



iMobiTrax End User License Agreement

1. Your Acceptance

This is an agreement ("Agreement") between IMobiTrax, LLC ("IMobiTrax"), a Missouri company, the owner and operator of www.imobitrax.com (the "Site") and the IMobiTrax Toolbar ("Software"), and you ("you" or "your" or "user(s)"), the person downloading or using our Software. Throughout this Agreement, the words "IMobiTrax," "us," "we," and "our," will refer to our company, IMobiTrax, LLC, our Site, IMobiTrax.com and the IMobiTrax Software.

BY CLICKING "I AGREE", DOWNLOADING OR OTHERWISE ACCESSING OUR SOFTWARE, YOU AGREE TO BE BOUND BY THIS AGREEMENT AND BY ANY TERMS OR CONDITIONS LISTED WITHIN THIS AGREEMENT. IF YOU DO NOT WISH TO BE BOUND BY THIS AGREEMENT PLEASE DO NOT ACCEPT, DOWNLOAD, ACCESS OR OTHERWISE USE OUR SOFTWARE.

You must be 18 years or older to accept this Agreement and use our Software. If you are under the age of 18, your parents must download the Software and accept this Agreement.

2. License

The Software and any associated applications, documentation or processes are owned by IMobiTrax. All content displayed through the Software is owned by us or our licensors and data providers. Based on your compliance with the terms and conditions of this Agreement, IMobiTrax grants you a non-commercial, personal, non-exclusive, limited, non-assignable, non-transferable, non-sub licensable, freely revocable license to use the Software until this Agreement is terminated. Through this license IMobiTrax grants you the right to download or access one copy of our Software on or through your compatible web browser. You acknowledge that we maintain all right, title, and interest in our Software and any associated content. We reserve the right to restrict your access to our Software without notice or liability.

3. Ownership

You are not granted any ownership rights by downloading or accessing our Software. Rather, you are granted a license to use our Software in accordance with this Agreement. Aside from the license granted within this Agreement, this Agreement creates no relationship between you and IMobiTrax. Additionally, you may not remove, modify, copy or change anything within our Software.

The design of the Software along with all IMobiTrax created text, templates, scripts, graphics, interactive features and the trademarks, service marks and logos contained therein ("Marks"), are owned by or licensed to IMobiTrax, subject to copyright and other intellectual property rights under United States , foreign laws and international conventions. The Software and any related code are patent pending and owned by or licensed to IMobiTrax, LLC. The design of any content appearing on the Software is owned by IMobiTrax or its third party licensors and data providers. IMobiTrax, its third party licensors and data providers reserve all rights not expressly granted in this Agreement.

4. Termination



This Agreement is effective until terminated. You may terminate this Agreement at any time by discontinuing your use of the Software and destroying all copies of the Software in your possession or under your control. IMobiTrax may terminate this Agreement if at our sole discretion we believe that you have violated this Agreement or if we believe it is in our best interest to do so. Upon notification of termination, you agree to destroy or return to us all copies of the Software and to certify in writing that all known copies, including backup copies, have been destroyed or returned. We are not required to provide you an explanation for our termination of this Agreement.

5. Modification and Availability of Software

We reserve the right to modify, alter, update or remove our Software from your system at any time, or demand that you do so. We may conduct such modifications to our Software for security reasons, intellectual property or other legal reasons, or various other reasons at our discretion, and we are not required to explain such modifications. For example, we may provide updates to fix security flaws, or respond to legal demands. Please note that this is a non-binding illustration of how we might exercise our rights under this section, and nothing in this section obligates us to take measures to update the Software for security, legal or other purposes. We may also decline to make any modifications and updates to our Software at our discretion. Please be aware that any modifications or updates maybe automatically downloaded without any notification to you.

We do not guarantee that the Software will always be available, function or be accessible at any particular time. We cannot guarantee that the Software will work as stated or that it will give you your desired results.

