

Terms of Service

Welcome to Snap & Track! This Terms of Service (this "Agreement") governs the relationship between you and Snap & Track (hereinafter, "Snap & Track" "us," or "we" and the possessive "our") regarding your use of our software applications, including Snap & Track (collectively the "Service") that you access through our websites used (the "Website") and/or our iOS, Android or other type of application licensed by Snap & Track to facilitate your use of the Service (the "Application"). Reference to the Service or use of the Service herein means through both the Website and the Application. The Service is owned and operated by Snap & Track BV, a Dutch limited liability company. The terms "you," "your," and "yours" refer to anyone accessing, viewing, browsing, visiting or using the Service in any manner by, through or under you or your Account. Use of the Service is also governed by Snap & Track's Privacy Policy, the most current version will always be published on our platforms (the "Privacy Policy"), which is incorporated herein by reference.

IMPORTANT – PLEASE READ CAREFULLY – THIS AGREEMENT CREATES A LEGALLY BINDING CONTRACT WHICH GOVERNS YOUR USE OF THE SERVICE. BY CREATING AN ACCOUNT OR USING THE SERVICE, YOU ACCEPT AND AGREE TO BE BOUND, BY THIS AGREEMENT AND THE PRIVACY POLICY. IF YOU DO NOT ACCEPT THIS AGREEMENT, YOU ARE PROHIBITED FROM USING THE SERVICE.

A. License and Restrictions.

1. License Grant for Service.

Snap & Track hereby grants you a non-exclusive, non-transferable, revocable limited license solely for the period your Account is active, to access and use the Service through the Website and/or Application, and to install and run one copy of the Application on a single mobile device. You are responsible for obtaining all hardware necessary to run the Application and for any fees, such as internet connection, data, or mobile carrier fees that you incur when accessing the Service. We reserve all rights not expressly granted herein.

a. Accounts and Access.

To use the Service, you must register for an account (an "Account"). Once your Account is registered, you may generally be referred to as "User". Other users may be referred to generally as "Other Users" and you and Other Users are sometimes collectively referred to as "Users." Your Account gives you access to the Service and functionality that we establish, maintain and modify from time to time in our sole discretion. We may maintain different types of accounts with different features or functionality for different types of Users. If you open Account on behalf of a company, organization (such as a team) or other entity, then (i) "you" includes you and that entity, and (ii) you represent and warrant that you are an authorized representative of the entity with the authority to bind the entity to this Agreement. By connecting to Snap & Track with a third-party service (such as Google, Facebook or other social media sites), you give us permission to access and use your information from that service as permitted by that service, and to store your log-in credentials for that service.

b. Account Information and Management.

1. Information Provided When Setting Up Account.

You are required to provide and maintain current, complete and accurate personal information, which may include (but is not limited to): an e-mail address and password ("Login Information"), your name, birth date, and, in

some cases, payment information (collectively, with Login Information, your "Account Information"). You may not use a false identity or false information or create an Account on behalf of someone other than yourself. Do not share your Account or Login Information, nor let anyone else access your Account or otherwise jeopardize the security of your Account. If you become aware of, or suspect, any breach of security of your Account, including without limitation any loss, theft or unauthorized disclosure of the Login Information, you must immediately notify us and modify your Login Information. You are solely responsible for all uses of the Account Information. You are responsible for any use of your credit card or other payment instrument (e.g. ApplePay, PayPal, etc) incurred by parties using your Account. You agree that we will not be liable for any losses caused by any unauthorized use of your Account. We reserve the right to remove or reclaim any usernames at any time and for any reason (for example due to claims by a third party that a username violates the third party's rights). We cannot guarantee that unauthorized third parties will not be able to defeat our security measures or use your personal information for improper purposes. You acknowledge that you provide your personal information (including Account Information) at your own risk.

2. Account Information and Privacy.

Account Information will be held and used in accordance with our Privacy Policy. You understand that by using the Services you consent to the collection, use and disclosure of your Account Information and aggregate data as set forth in our Privacy Policy, including your consent to receiving notices and emails from us as set forth in our Privacy Policy. In addition, to the extent you share with any third-party data that is collected by or stored on the Service, you represent and warrant that you have all required consents to collect and share such data with such third parties.

c. **License and Account Limitations and Prohibitions.**

You agree that you will not do any of the following with respect to the Service, Website or Application:

- a. Use the Service for any advertising, solicitation, non-personal or commercial purposes, including spam, chain letters, junk e-mail, unsolicited email or repetitive messages.
- b. Engage in any act in conflict with the spirit or intent of this Agreement or the Service, including but not limited to circumventing or manipulating this Agreement;
- c. Use your Account or the Service in connection with or assisting or promoting violation of any law or regulation;
- d. Modify or cause to be modified any files or content used in the Service;
- e. Remove, circumvent, disable, damage or otherwise interfere with security-related features of the Website or Application;
- f. Disrupt, overburden, or aid or assist in the disruption or overburdening of any computer or server used to offer or support the Service (each a "Server");
- g. Institute, assist or become involved in any attack, including without limitation distribution of a virus or similar attacks upon the Website or Application;
- h. Attempt to gain unauthorized access to the Service, Other User's Accounts, Servers or networks connected to the Service by any means other than the Website or Application, including but not limited to attempting (or assisting

