

Terms & Conditions

Surge Earning

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This page represents a legal document and is the Terms and Conditions (Agreement) for our Website www.surgeearning.com and our Mobile Application called Surge Earning, collectively and herein after called “Platform.”

Definitions

The terms “us”, “we”, and “our” refer to our company Surge Earning, the owner of the Platform. A “Visitor” is someone who merely browses our Platform. A “Member” is someone who has registered with us to use our Platform. The term “User” is a collective identifier that refers to either a Visitor or a Member.

All text, information, graphics, design, and data offered through our Platform, whether produced by our Members or by us, are collectively known as our “Content”. We distinguish content posted by our Members as “Member Content”.

Acceptance of Agreement

This Agreement is between you and Surge Earning.

THIS AGREEMENT CONTAINS WARRANTY DISCLAIMERS AND OTHER PROVISIONS THAT LIMIT OUR LIABILITY TO YOU. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY AND IN THEIR ENTIRETY, AS USING, ACCESSING, AND/OR BROWSING OUR PLATFORM CONSTITUTES ACCEPTANCE OF THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO BE BOUND TO EACH AND EVERY TERM AND CONDITION SET FORTH HEREIN, PLEASE EXIT OUR PLATFORM IMMEDIATELY AND DO NOT USE THEM ANY FURTHER.

Except as otherwise noted, this Agreement constitutes the entire and only Agreement between you and Surge Earning and supersedes all other Agreements, representations, warranties, and understandings with respect to our Platform, and the subject matter contained herein. However, for you to use our Platform, you may also be required to agree to additional terms and conditions. Those additional terms and conditions will be incorporated into this Agreement unless otherwise stated.

Privacy Notice

Our Privacy Notice is considered part of this Agreement and is available for you to review by clicking on this [link](#).

Arbitration

Any legal controversy or claim arising from or relating to this Agreement and/or our Platform, excluding legal action taken by us to collect or recover damages for – or obtain any injunction relating to – intellectual property and our Platform, will be settled solely by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim will be arbitrated on an individual basis and will not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration will be conducted in San Francisco, California, and judgment on the arbitration award may be entered into any court having jurisdiction thereof. You or we may seek any interim or preliminary relief from a court of competent jurisdiction in San Francisco, California necessary to protect our or your rights or property pending the completion of arbitration. Each party will bear half the arbitration fees and costs.

Choice of Law and Jurisdiction

This Agreement will be treated as if it were executed and performed in San Francisco, California, and will be governed by and construed in accordance with the laws of the state of California without regard to conflict of law provisions. In addition, you agree to submit to the personal jurisdiction and venue of such courts. Any cause of action by you with respect to our Platform must be instituted within one (1) year after the cause of action arose or be forever waived and barred.

Limited License

Surge Earning grants you a nonexclusive, nontransferable, revocable license to access and use our Platform strictly in accordance with this Agreement. Your use of our Platform is solely for internal, personal, noncommercial purposes unless otherwise provided for in this Agreement. No printout or electronic version of any part of our Platform may be used by you in any litigation or arbitration matter whatsoever under any circumstances.

Legal Compliance

You agree to comply with all applicable domestic and international laws, statutes, ordinances, and regulations regarding your use of our Platform, and any software provided therein.

Our Relationship to You

This Agreement in no way creates any agency, partnership, joint venture, or employee-employer or franchisor-franchisee relationship between you and Surge Earning.

Our Intellectual Property

Copyright © 2010-2019 Surge Earning. All rights reserved

All copyrightable text, audio, video, graphics, charts, photographs, icons, design, selection, arrangement of content in our platform are copyrighted by our company, unless otherwise noted. The distinctive and original layout and presentation of Surge Earning platform also constitutes protectable trade dress under federal, state and international laws. Any unauthorized use of any intellectual property belonging to Surge Earning is strictly prohibited and may be prosecuted to the fullest extent of the law.

Our Platform may contain our service marks or trademarks as well as those of our affiliates or other companies in the form of words, graphics, and logos. Your use of our Platform does not constitute any right or license for you to use our service marks or trademarks without the prior written permission of Surge Earning.

Our Content, as found within our Platform, is protected under United States and foreign copyrights. The copying, redistribution, use, or publication by you of any such Content is strictly prohibited. Your use of our Platform does not grant you any ownership rights to our Content.

Eligibility and Registration for Membership

To use our Platform, you must register with us to become a Member. Your Membership is not transferable or assignable and is void where prohibited. Our Platform is intended solely for Users who are at least (18) years of age or older. Any registration by, use of, or access to our Platform by anyone under that age is unauthorized, unlicensed, and in violation of these Terms and Conditions. By using our Platform, you represent and warrant that you are (18) years of age or older and agree to abide by all the terms and conditions of this Agreement. Surge Earning has sole right and discretion to determine whether to accept a Member and may reject a Member's registration with or without explanation.

