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We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

USER COMMENTS, FEEDBACK, AND OTHER SUBMISSIONS

If, upon our request or your own volition, you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'Comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate, and otherwise use in any medium any comments that you send us. We are under no obligation to maintain any comments in confidence, pay compensation for any comments, or respond to any comments.

We may, but have no obligation to, monitor, edit, or remove content that we determine in our sole discretion to be unlawful, offensive, threatening, libelous, defamatory, pornographic, contradict industry laws and regulations, obscene, or otherwise objectionable or violate any party's intellectual property or other rights or these Terms of Service.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality, or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive, or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false email address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

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Your submission of personal information is governed by our Privacy Policy, the terms of which are incorporated herein. By using this Site, you are agreeing to this Privacy Policy and you will be bound by the terms of such Privacy Policy.

You understand that your content (not including credit card information) may be transferred unencrypted and involve transmissions over various networks as well as changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

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You expressly agree that your use of, or inability to use, the Service is at your sole risk. The Service and all products and services delivered to you through the Service are (except as expressly stated by us) provided "as is" and "as available" for your use, without any representation, warranties, or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall Bollinger Motors, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers, licensors, successors, or assigns be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, but not limited to, lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility.

If a state or jurisdiction does not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Bollinger Motors and any subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers,

interns, employees, successors, and assigns from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

MISCELLANEOUS

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CONTACT INFORMATION

Questions about the Terms of Service should be sent to us at info@bollingermotors.com.