

GOTSAFETY TERMS OF USE AND LICENSE AGREEMENT

Last Revised November 15, 2016

The following “Terms of Use and License Agreement” (hereinafter “Agreement”) describes the terms and conditions of your use of the services of GotSafety, LLC and governs your use of the software and services provided by Gotsafety, LLC and gotsafety.com (“Site”). This is a legal agreement between you and GotSafety. By using the Site and GotSafety’s services, you signify your acceptance of this Agreement. If you do not agree to this Agreement, please do not use this Site or GotSafety’s services. Any offer provided by us is conditioned upon your acceptance of this Agreement. By using this Site, you represent that you lawfully consent to U.S. jurisdiction for all purposes on our Site as if a resident of the U.S., and have the right, authority and capacity to enter into this Agreement.

Limited License

You are hereby granted a non-exclusive, non-transferable, limited license to access and use the information and services provided on the Site (“Services”). You agree not to reproduce, duplicate, copy, sell, resell or exploit access to the Site and/or Services, use of the Site and/or Services, or any portion of the Site and/or Services. You agree not to modify, reverse engineer, adapt or otherwise tamper with the Services or modify another website so as to falsely imply that it is associated with the Services, GotSafety or any other software, app or service provided by GotSafety. Except for the non-exclusive license granted pursuant to this Agreement, you acknowledge and agree that all ownership, license, intellectual property and other rights and interests in and to the Services shall remain solely with GotSafety.

GotSafety may revise this Agreement at any time by updating this page without notice. All modified terms and conditions shall take effect immediately after posting to the Site. It is your responsibility to periodically visit this page to review the most current version of this Agreement as any changes will be binding on you. This Agreement may not be modified, amended, and/or changed by you in any manner. GotSafety agrees to provide you with a thirty-day notice of any modification that materially reduces the functionality of the Services. Your continued use of the website following such change will indicate your acceptance of the Agreement.

GotSafety reserves the right to temporarily suspend access to the Services for operational purposes, including, but not limited to, maintenance, repairs or installation of upgrades, and will endeavor to provide no less than two business days’ notice prior to any such suspension. Such notice shall be provided to you in advance through by way of notification within the Service, email or other notification method deemed appropriate by GotSafety.

GotSafety stores all information submitted to the Site (“Content”) on redundant storage servers. You may elect to replicate all Content to a third party storage service or elect to replicate all Content on your own storage device.

Access to the Services

You are only permitted to access and use the Services if you are authorized and have been provided with a unique user name and password. Your username and password shall only be used by you and shall not be shared with, or used by any other person. You agree to implement policies and procedures to prevent unauthorized use of usernames and passwords, and will promptly notify GotSafety upon suspicion that a username and/or password has been lost, stolen, compromised, or misused.

At all times, GotSafety agrees that it will use information security best practices for transmitting and storing your Content, adhering to industry standards; employ information security best practices with respect to network security techniques, including, but not limited to, firewalls, intrusion detection, and authentication protocols, vulnerability and patch management; ensure its host facilities maintain industry standards for security and privacy; and within thirty (30) days of a request, provide you with an industry standard successor report or a comparable description of its security measures.

Confidentiality

Each party agrees to treat all proprietary or confidential information as confidential and not to use or disclose such confidential information except as necessary to perform its obligations under this Agreement. GotSafety and any third party vendors and hosting partners it utilizes to provide the Services shall hold Content in strict confidence and shall not use or disclose Content except as required to perform their obligations under this Agreement or as otherwise authorized by you in writing.

Payment, Refunds and Subscription Changes

You agree to provide GotSafety with a valid credit card for payment of the applicable subscription fees. All subscription fees are exclusive of all federal, state, provincial, municipal or other taxes which you agree to pay based on where you are primarily domiciled. In addition to any fees, you may still incur charges incidental to using the Services, for example, charges for access to the internet, data roaming, and other data transmission charges. Monthly subscriptions will be charged in advance each thirty days. All charges are final and non-refundable.

No refunds or credits will be issued for partial periods of service, upgrade/downgrade refunds, or refunds for periods unused with an active subscription, including, but not limited to, instances involving your removal from the Services. There are no charges for canceling a subscription. All prices are subject to change upon notice. Any and all payments by or on account of the compensation payable under this Agreement shall be made free and clear of and without deduction or withholding for any taxes.

By entering a credit card number, you agree that our third party service providers, may store your payment card information. You expressly authorize us to charge you, where applicable, subscription fees for the Services and taxes connected with your use of the Services.

If the payment card you provide expires and you do not update your payment card information or cancel your subscription to the Services, you authorize GotSafety to suspend your account until

your billing details have been updated. After an account suspension, you agree that we may re-attempt payment processing upon receiving updated billing details.

Cancellation and Termination

You are solely responsible for canceling a subscription to the Services. You may cancel your subscription at any time. GotSafety in its sole and absolute discretion has the right to suspend or discontinue providing the Services to you without notice for actions that are in material violation of this Agreement. Following a period of no less than ninety (90) days from the cancellation or termination of a subscription, all Content associated with such subscription will be irrevocably deleted from the Services.

