

# Terms of Use

Montway Auto Transport

## Terms of Use

Thanks for using our Montway LLC's website. These following terms and conditions of use ("TOU") apply to your use of our website and the content contained therein ("Site"). The following TOU and our privacy policy ("Privacy Policy") define your use of our website, and related products and services. By using this Site, you accept these TOU so please review them carefully. If you are an employee or agent of an organization, by using our website and/or services, you agree to the TOU on behalf of your organization. The terms you, your and yours mean you, the user. The terms we, us, our, ours, and Montway mean Montway LLC ("Montway").

### 1. TOU

These TOU may be modified at any time by us upon posting of the modified TOU. Any such modifications shall be effective immediately. You can view the most recent version of these TOU at any time at [www.montway.com/terms-of-use](http://www.montway.com/terms-of-use). Montway may terminate these TOU at any time, with or without notice, for any reason. Each use by you shall constitute and be deemed your unconditional acceptance of these TOU. Please review these TOU carefully. If you do not agree to these TOU, do not use this Site. Your use of this Site is at our discretion, and we may terminate your use of this Site at any time.

### 2. Service

Service includes, but is not limited to, the Site, related technologies, and any software, data, reports, text, images, sounds, video, and content made available through any of the foregoing, and any new features added to or augmenting the Service, and all enhancements, modifications, and derivative works thereof ("Service").

### 3. Privacy

Your visit to our site is also governed by our Privacy Policy. Please review our Privacy Policy at [www.montway.com/privacy-policy](http://www.montway.com/privacy-policy).

### 4. Ownership

All content included on this Site is, and shall continue to be, the property of Montway or its content suppliers and is protected under applicable copyright, patent, trademark, and other proprietary rights. Any copying, redistribution, use or publication by you of any such content or any part of the Site is prohibited, except as expressly permitted in these TOU. Under no circumstances will you acquire any ownership rights or other interest in any content by or through your use of this Site.

By submitting any ideas, feedback and/or proposals to Montway regarding the Services ("Feedback"), you expressly acknowledge and agree that: (a) Montway is not under any obligation to you, including any obligation of payment of

compensation or confidentiality, with respect to the Feedback; and (b) Montway may freely use, assign, transfer, distribute, exploit, and further develop and modify the Feedback for any purpose. To the extent any copyright or other intellectual property ownership interest vests in you with respect to the Feedback, you hereby grant Montway a worldwide, non-exclusive, royalty-free, fully paid, irrevocable, sub-licensable, and perpetual right and license to make, use, copy, sell, distribute, otherwise exploit, and create derivative works of the Feedback. Further, you irrevocably release Montway from any and all liability and claims that may result from or are related to the rights to the Feedback.

## 5. Minors

This Site is not directed towards children. If you are a minor (under the age of 18), you can use the Services only with the consent of your parents or legal guardians. If you are a minor, please do not submit any personal information to this Site. IF YOU ARE 13 YEARS OR YOUNGER, PLEASE DO NOT USE THIS SITE OR ANY OF ITS SERVICES FOR ANY PURPOSE AT ANY TIME. This Site is not intended for any children under the age of 13.

## 6. Site Use

Montway grants you a limited, revocable, non-exclusive license to use this Site solely for your own use and not for republication, distribution, assignment, sublicense, sale, preparation of derivative works, or other use. You agree not to copy materials on the site, reverse engineer or break into the site, or use materials, products or services in violation of any law. The use of this Site is at our discretion and we may terminate your use of this Site at any time. Subject to your compliance with all the terms and conditions of these TOU, including any payment obligations, you may access and use the Service only for its intended purpose only during the term of your subscription for the Service.

## 7. Use Restrictions

You will access and use the Service for lawful and authorized purposes only, and in no event in connection with competitive research or for scoping, benchmarking, developing, or providing any similar or competitive product or service. In addition, you may not exceed the scope of your authorized use of the Service. You may not obtain or attempt to access or otherwise obtain any materials or information through any means not intentionally made available or provided for through the Service. You agree not to access the Service by any means other than through the interface that is provided by us to access the Service. You may not share individual login credentials for the Service with unauthorized users, and you will ensure that each user has separate login credentials. You must provide true, accurate, and correct information at the time of registration and account creation, and thereafter. You may not misrepresent your affiliation with a person or entity.

## 8. Third Party Services

The Service may enable linkage between various online third-party services such as third party email, cloud storage, social, and similar services ("Third-Party Services"). If you chose to take advantage of these feature and capabilities, you may be required to authenticate, register for or log into Third-Party Services through the Service or on the websites of their respective providers. By linking your account on the Service to your account on a Third-Party Service, you are authorizing Montway as your agent to access your Third Party Service account and any information, content, materials, and features included therein, and use such Third Party Service with read and write privileges on your behalf for the purpose of integrating your experience on the Service with such Third Party Service. Your use of the Third-Party Services is governed solely by the agreement between you and the provider of such Third Party Service, and the Third Party Services provider is solely responsible for such Third Party Service and you agree that Montway is not liable for any loss or claim that you may have against any such third party.

