

**MILNE TOWING SERVICES
MILNE PARKING MANAGEMENT WEBSITE SERVICE
TERMS OF SERVICE AND END USER LICENSE AGREEMENT**

Welcome to **Milne Parking Management!!** Milne Towing Services created Milne Parking Management (www.milneparking.com) to be used as a tool to assist you in the never-ending effort of maintaining a safe and enjoyable private property parking facility. Milne Parking Management will streamline the communication between you and us, thereby allowing you to more effectively manage your private property in less time!

The Terms of Service and End User License Agreement ("**Agreement**") constitutes a valid and binding agreement between Baumbach Enterprises LLC, D/B/A Milne Towing Services (together with its successors and assigns "**Company**," "we," or "us") and you ("**Client**," "you," or "your"). This Agreement explains the terms by which you may use our online and/or mobile services and website provided by or in connection with the service (collectively the "**Services**").

By accessing or using the Services, you signify that you have read, understood, and agree to be bound by the terms herein. If you do not agree, you may not use the Services. You may only access and use the Services in accordance with this Agreement. You will adhere to all laws, rules, and regulations applicable to your use of the Services.

You represent to us that you are lawfully able to enter into contracts. You must be at least 18 years of age (or the age of legal majority in your jurisdiction if different than 18) to be eligible to use the Services. Any use or access to the Services by anyone under 18 is strictly prohibited and in violation of this Agreement. In certain instances, Company may require you to provide proof of identity to create your account, or to access or use the Services, and you acknowledge and agree that you may be denied access or use of the Services if you refuse to provide such proof. This Agreement applies to all visitors, users, and others who access the Services ("Users").

1) Use of Our Services

- a) This Agreement governs your access and use of the Services, and any information that is displayed or provided therein. Company provides a wide range of administrative and management Services for the towing industry. By accessing and/or using the Services, you are indicating your acceptance of this Agreement, which thereby becomes a binding contract between you and Milne Towing Services, and you agree to be bound by all terms and conditions herein. Milne Towing Services' acceptance is expressly conditioned upon your agreement to all the terms and conditions of this Agreement, to the exclusion of all other terms.
- b) License. Subject to the terms and conditions of this Agreement, you are hereby granted a non-exclusive, limited, non-transferable, freely revocable license to use the Services as permitted by the features of the Services. Company reserves all rights not expressly granted herein in the

Services and the Company Content (as defined below). Company may terminate this license at any time for any reason or no reason.

- i) You acknowledge and agree that the Services are licensed solely for your own business or personal use and you may not use the Services for any other purposes, without prior written authorization from Company. You agree to not grant access to any third party for any purpose whatsoever without the prior written consent of Company; (b) make the Services, in whole or in part, available to any other person, entity or business; (c) sell, sublicense, lease, permit, transfer, copy, reverse engineer, decompile or disassemble the Services, in whole or in part, or otherwise attempt to discover the source code to the software used in the Services; (d) remove, circumvent, disable, damage or otherwise interfere with security-related features of the Services, features that prevent or restrict use or copying of any content accessible through the Services, or features that enforce limitations on use of the Services; (e) remove any proprietary notices from the software or elsewhere on the Services; or (d) modify, alter, integrate, combine the Services or associated software with any other software or services not provided or approved by us. You have and will obtain no rights to the Services except for the limited rights to use the Services expressly granted by this Agreement. Any attempt by you to transfer any of the rights, duties or obligations hereunder, except as expressly provided for in this Agreement, is void. Company reserves all rights not expressly granted under this Agreement
 - ii) You acknowledge that Company may from time to time issue upgraded versions of the Services, and may automatically electronically upgrade the version of the Services that you are using. You consent to such automatic upgrading and agree that the terms and conditions of this Agreement will apply to all such upgrades.
- c) Accounts and Users
- i) In order to use the Services, you may be required to create an account and provide accurate, current and complete information in connection with your use of the Services ("Account"). You agree to maintain and promptly update your Account information as necessary to maintain its accuracy. Company reserves the right to suspend or terminate access to and use of the Services, or any portion thereof, based on inaccurate or incomplete Account information.
 - ii) Your Account gives you access to the services and functionality that we may establish and maintain from time to time and in our sole discretion. We may maintain different types of accounts for different types of Users. If you open a Company Account on behalf of a company, organization, or other entity, then (a) "you" includes you and that entity, and (b) you represent and warrant that you are an authorized representative of the entity with the authority to bind the entity to this Agreement, and that you agree to this Agreement on the entity's behalf.

