



## **END USER AGREEMENT (“AGREEMENT”)**

MEMPERKS is a web based frequent parker program interface. The MEMPERKS Frequent Parker Program, referred to as MEMPERKS (the “Platform”) is comprised of various web pages and application interface (“Service”). It is operated by R solutions, LTD and Sprocket Software Development, Inc. Use of the Platform is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the “Terms”). You understand that use of the Platform does not create a legal agreement between you and MEMPERKS. Your use of the Platform constitutes your agreement with the Terms. Please read the Terms carefully, and keep a copy of them for your reference.

## **ELECTRONIC COMMUNICATIONS**

Visiting the Platform or sending emails to [info@memperks.com](mailto:info@memperks.com) constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Platform, satisfy any legal requirement that such communications be in writing.

## **YOUR ACCOUNT**

If you use the Platform, 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. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that MEMPERKS is not responsible for third party access to your account that results from theft or misappropriation of your account. MEMPERKS and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

MEMPERKS does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use the Platform only with permission of a parent or guardian.

## **DATA PROTECTION**

It is the responsibility of Platform users to back up and store any data they deem critical. MEMPERKS is not responsible for any service interruption that may result from user including but not limited to lack of internet connection, damage to hardware or devices, wireless outage, viruses, acts of God. MEMPERKS strongly recommends that you have backup of records and processes in place in the event of a site outage.

## **LINKS TO THIRD PARTY PLATFORMS/THIRD PARTY SERVICES**

The Platform may contain links to other web Platforms (“Linked Platforms”). The Linked Platforms are not under the control of MEMPERKS and MEMPERKS is not responsible for the contents of any Linked Platform, including without limitation any link contained in the Linked Platform, or any changes or updates to the Linked Platform. MEMPERKS is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by MEMPERKS of the Platform or any association with its operators.

Certain services made available via the Platform are delivered by third party Platforms and organizations. By using any product, service or functionality, you hereby acknowledge and consent that MEMPERKS may share such information and data with any third party with whom MEMPERKS has a contractual relationship to provide the requested product, service or functionality on behalf of users and customers.

## **NO UNLAWFUL OR PROHIBITED USE/INTELLECTUAL PROPERTY**

You are granted a non-exclusive, non-transferable, revocable license to access and use the Platform strictly in accordance with these Terms. As a condition of your use of the Platform, you warrant to MEMPERKS that you will not use the Platform for any purpose that is unlawful or prohibited by these Terms. You may not use the Platform in any manner that could damage, disable, overburden, or impair the Platform or interfere with any other party’s use and enjoyment of the Platform. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Platform.

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Platform, is the property of MEMPERKS, its suppliers or client and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Platform. MEMPERKS content is not for resale. Your use of the Platform does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of MEMPERKS and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of MEMPERKS Frequent Parker Program or our licensors except as expressly authorized by these Terms.

## **INTERNATIONAL USERS**

The Service is controlled, operated and administered by MEMPERKS from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the MEMPERKS content accessed through the Platform in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

## **INDEMNIFICATION**

You agree to indemnify, defend and hold harmless MEMPERKS, R solutions, LTD., Sprocket Software Development, Inc., ABM Parking Services, Inc, Memphis-Shelby County Airport Authority, all of their commissioners, officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorneys' fees and court costs) relating to or arising out of your use of or inability to use the Platform or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. MEMPERKS and all indemnified parties reserve the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with MEMPERKS and all indemnified parties in asserting any available defenses.

## **LIABILITY DISCLAIMER**

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE PLATFORM MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. MEMPERKS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE PLATFORM AT ANY TIME.

MEMPERKS MAKES NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, OR ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE PLATFORM FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. MEMPERKS HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL MEMPERKS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY OTHER DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE PLATFORM, WITH THE DELAY OR INABILITY TO USE THE PLATFORM OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE PLATFORM, OR OTHERWISE ARISING OUT OF THE USE OF THE PLATFORM, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF MEMPERKS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE PLATFORM, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE PLATFORM.

## **TERMINATION/ACCESS RESTRICTION**

MEMPERKS reserves the right, in its sole discretion, to terminate your access to the Platform and the related Services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Tennessee and you hereby consent to the exclusive jurisdiction and venue of courts in Tennessee in all disputes arising out of or relating to the use of the Platform. Use of the Platform is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and MEMPERKS as a result of this Agreement or use of the Platform. MEMPERKS performance of this Agreement is subject to existing laws and legal process, and nothing contained in this Agreement is in derogation of MEMPERKS right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Platform or information provided to or gathered by MEMPERKS with respect to such use. If any part of this agreement is determined to be invalid or unenforceable by a court of competent jurisdiction including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and MEMPERKS with respect to the Platform and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and MEMPERKS with respect to the Platform. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this Agreement and all related documents be written in English.

## **CHANGES TO TERMS**

MEMPERKS reserves the right, in its sole discretion, to change the Terms under which the Platform is offered. The most current version of the Terms will supersede all previous versions. MEMPERKS encourages you to periodically review the Terms to stay informed of our updates.

Any inquiries regarding this Agreement shall be directed to [info@memperks.com](mailto:info@memperks.com).