

Terms of Use

TrackR, Inc. (TrackR) provides its mobile application and website (Software) for the purchase and use of hardware devices. If you do not agree with any of the terms of this agreement, do not access or otherwise use this software or any information contained on this app. Your use of this software shall be deemed to be your agreement to abide by each of the terms set forth below. TrackR can change this agreement at any time by posting an updated user agreement on this software and TrackR may send registered users an email notice of the changes. If any modification is unacceptable to you, you shall cease using this app. If you do not cease using this app, you will be conclusively deemed to have accepted the changes. If you have any questions about the agreement, you may contact us at info@thetrackr.com

User Generated Content

In using the TrackR Website and App (Software), you agree to not:

Upload, download, post, email or otherwise transmit any Content that is unlawful, harmful, threatening, abusive, vulgar, harassing, defamatory, obscene, pornographic, profane, indecent, inflammatory, libelous, tortious, hateful, racially, ethnically, socially, politically, legally, morally, religiously objectionable or otherwise objectionable, or invasive of another's rights including but not limited to rights of celebrity, privacy and intellectual property. Impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity; Upload, download, post, email or otherwise transmit any Content that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party. As a guideline, you may contribute only original work that you have created yourself from original elements or use artwork that is provided for your use within the Software. This means you can't use images of celebrities or corporate products, nor images, text, or designs that you've copied from a website without written permission from the owner. You cannot create a "new" image using elements from images other people have created. You cannot contribute a quote or a slogan that is substantially the same as something already written by someone else. By uploading any Content, you represent and warrant that you have the lawful right to reproduce and distribute such Content and that the Content complies with all applicable federal, state and local laws, regulations and ordinances; Upload, download, post, email or otherwise transmit any Content that would constitute or encourage a criminal offense, illegal activity, violate the rights of any party, or that would otherwise create liability or violate any local, state, national, or international law; Upload Content that may be seen as condoning or encouraging unsafe practices that would result in the physical, mental or moral harm of children; Upload, download, post, email or otherwise transmit any material that 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; Disrupt or interfere with the

security of, or otherwise abuse, the Software, or any services, system resources, accounts, servers, or networks connected to or accessible through the Software or affiliated or linked websites; Access, tamper with or use non-public areas of the Software. Unauthorized individuals attempting to access these areas of the Software may be subject to prosecution; Disrupt or interfere with any other user's enjoyment of the Software or affiliated or linked websites; Frame the Software within another Software or webpage or link to the Software except as permitted in writing by TrackR; Incorporate images or names that would violate a person's right of privacy or publicity; Incorporate a current or former leader, politician, religious figure, convicted criminal or notorious person, or other famous person's name; Use a manual or automatic device or process to retrieve, index, "data mine" or in any way reproduce or circumvent the navigational structure or presentation of the Service; Copy, modify or distribute rights or Content from the Software, service or tools or TrackR's copyrights and trademarks; or Harvest or otherwise collect information about users, including email addresses, without their consent.

You acknowledge that TrackR does not pre-screen submitted Content, but that TrackR and its designees shall have the right (but not the obligation) in their sole discretion to reject or remove any Content that is available via the Software. Upon placing your order, you acknowledge that TrackR may review your order, and the Content it contains, for adherence to our guidelines and compliance with the terms and conditions set forth in this Agreement. TrackR does not endorse any Content submitted to the Software by any user or other licensor, or any opinion, recommendation, or advice expressed therein, and TrackR expressly disclaims any and all liability in connection with Content. Without limiting the foregoing, TrackR and its designees shall have the right to remove, without prior notice, any Content that violates the Agreement or is otherwise objectionable to TrackR. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. You acknowledge and agree that you are responsible for the creation and compilation of your Content, and that neither TrackR nor any other party involved with the production of any product incorporating such Content assumes that responsibility. TrackR's production of any product depicting your Content does not indicate that TrackR approves of the Content, that the Content obeys all applicable laws, or that you are absolved of any liability or harm arising from the use of the Content. You acknowledge and agree that TrackR may preserve or store your Content and may also disclose Content if required to do so by law or in the good faith belief that such preservation, storage or disclosure is reasonably necessary and as set forth in our Privacy Policy. You understand that the technical processing and operation of the Software, including your Content, may involve (i) transmissions over various networks; and (ii) changes to conform and adapt to technical requirements of connection networks or devices. You agree to waive any claims against TrackR and its affiliates, contractors, agents and employees for losses, damages and injuries which are based on or relate to communications, Content or materials on the Software. You agree to indemnify TrackR and its affiliates from all claims and expenses, including reasonable attorney's fees, which claims are based on or arise from your violation of any of the provisions of this Agreement.

