

# Terms and Conditions

BLUEVETMOBILELOCKERS.COM TERMS OF USE

As of October 17, 2019

PLEASE READ THIS AGREEMENT CAREFULLY. THIS IS A BINDING CONTRACT.

This Terms and Conditions (this T&C) sets forth the terms and conditions under which Blue Vet Mobile Lockers, LLC. (BVML, we, or us) provides you access to, and governs your use of, the website located at bluevetmobilelockers.com (the Site), and the BVML applications made available through the Site (the Software) and the information, content, features and services provided through the Site (together with the Software, collectively, the Service).

YOUR USE OF THE SITE AND/OR THE SERVICE, OR BY CLICKING "I ACCEPT" IF PRESENTED WITH THIS T&C IN A CLICK-THROUGH FORMAT, SIGNIFIES YOUR AGREEMENT TO THIS T&C AND CONSTITUTES YOUR BINDING ACCEPTANCE OF THIS T&C, INCLUDING ANY MODIFICATIONS THAT BVML MAKES FROM TIME TO TIME. PLEASE READ THESE TERMS CAREFULLY, AS THEY CONTAIN IMPORTANT INFORMATION ABOUT LIMITATIONS OF LIABILITY AND RESOLUTION OF DISPUTES THROUGH ARBITRATION RATHER THAN COURT. IF YOU DO NOT AGREE TO THIS T&C, YOU MAY NOT USE THE SITE OR THE SERVICE.

You may not use the Service and you may not accept this T&C if you are not eighteen years of age or older. If you accept this T&C, you represent that you have the legal capacity to be bound by it. BVML may amend this T&C at any time by posting the amended Terms of Use on the Site, and you agree that you will be bound by any changes to this T&C. The date of last revision of this T&C is included at the top of this page. BVML may make changes to the Site and/or the Service at any time. You understand that BVML may discontinue or restrict your use of the Site and/or the Service for any reason or no reason with or without notice.

## 1. Privacy Policy.

By clicking "I ACCEPT" or using the Site or the Service, you represent that you have read and consent to our Privacy Policy in addition to this T&C. BVML may revise the Privacy Policy at any time, and the new versions will be posted on the Site. If at any point you do not agree to any portion of the Privacy Policy, you must immediately stop using the Site and/or the Service.

## **2. The Services and Limited License to Use the Site.**

Users are granted a limited, revocable non-exclusive license to access the Site and the content and services provided on the Site solely for the purpose of searching or researching for an event for the purpose of making a locker reservation for said event all in accordance with the T&C. Any use of the Site that is not for one of these purposes or otherwise in accordance with the T&C or as otherwise authorized by us in writing is expressly prohibited.

The BVML Site provides an online calendar listing event names and location attendance. Pre-event online locker reservations are based on the event location. Pre-event reservations require renter create an Account. BVML reserves the right to add, change, modify, suspend or discontinue any portion of the Service, in its sole discretion, at any time. Your use of the Site and/or the Service, including the availability of new services through the Site, shall be subject to this T&C. In addition, BVML may impose limits on any portion of the Service or restrict your access to portions of or the entire Site in its sole discretion without notice or liability.

The Site is a host for a Rental Agreement transaction between BVML and users of the Site. We urge all users to be responsible about their use of this Site and any transaction entered into as a result of any event listing and locker rental. The Site provides an on-line marketplace to offer a short term locker rental in a variety of pricing formats.

Users agree that they are responsible for, and agree to abide by, all laws, rules and regulations applicable to their use of the Site, their use of any tool, service or product offered on the Site and any transaction they enter into on the Site or in connection with their use of the Site.

You agree that you will not, in connection with your use of the Site, or Service, violate any applicable law or regulation. Without limiting the foregoing, you agree not to (i) make available through the Site any material or information that infringes any copyright, trademark, patent, trade secret, or other right of any party (including rights of privacy or publicity); (ii) institute, assist, or become involved in any type of attack including, without limitation, denial of service attacks, upon the Site and/or the Service or otherwise attempt to disrupt the Site and/or the Service or any other person's use of the Site and/or the Service; or (iii) attempt to gain unauthorized access to the Site, Service, Accounts registered to other users, or the computer systems or networks connected to the Site and/or the Service. Furthermore, you may not use the Site to develop, generate, transmit or store information that: (a) is defamatory, harmful, abusive, obscene or hateful; (b) in any way obstructs or otherwise interferes with the normal performance of another person's use of the Site and/or the Service, (c) performs any unsolicited commercial communication not permitted by applicable law; (d) constitutes harassment or a violation of privacy or threatens other people or groups of people; (e) is harmful to children in any manner; (f) violates any applicable law, regulation or ordinance; (g) makes any false, misleading or deceptive statement or representation regarding BVML and/or the Site or Service or (h) constitutes phishing, pharming or impersonates any

other person, or steals or assumes any person's identity (whether a real identity or online nickname or alias).

