



Customer Agreement

1. This Is an Enforceable Legal Agreement.

This Customer Agreement ("Agreement") states the terms and conditions pursuant to which 911Finder®, ("911Finder"), regarding the 911Finder website, <https://911finder.co> (the "Website"), 911Finder watch (the "Finder"), "MyFinder", 911Finder's services (the "Services"), and smartphone applications (the "911Finder App"). By clicking on the box on the <https://911finder.co> website purchasing page that is next to the statement "I have read and agree to the terms and conditions of the Customer Agreement," Customer agrees to be bound by the terms and conditions stated in this Agreement. Customer also agrees to the terms and conditions of this Agreement by paying for and using the Services. If Customer does not agree to the terms and conditions of this Agreement, Customer may not access or otherwise use the Services.

2. Customer Agrees that 911Finder watch may Monitor, Collect, Use, Communicate, and Retain Location Data.

2.1. Customer agrees that location data from the 911Finder watch together with 911Finder's communication technologies, may monitor, collect, use, communicate, and retain Global Positioning Satellite ("GPS") coordinates showing the location of the 911Finder watch chosen by Customer.

2.2. Customer agrees that the 911Finder watch may communicate location data to Customer through communication technologies and networks chosen by 911Finder, using cellular messages and SMS messages sent to Customer's mobile phone. Customers can register to receive location data and 911Finder alerts using the 911Finder App in accordance with information provided in 911Finder User Guide.

2.3. Customer agrees that the 911Finder watch may monitor, collect, use, communicate, and retain location data as described in this Agreement and in 911Finder's Privacy Policy, available at <https://911finder.co/Policy> (the "Privacy Policy"), which is incorporated by reference in this Agreement.

3. Customer Is Prohibited From Using the Services for Illegal Purposes.

Customer shall not use, and shall not allow any person to use, the Services in any way that violates a federal, state, or local law, regulation, or ordinance, or for any tortuous or illegal purpose, including but not limited to harassing, slandering, defaming, or improperly conducting surveillance of any person.

4. Customer Agrees to Certain Warranties.

Customer warrants to 911Finder that:

4.1. Customer will use the Services only as provided in this Agreement;

4.2. Customer is at least 18 years old and has the right or has obtained any required authorization (a) to monitor the location of the 911Finder watch, and (b) to agree that the 911Finder watch may monitor, collect, use, communicate, retain, and disclose location data as described in this Agreement;

4.3. Any information Customer provides or discloses to 911Finder will be accurate, complete, and current; and

4.4. Customer will notify 911Finder regarding any material change to information Customer provides by using the methods for contacting 911Finder stated in the "Contact Us" section of <https://911finder.co>.

5. 911Finder May Amend this Agreement at Any Time.

5.1 911Finder reserves the right, at its sole discretion, to change, modify, add to, or remove any portion of this Agreement, in whole or in part, at any time. 911Finder will include such Amendments on the version of this Agreement that is posted on 911Finder's website (<https://911finder.co>) and will notify Customer by e-mail that the Agreement has been amended.

5.2 Amendments to the Agreement will take effect immediately upon being posted to the website. Customers continued use of the Services after 911Finder posts an Amendment constitutes Customer's acceptance of and consent to the Amendment. If Customer does not accept such an Amendment, Customer must notify 911Finder within 30 days after 911Finder notifies Customer of the Amendment that Customer has elected to cancel the Services rather than accept the Amendment.

6. Customer Must Use the 911Finder with the Cellular Carrier Chosen by 911Finder.

The 911Finder watch communicates Information using a network of a third party wireless service carriers to provide 911Finder Service Plans as chosen by 911Finder. Customer shall not use a 911Finder watch with any other service.

7. Customer Is Responsible for All Charges Incurred to Use the Services.

7.1. Customer is responsible for all charges incurred in connection with the Services regardless of who incurs the charges. If Customer believes there is an error in any charge posted to Customer's account, Customer must contact 911Finder concerning the disputed charges within 15 days of receiving the bill for those charges, at which time 911Finder will investigate Customer's claim.

