

Power Packs 2 Go

Terms of Service

These Terms of Service govern your use of Power Packs 2 Go, our website located at <https://powerpacks2go.com>, and any related services provided by Power Packs 2 Go LLC.

When you create an Power Packs 2 Go account or use Power Packs 2 Go, you agree to abide by these Terms of Service and to comply with all applicable laws and regulations. If you do not agree with these Terms of Service, you are prohibited from further using the app, accessing our website, or using any other services provided by Power Packs 2 Go LLC.

If you access or download Power Packs 2 Go from (1) the Apple App Store, you agree to any Usage Rules set forth in the App Store Terms of Service; and/or (2) the Google Play Store, you agree to the Android, Google Inc. Terms and Conditions including the Google Apps Terms of Service.

We, Power Packs 2 Go LLC, reserve the right to review and amend any of these Terms of Service at our sole discretion. Upon doing so, we will update this page and notify you through the app and/or the email address you provided when you created your account. Any changes to these Terms of Service will take effect immediately from the date of publication.

These Terms of Service were last updated on 15 April 2021.

Limitations of Use

By using Power Packs 2 Go and our website, you warrant on behalf of yourself, any entity who you represent who has entered into these Terms of Service, and your users that you will not:

1. modify, copy, prepare derivative works of, decompile, or reverse engineer Power Packs 2 Go or any materials and software contained within Power Packs 2 Go or on our website;
2. remove any copyright or other proprietary notations from Power Packs 2 Go or any materials and software contained within Power Packs 2 Go or on our website;
3. transfer Power Packs 2 Go or any of its associated materials to another person or “mirror” the materials on any other server;
4. knowingly or negligently use Power Packs 2 Go or any of its associated services in a way that abuses or disrupts our networks or any other service Power Packs 2 Go LLC provides;
5. use Power Packs 2 Go or its associated services to transmit or publish any harassing, indecent, obscene, fraudulent, or unlawful material;
6. use Power Packs 2 Go or its associated services in violation of any applicable laws or regulations;
7. use Power Packs 2 Go to send unauthorized advertising or spam;
8. harvest, collect, or gather user data without the user’s consent; or
9. use Power Packs 2 Go or its associated services in such a way that may infringe the privacy, intellectual property rights, or other rights of third parties.

Rental Terms

These Rental Terms are subject to change and modification pursuant

to the applicable laws of the State which may apply to the transaction. Because price may vary, Power Packs 2 Go suggests reading the terms thoroughly and completely before a rental. At the time of your rental, your credit card will be authorized (not charged) for \$35.00 which will be held for the duration of the rental. The actual price of rental is as shown on the rental detail page of the application. Your credit card will be charged at the time of the return for the actual price and the pre-authorization will be released back to your account. If you decide to keep the battery after the maximum rental period of five (5) days, or fail to return it for any reason, your credit card will be charged for the full purchase amount of \$35.00

Intellectual Property

The intellectual property in the materials in Power Packs 2 Go and on our website are owned by or licensed to Power Packs 2 Go LLC. You may download Power Packs 2 Go, to view, use, and display the application on your mobile device for your personal use only.

This constitutes the grant of a license, not a transfer of title. This license shall automatically terminate if you violate any of these restrictions or these Terms of Service, and may be terminated by Power Packs 2 Go LLC at any time.

Automatic Updates

You give us permission to download and install updates to Power Packs 2 Go on your device in accordance with your privacy preferences. This permission can be revoked at any time by deleting Power Packs 2 Go from your device.

Liability

Power Packs 2 Go and the materials in Power Packs 2 Go and on our website are provided on an 'as is' basis. To the extent permitted by law, Power Packs 2 Go LLC makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties including, without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property, or other violation of rights.

In no event shall Power Packs 2 Go LLC or its suppliers be liable for any consequential loss suffered or incurred by you or any third party arising from the use or inability to use Power Packs 2 Go, our website, or any other services provided by Power Packs 2 Go LLC or the materials in Power Packs 2 Go, even if Power Packs 2 Go LLC or an authorized representative has been notified, orally or in writing, of the possibility of such damage.

In the context of this agreement, “consequential loss” includes any consequential loss, indirect loss, real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss of reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity, or otherwise.

Because some jurisdictions do not allow limitations on implied warranties, or limitations of liability for consequential or incidental damages, these limitations may not apply to you.

Accuracy of Materials

The materials appearing in Power Packs 2 Go or on our website are not comprehensive and are for general information purposes only. To the extent permitted by law, Power Packs 2 Go LLC does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials in Power Packs 2 Go or on our website, or otherwise relating to such materials or on any resources linked to Power Packs 2 Go and our website.

Links

Power Packs 2 Go LLC has not reviewed all of the sites linked to Power Packs 2 Go or on its corresponding website and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement, approval, or control by Power Packs 2 Go LLC of the site. Use of any such linked website is at your own risk and we strongly advise you make your own investigations with respect to the suitability of those sites.

Notice regarding Apple

To the extent that you are using or accessing Power Packs 2 Go on an iOS device, you acknowledge and agree to the terms of this clause. You acknowledge that these Terms of Service are between you and Power Packs 2 Go LLC only, not with Apple Inc. (Apple), and Apple is not responsible for Power Packs 2 Go and any materials available in Power Packs 2 Go.

Apple has no obligation to furnish you with any maintenance and support services with respect to Power Packs 2 Go.

If Power Packs 2 Go fails to conform to any applicable warranty, you may notify Apple and Apple will refund the purchase price of the mobile application to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to Power Packs 2 Go and any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty will be our responsibility.

Apple is not responsible for addressing any claims by you or any third party relating to Power Packs 2 Go or your use of Power Packs 2 Go, including but not limited to (1) product liability claims; (2) any claim that our mobile application fails to conform to any applicable legal or regulatory requirement; and (3) claims arising under consumer protection or similar legislation.

Apple is not responsible for the investigation, defence, settlement, and discharge of any third-party claim that our mobile application infringes that third party's intellectual property rights.

You agree to comply with any applicable third-party terms when using Power Packs 2 Go, including any Usage Rules set forth in the Apple App Store Agreement of Service.

Apple and Apple's subsidiaries are third-party beneficiaries of these Terms of Service, and upon your acceptance of these Terms of Service, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms of Service against you as a third-party beneficiary of these Terms of Service.

You hereby represent and warrant that (1) you are not located in a country that is subject to a U.S. Government embargo, or that has

been designated by the U.S. Government as a "terrorist supporting" country; and (2) you are not listed on any U.S. Government list of prohibited or restricted parties.

Right to Terminate

We may suspend or terminate your Power Packs 2 Go account and right to use Power Packs 2 Go and these Terms of Service immediately upon written notice to you for any breach of these Terms of Service.

Severance

Any term of these Terms of Service which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity of the remainder of these Terms of Service is not affected.

Governing Law

These Terms of Service are governed by and construed in accordance with the laws of United States of America. You irrevocably submit to the exclusive jurisdiction of the courts in that State or location.