



## TERMS OF USE

### Overview

Terms of Use, also known as Terms of Service or Terms and Conditions, are legal agreements that govern the users of a service. These Terms often appear as disclaimers that must be agreed to in order to use a service, particularly software and web-based services. Unilateral or very one-sided Terms of Use are of questionable enforceability under recent court cases so service providers should make an effort to draft reasonable Terms of Use, post them in obvious locations, and provide opportunities for users to actively agree to their terms.

Terms of Use often address matters including user rights and responsibilities as well as proper usage and possible misuse of the service, accountability for online actions and conduct, a privacy policy addressing personal data, payment details for subscriptions or memberships, opt-out policies for communications, details of account termination, and prescribed processes for dispute resolution, which often mandate binding arbitration and limit users' rights to to take a claim to court. Terms of Use should also include a disclaimer or limitation of liability reducing the site's responsibility for potential user damages, as well as details for notification provided to users when the terms are updated or modified.

### Disclaimer

By accessing or using the services provided by FleetStakes, you agree to be bound by the following disclaimer. FleetStakes does not guarantee the accuracy, completeness, or reliability of any information available on our platform. Users are solely responsible for the accuracy and completeness of the data they provide. FleetStakes reserves the right to modify, suspend, or discontinue any aspect of our services without prior notice. We



do not provide any warranty, expressed or implied, regarding the availability, functionality, or security of our services. FleetStakes shall not be liable for any direct, indirect, incidental, consequential, or punitive damages arising out of or in connection with the use or inability to use our services. The inclusion of links to third-party websites does not imply endorsement or control over the content of those sites. Users access these third-party websites at their own risk. By using FleetStakes services, you acknowledge and agree to these terms and conditions. If you have any questions or concerns, please contact us at [info@fleetstakes.com](mailto:info@fleetstakes.com)

## **Terms & Conditions for FleetStakes App**

### **Introduction**

Welcome to FleetStakes! We are pleased to provide you with our FleetStakes mobile app, along with the accompanying terms and conditions that govern its use. FleetStakes is located at B Block, World Trade Tower, 412/A, Sarkhej-Gandhinagar Highway, Makarba, Ahmedabad, Sarkhej-Okaf, Gujarat 380051. The terms "we," "us," and "our" refer to FleetStakes, while "you" refers to you, the user of our mobile app and services. By accessing or using our mobile app, you agree to comply with and be bound by the following terms of use.

Our mobile app is designed to provide you with a comprehensive fleet management system, allowing you to access and utilize information and tools related to fleet management efficiently. It is essential to carefully review and understand the terms of use outlined here. If you do not agree to these terms, kindly refrain from accessing or using our mobile app and services.

By accessing or using our mobile app, you acknowledge and signify your agreement to be bound by these terms of use. If you do not accept these terms in their entirety, please do not proceed to use our mobile app.



We are committed to providing reliable and efficient fleet management services through our mobile app. If you click on **SUBMIT**, then this shall be considered as an agreement for your acceptance on terms and conditions. Thank you for choosing FleetStakes, and we look forward to assisting you with your fleet management needs.

Please review the following terms carefully. By accessing or using the Service, you signify your agreement to these Terms of Use. **If you do not agree to be bound by these Terms of Use in their entirety, you may not access or use the Service.**

**Kindly Acknowledge IMPORTANT Note:** YOU CAN REGISTER BY ENTERING REGISTERED MOBILE NUMBER FOR THE SERVICE BY VISITING FleetStakes FLEET MANAGEMENT SERVICES WEBSITE OR THROUGH YOUR MOBILE DEVICE BY DOWNLOADING THE MOBILE APPLICATION FROM THE APPLICABLE ONLINE STORE. The mobile application is available for Android operating systems.

## **ABOUT THE SERVICE**

- Our FleetStakes services provide a comprehensive fleet management system designed to streamline and optimize your fleet operations.
- Our services include real-time tracking and monitoring of your fleet vehicles, enabling you to have full visibility of their location and status at all times.
- With our fleet management system, you can efficiently manage your drivers and monitor their performance and productivity.
- We offer fleet maintenance management services to help you schedule and track vehicle maintenance, ensuring your fleet remains in optimal condition.
- Our services provide detailed analytics and reporting, allowing you to analyze key performance indicators, identify areas for improvement, and make data-driven decisions.



- We offer customer support and assistance to address any issues or concerns related to our FleetStakes services in a timely manner.

Before you register for the Service you are requested to understand the functionality and features of the Mobile Application which is made available at the **FLEETSTAKES** website [www.fleetstakes.com](http://www.fleetstakes.com).

