

EXECSECURE TERMS OF USE

Last modified: January 30, 2017

ACCEPTANCE OF TERMS

Welcome to www.execsecure.com (the "Website" or "Site"), the website of EXECSECURE, Inc, a Delaware Incorporated company (the "Company", "we" or "us"). These Terms of Use ("TOU" and "Terms") and the related Privacy Policy (the "Policy") incorporated herein by reference, see www.execsecure.com/privacy, govern your (hereafter "you" or "User") access to and use of the Site and the Services offered through the Site are conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Services. By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the Terms then you may not access the Service.

CHANGES TO THE TERMS

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will endeavor to provide at least 30-days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

All changes are effective immediately when we post them, and apply to all access to and use of the Website thereafter. By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms.

DESCRIPTION OF SERVICES

The Company provides secure transportation and executive protection solutions globally (the "Services"). The Services are subject to these Terms.

ACCOUNTS

In order to use the Services, you will be required to create an account. When you create an account, you must provide us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your account or your ability to use our Services.

As with other online services, you will be required to create a password. You are responsible for safeguarding the password that you use to access the Services and for any activities or actions under your password. You agree not to disclose your password to any third party. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

BOOKING OF SERVICES

The Website allows you to book services for yourself or on behalf of a third-party. Regardless of for whom services are booked, the User making the booking shall be and is responsible for all charges incurred in the making of the booking.

In ordering services, you will be requested to select the location of the services, the dates of the services, and the type of service required. You are solely responsible for any and all errors in the ordering of services.

DISCLAIMER OF WARRANTY & LIMITATION OF LIABILITY

EXECSECURE IS A LEADER IN PROVIDING SECURE TRANSPORTATION AND EXECUTIVE PROTECTION SOLUTIONS GLOBALLY FOR OUR VALUED CLIENTS AND CUSTOMERS. NEVERTHELESS, THE NATURE OF SECURE TRANSPORTATION AND PROTECTION SERVICES IS SUCH THAT NO GUARANTEES CAN BE MADE REGARDING CERTAIN TYPES OF INCIDENTS. ACCORDINGLY, IN NO EVENT WILL THE COMPANY, OR ITS OWNERS, PRINCIPALS, AGENTS OR EMPLOYEES BE LIABLE FOR ANY HARM OR DAMAGES WHICH MAY OCCUR AS THE RESULT OF THE PROVISION OF ANY SERVICES.

FURTHERMORE, NEITHER THE COMPANY NOR OR ITS OWNERS, PRINCIPALS, AGENTS OR EMPLOYEES WILL BE RESPONSIBLE FOR ANY EVENT ORDINARILY THOUGHT OF AS FORCE MAJEURE, WHICH INCLUDES, ALL CIRCUMSTANCES BEYOND THE COMPANY'S REASONABLE CONTROL, INCLUDING, WITHOUT LIMITATION, ACTS OF GOD, WAR, RIOT, EMBARGOES, ACTS OF CIVIL OR MILITARY AUTHORITIES, FIRE, FLOODS, ACCIDENTS, SERVICE OUTAGES, TELECOMMUNICATIONS FAILURES, POWER FAILURES, NETWORK FAILURES, OR FAILURES OF THIRD PARTY SERVICE PROVIDERS.

PAYMENT

Prior to ordering the Services, you will be required to register a credit card. All Services ordered through our Site shall be charged against that credit card. You will be responsible for any and all penalties or fees incurred by us as a result of a credit card being declined, a charge back, etc.

All Services must be paid for in full at the time of booking the Services.

TERMINATION

We may terminate or suspend your access to our Site immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms. All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, warranty disclaimers, indemnity and limitations of liability. Upon termination, your right to use or book our Services will immediately cease. If you wish to terminate your account, you may simply discontinue using the Site.

GOVERNING LAW

These Terms shall be governed and construed in accordance with the laws of the State of Delaware, United States, without regard to its conflict of law provisions. Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Services, and supersede and replace any prior agreements we might have between us regarding the Services.

MISCELLAENOUS & COMMENTS

All other feedback, comments, requests for technical support and other communications relating to the Website and/or our Services should be directed to: support@execsecure.com or at the address below:

ExecSecure
[address 1]
[address 2]

Thank you for visiting the Website.

. Sales Tax. All fees are exclusive of taxes, which we will charge as applicable. You agree to pay any taxes applicable to your use of the Subscription Service and performance of Consulting Services. You shall have no liability for any taxes based upon our gross revenues or net income. If you are located in the European Union, all fees are exclusive of any VAT and you represent that you are registered for VAT purposes in your member state. At our request, you will provide us with the VAT registration number under which you are registered in your member state. If you are subject to GST, all fees are exclusive of GST. If you are required to deduct or withhold any tax, you must pay the amount deducted or withheld as required by law and pay us an additional amount so that we receive payment in full as if there were no deduction or withholding.