

# Terms of Service

This page outlines the Terms of Service under which SnapTrakker, Inc. (“we” or “us” or “SnapTrakker”) provides the use of our SnapTrakker software service, mobile apps and website (hereinafter, the “Services”).

Please read this page carefully. By using the Services, “you” (whether you are a Customer, Account Administrator, Management Console Operator or Individual, as described in further detail below) are indicating your acceptance to be bound by these Terms of Service. In other words, these Terms of Service are a binding contract between you and us. If you are unwilling to be bound these Terms of Service, please do not use the Services.

By entering into these Terms of Service, you further acknowledge your understanding and acceptance of our [Privacy Policy](#).

Please note that these Terms of Service are subject to change. We may, in our sole discretion, revise the Terms of Service at any time by updating this page. Continued use of the Service after a revision of the Terms of Service, indicates your acceptance of the revised Terms of Service. You should visit this page periodically to review the Terms of Service, as it is binding upon you.

## 1. Services

We want to help you make your company more effective and efficient, so we designed SnapTrakker to do just that! We are always working on improving the Services to better serve you, so keep a lookout for new features. In fact, some of our Services allow you to download client software (“Software”) which may update automatically. So long as you comply with these Terms, we give you a limited, nonexclusive, nontransferable, revocable license to use the Software, solely to access the Services. To the extent any component of the Software may be offered under an open source license, we’ll make that license

available to you and the provisions of that license may expressly override some of these Terms. Unless the following restrictions are prohibited by law, you agree not to reverse engineer or decompile the Services, attempt to do so, or assist anyone in doing so.

Currently, the Services support four categories of users: Customers, Account Administrators, Management Console Operators and Individuals. Each type of user has different permissions and responsibilities, which are more fully defined below. For ease of reference, we will use the term “you” in these Terms of Service to refer to the user of the Services (whether they be a Customer, Account Administrator, Management Console Operator, or Individual).

## **2. Customers, Account Administrators, Management Console Operators, and Individuals**

### **1. Customers**

The organization (e.g., company, institution, etc.) is our customer (the “Customer”). An individual who has the full authority to enter into binding contracts and conduct business on behalf of the Customer (the “Initial User”) must be the person who creates the SnapTrakker account on Customer's behalf (the “Account”). We may require the Initial User to provide proof that he or she has the authority to enter into contracts on behalf of the Customer, and we reserve the right to suspend the Customer's access to the Services until such proof is provided. However, we specifically disclaim all liability for an Account that was opened by an individual who had no authority to do so on Customer's behalf.

By creating an Account, Customer represents and warrants that the Initial User has full authority to create the Account; that all registration information that the Initial User submits is truthful and accurate; and that Customer will maintain the accuracy of such information. If any of the Account information changes, the Account must be immediately updated with the current information. Information related to the Account can be changed or updated by going to the “Account” area of the Services and modifying the pertinent information. You can also

contact us with questions on how to update or change your information by email at [support@snaptrakker.com](mailto:support@snaptrakker.com).

## **2. Account Administrators**

Upon the creation of the Account, the Initial User is automatically deemed an Account Administrator of the Account. The Initial User may delegate additional administrators who have full access to manage the Account and use the Services (collectively, the "Account Administrators"). The Account Administrators must also have full authority to enter into binding contracts and conduct business on behalf of Customer. We may require the Account Administrators to provide proof that they have the authority to enter into contracts on behalf of the Customer. However, we specifically disclaim all liability for the actions of Account Administrators who had no authority to act on Customer's behalf.

Account Administrators may be added or deleted by another Account Administrator. In the event an Account Administrator is deleted from the Services, the Account Administrator shall cease to have access to the Services and any information within the Services. In addition, an Account Administrator, acting on behalf of Customer, may delete the Account and therefore all data and information related to the Account and Services. Account Administrators, acting on behalf of Customer, may also rename the Account or sign up for additional features of the Services. However, Account Administrator's shall not take any action or inaction that is disparaging to Customer or contrary to Customer's mission or instructions. We are not liable for the conduct of a Customer or Account Administrator, including, without limitation, deletion of data, improper use of data, inappropriate information posted; violation of laws related to privacy; or any other conduct by a Customer or Account Administrator.

In the event of a conflict among Account Administrators or between Account Administrators and the Customer, the Customer must resolve the issue and provide us with written instructions, signed by the Chief Executive of the organization, on how to proceed. We will proceed based on those instructions. We may suspend the Services until said conflict is resolved.

The Services can be configured to allow anyone within a Customer's SnapTrakker account to send or receive text messages. If the person sending or receiving text messaging is using a mobile device or mobile service not provided by the Customer's organization, such text messages may or may not result in charges to the recipient depending on the service plan the recipient has with their carrier. In either case, if a text message is directed to a mobile device or mobile service that is not provided by the Customer, the Account Administrator must gain written permission from the owner of the device or service prior to sending text messages.

### **3. Management Console Operators**

"Management Console Operators" are users who are granted permission to access the Services by either (i) an Account Administrator, or (ii) another Management Console Operator that has been given the permissions to add additional Management Console Operators by the Customer. However, Management Console Operators may not have access to the same administrative features as Account Administrators. Management Console Operators acknowledge and agree that an Account Administrator may (a) remove their access to the Services; (b) delete or change any information that such user has entered into the Services; or (c) delete the entire Account, which may result in the deletion of all data.

