

MOBILE APPLICATION TERMS & CONDITIONS

BY USING THIS PUSHTRACKER SOFTWARE APPLICATION (THE “APPLICATION”), YOU (THE “USER”) ACCEPT THESE TERMS OF USE (“TERMS”). THESE TERMS CONSTITUTE A BINDING AGREEMENT, GOVERNING USE OF THE APPLICATION, BETWEEN USER AND MAX MOBILITY, LLC AND AFFILIATED COMPANIES. BY DOWNLOADING, INSTALLING, OR USING THE APPLICATION, USER ACKNOWLEDGES AND AGREES TO BE BOUND BY THESE TERMS. SHOULD USER NOT ACKNOWLEDGE AND AGREE TO THESE TERMS, USER MUST IMMEDIATELY UNINSTALL THIS APPLICATION AND DISCONTINUE ITS USE. CONTINUED USE OF THE APPLICATION SIGNIFIES YOUR CONTINUED ACCEPTANCE OF THESE TERMS AND ANY CHANGES TO THEM.

Age Restriction

Users between the ages of thirteen (13) and eighteen (18) must review these Terms with a parent or legal guardian to ensure the parent or legal guardian acknowledge and agree to these Terms. Should User’s parent or legal guardian not acknowledge and agree to these Terms, User must immediately uninstall this Application and discontinue its use.

Incorporation of Related Terms

These Terms incorporate and supplement the Apple, Inc. (“Apple”) Terms and Conditions, including without limitation the Licensed Application End User Agreement therein (“Apple Terms”). In addition, these Terms incorporate and supplement the other terms, conditions, and policies of MAX Mobility, including without limitation the following related terms, conditions, and other policies and terms of which may be changed from time-to-time:

- MAX Mobility Terms & Conditions
- MAX Mobility Privacy Policy
- Mobile Application Privacy Policy

Should any provisions in the terms, conditions, or other policies listed above conflict with these Terms, these Terms will control, solely to the extent such provisions apply to the Application.

End-User License

Subject to these Terms, MAX Mobility, LLC grants the User a personal, non-exclusive, non-transferable, non-sublicensable, limited and revocable license to use the Application for personal use only on an Android phone or tablet, Apple iPhone, iPad, or iPod Touch (“Device”) owned or controlled by User as permitted by the Usage Rules contained in the Apple Terms and in accordance with these Terms (“User License”). This Agreement and User License also governs any updates to, or supplements or replacements for, this Application unless separate terms

accompany such updates, supplements or replacements, in which case the separate terms will apply. Any use of the Application in any other manner, including, without limitation, resale, reverse-engineering, disassembling, redistribution, transfer, modification or distribution of the Application or text, pictures, music, barcodes, video, data, hyperlinks, displays, and other content associated with the Application (“Content”) is prohibited. You may not rent, lease, lend, sell, transfer, redistribute or sublicense the Application. If you sell or transfer ownership of your Device to a third party, you must remove the Application before doing so. You may not copy (except as expressly permitted by this Agreement), decompile, reverse-engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Application, any updates, or any part thereof (except as and only to the extent that any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by licensing terms governing use of any open-sourced components included with the Application). If you breach any of these restrictions, you may be subject to prosecution and damages. This Agreement and User License also governs any updates or upgrades to, or supplements or replacements for, this Application unless separate terms accompany such updates, supplements or replacements, in which case the separate terms will apply.

The license is effective until terminated by you or MAX Mobility, with or without written notice. Your rights under the User License will terminate automatically without notice from MAX Mobility if you fail to comply with any Terms or terms of the User License. Upon termination of the license, you shall cease all use of the Application and destroy all copies, full or partial, of the Application.

User Information

Application features, such as locators, feedback, account management, and interaction with social media sites, may use, maintain, or transmit User’s personal information, including, without limitation, user names, passwords, proper names, email address, address, location, financial information (including credit card information), sex, personal characteristics / information, GPS location information, and information for and from third-party social-media accounts (collectively “User Information”). By acknowledging and agreeing to this Agreement, or by using the Application, User consents to the transmission of User Information to MAX Mobility, including its agents and third-party partners, and consents to MAX Mobility, including its agents and third-party partners, receiving, collecting, storing, processing, transmitting, and using User Information for Application functionality and for the purposes disclosed in one or more of the MAX Mobility Privacy Policies identified in this Agreement.

The User is, however, solely responsible for the confidentiality and security of User Information sent from or stored on the Device by the Application. The User is also solely responsible for all transactions and activities undertaken by anyone or anything registered in the User’s name, whether authorized or unauthorized. The User agrees to immediately notify MAX Mobility of any suspected unauthorized transactions or activity associated with the Application or any other breach of security. MAX Mobility shall not be responsible for any losses arising from the financial loss or theft of User Information due to unauthorized or fraudulent transactions or activity related to the Application. Users shall be solely responsible for taking precautionary

steps to protect User Information stored on the Device, including without limitation password-protecting the Device and employing all available Device security features.

