

Terms and Conditions

THE AGREEMENT: The use of this website and services on this website and mobile application provided by GonzoCar (hereinafter referred to as "Website") are subject to the following Terms & Conditions, all parts and sub-parts of which are specifically incorporated by reference here. This Agreement shall govern the use of all pages on this website (hereinafter collectively referred to as "Website") and any services provided by or on this Website ("Services").

1) DEFINITIONS

"Agreement" denotes to this Terms and Conditions and the Privacy Policy and other documents provided to you by the Website;

"We", "us" and **"our"** are references to gonzocar.com;

"User", "You" and **"your"** are denotes to the person who is accessing the website for taking or availing any service from us. User shall include the company, partnership, sole trader, person, body corporate or association taking services of this Website;

"Website" shall mean and include GonzoCar and any successor Website of the Company or any of its affiliates;

Parties: Collectively, the parties to this Agreement (We and You) will be referred to as Parties.

2) ASSENT & ACCEPTANCE

By using the Website, you warrant that you have read and reviewed this Agreement and that you agree to be bound by it. If you do not agree to be bound by this Agreement, please leave the Website immediately. We only agree to provide the use of this Website and Services to you if you assent to this Agreement.

3) SERVICE

- GonzoCar is a rental and leasing company for Chicago's professional driving community. As a business and ministry, our mission is to provide individuals with affordable and reliable transportation to enable them to make a living, while helping them to discover their unique purpose. We are a purpose-driven company that values people first.
- We strive to provide a high level of customer service. We hope our values of people, purpose and service guide our everything we do. Quality by having our services subject to rigorous quality checks before it reaches you.

4) AGE RESTRICTION

You must be at least 18 (Eighteen) years of age to use this Website or any Services contained herein. By using this Website, you represent and warrant that you are at least 18 years of age and may legally agree to this Agreement. We assume no responsibility or liability for any misrepresentation of your age.

5) REQUIREMENTS

- Valid Driver's License
- Valid Ride sharing Account

- Credit or Debit Card
- Refundable security deposit. In some cases, may also waive the deposit. (\$100-\$250, depending on vehicle type)

6) RESTRICTIONS

You may not, and will not permit others to: (i) remove any copyright, trademark or other proprietary notices from any portion of the GonzoCar Services; (ii) reproduce, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the GonzoCar Services except as expressly permitted by GonzoCar; (iii) link to, mirror or frame any portion of the GonzoCar Services; (iv) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise datamining any portion of the GonzoCar Services or unduly burdening or hindering the operation and/or functionality of any aspect of the GonzoCar Services; or (v) copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify or create derivative works of the GonzoCar, any updates or any part thereof (except as and only to the extent any of the foregoing restrictions are prohibited by applicable law).

7) GENERAL CONDITION

- Photographs are for illustration only.
- We do not guarantee the accuracy, completeness, validity, or timeliness of information listed by us.
- We make material changes to these terms and conditions from time to time, we may notify you either by prominently posting a notice of such changes or via email communication.
- The website is licensed to you on a limited, non-exclusive, non-transferable, non-sublicensable basis, solely to be used in connection with the Service for your private, personal, non-commercial use, subject to all the terms and conditions of this Agreement as they apply to the Service.

8) LICENSE TO USE WEBSITE

We may provide you with certain information as a result of your use of the Website or Services. Such information may include but is not limited to, documentation, data, or information developed by us, and other materials which may assist in your use of the Website or Services ("Our Materials"). Subject to this Agreement, we grant you a non-exclusive, limited, non-transferable, and revocable license to use Our Materials solely in connection with your use of the Website and Services. Our Materials may not be used for any other purpose, and this license terminates upon your cessation of use of the Website or Services or at the termination of this Agreement.

9) USER RESPONSIBILITIES

You agree to:

- a. Use reasonable efforts to prevent unauthorized access to or use of the Gonzocar;
- b. Keep your user ids and all other login information confidential;

- c. Not register for more than one account, register for an account on behalf of an individual other than yourself without such individual's authorization, or register for an account on behalf of any group or entity;
- d. Monitor and control all activity conducted through your account in connection with the Gonzocar;
- e. Upload and disseminate only data to which you own all required rights under law and do so only consistent with applicable law;
- f. Promptly notify us if you become aware or reasonably suspect any illegal or unauthorized activity or a security breach involving your account, including any loss, theft, or unauthorized disclosure or use of a User ID or account;
- g. Not use anyone else's User ID at any time, without the permission of the User ID holder;
- h. Not attempt, in any manner, to obtain the password, account, or other security information
- i. From any other user; and comply with all applicable laws and regulations, including, but not limited to, all intellectual property, data, privacy, motor vehicle sales, operation and/or licensing, and export control laws.

