

# 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 mobile application, 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 mobile application (the “App”) and certain services, interfaces, applications, tools, games, contests, quizzes, and other functionality on or via the App (the “Services”) to you subject to your agreement to comply with the following terms of use (the “General Terms”). Your use of the App 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 App or Services (the “Agreement”). If you are not willing to abide by the General Terms, do not use this App or the Services.

### **1) Changes and Special Additional Terms and Conditions**

Double Quick may revise the General Terms at any time without notice. You should revisit this App periodically to make sure you are aware of the most recent General Terms because they will be binding on you. Your use of the App or Services after such changes constitutes your agreement to such changes.

### **2) Use of the App**

A. App Security. You are prohibited from violating, or attempting to violate, the security of the App 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 App and Services include, without limitation, the following:

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; 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.

B. Infringement. You are prohibited from using the App 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 App and Services if we believe you are using the App 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 App include, but are not limited to, the text, design, software, images, graphics, and all of the content on the Double Quick App.

C. Other Prohibited Actions. In using the App or Services, you must not:

- Link, or otherwise transmit or use the App 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 transmitted on the App;
- 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 App 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.

D. Your Content. You must exercise caution, good sense and proper judgment in using the App and Services. You are responsible for any material you place on or transmit to or through the App or Services. You agree, represent and warrant that any information you transmit through the App 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.

E. You agree that use of any information obtained via the App or Services is at your own risk.

F. 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 App 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 App and Services in any manner.

G. No Licensing. By your use of the App 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.

H. You may not frame this App 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 App.

### **3) Trademark and Copyright**

Double Quick, Gresham Service Stations, Inc. and certain other brands, trademarks and service marks are marks of Double Quick and its affiliates. Not all marks of Double Quick will appear on this App and not all products or services listed on this App are available for sale in every state. Marks of third parties may appear on this App when referring to those entities or their products or services. Third party marks displayed on this App are owned by their respective owners.

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### **4) No Warranty**

This App 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 App will be uninterrupted or error-free, that defects will be corrected, or that this App 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 App or Services in terms of their correctness, accuracy, adequacy, usefulness, timeliness, reliability or otherwise.

### **5) Limitation of Liability**

You assume full responsibility for your use of the App. Any information you send or receive during your use of the App may not be secure and may be intercepted by unauthorized parties. Your use of the App 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 App, the Services or the contents on this App or the performance of the App, Services or products described on this App, or from any actions we take or fail to take as a result of communications you send us, or the delay or inability to use the App, or for any information, products, or Services advertised in or obtained through the App, 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 App. 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 App or the Services or with any of these terms, your sole and exclusive remedy is to discontinue using the App and the Services.

## **6) 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 App that you consider to be confidential or proprietary. Any material which you transmit to or through this App 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 App.

## **7) User Communications Areas**

The App 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 App 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.

## **8) Global Availability/Export Controls**

Portions of this App 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 App, Services or materials accessed or described on the App are appropriate or available for use in other locations, and access to them from other countries where there contents are illegal or penalized is prohibited. Access to or use of the App, Services or materials accessed on or described on the App by persons or from countries who are sanctioned by the United States is specifically prohibited.

Those who access the App 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 App except in full compliance with all United States laws and regulations.

## **9) 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.

## **10) 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.

## **11) Special Note for Parents**

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

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