIRD PARTY SERVICES**

Take My Car does not advance fees or expenses for an on your behalf. Accordingly any payments to be made to third-party providers must be paid to TMC on our APP or direct arrangements must be made by you with the third-party provider. TMC is not responsible for any delay or refusal of a third-party provider to release your vehicle for nonpayment or third-party provider's inability to complete requested services.

## **PRIVACY POLICY**

The following Terms cover matters relating to our intellectual property and information that you provide to Take My Car.

## **CONTENT AND CONTENT RIGHTS**

For purposes of these Terms: (i) "Content" means text, graphics, images, music, software, audio, video, works of authorship of any kind, and information or other materials that are posted, generated, provided or otherwise made available through the Services; and (ii) "User Content" means any Content that Members provide to

be made available through the Services. Content includes without limitation User Content.

### **Content Ownership, Responsibility and Removal**

Take My Car does not claim any ownership rights in any User Content that you make available through the Services and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit your User Content. Subject to the foregoing, Take My Car and its licensors exclusively own all right, title and interest in and to the Services and Content, including all associated intellectual property rights. You acknowledge that the Services and Content are protected by copyright, trademark, and other laws of the United States and foreign countries. You agree not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services.

### **Rights in User Content Granted by You**

By making any User Content available through the Services, you hereby grant to Take My Car a non-exclusive, transferable, sublicense able, worldwide, royalty-free license to use, copy, modify, create derivative works based upon, publicly display, publicly perform and distribute your User Content in connection with operating and providing the Services and Content to you and to other Members and Agents.

You are solely responsible for all your User Content. You represent and warrant that you own all your User Content or you have all rights that are necessary to grant us the license rights in your User Content under these Terms. You also represent and warrant that neither your User Content, nor your use and provision of your User Content to be made available through the Services, nor any use of your User Content by Take My Car, Agents or Members on or through the Services will infringe, misappropriate or violate a third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

You can remove your User Content by specifically deleting it. However, in certain instances, some of your User Content may not be completely removed and copies of your User Content may continue to exist on the Services. We are not responsible or liable for the removal or deletion of (or the failure to remove or delete) any of your User Content.

## **Rights in Content Granted by Take My Car**

Subject to your compliance with these Terms, Take My Car grants you a limited, non-exclusive, non-transferable, non-sublicensable license to access and view the Content solely in connection with your permitted use of the Services.

## **RIGHTS AND TERMS FOR APPS**

### **Rights in App Granted by Take My Car**

Subject to your compliance with these Terms, Take My Car grants you a limited non-exclusive, non-transferable, non-sub licensable license to download and install copies of the App on mobile devices that you own or control and to run such copy of the App solely in connection with your permitted use of the Services. You may not copy the App, except for making a reasonable number of copies for backup or archival purposes. Except as expressly permitted in these Terms, you may not: (i) copy, modify or create derivative works based on the App; (ii) distribute, transfer, sublicense, lease, lend or rent the App to any third party; (iii) reverse engineer, decompile or disassemble the App; or (iv) make the functionality of the App available to multiple users through any means. Take My Car reserves all rights in and to the App not expressly granted to you under these Terms.

### **Additional Terms for App Store Apps**

If you accessed or downloaded the App from the Apple Store, then you agree to use the App only: (i) on an Apple-branded product or device that runs iOS (Apple's proprietary operating system software); and (ii) as permitted by the "Usage Rules" set forth in the Apple Store Terms of Service.

If you accessed or downloaded the App from any app store or distribution platform (like the Apple Store, Google Play or the Amazon Appstore) (each, an "App Provider"), then you acknowledge and agree that:

1. These Terms are concluded between you and Take My Car, and not with App Provider, and that, as between Take My Car and the App Provider, Take My Car is solely responsible for the App.
2. App Provider has no obligation to furnish any maintenance and support services with respect to the App.

3. In the event of any failure of the App to conform to any applicable warranty, you may notify App Provider and App Provider will refund the purchase price for the App to you (if applicable) and, to the maximum extent permitted by applicable law, App Provider will have no other warranty obligation whatsoever with respect to the App. Any other claims, losses, liabilities, damages, costs or expenses attributable to any failure of an App to conform to any warranty will be the sole responsibility of Take My Car.

4. App Provider is not responsible for addressing any claims you have or any claims of any third party relating to the App or your possession and use of the App, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

5. In the event of any third-party claim that the App or your possession and use of the App infringes that third party's intellectual property rights, Take My Car will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim solely to the extent required by these Terms.

