Terms of Use

Last Reviewed: July 8, 2021

Welcome to Www.Luckyspetlimo.com. (the “Website”). This Terms of Use Agreement (the “Agreement”) is made and entered into by and between you and Lucky’s Pet Limo LLC (the “Company”, “us”, “we”, or “our”). This Agreement sets forth the terms and conditions that govern your use of and access to the Website and any products, materials, and services provided by or on the Website (collectively, the “Services”).

**Please read these Terms carefully before using this website. This Agreement requires the use of arbitration on an individual basis to resolve disputes, rather than jury trials or class actions, and also limits the remedies available to you in the event of a dispute.**

1. Acceptance of this Agreement.

1.1 Acceptance Through Using or Accessing the Services.

By accessing or using the Services, you agree to be bound by the terms and conditions of this Agreement on behalf of yourself or the entity or organization that you represent. If you do not agree to the terms and conditions of this Agreement, you may not use or access the Services and must exit the Website immediately.

1.2 Eligibility Requirements to Use or Access the Services.

To use the Website or any other Services, you must be (i) at least 18 years old, (ii) a resident of the United States, and (iii) not a competitor of or using the Services for purposes that are competitive with the Company.

By accessing or using the Services, you represent and warrant that you meet all the foregoing eligibility requirements. You also represent and warrant that you have the right, authority, and capacity to enter into this Agreement on your behalf or the entity or organization that you represent. If you do not meet all these requirements, you may not use or access the Services.

1.3 Changes to this Agreement.

The Company reserves the right to change this Agreement from time to time in its sole discretion. Except for changes made for legal or administrative purposes, the Company will provide reasonable advance notice before the changes become effective. All changes will apply to your use of and access to the Services from the date the changes become effective and onwards. For new users, the changes will be effective immediately.

Your continued use of or access to the Services following any changes to this Agreement shall constitute your acknowledgment of such changes and agreement to be bound by the terms and conditions of such changes. You should check this page frequently so that you are aware of any changes since they are binding on you.

1. Access to the Services.

The Services may change from time to time as the Company evolves, refines, or adds more features to the Services. The Company reserves the right to modify, withdraw, or discontinue the Services, in whole or in part, at any time without notice to you. You agree that the Company shall have no liability to you or any third party for any losses or damages caused by the Services not being available, in whole or in part, at any time or for any period.

1. Policy for Using the Services.

3.1 Prohibited Uses.

You may use the Services for lawful purposes only and in accordance with this Agreement. You agree not to use the Services in any way that could damage the Services or general business of the Company. You may use the Services for any business or commercial purposes.

3.2 Prohibited Activities.

You further agree not to engage in any of the following prohibited activities in connection with using the Services:

1. No Violation of Laws or Obligations. Violate any applicable laws or regulations (including intellectual property laws and right of privacy or publicity laws) or any contractual obligations.
2. No Unsolicited Communications. Send any unsolicited or unauthorized advertising, promotional materials, spam, junk mail, chain letters, or any other form of unsolicited communications, whether commercial or otherwise.
3. No Impersonation. Impersonate others or otherwise misrepresent your affiliation with a person or entity in an attempt to mislead, confuse, or deceive others.
4. No Harming of Minors. Exploit or harm minors in any way, including exposing inappropriate content or obtaining personally identifiable information.
5. No Interference with Others’ Enjoyment. Harass or interfere with anyone’s use or enjoyment of the Services, or expose the Company or other users to liability or other harm.
6. No Interference or Disabling of the Services. Use any device, software, or routine that interferes with the proper working of the Services, or take any action that may interfere with, disrupt, disable, impair, or create an undue burden on the infrastructure of the Services, including servers or networks connected to the Website.
7. No Monitoring or Copying Material. Copy, monitor, distribute, or disclose any part of the Services by automated or manual processes, devices or means. This includes, without limitation, using automatic devices such as robots, spiders, offline readers, crawlers, or scrapers to strip, scrape, or mine data from the Website; provided, however, that the Company conditionally grants to the operators of public search engines revocable permission to use spiders to copy materials from the Website for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials.
8. No Viruses, Worms, or Other Damaging Software. Upload, transmit, or distribute to or through the Services any viruses, Trojan horses, worms, logic bombs, or other materials intended to damage or alter the property of others, including attacking the Services via a denial-of-service or distributed denial-of-service attack.
9. No Unauthorized Access or Violation of Security. Violate the security of the Services through (i) any attempt to gain unauthorized access to the Services or to other systems or networks connected to the Services, (ii) the breach or circumvention of encryption or other security codes or tools, or (iii) data mining or interference to any server, computer, database, host, user, or network connected to the Services.
10. No Reverse Engineering. Reverse engineer, decompile, or otherwise attempt to obtain the source code or underlying information of or relating to the Services.
11. No Collecting User Data. Collect, harvest, or assemble any data or information regarding any other user without their consent. This includes, without limitation, their emails, usernames, or passwords.
12. No Other Interference. Otherwise attempt to interfere with the proper working of the Services.
13. Attempt or Assist Others in Attempting. Attempt any of the foregoing or assist, permit, or encourage others to do or attempt any of the foregoing.

