



AUTOBOOK TX TERMS OF SERVICE & PRIVACY POLICY

1. INTRODUCTION

Welcome to Autobook TX. This document combines the Terms of Service, Privacy Policy, and End User License Agreement ("EULA") governing your use of Autobook TX and any associated services, features, and content provided.

2. LICENSE & GUARANTEE

Your use of Autobook TX is under a license, not a sale. Your license to each App is subject to your prior acceptance of either Terms of Service. Dylan Perks (the "Licensor") reserves all rights in and to Autobook TX not expressly granted to you under these terms of service.

ANY SERVICES PROVIDED BY AUTOBOOK TX PERTAINING TO EXTERNAL SERVICES, SUCH AS THOSE PROVIDED BY THE TEXAS DEPARTMENT OF SAFETY, CANNOT BE GUARANTEED BY ANY OTHER ENTITY OTHER THAN THE PROVIDER OF SUCH EXTERNAL SERVICES, INCLUDING AUTOBOOK TX. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT PURCHASES OF AUTOBOOK TX SERVICES IS AT YOUR SOLE RISK AND ACKNOWLEDGEMENT THAT LICENSOR CANNOT GUARANTEE SUCH SERVICES.

3. SCOPE OF LICENSE

Licensor grants to you a non-transferable license to use Autobook TX on any device you own or control and as permitted by the Usage Rules. This Terms of Service will govern any content, materials, or services accessible from or purchased within Autobook TX as well as upgrades provided by Licensor that replace or supplement the original Licensed Application. You may not distribute or make Autobook TX available over a network where it could be used by multiple devices at the same time. You may not transfer, redistribute or sublicense Autobook TX and, if you sell the device on which it is installed or accessed to a third party, you must remove Autobook TX from the device before doing so. You may not copy (except as permitted by this license), reverse-engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of Autobook TX, any updates, or any part thereof (except as and only to the extent that any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open-sourced components included with Autobook TX).

4. PRIVACY POLICY

You agree that Licensor may collect and use technical data and related information—including but not limited to technical information about your device, system and application software, and peripherals—that is gathered periodically to facilitate the provision of software updates, product support, and other services to you (if any) related to Autobook TX. In addition, you agree that when using the Autobook TX service, Licensor will collect personal information you explicitly provide such as your name, email address, telephone number, ZIP code, and last four digits of your Social Security Number. Licensor may use this information to improve its products or to provide services or technologies to you. To this end, this information may be shared with third parties such as the Texas Department of Public Safety, to the maximum extent required to provide the services offered by Autobook TX to you.

5. EXTERNAL SERVICES

Licensors are not responsible for examining or evaluating the content or accuracy of any third-party external services, such as that of the Texas Department of Public Safety, and shall not be liable for any such third-party external services. Data displayed by Autobook TX, including but not limited to financial, medical and location information, is for general informational purposes only and is not guaranteed by Licensors or its agents. You will not use the external services in any manner that is inconsistent with this Terms of Service or that infringes the intellectual property rights of Licensors or any third party. These services may not be available in all languages or in your home country, and may not be appropriate or available for use in any particular location. To the extent you choose to use such Autobook TX services and by extension these external services, you are solely responsible for compliance with any applicable laws. Licensors reserves the right to change, suspend, remove, disable or impose access restrictions or limits on any services at any time without notice or liability to you.

6. WARRANTIES & LIABILITY

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE LICENSED APPLICATION IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LICENSED APPLICATION AND ANY SERVICES PERFORMED OR PROVIDED BY THE LICENSED APPLICATION ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND LICENSOR HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE LICENSED APPLICATION AND ANY SERVICES, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND OF NONINFRINGEMENT OF THIRD-PARTY RIGHTS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY LICENSOR OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE LICENSED APPLICATION OR SERVICES PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.

TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL LICENSOR BE LIABLE FOR PERSONAL INJURY OR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OF OR INABILITY TO USE THE LICENSED APPLICATION, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, OR OTHERWISE) AND EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU.

In no event shall Licensors's total liability to you for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount paid for Autobook TX services. The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

7. ENTIRE AGREEMENT

These Terms of Services and the relationship between you and Licensors shall be governed by the laws of the State of Texas, excluding its conflicts of law provisions. You and Licensors agree to

submit to the personal and exclusive jurisdiction of the courts located within Collin Country, Texas, to resolve any dispute or claim arising from this Agreement. These Terms of Service are effective until terminated by you or Licensor. Your rights under these Terms of Service will terminate automatically if you fail to comply with any of its terms.