

GAPERGUIDE INC. - TERMS OF SERVICE 2020

Acceptance

These are the GaperGuide Inc. Terms of Service (the “Agreement”). This Agreement is between GaperGuide Inc. (“GaperGuide”, “us”, “we” or “our”), the owner and operator of gaperguide.com (the “Site”) and the GaperGuide audio tours (“Tours”), and you (“you” or “your” or “user(s)”), a user of the Site and/or Tours (together, the “Services”). This Agreement governs your use of the Services. This Agreement incorporates by reference the Privacy Policy found at gaperguide.com/privacy-policy/ (the “Policy”).

PLEASE READ THIS AGREEMENT CAREFULLY. THIS AGREEMENT CONSTITUTES A LEGALLY BINDING CONTRACT BETWEEN YOU AND GAPERGUIDE, AND IS DEEMED ACCEPTED BY YOU EACH TIME THAT YOU USE, ACCESS OR DOWNLOAD ANY OF THE SERVICES OR CONTENT. IF YOU DO NOT ACCEPT THIS AGREEMENT, DO NOT USE, ACCESS OR DOWNLOAD ANY OF THE SERVICES OR CONTENT.

Overview of Services

GaperGuide offers Tours that allow motor vehicle passengers to experience audio tours while driving through various travel destinations. The Tours are available for download via gaperguide.com, Google Play, and the Apple App Store. Once downloaded, the Tours operate offline and without the streaming of data.

The Site provides informational and promotional resources in connection with the Tours, and the locations the Tours discuss.

Use of Services, Content, and Marks

The content contained on the Services, such as text, graphics, images, audio, video and other material, as well as the domain names, taglines, and look-and-feel (collectively, the “Content”), is protected by copyright and trademark laws in the United States and other countries, and is owned or controlled by GaperGuide or by third parties that have licensed their content to GaperGuide. Unauthorized use of the Content by you without express written permission by GaperGuide is prohibited.

Where the Services are configured to enable the download of Content, GaperGuide grants you a one-year limited, revocable, non-exclusive license to download one copy of such Content to a single device for your personal, noncommercial use only, provided that you:

- (a) have paid for such Services through a GaperGuide approved payment method;
- (b) maintain all copyright, trademark and other notices contained in the original Content;
- (c) use the Services at your sole risk and liability; and
- (d) use the Services entertainment purposes only.

The trademarks, logos and service marks (the “Marks”) displayed on the Services, and which may be included with the Content, are owned by GaperGuide or third-party licensors. Except as expressly contemplated herein, you are prohibited from using such Marks without prior written permission from GaperGuide or such applicable third party in each instance.

GaperGuide retains all right, title and interest in and to the Content and the Marks. Your use under this limited license of the Content and Marks must strictly comply with the terms of this Agreement.

Prohibited Uses

YOU MUST NOT INTERACT WITH THE SERVICES WHILE DRIVING OR OPERATING A MOTOR VEHICLE. YOU MUST NOT USE THE SERVICES IN ANY WAY CONTRARY TO OR INCONSISTENT WITH ANY APPLICABLE LAW, WHICH INCLUDES WITHOUT LIMITATION, DISTRACTED DRIVING LAWS WHICH PROHIBIT THE OPERATION OF ELECTRONIC DEVICES WHILE DRIVING OR OPERATING A MOTOR VEHICLE.

In using the Services, except as expressly permitted by this Agreement you must not actually or attempt to:

