

## Bicksdrive.com Terms of Use Agreement

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BEFORE BROWSING THIS WEBSITE, SUBMITTING ANY INFORMATION TO THIS WEBSITE AND/OR OTHERWISE USING THIS WEBSITE, PLEASE READ THIS AGREEMENT CAREFULLY. BY ACCESSING ANY AREAS OF THIS WEBSITE, YOU AGREE TO BE LEGALLY BOUND AND TO ABIDE BY THESE TERMS AND CONDITIONS WHICH INCLUDE THE TERMS AND CONDITIONS OF Bick’s’s PRIVACY POLICY (LINKED BELOW), WHICH WILL CONSTITUTE OUR AGREEMENT (“AGREEMENT”).

If you do not agree to the terms and conditions of this Agreement, you are not authorized to access, browse or otherwise use this Website.

Bick’s, at its sole discretion, reserves the right to modify or amend these terms and conditions at any time. Any modifications will become effective when posted on this Website. By using this Website after any changes in these terms and conditions, you agree to be legally bound by the terms and conditions as amended. Therefore, you should frequently revisit this page to determine the present terms to which you are legally bound.

Bick’s may terminate your right to use this Website for any reason, at any time, with or without notice. In the event of any such termination, you agree that you remain bound by this Agreement and its restrictions on you.

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When using the Website you agree not to pretend to be someone else or spoof their identity.

You may not use the Website or any Materials or Marks for any purpose that is illegal or otherwise prohibited hereunder.

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## INDEMNITY; INJUNCTIONS

You agree to defend, indemnify, save and hold harmless Bick’s, its subsidiaries, affiliated companies, joint partners, licensees and their respective directors, officers, employees and agents from and against all liabilities, claims, damages and expenses, including attorneys’ fees as incurred, arising out of your use of this Website including any violation or alleged violation of this Agreement.

If you have violated or if you threaten to violate the terms and conditions of this Agreement, you agree that your actions and/or omissions shall be unlawful and shall constitute an unfair business practice and will cause Bick’s irreparable harm for which money damages would be inadequate. Therefore, in such event, Bick’s shall have the ability to seek and obtain injunctive and/or other equitable relief that Bick’s deems appropriate, in addition to any other legal or equitable remedies available.

## LIMITATION OF LIABILITY

IN NO EVENT WILL BICK’S, ITS SUBSIDIARIES, AFFILIATED COMPANIES OR JOINT PARTNERS BE LIABLE TO ANY PARTY FOR ANY INJURY, DEATH, LOSS, CLAIM, ACT OF NATURE, ACCIDENT, DELAY OR ANY DIRECT, INDIRECT, SPECIAL OR OTHER CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, ANY LOST REVENUES, LOST PROFITS, LOSS

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## PRIVACY POLICY

Bick's Privacy Policy applies to your use of this Website and its terms and conditions are part of this Agreement. A copy of Bick's's Privacy Policy is available [here](#). You further understand that all transmissions of information to Bick's are never completely private and safe, even if encryption or other security techniques are employed.

## CHILDREN'S NOTICE

This Website is not designed or intended for use by children under the age of 14. Although children's products and/or services may be referenced on this Website, this Website is intended for use by adults only. If you are under 18 years of age, you should use this Website only with the involvement of a parent or guardian. We note that parental control protection technology and services are commercially available and may assist you in limiting access to material that may be harmful or inappropriate for minors.

## MISCELLANEOUS – REFUND POLICY

No refunds will be given once training starts, if Bick's is willing and able to complete all training within six months of the first day of training. If training has not begun a refund will be provided for the amount paid to date less \$100.

Bick's may be required by law to notify you regarding events or developments. In addition to other methods of delivery, you agree that such notices shall be effective upon our posting them on this Website and/or delivering them to you via e-mail.

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This Agreement and all related parts represent the entire agreement between you and Bick's regarding your use of this Website. This Agreement supersedes any prior statement or representations made by you and/or Bick's regarding your use of this Website. If any part of this Agreement is deemed unlawful, void, or unenforceable, that part will be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best comports with the intent of this Agreement; the remaining provisions of this Agreement will remain valid and enforceable. Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of this Website or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles herein are for convenience only and have no legal or contractual effect.

When applicable, you further agree, as a condition of using this Website, to ensure that all of your agents, employees and independent contractors adhere to this Agreement.

You promise, state and represent that you are of sufficient legal age and competency to create binding legal obligations for any liability you may incur as a result of your use of this Website.

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