## **Terms and Conditions for Use of FleetStakes Fleet Management System**

### **1. Acceptance of Terms and Conditions**

By accessing and using the FleetStakes Fleet Management System (referred to as "the platform"), you agree to be bound by these Terms and Conditions. If you do not agree to these Terms and Conditions, please refrain from using the platform.

### **2. Use of the Platform**

2.1 You understand, acknowledge, and unconditionally agree that the platform provided by FleetStakes is a comprehensive fleet management system designed to assist businesses in managing and optimizing their fleet operations.

2.2 The platform is intended for use by businesses and organizations for legitimate fleet management purposes. You agree to use the platform strictly in accordance with all applicable laws and regulations and within the scope of its designated functionalities.



2.3 You shall not use the platform for any unlawful, fraudulent, or unauthorized activities, including but not limited to:

- Engaging in any form of illegal activity using the platform.- Attempting to gain unauthorized access to the platform or any associated systems or networks.- Impersonating any individual or entity while using the platform.- Interfering with the proper functioning of the platform or disrupting other users' access to the platform.- Uploading or transmitting any viruses, malware, or harmful code that may damage or compromise the platform or any user's device.

### **3. Intellectual Property Rights**

3.1 The platform, its content, and any associated materials including but not limited to logos, trademarks, images, and software, are the intellectual property of FleetStakes or its licensors. You acknowledge that all intellectual property rights are reserved and that you shall not acquire any ownership rights or licenses to the platform or its contents.

3.2 You may use the platform solely for your internal fleet management purposes. Any use of the platform beyond what is expressly permitted by these Terms and Conditions requires prior written consent from FleetStakes.

### **4. Privacy and Data Protection**

4.1 FleetStakes is committed to protecting your privacy and ensuring the security of your data. By using the platform, you agree to the collection, storage, and processing of your personal and fleet-related data as outlined in our Privacy Policy.



4.2 You are responsible for maintaining the confidentiality and security of your login credentials and account information. You agree to notify FleetStakes immediately of any unauthorized use or suspicion of a breach of security.

## **5. Limitation of Liability**

5.1 The platform is provided on an "as-is" basis, and FleetStakes makes no warranties or representations regarding its accuracy, reliability, or fitness for a particular purpose. You acknowledge that your use of the platform is at your own risk.

5.2 In no event shall FleetStakes be liable for any indirect, incidental, consequential, or punitive damages arising out of or in connection with your use of the platform, even if advised of the possibility of such damages.

## **6. Modification of Terms and Conditions**

6.1 FleetStakes reserves the right to modify or update these Terms and Conditions at any time. Any changes will be notified to you through the platform or by other means determined by FleetStakes.

6.2 Your continued use of the platform after the modifications to the Terms and Conditions shall constitute your acceptance of the updated Terms and Conditions.



## 7. Governing Law and Jurisdiction

These Terms and Conditions shall be governed by and construed in accordance with the laws of [Jurisdiction]. Any disputes arising out of or in connection with these Terms and Conditions shall be subject to the exclusive jurisdiction of the courts of [Jurisdiction].

By using the FleetStakes you **acknowledge** that you have **READ, UNDERSTOOD, AND AGREED** to these Terms and Conditions.

## USE RESTRICTIONS

Your permission to use the Site is conditioned upon the following use, posting and conduct restrictions:

You agree that you will not under any circumstances:

- Access the Service for any reason other than your personal, non-commercial use solely as permitted by the normal functionality of the Service,
- Collect or harvest any personal data of any user of the Site or the Service
- Use the Site or the Service for the solicitation of business in the course of trade or in connection with a commercial enterprise;
- Distribute any part or parts of the Site or the Service without our explicit written permission (we grant the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of creating publicly available searchable indices but retain the right to revoke this permission at any time on a general or specific basis);
- Use the Service for any unlawful purpose or for the promotion of illegal activities;
- Attempt to, or harass, abuse or harm another person or group;
- Use another user's account without permission;
- Intentionally allow another user to access your account;
- Provide false or inaccurate information when registering an account;
- Interfere or attempt to interfere with the proper functioning of the Service;



- Make any automated use of the Site, the Service or the related systems, or take any action that we deem to impose or to potentially impose an unreasonable or disproportionately large load on our servers or network infrastructure;
- Bypass any robot exclusion headers or other measures we take to restrict access to the Service, or use any software, technology, or device to scrape, spider, or crawl the Service or harvest or manipulate data;
- Circumvent, disable or otherwise interfere with any security-related features of the Service or features that prevent or restrict use or copying of content, or enforce limitations on use of the Service or the content accessible via the Service; or
- Publish or link to malicious content of any sort, including that intended to damage or disrupt another user's browser or computer.