Management Console Operators shall not take any action or inaction that interferes with the Customer's ability to use the Services, is disparaging to Customer, or is contrary to Customer's mission and/or instructions.

### **4. Individuals**

Individual users who have a connection with the Customer (e.g., an employee of the business) can sign up to use certain features of the Services (the "Individuals"). Features of the Services that Individuals may access include, but are not limited to, the SnapTrakker mobile app, acquisition of multimedia content such as pictures, videos, audio recordings, notes, etc. using the SnapTrakker mobile app and access to content contributed to the account by other Individuals. To be clear, Individuals do not have full access to all features

of the Services, and Individuals' accounts are linked to the corresponding Customer. This means that the Customer, Account Administrators and/or Management Console Operators can view multimedia content, information, and data Individuals have entered into the Services.

Individuals acknowledge and agree that Customer and its agents can view, access and use the information and data Individuals have entered into the Services. Individuals also acknowledge and agree that Account Administrators or Management Console Operators may (a) remove their access to the Services; or (b) delete or change any information that such Individual has entered into the Services. Individuals further acknowledge and agree that Management Console Operators may delete or change any information that such Individual has entered into the Services.

### **3. Responsibilities of Customers, Account Administrators, Management Console Operators, and Individuals**

#### **1. Responsibilities of the Customer**

The Customer shall ensure that Customer and all Account Administrators, Management Console Operators and Individuals comply with these Terms of Service and our Privacy Policy. The Customer further represents and warrants that it is responsible for itself as well as the Account Administrators, Management Console Operators and Individuals' conduct while using the Services. The Customer agrees to hold us harmless for the conduct of Customer, the Account Administrators, the Management Console Operators and the Individuals per Section 12 (indemnification). The Customer shall cooperate with us in ensuring that they, Account Administrators, Management Console Operators and Individuals comply with these Terms of Service.

Some of the Services allow the Customer and all users granted access to the Account to enter data into the Services ("Customer Data"). Customer Data can include two classes of data;

- Customer Data can include or incorporate information related to third party individuals – for example, the names and addresses of the Customer's clients, affiliates, partners or customers (“Third-Party Information”). Customer represents and warrants that it has the rights, basis, and permissions to enter the Customer Data and Third-Party Information into the Services. Customer further understands and agrees that it shall bear all responsibility for the Customer Data and Third-Party Information, and Customer shall resolve all disputes involving the Third-Party Information.
- Customer Data can include photos, videos, audio recordings and notes and all associated metadata captured, acquired or created with a SnapTrakker mobile app by users that have been provided access to the Account (collectively, “Original Content”).

In the event that we are contacted by a person who has a dispute related to the Customer Data or Third-Party Information, we will notify Customer within 45 days. We have the right to suspend or terminate the Services until Customer and said person resolve their dispute. Customer represents and warrants that it will hold us harmless from all claims and/or disputes related to the Customer Data and Third-Party Information, as more fully described in Section 12 (indemnification).

To be clear, Customer is responsible for complying with all applicable laws, rules and regulations, and represents and warrants that it and its Account Administrators, Management Console Operators and Individuals will not use the Services in a manner that violates the laws, rules and regulations in the applicable jurisdiction.

## **2. Responsibilities of the Account Administrator**

Account Administrators shall follow the instruction of the Customer, and shall comply with the Customer's policies and practices that are relevant to the use of the Services. Account Administrators shall also provide us with all necessary rights, permissions and/or consents necessary to grant us the rights and licenses in these Terms of Service, and all rights, permissions and/or consents necessary for the lawful use and transmission of personal information and data that is required for the use and operation of the Services.

Furthermore, Account Administrators shall (a) ensure that Management Console Operators understand and comply with all Customer policies and practices that are relevant to their use of the Services; (b) ensure that the Management Console Operators understand and comply with these Terms of Service and our Privacy Policy; (c) obtain all rights, permissions and/or consents from Management Console Operators that are necessary to grant us the rights and licenses in these Terms of Service; and (d) obtain all rights, permissions and/or consents from Management Console Operators for the lawful use and transmission of their personal information and data that is required for their use and operation of the Services. Account Administrators shall cooperate with us in ensuring that they, Customer, and Management Console Operators comply with these Terms of Service.

### **3. Responsibilities of Management Console Operators and Individuals**

Management Console Operators and Individuals shall follow the instruction of Account Administrators and the Customer. Management Console Operators and Individuals shall: (a) comply with all Customer policies and practices that are relevant to the use of the Services; (b) comply with these Terms of Service and our Privacy Policy; (c) provide Customer and/or Account Administrators with all rights, permissions and/or consents that are necessary to grant us the rights and licenses in these Terms of Service; and (d) provide all permissions and/or consents to Customer and/or Account Administrators for the lawful use and transmission of their personal information and data that is required for the use and operation of the Services.