- iii) Users: You are solely responsible for all activity that occurs when the Services are accessed through your Account or the Site, and you must keep your account password secure. You must ensure that all email communications between the Site and you is secured, and passwords and user accounts are not shared with anyone else. You must notify Company immediately of any breach of security or unauthorized use of your account, or any other breach of security that may reasonably compromise your use of our Site and Services. Company will not be liable for any losses or damages arising from your failure to protect your password and/or Account information and/or caused by any unauthorized use of your Account.
- iv) You may control your Account and how you interact with the Services by changing the settings in your Account. By setting up an Account, you consent to our using your email address to send you Services-related notices, including any notices required by law, in lieu of communication by postal mail. We may also use your email address to send you other messages, such as changes to features of the Services and special offers. If you do not want to receive such email messages, you may opt out or change your preferences by informing our office at support@milnetowing.com. Opting out may prevent you from receiving email messages regarding updates, improvements, or offers, and will negatively impact your user experience in use of the Services.

2) Services Rules

- a) You agree not to engage in any of the following prohibited activities: (i) copying, distributing, or disclosing any part of the Services in any medium, including without limitation by any automated or non-automated "scraping"; (ii) using any automated system, including without limitation "robots," "spiders," "offline readers," etc., to access the Services; (iii) transmitting spam, chain letters, or other unsolicited email; (iv) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Services; (v) taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure; (vi) uploading invalid data, viruses, worms, or other software agents through the Services; (vii) collecting or harvesting any personally identifiable information, including account names, from the Services; (viii) using the Services for any commercial solicitation purposes; (ix) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, stealing or assuming and person's identity (whether a real identity or nickname or alias), conducting fraud, hiding or attempting to hide your identity; (x) interfering with the proper working of the Services; (xi) accessing any content on the Services through any technology or means other than those provided or authorized by the Services; or (xii) bypassing the measures we may use to prevent or restrict access to the Services, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Services or the content therein. Furthermore, you may not use the Services to develop, generate, transmit or store information that: (A) infringes any third party's intellectual property or other proprietary right; (B) is defamatory, harmful, abusive, obscene or hateful; (C) in any way obstructs or otherwise

interferes with the normal performance of another person's use of the Services, (D) performs any unsolicited commercial communication not permitted by applicable law; and (E) is harassment or a violation of privacy or threatens other people or groups of people.

- b) We may, without prior notice, change the Services; stop providing the Services or features of the Services, to you or to Users generally; or create usage limits for the Services. We may permanently or temporarily terminate or suspend your access to the Services without notice and liability for any reason, including if in our sole determination you violate any provision of this Agreement, or for no reason. Upon termination for any reason or no reason, you continue to be bound by this Agreement.
- c) Availability of Services. Company will use commercially reasonable efforts to make the Services available pursuant to this Agreement except for (a) planned downtime; (b) emergency downtime; and (c) any unavailability caused by circumstances beyond our reasonable control. Company reserves the right to modify the Services from time to time and makes no guarantees as to the continuous availability of the Services or of any specific feature(s) or functionality(ies) of the Services.

3) Non-Disclosure Agreement

- a) The Services contain confidential and trade secret information owned or licensed by Company, and you agree to take reasonable steps at all times to protect and maintain the confidentiality of such information.
- b) Users may have access to certain proprietary and confidential information of Milne Towing Services, Company, and its affiliated entities and partners, including without limitation, records, financial information, pricing, business strategies, operational information, confidential information, personnel, or any type of proprietary data or trade secrets. Users shall not directly or indirectly disclose to any person or entity outside of Company, any proprietary information, regardless of whether such proprietary information exists in the public domain, except with the prior written authorization of Company.

4) Proprietary Rights

- a) The Services and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, and music (the "Company Content"), and all intellectual property rights related thereto, are the exclusive property of Company and its licensors. Except as explicitly provided herein, nothing in this Agreement shall be deemed to create a license in or under any such intellectual property rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any Company Content. Use of the Company Content for any purpose not expressly permitted by this Agreement is strictly prohibited. This Agreement does not provide you with title or ownership of any Services or Company Content, but only a limited

right to use the same solely upon the terms expressly set forth in this Agreement. For the purpose of clarity, nothing provided under this Agreement is to be considered a "work for hire" and Company does not convey, transfer or assign to you any right, title and interest it may have now or in the future acquire, including but not limited to all intellectual property rights.