You agree that you will use this Software and any products and TrackR Custom Stamps, ordered on this Software in accordance with all applicable United States federal, state and local laws, statutes, regulations and ordinances and will not take any action that harms or violates the rights of any person or entity.

Trademarks and Copyrights

TrackR's trademarks, trade dress and product images may not be used in connection with any product or service that does not belong to TrackR, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits TrackR. All other trademarks not owned by TrackR that appear on this Software are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by TrackR.

Proprietary Rights

You acknowledge and agree that any Content, including but not limited to text, data, photos, graphics, etc. Or other material contained or distributed on or through the Software, by TrackR, its advertisers or other third parties, is protected by trademarks, service marks, patents, copyrights, or other proprietary rights and laws. You may not use or distribute any Content received through the Software without the authorization of TrackR or the Content owner. You agree not to publish, reproduce, copy, in whole or in part, nor upload, download, post, email, sell, or otherwise distribute Content available through the Software, in violation of applicable copyright and other intellectual property laws. You retain all ownership rights to your Content submitted to the Software. By submitting Content to TrackR, you grant TrackR a nonexclusive, worldwide, transferable license to use, copy, reproduce, modify, publicly display, and distribute your Content. You acknowledge and agree that the Software and any software provided to you or used in connection with the Software contains proprietary and confidential information that is protected by applicable intellectual property and other laws.

Intellectual Property Policy

TrackR respects the intellectual property rights of others. We ask our users to do the same. TrackR may terminate the accounts of users who infringe, or may infringe, the copyright or other intellectual property rights of others. If you believe that your Content has been copied in a way that constitutes copyright and/or trademark infringement, please notify TrackR's Copyright Agent, and provide the following information ("Notice"): An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright/trademark interest; A description of the copyrighted work and/or trademark claimed to have been infringed; A description of where the claimed infringing Content is located on our Software; Your address, telephone number, and email address; A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright/trademark owner, its agent, or the law; A statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are authorized to act on behalf of the owner of the copyright/trademark interest involved. Please note that this procedure is

exclusively for notifying TrackR that your trademark or copyrighted material has been infringed. TrackR's Copyright Agent can be reached at: copyright@thetrackr.com.

Warranty

You represent and warrant that you are the owner of the content which you submit and that the content does not infringe upon the property rights, intellectual property rights (copyrights and trademarks) or other rights of others. You also represent that there are no outstanding disputes in connection with the property rights, intellectual property rights or other rights in the content or any parts of the content. You hereby represent and warrant to us that this agreement has been duly and validly executed and delivered by you and constitutes your legal, valid and binding obligation, enforceable against you in accordance with its terms; and that the execution, delivery and performance by you of this agreement are within your legal capacity and power; have been duly authorized by all requisite action on your part; require the approval or consent of no other persons; and neither violate nor constitute a default under the (i) provision of any law, rule, regulation, order, judgment or decree to which you are subject or which is binding upon you, or (ii) the terms of any other agreement, document or instrument applicable to you or binding upon you.

Indemnity

You agree to defend, indemnify and hold TrackR and TrackR's officers, directors, employees, agents and licensors harmless from all judgments, awards, losses, liabilities, costs and expenses, including but not limited to reasonable attorney's fees, expert witness fees, and costs of litigation arising out of or based on (a) Content you submit, post to or transmit through the Software, (b) your use of the Software, (c) your connection to the Software, (d) your violation of the Agreement or (e) your violation of any rights of a third party.

No Resale

Other than as expressly provided under these terms, you agree not to reproduce, duplicate, copy, sell, resell or exploit for other commercial purposes, any portion of the Software, without TrackR's express written consent.

Termination

You agree that TrackR, in its sole discretion, may terminate this agreement including but not limited to termination of your account (or any part thereof) or use of the Software, and remove and discard any Content you may have contributed to the Software, at any time for any reason or no reason. TrackR may also in its sole discretion and at any time discontinue providing the Software, or any part thereof, with or without notice. You agree that any termination of your access to the Software under any provision of this Agreement may be effected without prior notice, and acknowledge and agree that TrackR may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files of the Software. Further, you agree that TrackR shall not be liable to you or any third-party for any termination of your access to the Software.

Should you object to any terms and conditions of the Agreement or become dissatisfied with the Software in any way, your only recourse is to immediately discontinue your use of the Software and/or terminate your account. Any termination of this Agreement shall not affect the respective rights and obligations (including without limitation, payment obligations) of the parties arising before the date of termination.

Public Reputation

You acknowledge and agree that you will not use any Product ordered from the Software in a way that would be damaging to TrackR's public reputation or that of its employees, board members, shareholders, licensors, or solution partners. Additionally, you acknowledge that if you choose to display any product ordered from TrackR, in a public setting, including on the Internet, in a way which disparages TrackR, TrackR's board members, employees, shareholders or partners, TrackR reserves the right to demand immediate return of the product, to furthermore pursue all recourses and remedies available under the law.