### **4. Responsibilities of All Users**

All users of the Services (whether you are a Customer, Account Administrator, Management Console Operator or Individual) are responsible for their respective usernames, passwords, and the security of the Account. You may never use another's username and password. You may not allow others to access or use the Services with your unique username, password, or other security code. You agree to notify us immediately of any breach of security or unauthorized use of your account. You acknowledge and agree that we will not be liable for any losses caused by any unauthorized use of your username and password.

You shall keep your account password secure, and take appropriate measures to safeguard the security of your username, password and electronic device(s).

In addition, all users of the Services are responsible for providing their legal full name, a valid email address or mobile phone number, and any other information requested in order to complete the signup process. If any of this information changes, the information must be immediately updated with the current information. Changes should be submitted to the Account Administrator or Management Console Operator who can update the information by going to either the “Account” or “Users & Devices” area of the Services and modifying the pertinent information. All users can also contact us with questions on how to update or change their information by email at [support@snaptrakker.com](mailto:support@snaptrakker.com).

Finally, all users of the Services shall be responsible for complying with these Terms of Service, and further understand and agree that they are responsible for all information, data and content that they enter into the Services, and all activity that occurs using the Services.

## **5. Requirements for Use of the Services**

### **1. Use the Services Only for Acceptable Uses and Not for Any Illegal or Prohibited Purpose.**

As one of the conditions of your use of the Services, you represent, warrant and agree that you will not use (or plan, encourage or help others to use) the Services for anything other than the Acceptable Uses, which are defined below in Section 6. You shall NOT use the Services in any manner that is prohibited by these Terms of Service or which is illegal or prohibited by applicable law (including but not limited to copyright laws).

### **2. Comply with Laws in Your Jurisdiction**



Recognizing the global nature of the Internet, you agree to comply with all local laws and rules regarding online conduct and acceptable data. Specifically, you agree to comply with all applicable laws of your jurisdiction regarding the transmission of technical data and personally identifiable information exported from the United States or the country in which you reside.

### **3. Be over the Age of 13 and Capable of Giving Legal Consent**

You must be at least the age of 13 to use the Services, or if you are between 13 and the age of legal consent, you must have the consent of a parent or guardian who agrees to be bound to these terms to use or access the Services. To be clear, you may not use or access the services if you are under the age of 13. Any use or access to the Services by anyone under the age of 13 is strictly prohibited and in violation of these Terms of Service. By using the Services, you represent and warrant that you are over the age of 13 and you have (or, if you are between the age of 13 and legal consent, your parent or guardian represent has) the full right, power and authority to enter into these Terms of Service and to fully perform all of your obligations hereunder. You further represent and warrant that you are under no legal disability or contractual restriction that prevents you from entering into these Terms of Service. The Customer represents and warrants that Customer is fully responsible for making sure it and its Account Administrators, Management Console Operators and Individuals comply with this paragraph the Terms of Service.

### **4. Necessary Equipment and 3<sup>rd</sup> Party Fees**

You must provide all the equipment as well as internet or mobile connectivity necessary to access the Services, including but not limited to, a mobile device that is suitable to connect with and use the SnapTrakker MDS Mobile app. You are solely responsible for any fees, including Internet connection or mobile fees such as SMS or other data charges, that you incur when accessing or using the Services. And, as you would expect, we are not responsible for service failures due to any network outages or service area limitations your mobile service provider may have.

### **5. Not be Previously Prohibited from Using the Services**

The Services may not be used by anyone we previously prohibited from using the Services.

## 6. Be a Human

Accounts registered by “bots” or other automated methods are not permitted.

## 6. Acceptable Use of the Services

We are providing the Services to you so that you can effectively use multimedia documentation to enhance the efficiency of your organization in documenting common business or organizational events and practices (the “Intended Purpose”). You agree that you will only use the Services for the Intended Purpose. You specifically agree that **you will NOT:**

- Use the Services if you are under the age of 13.
- Use the Services to upload, post, email, otherwise transmit, or post links to any content or information that exploits the images of children under 18 years of age, or that discloses personally identifying information belonging to children under 18 years of age without parental consent.
- Use the Services to “stalk” or otherwise harass another.
- Use the Services to collect or store personally identifying information about others without their permission.
- Use the Services to impersonate any person or entity, including, but not limited to, falsely state or otherwise misrepresent your affiliation with a person or entity.
- When signing up for the Services, use misleading email address or enter false and/or misleading information into the Services regarding the Customer.
- Use the Service to upload, post, email, otherwise transmit, or post links to any content or information that you do not have a right to transmit under any law or regulation or under contractual or fiduciary relationships (such as inside information, or proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements).