Users further agree that they are responsible for and agree to abide by all laws, rules, ordinances, or regulations applicable to the rental property, including but not limited to any and all laws, rules, ordinances, regulations or other requirements relating to taxes, credit cards, data and privacy, permits or license requirements, zoning ordinances, safety compliance as applicable.

### **3. Unauthorized Uses of the Site.**

The license to use the Site only extends to the uses expressly described herein. The license to use the Site granted to users in these T&C does not include any right of collection, aggregation, copying, scraping, duplication, display or any derivative use of the Site nor any right of use of data mining, robots, spiders or similar data gathering and extraction tools without our prior written permission; provided, however, that a limited exception from the foregoing exclusion is provided to general purpose internet search engines that use tools to gather information for the sole purpose of displaying hyperlinks to the Site, provided they each do so from a stable IP address or range of IP addresses using an easily identifiable agent and comply with our robots.txt file. "General purpose internet search engines" do not include a website or search engine or other service that provides listings of locker rental advertisements, or any subset of the same or which is in the business of providing locker rental services or other services that compete with us.

Unauthorized uses of the Site also include, without limitation, those listed below. You agree not to do any of the following, unless otherwise previously and specifically agreed to by us:

- Any commercial use of the Site or any content on the Site, other than by members in good standing, or by members under a valid license to software offered on the Site
- Copy, reproduce, upload, post, display, republish, distribute or transmit any part of the content in any form whatsoever;
- Reproduce any portion of the Site on your website or otherwise, using any device including, but not limited to, use of a frame or border environment around the Site, or other framing technique to enclose any portion or aspect of the Site, or mirror or replicate any portion of the Site;
- Deep-link to any portion of the Site without our express written permission;
- Modify, translate into any language or computer language or create derivative works from, any content or any part of the Site;

- Reverse engineer any part of the Site;
- Sell, offer for sale, transfer or license any portion of the Site in any form to any third parties;
- Use the Site and its inquiry or booking functionality other than to advertise and/or research locker rentals, to make legitimate inquiries to our users or any other use expressly authorized on the Site;
- Use the Site to post or transmit information that is in any way false, fraudulent, or misleading, including making any reservation or inquiry under false pretenses, or taking any action that may be considered phishing or that would give rise to criminal or civil liability;
- Post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, indecent, inflammatory, sexually explicit, pornographic or profane material;
- Violate, plagiarize or infringe the rights of us or third parties including, without limitation, copyright, trademark, patent, trade secrets, rights of publicity or privacy or any other intellectual or proprietary rights; or
- Use or access the Site in any way that, in our sole discretion, adversely affects, or could adversely affect, the performance or function of the Site or any other system used by us or the Site.

If you are aware of, or experience, any content, activity or communication through or in connection with the Site that appears to be in violation of the above restrictions, or in violation of any other provision of these T&C, we ask that you please inform us by contacting us as set forth under “Contact Us.”

#### **4. Proprietary Rights and Downloading of Information from the Site.**

The Site and all content and information on the Site are protected by copyright as a collective work and/or compilation, under applicable U.S. and international copyright laws and conventions and database rights. You agree to abide by any and all copyright notices, information or restrictions contained in or relating to any content on the Site. Copying, storing or otherwise accessing the Site or any content on the Site other than for your personal, noncommercial use (other than in accordance with a valid listing) is expressly prohibited without prior written permission from us. As part of the rental inquiry or reservation process, for your own personal, noncommercial use and not for further distribution, you may download, display and/or print one copy of any portion of the Site. You may not modify the same, and you must reproduce our copyright notice in the form displayed on the relevant portion(s) of the Site that you desire to download, display or print.