6. Issues with Third Parties

Please be aware that we do not recommend, endorse, vouch for or otherwise guarantee any third party websites encountered by you on our Software. Any disputes or complaints between you and any third parties must be lodged with that third party website and not IMobiTrax. You agree that IMobiTrax is not be responsible or liable, directly or indirectly, for any loss or damage of any sort arising out of or related to any dealings with any such third parties or as the result of the presence of the opportunity to connect with such third parties.

7. Visiting Third Party Websites Through Our Software

Our Software may include advertisements and links to third party websites. Please be aware that we have no control over, and are not responsible for, these third party websites or their use of your personal information. We do not endorse, recommend or vouch for the security of such websites. We recommend that you review their terms of service and privacy policies before accessing and using the third party site. Please exercise caution when clicking on such links as they may cause harm to your computer.

8. License Restrictions

You are responsible for your use of our Software. You agree not to access, copy, or otherwise use the Software unless permitted through this Agreement or in writing by us. Additionally, you agree to abide by the restrictions listed below:



- You may not decompile, reverse engineer, disassemble, modify, rent, lease, loan, distribute, or create derivative works (as defined by the U.S. Copyright Act) or improvements (as defined by U.S. patent law) from the Software or any portion of it.
- You may not violate or infringe other people's intellectual property, privacy, or other rights while using our Software.
- You may not violate any laws, rules or procedures of the United States while using our Software.
- You may not attempt to transmit any malicious or unsolicited code through our Software;
- You may not violate any requirements, procedures, policies or regulations of networks connected to iMobiTrax.
- You may not download the Software except through the Firefox, Chrome or Internet Explorer web browsers or any other location provided by us.
- You may not use, or export the Software in violation of applicable U.S. laws or regulations.
- You may not use the Software on a computer that is used to operate nuclear facilities, life support, or other mission critical applications where life or property may be at stake.
- You may not attempt to interfere with or disrupt our Software in any way.
- You may not sell, lease, loan, distribute, transfer, or sublicense the Software or access to it or derive income from the use or provision of the Software, whether for direct commercial or monetary gain or otherwise, without iMobiTrax's prior, express, written permission.

Please be aware that this is not an all-encompassing list of restrictions, if you breach these restrictions, we may revoke your license to use our Software at our discretion. Additionally, we may revoke or restrict your access to our Software for any other reasons at our sole and ultimate discretion. Failure by us to revoke your license does not act as a waiver of your conduct.

9. License to iMobiTrax

By using iMobiTrax and submitting any data, text, graphics, reports or other information ("Content") to our Software, you grant iMobiTrax, LLC and its affiliates, users, representatives and assigns a non-exclusive, fully-paid, royalty-free, irrevocable, world-wide, universal, transferable license to display, publicly perform, distribute, store, broadcast, transmit, reproduce, modify, prepare derivative works and otherwise use and transmit Content to facilitate any services provided by the Software or our company. Additionally, although you own all Content submitted by you, we own all layouts, arrangement, metadata and images that are used to render your Content through our Service

10. Privacy

Please be aware that the Software may collect non-identifiable information such as search queries, user actions, location information, IP address, and other relevant information required. This allows us to provide you with the most relevant information possible. The Software may also collect personally identifiable information as disclosed through our Privacy Policy.

The Software may send collected information to our servers whenever you use the Software. **All identifiable and non-identifiable information collected may be collected and stored on our data servers.** Please be aware that all information collected by our Software may be stored for a commercially reasonable period.



If the Software is ever sold or all or substantially all of the assets relating to the Software and/or associated websites are transferred to another entity, we may transfer all information provided by or collected from you, including personally identifiable information, in order to ensure continuity of your service. We will disclose information, including personally identifiable information, data acquired by cookies, and other data, where required by a subpoena, interception order or other lawful process. We also reserve the right to disclose such information when we believe, in our sole judgment and to the extent consistent with applicable law, that such disclosure is necessary to protect the rights or safety of others or to enforce, or protect our rights under, this agreement.