Pricing, Shipping, and Terms of Sale

Prices for products are described on the Software and are incorporated into this Agreement by reference. Prices and products may change at TrackR's discretion. TrackR may offer promotional discounts from time-to-time. You must agree to the terms of the promotion in order to be given the discount. You agree not to use more than one discount per item, unless such use is expressly permitted by TrackR. Title and risk of loss for all products ordered by you shall pass to you on TrackR's shipment to the shipping carrier. Purchases are custom made just for you, and therefore we cannot accept returned merchandise providing TrackR has delivered the correct product you ordered, within a reasonable amount of time. We will strive to offer the highest level of customer service and satisfaction. TrackR reserves the right to cancel any order for any product that for any reason, including orders that may violate the intellectual property rights of a third party and will notify the purchaser that the order has been canceled.

International Access

This Software may be accessed from countries other than the United States. This Software may contain products or references to products that are not available outside of the United States. Any such references do not imply that such products will be made available outside the United States. If you access and use this Software outside the United States you are responsible for complying with your local laws and regulations. Correction of Errors and Inaccuracies The information and product listings on this Software may contain typographical errors or inaccuracies and may not be complete or current. We therefore reserve the right to correct any errors, inaccuracies or omissions and to change or update information at any time without prior notice (including after you have submitted your order). Please note that such errors, inaccuracies or omissions may relate to product description, pricing and availability. We also reserve the right to limit or restrict quantities of products (including after you have submitted your order) for any reason, including, without limitation, if the product violates any terms of this Agreement. In the event a product is listed at an

incorrect price or with incorrect information due to typographical error or error in pricing or product information received from our partners, we reserve the right to refuse or cancel any orders placed for products listed at the incorrect price. We shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and you have been charged for the sale. If you have already been charged for the purchase and your order is canceled, we shall immediately issue a credit to your credit card account or refund the amount in the manner in which the purchase was made by you. If we have overcharged for any product, we will issue a refund to you for the difference between what you were charged and the correct price of the relevant product.

Reviews, Comments and Submissions

Except as otherwise provided elsewhere in this Agreement or on the Software, anything that you submit or post to the Software and/or provide us, including without limitation, photos, videos, ideas, know-how, techniques, questions, reviews, comments, and suggestions (collectively, "Submissions") is and will be treated as nonconfidential and nonproprietary, and we shall have the royalty-free, worldwide, perpetual, irrevocable and transferable right to use, copy, distribute, display, publish, perform, sell, lease, transmit, adapt, create derivative works from such Submissions by any means and in any form, and to translate, modify, reverse-engineer, disassemble, or decompile such Submissions. All Submissions shall automatically become our sole and exclusive property and shall not be returned to you. In addition to the rights applicable to any Submission, when you post comments or reviews to the Software, you also grant us the right to use the name that you submit with any review, comment, or other Content, if any, in connection with such review, comment, or other content. You represent and warrant that you own or otherwise control all of the rights to the reviews, comments and other Content that you post on this Software and that use of your reviews, comments, or other Content by us will not infringe upon or violate the rights of any third party. You shall not use a false e-mail address, pretend to be someone other than yourself or otherwise mislead us or third parties as to the origin of any Submissions or Content. We may, but shall not be obligated to, remove or edit any Submissions (including comments or reviews) for any reason.

Disclaimer of warranties

Your use of the Software is at your sole risk. This software and the information, services, products, programs and materials available through it are provided on an "as is" and "as available" basis. To the fullest extent permissible pursuant to applicable law, TrackR and its affiliates expressly disclaim all warranties of any kind whether express or implied, including but not limited to any warranties of title, or implied warranties of merchantability, fitness for a particular purpose and non-infringement. TrackR does not make any warranty that (a) the software or its content will meet your requirements, or (b) that the software or service will be uninterrupted, timely, secure, or error free, or (c) the quality of any products, services, information, or other material purchased or obtained by you through the software will meet your expectations, or (d) that defects, if any, will be corrected, or (e) any unauthorized access to or use of our secure servers and/or any and all personal information and/or

financial information stored therein, or (g) any bugs, viruses, trojan horses, or the like which may be transmitted to or through our services by any third party. You agree that TrackR shall have no responsibility for any damages suffered by you in connection with the software or any content contained therein. You expressly agree that use of this app, including all content, data or software distributed by, downloaded or accessed from or through this app, is at your sole risk. You understand and agree that you will be solely responsible for any damage to your business, your computer system or loss of data that results from the download of such content, data and/or software. You acknowledge that TrackR does not control or endorse in any respect any information, products, or services offered by third parties on or through this app. Except as otherwise agreed in writing, TrackR and its affiliates assume no responsibility for and make no warranty or representation as to the accuracy, currency, completeness, reliability or usefulness of content or products distributed or made available by third parties through this app. You acknowledge that TrackR makes no warranty or representation that confidentiality of information transmitted through this software will be maintained. No advice or information, whether oral or written, obtained by you from TrackR or through or from the software shall create any warranty not expressly stated in the agreement. As with the purchase of a product or service through any medium or in any environment, you should use your best judgment and exercise caution where appropriate.