- b) Client materials. You will own and maintain ownership of all of your materials and data ("Client Materials"). We do not claim any ownership of the Client Materials that you submit, post, or display through the Services.
- c) Subject to the terms and conditions of this Agreement, you grant Company a worldwide, non-exclusive, limited term license to access, use, process, copy, distribute, perform, export and display Client Materials, only as reasonably necessary (a) to provide, maintain and improve the Services; (b) to prevent or address service, security, support or technical issues; (c) as required by law; and (d) as expressly permitted in writing by you.
- d) Client represents and warrants that it has secured all rights in and to Client Materials as may be necessary to grant this license.
- e) The Client Materials that you submit may be modified or adapted for purposes of transmission, display, or distribution over computer networks or any media formats, in order to conform to any requirements or limitations in working with such networks, services, devices or media. You retain any and all ownership rights to the Client Materials that you submit and are responsible for protecting those rights. We always reserve the right to remove or refuse distribution of any Client Materials on or through our Services.

5) Payment

- a) This Service is currently offered by the Company at no cost to the User. If the Company determines that a cost will be associated with use of the Service, Company will notify the User at least three (3) months prior, and this terms of service will be updated.

6) Privacy

- a) We care greatly about the privacy of our clients. Company's privacy practices are governed by Company's privacy policy, the most updated copy of which can be found at "insert web address" ("Privacy Policy"). The Privacy Policy does not cover the information practices exercised by any third parties that Company does not own or control.

7) Security

- a) In order to receive the benefits provided by certain aspects of the Services, you may need to grant permission for the software or website to utilize the processor and bandwidth of your computer. You understand that the Services will protect the privacy and integrity of your computer resources and communication and ensure the unobtrusive utilization of your computer resources to the greatest extent possible.

- b) Company cares about and takes very seriously the integrity and security of your personal information. We take commercially reasonable administrative, physical and electronic measures designed to safeguard and protect the Services, Client Materials and content, materials and data therein from unauthorized access, use, modification, deletion and/or disclosure by our personnel. However, we cannot guarantee that unauthorized third parties will never be able to defeat our security measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.

8) Third-Party Links and Information

- a) The Services may contain links to third-party materials that are not owned or controlled by Company. Company does not endorse or assume any responsibility for any such third-party sites, information, materials, products, or services. If you access a third-party website or service from the Services, you do so at your own risk, and you understand that this Agreement and Company's Privacy Policy do not apply to your use of such sites. You expressly relieve Company from any and all liability arising from your use of any third-party website, service, or content. Additionally, your dealings with or participation in promotions of advertisers found on the Services, including payment and delivery of goods, and any other terms (such as warranties) are solely between you and such advertisers. You agree that Company shall not be responsible for any loss or damage of any sort relating to your dealings with such advertisers.

9) Representations and Warranties

- a) You represent and warrant that: (i) You have the power, right and authority to enter into this Agreement, and are capable of forming a binding contract, (ii) you will use the Services for lawful purposes only, in accordance with this Agreement and all applicable laws, regulations and policies, (iii) you will not knowingly provide false information or attempt to subvert Company policy, (iv) you will use the Site and Services with the degree, skill, and care that is required by good, current and sound professional procedures and practices, and in conformance with generally accepted professional procedures and industry standards prevailing at the time the services are performed, (v) you own or have sufficient rights in and to the Client Materials you submit through the Services to grant the licenses set forth in this Agreement with respect to such content to Company, that any use by Company of such Client Materials as contemplated in this Agreement will not infringe on the rights of any third party or violate any applicable laws or regulations, and that such content shall not (a) violate any laws or regulations or any rights of any third parties, including but not limited to, such violations as infringement or misappropriation of any copyright, patent, trademark, trade dress, trade secret, music, image or other proprietary or property right, false advertising, unfair competition, defamation, invasion of privacy or publicity rights, moral or otherwise, or rights of celebrity, or any other right of any person or entity; (b) contain any material that is unlawful, fraudulent, threatening, defamatory, obscene, profane or hateful or (c) contain any disabling codes or instructions, or any viruses, worms, Trojan horses or other contaminants.

- b) Company represents and warrants that: (i) the Services shall materially perform as set forth in any descriptions or specifications provided by Company to you, and (ii) the Services will not infringe the intellectual property rights of third parties.

