

TERMS

You are accepting and agreeing to be bound by the terms and conditions set forth below (these “Terms”).

At any time, we may modify the Terms, in our sole discretion. If you continue to use the Services after we’ve notified you that the Terms have been modified, you are agreeing to be bound by the modified Terms. If you don’t agree to be bound by the modified Terms then you may no longer use the Services. Because our Services continue to evolve, we may change or discontinue all or any part of the Services, at any time and without notice, in our sole discretion.

License

Subject to your compliance with these Terms, Kuurv grants you a limited non-exclusive, non-transferable license to download and install a copy of our software app (the “App”) on a single mobile device that you own or control and to run such copy of the App and use our Services solely for your own personal non-commercial purposes. We reserve all rights in and to the App and Services not expressly granted to you under these Terms. You may not:

- (i) Copy, modify or create derivative works based on the App or Services;
- (ii) Distribute, transfer, sublicense, lend or rent the App to any third party;
- (iii) Reverse engineer, decompile or disassemble the App; or (iv) make the functionality of the App or Services available to multiple users through any means.

Downloading Our App

When you download our App from the Apple App Store, Google Play or other app store or app distribution platform (an “App Store”), you acknowledge and agree that:

- These Terms are concluded between us, and not with the App Store, and that we (not the App Store), are solely responsible for our App.
- The App Store has no obligation to furnish any maintenance and support services with respect to our App or handle any warranty claims.
- The App Store is not responsible for addressing any claims you have relating to our App, including product liability claims, consumer protection claims, intellectual property infringement claims, or any claim that our App fails to conform to any applicable legal or regulatory requirement.

- The App Store is a third party beneficiary of these Terms and has the right to enforce these Terms against you (as it relates to your license of our App through their App Store). You must also comply with the App Store's terms of service when using our App.

Creating an Account

In order to use our Services, you must have an account with us. By creating an account, you represent that (a) all required information you provide is truthful and accurate; (b) you are of legal age to agree to these Terms; and (c) your use of our Services does not violate any applicable law or regulation or these Terms. You are responsible for maintaining the confidentiality of your password and for any and all use of your account. You should notify us immediately if you suspect any unauthorized use of your account or access to your password. You may not:

- (a) use the account or username of any other user;
- (b) allow someone else to use your account or username; or
- (c) sell, lend, transfer, or otherwise share your account, temporarily or permanently, with someone else.

If you violate these Terms, we reserve the right to issue you a warning, suspend or even terminate your account (along with your ability to access and use the Services).

Privacy

Please refer to our Privacy Policy for information on how we collect, use and disclose information from our users.

Alerts and Notifications

As part of the Services we provide, you may (if enabled) receive push notifications, text messages, alerts, emails, or other types of messages directly sent to you outside or inside the App ("Push Messages"). You have control over the Push Messages settings, and can opt in or out of these Push Messages through the Services (with the possible exception of infrequent, important service announcements and administrative messages). Please be aware that third party messaging fees may occur for some of the Push Messages depending on the message plan you have with your wireless carrier.

Content You Provide

You are responsible for the content, such as any text, images, and other material and information, that you upload or post on or through our Services (your "Content"), and its legality, reliability, and appropriateness. You should only

upload or post Content that you create or have the right to use and publish. By uploading or posting your Content you give us the right and license to store, reproduce, modify, create derivative works of, publish, distribute, transfer, transmit, publicly display, publicly perform, and use your Content in connection with providing our Services. You agree that we can also make your Content available to other users of the Services, who may view and/or use your Content, subject to these Terms.

Enforcement

We have the right (but not the obligation) to review any or all portions of your Content and delete (or modify) any of your Content from our Services for any reason, including if we believe, in our sole judgment, your Content violates these Terms, or that we believe threatens the safety of, or harms any other person, or creates liability for us or any other person. We reserve the right (but have no obligation) to investigate and take appropriate action, including removing your Content from our Services (or modifying it), suspending or terminating your account and/or suspending or terminating the provision of our Services to you, and/or reporting you to law enforcement authorities, if you violate any provision of these Terms. In order to cooperate with governmental requests, subpoenas or court orders, to protect our systems, service providers, partners, and other users, or to ensure the integrity and operation of our business and systems, we may access and disclose any information or content we consider necessary or appropriate, including your account information (i.e. name, e-mail address, etc.), IP address and traffic information, usage history, your Content, and your conduct.