## **POSTING AND CONDUCT RESTRICTIONS**

When you create your own personalized account, you may be able to provide personal information, such as your name, contact information, and other relevant details. You understand that the information provided must be accurate, complete, and up to date. ("User Content") to the Service. You are solely responsible for the User Content that you post, upload, link to or otherwise make available via the Service.

You agree that we are only acting as a passive conduit for your online distribution and publication of your User Content. The Company, however, reserves the right to remove any User Content from the Service at its sole discretion.

We grant you permission to use and access the Service, subject to the following express conditions surrounding User Content. You agree that failure to adhere to any of these conditions constitutes a material breach of these Terms.

By transmitting and submitting any User Content while using the Service, you agree as follows:

- You are solely responsible for your account and the activity that occurs while signed in to or while using your account;
- You will not post information that is malicious, libelous, false or inaccurate;





- You will not post any information that is abusive, threatening, obscene, defamatory, libelous, or racially, sexually, religiously, or otherwise objectionable and offensive;
- You retain all ownership rights in your User Content but you are required to grant the following rights to the Site and to users of the Service as set forth more fully under the “License Grant” and “Intellectual Property” provisions below: When you upload or post User Content to the Site or the Service, you grant to the Site a worldwide, non-exclusive, royalty-free, transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform that Content in connection with the provision of the Service; and you grant to each user of the Service, a worldwide, non-exclusive, royalty-free license to access your User Content through the Service, and to use, reproduce, distribute, prepare derivative works of, display and perform such Content to the extent permitted by the Service and under these Terms of Use;
- You will not submit content that is copyrighted or subject to third party proprietary rights, including privacy, publicity, trade secret, or others, unless you are the owner of such rights or have the appropriate permission from their rightful owner to specifically submit such content; and
- You hereby agree that we have the right to determine whether your User Content submissions are appropriate and comply with these Terms of Service, remove any and/or all your submissions, and terminate your account with or without prior notice.

You understand and agree that any liability, loss or damage that occurs because of the use of any User Content that you make available or access through your use of the Service is solely your responsibility. The Site is not responsible for any public display or misuse of your User Content.

The Site does not, and cannot, pre-screen or monitor all User Content. However, at our discretion, we, or the technology we employ, may monitor and/or record your interactions with the Service or with other Users.

## **ONLINE CONTENT DISCLAIMER**



Opinions, advice, statements, offers, or other information or content made available through the Service, but not directly by the Site, are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such content.

We do not guarantee the accuracy, completeness, or usefulness of any information on the Site or the Service nor do FleetStakes adopt nor endorse, nor are we responsible for, the accuracy or reliability of any opinion, advice, or statement made by other parties. We take no responsibility and assume no liability for any User Content that you or any other user or third party posts or sends via the Service. Under no circumstances will we be responsible for any loss or damage resulting from anyone's reliance on information or other content posted on the Service or transmitted to users.

Though we strive to enforce these Terms of Use, you may be exposed to User Content that is inaccurate or objectionable when you use or access the Site or the Service. We reserve the right, but have no obligation, to monitor the materials posted in the public areas of the Site or the Service or to limit or deny a user's access to the Service or take other appropriate action if a user violates these Terms of Use or engages in any activity that violates the rights of any person or entity or which we deem unlawful, offensive, abusive, harmful or malicious. [E-mails sent between FleetStakes and other participants that are not readily accessible to the general public will be treated by us as private to the extent required by applicable law.]

The Company shall have the right to remove any material that in its sole opinion violates, or is alleged to violate, the law or this agreement or which might be offensive, or that might violate the rights, harm, or threaten the safety of users or others. Unauthorized use may result in criminal and/or civil prosecution under Federal, State and local law. If you become aware of a misuse of our Service or violation of these Terms of Use, please contact us [info@fleetstakes.com](mailto:info@fleetstakes.com).

## **LINKS TO OTHER SITES AND/OR MATERIALS**



As part of the Service, we may provide you with convenient links to third party website(s) (“Third Party Sites”) as well as content or items belonging to or originating from third parties (the “Third Party Applications, Software or Content”). These links are provided as a courtesy to Service subscribers. We have no control over Third Party Sites or Third-Party Applications, Software or Content or the promotions, materials, information, goods or services available on these Third-Party Sites or Third-Party Applications, Software or Content. Such Third Party Sites and Third Party Applications, Software or Content are not investigated, monitored or checked for accuracy, appropriateness, or completeness, and FleetStakes are not responsible for any Third Party Sites accessed through the Site or any Third Party Applications, Software or Content posted on, available through or installed from the Site, including the content, accuracy, offensiveness, opinions, reliability, privacy practices or other policies of or contained in the Third Party Sites or the Third Party Applications, Software or Content.

