**GORILLA SAFETY TERMS OF SERVICE**

PLEASE READ THE TERMS AND CONDITIONS CAREFULLY. BY CLICKING “ACCEPT” YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS DO NOT CLICK “ACCEPT”. AS USED HEREIN THE TERM “USER”, “YOU” AND “YOUR” MEANS THE NATURAL PERSON OR ENTITY THAT IS AGREEING TO BE BOUND BY THIS AGREEMENT, YOUR EMPLOYEES AND ANY THIRD PARTY AGENTS THAT PROVIDE SERVICES TO YOU. YOU SHALL BE LIABILE FOR ANY FAILURE BY SUCH EMPLOYEES OR THIRD PARTY AGENTS TO COMPLY WITH THESE TERMS. THESE TERMS AND CONDITIONS ARE SUBJECT TO CHANGE AT ANYTIME WITHOUT NOTICE.

Gorillasafety.com (“**Site**”) and our mobile device application ("**App**") and the services provided by Gorilla Fleet Safety LLC (“**Gorilla Safety**”) in conjunction with the Site and App are collectively called the "**Services**”.

**Grant of License and Rights to Use**

Gorillas Safety grants you a limited, non-transferable, revocable, non-exclusive, non-sublicensable license to access and use the Services. You may not use the Services in any way that is against the law. You expressly agree that you shall not use the Services for creating a product, service or software that is directly or indirectly competitive with the Services provided by Gorilla Safety.

Gorilla Safety retains all right, title and interest in and to the Services, as well as any and all related copyrights, patents, trademarks, trade secrets and other intellectual property and proprietary rights.

**Registration and Your Information**

To access and use the Services you will be required to create an account ("**Account**").

It's important that you provide us with accurate, complete and up-to-date information for your Account and you agree to update such information to keep it accurate, complete and up-to-date. You are solely maintaining the confidentiality and security of your Account. You are responsible for all activities that occur under your Account, and you agree to immediately notify us of any unauthorized use of your Account or any other breach of security. Gorilla Safety is not responsible for any losses arising out of unauthorized use of your Account.

**The Services**

The Services enable Users to connect with each other (to "**Connect**" or establish a "**Connection**"), allowing Users to seamlessly share information.   A User may upload information and the Services will collect data including current, past and future locations and activities of the User and/or equipment.  Data may be uploaded and stored and will be accessible for future needs as long as the User has an Account in good standing with Gorilla Safety.

**Third Parties**

You understand that by using the Services, you may encounter data, information, applications, materials and other content from third parties, including carriers and other Users. Gorilla Safety is not a party to any relationships or agreements between you and any third parties for the performance of any duties between the parties, and does not have control over and disclaims all liability for the quality, timing, legality, failure to provide, or any other aspect whatsoever of any duties performed by any other Users or third parties. In the event that you have a dispute with one or more other Users or other third parties, you release Gorilla Safety from any and all claims, demands, or damages of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such dispute.

**Payment Terms**

In consideration of the license granted herein and the Services provided by Gorilla Safety, User agrees to pay Gorilla Safety as stipulated in the terms of the applicable Sales Agreement between User and Gorilla Safety.

**Feedback**

We welcome feedback, comments and suggestions for improvements to the Services ("**Feedback**"). You can submit Feedback by emailing us at feedback@gorillasafety.com. Feedback is not confidential and Gorilla Safety may use or not use the Feedback in any manner that it desires at Gorilla Safety’s sole discretion with no obligation to you. By submitting Feedback to Gorilla Safety you agree to an assignment of all rights, title and interest to the Feedback, including all intellectual property rights. If you believe the Feedback includes novel material you may want to consider filing a patent application prior to submitting the Feedback to us.

**Privacy Policy**

Please refer to our [Privacy Policy](http://www.gorillasafety.com/privacypolicy) for information on how we collect, use and disclose information from our Users.

**User Content Rights**

Gorilla Safety may enable certain Services to allow you to upload certain content (“**User Content**”) created by you for the purpose of sharing the User Content with other Users of the Services.

