

TERMS AND CONDITIONS OF USE AND DATA PRIVACY

Last Updated: 11-04-2026

Legal Entity: VMX CAR EXPERTS LLC

Registered Office: Miami, Florida

Legal/Privacy Contact: info@vmxcarexperts.com

1. Acceptance of Terms

By accessing, browsing, or using this website, digital platform, mobile application, or any service provided by the Company (collectively, the “Services”), you (“the User”) agree to be legally bound by these Terms and Conditions, as well as the data processing and privacy practices described herein. If you do not agree to these terms, you must immediately discontinue your use of the Services.

2. Applicable Legal Framework

These terms shall be governed by, construed, and enforced in accordance with the laws of the State of Florida and applicable federal laws of the United States of America, expressly including:

- The **Florida Digital Bill of Rights (FDBR)** (*Florida Statutes*, Title XXXIII, Chapter 501, Part V).
- The **Florida Information Protection Act (FIPA)** (*Fla. Stat.* § 501.171).
- The **Florida Uniform Electronic Transactions Act (UETA)** (*Fla. Stat.* § 668.50).



3. Categories of Data Collected

We may collect and process the following categories of information regarding users:

- **Personal Identifiers:** First and last name, postal address, email address, telephone number, unique online identifiers, and Internet Protocol (IP) address.
- **Commercial and Transactional Information:** Records of products or services purchased, obtained, or considered, as well as payment history (processed via secure, encrypted third-party payment gateways).
- **Internet and Network Activity:** Browsing history, search queries, and interactions with our Services, gathered through cookies and related tracking technologies.
- **Geolocation Data:** Precise or approximate physical location (subject to permissions granted on your device).
- **Sensitive Data:** In the event that biometric data, racial or ethnic origin, religious beliefs, or health data are processed, express prior consent will be obtained in accordance with *Fla. Stat.* § 501.71.

4. Purposes of Data Processing

Your personal data is used solely for legitimate business purposes, including to:

1. Provide, maintain, and optimize the functionality of the Services.
2. Process transactions, orders, fulfillment, and billing.
3. Deliver administrative updates, technical notifications, security alerts, and customer support communications.
4. Detect, prevent, and mitigate fraud, unauthorized access, or illegal activities.
5. Comply with applicable legal obligations, court orders, or governmental requests in Florida and under federal law.

5. Florida Consumer Rights (Florida Digital Bill of Rights)

Pursuant to the FDBR and related Florida privacy statutes, Florida residents possess the following statutory rights concerning their personal data:



- **Right of Access and Confirmation:** Confirm whether we process your personal data and obtain a copy of such data in a portable, readily usable format.
- **Right to Correction:** Request the correction of inaccurate or incomplete personal data.
- **Right to Deletion:** Request the deletion of personal data provided by or obtained about you through our Services, subject to statutory exemptions (e.g., legal or tax record-retention requirements).
- **Right to Opt-Out:** Opt out of the processing of your personal data for purposes of:
    1. Targeted advertising.
    2. The sale of personal data to third parties.
    3. Profiling in furtherance of decisions that produce legal or similarly significant effects.
- **Protection of Minors:** We strictly prohibit selling or processing the personal data of known minors under the age of 18 for targeted advertising without the requisite express consent under Florida law.

Procedure for Submitting Requests

To submit a verifiable consumer request, contact us via:

- **Email:** info@vmxcarexperts.com
- **Web Form:** www.vmxcarexperts.com
- **Response Timeline:** We will respond to verified requests within forty-five (45) calendar days of receipt. This period may be extended once by an additional forty-five (45) days when reasonably necessary, taking into account the complexity and volume of the requests.

6. Third-Party Data Disclosures and Sales

The Company **does not sell** personal user data to data brokers for monetary consideration, unless explicit prior notice is provided along with a clear opt-out mechanism. We share information only with:



- Authorized service providers and data processors bound by strict contractual confidentiality and data protection obligations.
- Law enforcement or regulatory authorities when compelled by lawful subpoenas, warrants, or court orders issued by competent Florida or federal courts.

7. Data Security and Breach Notification

We implement commercially reasonable technical, administrative, and physical safeguards designed to preserve the confidentiality, integrity, and availability of personal information.

In the event of a data breach compromising unencrypted personal information of Florida residents, the Company will strictly comply with the **Florida Information Protection Act (Fla. Stat. § 501.171)** by notifying affected individuals and the Florida Department of Legal Affairs within thirty (30) days following determination of the breach.

8. Limitation of Liability and Disclaimer of Warranties

To the fullest extent permitted by Florida law:

- The Services are provided on an “as is” and “as available” basis without warranties of any kind, whether express or implied.
- The Company shall not be liable for any indirect, incidental, punitive, or consequential damages resulting from your use of or inability to use the Services, unauthorized interception of communications beyond our reasonable control, or disruptions in third-party telecommunications.

9. Governing Law and Dispute Resolution

Any dispute, claim, or controversy arising out of or relating to these Terms or our data handling practices shall be governed exclusively by the substantive laws of the State of Florida, without regard to conflict-of-law principles.



Both parties agree to submit to the personal and exclusive jurisdiction of the state courts located in [Insert County, e.g., Miami-Dade / Broward / Orange] County, Florida, or the United States District Court for the applicable federal district in Florida.

10. Modifications to These Terms

We reserve the right to amend these Terms and Conditions at any time. Any changes become effective immediately upon posting the revised terms with an updated effective date. Continued use of the Services following such posting constitutes your binding acceptance of the updated terms.

11. Contact Information

For inquiries, requests, or concerns regarding these Terms or our privacy practices, please contact:

- **Attention:** Customer Service
- **Legal Entity Name:** VMX CAR EXPERTS LLC
- **Address:** Miami, Florida
- **Email:** info@vmxcarexperts.com