10) INTELLECTUAL PROPERTY

You agree that the Website and all Services provided by us are the property of GonzoCar, including all copyrights, trademarks, trade secrets, patents, and other intellectual property ("Our IP"). You agree that we own all right, title, and interest in and to the Our IP and that you will not use Our IP for any unlawful or infringing purpose. You agree not to reproduce or distribute Our IP in any way, including electronically or via registration of any new trademarks, trade names, service marks, or Uniform Resource Locators (URLs), without express written permission from us.

- To make the Website and Services available to you, you hereby grant us a royalty-free, non-exclusive, worldwide license to copy, display, use, broadcast, transmit and make derivative works of any content you publish, upload, or otherwise make available to the Website ("Your Content"). We claim no further proprietary rights in your Content.
- If you feel that any of your intellectual property rights have been infringed or otherwise violated by the posting of information or media by another of our users, please contact us and let us know.

11) USER OBLIGATIONS

As a user of the Website or Services, you may be asked to register with us. When you do so, you will choose a user identifier, which may be your email address or another term, as well as a password. You may also provide personal information, including, but not limited to, your name. You are responsible for ensuring the accuracy of this information. This identifying information will enable you to use the Website and Services. You must not share such identifying information with any third party, and if you discover that your identifying information has been compromised, you agree to notify us immediately in writing. An email notification will suffice. You are responsible for maintaining the safety and security of your identifying information as well as keeping us apprised of any changes to your identifying information. Providing false or inaccurate information, or using the Website or Services to further fraud or unlawful activity is grounds for immediate termination of this Agreement.

USER ACCOUNT:

1. To access certain features of the GonzoCar, you may be required to successfully sign up for a user account using the available interfaces of the services, and select a
2. username and password login credentials (the “**User ID**”).
3. If you select a User ID, you will keep your User ID secure and will not grant access to or otherwise share your User ID with any other person.
4. You must provide us with true, accurate, current and complete information for your User ID. If we believe or suspect that your information is not true, accurate, current or complete, we may deny or terminate your access to the GonzoCar.
5. We reserve the right to disable any User ID issued to you at any time in our sole discretion. If we disable access to a User ID issued to you, you may be prevented from accessing the GonzoCar (or any portion thereof).
6. GonzoCar is entitled to act on instructions received through your account. GonzoCar is not responsible for any actions taken or transactions made to or from your account by any other party using your User ID. You are solely responsible for any and all use of your User ID and all purchases and activities that occur under or in connection with the User ID. Without limiting any rights which we may otherwise have, we reserve the right to take any and all action, as we deem necessary or reasonable, to ensure the security of the
7. GonzoCar and your account, including without limitation terminating your account, changing your password, or requesting additional information to authorize transactions on your account. You agree to be responsible for any act or omission of any users that access the GonzoCar under your User ID that, if undertaken by you, would be deemed a violation of these Terms and conditions.

12) ACCEPTABLE USE

You agree not to use the Website or Services for any unlawful purpose or any purpose prohibited under this clause. You agree not to use the Website or Services in any way that could damage the Website, Services, or general business of GonzoCar.

- You further agree not to use the Website or Services:
- To harass, abuse, or threaten others or otherwise violate any person's legal rights;
- To violate any of our intellectual property rights or any third party;
- To upload or otherwise disseminate any computer viruses or other software that may damage the property of another;
- To perpetrate any fraud;
- To engage in or create any unlawful gambling, sweepstakes, or pyramid scheme;
- To publish or distribute any obscene or defamatory material;
- To publish or distribute any material that incites violence, hate, or discrimination towards any group;
- To unlawfully gather information about others.

13) ASSUMPTION OF RISK

The Website and Services are provided for communication purposes only. You acknowledge and agree that any information posted on Our Website is not intended to be legal advice, medical advice, or financial advice, and no fiduciary relationship has been created between you

and us. You further agree that your purchase of any of the services on the Website is at your own risk. We do not assume responsibility or liability for any advice or other information given on the Website.

14) REVERSE ENGINEERING & SECURITY

You agree not to undertake any of the following actions:

- a) Reverse engineer, or attempt to reverse engineer or disassemble any code or software from or on the Website or Services;
- b) Violate the security of the Website or Services through any unauthorized access, circumvention of encryption or other security tools, data mining, or interference to any host, user or network.

