Terms of Use for APB interactive website

This website is a service made available by Automotive Profit Builders, Inc. ("APB"). All use of this website, including all content, information, and services provided on this website, is subject to the following terms of use ("Terms"), which constitute a legal agreement between you and APB. By accessing, browsing, or using this website, you acknowledge that you have read, understood, and agree to be bound by these Terms. We may update these Terms at any time, without notice to you. Each time you access this website, you agree to be bound by the Terms then in effect.

The following terms and conditions govern your Use of this website and access to certain electronic services through the website, including access to account information, methods, tools, research, and other services APB may make available either alone or in conjunction with other parties through the website (collectively, the "Services"). By using this website, you agree that these terms and conditions supplement your existing contract with APB.

License

By offering this website for use, we provide you with a worldwide, nonexclusive, nontransferable, revocable, limited license to access and make personal use of the information and services on this website, strictly subject to and in accordance with these Terms. We reserve the right to terminate this license at any time and for any reason. Your failure to comply with these Terms will result in automatic termination of this license, without prior notice, and you must immediately destroy all copies of downloaded materials in your possession or control. Except for the limited license set forth in these Terms, APB does not grant you any express or implied rights or licenses under any patents, trademarks, copyrights, or other proprietary or intellectual property rights.

You have no ownership rights in the Services, which are owned by APB, and are protected under copyright, trademark and other intellectual property laws and other applicable law. You receive no copyright or any other intellectual property right in or to the Services, except as provided above. You may use the Services only for your internal business purposes. You agree that APB may provide certain portions of the Services under license from third parties, and you agree to comply with any additional restrictions on your usage that APB may communicate to you from time to time, or that are otherwise the subject of an agreement between you and such licensors. APB retains exclusive control over the Services, and reserve the right, at any time and in APB's sole discretion, without prior notice to you, to (a) change, suspend or discontinue all or a portion of the Services; (b) impose limits on, restrict or terminate your access to all or a portion of the Services; or (c) terminate your license. You agree that APB may monitor your use of the Services. You further agree that any information relating to the content or operation of the Services is confidential and proprietary to APB, and that you will refrain from disclosing such information to any third party.

Usage Restrictions

By using this website, you agree that:

- you shall not use, intentionally or unintentionally any of the content, information, or services on this website in a manner contrary to or in violation of any applicable international, federal, state, or local law, rule, or regulation having the force of law, including, but not limited to, the CAN SPAM Act, HIPPA, and any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange, or the NASDAQ. We are not a consumer reporting agency, and you shall not use any of the content, information, or services on this website as a factor in establishing a consumer's eligibility for credit or insurance to be used primarily for personal, family, or household purposes, for employment purposes, or for any other purpose authorized under section 1681b of the Fair Credit Reporting Act (15 U.S.C.A. § 1681b);
- you shall not use-this website in any manner that could harm, infect, take over, disable, overburden, or otherwise impair any of our computer systems, including, but not limited to, the servers, networks, and other components connected to or used for this website;
- you shall not interfere with any other party's use and enjoyment of this website, or of any of the content, information, or services provided on this website;
- you shall not forge headers or otherwise manipulate identifiers in order to disguise or alter the origin of any content transmitted through the services or develop restricted or passwordonly access pages, or hidden pages or images (those not linked to from another accessible page);
- you shall not upload, post, or otherwise transmit any content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- you shall not upload, post, or otherwise transmit any material that contains software viruses
 or any other computer code, files, or programs designed to interrupt, destroy, or limit the
 functionality of any computer software or hardware or telecommunications equipment;
- you shall not attempt to gain unauthorized access to any services, accounts, computer systems, or networks connected to any server used for this website, through password mining, hacking, or any other means;
- you shall not seek to gain access to any materials or information through any means not intentionally made available by us;
- you shall not reproduce, duplicate, copy, download, sell, resell, or otherwise exploit this website, or any portion hereof, for commercial purposes without APB's prior written consent;
- you shall not use any framing techniques to enclose any portion of this website (including, but not limited to, images, text, page layout, and form) without APB's prior written consent;
- you shall not make any use of the trademarks, service marks, trade names, logos, and graphics on this website without APB's prior written consent.
- you shall not use any network monitoring or discovery software to determine the site architecture, or extract information about usage, individual identities, or users;
- you shall not use any robot, spider, other automatic software or device, or manual process to
 monitor or copy our website or the content, information, or services on this website without
 APB's prior written consent;

- you shall not collect any email addresses made available on this site for purposes of promotions or marketing campaigns;
- you shall not distribute, on or through this website, any advertising; promotion; solicitation for goods, services, or funds; or solicitation for others to become members of any enterprise or organization without APB's prior written permission; and
- you shall not use or otherwise export or re-export this website, or any portion thereof, in violation of the export control laws and regulations of the United States of America.

Any unauthorized use terminates the license granted hereby.

Electronic Communications

When you visit this website and when you communicate with us electronically you consent to receive communications from us electronically. We will communicate with you by email or by posting notices on this website. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

Patents, Copyrights and Trademarks

The technology and content provided on this website is owned by or licensed to APB and protected by United States and international intellectual property laws. APB and its licensors retain all proprietary rights to that content and technology.

