

# Terms of Service for Xtreme Track

These Terms of Service and the conditions listed below apply to Xtreme Track LLC, and all products / services offered by Xtreme Track, and the conditions concerning your use of and access to the Xtreme Track website. By accessing, using, or downloading any materials or content from the website, you agree to follow and will be bound by all conditions included in this document. If you do not agree with these Terms you may not use our products and/or website.

## **Use Provisions**

Internet Services, Content, Products, and Accuracy of Data: We attempt to ensure that information on this website is complete, accurate, and current, however, due to the nature of the information we gather (and its sources) it may be inaccurate, incomplete, or out of date. We make no guarantees as to the accuracy or completeness of any information expressed on our website. All features, content, product descriptions, product pricing, services, and statements of said products and services described or displayed on this website are subject to change at any time without notice. Xtreme Track continually attempts to accurately display all aspects of our products and services.

## **Order Confirmations**

It is our practice to confirm orders by email receipt. Receiving said email binds the client to their obligations as outlined in the Billing and Payments Section included in this agreement. Receiving an email receipt does NOT constitute an agreement beyond the specified details of that receipt. You may request a receipt be mailed to you. If you do not receive a receipt by mail your emailed copy will serve as your formal receipt. Anyone "logging in" to our client side confirms that they have received a receipt and will be bound by the terms and conditions regarding Billing and Payments below. We reserve the right without prior notice and at our discretion to refuse service to any customer along with access to the website by any visitor or customer should it be used inappropriately or beyond the scope of what Xtreme Track deems acceptable.

## **Materials and Content**

ALL materials and content provided by Xtreme Track or displayed on [www.logicalposition.com](http://www.logicalposition.com) require written authorization to be used or transmitted by any user of the website. Any material generated by Xtreme Track and displayed on the website is the sole property of Xtreme Track. This includes, but is not limited to: Product Branding, Report Generation, Images, Client Data, Content, and Accounts Created.

Any unauthorized use of said materials and content may violate local, state, or federal laws designed to protect copyrights, trademarks, and intellectual capital. It is the client's responsibility to comply with the laws governing their use of the website and protect their personal information (specifically account username / password) along with the confidentiality of their information that may be displayed. You agree to accept responsibility for all activities that occur with-in your account and will NOT hold Xtreme Track liable should the account (or its data) be compromised by an unauthorized user.

## **Termination**

Xtreme Track has the right to terminate your account at any time for any reason and you "the user" or "account holder" has the right to terminate your account at any time for any reason within the guidelines of our Billing and Payments Section.

## **Campaign Ownership**

All advertising campaigns are the property of Xtreme Track unless otherwise stated in an additional contract or addendum.

## **Billing and Payments**

Xtreme Track has specific policies concerning billing and payments. ALL products offered by Xtreme Track fall under this scope, including but not limited to: Local PPC, National PPC, Ecommerce PPC, SEO (and all addons), Websites (and all addons). Payments may be made by credit card, PayPal, or check (in some instances). Any money that has been spent on an account by Xtreme Track to any third party (specifically search engines) is not refundable at any point. Set-up fees charged for account creation and establishment are not refundable.

ALL accounts are put on a recurring payment cycle, unless specified otherwise by the customer at point of sale. Any client wishing to be taken off recurring status, pause an account, or cancel an account must contact Xtreme Track at +5116377180 at least 2 business days prior to the due date of their next payment. It is the sole responsibility of the customer to contact Xtreme Track to cancel their account.

Payments made by credit card MUST be successfully processed by Xtreme Track to keep accounts online and active to prevent any 'down-time' or temporary termination of service.

## **Limitation of Liability & Customers (Clients) Responsibility**

XTREME TRACK ACCEPTS NO RESPONSIBILITY IN THE FOLLOWING INSTANCES:  
SHOULD AN ACCOUNT BE BROUGHT OFF-LINE AS A RESULT OF TECHNICAL

DIFFICULTIES AT OUR FACILITIES OR THOSE OF THE VENDORS XTREME TRACK USES. DUE TO THE TECHNICAL NATURE OF OUR PRODUCTS AND SERVICES XTREME TRACK CAN NOT BE HELD RESPONSIBLE FOR TECHNICAL DIFFICULTIES THAT OCCUR. XTREME TRACK'S ADVERTISING SERVICES ARE DESIGNED TO BE EMPLOYED AND MANAGED BY XTREME TRACK AND DO NOT GUARANTEE ANY INCREASE IN BUSINESS OR SPECIFIC TRAFFIC LEVELS TO A GIVEN ADVERTISEMENT. ANY LOSS OF BUSINESS RESULTING FROM AN ADVERTISEMENT IS SOLELY THE RESPONSIBILITY OF THE CLIENT. IF A CLIENT NOTICES AN ERROR IN THEIR ACCOUNT, ON THEIR ADVERTISEMENT, OR IN ANY PRODUCT OR SERVICE - IT IS SOLELY THEIR RESPONSIBILITY TO CONTACT XTREME TRACK TO HAVE IT CHANGED.

### **Third-Party Disclosure**

XTREME TRACK USES THIRD PARTIES FOR VARIOUS PRODUCTS AND SERVICES AND CANNOT BE HELD RESPONSIBLE FOR DOWNTIME OR LOSS OF BUSINESS DUE TO FAILURES OF SAID THIRD PARTIES.

### **Representations and Warranties**

Each party represents and warrants that it has the power and authority to enter into this agreement and fully understands ALL of the TERMS AND CONDITIONS expressed within.

### **Intellectual Property Notice**

All elements of this website that have been generated by Xtreme Track are the intellectual property of Xtreme Track.

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### **Legal Contact Information**

If you have any questions about these Terms please contact us through our website or at +5116377180