

# Terms and Conditions

**Double Quick, Inc.**

**Last Updated: May 15, 2018.**

## **GENERAL TERMS OF USE**

### **IMPORTANT! READ THIS ENTIRE AGREEMENT CAREFULLY**

Double Quick, Inc. has numerous affiliates, many with names that include DQ, Double Quick and Gresham Service Stations, Inc. For convenience and simplicity in this website, those terms and terms like corporation, company, our, we and its are sometimes used as abbreviated references to specific affiliates or affiliate groups. Abbreviated references describing regional operational organizations and regional business lines are also sometimes used for convenience and simplicity. Similarly, Double Quick has business relationships with thousands of customers, suppliers, governments, and others. For convenience and simplicity, words like venture, joint venture, partnership, co-venturer, and partner are used to indicate business relationships involving common activities and interests, and those words may not indicate precise legal relationships.

Double Quick, Inc. and its affiliated companies, including Gresham Service Stations, Inc. ("Double Quick" or "Company") provide this website and other related or linked Double Quick sites ("Site") and certain services, interfaces, applications, tools, games, quizzes, and other functionality on or via this Site (the "Services") to you subject to your agreement to comply with the following terms of use (the "General Terms"). Your use of this Site or the Services will constitute your acceptance of the General Terms. Once accepted, the General Terms will constitute a binding agreement between Double Quick and you governing your use of the Site or Services (the "Agreement"). If you are not willing to abide by the General Terms, do not use this Site or the Services.

- **Changes and Special Additional Terms and Conditions**

Double Quick may revise the General Terms at any time without notice. You should revisit this

Site periodically to make sure you are aware of the most recent General Terms because they will be binding on you. Your use of the Site or Services after such changes constitutes your agreement to such changes.

You are advised to check each page you visit on the Site. Some locations may have special additional terms and conditions that apply to use of or interaction with that location. These terms and conditions may also be changed at any time without notice. Your use of that location constitutes your acceptance of those special additional terms and conditions.

- **Use of the Site**

- Site Security. You are prohibited from violating, or attempting to violate, the security of the Site or Services. Any such violations may result in criminal and civil liabilities to you. We will investigate any alleged violations, and, if a criminal violation is suspected, we will cooperate with law enforcement agencies in their investigations. Violations of the security of the Site and Services include, without limitation, the following:

Logging into or attempting to log into a server or account that you are not authorized to access;  
Accessing data or taking any action to obtain services not intended for you or your use;  
Attempting to probe, scan, or test the vulnerability of any system, subsystem or network;  
Tampering, hacking, modifying or otherwise corrupting or breaching security or authentication measures without proper authorization;  
Transmitting material that contains viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines or engines with the intent or effect of damaging, destroying, disrupting or otherwise impairing a computer's functionality or the operation of the Site or Services;  
Interfering with, intercepting or expropriating any system, data or information; or Interfering with service to any user, host, or network including, without limitation, by means of overloading, "flooding," "mailbombing," or "crashing" any computer system.

- Infringement. You are prohibited from using the Site or Services to infringe on Double Quick's or any person's or other entity's copyright, trademark, patent or other intellectual property rights. We may terminate your right to access the Site and Services if we believe you are using the Site and Services in a manner that infringes the copyright, trademark, patent or other intellectual property rights of Double Quick or another. You may be ordered by a court to pay money damages to us and to the rightful owner of any intellectual property rights you violate. The copyrighted materials on the website include, but are not limited to, the text, design, software, images, graphics, source code and the content on the Double Quick website.

- Other Prohibited Actions. In using the Site or Services, you must not:

- Post, email, link, or otherwise transmit or use the Site or Services in furtherance of any unlawful, harmful, harassing, defamatory, threatening, vulgar, indecent, sexually explicit, hateful or otherwise objectionable material of any kind, any material that exploits children or is invasive of another person's privacy or other rights, or any material that Double Quick in its sole discretion does not wish posted or transmitted on the Site and Services;
- Post, email, or otherwise transmit images, software, text, or other material protected by intellectual property laws, including without limitation copyright or trademark laws