10) Indemnity

- a) You agree to defend, indemnify and hold harmless Company and its subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) ("Losses") arising from: (i) your use of and access to the Services, including any Client Materials transmitted or received by you; (ii) your violation of any term of this Agreement, including without limitation your breach of any of the representations and warranties above; (iii) your violation of any third-party right, including without limitation any right of privacy or intellectual property rights;; (iv) your violation of any applicable law, rule or regulation; (v) any Client Materials or content that is submitted via your account including without limitation misleading, false, or inaccurate information; (vi) your willful misconduct; or (vii) any other party's access and use of the Services with your unique username, password or other appropriate security code.
- b) Company agrees to defend, indemnify and hold you harmless from third party claims arising out of (i) a breach of this Agreement by Company, or (ii) claims that the Services infringe the intellectual property rights of third parties. If the Services become the subject of an intellectual property infringement claim, Company may, at its sole option, (a) procure for you a license to continue using the Services in accordance with this Agreement; (b) replace or modify the allegedly infringing portion of the Services to avoid the infringement, or (iii) terminate this Agreement and refund any prepaid fees as applicable to the period after termination. This section sets forth your sole remedy in the event of any third party infringement claim regarding the Services.

11) No Warranty

- a) The service is provided on as "as-is" and "as-available" basis. Use of this service is at your own risk. You are solely responsible for any and all acts or omissions taken. To the maximum extent permitted by law, the service is provided without warranties of any kind, whether expressed or implied, including but not limited to, fitness for a particular purpose. Company and its affiliates do not warrant that the content is accurate, reliable or correct at all times, that the service will meet your requirements, that the service will be available at any particular time or location, uninterrupted or secure, that any defects or errors will be corrected, or that the service is free of viruses or other harmful components. Any content downloaded or otherwise obtained through the use of the service is downloaded at your own risk and you will be solely responsible for any damage to your computer system or mobile device or loss of data that results from such download or your use of the service.

- b) Company does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the services advertised or offered through the Website. Company will not monitor transactions between the Users and the third party.
- c) Company may alter, suspend, add to, or discontinue the service in whole or in part at any time for any reason, without notice. Company assumes no responsibility for your ability to (or any costs or fees associated with your ability to) obtain access to the services.
- d) You agree that Company has made no agreements, representations or warranties other than those expressly set forth in this agreement or in any current Private Property Agreement in effect (Formerly known as General Authorization Agreements, Private Property Towing Services Agreements and Tagging Agreements).
- e) The disclaimers and exclusions under this agreement will not apply to the extent prohibited by applicable law.

12) Limitation of Liability

- a) If you are dissatisfied with the Services, or and materials, or products therein, your sole and exclusive remedy is to discontinue using the Services. To the maximum extent permitted by law, in no event shall Company, its affiliates, agents, directors or employees, be liable for any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation, damages for loss of profits, goodwill, use, data, or other intangible losses, whether a claim for any such liability or damages is premised upon breach of contract, breach of warranty, negligence, strict liability, or any other theory of liability, even is company has been appraised of the possibility or likelihood of such damages occurring.
- b) Company's Website and the Services contained within are saved, encrypted, and operated by Amazon Web Services. To the maximum extent permitted by applicable law, Company assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content (ii) Personal injury or property damage, of any nature whatsoever, resulting from your access or use of the Service (iii) any unauthorized access to or use of the Services or Servers, and/or any and all personal information stored therein (iv) any interruption or cessation of transmission to or from the service (v) any bugs, viruses, trojan horses, or the like that may be transmitted to or through the Service by any third party (vi) and errors or omissions in any content or from any loss of damage incurred as a result of the use of any of the content posted, emailed, transmitted, or otherwise made available through the service, and/or (vii) the defamatory, offensive, or illegal conduct of any third party. You acknowledge and agree that the fees and other charges which Company is charging under this agreement do not include any consideration for assumption by Company of the risks of your indirect, consequential or incidental damages or unlimited direct damages. In no event shall Company, its affiliates, agents, directors, employees, suppliers, or licensors be liable to your for any claims, proceedings, liabilities, obligations, damages, losses or costs in an amount exceeding the amount you paid to the company hereunder or \$100.00, whichever is greater.

- c) The Services are controlled and operated from facilities from Amazon Web Services. Company makes no representations that the Services are appropriate or available for use in other locations. Those who access or use the Services from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable United States and local laws and regulations, including but not limited to export and import regulations. You may not use the Services if you are a resident of a country embargoed by the United States, or are a foreign person or entity blocked or denied by the United States government. Unless otherwise explicitly stated, all materials found on the Services are solely directed to individuals, companies, or other entities located in the United States.