You agree that MAX Mobility, its service providers and / or others involved in creating or providing the Application may collect and use technical data and related information that is gathered periodically to facilitate the provision of software updates, product support, and other services to you (if any) related to the Application. MAX Mobility, its service providers, and / or others involved in creating or providing the Application may use this information, as long as it is in a form that does not personally identify you, to improve the Application or to provide services or technologies to you.

External Services and Third-Party Materials

The Application may enable access to MAX Mobility or third-party services and websites (collectively and individually, “External Services”). Use of the External Services requires Internet access and may require you to accept additional terms. Certain External Services may display, include or make available content, data, information, applications or materials from third parties (“Third Party Materials”) or provide links to certain third party web sites. By using the External Services, you acknowledge and agree that neither MAX Mobility, nor its agents or those involved in creating or providing the Application, is responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third Party Materials or web sites. Neither MAX Mobility, nor its agents or those involved in creating or providing the Application, warrants or endorses and does not assume and will not have any liability or responsibility to you or any other person for any third-party services, Third Party Materials or web sites, or for any other materials, products, or services of third parties. Third Party Materials and links to other web sites are provided solely as a convenience to you. You agree to use the External Services at your sole risk and neither MAX Mobility, nor its agents or those involved in creating or providing the Application, shall have any liability to you for content that may be found to be offensive, indecent, or objectionable. MAX Mobility reserves the right to change, suspend, remove, or disable access to any External Services at any time without notice. In no event will MAX Mobility be liable for the removal of or disabling of access to any such External Services. MAX Mobility may also impose limits on the use of or access to certain External Services, in any case and without notice or liability.

You agree that the External Services contain proprietary content, information and material that is owned by their respective owners, and is protected by applicable intellectual property and other laws, including but not limited to copyright, and that you will not use such proprietary content, information or materials in any way whatsoever except for permitted use of the External Services, or in any manner that is inconsistent with the terms of this Agreement or that infringes any intellectual property rights of a third party or MAX Mobility. No portion of the External Services may be reproduced in any form or by any means, except as permitted by the respective owner of the External Services. You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the External Services, in any manner, and you shall not exploit the External Services in any unauthorized way whatsoever, including but not limited to, using the

External Services to transmit any software viruses, worms, trojan horses or other malware, or by trespass or burdening network capacity. You further agree not to use the External Services in any manner to harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any other party, and that neither MAX Mobility, nor its agents or those involved in creating or providing the Application, is in any way responsible for any such use by you, nor for any harassing, threatening, defamatory, offensive, infringing or illegal messages or transmissions that you may receive as a result of using any of the External Services.

Prohibited Uses

Use of the Application is limited to the contemplated functionality. The Application shall not be used in any way that,

1. harasses, abuses, stalks, threatens, defames, or otherwise infringes or violates the rights of any other party (including but not limited to rights of publicity or other proprietary rights);
2. is unlawful, fraudulent, or deceptive;
3. uses technology or other means to access unauthorized content or non-public spaces;
4. uses or launches any automated system or process, including without limitation, “bots,” “spiders,” or “crawlers,” to access unauthorized content or non-public spaces;
5. attempts to introduce viruses or any other harmful computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
6. attempts to damage, disable, overburden, or impair MAX Mobility manufactured devices, servers or networks;
7. attempts to gain unauthorized access to a MAX Mobility computer network;
8. attempts to gain unauthorized access to MAX Mobility user accounts;
9. encourages conduct that would constitute a criminal offense, or that gives rise to civil liability;
10. violates these Terms in any manner; or
11. fails to comply with applicable third-party terms and conditions or other third-party policies (collectively “Acceptable Use”).

MAX Mobility reserves the right, in its sole discretion, to terminate any User License, remove Content, assist law enforcement in the prosecution of criminal liability, or assert a civil or criminal legal action with respect to Content or use of the Application, including any MAX Mobility manufactured device, that MAX Mobility reasonably believes is or might be in violation of these Terms, but failure or delay in taking such actions does not constitute a waiver of its rights to enforce these Terms.

User-Generated Content

The User may generate content, written or otherwise, while using the Application (“User-Generated Content”). User acknowledges and agrees that User-Generated Content may be used, reproduced, displayed, modified, deleted, added too, adapted, and published by MAX Mobility

(for example, in product marketing campaigns). User grants MAX Mobility and its successors a worldwide; irrevocable; transferrable; sublicensable; fully-paid and royalty-free; and non-exclusive license to use, reproduce, display, modify, delete from, add to, adapt, publish, and prepare derivative works from the User-Generated Information. User further acknowledges and agrees that the User, and the User alone, is responsible for the development of User-Generated Content.

Indemnification

User agrees to indemnify and hold harmless MAX Mobility, including its agents, affiliated companies, employees, contractors, directors, and officers, and anyone involved in creating or providing the Application, from all claims or causes of action, liabilities, damages, costs, fines, penalties, and expenses (including attorneys' fees) occurring from or related to the use or misuse of the Application, violation of these Terms, or violations of any rights of a third party, or any allegation thereof. MAX Mobility reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by the User, in which event the User will cooperate in asserting any available defenses.