General Prohibitions

You agree not to do any of the following:

- Use the Services or Content for any commercial purpose or for the benefit of any third party or in any manner not permitted by these Terms;
- Use the Services to track the location of, or collect any personally identifiable information from, any other person without their express permission;
- Intercept or “sniff” the communication packets between the Kuurv hardware and mobile devices or attempt to reverse engineer the Kuurv Bluetooth Low Energy profile or Kuurv protocol; Access, tamper with, or use non-public areas of the Services, Kuurv’s computer systems, or the technical delivery systems of Kuurv’s providers;
- Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Services;
- Attempt to access or search the Services or Content or download Content from the Services through the use of any tool, device or mechanism

- (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by Kuurv or other generally available third party web browsers;
- Submit or transmit any Content that: (i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any person or entity; or (vii) promotes illegal or harmful activities or substances;
 - Violate any applicable law or regulation; or
 - Encourage or enable any other individual to do any of the foregoing.

Copyright Policy

It is our policy to remove, or disable access to, material that infringes any copyright on our Services after we have been notified by the copyright owner or the copyright owner's legal agent. If you believe that your work has been copied and posted on through our Services in a way that constitutes copyright infringement, please provide our copyright agent with the following information:

an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;

an identification of the copyrighted work that you claim has been infringed;

a description of where the material that you claim is infringing is located on our Services;

your address, telephone number, and e-mail address;

a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or law;

a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Notice of claims of copyright infringement should be sent to our Copyright Agent either via email at connect@kuurvtracker.com.

Third Party Links

Our Services may contain links to content or services provided by third parties ("Third Party Links"). These Third Party Links are not under our control, and we are not responsible for their content, services, performance, operation, availability, business practices or policies. We are providing these Third Party Links to you only as a convenience but we do not imply any endorsement or recommendation of their content or services, or of any association of us with such third parties. If you access any of these Third Party Links, you do this entirely at your own risk and any charges or obligations you incur in your dealings with these third parties, are your responsibility. The websites available through the Third Party Links are subject to their own terms and policies, including privacy and data gathering practices.

Ownership

You acknowledge that all intellectual property rights in our Products, App and Services, including the underlying software and technology and the information and content available on our Services, are owned by us and our suppliers (including other users), and are protected by law throughout the world. If you provide any suggestions, ideas, feedback, or recommendations to us regarding our Products, App or Services ("Feedback"), we may use this Feedback for any purpose and without any obligation to you. By providing us with Feedback, you give us a worldwide, perpetual, irrevocable, fully-paid and royalty-free license to use and exploit in any manner any and all Feedback.

Termination

You can terminate your account at any time by deactivating your account or by providing notice of termination to us. We reserve the right to terminate or suspend your account or your access to any or all portions of the Services at any time, for any reason, including your violation or breach of any provision in these Terms. Upon termination, all rights and licenses granted to you in these Terms immediately end. If your account or access to our Services is terminated or suspended because you violated these Terms, you will not be entitled to any refund of any fees or payments and you will have no further right to access any of the foregoing or your account.

Kuurv Hardware Limited Warranty

Kuurv warrants that your Kuurv hardware product ("the Product") will be free from defects in materials and workmanship for a period of one (1) year from the date of delivery to the original retail purchaser ("the Warranty Period"). If a defect in the Product arises within the Warranty Period, Kuurv will, at its sole option and subject to applicable laws: (a) repair or replace it with a new or refurbished product or component; or (b) refund the original purchase price upon return of the defective Product. This Warranty does not apply where the instructions for use

and activation of the Product are not complied with or where the Product is damaged as a result of abuse, accident, and modification or other causes beyond our reasonable control.

ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PRODUCTS ARE LIMITED TO THE DURATION OF THE APPLICABLE EXPRESS WARRANTY. ALL OTHER EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF NON-INFRINGEMENT, ARE DISCLAIMED. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. This warranty gives you specific legal rights, and you may also have other rights, which vary by jurisdiction.

Disclaimer of Warranty for App and Services

We will use reasonable efforts to correct any discovered defects in the App or Services. However, your access to and use of our App and Services is at your own risk. We are not responsible for the content provided by, or the conduct of, any user and you bear the entire risk of using the App and Services and any interactions with other users. Our App and Services are provided on an “AS IS” and “AS AVAILABLE” basis and we do not represent, warrant, or guarantee that the App and Services will be provided uninterrupted, error-free, virus-free, or that defects will be corrected. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES REGARDING THE APP AND SERVICES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR NON-INFRINGEMENT. If applicable law requires any warranties with respect to our App or Services, all such warranties are limited in duration to thirty (30) days from the date of your first use or the minimum duration allowed by law.