## 9. Mobile Services

The Service may include certain services that are available via a mobile device, including (i) the ability to upload content to the Service via a mobile device, (ii) the ability to browse the Service and the Site from a mobile device and (iii) the ability to access certain features through an application downloaded and installed on a mobile device ("Mobile Services"). To the extent you access the Service through a mobile device, your wireless service carrier's standard charges, data rates and other fees may apply. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your carrier, and not all Mobile Services may work with all carriers or devices.

## 10. Compliance with Laws

You agree to comply with all applicable laws regarding your use of the Site. You further agreed that information provided by you is truthful and accurate to the best of your knowledge

## 11. Indemnification

You agree to indemnify, defend and hold Montway and our partners, employees, and affiliates, harmless from any liability, loss, claim and expense, including reasonable attorney's fees, related to your violation of these TOU or use of the Site.

## 12. Disclaimer

THE INFORMATION ON THIS SITE IS PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS. YOU AGREE THAT USE OF THIS SITE IS AT YOUR SOLE RISK. Montway DISCLAIMS ALL WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY EXPRESS WARRANTIES, STATUTORY WARRANTIES, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. TO THE EXTENT YOUR JURISDICTION DOES NOT ALLOW LIMITATIONS ON WARRANTIES, THIS LIMITATION MAY NOT APPLY TO YOU. YOUR SOLE AND EXCLUSIVE REMEDY RELATING TO YOUR USE OF THE SITE SHALL BE TO DISCONTINUE USING THE SITE.

## 13. Limitation of Liability

UNDER NO CIRCUMSTANCES WILL Montway BE LIABLE OR RESPONSIBLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING DAMAGES FROM LOSS OF BUSINESS, LOST PROFITS, LITIGATION, OR THE LIKE), SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN ANY WAY RELATING TO THE SITE, YOUR SITE USE, OR THE CONTENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE AND/OR CONTENT IS TO CEASE ALL OF YOUR SITE USE.

## 14. Additional Rights

You may have additional rights under certain laws including consumer laws which do not allow the exclusion of implied warranties, or the exclusion or limitation of certain damages. If these laws apply to you, the exclusions or limitations in these TOU that directly conflict with such laws may not apply to you.

## 15. Arbitration

Most user concerns can be resolved quickly and to the user's satisfaction by emailing user support at [info@montway.com](mailto:info@montway.com). In the unlikely event that the Montway's support team is unable to resolve a complaint you may

have Montway and you agree to arbitrate all disputes and claims that may arise from your use of our Service

## 16. Use of Information

Montway reserves the right, and you authorize us, to use and assign all information regarding site uses by you and all information provided by you in any manner consistent with applicable laws and our Privacy Policy.

## 17. Copyrights

If you believe your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have otherwise been violated, please provide a notice to [privacy@montway.com](mailto:privacy@montway.com).

## 18. Applicable Law

You agree that the laws of the state of Illinois, without regard to conflicts of laws provisions will govern this TOU and any dispute that may arise between you and Montway or its affiliates.

## 19. Severability

If any provision of these TOU shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that these TOU will otherwise remain in full force and effect.

## 20. Waiver

The failure of Montway to exercise or enforce any right or provision of these TOU shall not operate as a waiver of such right or provision. Any waiver of these TOU by Montway must be in writing and signed by an authorized representative of Montway.

## 21. Marketing

Montway reserves the right to use your name and/or Montway name, logo, and trademarks and to identify you as a Montway user or customer, and for other similar marketing or promotional purposes on Montway' Site and in other communications and collateral materials provided to with existing or potential Montway customers, partners, and investors. To decline Montway this right you need to email [privacy@montway.com](mailto:privacy@montway.com) stating that you do not wish to be used as a reference.

## 22. Relationship of the Parties

Nothing contained in these TOU or your use of the Site shall be construed to constitute either party as a partner, joint venturer, employee or agent of the other party, nor shall either party hold itself out as such. Neither party has any right or authority to incur, assume or create, in writing or otherwise, any warranty, liability or other obligation of any kind, express or implied, in the name of or on behalf of the other party, it being intended by both parties that each shall remain independent contractors responsible for its own actions.

## 23. Entire Agreement

These TOU constitutes the entire agreement between you and Montway and governs the terms and conditions of your use of the Site, and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and Montway with respect to this Site. Notwithstanding the foregoing, you may also be subject to additional terms and conditions, posted policies (including but not limited to the Privacy Policy), guidelines, or rules that may apply when you use the Site. Montway may revise these TOU at any time by updating these TOU and posting it on the Site. Accordingly, you should visit the Site and review the TOU periodically to determine if any changes have been made. Your continued use of this Site after any changes have been made to the TOU signifies and confirms your acceptance of any such changes or amendments to the TOU.