3.3 Geographic Restrictions.

The Company is based in the United States. The Services are for use by persons located in the United States only. By choosing to access the Services from any location other than the United States, you accept full responsibility for compliance with all local laws. The Company makes no representations that the Services or any of its content are accessible or appropriate outside of the United States.

1. Intellectual Property Rights.

4.1 Ownership of Intellectual Property.

You acknowledge that all intellectual property rights, including copyrights, trademarks, trade secrets, and patents, in the Services and its contents, features, and functionality (collectively, the “Content”), are owned by the Company, its licensors, or other providers of such material. The Content is protected by the U.S. and international intellectual property or proprietary rights laws. Neither this Agreement nor your access to the Services transfers to you any right, title, or interest in or to such intellectual property rights. Any rights not expressly granted in this Agreement are reserved by the Company and its licensors.

4.2 License to Use the Services.

During the Term of this Agreement, the Company grants you a limited, non-exclusive, non-transferable, non-sublicensable, and revocable license to use and access the Content for any business or commercial use in accordance with this Agreement. The Content may not be used for any other purpose. This license will terminate upon your cessation of use of the Services or at the termination of this Agreement.

4.3 Certain Restrictions.

The rights granted to you in this Agreement are subject to the following restrictions:

1. No Copying or Distribution. You shall not copy, reproduce, publish, display, perform, post, transmit, or distribute any part of the Content in any form or by any means except as expressly permitted herein or as enabled by a feature, product, or the Services when provided to you.
2. No Modifications. You shall not modify, create derivative works from, translate, adapt, disassemble, reverse compile, or reverse engineer any part of the Content.
3. No Exploitation. You shall not sell, license, sublicense, transfer, assign, rent, lease, loan, host, or otherwise exploit the Content or the Services in any way, whether in whole or in part.
4. No Altering of Notices. You shall not delete or alter any copyright, trademark, or other proprietary rights notices from copies of the Content.
5. No Competition. You shall not access or use the Content in order to build a similar or competitive website, product, or service.
6. Systematic Retrieval. You shall not use any information retrieval system to create, compile, directly or indirectly, a database, compilation, collection or directory of the Content or other data from the Services.

4.4 Trademark Notice.

All trademarks, logos, and service marks displayed on the Services are either the Company’s property or the property of third parties. You may not use such trademarks, logos, or service marks without the prior written consent of their respective owners.

1. Assumption of Risk.

The information presented on or through the Services is made available for general information purposes only. The Company does not warrant the accuracy, completeness, suitability or quality of any such information. Any reliance on such information is strictly at your own risk. The Company disclaims all liability and responsibility arising from any reliance placed on such information by you or any other user to the Services, or by anyone who may be informed of any of its contents.

