



JAX PASSPORT

END USER AGREEMENT

JAX PASSPORT is a web based Frequent Parker Program interface. The **JAX PASSPORT** Frequent Parker Program, referred to as **JAX PASSPORT** (the “Platform”) is comprised of various web pages and application interface. It is operated by R solutions, LTD and Sprocket Software Development, Inc. Use of the Platform is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the “Terms”). You understand that use of the Platform does not create a legal agreement between you and **JAX PASSPORT**. Your use of the Platform constitutes your agreement with the Terms. Please read the Terms carefully and keep a copy of them for your reference.

ELECTRONIC COMMUNICATIONS

Visiting the Platform or sending emails to info@jaxpassport.com constitutes electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications that we provide to you electronically, via email and on the Platform, satisfy any legal requirement that such communications be in writing.

YOUR ACCOUNT

If you use the Platform, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that **JAX PASSPORT** is not responsible for third party access to your account that results from theft or misappropriation of your account. **JAX PASSPORT** and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

JAX PASSPORT does not knowingly collect, either online or offline, personal information from people under the age of thirteen. If you are under 18, you may use the Platform only with permission of a parent or guardian.

DATA PROTECTION

It is the responsibility of Platform users to back up and store any data they deem critical. **JAX PASSPORT** is not responsible for any service interruption that may result from user, including but not limited to lack of internet connection, damage to hardware or devices, wireless outage, viruses, or acts of God. **JAX PASSPORT** strongly recommends that you have backup of records and processes in place in the event of a site outage.



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You agree to indemnify, defend and hold harmless **JAX PASSPORT**, R solutions, LTD., Sprocket Software Development, Inc., Jacksonville Aviation Authority, SP Plus Corporation, all of their officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of your use of or inability to use the Platform or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. **JAX PASSPORT** and all indemnified parties reserve the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with **JAX PASSPORT** and all indemnified parties in asserting any available defenses.

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TERMINATION/ACCESS RESTRICTION

JAX PASSPORT reserves the right, in its sole discretion, to terminate your access to the Platform and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the States of Florida, Ohio, and Illinois and you hereby consent to the exclusive jurisdiction and venue of courts in Missouri and Ohio, in all disputes arising out of or relating to the use of the Platform. Use of the Platform is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and **JAX PASSPORT** because of this agreement or use of the Platform. **JAX PASSPORT** performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of **JAX PASSPORT** right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Platform or information provided to or gathered by **JAX PASSPORT** with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and **JAX PASSPORT** with respect to the Platform and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the user and **JAX PASSPORT** with respect to the Platform. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

CHANGES TO TERMS

JAX PASSPORT reserves the right, in its sole discretion, to change the Terms under which the Platform is offered. The most current version of the Terms will supersede all previous versions. **JAX PASSPORT** encourages you to periodically review the Terms to stay informed of updates.