- Use the Services to upload, post, email, or otherwise transmit, or post links to any content or information that facilitates hacking.
- Use the Services to upload, post, email, otherwise transmit, or post links to any content or information that infringes any patent, trademark, service mark, trade secret, copyright or other proprietary rights of any party, or contributing to inducing or facilitating such infringement.
- Use the Services to upload, post, email, otherwise transmit, or post links to any unsolicited or unauthorized advertising, promotional materials, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” or any other form of solicitation.
- Use the Services to upload, post, email, otherwise transmit, or post links to any material that contains software viruses, worms, Trojan horses, time bombs, trap doors or any other computer code, files or programs or repetitive requests for information designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or to diminish the quality of, interfere with the performance of, or impair the functionality of the Services.
- Use automated means, including spiders, robots, crawlers, or the like to download data from any of our databases, unless said means is by an API that we have specifically approved of.
- Conduct your own contests and promotions using the Services or use the Services to upload, post, email, otherwise transmit, or post links to any information regarding any raffle, contest or game requiring a fee by participants.
- Incorporate information or content from our Services into any email or “white pages” products or services, whether browser-based, based on proprietary client-site applications, web-bates or otherwise.
- Sell, distribute or make any commercial use of Third-Party Information in a manner that could be expected to offend the person for whom the Third-Party Information is relevant.
- Engage in any of the following prohibited activities: (i) copying, distributing, or disclosing any part of the Services in any medium, including without limitation by any automated or non-automated “scraping”; (ii) using any automated system, including without limitation “robots,”

“spiders,” “offline readers,” etc., to access the Services in a manner that sends more request messages to our servers than a human can reasonably produce in the same period of time by using a conventional web browser, unless said system is by an API that is specifically approved of by us.

- Interfere with or disrupt the Services or servers or networks connected to the Services.
- Decompile, disassemble, modify, translate, adapt, reverse engineer, create derivative works from, or sublicense any work, including but not limited to software which is deployed in connection with the Services.
- Upload, post, email, otherwise transmit, or post links to any material, or act in any manner that is offensive or contrary to the spirit of these Terms of Service.

## **7. Monitoring, Security, and Third Party Payment Processing**

### **1. Monitoring**

We have no obligation to monitor the Services or your use of the Services. You acknowledge and agree that we have the right to monitor the Services electronically from time to time and to disclose any information that we deem necessary to satisfy any law, regulation or other governmental request, to operate the Services properly, or to protect itself or its users, affiliates, partners and contracted parties, as discussed in further detail in our Privacy Policy.

### **2. Security**

While we take the security of the Services very seriously, we cannot ensure or guarantee the security of the Services. Any such use shall be at your sole risk, and you shall relieve SnapTrakker and our affiliates of all liability in connection therewith.

**Security Emergencies.** Notwithstanding anything in this Agreement, if there is a Security Emergency then SnapTrakker may automatically suspend use of the Services. SnapTrakker

will make commercially reasonable efforts to narrowly tailor the suspension as needed to prevent or terminate the Security Emergency.

### 3. Third Party Payment Processing

We use a third party to process payments related to the Services, which is currently PayPal. When setting up your payment process, you may be asked to supply certain information, including credit card or other payment mechanisms that may be shared with third party payment processors through the Services. You agree that all information you provide any third party payment processor through the Services will be accurate and complete. You agree to pay all charges incurred by you at the prices in effect when such charges are incurred. We are in no way responsible for any charges you or (if you are a Customer) any Account Administrator, Management Console Operator or Individual incurs when making purchases or other transactions. We may retain sufficient personal information from your purchase to report to the IRS or other government authority, and retain such information for at least the minimum statutory period. Customers specifically acknowledge and agree that they are responsible for the use of data related to tracking donations through the Services.

## 8. Payment, Refunds, Upgrading, and Downgrading Terms

### 1. How We Bill for the Services

Services are billed in advance. If you sign up for a paid account, you'll have the option to pay monthly by credit card or you may have the option to pay annually by credit card.

- If you elect to pay monthly, your credit card will be billed immediately for the services requested **and your card will automatically be charged on a monthly basis continuing each month until you cancel the Services.** To be clear, if you sign up for a paid account, **you will be automatically charged the amount of the plan and your plan will be automatically extended for successive periods of one month. As such, your credit card will be automatically charged at the then-current subscription rate for each successive period of one month until you cancel the Services.**

- If an annual payment plan is available, and you elect to pay annually, your credit card will be billed immediately for the services requested **and your card will automatically be charged on an annual basis continuing each year until you cancel the Services.** To be clear, if you sign up for a paid account, **you will be automatically charged the amount of the plan and your plan will be automatically extended for successive periods of one year. As such, your credit card will be automatically charged at the then-current subscription rate for each successive period of one year until you cancel the Services.**
- For current pricing, you can, refer to the Account section of the Management Console under “Subscription”, contact us, or visit <https://snaptrakker.com>.

## 2. Account Upgrades

When you upgrade your subscription level, the new features will be available to you immediately upon upgrade, and your credit card will be charged immediately for the incremental services on a prorated basis for the duration of the current billing cycle. The following billing cycle will then reflect the standard charge for the incremental services.

Please note if you upgrade from a free trial account to a paid account, your credit card of record will immediately be billed for the upgrade at the rate corresponding to the billing period you selected and each billing period after that in accordance with the above section (How we bill for the Services).

## 3. Refunds

Refunds are based on the billing cycle in effect:

- Services billed on a **monthly basis** are **not refundable**. There will be no refunds or credits for partial months of service, upgrade/downgrade refunds, or refunds for unused months of the Services. In order to treat everyone equally, no exceptions will be made.

- Services billed on an **annual basis** will be **prorated** based on the final termination date of the Account and the period remaining in the current billing cycle if there are more than 30 days remaining in the current billing cycle. Refunds will be processed within 30 days of the final termination date.