All User Content is your sole responsibility. Gorilla Safety has, except as otherwise set forth herein, no ownership or control over any User Content. You are responsible for protecting any intellectual property rights in User Content, and Gorilla Safety shall not have any responsibility for protecting them. Notwithstanding the foregoing, you hereby grant Gorilla Safety a worldwide, non-exclusive, perpetual, royalty-free license to the User Content to reproduce, adapt, distribute and publish such User Content to other users of the Services. Gorilla Safety may review and remove any User Content that it feels violates this Agreement, applicable laws, rules or regulations, though Gorilla Safety won’t be obligated to do so.

You hereby warrant that any and all of your User Content shall not infringe on the intellectual property or other rights of any other person or entity and shall comply with all intellectual property and similar laws. You further warrant that any such User Content shall not contain any elements which may reasonably be considered offensive or immoral, or which would violate applicable laws, rules or regulations. You further warrant that you shall not upload any User Content which contains any elements which may be dangerous or harmful to Gorilla Safety other users, or any of such parties’ hardware, servers or software.

**RIGHTS AND TERMS FOR APP**

**General Prohibitions**

IT IS STRICTLY FORBIDDEN TO USE THE GORILLA SAFETY APP WHILE DRIVING.

You further agree not to do any of the following:

* Post, upload, publish, submit or transmit any User Content that: (i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any person or entity; or (vii) promotes illegal or harmful activities or substances.
* Use, display, mirror or frame the Services, or any individual element within the Services, Gorilla Safety's name, any Gorilla Safety trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without Gorilla Safety's express written consent;
* Access, tamper with, or use non-public areas of the Services, Gorilla Safety's computer systems, or the technical delivery systems of Gorilla Safety's providers;
* Attempt to probe, scan, or test the vulnerability of any Gorilla Safety system or network or breach any security or authentication measures;
* Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by Gorilla Safety or any of Gorilla Safety's providers or any other third party (including another user) to protect the Services or User Content;
* Attempt to access or search the Services or User Content or download User Content from the Services through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by Gorilla Safety or other generally available third party web browsers;
* Send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation;
* Use any meta tags or other hidden text or metadata utilizing a Gorilla Safety trademark, logo, URL or product name without Gorilla Safety's express written consent;
* Use the Services or User Content for the benefit of any third party or in any manner not permitted by these Terms;
* Forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Services or User Content to send altered, deceptive or false source-identifying information;
* Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Services or User Content;
* Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Services;
* Collect or store any personally identifiable information from the Services from other users of the Services without their express permission;
* Impersonate or misrepresent your affiliation with any person or entity;
* Violate any applicable law or regulation; or
* Encourage or enable any other individual to do any of the foregoing.

Although we're not obligated to monitor access to or use of the Services or User Content or to review or edit any User Content, we have the right to do so for the purpose of operating the Services, to ensure compliance with these Terms, or to comply with applicable law or other legal requirements. We reserve the right, but are not obligated, to remove or disable access to any User Content, at any time and without notice, including, but not limited to, if we, at our sole discretion, consider any User Content to be objectionable or in violation of these Terms. We have the right to investigate violations of these Terms or conduct that affects the Services. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

**Termination**

Gorilla Safety may terminate your access to and use of the Services, at our sole discretion, at any time and without notice to you. You may cancel your Account at any time by sending an email to us at support@gorillasafety.com. Upon any termination, discontinuation or cancellation of Services or your Account, the following provisions will survive: Third Parties; User Content Rights; No Warranty; Indemnity; Limitation of Liability; Choice of Law; Arbitration; and General Terms. At the time of cancellation you will be responsible for any obligations agreed to under the applicable Sales Agreement, to the extent they are validly existing.