DISCLAIMER **OF** WARRANTIES LIMITATION **OF** AND LIABILITY WE PROVIDE THIS WEBSITE ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THIS WEBSITE, OR THE CONTENT, INFORMATION, OR SERVICES INCLUDED ON THIS WEBSITE. YOU AGREE THAT YOUR USE OF THIS WEBSITE IS AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, APB DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WE WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS SITE, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, AND PUNITIVE DAMAGES. ALTHOUGH APB TRIES TO PROVIDE ACCURATE AND TIMELY INFORMATION, THERE MAY BE INADVERTENT TECHNICAL OR FACTUAL INACCURACIES AND TYPOGRAPHICAL ERRORS. APB RESERVES THE RIGHT TO MAKE CHANGES AND CORRECTIONS AT ANYTIME, WITHOUT NOTICE. WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, (I) WITH RESPECT TO THE ACCURACY, COMPLETENESS OR TIMELINESS OF THE SERVICES; OR (II) THAT THE SERVICES SHALL BE UNINTERRUPTED OR ERROR FREE. FURTHER, WE DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES RELATING TO ANY HYPERLINK TO ANOTHER SITE AND IT IS NOT AND DOES NOT IMPLY AN ENDORSEMENT, INVESTIGATION, VERIFICATION OR MONITORING BY US OF ANY INFORMATION ON THAT SITE. YOU ASSUME THE ENTIRE RISK TO THE USE OF THE SERVICES.

Responsibility for Use of Passwords

You are solely responsible for maintaining the confidentiality of any user identifications, passwords, authentication codes or other security devices or procedures (collectively, "Passwords") issued to you or to persons within your organization. You may not share your Passwords with any third party. Upon request, you shall provide APB with a list of persons authorized to use your Passwords, and you shall promptly advise APB of any changes in such authorized persons. You agree not to alter, delete, disable or otherwise circumvent any Password or permit or assist any other party to do so in a manner not authorized by APB. We reserve the right to suspend your access to the Services and change (or require you to change) your Passwords at any time. You are responsible for all transmissions, instructions, information, processes, click stream data or other communications ("Communications") attributable to your Passwords, whether entered by you, your authorized persons or by any other person, and any agreement or consent communicated from such access or Communications shall be deemed to be a duly signed writing of yours sufficient to bind you. You shall notify APB immediately upon learning or suspecting that any unauthorized party has obtained your log-in identification or Password. You shall maintain adequate internal procedures and controls over your use of the Services.

No Legal Advice

The information and services on this website are not intended to and shall not be used as legal advice. No attorney-client relationship is formed. You use the content, information, and services on this website at your own risk.

Registration and Account Information

Certain sections of this website require you to register as a user or create an account. By registering or creating an account, you agree to provide accurate and complete information and to inform us of any changes to that information. Each registration is for a single user only, unless otherwise expressly provided on the registration page. You are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. In case of misuse, we may terminate further access or take such other action as we, in our sole discretion, deem appropriate. If you believe there has been unauthorized use, you must notify us immediately.

Termination

You acknowledge and agree that APB, in its sole discretion, may terminate your website access if your conduct is found to be unlawful, inconsistent with, or in violation of, the letter or spirit of these Terms, including, without limitation, for nonpayment of any real or imputed fee for use of the site. APB shall not be liable to you or any third party for termination of website access. Should you object to any terms and conditions of these Terms, or to any subsequent modifications thereto, your only recourse is to immediately discontinue use of the website.

LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL APB OR ITS OFFICERS, DIRECTORS, OWNERS, AGENTS AND EMPLOYEES HAVE ANY LIABILITY TO YOU OR ANY OTHER PERSON FOR ANY COSTS, LIABILITIES OR DAMAGES OF ANY KIND, WHETHER DIRECT, INDIRECT, (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR DAMAGES THAT RESULT FROM USE OR LOSS OF USE OF THE SERVICES, INCONVENIENCE OR DELAY), CONSEQUENTIAL OR PUNITIVE (TOGETHER, "COSTS"), ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT OR THE PERFORMANCE OR BREACH OF THIS AGREEMENT, OR YOUR OR ANY OTHER PERSON'S USE OF, OR INABILITY TO USE, THE SERVICES. THESE LIMITATIONS SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER BASED ON STATUTE OR ARISING IN CONTRACT, INDEMNITY, WARRANTY, STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE), AND REGARDLESS OF WHETHER APB KNOWS OR HAS REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY IS IN ADDITION TO ANY OTHER LIMITATION PROVIDED IN ANY OTHER AGREEMENT.

Indemnification

You agree to indemnify, defend, and hold APB and its officers, directors, employees, affiliates, agents, licensors, and suppliers harmless from and against all claims, losses, expenses, damages, and costs, including reasonable attorneys' fees, resulting from any violation of these Terms by you.

Governing Law and Jurisdiction

These Terms are governed by and construed in accordance with the laws of the State of Massachusetts, and any action arising out of or relating to these terms shall be filed only in state or federal courts located in Middlesex or Norfolk Counties, Massachusetts, and you hereby consent and submit to the personal jurisdiction of such courts for the purpose of litigating any such action.

Severability of Provisions

If any provision of these Terms is unlawful, void, or unenforceable, then that provision shall be deemed severable from the remaining provisions and shall not affect their validity and enforceability.

Use of Information By APB

Subject to Our Privacy Policy, You authorize APB, subject to adequate confidentiality and safeguard obligations, to use, disclose and otherwise process, your personal information for the purposes of: improving Web site content, performance, security, administering and executing transactions; maintaining our relationship; or as may be required or permitted by law or regulation. In addition we may use cookie information to recognize your computer and Passwords when you return to Our site. Most Web browser software allows you to modify your preferences to be notified when a cookie is set, or to reject all cookies. If you choose to reject APB cookies, some areas of our Web sites may not function properly or may not be accessible.