7.2 If you order with 3-Pay Installment Payment, we will ship as soon as the first payment is received. Checkout will automatically charge your card for the second payment one month later and will charge your card for the third payment one month later.

7.3. Customers who wish to purchase the Services must do so for a period of one month or one year. Customer must provide a valid and chargeable credit card ("payment card") to 911Finder as part of the registration process, which 911Finder will charge for the Services. When a Service Plan reaches the expiration date, 911Finder shall automatically renew that Service Plan at the current rate for that Plan.

7.4. Customer must pay for the Services in advance on a yearly or monthly basis. In the event that Customer's payment card company declines to process Customer's monthly payment, 911Finder may retry the charge on the payment card. If payment is again declined, 911Finder may terminate the Services immediately, and without penalty or liability to 911Finder.

7.5 Customer is responsible for any and all taxes and expenses that may be incurred related to use of the Services.

8. Customer Must Use 911Finder-Supplied Security Information.

911Finder will provide Customer a 911Finder watch phone number or other security information ("Security Information"), which Customer must use to access and use the Services. Customer shall maintain the confidentiality of the Security Information and shall be responsible for all activities performed using Customer's Security Information. Customer shall notify 911Finder immediately of any unauthorized use of Customer's Security Information.

9. 911Finder and Customer May Terminate this Agreement and the Services.

9.1. The term of this Agreement shall commence when the Customer first purchases the Services; provided, however, that 911Finder may decline to activate the Services if (a) Customer fails to provide all required information through the MyFinder page on the <https://911finder.co> Website; (b) 911Finder determines in its sole discretion that the SIM card in the 911Finder watch has been or will be used improperly; or (c) 911Finder determines in its sole discretion that Customer will use the 911Finder watch in a manner that will violate this Agreement.

9.2. 911Finder may, with or without cause, immediately terminate this Agreement at any time, and deny Customer access to or use of the Services. Without limiting the foregoing, 911Finder has the right to immediately terminate or suspend Customer's account or use of the Services in the event that Customer breaches this Agreement or engages in conduct that 911Finder, in its sole discretion, considers unacceptable. If this Agreement is terminated, Customer will no longer be authorized to access or use the Services.

9.3. Customer may cancel the Services at any time. If Customer cancels the Services prior to the expiration date of their 911Finder Service Plan: (a) 911Finder will credit the Customer's account for the days following the Customer's cancellation date and (b) 911Finder will terminate services on the cancellation date and Customer will no longer be authorized to access or use the Services.

9.4. Customer may begin a new monthly or annual 911Finder Service Plan at any time by logging into their MyFinder account and purchasing the Plan of their choice.

9.5. All provisions of this Agreement that by their nature are intended to survive the expiration or termination of this Agreement, including but not limited to obligations with respect to disclaimers of warranties, limitations of liability, indemnification, and intellectual property rights, shall survive any expiration or termination.

10. 911Finder Disclaims All Warranties.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, 911Finder, ITS SUPPLIERS, AND LICENSORS PROVIDE THE SERVICES "AS IS" AND WITH ALL FAULTS. 911Finder DOES NOT WARRANT UNINTERRUPTED USE OR OPERATION OF THE SERVICES OR THAT ANY DATA SENT BY OR TO CUSTOMER, OR SENT BY A 911Finder watch, WILL BE TRANSMITTED IN UNCORRUPTED FORM, WITHIN A REASONABLE AMOUNT OF TIME, OR WITHOUT BEING INTERCEPTED. 911Finder, ITS SUPPLIERS, AND LICENSORS DISCLAIM ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, WRITTEN, ORAL, CONTRACTUAL, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES, DUTIES, OR CONDITIONS OF OR RELATED TO: MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR THAT MAY ARISE FROM A COURSE OF DEALING OR USAGE OF TRADE.

11. Additional 911Finder Warranty Disclaimers May Apply

Certain additional warranty disclaimers and limitations may apply with respect to a 911Finder watch purchased by Customer. Customer should carefully read the materials accompanying the 911Finder watch.

12. 911Finder's Potential Liability Is Limited.

