

https://driveulv.com/terms_and_conditions/

Terms and Conditions

1. Acceptance of Terms

This Website Use Agreement is between you and ULV LLC, a Minnesota limited liability corporation (the “Company”). By accessing and using www.driveulv.com (the “Website”), you agree to be bound by these Terms and Conditions (“Terms”). If you do not agree with any part of these Terms, you must not use the Website.

The terms “we,” “our,” and “us” refer to ULV LLC and its affiliated businesses.

NOTICE OF ARBITRATION AGREEMENT: BY AGREEING TO THESE TERMS, YOU ACKNOWLEDGE THAT ANY DISPUTES BETWEEN YOU AND THE COMPANY WITH RESPECT TO YOUR USE OF THIS WEBSITE WILL BE RESOLVED THROUGH BINDING, INDIVIDUAL ARBITRATION RATHER THAN IN COURT. YOU ALSO AGREE TO WAIVE ANY RIGHT TO PARTICIPATE IN CLASS ACTIONS OR CLASS-WIDE ARBITRATION. PLEASE REFER TO THE “GOVERNING LAW AND DISPUTE RESOLUTION” SECTION OF THESE TERMS FOR DETAILS AND EXCEPTIONS TO THIS AGREEMENT.

2. Description of Services

www.driveulv.com is an e-commerce platform that introduces and facilitates the sale of ULV low-speed vehicles (“Vehicles”). The Website allows users to browse available Vehicles, customize the vehicle, place deposits, and initiate the purchase process. The full terms of the vehicle purchase will be defined in the [“Vehicle Order Agreement”](#) document.

3. User Accounts and Information

To place a deposit or purchase a Vehicle, you will be required to provide personal information, including your name, email address, phone number, address, and payment information. You agree to provide accurate and complete information.

4. Electronic Communications

By communicating with us through the Website or by email, you consent to our review of your messages and to receive any responses electronically. You agree that electronic communications satisfy any legal requirement for written communication. Electronic transmissions may not be private or secure, and may be intercepted by others. Communicating with us electronically does not create any special duty or obligation on our part. All electronic communications from us, including marketing or non-marketing messages (such as autodialed calls, texts, and faxes), are subject to our [Privacy Policy](#) and these Terms, including arbitration and class action waiver provisions.

5. Payment and Billing

We accept payments via card, cash, and bank transfer. Online card payments are processed through Stripe. The final purchase terms, including total price and payment schedule, will be specified in the [Vehicle Order Agreement](#).

6. Refunds and Returns

Refund and return policies are detailed in the [Vehicle Order Agreement](#), which will be provided to you before the final purchase.

7. Shipping and Delivery

We ship Vehicles within the United States only. International shipping is not available.

8. Intellectual Property

The Website is protected by copyright as a collective work and/or compilation, pursuant to U.S. copyright laws, international conventions, and other copyright laws. The contents of the Website are only for your personal, non-commercial use. All materials contained on the Website are protected by copyright, and are owned or controlled by the Company or the party credited as the provider of the content. You will abide by any and all additional copyright notices, information, or restrictions contained in any content on the Website. Copying or storing of any content for other than personal, noncommercial use is expressly prohibited without the prior written permission from the Company or the copyright holder identified in the individual content’s copyright notice.

- The “ULV” trademark is owned by the Company.

- All model names and related copyrights are owned by the Company.
- The Vehicle design is protected by a patent held by the Company.

You agree not to use, reproduce, or distribute any content from the Website without our express written permission.

9. User Conduct

You represent, warrant and covenant that: (a) you shall not upload, post or transmit to or distribute or otherwise publish through the Website any materials which (i) restrict or inhibit any other user from using and enjoying the Website, (ii) are unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, offensive, pornographic, profane, sexually explicit or indecent, (iii) constitute or encourage conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate law, (iv) violate, plagiarize or infringe the rights of third parties including, without limitation, copyright, trademark, patent, rights of privacy or publicity or any other proprietary right, (v) contain a virus or other harmful component, (vi) contain any information, software or other material of a commercial nature, (vii) contain advertising of any kind, or (viii) constitute or contain false or misleading indications of origin or statements of fact; and (b) that you are at least eighteen (18) years old.

10. Disclaimers and Limitations of Liability

The Website and its content are provided “as is” without any warranties, express or implied.

The Company shall not be liable for any direct, indirect, incidental, consequential, or punitive damages arising from your use of the Website or the purchase of a Vehicle.

Any information regarding the vehicle on the website is for informational purposes only, and the final details of the vehicle, its condition, and the sale, will be provided in the Vehicle Agreement.

11. Indemnification

You agree to indemnify and hold ULV LLC harmless from and against any liability and costs incurred by the Company in connection with any claims, damages, or losses arising from your use of the Website or your violation of these Terms, including, without limitation, attorneys’ fees and costs. You agree to cooperate as fully as reasonably required in the defense of any claim. The Company reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and you shall not in any event settle any matter without the written consent of the Company.

12. Data Security

The Company implements technical and organizational measures to help protect your personal information from unauthorized access, disclosure, alteration, or destruction. However, no system for data transmission or storage is completely secure, and we cannot guarantee absolute security of the information that we collect.

13. Links to Other Sites

The Website may contain links to other related sites. Third party links to and from the Website, maintained by third parties, do not constitute an endorsement by Company of any third party resources, or their contents.

14. Governing Law and Dispute Resolution

These Terms shall be governed by and construed in accordance with the laws of the State of Minnesota, United States. Any disputes arising from these Terms or your use of the Website shall be resolved in the courts of Minnesota.

Please carefully read this provision, which applies to any dispute between you and ULV, LLC and its affiliates (together “ULV”) related to your use of this Website.

If you have a concern or dispute, please send a written notice describing it and your desired resolution to resolutions@driveulv.com

If not resolved within 60 days, you agree that any dispute arising out of or relating to any aspect of your use of this Website will not be decided by a judge or jury but instead by a single arbitrator in an arbitration administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules.

We will pay all AAA fees for any arbitration, which will be held in the city or county of your residence. To learn more about the Rules and how to begin an arbitration, you may call any AAA office or go to www.adr.org.

The arbitrator may only resolve disputes between you and ULV, and may not consolidate claims without the consent of all parties. The arbitrator cannot hear class or representative claims or requests for relief on behalf of others. In other words, you and ULV may bring claims against the other only in your or its individual capacity and not as a plaintiff or class member in any class or representative action. If a court or arbitrator decides that any part of this agreement to arbitrate cannot be enforced as to a particular claim for relief or remedy, then that claim or remedy (and only that claim or remedy) must be brought in court and any other claims must be arbitrated. The dispute process for the vehicle purchase itself is contained within the vehicle agreement.

15. Changes to Terms

The Company reserves the right to modify these Terms at any time. Any changes will be posted on the Website, and your continued use of the Website after such changes constitutes your acceptance of the revised Terms.

16. Contact Information

If you have any questions about these Terms, [please contact us here](#) or at:

ULV LLC

322 Buchanan Road

Ottertail, Minnesota 56571

17. Privacy Policy and Cookies Policy

Please refer to our [Privacy Policy and Cookies Policy](#) for information on how we collect, use, and protect your personal data.

18. Termination

The Company reserves the right to terminate your access to the Website for any reason, including violation of these Terms. If you are dissatisfied with the Website, its content, or any of these Terms, your sole and exclusive legal remedy is to discontinue using the Website.

19. Vehicle Agreement

The details of the purchase of any vehicle will be contained within the "[Vehicle Order Agreement](#)" document. This document will supersede any conflicting information found on the website.