#### **5. Your E-mail Address and Data; Our Privacy Policy; Data Transmittal.**

When you provide your e-mail address, name or other information to us in connection with your use or access to the Site, any service or tool provided on the Site or otherwise, you agree to allow the Site and its affiliated websites to add your e-mail address, name or other information provided to our database of users. You may receive one or more promotional e-mails from either the Site or a website of one of BVML's affiliates. You are welcome to opt not to receive such promotional e-mails from the Site or such affiliates' websites at any time. Please review our Privacy Policy for more information regarding our email and other data collection practices and safeguards, and how to opt not to receive such emails. Your use of the Site signifies your acknowledgment of, and agreement with, our [Privacy Policy](#). We adhere to strong principles of privacy. You agree that we may access and use your user-contributed content in accordance with these Terms or our [Privacy Policy](#) and we agree that we will only disclose your user-contributed content in accordance with these Terms and our [Privacy Policy](#).

## **6. Accounts.**

To use certain portions of the Site and Service, you will be directed to register on the Site and create a user profile or account (Account). Eligibility is limited to persons equal to or over the age of 18, or to persons who have reached the age of majority in their countries of residence. Void in countries on the United States list of embargoed countries. As part of the registration process, you may be asked to submit your name, address, email address, and/or similar information and to select a password. You agree that all information you provide to BVML for purposes of creating an account (Registration Information) will be true, accurate, current and complete and your failure to provide such information shall constitute a breach of this T&C and may result in the immediate termination of your Account. You shall (i) promptly update your Registration Information to keep it true, accurate, current and complete; and (ii) maintain the confidentiality of your password.

In creating an Account, you shall not (a) select or use the email address or user name of another person with the intent to impersonate that person, (b) use a name subject to the rights of any other person without authorization, (c) use an email address or user name that is profane, offensive or otherwise inappropriate or (d) allow any other party to use your Account and/or password except as set forth herein.

You may not share or transfer any Account. You may not disclose your password to anyone. You agree to immediately notify BVML by sending an email to [service@bluevetmobilelockers.com](mailto:service@bluevetmobilelockers.com) of any known or suspected unauthorized use(s) of your Account or any known or suspected breach of security, including loss, theft or unauthorized disclosure of your password. You understand and agree that you shall be liable for all activities that occur under any Account created for your use, even if such activities were not committed by you. BVML is not responsible for any loss or damage arising from your failure to maintain the confidentiality of your password.

EACH USER ACKNOWLEDGES AND AGREES THAT: (1) NEITHER HOMEAWAY NOR ANY OF ITS AFFILIATES WILL HAVE ANY LIABILITY TO ANY USER FOR ANY UNAUTHORIZED TRANSACTION MADE USING ANY USER'S ID OR PASSWORD; AND (2) THE UNAUTHORIZED USE OF YOUR ONLINE ID AND PASSWORD FOR YOUR HOMEAWAY ACCOUNT OR YOUR EMAIL ACCOUNT COULD CAUSE YOU TO INCUR LIABILITY TO BOTH HOMEAWAY AND OTHER USERS.

## **7. Termination of Account**

You understand and agree that you have no ownership rights in your Account and BVML may stop offering the Service at any time. Further, BVML may cancel your Account, delete all of your Registration Information and any other information you have provided through the Site (collectively, User Content) associated with your Account at any time, without notice, for any reason or no reason including, without limitation, your violation of this T&C. BVML will not be liable for any damages or loss resulting from the removal of any User Content from the Site and/or the Service. You may cancel your Account at any time and cancellation will take effect immediately. BVML reserves the right to temporarily or permanently restrict or block access to the Site and/or the Service to any users who have had their Accounts cancelled.

## **8. Service Fee Payable by Users.**

We charge a service fee payable by users who book a reservation on the Site via the Site checkout. The service fee covers the use of credit/debit card banking fees, the Site, including such features as 24/7 user support, and is calculated as a variable percentage of the total reservation amount (which may or may not include additional fees, taxes and damage deposits). The exact service fee charged will be displayed to users at the time of booking. The service fee will be charged after the user places the reservation. The service fee will not be refunded at any time in the event a user cancels his reservation. See below for refunds, returns and exchanges. Any taxes alleged to be owed by any taxing authority on the service fee are the responsibility of BVML and users have no responsibility for any such claimed tax liability. Users agree not to encourage or advise a user to avoid or circumvent the service fee charged by BVML.

## **9. Refunds, returns, and exchanges**

Your Rental Reservation through the BVML platform secures your locker for event day. Reservations must be cancelled 1 week prior to event day for full refund. Reservations are non-refundable should renter not attend event. Due to the exclusive nature of all Events rain or shine policy, we apologize for not being able to accommodate exchanges. We will only refund rental charges outside the 1 week prior window if we were unable to deliver the rental you were promised.

