

DPort Rotary LLC Website Terms of Use

Effective Date: 08/07/2023

Welcome to the DPort Rotary LLC website (the "Website"). By accessing or using the Website, you agree to comply with and be bound by the following terms and conditions. If you do not agree to these terms, please refrain from using the Website.

1. Use of the Website:

- a. You may use the Website for personal, non-commercial purposes in accordance with these Terms of Use.
- b. You agree not to use the Website for any unlawful or prohibited purpose.

2. Intellectual Property:

- a. The content on the Website, including text, graphics, images, videos, and logos, is protected by copyright, trademark, and other intellectual property laws.
- b. You may not reproduce, distribute, modify, or create derivative works based on the Website's content without our prior written consent.

3. User Content:

- a. You may submit comments, reviews, or other content to the Website ("User Content"). By submitting User Content, you grant us a non-exclusive, royalty-free, perpetual, and worldwide license to use, reproduce, and distribute the User Content.
- b. You are solely responsible for the User Content you submit and agree not to submit any content that is unlawful, defamatory, or infringing on third-party rights.

4. Privacy and Cookies:

- a. Your use of the Website is also subject to our Privacy Policy. By using the Website, you consent to the collection, use, and processing of your personal information as described in the Privacy Policy.
- b. We use cookies and similar technologies to enhance your browsing experience. For more information, please refer to our Cookie Policy.

5. Links to Third-Party Websites:

- a. The Website may contain links to third-party websites for your convenience. We do not endorse or have control over the content of these websites.
- b. You acknowledge and agree that we are not responsible for the accuracy, completeness, or legality of third-party websites.

6. Limitation of Liability:

- a. To the fullest extent permitted by law, DPort Rotary LLC shall not be liable for any direct, indirect, incidental, special, consequential, or punitive damages arising out of or related to your use of the Website.
- b. Your sole remedy for dissatisfaction with the Website is to stop using it.

Dport Rotary LLC Website Terms of Use

7. Indemnification:

You agree to indemnify and hold DPort Rotary LLC and its affiliates, officers, employees, and agents harmless from any claims, losses, liabilities, and expenses arising from your use of the Website or violation of these Terms of Use.

8. Changes to Terms of Use:

- a. We may update these Terms of Use from time to time. The revised version will be effective upon posting on the Website.
- b. Continued use of the Website after changes to the Terms of Use implies your acceptance of the modified terms.

9. Termination:

We reserve the right to terminate or suspend your access to the Website at any time without notice for any reason.

10. Governing Law and Jurisdiction:

These Terms of Use shall be governed by and construed in accordance with the laws of Nevada. Any disputes arising under or in connection with these terms shall be subject to the exclusive jurisdiction of the courts of Clark County.

By using the DPort Rotary LLC Website, you agree to abide by these Terms of Use. If you do not agree with any part of these terms, please do not use the Website.

DPort Rotary LLC Customer Terms and Conditions

1. Acceptance of Terms:

By placing an order or engaging with DPort Rotary LLC ("the Company," "we," "us," "our"), you agree to abide by the following terms and conditions. These terms constitute a legally binding agreement between you and DPort Rotary LLC. If you do not agree to these terms, please refrain from using our products or services.

2. Orders and Purchases:

- a. By placing an order with DPort Rotary LLC, you acknowledge and agree to the terms specified on our website, including pricing, payment, and shipping information.
- b. Orders are subject to acceptance by DPort Rotary LLC. We reserve the right to refuse or cancel any order for any reason, including but not limited to product availability, errors in pricing or product information, or suspicion of fraudulent activity.

3. Payment:

- a. Payment for orders must be made using the accepted payment methods specified on our website.
- b. All prices are in USD and are subject to applicable taxes, duties, and shipping charges. You are responsible for paying any additional charges associated with your order.

4. Shipping and Delivery:

- a. We aim to process and ship orders 5 business days from the date of order placement, unless expedited shipping is requested.
- b. DPort Rotary LLC is not responsible for any delays or damages caused by third-party carriers. Once a package is handed over to the carrier, the risk of loss and title transfers to you.