**No Warranty**

THE SERVICES AND CONTENT ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, GORILLA SAFETY EXPLICITLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND NON-INFRINGEMENT AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. GORILLA SAFETY EXPLICITLY DISCLAIMS ALL LIABILITY FOR ANY ACT OR OMISSION OF ANY USER OR OTHER THIRD PARTY. WITHOUT LIMITING THE FOREGOING, GORILLA SAFETY MAKES NO WARRANTY THAT (I) THE SERVICES WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (II) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE EFFECTIVE, ACCURATE OR RELIABLE; (III) THE QUALITY OF THE SERVICES WILL MEET YOUR EXPECTATIONS; OR THAT (IV) ANY ERRORS OR DEFECTS IN THE SERVICES WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM GORILLA SAFETY OR THROUGH OR FROM USE OF THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

GORILLA SAFETY IS NOT RESPONSIBLE FOR THE CONDUCT OF ANY USER. YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK AND DISCRETION AND GORILLA SAFETY HEREBY DISCLAIMS ANY AND ALL LIABILITY TO YOU OR ANY THIRD PARTY RELATING THERETO.

**Indemnity**

You agree to indemnify, defend and hold harmless Gorilla Safety and its officers, directors, employees and agents, from and against, all claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (i) your access to or use of the Services; (ii) your User Content; (iii) your performance of or participation in connection with your use of the Services; or (iv) your violation of these Terms.

**Limitation of Liability**

NEITHER GORILLA SAFETY NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES OR CONTENT WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES OR CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT GORILLA SAFETY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

GORILLA SAFETY WILL NOT BE LIABLE TO YOU UNDER ANY CIRCUMSTANCES ARISING OUT OF THE MISUSE OF YOUR USER CONTENT BY THIRD PARTIES INCLUDING, WITHOUT LIMITATION, OTHER USERS.

In no event will Gorilla Safety's total liability arising out of or in connection with these terms or from the use of or inability to use the services or content exceed one hundred dollars ($100), or the amount paid by you to Gorilla Safety during the preceding six (6) month period for use of the Services, whichever is greater.

**Choice of Law; Arbitration**

This Agreement is subject to the law of the State of Texas, United States, without regard to choice or conflicts of law principles. Further, you agree to the exclusive jurisdiction of the state and federal courts in Harris County, Texas to resolve any dispute, claim or controversy that arises in connection with this Agreement.

The following mandatory arbitration provisions also apply to you:

1. You and Gorilla Safety agree that any dispute, claim or controversy arising out of or relating in any way to the Gorilla Safety Service or your use thereof, including our Agreements, shall be determined by mandatory binding arbitration. You Gorilla Safety are each waiving the right to a trial by jury and the right to participate in a class or multi-party action. This arbitration provision shall survive termination of these Agreements and the termination of your account with Gorilla Safety. The arbitration will be governed by the American Arbitration Association (the “AAA Rules”), as modified by this Agreement, and as administered by the AAA. You and Gorilla Safety agree that this Agreement may involve interstate commerce and may be subject to the Federal Arbitration Act.
2. Any arbitration must be commenced by filing a demand for arbitration with the AAA within ONE (1) YEAR after the date the party asserting the claim first knows or reasonably should know of the act, omission or default giving rise to the claim; and there shall be no right to any remedy for any claim not asserted within that time period. If applicable law prohibits a one-year limitations period for asserting claims, any claim must be asserted within the shortest time period permitted by applicable law. The findings of the arbitrator shall be final and binding on the parties, and may be entered in any court of competent jurisdiction for enforcement. Notwithstanding the law of Texas, legal fees shall be awarded to the prevailing party in the arbitration.

**General Terms**

These Terms constitute the entire and exclusive understanding and agreement between Gorilla Safety and you regarding the Services and Content, and these Terms supersede and replace any and all prior oral or written understandings or agreements between Gorilla Safety and you regarding the Services and Content. If for any reason a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.

You may not assign or transfer these Terms, by operation of law or otherwise, without Gorilla Safety's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null and of no effect. Gorilla Safety may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

Any notices or other communications provided by Gorilla Safety under these Terms, including those regarding modifications to these Terms, will be given by Gorilla Safety via email. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

Gorilla Safety's failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Gorilla Safety. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.