Limitation of Liability and Warranty Disclaimer

To the fullest extent permissible under applicable law, GotSafety presents the Site and the Services "AS IS" and without any warranty of any kind, whether express, implied, or statutory. We specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose, and non-infringement. We do not warrant that the functions contained in the Site will be uninterrupted or error-free, that defects will be corrected or that this Site or the server that makes this website available are free of viruses or other harmful components. In the event of any breach of any warranty, your exclusive remedy shall be that we shall, at our option, repair, replace, or refund the price you paid for any defective goods. We assume no liability or responsibility for any errors or omissions on the Site or with the Services; any failures, delays or interruptions in the Site's accessibility; any losses or damages arising from the use of the Site and/or Services; or any conduct by other users of the Site and/or Services. We reserve the right to deliver the Site and Services in our sole and absolute discretion. Some jurisdictions do not allow the disclaimer of implied warranties, so the foregoing may not apply to you. IN NO EVENT SHALL WE, OUR AFFILIATES, SUBSIDIARIES, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE (JOINTLY OR SEVERALLY) TO YOU FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SITE, SERVICES OR THESE TERMS, ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF DAMAGE ARISING OUT OF OR RELATING IN ANY WAY TO THE SERVICES (INCLUDING, BUT NOT LIMITED TO, ALL MATERIALS INCORPORATED THEREIN AND ALL FEATURES AND FUNCTIONALITY OF THE SERVICES) AND TOTAL LIABILITY FOR DAMAGES UNDER THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL AMOUNT PAID FOR THE SERVICES. Some states do not allow the exclusion of certain damages, so the above may not apply to you. If any authority holds any portion of this section to be unenforceable, then liability will be limited to the fullest possible extent permitted by law.

Indemnification

You agree to indemnify, defend and hold us, our shareholders, officers, directors, employees and agents harmless from and against any third-party claim or cause of action, including reasonable attorneys' fees and court costs, arising, directly or indirectly, in whole or in part, out of your use of the Site and/or Services or your violation of this Agreement, any law or the rights of any third party.

Binding Arbitration

Any controversy, dispute or claim arising out of, in connection with, or in relation to, the construction, performance, or breach of this Agreement shall be adjudicated by arbitration conducted in accordance with the existing rules for commercial arbitration of the American Arbitration Association (“AAA”). The demand for arbitration shall be delivered, in writing, to the party allegedly in breach of this Agreement. Arbitration hereunder shall be conducted by a single arbitrator selected jointly by the parties hereto. If within thirty (30) days after a demand for arbitration is made, the parties hereto are unable to agree on a single arbitrator, three arbitrators shall be appointed. Each party shall select one arbitrator and those two arbitrators shall then select within thirty (30) days a third neutral arbitrator. If the arbitrators selected by the parties cannot agree on the third arbitrator, they shall discuss the qualifications of such third arbitrator with the AAA prior to selection of such arbitrator, which selection shall be in accordance with the existing rules of the AAA. If an arbitrator cannot continue to serve, a successor to an arbitrator selected by the parties shall be also selected by the same party, and a successor to a neutral arbitrator shall be selected as specified above. A full rehearing will be held only if the neutral arbitrator is unable to continue to serve or if the remaining arbitrators unanimously agree that such a rehearing is appropriate. Any discovery in connection with arbitration hereunder shall be limited to information directly relevant to the controversy or claim in arbitration. Judgment upon any arbitration award rendered may be entered in any court of competent jurisdiction. EACH PARTY HERETO UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY SUIT, ACTION OR PROCEEDING RELATING TO THIS AGREEMENT.

Miscellaneous

You acknowledge and agree that GotSafety may use third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Site and Services.

This Agreement constitutes the entire agreement between the parties and governs the use of the Site and Services, superseding any prior agreements between GotSafety and you (including, but not limited to, any prior versions of this Agreement).

Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (which consent shall not be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety without consent of the other party in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets provided the assignee has agreed to be bound by all of the terms of this Agreement. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this section shall be void and of no effect.

This Agreement and your relationship with GotSafety shall be governed exclusively by, and will be enforced, construed, and interpreted exclusively in accordance with, the laws applicable in the State of Utah, United States of America and shall be considered to have been made and accepted in the State of Utah, United States of America, without regard to its conflict of law provisions. All disputes under this Agreement will be resolved by the courts of Utah, and you consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum. In

any action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and legal fees.

By using the Site and Services, you agree to receive electronic communications from us. You agree that any notice, agreement, disclosure or other communication that we send you electronically will satisfy any legal communication requirements, including that such communications be in writing.

The Services are controlled and operated within the United States, and are not intended to be subject to the laws or jurisdiction of any country or territory other than that of the United States. We do not represent or warrant that the Services or any part thereof are appropriate or available for use in any particular jurisdiction. Those who choose to access the Services do so on their own initiative and at their own risk, and are responsible for complying with all local laws, rules, and regulations. We may limit the Services availability, in whole or in part, to any person, geographic area or jurisdiction we choose, at any time and in our sole discretion.

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck, and the remaining provisions shall be enforced. Headings are for reference purposes only and in no way define, limit, construe or describe the extent or scope of such provision. Our failure to enforce any provision of this Agreement shall not constitute a waiver of that or any other provision.