## **10. Internet Access**

You are responsible for any Internet connection and telecommunication fees and charges that you incur when accessing the Site and/or the Service.

## **11. Notification of Infringement; DMCA Policy.**

We respect the intellectual property rights of others, and BVML does not permit, condone or tolerate the posting of any content on the Site that infringes any person's copyright. BVML will terminate, in appropriate circumstances, a member or user who is the source of repeat infringement of copyright. Should you become aware of or suspect any copyright infringement on this Site, please contact us at [bluevetmobilelockers@cox.net](mailto:bluevetmobilelockers@cox.net) and refer what you deem may be in violation.

## **12. Unsolicited Ideas and Feedback.**

All comments, feedback, suggestions, ideas, and other submissions that you disclose, submit or offer to us in connection with your use of the Site or Service, such as your suggestions regarding improvements that we make to the Site or Service (collectively, Comments) will become our exclusive property. Such disclosure, submission or offer of any Comments shall constitute an assignment to us of all worldwide right, title and interest in all patent, copyright, trademark, and all other intellectual property and other rights whatsoever in and to the Comments and a waiver of any claim based on moral rights, unfair competition, breach of implied contract, breach of confidentiality, and any other legal theory relating to submissions. Thus, we will own exclusively all such right, title and interest and shall not be limited in any way in the use, commercial or otherwise, of any Comments. You should not submit any Comments to us if you do not wish to assign such rights to us. We are and will be under no obligation: (i) to maintain any Comments in confidence; (ii) to pay to you or any third party any compensation for any Comments; or (iii) to respond to any Comments. You are and shall remain solely responsible for the content of any Comments you make. By posting Comments or any other content, you warrant and represent that you own the rights to such or are otherwise authorized to post, distribute, display, perform, transmit, or otherwise distribute such Comments and content and grant us the right to do the same. You hereby irrevocably waive any claims based on moral rights and similar theories, if any.

Your User Content, and the contents of all of your Comments and other online communications (including without limitation chat text, voice communications, IP addresses and your personal information) may be accessed and monitored as necessary to provide the Service and may be disclosed: (i) when we have a good faith belief that we are required to disclose the information in response to legal process (for example, a court order, search warrant or subpoena); (ii) to satisfy any applicable laws or regulations (iii) where we believe that the Site or Service is being used in the commission of a crime, including to report such criminal activity or to exchange information with other companies and organizations for the purposes of fraud protection and credit risk reduction; (iv) when we have a good faith belief that there is an emergency that poses a threat to the health and/or safety of you, another person or the

public generally; and (v) in order to protect the rights or property of BVML, including to enforce this T&C. By entering into this T&C, you hereby provide your irrevocable consent to such monitoring, access and disclosure.

When accessing the Site you agree to obey the law and to respect the intellectual property rights of others. Your use of the Site is at all times governed by and subject to laws regarding copyright ownership and use of intellectual property. You agree not to upload, download, display, perform, transmit, or otherwise distribute any information or content in violation of any third party's copyrights, trademarks, or other intellectual property or proprietary rights. You shall be solely responsible for any violations of any relevant laws and for any infringements of third party rights caused by any content you provide or transmit, or that is provided or transmitted using your account. The burden of proving that any content does not violate any laws or third party rights rests solely with you.

The Site and the Service are operated by BVML in the United States. Those who choose to access the Site, and/or the Service from locations outside the United States do so on their own initiative and are responsible for compliance with applicable local laws.

### **13. Software Available on the Site.**

The Site is controlled and operated by BVML or an affiliate of BVML in the United States. Software available on the Site (the "**Software**") is subject to United States export controls. No Software available on the Site or software available on any other site operated by BVML or an affiliate of BVML in the United States may be downloaded or otherwise exported or re-exported (i) into (or to a resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria or any other country to which the United States has embargoed goods, or (ii) anyone on the United States Treasury Department's list of Specially Designated Nationals or the United States Commerce Department's Table of Deny Orders. By using the Site, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

All Software is the copyrighted work of BVML, an affiliate of BVML or an identified third party. Your use of such Software is governed by these Terms and the terms of any additional license agreement that accompanies or is included with such Software. If the Software is not accompanied by an additional license agreement, we hereby grant you a limited, personal and nontransferable license to use the Software for viewing and using this Site in accordance with these Terms and for no other purpose.