11. Representations and Warranties

OUR SOFTWARE IS OFFERED “AS-IS”, INCLUDING ANY ERRORS, BUGS OR OTHER TECHNICAL ISSUES. YOU AGREE THAT WHILE USING OUR SERVICE, YOUR RESULTS MAY VARY AND YOU MAY NOT ACHIEVE ANY DESIRED RESULTS. WE EXPRESSLY DISCLAIM ALL WARRANTIES EITHER EXPRESS OR IMPLIED. OUR SOFTWARE MAY NOT BE FIT FOR A PARTICULAR PURPOSE AND MAY NOT WORK OR BE APPLICABLE WHERE YOU RESIDE. WE MAKE NO REPRESENTATIONS OR WARRANTIES AS TO THE REASONABLE SKILL AND CARE INVESTED IN OUR SERVICE, SATISFACTORY QUALITY OF OUR SERVICE, MERCHANTABILITY OF OUR SERVICE OR THAT OUR SERVICE IS NON-INFRINGEMENT. FURTHERMORE, WE DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET ANY REQUIREMENTS OR NEEDS YOU MAY HAVE, THAT THE SITE OR SERVICE WILL OPERATE ERROR FREE OR IN AN UNINTERRUPTED FASHION, THAT ANY DEFECTS OR ERRORS IN THE SITE OR SERVICE WILL BE CORRECTED, OR THAT THE SOFTWARE IS COMPATIBLE WITH ANY PARTICULAR PLATFORM. IMOBITRAX IS NOT OBLIGATED TO PROVIDE YOU ACCESS TO ITS SOFTWARE. IN THE EVENT OF ANY PROBLEM WITH THE SOFTWARE, YOU AGREE THAT YOUR SOLE REMEDY IS TO CEASE USING THE SOFTWARE.

12. Limitation of Liability

IN NO EVENT SHALL IMOBITRAX, LLC, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM (I) YOUR USE OR INABILITY TO USE THE SOFTWARE OR ANY ERRORS, MISTAKES, OR INACCURACIES OF CONTENT WITH OUR SERVICE, (II) ANY PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SOFTWARE, (III) ANY INTERRUPTION, MISINFORMATION, INCOMPLETE INFORMATION, OR CESSATION OF TRANSMISSION TO OR FROM OUR SOFTWARE TO YOU, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SOFTWARE BY ANY THIRD PARTY, (V) ANY FAILURE OF ANY THIRD PARTY INFORMATION LISTED ON OUR SOFTWARE, INCLUDING ANY FAILURES OR DISRUPTIONS WHETHER INTENTIONAL OR UNINTENTIONAL OR (VI) ANY ERRORS OR OMISSIONS IN OUR SOFTWARE FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF OUR SITE OR SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION

For Jurisdictions that do not allow us to limit our liability: Notwithstanding any provision of these Terms, if your jurisdiction has provisions specific to waiver or liability that conflict with the above then our liability is limited to the smallest extent possible by law. Specifically, in those jurisdictions not allowed, we do not disclaim liability for: (a) death or personal injury caused by its negligence or that of any of its officers, employees or agents;



or (b) fraudulent misrepresentation; or (c) any liability which it is not lawful to exclude either now or in the future.

IF YOU ARE A RESIDENT OF A JURISDICTION THAT REQUIRES A SPECIFIC STATEMENT REGARDING RELEASE THEN THE FOLLOWING APPLIES. FOR EXAMPLE, CALIFORNIA RESIDENTS MUST, AS A CONDITION OF THIS AGREEMENT, WAIVE THE APPLICABILITY OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES, "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." YOU HEREBY WAIVE THIS SECTION OF THE CALIFORNIA CIVIL CODE. YOU HEREBY WAIVE ANY SIMILAR PROVISION IN LAW, REGULATION, OR CODE THAT HAS THE SAME INTENT OR EFFECT AS THE AFOREMENTIONED RELEASE. YOUR ABILITY TO USE OUR SERVICE IS CONTINGENT ON YOUR AGREEMENT WITH THIS AND ALL OTHER SECTIONS OF THIS AGREEMENT. YOU AGREE OUR TOTAL LIABILITY TO YOU IS NOT MORE THAN \$100 U.S. DOLLARS OR THE TOTAL AMOUNT YOU SPENT WHILE USING OUR SITE, SOFTWARE, AND SERVICE WITHIN THE LAST SIX MONTHS, WHICHEVER IS GREATER.

