
FINITY HIGH-END DETAILING TERMS AND CONDITIONS

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TERMS AND CONDITIONS

The following terms of service (these "Terms of Service"), govern your access to and use of **FINITY HIGH-END DETAILING** services, including any content, functionality and services offered on or through (the "Site or website")

Please read the Terms of Service carefully before you start to use the Site. By accessing, browsing, registering to use the Site, or Services or by clicking to accept or agree to the Terms of Service & our privacy policy when this option is made available to you, you acknowledge that you have read, understood accept and agree to be bound and abide by these Terms of Service and our Privacy Policy, incorporated herein by reference. If you do not agree to these Terms of Use & Privacy Policy, do not use any portion of the Site, or the Services. Failure to use the Site in accordance with these Terms & Privacy Policy may subject you to civil and criminal penalties.

If you do not agree with all of the provisions of this agreement, you cannot use the Services. To remove any doubt, in the event of any conflict or discrepancy between these Terms and conditions and any other provisions and/or terms and/or otherwise between us and you, the provisions and the terms of these Terms of Use will prevail. Please feel free to contact us with any questions regarding the content of this agreement.

1. ACCEPTANCE OF TERMS

These Terms of Use constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("you" or "your" or "user") and **FINITY HIGH-END DETAILING** ("FINITY HIGH-END DETAILING", "we", "us" or "our"), concerning your access to and use of www.finitydetailing.com. You agree that by accessing the Site, you have read, understood, and agree to be bound by the terms and conditions and Privacy Policy incorporated. **IF YOU DO NOT AGREE WITH ALL OF THESE TOU, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SITE AND YOU MUST DISCONTINUE USE IMMEDIATELY.**

In these Terms, "you" and "your" refer to the individual or entity that uses the Site, or Services. "We", "us", or "our" refer to **FINITY HIGH-END DETAILING**. In addition, in these Terms, unless the context requires otherwise, words in one gender include all genders and words in the singular include the plural and vice-versa.

2. USAGE/ ELIGIBILITY

You will use this site in a manner consistent with any, and all, applicable laws, legislation, rules and regulations. If you violate any restrictions in these terms, you agree to indemnify **FINITY HIGH-END DETAILING** for any losses, costs or damages, including reasonable legal fees, incurred by **FINITY HIGH-END DETAILING** in relation to, or arising out of, such a breach.

3. ABOUT FINITY HIGH-END DETAILING SERVICES

FINITY HIGH-END DETAILING provides RV and auto detailing services to its esteemed customers. We've serviced over 10,000 vehicles, specializing in luxury, RV & exotic cars and right now we want to offer you with one free additional add on service. You can either, **have your Car fully sanitized, get a FREE Hand Wax to PROTECT your paint, or get the engine bay of your vehicle detailed!**

You can book our services online. The site has been designed to be seamless to suit your convenience, therefore booking an appointment with us is easy and can be done with the use of a Mobile Phone or PC.

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Because we are a mobile service, our van can travel to you, whether you're at home, at work, or anywhere else within Las Vegas and its surrounding areas.

You can also opt to visit us at any of our designated station to access the Car detail service we offer.

When you make a reservation, you provide important information about your VEHICLE and the desired plan. Using this information, we will contact you promptly with a quote so you can schedule your CAR DETAIL service.

4. EXCLUSION OF LIABILITY FOR EXTERNAL LINKS

The Website may provide links to external Internet sites. **FINITY HIGH-END DETAILING hereby** declares explicitly that it has no influence on the layout or content of linked pages and dissociates itself expressly from all contents of all linked pages of third parties. FINITY HIGH-END DETAILING shall not be liable for the use or content of Internet sites that link to this site or which are linked from it. Our **privacy and cookie notice** do not apply to any collection and processing of your personal data on or through such external sites.

5. INTELLECTUAL PROPERTY

Unless otherwise indicated, the Site is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Site (collectively, the "Content") and the trademarks, service marks, and logos contained therein (the "Marks") are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the United States, foreign jurisdictions, and international conventions. The Content and the Marks are provided on the Site "AS IS" for your information and personal use only. Except as expressly provided in these Terms of Use, no part of the Site and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

Provided that you are eligible to use the Site, you are granted a limited license to access and use the Site and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in and to the Site, the Content, and the Marks.