THE SOFTWARE IS WARRANTED, IF AT ALL, ONLY ACCORDING TO THE TERMS OF THE LICENSE AGREEMENT ACCOMPANYING SUCH SOFTWARE. COPYING



OR REPRODUCING ANY SOFTWARE AVAILABLE ON THIS SITE IS EXPRESSLY PROHIBITED, EXCEPT AS SPECIFICALLY PROVIDED FOR IN A LICENSE AGREEMENT ACCOMPANYING SUCH SOFTWARE.

#### **14. Links to Third-Party Sites.**

This Site may contain links and pointers to other Internet sites, resources and sponsors of the Site. Links to and from the Site to other third-party sites, maintained by third parties, do not constitute an endorsement by us of any third parties, the third-party sites or the contents thereof. We may also provide tools to allow interaction between the Site and a third-party site, such as a Social Media Site. We are not responsible in any way for such third-party sites or resources and your use of such sites and resources will not be governed by these Terms.

#### **15. Limitation of Liability.**

**IN NO EVENT WILL BVML, OR ITS SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, CONSULTANTS, AGENTS AND/OR EMPLOYEES (COLLECTIVELY, THE "BVML GROUP"), OR ANY THIRD-PARTY PROVIDER OF A SERVICE OR TOOL OFFERED ON ANY SITE OF A MEMBER OF THE BVML GROUP (EACH A "THIRD-PARTY PROVIDER"), BE LIABLE FOR ANY LOST PROFITS OR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF, BASED ON, OR RESULTING FROM (A) OUR SITE, (B) THESE TERMS, (C) ANY BREACH OF THESE TERMS BY YOU OR A THIRD PARTY, (D) USE OF THE SITE, TOOLS OR SERVICES WE PROVIDE, OR ANY THIRD PARTY PROVIDER PROVIDES, RELATED TO THE BUSINESS WE OPERATE ON THE SITE, BY YOU OR ANY THIRD PARTY (E) ANY USER-CONTRIBUTED CONTENT, (F) INTERACTION BETWEEN OUR SITE AND ANY THIRD PARTY SITE, INCLUDING WITHOUT LIMITATION A SOCIAL MEDIA SITE, FACILITATED BY A TOOL OR SERVICE ON OUR SITE AND/OR (G) ANY ACTUAL OR ATTEMPTED COMMUNICATION OR TRANSACTION, INCLUDING WITHOUT LIMITATION, ANY PAYMENT TRANSACTION (EVEN IF WE OR ANY THIRD PARTY PROVIDER RECEIVES A FEE IN CONNECTION THEREWITH) BETWEEN USERS, IN EACH CASE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS AND EXCLUSIONS APPLY WITHOUT REGARD TO WHETHER THE DAMAGES ARISE FROM (1) BREACH OF CONTRACT, (2) BREACH OF WARRANTY, (3) STRICT LIABILITY, (4) TORT, (5) NEGLIGENCE, OR (6) ANY OTHER CAUSE OF ACTION, TO THE MAXIMUM EXTENT SUCH EXCLUSION AND LIMITATIONS ARE NOT PROHIBITED BY APPLICABLE LAW.**

**IF YOU ARE DISSATISFIED WITH THE SITE, YOU DO NOT AGREE WITH ANY PART OF THE TERMS, OR HAVE ANY OTHER DISPUTE OR CLAIM WITH OR AGAINST US, ANY THIRD PARTY PROVIDER OR ANY USER OF THE SITE WITH RESPECT TO THESE TERMS OR THE SITE, THEN YOUR SOLE AND EXCLUSIVE REMEDY AGAINST US IS TO DISCONTINUE USING THE SITE. IN ALL EVENTS, OUR LIABILITY, AND THE LIABILITY OF ANY MEMBER OF THE BVML GROUP, TO YOU OR ANY THIRD PARTY IN ANY CIRCUMSTANCE ARISING OUT OF OR IN CONNECTION WITH THE SITE IS LIMITED TO THE GREATER OF (A) THE**

**AMOUNT OF FEES YOU PAY TO US IN THE TWELVE MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY OR (B) \$100.00 IN THE AGGREGATE FOR ALL CLAIMS.**