- an attempt) to circumvent or modify any security, technology, device or software that is part of the Service;
- i. Post, distribute or make available through the Service, any material or information that infringes any Intellectual Property Rights, rights of privacy, right of publicity or other right of any person or entity or that is abusive, threatening, obscene, bullying, demeaning, defamatory, libelous, racially, sexually, or religiously objectionable or that contains nudity, excessive violence or offensive subject matter;
 - j. Harass, abuse, harm, or advocate or incite harassment, abuse or harm of another person or group of persons, including our employees or customer service representatives;
 - k. Transmit materials that promote malware, spyware or downloadable items;
 - l. Interfere or attempt to interfere with the proper functioning of the Service;
 - m. Intercept, examine or observe any proprietary communications protocol used by a User, a Server or the Service, whether using a network analyzer, packet sniffer or other device;
 - n. Bypass any robot exclusion headers or other measures we take to restrict access to the Service or use any software, technology or device to send content or messages, scrape, spider or crawl the Service, or harvest or manipulate data;
 - o. Use, facilitate, create or maintain any unauthorized connection to the Service, including without limitation (1) any connection to any unauthorized server that emulates, or attempts to emulate, any part of the Service or (2) any connection using programs, tools or software not expressly approved in writing by us;
 - p. Reproduce, distribute, modify, create derivative works of, reverse engineer, decompile, disassemble or otherwise seek to view the source code for, publicly display, publicly perform, republish, download, store or transmit the Application or any of the material on thereon or on the Website;
 - q. Solicit or attempt to solicit personal information from Other Users or collect, harvest or post anyone's private information, (whether in text, image or video form), identification documents or financial information;
 - r. Upload or transmit (or attempt to upload or to transmit), without our express written permission, any material that acts as a passive or active information collection or transmission mechanism, including, without limitation clear graphics interchange formats ("gifs"), pixels, web bugs, cookies or other similar devices (sometimes referred to as "spyware," "passive collection mechanisms" or "pcms");
 - s. Use any robot, spider, or other automatic device, process or means of access to the Website or Application for any purpose, including monitoring or copying any material on the Website or Application;
 - t. Impersonate anyone, including us or any employee, commit fraud, or attempt to hide your identity;
 - u. rent, lease, sell, trade, gift, bequeath, license, sublicense, distribute, time-share or otherwise transfer your Account, your Account Information, or any copy of the Application without our prior written consent (any such attempt to transfer is void);
 - v. reproduce, distribute or publicly display any content you access through the Service that is not clearly marked "public" or use any content other than in compliance with any applicable restrictions or other instructions; or

- w. remove, disable or delete copyright or other proprietary notices on the Website or Application.
- d. **Suspension and Termination of Account and Service:**
 - x. **Failure to Comply.** Without limiting any of our other rights or remedies, we may limit, suspend, terminate, modify or delete accounts or access to the Service or portions thereof, with or without notice to you, if you are, or we suspect that you are, not complying with this Agreement, conducting actual or suspected illegal, immoral or improper use of the Service, creating risk of possible legal liabilities, or infringing our Intellectual Property Rights or those of third parties. In those cases, you could lose your access to the Service, your username, and any benefits, privileges, earned items and purchased items associated with your account or use of the Service and we are under no obligation to compensate you for any such losses or results.
 - y. **Right to Cease Service.** We reserve the right to stop offering and/or supporting the Service or any part of the Service at any time, at which point your license to use the Service or a part thereof will be automatically terminated. In such event, we shall not be required to provide refunds, benefits or other compensation to Users in connection with such discontinued Service.
 - z. **Termination of Account/Deletion of Account Information.** You may terminate your Account at any time by following the instructions on our website. Termination of your Account (whether you or we terminate it) can include disabling your access to the Service, the Website and Application. Upon termination of your Account, or upon your written request if your Account has not been terminated, we will delete or destroy your Account Information in accordance with our Privacy Policy. We shall not be liable to you or anyone else due to the timeliness of such deletion or destruction, provided reasonable efforts are being made to complete the deletion or destruction. To the extent that data or information about you does not constitute Account Information, it may not be feasible to delete or destroy such data, and in such cases, that data will be made “anonymous” such that the historical information, content, logs and related information is not personally identifiable. You hereby acknowledge and agree that once Account Information is deleted or destroyed, it cannot be retrieved and if you chose to re-subscribe, you will have to provide the Account Information again. Further you acknowledge and agree that we do not control Account Information or content that you have shared, posted or made available to others and we will not be able to delete it from sources where it was shared.