When you complete the registration process, you will receive a password that will allow you to access our Platform. You agree to maintain the confidentiality of your password and are fully responsible for all liability and damages resulting from your failure to maintain that confidentiality as well as all activities that occur through the use of your password.

You agree to immediately notify us of any unauthorized use of your password or any other breach of security. You agree that our Platform cannot and will not be liable for any loss or damage arising from your failure to comply with password security as discussed herein.

Disclaimer

You understand that any information, instructions and content such as text, graphics, and images found within our training courses, website, and mobile app are for general educational, entertainment, and informational purposes only. Any health tips and information are not intended or implied to be medical advice or a substitute for medical advice, diagnosis, or treatment. You understand that you should always consult your doctor to decide the appropriateness of this

information for your own situation, or if you have any questions about a medical condition or other health-related issue.

We make strong efforts to ensure the information in our training courses, website, and mobile app are accurate and will help drivers to improve their driving and safety skills. However, each person is unique and has different driving, learning, and reasoning skills. We cannot guarantee that individuals who use our driving training courses will not get traffic violations, get into automobile accidents, or have safety problems.

Content Disclaimer

Our Platform publishes content supplied by third parties, Users, advertisers, merchants, and sponsors. Surge Earning has no editorial control over such content. Any opinions or other information or content expressed or made available by third parties, including information providers and Users of our Platform, are those of the respective author(s) and not of Surge Earning. We do not guarantee the accuracy, completeness, merchantability, or fitness for any particular purpose nor the legality of any content provided by any of these parties.

You understand that we do not operate or control the products or services offered by third-party merchants. These merchants are responsible for all aspects of order processing, fulfillment, billing, and customer service. We are not a party to the transactions entered into between you and merchants. You agree that use of or purchase from such merchants is **AT YOUR SOLE RISK AND WITHOUT WARRANTIES OF ANY KIND BY US**. All rules, legal documents (including privacy notices), and operating procedures of merchants will apply to you while on any merchant websites.

Warranty Disclaimer

Surge Earning is not responsible or liable in any manner for any Content posted on our Platform, whether posted or caused by Members of our Platform, or by Surge Earning. Although we provide rules for Member conduct and postings, we do not control and are not responsible for what Members post, transmit, or share on our Platform, and are not responsible for any offensive, inappropriate, obscene, unlawful, or otherwise objectionable content you may encounter using our Platform. Surge Earning is not responsible for the online or offline conduct of any User of our Platform.

Our Platform may be temporarily unavailable from time to time for maintenance or other reasons. Surge Earning assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction, unauthorized access to, or alteration of Member communications.

Under no circumstances will Surge Earning be responsible for any loss or damage, including any loss or damage, personal injury, or death resulting from anyone's use of our Platform, or any interactions between Users of our Platform, whether online or offline.

Reference to any products, services, processes, or other information by trade name, trademark, manufacturer, supplier, or otherwise does not constitute or imply endorsement, sponsorship, recommendation, or any affiliation with our Platform by third parties or by any of the equipment or programming associated with or utilized by our Platform.

THE INFORMATION, CONTENT, AND TRAINING COURSES FROM OR THROUGH OUR PLATFORM ARE PROVIDED 'AS-IS', 'AS AVAILABLE', WITH 'ALL FAULTS', AND ALL EXPRESS OR IMPLIED WARRANTIES ARE DISCLAIMED (INCLUDING, BUT NOT LIMITED TO, THE DISCLAIMER OF ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE).

SURGE EARNING, INCLUDING ALL OUR AFFILIATES, HAS NO LIABILITY WHATSOEVER FOR YOUR USE OF OUR PLATFORM. SURGE EARNING CANNOT GUARANTEE AND DOES NOT PROMISE ANY SPECIFIC RESULTS FROM THE USE OF OUR PLATFORM, INCLUDING, BUT NOT LIMITED TO, RELATED SOFTWARE AND TRAINING COURSES.

YOU UNDERSTAND AND AGREE THAT YOU DOWNLOAD OR OTHERWISE OBTAIN CONTENT AND RELATED SOFTWARE FROM OR THROUGH OUR PLATFORM AT YOUR OWN RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR YOUR USE THEREOF AND ANY DAMAGES TO YOUR MOBILE DEVICE OR COMPUTER SYSTEM, LOSS OF DATA, OR OTHER HARM OF ANY KIND THAT MAY RESULT. WE AND ALL OUR AFFILIATES ARE NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LITIGATION, OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE NEGATION AND LIMITATION OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN YOU AND SURGE EARNING.