1. Privacy.

For information about how the Company collects, uses, and shares your information, please review our Privacy Policy. You agree that by using the Services you consent to the collection, use, and sharing (as set forth in the Privacy Policy) of such information.

The Children’s Online Privacy Protection Act requires that online service providers obtain parental consent before they knowingly collect personally identifiable information online from children who are under 13 years old. We do not knowingly collect or solicit personally identifiable information from children under 13 years old. If you are a child under 13 years old, please do not attempt to register for the Services or send any personal information about yourself to us. If we learn we have collected personal information from a child under 13 years old, we will delete that information as quickly as possible. If you believe that a child under 13 years old may have provided us personal information, please contact us.

1. Third-Party Links and Ads.

The Services may contain links to third-party websites, resources, and services, as well as advertisements (collectively, “Third-Party Links”). Third-Party Links are provided for your convenience only. The Company does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Links. The Company has no control over the contents, products, or services of any Third-Party Link and accepts no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any Third-Party Link, you do so entirely at your own risk and subject to the terms and conditions of use for such Third-Party Link. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction in connection with any Third-Party Link.

1. Termination.

8.1 Termination.

The Company may suspend or terminate your access or rights to use the Services at any time, for any reason, in our sole discretion, and without prior notice, including for any breach of the terms of this Agreement. Upon termination of your access or rights to use the Services, your right to access and use the Services will immediately cease. The Company will not have any liability whatsoever to you for any suspension or termination of your rights under this Agreement, including for termination of your account.

8.2 Effect of Termination.

Upon termination of this Agreement, any provisions that by their nature should survive termination shall remain in full force and effect. This includes, without limitation, ownership or intellectual property provisions, warranty disclaimers, and limitations of liability. Termination of your access to and use of the Services shall not relieve you of any obligations arising or accruing prior to termination or limit any liability that you otherwise may have to the Company or any third party.

1. No Warranty.

THE SERVICES ARE PROVIDED ON AN “AS-IS” AND “AS AVAILABLE” BASIS. USE OF THE SERVICES IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT.

WITHOUT LIMITING THE FOREGOING, THE COMPANY AND ITS LICENSORS DO NOT WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE, COMPLETE, OR CORRECT; THAT THE SERVICES WILL MEET YOUR REQUIREMENTS; THAT THE SERVICES WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED, ERROR-FREE, OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; THAT THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR THAT THE SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES WILL OTHERWISE MEET YOUR REQUIREMENTS OR EXPECTATIONS. TO THE FULLEST EXTENT PROVIDED BY LAW. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE TO YOUR COMPUTER SYSTEM, MOBILE DEVICE, DATA, OR OTHER PROPRIETARY MATERIAL THAT MAY RESULT FROM YOUR USE OF THE SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES OR YOUR DOWNLOADING OF ANY MATERIAL POSTED ON THE SERVICES. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICES ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICES OR THIRD-PARTY LINKS, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES OR ANY OTHER USER.

THE SERVICES WOULD NOT BE PROVIDED WITHOUT THESE LIMITATIONS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US THROUGH THE SERVICES SHALL CREATE ANY WARRANTY, REPRESENTATION, OR GUARANTEE NOT EXPRESSLY STATED IN THIS AGREEMENT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE SERVICES, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF FIRST USE.

1. Limitation of Liability.

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY OR ITS AFFILIATES, OR THEIR RESPECTIVE LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF DATA, LOSS OF GOODWILL, OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSIONS MAY NOT APPLY TO YOU.

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE COLLECTIVE LIABILITY OF THE COMPANY AND ITS AFFILIATES, AND THEIR RESPECTIVE LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS, TO YOU (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION) WILL AT ALL TIMES BE LIMITED TO THE GREATER OF ONE HUNDRED ($100) DOLLARS OR THE AGGREGATE AMOUNTS PAID TO THE COMPANY IN THE LAST SIX (6) MONTHS. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSIONS MAY NOT APPLY TO YOU.