#### 4. Free Trials

We provide free trials of our Services for a limited time and provide a smooth transition to paid Accounts if you love the product as much as we do. Just go to the Management Console's Account tab and proceed to the Subscription page to subscribe to all the features you want. If for some reason, however, you don't want to continue after your free trial, you can download the Original Content and Additional Content data you acquired before the end of the free trial by going to the Management Console's Account tab and selecting the Export function on the Storage Manager page.

Please be aware, if you don't transition to a paid subscription and you don't download the Original Content and Additional Content you acquired during the free trial before the free trial ends, **all your Customer Data including media files may be permanently deleted.**

Also, please be aware that you **cannot transfer all Customer Data from one free trial to another.** You can export the Original Content and any Additional Content containing media or document files from an Account and import them into another Account but the exported media and document files will have some or all of their metadata remove during export.

#### 5. Taxes

All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes.

#### 6. Billing for Upgrades and Downgrades

For any upgrade in requested services, the services will be enabled immediately and the credit card of record for both monthly and annual accounts will be immediately charged a prorated fee based on the percentage of the billing cycle remaining.

For any downgrades in requested services in monthly accounts, the credit card you provided will automatically be charged the new rate on your next billing cycle. For any downgrades in requested services in annual accounts, the credit card you provided will automatically be credited a prorated amount based on the percentage remaining of the current billing cycle if there is more than 30-days remaining in the current billing cycle. Downgrading your Services may cause the loss of content including media files, information, features, or capacity of your Account. We shall not be liable for any such loss.

## **7. Expired Credit Cards**

In the event your credit card expires or cannot be charged, we must suspend the Services until you remit payment. You have 30 days to remit payment to us before we terminate your Account and your access to the Services pursuant to our termination provision below. We will not be responsible for any costs, expenses, or liabilities arising out of or related to the termination of your Account.

## **9. Cancellation and Termination**

### **1. Cancelling Your Account**

Customer is solely responsible for properly cancelling the Account. An email or phone request to cancel your Account is **not** considered cancellation. To cancel the Account, an Account Administrator must click on the “Accounts” link in the Management Console’s global navigation bar at the top of the screen and then click on the “Subscription” link. The Subscription screen provides a simple no-questions-asked “Unsubscribe” link. If you have questions regarding cancelling an Account, we are happy to help. Just email us at [support@snaptrakker.com](mailto:support@snaptrakker.com). However, please be aware that cancellation of Services may



lead to deletion of Customer Data that cannot be recovered, thus we require that the Account Administrator who is cancelling the Account on behalf of the Customer have the Customer's full authorization and consent.

**To fully cancel an Account and discontinue future periodic charges, all Customer Data must be removed from the Account either by download or deletion.** Selecting the Unsubscribe link described above will provide two options for cancelling the Service:

- **Full Cancellation.** Full cancellation will immediately terminate all access to the Account and **permanently delete all Customer Data including media files**. Original Content and Additional Content including photos, videos, audio recordings, notes, documents, etc. can be exported from the account prior to requesting a full cancellation by selecting the Export option in the Account/"Storage Manager" page of the Account's Management Console. You can request a full cancellation by selecting a "Delete All Customer Data" option when confirming an Unsubscribe request. Selecting the Delete All Customer Data option will terminate all Account licenses and **permanently delete all Customer Data**. You will no longer have access to the Services or the Customer Data and the Customer Data can **never be recovered**. Any available refunds for the cancelled items (per Refunds section) will be credited to the credit card of record within in 15 business days.
- **Partial Cancellation.** When an Account is canceled by selecting the Unsubscribe link described above and the Delete All Customer Data option is **not** selected, all mobile app licenses and all Management Console licenses except one (1) expire immediately and any available refunds for the cancelled items (per Refunds section) are credited to the credit card of record within in 15 business days. Any periodic charges for the remaining Management Console and any storage upgrades will continue to be charged to the credit card of record on a periodic basis until a Full Cancellation is requested.

## **2. We May Also Terminate or Suspend Your Account**

We, in our sole discretion, have the right to suspend or terminate your Account and refuse any and all current or future use of the Services for any reason at any time, including a violation of these Terms of Service. In addition, in the event you fail to remit payment for the Services, we shall suspend the Services and, after 30 days, terminate your Account. In the event we terminate your Account, the termination will result in (i) the deactivation or deletion of your Account, and (ii) the forfeiture and relinquishment of all Customer Data after 30-days from the date of termination has passed including permanent deletion of Customer Data though we may retain copies of such information for our own purposes. After termination, you will no longer have access to the Services. As previously stated, we will not be responsible for any costs, expenses, or liabilities arising out of or related to the termination of your Account.

## **10. Modifications to the Service and Prices**

### **1. Reservation of Our Rights**

We reserve the right to modify or discontinue, temporarily or permanently, the Services (or any part thereof), with or without notice.

### **2. Changes to Pricing**

Prices for all Services, including but not limited to monthly and annual subscription fees to the Service, are subject to change. Such notice may be provided at any time by posting the changes to our website ([snaptrakker.com](http://snaptrakker.com)) and by emailing Customer at the email address Customer provided through the Services. Customer agrees to receive such emails regarding pricing changes. Changes in Monthly and Annual subscription fees will begin at the beginning of a new billing cycle. We shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Services.