OUR PLATFORM WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS. NO ADVICE, INFORMATION, OR TRAINING COURSES WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US THROUGH OUR PLATFORM WILL CREATE ANY WARRANTY, REPRESENTATION, OR GUARANTEE NOT EXPRESSLY STATED IN THIS AGREEMENT.

Limitation of Liability

IN NO EVENT WILL SURGE EARNING OR ITS DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PERSON FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING FOR ANY LOST PROFITS OR LOST DATA ARISING FROM YOUR USE OF OUR PLATFORM, TRAINING COURSES OR ANY RELATED SOFTWARE ACCESSED THROUGH OR DOWNLOADED FROM OUR PLATFORM, EVEN IF SURGE EARNING IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANY DAMAGES USER MAY INCUR FOR ANY REASON WHATSOEVER, INCLUDING ALL DAMAGES REFERENCED ABOVE AND ALL DIRECT OR GENERAL DAMAGES, THE ENTIRE LIABILITY OF SURGE EARNING AND ANY OF ITS SUPPLIERS SHALL BE LIMITED TO THE GREATER OF THE AMOUNT ACTUALLY PAID FOR THE PRODUCTS, SERVICES AND INFORMATION OR U.S. \$1.

Member Conduct

Members may post their content through our Platform (Member Content). Members and Visitors understand that by using our Platform, they may be exposed to content that is offensive, indecent, or objectionable. We have no control over Member Content and do not in any way guarantee its quality, accuracy, or integrity. Surge Earning is not responsible for the monitoring or filtering of any Member Content. Should any Member Content be found illegal, Surge Earning will submit all necessary information to relevant authorities.

If any Member Content is reported to Surge Earning as being offensive or inappropriate, we may ask the Member to retract or otherwise modify the questionable content within 24 hours of being notified by Surge Earning. If the Member fails to meet such a request, Surge Earning has full authority to restrict the Member's ability to post Member Content or to immediately terminate the Member's membership without further notice to the Member.

Without limiting the foregoing, we have sole discretion to remove any Member Content that violates this Agreement or that is otherwise objectionable in our sole discretion. Members are responsible for complying with all applicable federal and state laws for their content, including copyright and trademark laws. Members will respect copyright and trademark laws.

You warrant that you will not use our Platform to infringe on the intellectual property rights of others in any way. In accordance with the DMCA and other applicable law, we have adopted a policy of terminating Members whom we deem, in our sole discretion, to be infringers of others' intellectual property rights.

Your Membership

If you choose to register with Surge Earning platform, your account is personal to you, and you may not share your account information with, or allow access to your account by any third party. Because you will be responsible for all activity that occurs under your access credentials, you should keep your username and password secret. If you have any reason to believe that your account information has been compromised or that your account has been accessed by a third party, you agree to immediately notify Surge Earning by e-mail at support@surgeearning.com. You are solely responsible for your own losses and losses incurred by Surge Earning and others (including other users) due to any unauthorized use of your account.

As a Member, you agree not to use our Platform to do any of the following:

Upload, post, or otherwise transmit any Member Content that:

1. Violates any local, state, federal, or international laws
2. Infringes on any patent, trademark, trade secret, copyright, or other proprietary rights of any party
3. Harms, threatens, defames, promotes violence or illegal activities, or is otherwise vulgar, obscene, abusive, harassing, tortuous, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable
4. Links directly or indirectly to any materials to which you do not have a right to link
5. Contains any private information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers, and credit card numbers Contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment, or to extract information from our Platform
6. Contains any unsolicited or unauthorized advertising, solicitations, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation
7. In the sole judgment of Surge Earning is objectionable or restricts or inhibits any other person from using or enjoying our Platform, or which may expose Surge Earning, our affiliates, or our Users to any harm or liability of any type

Use our Content to:

Use of Information

You grant Surge Earning a license to use the information and materials you post to our Platform. By posting, displaying, transmitting, performing, or otherwise distributing information or other content ("Member Content") to our Platform, you are granting Surge Earning, its officers, directors, employees, agents, consultants, representatives, and affiliates, a license to use the Member Content in connection with the operation of the business of Surge Earning, its directors, employees, officers, affiliates, representatives, consultants, and agents, including, without limitation, a right to distribute, copy, transmit, publicly display, reproduce, translate, edit, and reformat Member Content. You understand and agree that you will not be compensated for any Member Content. By posting Member Content on our Platform, you warrant and represent that you own the rights to the Member Content or are authorized to post, display, distribute, perform, or transmit Member Content.

