

SPEED MACHINE - TERMS OF USE

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1. Acceptance

The website, www.speedmachine.com (the "Service") operated by us, International Management Group (UK) Building 6, Chiswick Park, 566 Chiswick High Road, London W4 5HR, ("IMG", "we", "us", "our").

By using the Service, you agree, without limitation or qualification, to be bound by these terms and conditions of use (the "Terms of Use") and the Speed Machine Privacy Policy (the "Privacy Policy") incorporated herein by reference.

Where permitted by local law, IMG reserves the right to modify or revise the Terms of Use, in its sole discretion, at any time. By using the Service, you agree to be bound by any and all subsequent modifications or revisions and to comply with any applicable laws and regulations. IMG recommends that users review the most up-to-date version of the Terms of Use periodically.

We do not guarantee that the Service, or the Contents (as described in more detail below), will always be available or be uninterrupted. We may suspend, withdraw, discontinue or change all or any part of the Service without notice. We will not be liable to you if for any reason the Service is unavailable at any time or for any period. You are responsible for making all arrangements necessary for you to have access to the Service. You are also responsible for ensuring that all persons who access the Service through your internet connection or using your device are aware of these Terms of Use and other applicable terms and conditions, and that they comply with them.

The materials provided on the Service are protected by applicable law, including, but not limited to, English copyright laws and international treaties.

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The personal information you submit to IMG and that IMG collects from you is governed by the Speed Machine Privacy Policy. To the extent there is an inconsistency between these Terms of Use and the Privacy Policy, the Privacy Policy shall govern. You are responsible for providing information that is accurate, current and complete.

If you provide information that is not accurate, current or complete, or if IMG has reason to believe that information you provided is not accurate, current or complete, IMG has the right to prohibit you from any and all future use of the Service.

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You may not use the Service in any manner that could damage, disable, overburden or impair the Service, or interfere with any other party's use and enjoyment of the Service. You may not attempt to gain unauthorized access to the Service through hacking, password mining or any other means.

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When you use Third Party Pages or Third-Party Applications, any personal information you provide will be dealt with under such third party's privacy policy.

5. No Reliance on Information

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Nothing in these Terms of Use excludes or limits IMG's liability for death or personal injury arising from negligence, or fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by applicable law.

7. Indemnity

You will be responsible for and will be liable to us and indemnify us against any loss or damage suffered by IMG as a result of: (a) your use of the Service and/or Contents other than as permitted under these Terms of Use; and/or (b) your breach of these Terms of Use.

You agree to indemnify us in full against any third party liabilities, claims, costs, loss or damage incurred as a result of any breach by you of these Terms of Use.

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IMG makes no claims that the Contents and/or Service are appropriate or may be downloaded and/or used outside of the United Kingdom or the United States of America. Access to and use of the Service and/or Contents may not be legal by certain persons or in certain countries.

If you access, use and/or download the Service and/or Contents from outside the United States, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction.

The following provisions survive the expiration or termination of these Terms of Use for any reason whatsoever: Liability of IMG and its Licensors and Partners, No Reliance on Information, Use Restrictions, Submission of Ideas, Indemnity, Viruses, Trade Marks, Applicable Laws, Waiver and Severability and Complete Agreement.

9. Applicable Laws

Subject to the provisions of applicable law, these Terms of Use are governed in accordance with the laws of the United Kingdom. These Terms of Use are governed in accordance with English law. Disputes arising herefrom (and any non-contractual disputes or claims) shall be exclusively subject to the jurisdiction of the English courts. You and IMG hereby expressly consent and submit to the exclusive jurisdiction of England and Wales for the adjudication or disposition of any claim, action or dispute arising out of these Terms of Use. If any provision of these Terms of Use is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect. No waiver of any of these Terms of Use shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

10. Waiver and Severability

If any provision of these Terms of Use is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect. No waiver of any of these Terms of Use shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

11. Notice and Take Down Procedures

If you believe the Contents (or any part thereof) accessible on or from the Service infringes your intellectual property rights, you may request removal of those materials (or access thereto) from the Service by contacting IMG (address identified below) and providing the following information:

- identification of the work that you believe to be infringed. Please describe the work, and where possible include a copy or the location (e.g., URL) of an authorized version of the work;
- identification of the Content that you believe to be infringing your intellectual property rights and its location. Please describe the Content, and provide us with its URL or any other pertinent information that will allow us to locate the Content;
- your name, address, telephone number, and (if available) email address.
- a statement that you have a good faith belief that the complained-of use of the work is not authorized by the intellectual property rights owner, its agent, or the law;
- a statement that the information you have supplied is accurate, and indicating that "under penalty of perjury," you are the intellectual property rights owner or authorized representative of the intellectual property rights owner;
- a signature or the electronic equivalent from the intellectual property rights owner or authorized representative of the intellectual property rights owner.

Our address for intellectual property rights issues relating to the Service is as follows:

IMG

Building 6, Chiswick Park, 566 Chiswick High Road, London W4 5HR

Email: info@speedmachine.com

In an effort to protect the rights of intellectual property rights owners, IMG maintains a policy for the termination, in appropriate circumstances, of users of the Service who are repeat infringers.

12. Copyright and Trade Marks

Unauthorized use of any IMG trademark, service mark or logo is prohibited, and may be a violation of federal and state trademark law.

13. Viruses

We do not guarantee the Service will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programs and platform in order to access and use the Service. You should use your own virus protection software.

You must not misuse the Service by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Service, the server on which the Service is stored or any server, computer or database connected to the Service. You must not attack the Service via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you may be committing a criminal offence under applicable law. IMG will report any such breach to the relevant law enforcement authorities and will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Service will cease immediately.

14. Complete Agreement

Except as expressly provided in a particular notice or disclaimer posted by or on behalf of IMG on theService, these Terms of Use, including the IMG Privacy Policy, constitute the entire agreement between you and IMG with respect to the use of the Service and Contents.

15. Contact Us

To contact us, please email info@speedmachine.com.