## **11. Intellectual Property Rights and Content Ownership**

### **1. Our Intellectual Property**

Our Services, including but not limited to text, graphics, images, logos, buttons, icons, software and other materials and the overall "look" and "feel" of the Services, are the sole

property of SnapTrakker, and are the protected patents, copyrights, trademarks, and service marks of SnapTrakker (the “SnapTrakker IP”). Content which is not created by us, including all other third-party product and service marks, are the trademarks and copyrights of their respective owners. Unauthorized use of the SnapTrakker IP may violate copyright, trademark and other laws. You may not reproduce, modify, display, sell, or distribute the SnapTrakker IP unless you obtain our explicit written consent. We grant you a license to use the SnapTrakker IP for the sole purpose of accessing and using the Services.

## **2. Your Intellectual Property**

We claim no intellectual property rights over the Customer Data – the Customer Data remains yours. However, we ask that you respect the law, and not violate anyone's intellectual property rights. Thus, you represent and warrant that:

- The Customer Data does not and will not violate third-party rights of any kind, including without limitation third-party copyrights, trademarks, or rights of privacy or publicity.
- The Customer Data does not violate these Terms of Service, and falls within the Acceptable Uses section of these Terms of Service.
- There is no suit action or claim or other legal or administrative proceeding now pending or threatened which might directly or indirectly affect any of the Customer Data, or which might in any way impair the rights granted by you under these Terms of Service.
- If the Customer Data incorporates (i) content/information created by another individual/entity or (ii) content/information from and/or about another individual/entity (collectively, "Additional Content"), you represent and warrant that you have all rights, licenses and applicable permissions required by law to post and use the Additional Content.

## **3. Original Content Ownership**

- SnapTrakker mobile apps allow you to capture, acquire or create photos, videos, audio recordings, notes, and associated metadata that is automatically transferred to the Customer's SnapTrakker account. When you access a Customer's SnapTrakker account

with a SnapTrakker mobile app using login credentials issued from the Customer's Account, you assign ownership rights for all subsequently created Original Content to the Customer. As the owner of the Original Content, the Customer then has the right to use, reproduce, modify, perform, display, distribute or otherwise disclose to third parties the Original Content including making the Original Content viewable or accessible to the public, Account Administrators, Management Console Operators, and Individuals.

- The Service may also provide the ability to allow automated transfer of Original Content from one Account to another Account using unique access codes generated by the Services for each authorized transfer (herein, "**Access Codes**"). When Original Content is transferred between Accounts using Access Codes, the only metadata allowed to transfer with the Original Content is the geolocation and time/date stamp associated with each item transferred. When Original Content is transmitted between accounts using Access Codes, the Customer transmitting the Original Content grants the Customer receiving Original Content a non-exclusive, perpetual, royalty-free, transferable, sub-licensable, worldwide license to use, reproduce, modify, perform, display, distribute or otherwise disclose to third parties any such material.

#### **4. Other's Content**

You shall not post or use any information or content that is not yours ("Additional Content") without the appropriate permissions. Specifically, if you post, use, submit or share Additional Content, you represent and warrant that you have all rights, licenses and applicable permissions required by law to post and use the Additional Content. As such, you shall hold us harmless from all claims and/or disputes related to the Additional Content per Section 12 (Indemnification).

#### **5. Licenses**

You expressly grant us, and you represent and warrant that you have all rights necessary to grant to us, a worldwide, non-exclusive, sublicensable, transferable, perpetual and irrevocable license to use the Customer Data to provide the Services.

## 6. Third Parties' Intellectual Property

We use several third-parties to make certain features of the Services available to you, including but not limited to jQuery, jQueryUI, Google Maps, Bootstrap, Modernizr. You agree to be bound by these third party licenses of software or content, and you further agree to abide by the terms of use and privacy policies of any such third party software or content.

## 7. DMCA

We are committed to protecting copyrights and expect our users to do the same. We abide by the federal Digital Millennium Copyright Act ("DMCA"). If the owner of a proprietary work believes that a user of our Services is using his/her/its proprietary work and that work been copied in a way that constitutes a copyright infringement, please immediately notify us in writing as follows:

Please send the written notification to our designated agent, Kelli Asbjornsen, at the following address:

SnapTrakker, Inc  
4885 SW Natchez St  
Tualatin, OR 97062

Email: [support@snaptrakker.com](mailto:support@snaptrakker.com)

The notification should be a written communication that includes substantially the following (please consult legal counsel or see Section 512(c)(3) of the Copyright Act to confirm these requirements). To expedite our ability to process the notification, please use the following format:

- An electronic or physical signature of a person authorized to act on behalf of the copyright owner;
- Identification of the copyrighted work that the copyright owner claims has been infringed;

- Identification of the material that is claimed to be infringing and where it is located on/in the Services;
- Information reasonably sufficient to permit SnapTrakker to contact the copyright owner, such as his/her/its address, telephone number, and, e-mail address;
- A statement that the copyright owner (or his/her/its representative) has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law; and
- A statement, made under penalty of perjury, that the above information is accurate, and that the signatory is the copyright owner or is authorized to act on behalf of the owner.