6. YOUR REPRESENTATIONS

By using the Site, you represent and warrant that: (1) all registration information you submit will be true, accurate, current, and complete; (2) you will maintain the accuracy of such information and promptly update such registration information as necessary; (3) you have the legal capacity and you agree to comply with these Terms of Use (4) you are not under the age of 18; (5) you are not a minor in the jurisdiction of which you reside, or if a minor, you have received parental permission to use the Site; (6) you will not access the Site through automated or non-human means, whether through a bot, script, or otherwise; (7) you will not use the Site for any illegal or unauthorized purpose and (8) your use of the Site will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof).

7. ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole

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basis for making decisions without consulting primary, more accurate, more complete or timelier sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site, including these Terms of Service and the Privacy Policy.

8. USER LICENSES

In consideration for your acceptance of this Agreement and your payment of all applicable Fees (as defined below), FINITY HIGH-END DETAILING grants you a personal, limited, non-exclusive, non-sublicensable, non-transferable, revocable license to access and use the Site and the Services solely for your own personal purposes.

You may access and use the Site, and Services only in accordance with any instruction manuals, user guides and other documentation as made available by FINITY HIGH-END DETAILING from time to time (“Documentation”).

This is the grant of a license, not a transfer of title, and under this license you may not:

- i. modify or copy the materials;
 - ii. attempt to decompile or reverse engineer any software contained on FINITY HIGH-END DETAILING website;
 - iii. remove any copyright or other proprietary notations from the materials; or
 - iv. Transfer the materials to another person or "mirror" the materials on any other server.
- b. This license shall automatically terminate if you violate any of these restrictions and may be terminated by FINITY HIGH-END DETAILING at any time. Upon terminating your viewing of these materials or upon the termination of this license, you must destroy any downloaded materials in your possession whether in electronic or printed format.

9. SUBSCRIPTIONS & MODE OF PAYMENT

Our services also come with a subscription plan. You can select a plan that seems favorable and ideal for you. Acceptable mode of Payments for transactions on the Application shall be done via **PayPal & credit cards** - VISA, MasterCard, AMEX, and DISCOVER. By providing a credit card or other payment method that we accept, you represent and warrant that you are authorized to use the designated payment method and that you authorize us (or our third-party payment processor) to charge your payment method for all charges you incur for any order. You are responsible for, and agree to pay, all such charges. If we or our third-party payment processor cannot obtain authorization for charges to your payment method or if any amounts you authorize us to charge to your payment method are reversed or charged back for any reason, we may, at our option, in addition to any other remedies: make second and/or subsequent attempts to charge your payment method, and/or use any other lawful means to collect payment on any outstanding amounts due to us.

10. INDEMNIFICATION.

To the fullest extent permitted by applicable law, you agree to indemnify, defend and hold harmless FINITY HIGH-END DETAILING, and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (individually and collectively, the “FINITY HIGH-END DETAILING Parties”), from and against all actual or alleged FINITY HIGH-END DETAILING Party or

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third party claims, damages, awards, judgments, losses, liabilities, obligations, penalties, interest, fees, expenses (including, without limitation, attorneys' fees and expenses) and costs (including, without limitation, court costs, costs of settlement and costs of pursuing indemnification and insurance), of every kind and nature whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, or suspected or unsuspected, in law or equity, whether in tort, contract or otherwise (collectively, "Claims"), including, but not limited to, damages to property or personal injury, that are caused by, arise out of or are related to (a) your use or misuse of the Sites, Content or Services, (b) any Feedback you provide, (c) your violation of these Terms, (d) your violation of the rights of another, (e) any third party's use or misuse of the Site or Services provided to you and (f) any User Content you create, post, share or store on or through the Site or our pages or feeds on third party social media platforms. You agree to promptly notify FINITY HIGH-END DETAILING of any third-party Claims and cooperate with the FINITY HIGH-END DETAILING Parties in defending such Claims. You further agree that the FINITY HIGH-END DETAILING Parties shall have control of the defense or settlement of any third-party Claims. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and FINITY HIGH-END DETAILING.

