

Vending Location Terms and Conditions

Terms and Conditions ("Terms")

Last updated: October 28th, 2021

Please read these Terms and Conditions ("Terms", "Terms and Conditions") carefully before using the <https://www.vendingexchange.com> website (the "Service") operated by our Company. The host site is owned by Robert Patterson Enterprises, LLC, with a DBA as Kick Start, hereinafter referred to as "Host Site".

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all Operators, visitors, users and others who access or use the Vending Request Service. You may be referred to in these Terms as "you".

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.

Services

You agree that by utilizing Vendingexchange.com you are authorizing Host Site to market your information ("Service") to prospective Vending Machine Operators ("Operators"). You understand and agree that Host Site will sell your submitted data, location, and contact information ("Contact Information") to prospective Vending Machine Operators ("Service") and/or affiliates or partners. These Services are provided at no cost to you. However, the Operator may charge a fee for providing vending services to your location as agreed to between you and the Operator. The Operators may be paying Host Site a monthly subscription and/or a price per Lead (a Lead is a prospective vending location such as yourself). Your Contact Information shall be shared with one Operator at a given time. If you should request a new Operator, or the Operator previously provided your Contact Information elects to not pursue a contract, then your Contact Information may be provided to another Operator. **IT IS IMPORTANT THAT YOU SHARE ONLY CONTACT INFORMATION, LOCATION, AND DATA THAT YOU ARE AUTHORIZING TO BE SOLD TO PROSPECTIVE OPERATORS. YOU CAN INSTRUCT VENDING EXCHANGE TO DISCONTINUE THE SELL OR DISTRIBUTION OF YOUR CONTACT INFORMATION AT ANY TIME.** You agree and understand that you and the Operator may enter into an agreement for vending services, maintenance, coffee services, etc and that Vending Exchange is not a party to that agreement. You further agree to hold Vending Exchange harmless for any liability arising from the agreement entered into between yourself and the Operator.

Termination

You can terminate your request for vending services at any time by emailing support@vendingexchange.com. Such termination will result in the deactivation or disablement of your file, as well as the termination of Vending Exchange selling or providing your Contact Information to prospective Operators. **YOU CAN TERMINATE VENDING EXCHANGE'S CONTINUED DISTRIBUTION OF YOUR CONTACT INFORMATION AT ANY TIME.** You understand and agree if an Operator has previously purchased your Contact Information then Host Site has no way of taking that information back but that we can remove your information from their account

Host Site may terminate your file at any time for any reason at its sole discretion.

GET A FREE MACHINE FOR YOUR BUSINESS

Your location shall receive vending machine equipment installed, in quantity and model as agreed to with the Operator, at your location at no charge to you. Ownership of the machine, equipment, and supplies remain with the Operator. You agree and understand that you receive no ownership, rights, or interest in the machine, equipment, or supplies.

Information is AS-IS

You understand and agrees that Host Site does not warrant the accuracy of the information provided by the Operator. You understand and agree that it is your obligation to investigate the accuracy of any information provided by Host Site or the prospective Operator. NO WARRANTY: YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE LICENSED APPLICATION IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LICENSED APPLICATION AND ANY SERVICES PERFORMED OR PROVIDED BY THE LICENSED APPLICATION ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND LICENSOR HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE LICENSED APPLICATION AND ANY SERVICES, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND OF NON INFRINGEMENT OF THIRD-PARTY RIGHTS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY LICENSOR OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE LICENSED APPLICATION OR SERVICES PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.

Content

Our Service allows you to post, link, store, share and otherwise make available certain information, text, graphics, videos, or other material ("Content"). You are responsible for the images you post. The purpose of the images is to provide prospective leads with visuals of what the vending machines you propose to utilize at their location. Images cannot contain any graphic, inappropriate content. Images cannot infringe upon any third party's copyrights or intellectual property.

Indemnity

You agree to indemnify and hold Host Site, its officers, directors, shareholders, predecessors, successors in interest, employees, agents, subsidiaries and affiliates ("Host Site Members"), harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against Host Site by any third party due to or arising out of or in connection with your use of the Site. YOU AGREE TO HOLD HOST SITE MEMBERS HARMLESS FROM ANY AND ALL LIABILITY ARISING FROM, OR IN ANY WAY RELATED TO, THE VENDING SERVICES PROVIDED TO

YOUR LOCATION, INCLUDING BUT NOT LIMITED TO, ISSUES WITH THE OPERATOR OR OPERATOR AGREEMENT, INJURY OR HARM, PHYSICAL OR OTHERWISE, INCLUDING THIRD PARTY INJURY OR HARM, ARISING OUT OF THE USE OF, OR IN ANY WAY RELATED TO, THE VENDING SERVICES.

User Limitation

As a condition of use, you promise not to use the Services for any purpose that is unlawful or prohibited by these Terms, or any other purpose not reasonably intended by Host Site. By way of example, and not as a limitation, you agree not to use the Services:

1. To abuse, harass, threaten, impersonate or intimidate any person;
2. To post or transmit or cause to be posted or transmitted, any Content that is libelous, defamatory, obscene, pornographic, abuse, offensive, profane, or that infringes any copyright or the right of any person;
3. To communicate with Host Site representatives or other users in an abusive or offensive manner;
4. For any purpose (including posting or viewing Content) that is not permitted under the laws of the jurisdiction where you use the Services;
5. To post or transmit, or cause to be posted or transmitted, any Communications designed or intended to obtain password, account, or private information from any Host Site user;
6. To create or transmit unwanted 'spam' to any person or any URL;

Intellectual Property

This site and all of its original content are the sole property of Host Site, including but not limited to, graphics, logos, designs, page headers, button icons, scripts, and service names. Host Site intellectual property may not be used in connection any product or service without the prior written consent of Host Site.

Marketing

By submitting your email address to Host Site you are agreeing that Host Site can send you informational and marketing emails.

Privacy Policy

Host Site does not handle any of your payment information. Host Site utilizes only the Contact Information you voluntarily submit to Host Site. Host Site may sell this Contact Information to third parties such as, but not limited to, potential Operators or marketing affiliates.

SMS Consent

By submitting your mobile phone number to Host Site, you consent to receive recurring autodialed marketing texts from or on behalf of Host Site at the mobile number you've provided at to opt-in. You understand that consent is not a condition of purchase. Message & data rates may apply. If you would like to be removed from the Host Site SMS text list, text STOP.

Additionally, Host Site reserves the right to alter message frequency at any time i.e. we may change the frequency of texts that you receive under these alert programs. We will notify you via text if we change the frequency and provide you with the opportunity to opt-out.

Links To Other Web Sites and Partnerships

Our website may contain links to third-party web sites or services that are not owned or controlled by Host Site. We may receive payments, affiliate revenue, or incentives from these third parties or other third parties through partnerships such as, but not limited to, providing them with your contact information, location needs, equipment interests and usage, and/or displaying links to their websites on our website.

Host Site has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that Host Site shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.

Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will try to provide at least 20 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

Governing Law

This Agreement and the Services provided by the Host Site shall be governed exclusively by the laws of the State of Florida. Any and all disputes arising from this relationship shall be governed by Florida state law. The venue for any and all disputes shall also be within the State of Florida.

Severability

If any term of this agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. If application of this severability provision should materially and adversely affect the economic substance of the transactions contemplated hereby, the party adversely impacted shall be entitled to compensation for such adverse impact, provided the reason for the invalidity or unenforceability of a term is not due to serious misconduct by the party seeking such compensation.

Contact Us

If you have any questions about these Terms, please contact us.