- and rights of publicity and privacy unless you own or control the rights thereto or have received all necessary authorizations to do the same;
- Engage in and/or encourage conduct that would: 1) violate any applicable law or regulation or 2) give rise to civil liability;
  - Engage in conduct which could damage or impair the intended operability of the Site or the Services;
  - Impersonate any individual or entity, falsely state or otherwise misrepresent your identity or affiliation in any way;
  - Engage in marketing or promotion of goods or services; or
  - Assist or permit any persons in engaging in any of the activities described above.
- Your Content. You must exercise caution, good sense and proper judgment in using the Site and Services. You are responsible for any material you place on or transmit to or through the Site or Services. You agree, represent and warrant that any information you post to or transmit through the Site or Services is truthful, accurate, not misleading and offered in good faith, and that you have the right to post or transmit such information. Such information (including without limitation, data, text, software, music, sound, photographs, graphics, video, messages or any other materials whatsoever), whether publicly posted or privately transmitted, is your sole responsibility.
  - You agree that use of any information obtained via the Site or Services is at your own risk.
  - Consequences of Unacceptable Use. We reserve the right (but not the obligation) in our sole discretion to refuse or delete any of your content as well as suspend or terminate without notice your access to the Site and Services upon a violation or attempted violation of this Agreement. Indirect or attempted violations of this Agreement, and actual or attempted violations by a third party acting on your behalf, shall be deemed violations by you of this Agreement. Furthermore, it is a violation of this Agreement to use the services of another company for the purpose of facilitating any of the activities which violate this Agreement if such use of another company's service could reasonably be expected to adversely affect the Site and Services in any manner.
  - No Licensing. By your use of the Site or the Services you receive no license, express or implied, under any copyright, trademark, patent rights or trade secret rights now or hereafter, owned, controlled or possessed by Double Quick.
  - Printing. You may print one copy of content on this Site for your personal non-commercial use, or in connection with your purchase of any Double Quick products, provided that you leave any copyright or trademark information intact and unchanged. You may forward, distribute, and/or photocopy copyrighted materials of Double Quick located on this Site only if the entire relevant page or document is unaltered and complete, including all of their headers, footers, disclaimers, and other information. You may not copy these documents to a website. Other than as specifically set out in this paragraph you may not copy (whether by printing onto paper, storing on disk, placing on another site, downloading in any other way), distribute (including distributing copies), broadcast, alter or tamper with in any way any portion of this Site. You acknowledge that you do not acquire any ownership rights by downloading copyrighted material.
  - You may not frame this Site or use our proprietary marks as meta tags. These marks include, but are not limited to Double Quick and Gresham Service Stations, Inc. You may not use frames or utilize techniques or technology to enclose any content included on the Site.

- **Trademark and Copyright**

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- **No Warranty**

This Site and Services are provided "As Is" and without warranties of any kind, whether express or implied. To the fullest extent permissible pursuant to applicable law, Double Quick disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose and non-infringement. Double Quick does not represent or warrant that the functions or Services contained in the Site will be uninterrupted or error-free, that defects will be corrected, or that this Site or the services are free of viruses or other malware or harmful components. Double Quick does not make any warranties or representations regarding the use of contents of this Site or Services in terms of their correctness, accuracy, adequacy, usefulness, timeliness, reliability or otherwise.

- **Limitation of Liability**

You assume full responsibility for your use of the Site. Any information you send or receive during your use of the Site may not be secure and may be intercepted by unauthorized parties. Your use of the Site is at your own risk and is made available to you at no charge; accordingly, to the fullest extent permitted by applicable law, Double Quick and its affiliates shall not be liable to you or any other party for any direct, indirect, compensatory, punitive, special or consequential damages that result from the use of, or the inability to use, the Site, the Services or the contents on this Site or the performance of the Site, Services or products described on this Site, or from any actions we take or fail to take as a result of communications you send us or material you post, or the delay or inability to use the Site, or for any information, products, or Services advertised in or obtained through the Site, whether based on contract, tort, strict liability or otherwise, even if Double Quick or its affiliates have been advised of the possibility of such damages. You specifically acknowledge and agree that Double Quick and its affiliates are not liable for any defamatory, offensive, or illegal conduct of any user of the Site. Applicable law may not allow the limitation or exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to you.

If you are dissatisfied with any portion of the Site or the Services or with any of these terms,

your sole and exclusive remedy is to discontinue using the Site and the Services.