- offer for sale, sell, display, publicly perform, distribute, reproduce, copy, modify, adapt, exploit for public or commercial purposes, license, sublicense, distribute, transmit, translate, or create derivative works of the Services or the Content or any part thereof;
- manipulate, modify, reproduce, decompile, reverse engineer, disassemble or otherwise use the Content in any way, or any purpose outside of the ordinary intended purpose for which such Content was provided to you;
- engage in any activity that is competitive with GaperGuide, in our sole discretion;
- engage in any unlawful or tortious purpose or activity contemplated under applicable law or under this Agreement;
- use any data mining tools, robots, spiders or similar data gathering or extraction methods;
- take any action that would damage, harm, or diminish GaperGuide's reputation, goodwill, or public image;
- distribute virus, malware, spyware, worms, or other harmful or malicious files;
- violate or attempt to violate the security or system integrity of any of the Services, including attempting to probe, scan or test the vulnerability of our system or network, or to breach security or authentication measures without proper authorization;
- remove, circumvent, disable, damage, or otherwise interfere with security-related features of the Services or elements thereof including without limitation software that is intended to prevent or restrict use or copying of any Content available through the Services;
- represent or suggest that GaperGuide endorses any user, business, product, or service other than the Services;
- take any action that imposes, or may impose at our sole discretion, an unreasonable or disproportionately large load on our system infrastructure; or
- access or use the Services through any means or in any manner that is not provided or authorized in this Agreement; or
- use the Content in a manner that suggests an association with any of our products, services or brands; or
- otherwise use the Content in a manner that is contrary to this Agreement.

Disclaimers and Limitations

YOU AGREE THAT YOU USE THE SERVICES AT YOUR OWN RISK. TO THE MAXIMUM EXTENT ALLOWABLE UNDER APPLICABLE LAW, THE SERVICES AND THE CONTENT ARE PROVIDED WITHOUT ANY WARRANTIES, GUARANTEES, OR REPRESENTATIONS WHATSOEVER, WHETHER EXPRESS OR IMPLIED, AND ARE PROVIDED ON AN "AS IS" "AS AVAILABLE" BASIS. WITHOUT LIMITING THE FOREGOING, THE SERVICES AND CONTENT ARE PROVIDED WITHOUT IMPLIED OR EXPRESS WARRANTIES OR CONDITIONS OF MERCHANTABILITY, QUALITY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WE DO NOT GUARANTEE THAT THE SERVICES OR CONTENT WILL FUNCTION WITHOUT DEFECT, ERRORS, INTERRUPTION, OR DOWNTIME. BY USING OUR SERVICES OR CONTENT, YOU AGREE THAT GAPERGUIDE AND ITS OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS, AFFILIATES, AND ASSIGNS, SHALL NOT BE LIABLE FOR ANY LOSS, HARM, DAMAGE, COST, OR INJURY SUFFERED (INCLUDING WITHOUT LIMITATION ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES) IN CONNECTION WITH YOUR ACCESSING, DOWNLOADING, USING, OR THE INABILITY TO USE, THE SERVICES OR CONTENT. BY ACCESSING, DOWNLOADING OR USING THE SERVICES AND CONTENT YOU AGREE THAT GAPERGUIDE IS NOT RESPONSIBLE OR LIABLE FOR YOUR ACTIONS OR JUDGMENTS IN CONNECTION WITH SAME. GAPERGUIDE IS NOT RESPONSIBLE OR LIABLE FOR THE ACTIONS OR CONTENT OF THIRD PARTIES. YOU ASSUME ANY AND ALL LIABILITY FOR ANY HARM, INJURY, LOSS, COSTS, OR DAMAGES SUFFERED AS A RESULT OF USING THE SERVICES AND IRREVOCABLY RELEASE GAPERGUIDE FROM SAME.

GAPERGUIDE MAKES NO WARRANTIES, REPRESENTATIONS, ENDORSEMENTS, OR GUARANTEES IN CONNECTION WITH THE SERVICES AND THE CONTENT. YOU ARE SOLELY RESPONSIBLE FOR: (A) ALL DECISIONS YOU MAKE IN CONNECTION WITH, ARISING FROM, OR IN ANY WAY RELATING TO YOUR USE OF THE SERVICES OR THE CONTENT; (B) ANY ACTS OR OMISSIONS YOU TAKE IN THE COURSE OF USING THE SERVICES OR THE CONTENT; (C) ANY RELIANCE YOU PLACE ON THE INFORMATION MADE AVAILABLE THROUGH THE SERVICES OR THE CONTENT; (D) ANY SERVICES YOU OBTAIN IN CONNECTION WITH YOUR USE OF THE SERVICES AND THE CONTENT; OR ANY OTHER MATTER RELATING TO OR ARISING FROM YOUR USE OF THE SERVICES OR THE CONTENT.

