Privacy

PACESETTER TECHNOLOGY, LLC
PRIVACY STATEMENT

By using this Application (the “App”) you (the “user” or “you”) agree to be bound by these Terms of Use, including those additional terms and conditions and policies referenced herein and/or available by hyperlink.

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We reserve the right to modify, suspend, discontinue or restrict use of the App, any portion thereof or any Content at any time with or without notice to you.

2. Account Setup

In order to access, use or receive certain services, you will need to create an account (“Account”) by providing us with your name, email address and zip code. In creating an Account, you represent that you are of legal age to form a binding contract and are not a person barred from receiving services.

You are responsible for taking all steps to ensure that no unauthorized person shall have access to your Account. It is your sole responsibility to: (i) control the dissemination and use of your Account; and (ii) promptly inform us of any need to deactivate an Account.

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12. User Submissions
If you make any submission to us, you agree that you will not send or transmit any communication or content that: (i) is defamatory, indecent, harassing or otherwise objectionable; (ii) infringes or violates any rights of any party; or (iii) contains a virus or corrupted data.

All e-mail and other correspondence that you submit to us shall become our sole and exclusive property.

13. Notices
We may send you notice with respect to the App by sending an email message to the email address listed in your account, by pushing a notification to the App or by posting on the Site. Any notices will be deemed delivered to the party receiving such communication on the date of transmittal or posting, as applicable.

The Terms of Use will be governed by and construed in accordance with the internal laws of the State of Florida, without regard to its conflicts of law provisions. You agree to the personal jurisdiction by and venue in the state and federal courts in St. Johns County, Florida, and waive any objection to such jurisdiction or venue.

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15. Entire Agreement
The Terms of Use represent the entire agreement between you and us with respect to the subject matter addressed herein and supersede all prior to contemporaneous agreements or understandings, written or oral. The Terms of Use shall be binding upon and inure to the benefit of the parties hereto and their respective successors and lawful assigns.

16. Waiver
Any failure by us to enforce or exercise any provisions of the Terms of Use shall not constitute a waiver of that right or provision. Our failure to act with respect to a
breach by you or others does not waive our rights to act with respect to subsequent or similar breaches.

17. Attorneys and Accountants Fees
In any action to enforce the Terms of Use, the prevailing party shall be entitled to attorney's and accountant's fees and costs.

18. Severability
If any court or other tribunal of competent jurisdiction finds or holds any provision of these Terms of Use to be void, invalid, illegal or otherwise unenforceable, the remaining provisions of this Agreement will remain in full force and effect.