13) Governing Law, Arbitration, and Class Action/Jury Trial Waiver

- a) **Governing Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Nevada as it applies to a contract made and to be performed in such state. You consent and agree that the state and federal courts of Washoe County shall have personal jurisdiction over you, as well as subject matter jurisdiction with respect to any provision of this Agreement, and shall be the exclusive forums for any litigation arising out of or relating to this Agreement. You also agree to and hereby waive your rights to a trial by jury and agrees to accept service of process by mail.
- b) **Arbitration.** READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM COMPANY. For any dispute with Company, you agree to first contact us at support@milnetowing.com and attempt to resolve the dispute with us informally. In the unlikely event that Company has not been able to resolve a dispute it has with you after sixty (60) days, we each agree to resolve any claim, dispute, or controversy (excluding any claims for injunctive or other equitable relief as provided below) arising out of or in connection with or relating to this Agreement, or the breach or alleged breach thereof (collectively, "Claims"), by binding arbitration by JAMS, under the Optional Expedited Arbitration Procedures then in effect for JAMS, except as provided herein. JAMS may be contacted at www.jamsadr.com. The arbitration will be conducted in Washoe County, Nevada, unless you and Company agree otherwise. If you are using the Services for commercial purposes, each party will be responsible for paying any JAMS filing, administrative and arbitrator fees in accordance with JAMS rules, and the award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses. If you are an individual using the Services for non-commercial purposes: (i) JAMS may require you to pay a fee for the initiation of your case, unless you apply for and successfully obtain a fee waiver from JAMS; (ii) the award rendered by the arbitrator may include your costs of arbitration, your reasonable attorney's fees, and your reasonable costs for expert and other witnesses; and (iii) you may sue in a small claims court of competent jurisdiction without first engaging in arbitration, but this does not absolve you of your commitment to engage in the informal dispute resolution process. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall be deemed as preventing Company from seeking injunctive or other equitable

relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of our data security, intellectual property rights or other proprietary rights.

- c) **Class Action/Jury Trial Waiver.** WITH RESPECT TO ALL PERSONS AND ENTITIES, REGARDLESS OF WHETHER THEY HAVE OBTAINED OR USED THE SERVICE FOR PERSONAL, COMMERCIAL OR OTHER PURPOSES, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND COMPANY ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND.
- d) **Expenses and Attorneys' Fees.** In the event any action is brought to enforce any provision of the Agreement or to declare a breach of the Agreement, the prevailing party shall be entitled to recover, in addition to any other amounts awarded, reasonable legal and other related costs and expenses, including attorney's fees, incurred thereby.

14) Termination

- a) Either party may terminate the Agreement upon written notice to the other party if the other party materially breaches the Agreement and such breach is not cured within thirty (30) days after the non-breaching party provides notice of the breach.
- b) We have the right to deny access to, and to suspend or terminate your access to, the Services, or to any features or portions of such, and to remove and discard any Client Materials you have submitted, at any time and for any reason, including for any violation by you of this Agreement. In the event that we suspend or terminate your access to and/or use of the Services, you will continue to be bound by the Terms that were in effect as of the date of your suspension or termination.

15) Confidential Information

- a) Each party ("Disclosing Party") may disclose "Confidential Information" to the other party ("Receiving Party") in connection with this Agreement, which is anything that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Notwithstanding the above, Confidential Information does not include information that (a) is or becomes generally available to the public without breach of any obligation owed to the Disclosing Party; (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (c) is received from a third party without breach of any obligation owed to the Disclosing Party; or (d) was independently developed by the Receiving Party.

- b) The Receiving Party will (a) take at least reasonable measures to prevent the unauthorized disclosure or use of Confidential Information, and limit access to those employees, affiliates and contractors who need to know such information in connection with this Agreement; and (b) not use or disclose any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement.
- c) The Receiving Party may access or disclose Confidential Information of the Disclosing Party if it is required by law; provided, however, that the Receiving Party gives the Disclosing Party prior notice of the compelled access or disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the access or disclosure.