12.1. 911Finder SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST PROFITS (REGARDLESS OF WHETHER 911Finder HAS BEEN NOTIFIED THAT SUCH LOSS MAY OCCUR) BY REASON OF ANY ACT OR OMISSION IN ITS PROVISION OR FAILURE TO PROVIDE THE SERVICES, PRODUCTS, OR 911Finder watch. 911Finder SHALL NOT BE LIABLE FOR ANY ACT OR OMISSION OF ANY THIRD PARTY THAT FURNISHES ANY PART OF THE SERVICES, OR THAT FURNISHES A PRODUCT OR 911Finder watch USED IN CONNECTION WITH THE SERVICES, INCLUDING BUT NOT LIMITED TO THIRD PARTIES PARTICIPATING IN OFFERS MADE THROUGH 911Finder. 911Finder SHALL NOT BE LIABLE FOR ANY DAMAGES THAT RESULT FROM ANY SERVICE PROVIDED BY, OR PRODUCT OR DEVICE MANUFACTURED BY, THIRD PARTIES.

12.2. NOTWITHSTANDING ANY DAMAGES THAT CUSTOMER MAY SUFFER FOR ANY REASON, THE ENTIRE LIABILITY OF 911Finder AND ITS SUPPLIERS AND LICENSORS UNDER ANY PROVISION OF THIS AGREEMENT OR IN CONNECTION WITH THE SERVICES OR 911Finder watch, AND CUSTOMER'S EXCLUSIVE REMEDY FOR ALL OF THE FOREGOING, SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR THE SERVICES DURING THE 12 MONTHS PRIOR TO THE EVENT THAT CUSTOMER CLAIMS CAUSED THE DAMAGES.

12.3. 911Finder shall not be liable for any damages Customer or others may incur as a result of Customer's loss, disclosure, or a third party's use of Customer's Security Information, regardless of whether such disclosure or use is with or without Customer's knowledge or consent.

12.4. In no event shall 911Finder have any liability for any damages arising out of or in connection with: (a) Customer's own actions, negligence, or willful misconduct, (b) acts or omissions of any third party, including but not limited to any telecommunications service provider, or (c) events or causes beyond 911Finder's reasonable control, including but not limited to acts of God, war, terrorism, criminal or tortuous acts by third parties, riots, or natural disasters.

12.5. The limitations, exclusions, and disclaimers set forth in this Agreement shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

13. Customer Agrees to Indemnify 911Finder.

13.1. Customer agrees to defend, to indemnify, and to hold harmless 911Finder and its affiliates, suppliers and licensors (and each entities' respective officers, directors and employees) from any and all liabilities, penalties, claims, causes of action, and demands brought by third parties (including the costs, expenses and attorneys' fees on account thereof) resulting from or relating to Customer's use of the Services and a 911Finder watch or to Customer's inability to use the Services or a 911Finder watch.

13.2. Customer's agreement to defend, to indemnify, and to hold 911Finder harmless applies whether a claim against 911Finder is based in contract or tort (including strict liability), and regardless of the form of action, including but not limited to any claims resulting directly or indirectly from Customer's intentional or inadvertent misrepresentation of: (a) Customer's identity; (b) the identity of persons authorized to access location data; (c) Customer's right to monitor the location of 911Finder watch using the Services; or (d) Customer's relationship to any of these persons or claims resulting from or relating to Customer's breach of this Agreement.

14. Process for Returning 911Finder watch.

911Finder watch purchased directly from 911Finder may be returned for a refund of the cost of the 911Finder watch within 30 days of purchase, subject to the terms of the 911Finder's 30-Day Risk-Free Guarantee. The Guarantee is available at <https://911finder.co>.

15. If a 911Finder watch Is Lost or Stolen.

15.1. If a 911Finder watch is lost or stolen, Customer is responsible for charges incurred until the Customer notifies 911Finder of the loss.

15.2. Once Customer informs 911Finder that a 911Finder watch has been lost or stolen 911Finder will suspend Customer's account. After Customer purchases a new 911Finder watch, any money left in Customer's account will be applied to their new 911Finder Service Plan. If Customer decides to cancel the account, 911Finder will handle the cancellation as defined in Section 9 of this Agreement.

