

# Terms of Use

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**Changes to Terms of Use** Music On Wheels, LLC's reserves the right, from time to time, with or without notice to you, to change these Terms of Use in our sole and absolute discretion. The most current version of these Terms of Use can be reviewed by clicking on the "Terms of Use" located at the bottom of the pages of the Website. The most current version of the Terms of Use will supersede all previous versions. Your use of the Music On Wheels, LLC's Website after changes are made means that you agree to be bound by such changes.

**Privacy and Personal Information** Music On Wheels, LLC's is committed to protecting the privacy of the personal information you provide on our Website. Any information submitted on the Website is subject to the Privacy Policy, the terms of which are incorporated herein. You should review the Privacy Policy to understand our practices. The date of any changes to our Privacy Policy will be noted at the bottom of our Privacy Policy. You can review the Privacy Policy by clicking on "Privacy" located at the bottom of the pages of the Website.

**Your Account** If you register an account on the Website, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your account, and you agree to accept responsibility for all activities that occur under your account or password. The Website sells products to adults, who can purchase with a credit card. If you are under 16, you may browse the Website but you may not register an account, purchase goods or participate in any offers or promotions. Music On Wheels, LLC's reserves the right to refuse service, terminate accounts, remove or edit content, or cancel orders in its sole discretion.

**Your Acceptance** BY USING AND/OR VISITING THE WEBSITE, YOU SIGNIFY YOUR ASSENT TO BOTH THESE TERMS AND CONDITIONS (the "Terms of Service") AND THE TERMS AND CONDITIONS OF Music On Wheels, LLC's PRIVACY NOTICE, WHICH ARE INCORPORATED HEREIN BY REFERENCE. If you do not agree to any of these terms, then please do not use the Music On Wheels, LLC's Website.

**Music On Wheels, LLC's Pizza Website** These Terms of Service apply to all users of the Website, including users who are also contributors of video content, information, and other

materials or services on the Website. The Website may contain links to third party websites that are not owned or controlled by Music On Wheels, LLC's. Music On Wheels, LLC's has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites. In addition, Music On Wheels, LLC's will not and cannot censor or edit the content of any third-party site. By using the Website, you expressly release Music On Wheels, LLC's from any and all liability arising from your use of any third-party website. Accordingly, we encourage you to be aware when you leave the Website and to read the terms and conditions and privacy policy of each other website that you visit.

### **Website Access**

- Music On Wheels, LLC's hereby grants you permission to use the Website as set forth in this Terms of Service, provided that: (i) your use of the Website as permitted is solely for your personal, noncommercial use; (ii) you will not copy or distribute any part of the Website in any medium without Music On Wheels, LLC's prior written authorization; (iii) you will not alter or modify any part of the Website other than as may be reasonably necessary to use the Website for its intended purpose; and (iv) you will otherwise comply with the terms and conditions of these Terms of Service.
- In the future, in order to access some features of the Website, you will have to create an account. You may never use another's account without permission. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You must notify Music On Wheels, LLC's immediately of any breach of security or unauthorized use of your account. Although Music On Wheels, LLC's will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of Music On Wheels, LLC's or others due to such unauthorized use. But as of now, creating an account is not necessary to use the Website's features.
- You agree not to use or launch any automated system, including without limitation, "robots," "spiders," "offline readers," etc., that accesses the Website in a manner that sends more request messages to the Music On Wheels, LLC's servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser. Notwithstanding the foregoing, Music On Wheels, LLC's grants the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of creating publicly available searchable indices of the materials, but not caches or archives of such materials. Music On Wheels, LLC's reserves the right to revoke these exceptions either generally or in specific cases. You agree not to collect or harvest any personally identifiable information, including account names, from the Website, nor to use the communication systems provided by the Website for any commercial solicitation purposes. You agree not to solicit, for commercial purposes, any users of the Website with respect to their User Submissions.

**Limitation of Liability** IN NO EVENT SHALL MUSIC ON WHEELS, LLC'S, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF

ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR WEBSITE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR WEBSITE, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITE BY ANY THIRD PARTY, AND/OR (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE MUSIC ON WHEELS, LLC'S WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT MUSIC ON WHEELS, LLC'S IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

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**Indemnity** You agree to defend, indemnify and hold harmless Music On Wheels, LLC's, its parent corporations, affiliates officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Website; (ii) your violation of any term of these Terms of Service; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that one of your User Submissions is offensive, defamatory, obscene or otherwise objectionable or caused damage to a third party. This defense and indemnification obligation will survive these Terms of Service and your use of the Website.

**Ability to Accept Terms of Service** You affirm that you are either more than 16 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Service, and to abide by and comply with these Terms of Service. In any case, you affirm that you are over the age of 16, as the Music On Wheels, LLC's Website is not intended for children under 16. If you are under 16 years of age, then please do not use the Music On Wheels, LLC's Website - there are a lot of other great web sites for you. Talk to your parents about what sites are appropriate for you.