**Counter Notification.** If you disagree that you are infringing on another's work, you may elect to send us a counter notice. To be effective, your counter notice must be a written communication provided to our designated agent that includes substantially the following (please consult legal counsel or see Section 512(g)(3) of the Copyright Act to confirm these requirements) To expedite our ability to process the counter notification, please use the following format:

- A physical or electronic signature.
- Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled.
- A statement under penalty of perjury that the subscriber has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled.
- Your name, address, and telephone number, and a statement that the subscriber consents to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if the subscriber's address is outside of the United States, for any judicial district in which the service provider may be found, and that the subscriber will accept service of process from the person who provided notification under subsection (c)(1)(C) or an agent of such person.

Please also note that under the DMCA, any person who knowingly materially misrepresents that material or activity is infringing or was removed or disabled by mistake or misidentification may be subject to liability. All reports and inquiries will be kept confidential, except to the extent necessary to investigate any alleged violation and enforce the terms and conditions of these Terms of Service. These Terms of Service are not legal advice, and before sending either a copyright infringement notification or counter notification, you may wish to contact a lawyer to better understand your rights and obligations under the DMCA and other applicable laws. The following notice requirements are intended to comply with our rights and obligations under the DMCA and do not constitute legal advice. Where applicable, we will comply with the procedures outlined in the DMCA.

## **12. Indemnification**

You agree to defend, indemnify and hold harmless SnapTrakker and its employees, officers and directors from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from: your breach of these Terms of Service, your breach of representations and warranties made in these Terms of Service, your violation of any other person's intellectual property, your conduct (including but not limited to violations of the law), and your use of the Services. The Customer specifically agrees to defend, indemnify and hold harmless SnapTrakker and its employees, officers and directors from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from the actions or inactions of Customer and its Account Administrators, Management Console Operators, and Individuals.

## **13. Disclaimers and Warranties**

### **1. Release and Limitations of Liability**

You agree to release SnapTrakker and our employees, directors and officers from any claims, demands and damages (actual, consequential, direct and indirect) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed,

arising out of or in any way connected with these Terms of Service and/or your use of the Services.

IN NO EVENT SHALL WE BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INCIDENTAL AND CONSEQUENTIAL DAMAGES, LOST PROFITS, INCOME, OR DAMAGES RESULTING FROM LOST DATA, INACCURATE INFORMATION, OR BUSINESS INTERRUPTION) RESULTING FROM THE USE OR ACCESS TO, OR THE INABILITY TO USE OR ACCESS, THE SERVICES AND/OR THE CONTENT WITHIN THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT WE ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF THIS EXCLUSION OR LIMITATION OF LIABILITY IS HELD INAPPLICABLE OR UNENFORCEABLE FOR ANY REASON, THEN OUR MAXIMUM LIABILITY FOR ANY TYPE OF DAMAGES SHALL NOT EXCEED THE AMOUNT PAID BY YOU FOR THE SERVICES.

## **2. Warranties**

By entering into these Terms of Service you acknowledge and agree that we are simply providing the Services for free, or at times for a fee, and that we make no warranties of any kind relating to the Services, any data or content contained within or related to the Services, any data or content available through the Services, and documents or information available through the Services. Furthermore, nothing on or within Services shall be considered an endorsement, representation, assumption of responsibility or warranty with respect to any third party, whether in regards to their website, products, technologies, services, business practices or otherwise.

WE DO NOT WARRANT THAT OUR SERVICES, OR THE CONTENT AVAILABLE ON OR THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS, OPERATE ERROR-FREE, OR BE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL MECHANISMS.



IF YOUR USE OF SERVICES RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, YOU ACKNOWLEDGE AND AGREE THAT WE ARE NOT RESPONSIBLE FOR THOSE COSTS.

YOU ASSUME FULL RESPONSIBILITY AND RISK FOR USE OF THE SERVICES AND THE INTERNET IN GENERAL. THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTIES OF ANY KIND. SNAPTRAKKER, INC., TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF THE SERVICES, SOFTWARE, TEXT, GRAPHICS AND LINKS.

### **3. Limitation of Actions**

You acknowledge and agree that, regardless of any statute or law to the contrary, any claim or cause of action you may have arising out of, or relating to, your use of Services must be filed within one (1) year after such claim or cause of action arises, or forever be barred.

## **14. Email Notifications and Your Communications with Us Regarding Improvements to the Services**

### **1. Email Notification**

You acknowledge and agree that by providing us with your email address, you grant consent for us to send you notices related to the Services, including any notices required by law, in lieu of communication by postal mail. Therefore, you must make sure your email address listed under your "Account Information" section is current and accurate. If you do not want to receive legal notices through email messages, and prefer to receive legal notices by mail, please contact us at the address provided below. If you do not want to receive non-legal notices by email, please opt out by contacting us at [support@snaptrakker.com](mailto:support@snaptrakker.com).

