

# ZOOX WEBSITE TERMS OF USE



**Updated:** June 26, 2018

Welcome to Zoox's website!

The following terms (these "Terms of Use") govern your access to and use of our website at [www.zoox.com](http://www.zoox.com) (our "Website"), including any content and functionality offered on or through our Website.

Please read these Terms of Use carefully before you use our Website. By using our Website, you accept and agree to be bound by these Terms of Use and our Privacy Policy, incorporated herein by reference. If you do not want to agree to these Terms of Use or the Privacy Policy, don't access or use our Website.

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them. Your continued use of our Website following the posting of revised Terms of Use means that you accept and agree to the changes.

## Intellectual Property Rights

Our Website and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by Zoox, Inc., its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use our Website for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Website, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages of our Website for your own personal, non-commercial use and not for further reproduction, publication or distribution.

## Trademarks

You must not use the Zoox name, logo, trademarks, product and service names, slogans, or designs without our prior written permission. All other names, logos, product and service names, designs and slogans on our Website are the trademarks of their respective owners.

## Permitted and Prohibited Uses

You may use our Website only for lawful purposes and in accordance with these Terms of Use. You also agree not to:

- Use our Website in any manner that could disable, overburden, damage, or impair our Website or interfere with any other party's use of our Website.
- Use any robot, spider or other automatic means to access our Website for any purpose, including monitoring or copying any of the material on our Website.
- Use any manual process to monitor or copy any of the material on our Website or for any other unauthorized purpose without our prior written consent.

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- Use any device, software or routine that interferes with the proper working of our Website or impairs its accessibility.
- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of our Website, the server on which our Website is stored, or any server, computer or database connected to our Website.
- Otherwise attempt to interfere with the proper working of our Website.

## Reliance on Website Information

The information presented on our Website is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. In addition, we cannot and do not guarantee or warrant that files available for downloading from the internet or our Website will be free of viruses or other destructive code. Any reliance you place on such information is strictly at your own risk. We disclaim all liability, warranties, and responsibility arising from any reliance placed on such materials by you or any other visitor to our Website, or by anyone who may be informed of any of its contents. In no event will Zoox, or any of its affiliates, agents, employees, officers, or directors be liable for any damages of any kind arising out of your use, or inability to use, our Website.

## Unsolicited Submissions, Ideas and Business Policies

Zoox does not accept or consider unsolicited product proposals, ideas, suggestions, materials or business opportunities. In connection with anything you submit to us, unless solicited in writing by us, you agree that any proposals, ideas, suggestions, materials or business opportunities you submit are not confidential. Zoox may use such information in any way, and you have no expectation of review, compensation, or consideration of any type.

## Governing Law and Jurisdiction

All matters relating to our Website and these Terms of Use and any dispute or claim arising therefrom, shall be governed by the internal laws of the State of California, without giving effect to any choice or conflict of law provision or rule. Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or our Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of California, in each case located in Santa Clara County, California. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

## Waiver and Severability

No waiver by Zoox of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Zoox to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

## Your Comments and Concerns

Any feedback, comments, requests for technical support and other communications relating to our Website should be directed to us at [webmaster@zoox.com](mailto:webmaster@zoox.com).