13. Security

We have implemented commercially reasonable and industry standard technical and organizational measures designed to secure your data from accidental loss and from unauthorized access, use, alteration or disclosure. However, you acknowledge that iMobiTrax cannot guarantee that unauthorized third parties will never be able to defeat those measures.

14. Indemnity

You agree to defend, indemnify and hold harmless iMobiTrax LLC, its officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from:

- Your use of and access to the iMobiTrax Software.
- Your violation of any third party right while using our Software.
- Your violation of any terms or conditions of this Agreement.

This defense and indemnification obligation will survive this Agreement and your use of the Software. You also agree that you have a duty to defend us against such claims and we may require you to pay for an attorney(s) of our choice in such cases. You agree that this indemnity extends to requiring you to pay for our reasonable attorneys' fees, court costs, and disbursements. In the event of a claim such as one described in this paragraph, we may elect to settle with the party/parties making the claim and you shall be liable for the damages as though we had proceeded with a trial.

15. Choice of Law

This Agreement shall be governed by the laws in force in the state of Missouri. The offer and acceptance of this contract is deemed to have occurred in Missouri.

16. Forum of Dispute



You agree that any dispute arising from or relating to this Agreement will be heard solely by a court of competent jurisdiction in or nearest to Kansas City, California.

If you bring a dispute in a manner other than in accordance with this section, you agree that we may move to have it dismissed, and that you will be responsible for our reasonable attorneys' fees, court costs, and disbursements in doing so.

You agree that the unsuccessful party in any dispute arising from or relating to this Agreement will be responsible for the reimbursement of the successful party's reasonable attorneys' fees, court costs, and disbursements.

17. Force Majeure

You agree that we are not responsible to you for anything that we may otherwise be responsible for, if it is the result of events beyond our control, including, but not limited to, acts of God, war, insurrection, riots, terrorism, crime, labor shortages (including lawful and unlawful strikes), embargoes, postal disruption, communication disruption, failure or shortage of infrastructure, shortage of materials, or any other event beyond our control.

18. Severability

In the event that a provision of this Agreement is found to be unlawful, conflicting with another provision of the Agreement, or otherwise unenforceable, the Agreement will remain in force as though it had been entered into without that unenforceable provision being included in it.

If two or more provisions of this Agreement are deemed to conflict with each other's operation, iMobiTrax shall have the sole right to elect which provision remains in force.

19. Non-Waiver

We reserve all rights permitted to us under this Agreement as well as under the provisions of any applicable law. Our non-enforcement of any particular provision or provisions of this Agreement or the any applicable law should not be construed as our waiver of the right to enforce that same provision under the same or different circumstances at any time in the future.

20. Assignment

You may not assign your rights and/or obligations under this Agreement to any other party without our prior written consent. We may assign our rights and/or obligations under this Agreement to any other party at our discretion.

21. Export Controls

The Software and the underlying information and technology may not be downloaded or otherwise exported or re-exported (a) into (or to a national or resident of) any country to which the U.S. has currently embargoed goods; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or using the Software, you agree to the foregoing and you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list, and that you will otherwise comply with all applicable export control laws.



22. Notice to Government End Users

Any Software and documentation hereunder downloaded or otherwise installed for or on behalf of the United States of America, its agencies and/or instrumentalities ("U.S. Government"), is provided with Restricted Rights as "commercial Items," as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Extension" and "Commercial Computer Extension Documentation," as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Pursuant to Federal Acquisition Regulation 12.212 (48 C.F.R. §12.212), the U.S. Government shall have only those rights specified in the license contained herein. The U.S. Government shall not be entitled to (i) technical information that is not customarily provided to the public or to (ii) use, modify, reproduce, release, perform, display, or disclose commercial computer software or commercial computer software documentation except as specified herein. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Extension clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Extension - Restricted Rights at 48 C.F.R. 52.227-19, as applicable.

23. Survival

All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

If you have any questions or encounter any issues with the Software please contact us.