15) INDEMNIFICATION

You agree to defend and indemnify us and any of our affiliates (if applicable) and hold us harmless against any legal claims and demands, including reasonable attorney's fees, which may arise from or relate to your use or misuse of the Website or Services, your breach of this Agreement, or your conduct or actions. You agree that we shall be able to select its legal counsel and may participate in its defense if we wish.

16) EXCLUSION OF LIABILITY

You understand and agree that we (A) do not guarantee the accuracy, completeness, validity, or timeliness of information listed by us or any third parties; and (B) shall not be responsible for any materials posted by us or any third party. You shall use your judgment, caution, and common sense in evaluating any prospective methods or offers and any information provided by us or any third party.

Further, we shall not be liable for direct, indirect consequential, or any other form of loss or damage that may be suffered by a user through the use of the GonzoCar Website including loss of data or information or any kind of financial or physical loss or damage.

In no event shall GonzoCar, nor its Owner, directors, employees, partners, agents, suppliers, or affiliates, be accountable for any indirect, incidental, special, eventful or exemplary costs, including without limitation, loss of proceeds, figures, usage, goodwill, or other intangible losses, consequential from (i) your use or access of or failure to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content attained from the Service; and (iv) unlawful access, use or alteration of your transmissions or content, whether or not based on guarantee, agreement, domestic wrong (including carelessness) or any other lawful concept, whether or not we've been aware of the possibility of such damage, and even if a cure set forth herein is originated to have futile of its important purpose.

17) SPAM POLICY

You are strictly prohibited from using the Website or any of our Services for illegal spam activities, including gathering email addresses and personal information from others or sending any mass commercial emails.

18) THIRD-PARTY LINKS & CONTENT

We may occasionally post links to third-party websites or other services. You agree that we are not responsible or liable for any loss or damage caused as a result of your use of any third-party services linked to or from Our Website.

19) MODIFICATION & VARIATION

We may, from time to time and at any time without notice to you, modify this Agreement. You agree that we have the right to modify this Agreement or revise anything contained herein. You further agree that all modifications to this Agreement are in full force and effect immediately upon posting on the Website and that modifications or variations will replace any prior version of this Agreement unless prior versions are specifically referred to or incorporated into the latest modification or variation of this Agreement.

20) ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties concerning any use of this Website. This Agreement supersedes and replaces all prior or contemporaneous agreements or understandings, written or oral, regarding the use of this Website.

21) SERVICE INTERRUPTIONS

We may need to interrupt your access to the Website to perform maintenance or emergency services on a scheduled or unscheduled basis. You agree that your access to the Website may be affected by unanticipated or unscheduled downtime, for any reason, but that we shall have no liability for any damage or loss caused as a result of such downtime.

22) TERM, TERMINATION & SUSPENSION

We may terminate this Agreement with you at any time for any reason, with or without cause. We specifically reserve the right to terminate this Agreement if you violate any of the terms outlined herein, including, but not limited to, violating the intellectual property rights of us or a third party, failing to comply with applicable laws or other legal obligations, and/or publishing or distributing illegal material. If you have registered for an account with Us, you may also terminate this Agreement at any time by contacting us and requesting termination. At the termination of this Agreement, any provisions that would be expected to survive termination by their nature shall remain in full force and effect.

23) NO WARRANTIES

You agree that your use of the Website and Services is at your sole and exclusive risk and that any Services provided by us are on an "As Is" basis. We hereby expressly disclaim any express or implied warranties of any kind, including, but not limited to the implied warranty of fitness for a particular purpose and the implied warranty of merchantability. We make no warranties that the Website or Services will meet your needs or that the Website or Services will be uninterrupted, error-free, or secure. We also make no warranties as to the reliability or accuracy of any information on the Website or obtained through the Services. You agree that any damage that may occur to you, through your computer system, or as a result of the loss of your data from your use of the Website or Services is your sole responsibility and that we are not liable for any such damage or loss.

24) LIMITATION ON LIABILITY

We are not liable for any damages that may occur to you as a result of your use of the Website or Services, to the fullest extent permitted by law. This section applies to any claims by you, including, but not limited to, lost profits or revenues, consequential or punitive damages, negligence, strict liability, fraud, or torts of any kind.

25) DISCLAIMER:

THE LAWS OF CERTAIN JURISDICTIONS, DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN LEGAL WARRANTIES, CONDITIONS OR REPRESENTATIONS.

IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE EXCLUSIONS OR LIMITATIONS IN THESE TERMS OF USE (INCLUDING THE FOLLOWING DISCLAIMERS) MAY NOT APPLY, AND YOU MAY HAVE ADDITIONAL RIGHTS. TO THE EXTENT THAT WE MAY NOT, AS A MATTER OF APPLICABLE LAW, DISCLAIM ANY IMPLIED WARRANTY OR CONDITION, THE SCOPE AND DURATION OF SUCH WARRANTY OR CONDITION WILL BE THE MINIMUM PERMITTED UNDER SUCH APPLICABLE LAW.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU ACKNOWLEDGE, UNDERSTAND, AND AGREE THAT THE GONZOCAR AND THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND. EXCEPT FOR ANY SPECIFIC WARRANTIES OR CONDITIONS PROVIDED IN AN APPLICABLE SUBSCRIPTION AGREEMENT OR AS OTHERWISE REQUIRED BY APPLICABLE LAW, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS OF ANY KIND WITH RESPECT TO THE GONZOCAR AND THE SERVICES, WHETHER EXPRESS, IMPLIED, STATUTORY OR COLLATERAL, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES AND CONDITIONS OF MERCHANTABILITY, QUALITY, DURABILITY, COMPATIBILITY, TITLE, SECURITY, RELIABILITY, COMPLETENESS, QUIET ENJOYMENT, ACCURACY, CURRENCY, TIMELINESS, INTEGRATION, FITNESS FOR A PARTICULAR OR GENERAL PURPOSE AND NON-INFRINGEMENT, AND/OR ANY WARRANTIES OR CONDITIONS ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE, AND/OR THAT THE GONZOCAR AND THE SERVICES ARE OR WILL BE ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS OF ANY KIND WITH RESPECT TO THIRD PARTY COMMUNICATIONS AND ANY THIRD-PARTY WEBSITES OR CONTENT DIRECTLY OR INDIRECTLY ACCESSED THROUGH THE GONZOCAR. IN THE EVENT THAT THERE IS AN INTERRUPTION OR DISRUPTION IN ANY OF THE SERVICES OFFERED BY GONZOCAR FOR WHATEVER REASON, EVEN IF GONZOCAR HAS BEEN MADE AWARE OF AN ISSUE THAT COULD RESULT IN OR IS LIKELY TO RESULT IN AN INTERRUPTION OR DISRUPTION OF SERVICES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, GONZOCAR WILL NOT BE REQUIRED TO ISSUE A REFUND FOR ANY PURCHASE MADE BY YOU. AS SOON AS GONZOCAR HAS IDENTIFIED THE CAUSE OF AN INTERRUPTION OR DISRUPTION, GONZOCAR WILL USE REASONABLE EFFORTS TO RETURN SERVICE AS SOON AS REASONABLY POSSIBLE.

26) GENERAL PROVISIONS:

- 1. JURISDICTION, VENUE & CHOICE OF LAW:** The terms herein will be governed by and construed in accordance with the laws of United States (Chicago) without giving effect to any principles of conflicts of law. The Courts of United States (Chicago) shall have exclusive jurisdiction over any dispute arising from the use of the Website.
- 2. ASSIGNMENT:** This Agreement, or the rights granted hereunder, may not be assigned, sold, leased, or otherwise transferred in whole or part by you. Should this Agreement, or the rights granted hereunder, be assigned, sold, leased, or otherwise transferred by us, the rights and liabilities of GonzoCar will bind and inure to any assignees, administrators, successors, and executors.

3. **SEVERABILITY:** If any part or sub-part of this Agreement is held invalid or unenforceable by a court of law or competent arbitrator, the remaining parts and sub-parts will be enforced to the maximum extent possible. In such a condition, the remainder of this Agreement shall continue in full force.
4. **NO WAIVER:** If we fail to enforce any provision of this Agreement, this shall not constitute a waiver of any future enforcement of that provision or any other provision. Waiver of any part or sub-part of this Agreement will not constitute a waiver of any other part or sub-part.
5. **HEADINGS FOR CONVENIENCE ONLY:** Headings of parts and sub-parts under this Agreement are for convenience and organization, only. Headings shall not affect the meaning of any provisions of this Agreement.
6. **NO AGENCY, PARTNERSHIP OR JOINT VENTURE:** No agency, partnership, or joint venture has been created between the Parties as a result of this Agreement. No Party has any authority to bind the other to third parties.
7. **FORCE MAJEURE:** We are not liable for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances, i.e., COVID-19!
8. **ELECTRONIC COMMUNICATIONS PERMITTED:** Electronic communications are permitted to both Parties under this Agreement, including e-mail. For any questions or concerns, please use **contact us** form on the website or email us **rentgonzo@gmail.com**

GonzoCar

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