

# Joyride Terms of Use

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## **I. Downloading**

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## **II. Copyrights, other rights**

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## **III. Trademarks**

The trademarks, logos, and service marks (the “Trademarks”) displayed on the Joyride site are the property of Joyride and other parties and may be registered and unregistered Trademarks of Joyride and others. Nothing contained on the Joyride site should be construed as granting by implication, estoppels, or otherwise, any license or right to use any Trademark displayed on the Joyride site without the written permission of Joyride or such third party that may own the

Trademark. Misuse of any Trademarks, or any other content, displayed on the Joyride site is prohibited. Joyride reserves the right to enforce its intellectual property rights through civil and criminal proceedings.

#### **IV. Submissions**

Apart from your personal information (which is addressed in our Privacy policy), any and all communications or materials you send to the Joyride site, electronically or otherwise, including but not limited to data, questions, comments, suggestions, or submissions, are and will be treated as non-confidential and non-proprietary. Anything you send to the Joyride site may be used by Joyride for any purpose including but not limited to reproduction, transmission, disclosure, publication, broadcast, and posting. By submitting material to <https://www.joyrideautos.com>, you irrevocably transfer and assign to Joyride, and forever waive and agree never to assert, any copyrights, "moral" rights, or other rights that you may have in such material. Joyride is free to use, without obligation of any kind, any ideas, concepts, techniques, or know-how contained in any communication you send to the Joyride site for any purpose whatsoever, including but not limited to developing, manufacturing, and marketing products and services.

By using this site, you may submit, or Joyride may gather, certain limited information about you and your usage of the site. Subject to the terms of the Privacy policy, Joyride is free to use such information for any purpose it deems appropriate.

#### **V. No warranties**

There is no warranty that any information or service provided or referenced by this site is either merchantable or accurate, that such information or service will fulfill any of your particular purposes or needs, or that such information or service does not infringe on any third party rights. Except for any express warranties stated on this site, if any, the information and services provided or referenced on this site are provided "as is" and with all faults, and the entire risk as to satisfactory quality, performance, accuracy and effort is with the user.

While Joyride uses reasonable efforts to include accurate and up-to-date information on the Joyride site, Joyride makes no warranties or representations as to its accuracy. Joyride may periodically add, change, or improve any of the information, products, services, programs, and technology described on the Joyride site without notice. Joyride assumes no liability or responsibility for any errors or omissions in the content of the Joyride site.

In fact, your use of the Joyride site is at your own risk. Neither Joyride nor any other party involved in creating, producing, or delivering the Joyride site is liable for any direct, indirect, incidental, consequential, or punitive damages arising out of your access to, or use of, the Joyride site. For example, Joyride assumes no responsibility for, and will not be liable for, any damages from any viruses that may affect your computer equipment or other property on

account of your access to, use of, or downloading from, the Joyride site. Please note that some jurisdictions may not allow the exclusion of implied warranties, so some of the above exclusions may not apply to you. Please seek the advice of professionals, as appropriate, regarding the evaluation of any specific information, opinion, advice, or other content.

## **VI. Links**

Joyride has not reviewed all of the sites which are linked to the Joyride site, and the existence of such links does not indicate our approval or endorsement of any material contained on any linked site. Joyride is not responsible for the contents of any site linked to the Joyride site; your connection to any such linked site is at your own risk.

## **VII. Services and products**

Joyride operates and controls the Joyride site from its headquarters in Las Vegas, Nevada. We do not in any way imply that the services we discuss are available or for use outside the municipalities we contract with or that we are soliciting business in any other jurisdiction.

The Joyride site is for informational purposes and service-related transactions only. References to any of Joyride's or affiliated companies' products or services are not intended to constitute offers to sell or solicitations in connection with any service or product. Some services and products may not be available at all times. Anyone interested in a particular service or product should e-mail [joyride@joyrideautos.com](mailto:joyride@joyrideautos.com) or contact the Joyride office to find out more information.

It is up to you as a prudent reader to understand and determine on your own what you need to do in order to make informed decisions in connection with matters discussed on the Joyride site.

## **VIII. Access to private areas**

Access to and use of private, password-protected areas of the Joyride site are restricted to employees of Joyride and authorized users only.

## **IX. No liability**

The information, products, and services published on this web site may include inaccuracies or typographical errors. Changes are periodically made to the information herein. Joyride and/or its respective suppliers may make improvements and/or changes in the Joyride site at any time. Joyride and/or its respective suppliers make no representations about the suitability of the information, products, and services contained on this web site for any purpose.

In no event shall Joyride and/or its suppliers be liable for any direct, indirect, punitive, incidental, special, or consequential damages arising out of or in any way connected with the use of the Joyride site or with the delay or inability to use the Joyride site, or for any information, products, and services obtained through the Joyride site, or otherwise arising out of the use of this web site, whether based on contract, tort, strict liability, or otherwise, even if Joyride or any of its suppliers has been advised of the possibility of damages.

Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you.

## **X. Miscellaneous**

The Terms will be governed by and construed under the laws of the State of Nevada, excluding only its conflict of law provisions. Each party to the Joyride site Terms hereby submits to the exclusive jurisdiction and venue of the courts within Las Vegas, Nevada, U.S.A. and waives any jurisdictional venue or inconvenient forum objections to such courts. Use of the Joyride site is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph.

Any failure by Joyride to enforce any of its rights under the Terms or applicable laws shall not constitute a waiver of such right. If any provision of the Terms is found by a court of competent jurisdiction to be invalid, you, Joyride, and the court shall endeavor to give effect to the intent reflected in that provision, and the remaining Terms provisions shall retain their full force and effect.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Joyride as a result of this agreement or use of the Joyride site. Joyride's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Joyride's right to comply with law enforcement requests or requirements relating to your use of the Joyride Site or information provided to or gathered by Joyride with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

This agreement constitutes the entire agreement between the user and Joyride with respect to this website and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Joyride with respect to this website. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records

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