#### **16. Disclaimers**

**THE SITE, INCLUDING ALL CONTENT, SOFTWARE, FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE ON OR ACCESSED THROUGH THE SITE, IS PROVIDED "AS IS." TO THE FULLEST EXTENT PERMISSIBLE BY LAW, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER FOR THE CONTENT ON THE SITE OR THE MATERIALS, INFORMATION AND FUNCTIONS MADE ACCESSIBLE BY THE SOFTWARE USED ON OR ACCESSED THROUGH THE SITE, FOR ANY PRODUCTS OR SERVICES OR HYPERTEXT LINKS TO THIRD PARTIES OR FOR ANY BREACH OF SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION THROUGH THE SITE OR ANY LINKED SITE, EVEN IF WE BECOME AWARE OF ANY SUCH BREACHES. FURTHER, WE EXPRESSLY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ACCURACY. WE DO NOT WARRANT THAT THE FUNCTIONS CONTAINED ON THE SITE OR ANY MATERIALS OR CONTENT CONTAINED THEREIN WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ACKNOWLEDGE AND AGREE THAT ANY TRANSMISSION TO AND FROM THIS SITE IS NOT CONFIDENTIAL AND YOUR COMMUNICATIONS OR USER-CONTRIBUTED CONTENT MAY BE READ OR INTERCEPTED BY OTHERS. YOU FURTHER ACKNOWLEDGE AND AGREE THAT BY SUBMITTING COMMUNICATIONS OR USER-CONTRIBUTED CONTENT TO US AND BY POSTING INFORMATION ON THE SITE, NO CONFIDENTIAL, FIDUCIARY, CONTRACTUALLY IMPLIED OR OTHER RELATIONSHIP IS CREATED BETWEEN YOU AND US OTHER THAN PURSUANT TO THESE TERMS.**

**YOU ACKNOWLEDGE AND AGREE THAT YOU WILL NOT HOLD OR SEEK TO HOLD US OR ANY THIRD PARTY PROVIDER RESPONSIBLE FOR THE CONTENT PROVIDED BY ANY USER. YOU FURTHER ACKNOWLEDGE AND AGREE THAT ALL RENTAL TRANSACTIONS BETWEEN USERS OF THE SITE AND BVML WILL BE IN ACCORDANCE WITH LOCAL AND STATE LAWS WITH VIOLATIONS BEING PROSECUTED TO THE HIGHEST EXTENT OF THE LAW. WE HAVE NO CONTROL OVER AND DO NOT GUARANTEE (OTHER THAN PURSUANT TO ANY GUARANTEE THAT MAY BE OFFERED ON THE SITE) THE SAFETY OF ANY TRANSACTION.**

**YOU ACKNOWLEDGE AND AGREE WE HOLD THE RIGHT TO REFUSE SERVICE AT ANYTIME, INCLUDING ON-SITE AS A RESULT OF ANY USER MISREPRESENTING HIS IDENTITY, VIOLATING LAWS, POLICIES, PROCEDURES OR PERSONAL SAFETY PROTOCOLS FOR OTHER USERS OR MEMBERS OF THE BVML GROUP. BVML IS NOT LIABLE FOR ANY AND ALL INJURY CLAIMS**

**FILED BY THE USER AS A RESULT OF USER NEGLIGENCE OR FAILURE TO ABIDE BY SAFETY PROTOCOLS.**

**17. Release; Indemnification.**

**IN THE EVENT THAT YOU HAVE A DISPUTE WITH ONE OR MORE OTHER USERS OF THE SITE (INCLUDING, WITHOUT LIMITATION, ANY DISPUTE BETWEEN USERS REGARDING ANY TRANSACTION OR USER-CONTRIBUTED CONTENT) OR ANY THIRD PARTY PROVIDER OR ANY THIRD PARTY WEBSITE THAT MAY BE LINKED TO OR FROM OR OTHERWISE INTERACT WITH THE SITE, INCLUDING WITHOUT LIMITATION ANY SOCIAL MEDIA SITE, YOU HEREBY AGREE TO RELEASE, REMISE AND FOREVER DISCHARGE EACH MEMBER OF THE BVML GROUP, EACH OF THEIR RESPECTIVE AGENTS, DIRECTORS, OFFICERS, EMPLOYEES, AND ALL OTHER RELATED PERSONS OR ENTITIES FROM ANY AND ALL MANNER OF RIGHTS, CLAIMS, COMPLAINTS, DEMANDS, CAUSES OF ACTION, PROCEEDINGS, LIABILITIES, OBLIGATIONS, LEGAL FEES, COSTS, AND DISBURSEMENTS OF ANY NATURE WHATSOEVER, WHETHER KNOWN OR UNKNOWN, WHICH NOW OR HEREAFTER ARISE FROM, RELATE TO, OR ARE CONNECTED WITH SUCH DISPUTE AND/OR YOUR USE OF THE SITE.**

**IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."**

**YOU HEREBY AGREE TO INDEMNIFY, DEFEND AND HOLD EACH MEMBER OF THE BVML GROUP (COLLECTIVELY, THE "INDEMNIFIED PARTIES") HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY AND COSTS INCURRED BY THE INDEMNIFIED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF YOUR USE OF THE SITE OR OTHERWISE RELATING TO THE BUSINESS WE CONDUCT ON THE SITE (INCLUDING, WITHOUT LIMITATION, ANY POTENTIAL OR ACTUAL COMMUNICATION, TRANSACTION OR DISPUTE BETWEEN YOU AND ANY OTHER USER OR THIRD PARTY), ANY CONTENT POSTED BY YOU OR ON YOUR BEHALF OR POSTED BY OTHER USERS OF YOUR ACCOUNT TO THE SITE, ANY USE OF ANY TOOL OR SERVICE PROVIDED BY A THIRD PARTY PROVIDER, ANY USE OF A TOOL OR SERVICE OFFERED BY US THAT INTERACTS WITH A THIRD PARTY WEBSITE, INCLUDING WITHOUT LIMITATION ANY SOCIAL MEDIA SITE OR ANY BREACH BY YOU OF THESE TERMS OR THE REPRESENTATIONS, WARRANTIES AND COVENANTS MADE BY YOU HEREIN, INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES AND COSTS. YOU SHALL COOPERATE AS FULLY AS REASONABLY REQUIRED IN THE DEFENSE OF ANY CLAIM.**

**WE RESERVE THE RIGHT, AT OUR OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU AND YOU SHALL NOT IN ANY EVENT SETTLE ANY MATTER WITHOUT OUR WRITTEN CONSENT.**

**18. Governing Law; Jurisdiction; Disputes; Arbitration.**

BVML's right to amend these Terms, in whole or in part, at any time as set forth below in Section 22 does not apply to this "Disputes; Arbitration", section. The version of this "Disputes; Arbitration" section in effect on the date you last accepted the Terms controls.

BVML is committed to customer satisfaction, so if you have a problem or dispute, we will try to resolve your concerns. But if we are unsuccessful, you may pursue claims as explained in this section. You agree to give us an opportunity to resolve any disputes or claims relating in any way to the Site, any dealings with our customer experience agents, any services or products provided, any representations made by us, or our [Privacy Policy](#) ("**Claims**") by contacting [bluevetmobilelockers@cox.net](mailto:bluevetmobilelockers@cox.net). If we are not able to resolve your Claims within 60 days, you may seek relief through arbitration or in small claims court, as set forth below.

**Any and all Claims will be resolved by binding arbitration, rather than in court**, except you may assert Claims on an individual basis in small claims court if they qualify. This includes any Claims you assert against us, our subsidiaries, users or any companies offering products or services through us (which are beneficiaries of this arbitration agreement). This also includes any Claims that arose before you accepted these Terms, regardless of whether prior versions of the Terms required arbitration.

**There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including statutory damages, attorneys' fees and costs), and must follow and enforce these Terms as a court would.**

Arbitrations will be conducted by the American Arbitration Association (AAA) under its rules, including the AAA Arbitration Consumer Rules (together, the "AAA Rules"). Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules, except as provided in this section. If your total Claims seek less than \$10,000, we will reimburse you for filing fees you pay to the AAA and will pay arbitrator's fees. You may choose to have an arbitration conducted by telephone, based on written submissions, or in person in the state where you live or at another mutually agreed upon location.

By agreeing to arbitration under the AAA Rules, the parties agree, among other things, that the arbitrator, and not any federal, state, or local court or agency, shall have the exclusive power to rule on any objections with respect to the existence, scope, or validity of the arbitration agreement or to the arbitrability of any claim or counterclaim

To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your Claims to “Blue Vet Mobile Lockers Legal: Arbitration Claim Manager,” at Blue Vet Mobile Lockers, LLC, 9057 W. Irma Lane Peoria, AZ 85382. If we request arbitration against you, we will give you notice at the email address or street address you have provided. The AAA's rules and filing instructions are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879.

**Any and all proceedings to resolve Claims will be conducted only on an individual basis and not in a class, consolidated or representative action.** If for any reason a Claim proceeds in court rather than in arbitration **we each waive any right to a jury trial.** The Federal Arbitration Act and federal arbitration law apply to these Terms. An arbitration decision may be confirmed by any court with competent jurisdiction.