Inclusion of, linking to or permitting the use or installation of any Third-Party Site or any Third-Party Applications, Software or Content does not imply our approval or endorsement. If you decide to leave the Site and access the Third-Party Sites or to use or install any Third-Party Applications, Software or Content, you do so at your own risk and you should be aware that our terms and policies, including these Terms of Use, no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any Third-Party Site to which you navigate from the Site or relating to any applications you use or install from the Third Party Site.

## **COPYRIGHT COMPLAINTS AND COPYRIGHT AGENT**

(a) Termination of Repeat Infringer Accounts. We respect the intellectual property rights of others and require that the users do the same. Pursuant to Indian Copyright Act, we have adopted and implemented a policy that provides for the termination in appropriate circumstances of users of the Service who are repeat infringers. We may terminate access for participants or users who are found repeatedly to provide or post protected third-party content without necessary rights and permissions.

(b) DMCA Take-Down Notices. If you are a copyright owner or an agent thereof and believe, in good faith, that any materials provided on the Service infringe upon your copyrights, you may



submit a notification pursuant to the Digital Millennium Copyright Act (“DMCA”) by sending the following information in writing to our designated copyright agent.

1. The date of your notification;
2. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
3. A description of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
4. A description of the material that is claimed to be infringing or to be the subject of infringing activity and information sufficient to enable us to locate such work;
5. Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and/or email address;
6. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
7. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

(c) Counter-Notices. If you believe that your User Content that has been removed from the Site is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the content in your User Content, you may send a counter-notice containing the following information to our copyright agent using the contact information set forth above:

1. Your physical or electronic signature;
2. A description of the content that has been removed and the location at which the content appeared before it was removed;
3. A statement that you have a good faith belief that the content was removed as a result of mistake or a misidentification of the content; and
4. Your name, address, telephone number, and email address, a statement that you consent to the jurisdiction of the federal court a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by our copyright agent, we may send a copy of the counter-notice to the original complaining party informing such person that it may reinstate the removed content in ten (10) business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may (in our sole



discretion) be reinstated on the Site in ten (10) to fourteen (14) business days or more after receipt of the counter-notice.

## **LICENSE GRANT**

By posting any User Content via the Service, you expressly grant, and you represent and warrant that you have a right to grant, to the Company a royalty-free, sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, publicly perform, publicly display, and make derivative works of all such User Content and your name, voice, and/or likeness as contained in your User Content, if applicable, in whole or in part, and in any form, media or technology, whether now known or hereafter developed, for use in connection with the Service.

## **INTELLECTUAL PROPERTY**

You acknowledge and agree that we and our licensors retain ownership of all intellectual property rights of any kind related to the Service, including applicable copyrights, trademarks and other proprietary rights. Other product and company names that are mentioned in the Service may be trademarks of their respective owners. We reserve all rights that are not expressly granted to you under these Terms of Use.

## **EMAIL MAY NOT BE USED TO PROVIDE NOTICE**

Communications made through the Service's email and messaging system will not constitute legal notice to the Site, the Service, or any of its officers, employees, agents or representatives in any situation where legal notice is required by contract or any law or regulation.

## **USER CONSENT TO RECEIVE COMMUNICATIONS IN ELECTRONIC FORM**



For contractual purposes, you: (a) consent to receive communications from us in an electronic form via the email address you have submitted; and (b) agree that all Terms of Use, agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications would satisfy if it were in writing. The foregoing does not affect your non-waivable rights.

We may also use your email address to send you other messages, including information about the Site or the Service and special offers. You may opt out of such email by changing your account settings, using the "Unsubscribe" link in the message, or by sending an email to [FleetStakes@ query or mail to the following postal address:  
Customer Support

B Block, World Trade Tower, 412/ A, Sarkhej - Gandhinagar Hwy, Makarba, Ahmedabad,  
Sarkhej-Okaf, Gujarat 380051

Opting out may prevent you from receiving messages regarding the Site, the Service or special offers.

## **PRIVACY POLICY**

The Company respects the privacy of its Service users. Please refer to the Company's Privacy Policy (found here \_\_\_\_\_) which explains how FleetStakes collects, uses, and disclose information that pertains to your privacy. When you access or use the Service, you signify your agreement to the Privacy Policy as well as these Terms of Use.