WITHOUT LIMITING ANY OF THE FOREGOING, IN ANY EVENT, GAPERGUIDE'S AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT PAID BY YOU FOR THE SERVICES DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE CLAIM. THE FOREGOING EXCLUSIONS AND LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW.

Warnings and Responsibilities

THE SERVICES MAY PROVIDE INFORMATION RELATING TO, RECOMMENDATIONS IN CONNECTION WITH, AND REFERENCES TO, TOURIST ATTRACTIONS, REST STOPS, HISTORICAL LANDMARKS, COMMERCIAL BUSINESSES OR ANY OTHER POINT OF INTEREST ALONG TRAVEL ROUTES. ALL SUCH CONTENT IS PROVIDED FOR ENTERTAINMENT PURPOSES ONLY AND IS NOT AN ENDORSEMENT, WARRANTY, VERIFICATION OR GUARANTEE FROM GAPERGUIDE RELATING TO ANY OF THE ABOVE. YOU ARE SOLELY RESPONSIBLE FOR YOUR OWN SAFETY AND DETERMINING WHETHER OR NOT TO INTERACT WITH, PARTICIPATE IN, ATTEND OR ENGAGE IN ANY OF THE ACTIVITIES, LOCATIONS, DESTINATIONS OR ROUTES REFERENCED OR IDENTIFIED THROUGH THE SERVICES. FURTHER, YOU ARE SOLELY RESPONSIBLE FOR DETERMINING HOW TO INTERACT, ENGAGE OR PARTICIPATE IN ANY SUCH ACTIVITIES IN A SAFE, RESPONSIBLE, APPROPRIATE AND LAWFUL MANNER. YOU ARE SOLELY RESPONSIBLE FOR ANY LIABILITY OR CONSEQUENCE THAT MAY ARISE AS A RESULT YOUR INTERACTION OR ENGAGEMENT WITH,

PARTICIPATION IN, OR ATTENDANCE AT ANY LOCATION, DESTINATION OR ROUTE REFERENCED OR IDENTIFIED THROUGH THE SERVICES, INCLUDING WITHOUT LIMITATION ANY LIABILITY OR CONSEQUENCE ARISING AS A RESULT OF VIOLATION OF ANY LAW OR REGULATION, ANY TRESPASS ON THE PROPERTY OF ANOTHER, BODILY INJURY OR DEATH CAUSED TO YOU OR ANOTHER, PROPERTY DAMAGE EXPERIENCED BY YOU OR ANOTHER OR ANY OTHER HARM OF ANY KIND CAUSED TO YOU OR ANOTHER.

GAPERGUIDE IS UNDER NO OBLIGATION TO REGULARLY UPDATE THE SERVICES OR CONTENT, AND AS SUCH, THEY MAY BE OUT-OF-DATE, INACCURATE OR OBSOLETE. GAPERGUIDE PROVIDES NO GUARANTEE THAT THE CONTENT OR SERVICES WILL PROVIDE YOU WITH PARTICULAR RESULTS OF ANY KIND.

YOUR ACCESS, USE OR DOWNLOAD OF THE SERVICES OR THE CONTENT MAY TAKE UP SPACE ON YOUR DEVICE OR MAY INCUR MOBILE DATA CHARGES, AND YOU ARE SOLELY RESPONSIBLE FOR SAME.

Indemnity

YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS GAPERGUIDE AND ITS AFFILIATES, AND EACH OF THEIR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, DEMANDS OR LOSSES, INCLUDING WITHOUT LIMITATION REASONABLE LEGAL AND ACCOUNTING FEES, ARISING FROM OR IN ANY WAY RELATING TO YOUR USE OF THE SERVICES OR YOUR BREACH OF THIS AGREEMENT. THIS INDEMNIFICATION OBLIGATION WILL INDEFINITELY SURVIVE TERMINATION OF THIS AGREEMENT.