1. Indemnification.

You agree to indemnify, defend, and hold harmless the Company and its affiliates and their respective officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively, “Indemnified Party”) from and against any and all losses, claims, actions, suits, complaints, damages, liabilities, penalties, interest, judgments, settlements, deficiencies, disbursements, awards, fines, costs, fees, or expenses of whatever kind, including reasonable attorneys’ fees, fees and other costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, arising out of or relating to your breach of this Agreement or your use or misuse of the Services including, but not limited to, any actions taken by a third party using your account. The Company reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to assist and cooperate with our defense or settlement of these claims.

1. Disputes.

12.1 Governing Law.

All matters relating to this Agreement, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Florida, without giving effect to any conflict of law principles.

12.2 Dispute Resolution.

Please read this Section carefully. It contains procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

Any dispute, claim or controversy arising out of or relating to this Agreement, or the breach, termination, enforcement, interpretation or validity thereof, shall be submitted to and decided by a single arbitrator by binding arbitration under the rules of the American Arbitration Association in the City of      , Florida. The decision of the arbitrator shall be final and binding on the parties and may be entered and enforced in any court of competent jurisdiction by either party. The prevailing party in the arbitration proceedings shall be awarded reasonable attorneys’ fees, expert witness costs and expenses, and all other costs and expenses incurred directly or indirectly in connection with the proceedings, unless the arbitrator shall for good cause determine otherwise.

All arbitrations shall proceed on an individual basis. You agree that you may bring claims against the Company in arbitration only in your individual capacity and in so doing you hereby waive the right to a trial by jury, to assert or participate in a class-action lawsuit or class action arbitration (either as a named-plaintiff or class member), and to assert or participate in any joint or consolidated lawsuit or joint or consolidated arbitration of any kind. Notwithstanding anything to the contrary under the rules of the American Arbitration Association, the arbitrator may not consolidate more than one person’s claims, and may not otherwise preside over any form of a representative or class proceeding. If a court decides that applicable law precludes enforcement of any of this paragraph’s limitations as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court.

YOU UNDERSTAND AND AGREE THAT BY ENTERING INTO THESE TERMS, YOU ARE WAIVING THE RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

12.3 Limitation to Time to File Claims.

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION AROSE; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY WAIVED AND BARRED.

1. Miscellaneous.

13.1 Waiver.

Except as otherwise set forth in this Agreement, no failure of the Company to exercise, or delay by the Company in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

13.2 Severability.

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

13.3 Entire Agreement.

This Agreement, together with all documents referenced herein, constitutes the entire agreement between you and the Company with respect to the subject matter contained herein. This Agreement supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter hereof.

13.4 Headings.

Headings and titles of sections, clauses, and parts in this Agreement are for convenience only. Such headings and titles shall not affect the meaning of any provisions of the Agreement.

13.5 No Agency, Partnership or Joint Venture.

No agency, partnership, or joint venture has been created between you and the Company as a result of this Agreement. You do not have any authority of any kind to bind the Company in any respect whatsoever.

13.6 Assignment.

You shall not assign or delegate any of your rights or obligations under this Agreement without the prior written consent of the Company. Any purported assignment or delegation in violation of this Section shall be deemed null and void. No assignment or delegation shall relieve you of any of your obligations hereunder. The Company may freely assign or delegate its rights and obligations under this Agreement at any time. Subject to the limits on assignment stated above, this Agreement will inure to the benefit of, be binding on, and be enforceable against each of the parties hereto and their respective successors and assigns.

13.7 Export Laws.

The Services may be subject to U.S. export control laws and regulations. You agree to abide by these laws and their regulations (including, without limitation, the Export Administration Act and the Arms Export Control Act) and not to transfer, by electronic transmission or otherwise, any materials from the Services to either a foreign national or a foreign destination in violation of such laws or regulations.

1. Contact Information.

All feedback, comments, requests for technical support, and other communications relating to the Services should be directed to PBuchanan@luckyspetlimo.com.