- **Non-Confidentiality of User Materials**

Double Quick does not accept or consider any unsolicited ideas, including ideas for new products, promotions, or technologies. You should not transmit any material to or through this Site that you consider to be confidential or proprietary. Any material which you transmit to or through this Site will be considered non-confidential and non-proprietary. Except as expressly provided in Double Quick's Privacy Statement or separate written agreement between you and Double Quick, you give Double Quick an unrestricted, irrevocable, worldwide, royalty-free license to use, reproduce, display, publicly perform, transmit and distribute such information in any media. You further agree that Double Quick has the right to use, without any payment or accounting to you or others, any concepts, know-how or ideas which you (and those who act on your behalf) transmit to or through the Site.

- **Links to Third Party Websites and Use of Sharing Tools**

As a convenience, Double Quick may provide links to websites operated by third parties. Double Quick may also provide sharing tools that allow social web linking, bookmarking, rating, recommending, emailing, text messaging, instant messaging, and posting to blogs. Following the links or using the sharing tools will take you to third party websites, which Double Quick does not own, control, or maintain. If you decide to access a third party's website through a link or a sharing tool provided by this Site, you do this at your sole risk. Double Quick is not responsible for any viruses or other malware or damaging elements encountered in a third party website. Double Quick does not control any third party websites, and makes no warranty or representation regarding, and is not responsible for, any third party websites or the content of such websites. Inclusion of links or sharing tools to third party sites is not an endorsement of the content of such sites. Different terms and conditions may apply to your use of such third party sites and the sharing tools and you are advised to review such terms and conditions prior to usage. Further, the providers of such third party sites and the sharing tools may have privacy policies and practices that are different from our Privacy Statement. You are advised to check the privacy policies and practices of such providers and contact the operator if you have any concerns or questions.

- **User Communications Areas**

The Site may contain areas where users communicate with each other, including but not limited to blogs, bulletin boards, calendars, chat areas, or personal web pages.

Double Quick has the right but not the obligation to monitor or review any part of the Site or the Services including the user communication areas. However, Double Quick shall have no liability related to the content of any communications made in these areas.

- **Global Availability/Export Controls**

Portions of this Site and Services may be controlled and operated by Double Quick from various offices in Mississippi, Arkansas and possible other states. Double Quick makes no representation that the Site, Services or materials accessed or described on the Site are appropriate or available for use in other locations, and access to them from other countries where their contents are illegal or penalized is prohibited. Access to or use of the Site, Services or materials accessed on or described on the Site by persons or from countries who are sanctioned by the United States is specifically prohibited.

Those who access the Sites or Services do so on their own and are responsible for compliance with all applicable US and local laws. You may not export or re-export any Services, information or materials accessed on or described on this Site except in full compliance with all United States laws and regulations. In particular, you may not export or re-export into (or to a national or resident of) any country to which the United States embargoes or sanctions goods, services or technology, to any person or entity on the U.S. Treasury Department's List of Specially Designated Nationals, the U.S. Bureau of Export Administration Entity List, the U.S. Bureau of Export Administration Denied Persons List or the U.S. Commerce Department's Table of Denial Orders. In addition, you are responsible for complying with any local laws in your country which may impact your right to import, export or use the Site, Services, information, or materials accessed or described on the Site.

- **Indemnity of Company**

You agree to indemnify, hold harmless, and defend Double Quick (including subsidiaries and affiliates of Double Quick) as well as Double Quick officers, directors and employees, from and against any claim, demand, cause of action, debt, loss or liability, including reasonable attorneys' fees, to the extent that such action is based upon, arises out of, or relates to your violation, or violation by any other person using your password or account of the terms and conditions of this Agreement.

- **Applicable Law and Dispute Resolution**

This Agreement shall be governed by the internal substantive laws of the State of Mississippi, USA (without giving effect to its principles of conflict of laws). Where federal jurisdiction exists over any action, suit or proceeding arising out of or in any way connected with this Agreement, you and Double Quick designate the United States District Court for the Northern District of Mississippi, Oxford Division, for the exclusive resolution of that dispute and submit to the jurisdiction of that court. Where federal jurisdiction does not exist over that action, suit or proceeding, you and Double Quick designate the Circuit Court for the County of Lafayette, Mississippi, for the exclusive resolution of that dispute and submit to the jurisdiction of that court.

- **Special Note for Parents**

Portions of this Site and Services may be of special interest to children but Double Quick does not seek through this Site to gather personal information from persons under the age of 18.