16. Customer May Not Export 911Finder watches or Software.

Customer shall comply with all trade regulations and export control laws, both domestic and foreign. 911Finder watch, software and any underlying information accessed or transferred using the Services may be subject to U.S. export controls, including the Export Administration Act (50 U.S.C. § 2401, et seq.) and the Export Administration Regulations (50 C.F.R. § 730-774), as well as the import regulations of other countries. Except as authorized by 911Finder and the U.S. export control laws, Customer agrees not to export or re-export any 911Finder watch or software to any foreign country. Any information transferred by Customer using the Services to any foreign country, entity, or person must comply with the U.S. Export Administration Act and the Export Administration Regulations.

17. 911Finder and Its Licensors Own All Intellectual Property Rights.

17.1. 911Finder grants Customer, during the term of this Agreement, a revocable, non-transferable and non-exclusive license to use any software provided by 911Finder (the "Software") solely in connection with Customer's use of the Services and in a manner that is consistent with this Agreement.

17.2. Customer shall not (a) distribute, rent, loan, lease, sell, sublicense, or otherwise transfer all or part of the Software, any access to it, or any rights granted under this Agreement to any other person; (b) reverse engineer, decompile, or disassemble the Software; (c) modify, translate, adapt, arrange, or create derivative works based on the Software for any purpose; (d) use the Software outside of the country of purchase or in a manner inconsistent with or in violation of this Agreement.

17.3. The Software is protected by patents, copyright, trade secret and other intellectual property laws and treaties and will remain the exclusive property of 911Finder or its suppliers or licensors. All rights not expressly granted in this Agreement are reserved by 911Finder.

17.4. The "911Finder" name and logo and all other trademarks, service marks, and trade names used in connection with the Products and Services are owned by 911Finder, Inc. or its licensors and may not be used by Customer without the written consent of 911Finder.

18. 911Finder May Use Customer Information.

18.1. 911Finder handles Customer information in a manner consistent with federal customer privacy laws and the Privacy Policy. Except as contemplated by the Privacy Policy and as necessary to deliver the Services, 911Finder shall not intentionally share Personal Information obtained through 911Finder's Services to third parties not related to 911Finder without Customer's written permission. As described in the Privacy Policy, 911Finder may, from time to time, use Customer information to market 911Finder's and its affiliates' services to Customer.

18.2. Customer agrees that any and all information provided by Customer in the course of using the Services becomes the property of 911Finder. 911Finder may use this information for any lawful purpose, subject to the Privacy Policy.

18.3. Customer acknowledges that communications from a 911Finder watch to Customer and Customer's communications to 911Finder watch are handled by regulated Carriers using their sophisticated security technologies, however it cannot be guaranteed that these communications are totally secure and may be intercepted and read by others. Customer therefore acknowledges that the information provided by 911Finder Services are not guaranteed to be confidential.

18.4. To comply with appropriate legal process, 911Finder may disclose any Customer information or content to law enforcement authorities, including Customer's name, account history, account information or other transmission data requested by law enforcement. 911Finder may also disclose any Customer content to third parties as is necessary to respond to claims that any content violates the rights of third parties or to protect the rights and property of 911Finder.

19. Customer's Use of Content and Services Is Restricted.

19.1. 911Finder may send messages, data, or other information ("Content") to Customer as part of the Services. All Content is owned by 911Finder. Customer shall not upload or transmit Content to public places. Customer is responsible for any unauthorized use of the Content.

19.2. Customer shall not upload, post or transmit to or distribute or otherwise publish through the Services any materials that (a) restrict or inhibit any other customer from using the Services, (b) are unlawful, threatening, harassing, abusive, libelous, defamatory, obscene, vulgar, offensive, pornographic, profane, sexually explicit or indecent, (c) constitute or encourage conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or international law, (d) violate, plagiarize, or infringe the rights of third parties, including copyright, trademark, patent, rights of privacy or publicity or any other proprietary rights, (e) contain any viruses, Trojan horses, worms, time

bombs, or other harmful components that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or information, (f) contain advertising of any kind, or (g) constitute or contain false or misleading indications of origin or statements of fact.