16) Digital Millennium Copyright Act (DMCA) Notice

- a) We respect the intellectual property rights of others, and we prohibit the uploading, posting, transmitting, sharing, or otherwise making available any material that violates another party's intellectual property rights. When we receive proper notification of alleged copyright infringement, we may promptly remove or disable access to any allegedly infringing material and may terminate any Account of any repeat infringer, in accordance with the Digital Millennium Copyright Act ("DMCA"). If you believe that your own copyrighted work is accessible on the Services or any service in violation of your copyright, then contact support@milnetowing.com with the following information:
- b) You may provide our designated agent with a written communication as set forth in the DMCA, 17 U.S.C. Sec. 512(c)(3) that contains substantially the following information:
 - i) Identify in sufficient detail the copyrighted work or intellectual property that you claim has been infringed, so that we can locate the material.
 - ii) Provide the electronic or physical signature of the owner of the copyright or a person authorized to act on the owner's behalf.
 - iii) Include a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law.
 - iv) Include a statement by you that the information contained in your notice is accurate and that you attest under the penalty of perjury that you are the copyright owner or that you are authorized to act on the copyright owner's behalf.
 - v) Include your name, mailing address, telephone number, and email address. You may submit your notification of Alleged Copyright Infringement by sending a letter to our designated agent by mail to:

Milne Towing Services
Attn: Website Support

1700 Marietta Way
Sparks, NV, 89431

17) General

- a) Independent Contractor. The parties to the Agreement are independent contractors and nothing in the Agreement shall be deemed to make either party an agent, employee, or partner of the other party. Neither party shall have any authority to bind, commit, or otherwise obligate the other party in any manner whatsoever.
- b) Jurisdictional Issues. We control and operate the Platform and Services from our facilities in the United States of America, and unless otherwise specified, the materials displayed on the Platform and Services are presented solely for the purpose of promoting products and services available in the United States, its territories, possessions, and protectorates. We do not represent that materials on the Platform or Services are appropriate or available for use in other locations. If you choose to access the Platform or Services from other locations, you are responsible for compliance with local laws, if and to the extent local laws are applicable.
- c) Assignment. This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Company without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.
- d) Notification Procedures and Changes to the Agreement. Company may provide notifications, whether such notifications are required by law or are for marketing or other business related purposes, to you via email notice, written or hard copy notice, or through posting of such notice on our website, as determined by Company in our sole discretion. Company reserves the right to determine the form and means of providing notifications to you, provided that you may opt out of certain means of notification as described in this Agreement. Company is not responsible for any automatic filtering you or your network provider may apply to email notifications we send to the email address you provide us. Company may, in its sole discretion, modify or update this Agreement from time to time, and so you should review this page periodically. When we change the Agreement in a material manner, we will update the 'last modified' date at the bottom of this page. Your continued use of the Services after any such change constitutes your acceptance of the new Agreement. If you do not agree to any of these terms or any future terms, do not use or access (or continue to access) the Services.
- e) Electronic Communications. The communications between you and us via the Services use electronic means, whether you visit the Services or send us an email, or whether we post notices on the Services or communicate with you via email or text. For contractual purposes, you consent to receive communications from us in an electronic form, and you agree that all terms and conditions, agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications would satisfy if it were in writing.

- f) Entire Agreement / Severability. This Agreement, together with any amendments and any additional agreements you may enter into with Company in connection with the Services, shall constitute the entire agreement between you and Company concerning the Services. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect, except that in the event of unenforceability of the universal Class Action/Jury Trial Waiver, the entire arbitration agreement shall be unenforceable.
- g) No Waiver. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and Company's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.
- h) Feedback. We may use any reports, comments, ideas and suggestions in any form regarding the Services that you provide to us (collectively, the "Feedback"). You grant us a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to incorporate and use the Feedback in connection with any products and services.
- i) Interpretation. Section headings are for reference only and shall not be construed as substantive parts of this Agreement. Each capitalized term used in this Agreement (including any schedule or exhibit of this Agreement) shall have the meaning attributed to it in any part of this Agreement (including any such schedules or exhibits).
- j) Survival. You acknowledge and agree that all indemnification, confidentiality, intellectual property, governing law, dispute resolution, enforceability/injunctive relief, limitation of liability and other clauses including those provisions which by their terms contemplate survival shall survive the termination or expiration of this Agreement regardless of the cause of such termination.
- k) Force Majeure. Neither party shall be liable to the other party for any delay or failure of said party to perform its obligations hereunder (except for payment obligations) if such delay or failure arises from any cause or causes beyond the reasonable control of such party. Such causes shall include, but are not limited to, acts of God, floods, fires, loss of electricity or other utilities, or delays by either party in providing required resources or support or performing any other requirements hereunder.

18) This Agreement was last updated on December 2, 2019.