

HUDWAYGLASS

Head-up display for any car

TERMS OF USE

Thank you for your purchase of HUDWAY Glass (the "Product"). Please read these Terms of Use carefully prior to using your Product. Your use of this Product is subject to your full and unequivocal acceptance of these Terms of Use. If you do not agree with or do not accept any of the Terms, please do not use the Product. Your use of the Product indicates that you fully accept these Terms of Use in their entirety.

As used in these Terms and Conditions, "we" or "us" means Hudway, LLC and its parent companies, affiliates, subsidiaries, directors, managers, employees, or agents.

1. Your assumption of risk. Your use of this Product is at your sole risk. Displaying information on the Product while driving may be distracting to some drivers. If you believe this Product distracts you from the road ahead — stop using this Product immediately.

2. Prohibited use. Do not display any non-navigation based applications on your Product while driving. Displaying any applications or content other than to assist you navigate while driving is strictly prohibited and will constitute a misuse of the Product.

3. Compliance with traffic laws. Always pay your full attention to the road and abide by all traffic law and regulations. Information displayed by the Product may not be accurate, fully updated or complete.

4. Third-Party Apps. You may wish to download any third-party applications to use with the Product. We are not responsible for and make no representations or warranties regarding the content or functionality of these third-party applications or the privacy practices of such third-party developers. If you use any third-party applications in connection with your use of the Product, then you do so at your own risk.

5. WARNING: In the event of an accident, the force applied to your vehicle may cause your mobile device to forcefully shift and come into contact with your body or with the bodies of your passengers and cause personal injuries to you or your passengers. The cradle of the Product may not be sufficient to prevent your mobile device from sliding or shifting in the event of an accident.

6. WARNING: When used with the Product, your mobile device may overheat, turn off, break, crack, lose data or may otherwise get damaged. By using the Product, you assume the risk that your mobile device may be damaged. We are not responsible for any damage to your mobile device as a result of your use of the Product.

7. Disclaimer of certain damages. Your use of the Product is at your own risk. If you are dissatisfied with the Product's performance in any way, your sole remedy is to discontinue use of the Product. In no event will we be liable for any damages whatsoever (including, but not limited to, incidental, exemplary and consequential damages, lost profits, or damages resulted from lost data or business interruption) resulting from the use or inability to use the Product, whether based on warranty, contract, tort or any other legal theory, and whether or not we are advised of the possibility of such damages. Some States do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

8. Injunctive relief. You agree that your breach or threatened breach of these Terms of Use will cause us irreparable injury for which recovery of money damages would be inadequate and that we, therefore, may obtain timely injunctive relief to protect our rights under these Terms of Use, in addition to any and all other remedies available to us at law or in equity.

9. Product sold as is. We provide the Product AS IS. We do not warrant that the Product will meet your requirements and do not guarantee any level of performance. The entire risk as to satisfactory quality, performance, accuracy, effort and cost of the Product, if any, is with you.

10. Limited Warranty. We disclaim all express and implied warranties (other than our Limited Warranty enclosed with your purchase) including any implied warranties of merchantability or fitness for a particular purpose. No oral or written information or advice given by us shall create a warranty.

11. Indemnification. Upon a request by us, you agree to defend, indemnify, and hold us harmless from all liabilities, claims, and expenses, including attorneys' fees that arise from your use or misuse of the Product or from your breach of these Terms of Use. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

12. Dispute Resolution. By agreeing to these Terms of Use, you are (1) waiving claims that you might otherwise have against us based on the laws of other jurisdictions, including your own; (2) irrevocably consenting to the exclusive jurisdiction of, and venue in state or federal courts located in Orange County, California over any disputes or claims you may have against us; and (3) submitting yourself to the personal jurisdiction of courts located in the State of California for the purpose of resolving any such disputes or claims. In addition, you expressly, irrevocably and unconditionally waive trial by jury and any right to proceed as lead plaintiff, class representative, or other representative capacity for any class action proceedings arising out of or relating to this Product in any way.

13. Choice of Law. The laws of the State of California shall govern under these Terms of Use.

14. Entire Agreement. These Terms of Use and any supplemental Terms constitute the entire agreement between you and us concerning the subject matter of these Terms, which may only be modified by us.

15. Language and construe. These Terms of Use shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods. If any part of these Terms is held invalid or unenforceable, that part shall be construed to reflect the parties' original intent, and the remaining portions remain in full force and effect. The controlling language of this Agreement is English. If you have received a translation into another language, it has been provided for your convenience only.

16. Using the Product outside the United States. If you are using the Product outside the United States, then the provisions of this Section shall also apply: (i) Les parties aux présentes confirment leur volonté que cette convention de même que tous les documents y compris tout avis qui s'y rattachent, soient rédigés en langue anglaise. (Translation: "The parties confirm that this Agreement and all related documentation is and will be in the English language."); (ii) you are responsible for complying with any local laws in your jurisdiction which might impact your right to import, export or use the Product; and (iii) if the laws applicable to your use of the Application would prohibit the enforceability of these Terms of Use, or impose any additional burdens on Hudway LLC or its affiliated entities, or confer any rights to you that are materially different from those granted by these Terms of Use, then you are not authorized to use the Product.

17. Capacity and lawful usage. You represent and warrant that you have adequate legal capacity to accept these Terms of Use, that you will use the Product only for lawful purposes.

18. Updates. We reserve the right to amend or modify these Terms of Use periodically, so please check our website (hudwayglass.com/terms) every now and then to keep up to date.