## **19. Third-Party Products**

Third party services, content, information and products may be made available by BVML on or through the Site (Third Party Products). Third Party Products are provided solely for the convenience of Site users and BVML makes no representations or warranties regarding any Third Party Products and takes no responsibility and assumes no liability for any Third Party Products. Third Party Products are subject to the applicable terms and policies of the third parties that offer them.

## **20. Hyperlinks**

Links from the Site. The Site may contain links to websites operated by other parties. BVML provides these links to other websites as a convenience and use of these sites is at your own risk. The linked sites are not under the control of BVML, and BVML is not responsible for the content available on the other sites. Such links do not imply BVML's endorsement of information or material on any other site and BVML disclaims all liability with regard to your access to and use of such linked websites.

Links to the Site. You may not place a link to the Site on another website without our prior written consent and, without limiting the foregoing, you must adhere to BVML's linking policy as follows: (i) the appearance, position and other aspects of the link may not be such as to damage or dilute the goodwill associated with BVML and/or its licensors' names and trademarks, (ii) the appearance, position and other attributes of the link may not create the false appearance that your organization or entity is sponsored by, affiliated with, or associated with BVML, (iii) when selected by a user, the link must display the Site on full-screen and not within a frame on the linking site, and (iv) BVML reserves the right to revoke its consent to the link at any time and in its sole discretion.

## **21. BVML Intellectual Property and Intellectual Property Infringement**

The interfaces, content, arrangement and layout of the Site including, but not limited to, the BVML trademark and logo, designs, text, artwork, graphics, images, buttons, user interfaces, information and other content, and any compilation of the foregoing (BVML Intellectual Property) are the property of BVML, except where otherwise noted, and are protected from copying, imitation, communication, or simulation under U.S. and international laws and may not be reproduced, modified, communicated, displayed, distributed, or transmitted without the prior written permission of BVML. You understand and acknowledge that, by visiting the Site, you do not acquire or obtain by implication or otherwise, any license or right to use or make additional copies of any materials or information displayed on the Site. You agree not to display or use any BVML Intellectual Property or third party content located on the Site in any manner not expressly permitted under this T&C.

We respect the copyrights of others and expect our users to do the same. We have a policy of terminating users who repeatedly infringe the copyrights of others. If you learn or believe that the Site or Service or any information on the Site, including any Content, infringes upon any copyright or other intellectual property that you own or control, you may file a notice under our Intellectual Property Policy. In the event of any third party claim that the Site or Service infringes that third party's intellectual property rights, we will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim

## **22. General**

22.1. Amendments/Revisions. This T&C may only be amended and/or revised in writing by BVML (including by publishing such revisions by BVML on the Site).

22.2. Relationship of Parties. You agree that no joint venture, partnership, employment, or agency relationship exists between you and BVML as a result of this T&C or your use of the Site, the Software or the Service.

22.3. Assignment. BVML may assign this T&C, in whole or in part, to any person or entity at any time with or without your consent. You may not assign this T&C without BVML's prior written consent, and any unauthorized assignment by you shall be null and void.

22.4. Severability. If any of the provisions of this T&C is found to be invalid or unenforceable, then that provision will be construed in a manner consistent with

applicable laws to reflect, as nearly as possible, the original intentions of the parties, and the remaining provisions shall remain in full force and effect.

22.5. Attorneys' Fees. In the event any arbitration is brought by either party in connection with this T&C, the prevailing party in such arbitration shall be entitled to recover from the other party all the reasonable costs, attorneys' fees and other expenses incurred by such prevailing party in the arbitration.

22.6. No Waiver. Our failure to enforce any provision of this T&C shall in no way be construed to be a present or future waiver of such provision, nor in any way affect the right of any party to enforce each and every such provision thereafter. The express waiver by us of any provision, condition or requirement of this T&C shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.

22.7. Notices. All notices given by you or required under this T&C shall be in writing and addressed to: Blue Vet Mobile Lockers, LLC, 9057 W. Irma Lane, Peoria, AZ 85382, Attn: BVML Customer Service.

22.8. Equitable Remedies. You hereby agree that BVML would be irreparably damaged if the terms of this T&C were not specifically enforced, and therefore you agree that we shall be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect to breaches of this T&C, in addition to such other remedies as we may otherwise have available to us under applicable laws.

17.9. Entire Agreement. This T&C, including the documents expressly incorporated by reference, constitutes the entire agreement between you and us with respect to the Site, the Software and the Service and supersedes all prior or contemporaneous communications, whether electronic, oral or written, between you and us with respect to the Site, the Software and/or the Service.