## **2. Your Communications with Us Regarding Improvements to the Services**

You may contact us by email, phone, or mail at the address provided below. If you contact us, you agree that if you have ideas regarding improvements or additions to us, we would like to hear them -- but any submission will be subject to these Terms of Service. UNDER NO CIRCUMSTANCES SHALL ANY DISCLOSURE OF ANY IDEA OR RELATED MATERIALS TO US BE SUBJECT TO ANY OBLIGATION OF CONFIDENTIALITY OR EXPECTATION OF COMPENSATION. BY SUBMITTING THE IDEA AND/OR ANY RELATED MATERIAL TO US, YOU ARE WAIVING ANY AND ALL RIGHTS THAT YOU MAY HAVE IN THE IDEA OR ANY RELATED MATERIALS AND ARE REPRESENTING AND WARRANTING TO US THAT THE IDEA AND/OR RELATED MATERIALS ARE WHOLLY ORIGINAL WITH YOU, THAT NO ONE ELSE HAS ANY RIGHTS IN THE IDEA AND/OR MATERIALS AND THAT WE ARE FREE TO IMPLEMENT THE IDEA AND TO USE THE MATERIALS IF IT SO DESIRES, AS PROVIDED OR AS MODIFIED BY US, WITHOUT OBTAINING PERMISSION OR LICENSE FROM ANY THIRD PARTY.

## **15. Miscellaneous Provisions**

### **1. Use the Services at Your Own Risk**

Your use of the Services is at your sole risk. The Services are provided on an “as is” and “as available” basis.

### **2. Beta Services**

At SnapTrakker, we are constantly creating and exploring new products. Some of these features or products are still in development but show a lot of promise, so we want to give you a chance to try them out. We use several different names to refer to these products, including "early access," "alpha," "beta," "preview," etc. referred to herein as Beta Services.

These products or features usually haven't been subjected to the same reliability, availability, and security testing as other SnapTrakker products. Also, the features they contain are still changing. If one of these products doesn't delight users to the extent that

we expect it to, we may even stop offering it altogether. Because of this, we ask that you use care when deciding when and if you use one of these products.

Finally, these products are subject to some additional terms of service. The following terms apply to your use of these products:

- **Beta Services.** SnapTrakker may provide features or products that we are still testing and evaluating. These product and features are identified as alpha, beta, preview, early access, or evaluation (or words or phrases with similar meanings) at no charge to you ("Beta Services"). Notwithstanding anything to the contrary in this Agreement, the following terms apply to all Beta Services: (a) you may use or decline to use any Beta Services; (b) Beta Services may not be supported and may be changed at any time without notice to you; (c) Beta Services may not be as reliable or available as the Services; (d) Beta Services have not been subjected to the same security measures and auditing to which the Services have been subjected; and (e) SNAPTRAKKER WILL HAVE NO LIABILITY ARISING OUT OF OR IN CONNECTION WITH A BETA SERVICE—USE AT YOUR OWN RISK.

### **3. Access Outside the USA**

We make no claims that the Services are appropriate or legal to be viewed by certain persons or in certain countries. If you access the Services from outside of the United States, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction.

### **4. No Waiver and Partial Validity**

The failure of SnapTrakker to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The Terms of Service constitutes the entire agreement between you and SnapTrakker and governs your use of the Services, superseding any prior agreements between you and SnapTrakker (including, but not limited to, any prior versions of the Terms of Service). If any provision of these

Terms of Service is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of the Terms of Service, which shall remain in full force and effect. No waiver of any term of the Terms of Service shall be deemed a further or continuing waiver of such term or any other term.

## **5. Resolving Disputes**

*Let's Try To Sort Things Out First.* We want to address your concerns without needing a formal legal case. Before filing a claim against SnapTrakker, you agree to try to resolve the dispute informally by contacting support@snaptrakker.com. We'll try to resolve the dispute informally by contacting you via email. If a dispute is not resolved within 15 days of submission, you or SnapTrakker may bring a formal proceeding.

## **6. Arbitration**

You agree that any dispute related to these Terms of Service, your use of the Services, or any dispute related to your relationship to SnapTrakker or our affiliates, directors, officers, agents, shareholders, members, subsidiaries, parents, shall be submitted to binding arbitration under the rules of the Judicial Arbitration and Mediation Services (JAMS), located in Portland, Oregon.

## **7. Equitable Relief**

You understand and agree that due to the nature of these Terms of Service, in addition to money damages, we will be entitled to equitable relief upon a breach of the Terms of Service by you.

## **8. Governing Law and Jurisdiction**

These Terms of Service are governed by the laws of the State of Oregon without respect to its conflict of laws principles. Jurisdiction for any claims arising under these Terms of Service shall be exclusively brought by arbitration in Portland, Oregon.

## 9. Entire Agreement

These terms constitute SnapTrakker's entire binding Terms of Service, and supersede any and all prior understanding, statements or representations, whether electronic, oral or written, regarding SnapTrakker Inc.'s Services.

## 10. Digital Admissibility

You hereby agree that a printed version of these Terms of Service shall be admissible in judicial or administrative proceedings and is subject to the same conditions as other agreements, business documents or records originally generated, entered into, signed or maintained in printed form.

## 16. Questions and Our Contact Information

Any questions or concerns should be addressed to our support team at [support@snaptrakker.com](mailto:support@snaptrakker.com) or by mail at:

SnapTrakker, Inc.  
4885 SW Natchez St  
Tualatin, OR 97062  
U.S.A.