Unlawful Activity

We reserve the right to investigate complaints or reported violations of this Agreement and to take any action we deem appropriate, including, but not limited to, reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to your profile, email addresses, usage history, posted materials, IP addresses, and traffic information.

Linking to Our Platform

You may provide links to our Platform provided that (a) you do not remove or obscure any portion of our Platform by framing or otherwise, (b) your services do not engage in illegal or pornographic activities, and (c) you cease providing links to our Platform immediately upon our request.

Links to Other Websites

Our Platform may from time to time contain links to third-party websites. Inclusion of links for any website on our Platform does not mean that we endorse, guarantee, warrant, or recommend the services, information, content, and/or data of such third-party websites.

1. Develop competing Platform
2. Create compilations or derivative works as defined under United States copyright laws
3. Redistribute it in any manner, including, but not limited to, sale, license, lease, rental, subscription, or any other distribution mechanism
4. Decompile, disassemble, or reverse engineer our Platform, and any related software
5. Surge Earning has no control over the legal documents and privacy practices of third-party websites; you access any third-party websites at your own risk. We recommend that you review the privacy notice and terms and conditions of those websites to fully understand what information is collected and how it is used.

Payments

You represent and warrant that if you are purchasing something from us, (i) any payment information you supply is true and complete, (ii) charges incurred by you will be honored by your bank or credit card company, (iii) you will pay the charges incurred by you at the posted prices, including any applicable taxes, and (iv) if your initial payment method is dishonored, you will still pay the incurred charges, including any surcharge we may incur due to the dishonored payment.

Refund Policy

All in-app training course purchases are Final and Non-Refundable. Our training courses and materials are automatically accessible and can be viewed with their entirety at the very moment they are purchased by our members. We encourage our members to read our course presentations, descriptions prior to purchasing any of our courses.

Technical Support

We also offer a 24hrs/day 7 days/week online customer support to respond to all your questions prior to purchasing our courses. All online training courses are tested extensively on all types of systems, and devices. We can assist you to get started with the course, if you are having any trouble. If our members encounter technical issues, we offer a 24hrs/day, 7 days/week online customer technical support. If your training course or some training materials are defective, unavailable, or doesn't perform as stated, you can contact us at support@surgeearning.com at any time.

Your Use of Our Courses

Our in-app training courses may not be transferred to another member. Our in-app training courses are not eligible for transfer to a seminar training course. Our in-app training courses cannot be shared and/or transferred to other electronic devices. Our training courses; however, can be saved within the app and can be viewed and accessed anytime. For any support, please email us at: support@surgeearning.com. We are available 24hrs/day 7 days/week.

Termination of Membership

Your membership with us is effective until terminated by you or us. Your rights under these Terms and Conditions will terminate without our notice if you fail to comply with any term of these Terms and Conditions. Upon termination, you will stop representing yourself as a registered Member. You must delete or destroy any information or content (including all copies) obtained from our Platform. Certain provisions of this Agreement, including, but not limited to, copyrights, indemnity, trademarks, limitation of liability, warranty, and jurisdictional issues will survive the termination of this Agreement.

Indemnification

You agree to indemnify, defend, and hold us and our partners, agents, officers, directors, employees, subcontractors, successors, assigns, third-party suppliers of information and documents, attorneys, advertisers, product and service providers, and affiliates free from any liability, loss, claim, and expense, including reasonable attorney's fees, related to your violation of this Agreement or use of our Platform.

Severability and Survival

Should any part of this Agreement be held invalid or unenforceable, that portion will be construed consistent with applicable law and the remaining portions will remain in full force and effect. To the extent that any Content is in conflict or inconsistent with this Agreement, this Agreement will take precedence. Our failure to enforce any provision of this Agreement will not be deemed a waiver of such a provision, nor of the right to enforce such a provision. Our rights under this Agreement will survive any termination of this Agreement.

Changes to Our Terms and Conditions

We reserve the right to change these Terms and Conditions at any time by giving you advance notice of the changes by email or in writing. We will also post these changes on our Platform. These changes will become effective 30 days after receipt of the notice. To avoid doubt, no unilateral amendment will retroactively change agreed dispute-resolution provisions of these Terms and Conditions, if any, including, for example, arbitration provisions for then-pending disputes unless the parties expressly agree otherwise. Your continued use of our Platform after any change to these Terms and Conditions and our notifying you will constitute your acceptance of such change. If you do not agree with the changes to these Terms and Conditions, you can choose to discontinue the use of our Platform.

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