## **WARRANTY DISCLAIMER**

THE SERVICE IS PROVIDED “AS IS,” WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, WE EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SERVICE INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, SECURITY, ACCURACY AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, FleetStakes MAKE NO WARRANTY OR REPRESENTATION THAT ACCESS TO OR OPERATION OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. YOU ASSUME FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM YOUR DOWNLOADING AND/OR USE OF FILES, INFORMATION, CONTENT OR OTHER MATERIAL OBTAINED FROM THE SERVICE. SOME JURISDICTIONS LIMIT OR DO NOT PERMIT DISCLAIMERS OF WARRANTY, SO THIS PROVISION MAY NOT APPLY TO YOU.

## **LIMITATION OF DAMAGES; RELEASE**

TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE SITE, THE SERVICE, ITS AFFILIATES, DIRECTORS, OR EMPLOYEES, OR ITS LICENSORS OR PARTNERS, BE LIABLE TO YOU FOR ANY LOSS OF PROFITS, USE, OR DATA, OR FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, HOWEVER ARISING, THAT RESULT FROM: (A) THE USE, DISCLOSURE, OR DISPLAY OF YOUR USER CONTENT; (B) YOUR USE OR INABILITY TO USE THE SERVICE; (C) THE SERVICE GENERALLY OR THE SOFTWARE OR SYSTEMS THAT MAKE THE SERVICE AVAILABLE; OR (D) ANY OTHER INTERACTIONS WITH USE OR WITH ANY OTHER USER OF THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS LIMIT OR DO NOT PERMIT DISCLAIMERS OF LIABILITY, SO THIS PROVISION MAY NOT APPLY TO YOU.



If you have a dispute with one or more users, a restaurant or a merchant of a product or service that you review using the Service, you release us (and our officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

If you are an Indian resident using the Service, you may specifically Indian Civil Code, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

## **MODIFICATION OF TERMS OF USE**

We can amend these Terms of Use at any time and will update these Terms of Use in the event of any such amendment. It is your sole responsibility to check the Site from time to time to view any such changes in this agreement. Your continued use of the Site or the Service signifies your agreement to our revisions to these Terms of Use. FleetStakes will endeavor to notify you of material changes to the Terms by posting a notice on our homepage and/or sending an email to the email address you provided to us upon registration. For this additional reason, you should keep your contact and profile information current. Any changes to these Terms (other than as set forth in this paragraph) or waiver of our rights hereunder shall not be valid or effective except in a written agreement bearing the physical signature of one of our officers. No purported waiver or modification of this agreement on our part via telephonic or email communications shall be valid.

## **GENERAL TERMS**





If any part of this Terms of Use agreement is held or found to be invalid or unenforceable, that portion of the agreement will be construed as to be consistent with applicable law while the remaining portions of the agreement will remain in full force and effect. Any failure on our part to enforce any provision of this agreement will not be considered a waiver of our right to enforce such provision. Our rights under this agreement survive any transfer or termination of this agreement.

You agree that any cause of action related to or arising out of your relationship with the Company must commence within ONE year after the cause of action accrues. Otherwise, such cause of action is permanently barred. These Terms of Use and your use of the Site are governed by the laws of India and the laws of the State of Gujarat without regard to conflict of law provisions. We may assign or delegate these Terms of Service and/or our Privacy Policy, in whole or in part, to any person or entity at any time with or without your consent. You may not assign or delegate any rights or obligations under the Terms of Service or Privacy Policy without our prior written consent, and any unauthorized assignment or delegation by you is void.

#### **What Terms & Conditions Cover?**

The Terms and Conditions for FleetStakes cover the rules and guidelines that users of the Fleet Management System must adhere to when accessing and using the platform. They outline the acceptable use of the system, the responsibilities of the users, the intellectual property rights of FleetStakes, and the limitations of liability. The Terms and Conditions also address privacy and data protection, modification of the terms, and the governing law and jurisdiction. By agreeing to these terms, users acknowledge their understanding of the obligations and limitations associated with using the FleetStakes platform.

**YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF USE, UNDERSTAND THE TERMS OF USE, AND WILL BE BOUND BY THESE TERMS AND CONDITIONS. YOU**



FURTHER ACKNOWLEDGE THAT THESE TERMS OF USE TOGETHER WITH THE PRIVACY POLICY AT FleetStakes APP AND WEBSITE REPRESENT THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN FleetStakes AND THAT IT SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN US RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.