6. App Provider and its subsidiaries are third-party beneficiaries of these Terms as related to your license of the App, and that, upon your acceptance of the terms and conditions of these Terms, App Provider will have the right (and will be deemed to have accepted the right) to enforce these Terms as related to your license of the App against you as a third party beneficiary thereof.

7. You must also comply with all applicable third-party terms of service when using the App.

8. You agree to comply with all U.S. and foreign export laws and regulations to ensure that neither the App nor any technical data related thereto nor any direct product thereof is exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by, such laws and regulations. By using the App 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.



***You agree not to do any of the following:***

1. Post, upload, publish, submit or transmit any Content, or otherwise conduct yourself in connection with obtaining or performing Services in a way, that: (i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give Take My Car to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any person or entity; or (vii) promotes illegal or harmful activities or substances;
2. Use, display, mirror or frame the Services, or any individual element within the Services, Take My Car's name, any Take My Car trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page on the Site or in the App, without Take My Car's express written consent;
3. Access, tamper with, or use non-public areas of the Services, Take My Car's computer systems, or the technical delivery systems of Take My Car's providers;
4. Attempt to probe, scan, or test the vulnerability of any Take My Car system or network or breach any security or authentication measures;
5. Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by Take My Car or any of Take My Car's providers or any other third party (including another user) to protect the Services or Content;
6. Attempt to access or search the Services or Content or download Content from the Services through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by Take My Car or other generally available third party web browsers;
7. Send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation;

8. Use any meta tags or other hidden text or metadata utilizing a Take My Car trademark, logo URL or product name without Take My Car's express written consent; Use the Services or Content for any commercial purpose or in any manner not permitted by these Terms;
9. Forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Services or Content to send altered, deceptive or false source-identifying information;
10. Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Services or Content;
11. Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Services;
12. Collect or store any personally identifiable information from the Services from other users of the Services without their express permission; Impersonate or misrepresent your affiliation with any person or entity;
13. Violate any applicable law or regulation; or
14. Encourage or enable any other individual to do any of the foregoing.

Although we are not obligated to monitor access to or use of the Services or Content or to review or edit any Content, we have the right to do so for the purpose of operating the Services, to ensure compliance with these Terms, or to comply with applicable law or other legal requirements. We reserve the right, but are not obligated, to remove or disable access to any Content, at any time and without notice, including, but not limited to, if we, at our sole discretion, consider any Content to be objectionable or in violation of these Term. We have the right to investigate violations of these Terms or conduct that affect the Services. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

### **LINKS TO THIRD PARTY WEBSITE OR RESOURCES**

The Services may contain links to third-party websites or resources. We provide these links only as a convenience and are not responsible for the content, products or services on or available from those websites or resources or links displayed on

such sites. You acknowledge sole responsibility for, and assume all risk arising from, your use of any third-party websites or resources.

## **TERMINATION**

We may terminate or suspend your access to and use of the Services, at our sole discretion, at any time and without notice to you. You may cancel your Account or Agent Account at any time via the settings in the App. Upon any termination, discontinuation or cancellation of Services or your Account or Agent Account, the following sections will survive: “Payment Terms”, “Content Ownership, Responsibility and Removal”, “Termination”, “Warranty Disclaimers”, “Assumption of Risk and Indemnity”, “Limitation of Liability”, “Dispute Resolution” and “General Terms”.

## **WARRANTY DISCLAIMERS**

THE SERVICES AND CONTENT ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, WE EXPLICITLY DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. We make no warranty that the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. We make no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of any Content.

TAKE MY CAR conducts BACKGROUND CHECKS INCLUDING criminal AND MOTOR VEHICLE BACKGROUND CHECKS ALONG WITH A REVIEW OF OTHER RELEVANT BACKGROUND INFORMATION on its Agents, Further, only Agents who successfully complete TAKE MY CAR’s SCREENING PROCESS, as determined in TAKE MY CAR’s discretion, will provide Services. TAKE MY CAR endeavors to ensure positive interactions between Members and Agents, and works hard to ensure an optimal, comfortable and safe experience; however, Agents are human beings, and no one is perfect. TAKE MY CAR makes no warranty in connection with and/or arising from, Agent’s provision of Services, any acts, action, behavior, conduct, and/or negligence on the part of the Agent. FURTHERMORE, TAKE MY CAR MAKES NO WARRANTY REGARDING THE FACILITY IN WHICH MEMBER’S VEHICLE WILL BE STORED BETWEEN DROP OFF AND PICK UP.

## **NON-DISPARAGEMENT**

You agree that you will not disparage Take My Car or any of its officers, directors or employees in any online, telecommunication or social media postings, comments or blogs, which could reasonably be expected to adversely affect Take My Car's reputation. For purposes of this section, "disparage" shall mean any negative statement, whether written or oral, about Take My Car. The parties agree and acknowledge that this non-disparagement provision is a material term of this agreement, the absence of which would have resulted in our refusing to provide any Concierge services to you.