11. PROHIBITED USES

You may not access or use the Site for any purpose other than that for which we make the available. The site may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of the Site, you agree not to:

1. Make any unauthorized use of the Site, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretences.
2. Circumvent, disable, or otherwise interfere with security-related features of the Site, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Site and/or the Content contained therein.
3. Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as (but not limited to) user passwords.
4. Make improper use of our support services or submit false reports of abuse or misconduct.
5. Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
6. Interfere with, disrupt, or create an undue burden of the Site or the networks or services connected to the Site.
7. Attempt to impersonate another user or person or use the username of another user.
8. Use any information obtained from the Site in order to harass, abuse, or harm another person.
9. Decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Site.
10. Attempt to bypass any measures of the Site designed to prevent or restrict access to the Site, or any portion of the Site.
11. Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Site to you.

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12. Delete the copyright or other proprietary rights notice from any Content.
13. Copy or adapt the Site's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
14. Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any parties' functions, operation, or maintenance of the Site.
15. Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1x1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or pcms").
16. Except as may be the result of standard search engine or Internet browser usage, use launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Site, or using or launching any unauthorized script or other software.
17. Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Site.
18. Use the Site in a manner inconsistent with any applicable laws or regulations.
19. Use content without proper attribution
20. Use content in a fashion that does not comply with the content's specific licensing

12. **DISCLAIMERS.**

Your access to and use of the services and content provided on www.finitydetailing.com are at **YOUR OWN RISK**. You understand and agree that the Services are provided to you on an "AS IS" and "AS AVAILABLE" basis. Without limiting the foregoing, to the maximum extent permitted under applicable law, (FINITY HIGH-END DETAILING ENTITIES are FINITY HIGH-END DETAILING founders, officers, directors, employees, agents, representatives, and partners) DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, and OR NON-INFRINGEMENT.

FINITY HIGH-END DETAILING make no warranty and disclaim all responsibility and liability for: (i) the completeness, accuracy, availability, timeliness, security or reliability of the Services or any Content; (ii) any harm to your computer system, loss of data, or other harm that results from your access to or use of the Services or any Content; (iii) the deletion of, or the failure to store or to transmit, any Content and other communications maintained by the Services; and (iv) whether the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. No advice or information, whether oral or written, obtained from FINITY HIGH-END DETAILING or through the Services, will create any warranty not expressly made herein.

The Services may contain links to third-party websites or resources. You acknowledge and agree that the FINITY HIGH-END DETAILING is not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by FINITY HIGH-END DETAILING of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FINITY HIGH-END DETAILING SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE,

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GOOD-WILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (i) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES; (ii) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICES, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; (iii) ANY CONTENT OBTAINED FROM THE SERVICES; OR (iv) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF FINITY HIGH-END DETAILING EXCEED THE AMOUNT PAID FOR THE SERVICES. THE LIMITATIONS OF THIS SUBSECTION SHALL APPLY TO ANY THEORY OF LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, AND TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT FINITY HIGH-END DETAILING HAVE BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

We reserve the right to change any and all Content and to modify, suspend or stop providing access to the Sites (or any features or functionality of the Sites) and the Products at any time without notice and without obligation or liability to you. Reference to any products, services, processes or other information by trade name, trademark, manufacturer, supplier, and vendor or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof, or any affiliation therewith, by us. Some jurisdictions do not allow the disclaimer of implied terms in contracts with consumers, so some or all of the disclaimers in this Section may not apply to you.

13. **CHANGES**

If **FINITY HIGH-END DETAILING** decides to change these general terms and conditions, we will post the changed terms and conditions on the Website. You are advised to regularly check whether they have changed. Existing contracts will not be affected by such changes.

14. **GOVERNING LAW AND JURISDICTION**

This general terms and conditions in relation to the use of www.finitydetailing.com is hereby governed by, and constructed and enforced in accordance with the laws of Las Vegas. The competent courts in Las Vegas shall have the exclusive jurisdiction to resolve any dispute between you and **FINITY HIGH-END DETAILING**.