Fees

Certain Services or Content may only be accessible or downloadable upon payment of a fee. You understand and agree that GaperGuide does not administer the collection and refund of all of such fees, and that the applicable third-party marketplace may govern the terms and conditions applicable to same. Any claim and dispute you may have in connection with such fees may have to be directed, at GaperGuide's sole discretion, to such applicable third party marketplace, and you hereby release GaperGuide, and its affiliates, and each of their officers, directors, employees and agents, from any and all claims, actions, demands or losses in connection with same.

Reliance

You understand and agree that GaperGuide is making the Services and Content available to you in reliance upon the limitations and exclusions of liability, indemnities, and the disclaimers set forth herein and that the same form an essential basis of the contract between you and us. You agree that the limitations and exclusions of liability, indemnities, and the disclaimers set forth herein will survive, and continue to apply in the case of a fundamental breach or breaches of, the failure of essential purpose of contract, the failure of any exclusive remedy or the termination of this Agreement.

Export Control

The United States and certain other countries control and regulate the export of certain products and information. You agree to comply with such restrictions and not to export or re-export any Content to countries or persons prohibited under applicable export control laws. By downloading the Content, you are agreeing that you are not in a country where such export is prohibited and that you are not on the

U.S. Department of Commerce's Denied Persons List Orders or the U.S. Treasury Department's list of Specially Designated Nationals and Blocked Persons. You are solely responsible for compliance with the applicable laws of your jurisdiction regarding the import, export, or re-export of the Content.

Copyright Policy

GaperGuide respects the intellectual property rights of others. To submit a copyright infringement notification to GaperGuide, please submit a complete notification pursuant to the 1998 Digital Millennium Copyright Act, as amended, ("DMCA") by providing the below-specified Designated Agent with the following information in writing:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site or application are covered by a single notification, a representative list of such works at that site or application.
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material.
- Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.
- A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

You acknowledge that if you fail to comply with all of the requirements of the preceding paragraph, your DMCA notice may not be valid.

Our Designated Agent to Receive Notification of Claimed Copyright Infringement can be reached by certified mail only to:

Gaperguide Inc.
Attn: DMCA Designated Agent
PO Box 1203
Jackson, WY 83001 USA

General

Entire Agreement. This Agreement, which incorporates the Policy by reference constitute the entire agreement between you and GaperGuide with respect to the subject matter contained herein and there are no other terms, conditions, representations, or warranties, express or implied.

Amendments. GaperGuide may change or amend this Agreement and the Policy from time to time. You can determine when this Agreement and the Policy was last revised by referring to the “LAST UPDATED” reference expressly provided. Any changes or amendments will become effective upon our posting of the revised Agreement and Policy on our Site. In any event, your use of the Services after any changes or amendments to this Agreement or the Policy shall signify your, and be conclusively deemed, acceptance of this Agreement and the Policy, as changed or amended. The most current version of this Agreement and the Policy will govern your use of the Services.

Force Majeure. Any delay in the performance by GaperGuide of any duties or obligations hereunder will not be considered a breach of this Agreement if such delay is caused by circumstances beyond our reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, war, acts of terror, strikes or other labor problems (other than those involving our employees), failures of common carriers (including Internet service providers), or denial of service attacks.

Assignment. GaperGuide may assign this Agreement, in whole, or in part, at any time, with or without notice to you. You may not assign your rights or delegate your duties under this Agreement, either in whole or in part, without GaperGuide’s prior written consent. This Agreement will inure to the benefit of and be binding upon the parties to this Agreement and their respective successors, heirs and permitted assigns.

Non-Waiver. Our failure to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. Waivers will not be effective unless in writing and duly authorized by an officer of GaperGuide.

Severability. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

Governing Law. This Agreement is governed and interpreted pursuant to the laws of the State of Wyoming and the federal laws of the United States of America applicable therein, without regard to principles of conflicts of law that would impose the law of another jurisdiction, and you agree to submit to the exclusive jurisdiction of the courts located within Teton County, Wyoming, USA. The foregoing will not limit GaperGuide’s right to enforce this Agreement in any other jurisdiction if reasonably necessary or advisable in our sole discretion.

Trial Waiver. You agree to waive any right you may have to a trial by jury, or commence or participate in any class action against us related to the Services, Content, or this Agreement.