5. Returns and Exchanges:

- a. Defective or damaged items may be eligible for return or exchange within 3 days from the date of delivery. Please contact our customer service for instructions before returning any products.
- b. Returns must include proof of purchase and original packaging. We reserve the right to assess the condition of returned items before processing refunds or exchanges.

6. Product Use and Warranty:

- a. DPort Rotary LLC makes no warranties, express or implied, regarding the performance, quality, or fitness for a particular purpose of our products.
- b. Any use or installation of our products is done at your own risk. You are responsible for ensuring proper installation and maintenance.

7. Limitation of Liability:

- a. DPort Rotary LLC shall not be liable for any indirect, consequential, incidental, or punitive damages arising out of your use of our products or services.
- b. Our liability for any claim related to your purchase or use of our products shall be limited to the purchase price of the product.

8. Privacy and Data Protection:

- a. Your personal information will be handled in accordance with our Privacy Policy.
- b. By using our website and purchasing our products, you consent to the collection, use, and sharing of your information as described in our Privacy Policy.

9. Changes to Terms and Conditions:

We reserve the right to modify these terms and conditions at any time. Any changes will be effective upon posting on our website. Continued use of our products or services after changes have been made implies your acceptance of the modified terms.

10. Governing Law and Jurisdiction:

These terms and conditions shall be governed by and construed in accordance with the laws of Nevada. Any disputes arising under or in connection with these terms shall be subject to the exclusive jurisdiction of the courts of Clark County.

DPort Rotary LLC Intellectual Property Protection

1. Introduction:

DPort Rotary LLC ("the Company") places significant importance on safeguarding its intellectual property (IP) assets. This document outlines our commitment to protecting and managing intellectual property rights to ensure the uniqueness, value, and competitive advantage of our products, services, and brand.

2. Definitions:

- a. "Intellectual Property" refers to creations of the mind, including but not limited to inventions, designs, trademarks, trade secrets, and original works of authorship.
- b. "Company IP" refers to all intellectual property assets owned or created by DPort Rotary LLC.

3. Ownership and Protection:

- a. DPort Rotary LLC owns the rights to its logos, brand names, product names, and other identifying marks. Unauthorized use, reproduction, or modification of these marks is strictly prohibited.
- b. We actively protect our intellectual property rights and will take appropriate action against any infringement.

4. Copyrights:

- a. All original content on our website, including text, images, graphics, and videos, is protected by copyright law. Unauthorized reproduction, distribution, or use of our copyrighted material is prohibited.
- b. Content created by DPort Rotary LLC, such as product manuals or guides, may not be used without written permission.

5. Trade Secrets:

- a. Certain business information, processes, and practices are considered trade secrets. Employees, contractors, and partners are required to sign non-disclosure agreements (NDAs) to safeguard these trade secrets.
- b. Unauthorized disclosure or use of trade secrets is against our policies and may lead to legal action.

6. Patents and Inventions:

- a. DPort Rotary LLC may file for patents for innovative and unique products or technologies developed by the Company. Employees and collaborators involved in such inventions may be acknowledged and, as per Company policy, entitled to compensation.

Dport Rotary LLC Website Terms of Use

b. Any invention or innovation developed by an individual outside their employment with DPort Rotary LLC remains their personal property.

7. Monitoring and Enforcement:

a. DPort Rotary LLC actively monitors and addresses any suspected infringement of its intellectual property rights.

b. We may send cease-and-desist communications, initiate legal proceedings, and seek remedies for unauthorized use or infringement.

8. Reporting Violations:

a. Employees, contractors, and third parties are required to report potential infringements or unauthorized use of Company IP to the designated authority within the Company.

b. Timely reporting allows us to take necessary actions to safeguard our intellectual property rights.

9. Education and Training:

a. DPort Rotary LLC offers training and resources to enhance awareness of intellectual property protection and compliance among employees, contractors, and partners.

b. All individuals associated with the Company are expected to understand and adhere to our IP protection policies.

10. Legal Action:

a. DPort Rotary LLC will pursue legal remedies, including injunctive relief and monetary damages, against those found guilty of infringing upon our intellectual property rights.

By reading and acknowledging this Intellectual Property Protection Document, you demonstrate your understanding of and commitment to respecting and protecting DPort Rotary LLC's intellectual property rights in accordance with the guidelines set forth herein.