Limitation of liability

Under no circumstances including, without limitation, its own negligence, shall TrackR or its parents, subsidiaries, officers, employees, affiliates, directors, agents, suppliers, or any other party involved in creating, producing, transmitting, or distributing TrackR or related services be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to damages for loss of profits, goodwill, use, data or other intangible losses (even if TrackR has been advised of the possibility of such damages), resulting from: (a) the use or inability to use the app; (b) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the app; (c) unauthorized access to or alteration of your transmissions or data; (d) statements or conduct of any third party on the software or (e) any other matter relating to the app. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so some of the above may not apply to you. In such jurisdictions, liability is limited to the fullest extent permitted by law. You specifically acknowledge that TrackR shall not be liable for content or the defamatory, offensive, or illegal conduct of any third party and that the risk of harm or damage from the foregoing rests entirely with you.

Promotions

In addition to the terms and conditions in this Agreement, any contests, sweepstakes, surveys, games or similar promotions (collectively, "Promotions") made available through the Software may be governed by specific rules that are separate from this Agreement. By

participating in any such Promotion, you will become subject to those rules, which may vary from the terms and conditions in this Agreement. We ask you to please review any specific rules applicable to a particular Promotion, which will be linked from such Promotion, and to review our Privacy Policy which, in addition to this Agreement, governs any information you submit in connection with such activities. To the extent that the terms and conditions of such rules conflict with this Agreement, the terms and conditions of such program/promotion shall control.

Dispute Resolution and Release

These terms and conditions and your relationship with TrackR shall be governed by and construed in accordance with the laws of the state of California, without resort to its conflict of law provisions. Any dispute relating in any way to your visit to the Software or to the products you purchase through the Software shall be submitted to confidential binding arbitration in the City of Oakland, California for the maximum judgment enforceable, except that to the extent you have in any manner violated or threatened to violate our intellectual property rights, we may seek injunctive or other appropriate relief in any state or federal court in the State of California. You hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to venue and jurisdiction in the state and federal courts of California. Arbitration under this Agreement shall be conducted pursuant to the existing Commercial Arbitration Rules at the American Arbitration Association. The arbitrator's award shall be final and binding and may be entered as a judgment in any court of competent jurisdiction. We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim is initiated in court rather than in arbitration we each waive any right to a jury trial. You and TrackR agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Alameda, California.

Severability

If any provision of this Agreement is invalid, illegal or unenforceable under any applicable statute or rule of law, such provision shall be deemed amended to achieve as nearly as possible the same economic effect as the original provision and the remaining provisions of this Agreement shall in no way be affected or impaired.

General

No agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by this Agreement. TrackR may assign its rights and responsibilities hereunder without notice to you. These terms and conditions will inure to the benefit of TrackR's successors, assigns and licensees. Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof. The failure of a party to exercise or enforce any right or provision of this Agreement will not constitute a waiver of the right or provision. This Agreement supersedes all other communications, written or oral, with regard to the subject

matter herein, the Software and services provided by TrackR. These terms and conditions may not be modified by you. The following Sections survive any termination of this Agreement: Intellectual Property Policy, Proprietary Rights, Pricing, Shipping and Terms of Sale, Disclaimer of Warranties, Limitation of Liability, Indemnity, Release and General. TrackR will attempt to notify you when major changes are made to this User Agreement. TrackR may, in its sole discretion, modify or revise these Terms and the associated policies at any time, and you agree to be bound by such modifications or revisions. Nothing in this User Agreement shall be deemed to confer any third-party rights or benefits. TrackR does not guarantee continuous, uninterrupted access to the Software, and operation of the Software may be interfered with by numerous factors outside TrackR's control. You agree that TrackR is a platform and as such is not responsible or liable for any Content. You use the Software at your own risk.

Device with custom images printed may not be returned for financial exchange. Devices with custom images may be exchanged within 30 days for non printed devices.

Our address

Please send any questions or comments (including all inquiries unrelated to copyright infringement) regarding this Software to: TrackR, Inc 19 W Carrillo St. Santa Barbara, CA 93101.