## **ASSUMPTION OF RISK AND INDEMNITY**

YOU, ON BEHALF OF YOURSELF, YOUR PERSONAL REPRESENTATIVES AND YOUR HEIRS, HEREBY VOLUNTARILY AGREE TO RELEASE, WAIVE, DISCHARGE, HOLD HARMLESS, DEFEND AND INDEMNIFY TAKE MY CAR AND ITS OFFICERS, DIRECTORS, EMPLOYEES, CONSULTANTS, AGENTS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY CLAIMS, DISPUTES, DEMANDS, LIABILITIES, DAMAGES, LOSSES, AND COSTS AND EXPENSES, INCLUDING, WITHOUT LIMITATION, REASONABLE LEGAL AND ACCOUNTING FEES ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR (I) ACCESS TO OR USE OF THE SERVICES OR CONTENT (II) RECEIPT OF SERVICES INCLUDING, WITHOUT LIMITATION, FOR BODILY INJURY, WRONGFUL DEATH, EMOTIONAL DISTRESS, OR OTHER DAMAGES OR HARM, WHETHER TO YOU OR TO THIRD PARTIES, WHICH MAY RESULT FROM THE PROVISION OF SERVICES, OR (III) VIOLATION OF THESE TERMS, INCLUDING, WITHOUT LIMITATION, FOR BODILY INJURY, WRONGFUL DEATH, EMOTIONAL DISTRESS, LOSS OF SERVICES OR OTHER DAMAGES OR HARM, WHETHER TO YOU OR TO THIRD PARTIES, WHICH MAY RESULT FROM YOUR USE OF THE SERVICES. TAKE MY CAR IS NOT LIABLE FOR ANY LOST OR STOLEN ITEMS.

## **LIMITATION OF LIABILITY**

NEITHER TAKE MY CAR NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES OR CONTENT WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE

OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES OR CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT TAKE MY CAR HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

EXCEPT AS OTHERWISE SET FORTH HEREIN, TAKE MY CAR WILL HAVE NO LIABILITY TO YOU OR TO ANY THIRD PARTY THAT ARISES OUT OF OR RELATES TO AGENT'S PROVISION OF SERVICES OR ANY DISPUTE, CONTROVERSY OR CLAIM THAT ARISES OUT OF OR RELATES TO AGENT'S ACTIONS OR INACTIONS, MEMBERS' ACTIONS OR INACTIONS, OR PROVISION OF SERVICES.

WITHOUT LIMITING THE COVERAGE OF TAKE MY CAR'S INSURANCE POLICY AS DESCRIBED HEREIN, IN NO EVENT WILL TAKE MY CAR'S DIRECT LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES OR CONTENT EXCEED ONE THOUSAND DOLLARS (\$ 1,000.00). THE ASSUMPTION OF RISK AND LIMITATION OF LIABILITY SET FORTH ABOVE IS A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN TAKE MY CAR AND YOU.

### **GOVERNING LAW AND VENUE**

These Terms and any action related thereto will be governed by the laws of the State of Florida without regard to its conflict of laws provisions. Venue for all proceedings, claims or disputes shall be the Florida State, County or Circuit courts in and for Broward County and the parties waive the jurisdiction of the U.S. District Court.

### **WAIVE TRIAL BY JURY**

**The Parties waive trial by jury on all issues triable as a right.**

### **CHANGES**

Notwithstanding the provisions of the “Changes to Terms or Services” section above, if Take My Car changes this “Dispute Resolution” section after the date you first accepted these Terms (or accepted any subsequent changes to these Terms), you may reject any such change by sending us written notice within 30 days of the date such change became effective, as indicated in the “Last Updated” date above or in the date of Take My Car’s letter to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and Take My Car in accordance with the provisions of this “Dispute Resolution” section as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms).

## **GENERAL TERMS**

These Terms constitute the entire and exclusive understanding and agreement between Take My Car and you regarding the Services and Content, and these Terms supersede and replace any and all prior oral or written understandings or agreements between Take My Car and you regarding the Services and Content. If for any reason a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.

You may not assign or transfer these Terms, by operation of law or otherwise, without Take My Car’s prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null and of no effect. Take My Car may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns. Any notices or other communications provided by Take My Car under these Terms, including those regarding modifications to these Terms, will be given by Take My Car: (i) via e-mail; or (ii) by posting to the Services. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

Take My Car’s failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Take My Car. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.