Limitation of Liability

EXCEPT TO THE EXTENT REQUIRED BY LAW, WE WILL NOT BE RESPONSIBLE FOR ANY LOST PROFITS, REVENUES, OR DATA, COST OF SUBSTITUTE GOODS OR SERVICES, OR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, RELATED TO OR ARISING OUT OF THESE TERMS OR YOUR USE OF THE PRODUCTS, APP OR SERVICE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY LAW, OUR TOTAL LIABILITY FOR ANY CLAIM RELATED TO OR ARISING OUT OF THESE TERMS OR YOUR USE OF THE PRODUCTS, APP OR SERVICE, IS LIMITED TO THE AMOUNT PAID BY YOU FOR THE PRODUCT IN THE 12 MONTHS BEFORE THE CLAIM AROSE.

Requesting a Refund

A Kuurv order is eligible for a refund if you've had it less than 30 days, and the order is returned in its original condition with original packaging. You will need to email connect@kuurvtracker.com prior to returning the order to receive the proper return instructions. Please note that partial returns are not eligible for a refund. (Example: If you ordered 4 Kuurv trackers, you must return all 4 Kuurv trackers to receive a refund.)

Note: Kuurv trackers can only refund orders placed directly through our website, www.kuurvtracker.com. If you purchased a Kuurv product through another party (such as Amazon.com or other third party sellers) please contact them for refund instructions.

Return and Refund instructions

Once you have submitted your request you will be contacted within 24 hours with instructions on how to return your order. Upon receipt, we will verify that all of the Kuurv devices in your original order are included with the return and that the Kuurv devices are in good physical condition. Once the refund has been processed a confirmation message will be sent out with information on when the refund should be expected.

Exclusions

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the above exclusions or limitations may not apply to you.

General Provisions

These Terms constitute the entire agreement between us with respect to the subject matter and supersedes any prior understandings and agreements. These Terms will be governed by and construed in accordance with the laws of the State of Florida, without regard to or application of conflicts of law rules or principles. If any part of these Terms is determined to be invalid or unenforceable by a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible and the remaining provisions of these Terms will remain in full force and effect.

Contact Us

If you have any questions, please contact us at connect@kuurvtracker.com.

Warranty & Refund Policy

Kuurv Hardware Limited Warranty

Kuurv warrants that your hardware product ("the Product") will be free from defects in materials and workmanship for a period of one (1) year from the date of delivery to the original retail purchaser ("the Warranty Period"). If a defect in the Product arises within the Warranty Period, Kuurv will, at its sole option and subject to applicable laws: (a) repair or replace it with a new or refurbished product or component; or (b) refund the original purchase price upon return of the defective Product. This Warranty does not apply to (w) Products you purchase from unauthorized resellers; (x) where the instructions for use and activation of the Product are not complied with; (y) where the Product is used with a jailbroken or rooted mobile device; or (z) where the Product is damaged as a result of abuse, accident, unauthorized modification or other causes beyond our reasonable control.

ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PRODUCTS ARE LIMITED TO THE DURATION OF THE APPLICABLE EXPRESS WARRANTY. ALL OTHER EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF NON-INFRINGEMENT, ARE DISCLAIMED. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary by jurisdiction.

Claims process: To obtain remedies under this Warranty, Kuurv must receive Consumer's claim before the end of the Warranty Period. Consumer must obtain a Product Return Form from Kuurv and return the defective Device together with proof of purchase to the address specified by Kuurv in connection with the Product Return Form. Consumer shall bear the cost of shipping the Device to Kuurv. By sending the Device, Consumer agrees to transfer ownership to Kuurv. Kuurv may not return the original Device to Consumer. Kuurv warrants that any repaired or replaced Device is covered for the remainder of the original Warranty Period. If the claim is justified based on this Warranty, Kuurv shall bear the cost of shipping the repaired or replacement Device to the Consumer. Any product returned to Kuurv without a valid warranty claim or without a Product Return Form may be rejected, returned at sender's cost (subject to prepayment) or disposed of in Kuurv's sole discretion.

To obtain a Product Return Form from Kuurv, please follow instructions outlined below.

Kuurv Refund Policy

The original retail purchaser of the Product may return all Kuurv purchased in the original transaction, in their original condition, with the original receipt and packaging, within 10 days of the date of delivery to the original retail purchaser

and Kuurv will exchange it or provide a full refund back to the original form of payment for the original purchase price. Please note that this policy applies only to Products you purchase directly from Kuurv. This is in addition to your legal rights and your rights under the Kuurv hardware one (1) year warranty referred to above.

All returns must be authorized. To authorize a return, please follow instructions outlined below.

Return Instruction:

Please email us at connect@kuurvtracker.com with your name, shipping address, invoice details and reason for the return. We will provide you with an PRF# (Product Return Form number).

You may wish to use a package-shipping service such as UPS, Federal Express or the United States Postal Service that is able to track shipments. Kuurv is not responsible for shipping costs associated with the return of the order. Upon receipt, we will verify that the Kuurv devices are in good physical condition.

Once the return has been processed, a refund will be issued back to the original form of payment.