19.3. If 911Finder determines in its sole discretion that Customer is using an excessive amount of 911Finder's network resources, 911Finder may adjust, suspend or terminate the Services 911Finder provides to Customer at any time, without notice.

19.4. 911Finder reserves the right to limit, remove, or delete any information that Customer uploads, downloads, posts, distributes, or otherwise transmits through the Services for any reason at any time.

20. Additional Terms and Conditions.

20.1. This Agreement, including the Privacy Policy incorporated in the Agreement, supersedes all oral or written communications and understandings between Customer and 911Finder (the "Parties") with respect to the Services and the terms under which the Services are offered and provided.

20.2. Any cause of action Customer may have with respect to the use of the Services must be commenced within one (1) year after the claim or cause of action arises.

20.3. Both Parties waive the right to a jury trial in any dispute arising out of this Agreement or the Services.

20.4. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion of the Agreement, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of the Agreement, and the remainder of this Agreement shall continue in full force and effect.

20.5. The headings contained in this Agreement are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.

20.6. Customer may not assign his or her rights or delegate his or her obligations under this Agreement.

20.7. There shall be no third party beneficiaries under this Agreement, except for 911Finder's affiliates, suppliers, and licensors or as required by law.

20.8. Any legal action concerning this Agreement or the Services shall be interpreted under the laws of the State of California.

20.9. If a dispute arises out of this agreement that cannot be resolved by mutual consent, the Customer and 911Finder agree to attempt to mediate in good faith for up to 30 days after notice is given. If the dispute is not resolved between 911Finder and Customer the two parties agree to resolve the dispute through mediation. These Terms and your Customer Agreement are governed by and construed under the laws of the State of California without regard to its conflicts of laws provisions. Except that either party may seek equitable or similar relief from a court of competent jurisdiction, any dispute, controversy or claim arising out of or in relation to these Terms, or at law, or the breach, termination or invalidity of these Terms, that you and 911Finder cannot resolve and settle amicably by agreement will be finally settled in accordance with the arbitration then in force, by one or more arbitrators appointed in accordance with such rules, and the place of such arbitration will be Santa Clara County, CA, U.S.A

20.10. Use of the Services is unauthorized in any jurisdiction that does not give effect to all provisions of this Agreement, including without limitation this paragraph.

20.11. The failure of 911Finder to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

21. Terms Regarding Receiving 911Finder Location Data Via SMS.

21.1. Customers must agree to these additional terms.

21.2. When the Customer purchases a 911Finder Service Plan at the <https://911finder.co> website, the Customer agrees to receive location data to Customer through communication technologies and networks chosen by 911Finder, using cellular messages and SMS messages sent to Customer's mobile phone. Customers can register to receive location data and 911Finder alerts via cellular messages and SMS messages using the 911Finder App in accordance with information provided in 911Finder User Guide.

21.3. Customers must enter the mobile phone number of their mobile phone where prompted by the 911Finder User Guide. This number is for the mobile phone to which the Customer wants to have mobile notifications sent. This process enables the Customer to receive cellular messages and SMS messages.

21.4. All terms of the 911Finder Customer Agreement apply regarding 911Finder's use of cellular messages and SMS messages to send location data and 911Finder alerts to Customers.

21.5. Once a Customer has registered at <https://911finder.co> to receive location data and 911Finder alerts via cellular messages and SMS messages, he or she can query the location of his or her 911Finder watch using cellular messages and SMS messages defined in the 911Finder User Guide.

21.6. Fees and Rates for 911Finder watch location data using cellular messages and SMS messages

21.6.1. Customers must pay their mobile phone service carriers for SMS messages received from 911Finder watch pursuant to the terms of their mobile phone agreements with their mobile phone service provider. 911Finder Customers should check with their mobile phone service providers for the SMS rates their mobile phone carrier will charge.

21.7. Mobile Phone Service Providers

21.7.1. The 911Finder watch location data notification service via SMS is available only to authorized 911Finder Customers who have registered an active mobile phone.

21.7.2. The SMS service is available on most mobile phones from most U.S. mobile phone service providers (Verizon, T-Mobile, AT&T, Sprint, etc.). If the SMS service does not work on Customer's phone, please contact 911Finder Customer Support at support@911finder.co.

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