No Warranties

MAX MOBILITY IS PROVIDING THE APPLICATION AND CONTENT TO THE USER "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTIES OR REPRESENTATIONS, EXPRESSED OR IMPLIED. THE USER IS USING THE APPLICATION AT HIS OR HER OWN RISK. TO THE FULLEST EXTENT ALLOWABLE UNDER APPLICABLE LAW, MAX MOBILITY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES THAT THE APPLICATION IS MERCHANTABILITY, RELIABLE, ACCURATE, FIT FOR A PARTICULAR PURPOSE OR NEED, NON-INFRINGEMENT OR FREE OF DEFECTS OR ABLE TO OPERATE ON AN UNINTERRUPTED BASIS, OR THAT THE USE OF THE APPLICATION BY THE USER IS IN COMPLIANCE WITH LAWS, OR THAT USER INFORMATION TRANSMITTED IN CONNECTION WITH THE APPLICATION WILL BE SUCCESSFULLY, ACCURATELY OR SECURELY TRANSMITTED.

No Liability

TO THE FULLEST EXTENT ALLOWABLE UNDER APPLICABLE LAW, IN NO EVENT SHALL MAX MOBILITY OR ITS AGENTS OR ANYONE INVOLVED IN CREATING OR PROVIDING THIS APPLICATION OR CONTENT (A) BE LIABLE TO THE USER WITH RESPECT TO USE OF THE APPLICATION; AND / OR (B) BE LIABLE TO THE USER FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR OTHER DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, LOST PROFITS, LOSS, THEFT OR CORRUPTION OF USER INFORMATION, THE INABILITY TO USE THE APPLICATION,

OR DEVICE FAILURE OR MALFUNCTION. THE USER'S SOLE REMEDY IS TO CEASE USE OF THE APPLICATION. MAX MOBILITY, ITS AGENTS AND ANYONE INVOLVED IN CREATING OR PROVIDING THIS APPLICATION OR CONTENT SHALL NOT BE LIABLE EVEN IF ANY OF THEM OR ANY AUTHORIZED REPRESENTATIVE OF THEM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES OR INJURY CAUSED BY APPLICATION ERROR, OMISSION, INTERRUPTION, DEFECT, FAILURE OF PERFORMANCE, UNAUTHORIZED USE, DELAY IN OPERATION OR TRANSMISSION, LINE FAILURE, SOFTWARE VIRUS, WORM, TROJAN HORSE OR OTHER HARM.

In the event that applicable law does not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental, consequential or other damages, in no event shall MAX Mobility, its agents or anyone involved in creating or providing this Application or Content be liable for damages, losses, and / or causes of action exceeding the amount, if any, paid by User for use of the Application or \$100, whichever is less.

Intellectual Property

MAX Mobility logo, and other MAX Mobility trademarks, service marks, graphics and logos used in connection with the Application are trademarks or registered trademarks of MAX Mobility or other companies of MAX Mobility (collectively "MAX Marks"). Other trademarks, service marks, graphics and logos used in connection with the Application are the trademarks of their respective owners (collectively "Third-Party Marks"). The MAX Marks and Third-Party Marks may not be copied, imitated or used, in whole or in part, without the prior written permission of MAX Mobility or the applicable trademark holder. The Application and the Content are protected by copyright, trademark, patent, trade secret, international treaties, laws and other proprietary rights, and also may have security components that protect digital information only as authorized by MAX Mobility or the owner of the Content.

Choice of Law, Jurisdiction

These Terms are governed by the laws of the State of Tennessee, United States of America, without regard to Tennessee's conflict of laws rules. The User irrevocably consents to the exclusive jurisdiction of the state courts in Davidson County, Tennessee, United States of America and the federal courts in the United States District Court for the Middle District of Tennessee, Tennessee, United States of America, for purposes of any legal action arising out of or related to the use of the Application or these Terms.

Severability

If any of these Terms shall be deemed invalid, void, or for any reason unenforceable, those terms shall be deemed severable and shall not affect the validity and enforceability of any remaining

terms. Failure of MAX Mobility to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision in that or any other instance.

Modification of these Terms

MAX Mobility reserves the right to change or modify these Terms or any other MAX Mobility terms, conditions, or policies related to use of the Application (including those identified in this agreement) at any time and at its sole discretion by posting revisions on the MAX Mobility website (<http://www.max-mobility.com>) or within this Application. Continued use of the Application following the posting of these changes or modifications will constitute the User's acknowledgement and agreement to such changes or modifications. Only a specific, written waiver signed by an authorized representative of MAX Mobility shall have any legal effect as a waiver by MAX Mobility of any Terms of this Agreement.

Third Party Beneficiary

User agrees that MAX Mobility's service providers, licensors, or others involved in creating or providing the Application are third party beneficiaries to this End-User Agreement and may rely upon the provisions of this End-User Agreement, including but not limited to, the provisions concerning Indemnification, No Warranties, and No Liability.

Contact Us

If you have any questions regarding policy, terms and conditions while using the Application, or have questions about our practices, please contact us via email at support@max-mobility.com.