B. User Data.

The Website and Application do not currently support any User uploading, posting or sharing data or content from their Account or through use of the Service. To the extent that such functionality becomes available, this Agreement will be updated and revised, and you will be asked to agree to it, as so revised, at that time. However, the Website and Application collects certain data and information about you, as you use the Service, such as, behavioral or demographic attributes; transactional data; past purchase behavior; data from marketing opt-in lists, consumer surveys or publicly available information; unique Id's, such as cookies placed on a computer or device; information derived from Internet Protocol address (“IP Address”) and mobile devices such as GPS, and location services, and information derived from camera phones and video logs; content areas

accessed, search histories and activities logs (collectively "User Data"). For more information about what User Data we collect, how we collect such User Data and how we use the User Data, please see the Privacy Policy on our website. Except as specifically provided herein, you hereby grant us a perpetual, irrevocable, worldwide, fully paid-up and royalty free, non-exclusive, sublicensable, assignable, unlimited license and right to copy, reproduce, fix, adapt, modify, improve, translate, reformat, create derivative works from, manufacture, commercialize, publish, distribute, sell, license, sublicense, transfer, rent, lease, transmit, publicly display, perform, make accessible, broadcast, display, enter into computer memory, and use and practice, in any way now known or in the future discovered, your User Data as well as all modified and derivative works thereof and your name, voice, and/or likeness as contained in your User Data in any form, media, or technology, whether or not now known or hereafter developed, but in all respects subject to and in accordance with the Privacy Policy. To the extent permitted by applicable laws, you hereby waive any moral rights or any of your rights of publicity or privacy you may have in any User Data.

1. Content Screening.

- a. **Consent to Monitoring.** We assume no responsibility for monitoring the Service for inappropriate content or conduct. We do not pre-screen or monitor User Data or User content, but we reserve the right to do so at our discretion, including, without limitation recording your interaction with the Service or communications. You hereby provide your irrevocable consent to such monitoring and recording. You acknowledge and agree that you have no expectation of privacy concerning the transmission of any User Content or content.
- b. **Options Regarding User Content.** We may reject, refuse to post, take down or delete any content for any or no reason. We reserve the right to disclose your identity or other information about you to any third party who claims that your use of the Service violates their rights, including their Intellectual Property Rights or rights to privacy. We also reserve the right to limit use of the Service in our sole discretion, based upon the amount of storage capacity available or allocated.
- c. **Cooperation with Law Enforcement.** We have the right to cooperate fully with any law enforcement authorities, subpoena, administrative proceeding, inquiry of regulatory agency, court order or other legal proceeding (collectively, a "Proceeding") requesting or directing us to disclose Account Information, User Data and the identity or other information of anyone using the Service. We reserve the right to take all appropriate legal action, including referral to law enforcement agencies, for any violation of this Agreement or conduct we deem could be illegal or the subject of any such Proceeding. You acknowledge and agree that we have these rights, do not have an expectation of privacy regarding these rights and waive any claims against and hold us harmless from any claims resulting from any action taken by us in the exercise of those rights.
- d. **Exposure to Other User's Content.** You understand and agree that you may be exposed to User Content that is inaccurate, objectionable, inappropriate for children, unsuited to your purposes, or that you find offensive or disagree with, and you agree that we shall not be liable for any damages you allege to incur as a result thereof. You understand that Other Users are solely responsible for their data practices and their use or distribution of their content. All statements and/or opinions, information and content provided by Other Users are strictly the Other User's content and are not content provided by us or our affiliates and are the sole responsibility of the Other Users that post such content. We do not endorse or express any opinion whatsoever regarding Other User's Content.
- e. **Snap & Track Content.** The Service and all materials therein or transferred thereby, including, without limitation, the Website, the Application and their entire components, parts, contents, features, functionality, software, images, text, displays, techniques, technology, data, images, graphics, illustrations, logos, patents, trademarks, service

marks, copyrights, photographs, audio, videos and music (collectively, the “Snap & Track Content”), and all Intellectual Property Rights related thereto, are the exclusive property (and constitute Intellectual Property Rights) of Snap & Track and its licensors (including other Users who post User Content to the Service). Except as explicitly provided herein, nothing in this Agreement shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to claim any interest in, right to, or sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any Snap & Track Content. Use of the Snap & Track Content for any purpose not expressly permitted by this Agreement is strictly prohibited. As used in this Agreement, “Intellectual Property Rights” means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

- f. User Interactions. You are solely responsible for your interactions with Other Users. If you have a dispute with Other Users, you release us (and our officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. If you are a California resident, you waive California Civil Code §1542, which says: “A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

2. Fees and Purchase Terms.

Certain aspects of the Service may be provided for fees. If you elect to use paid aspects of the Service, that use is subject to this Agreement and the specific terms included in any order form, statement of work, or the like (if applicable) to which you indicate your acceptance (including by making related payments). You agree to pay all fees and applicable taxes, if any, incurred by you or anyone using your Account. We reserve the right in the future to charge fees for any parts of the Service that may have previously been offered without a fee and to offer premium services that may require additional fees. We may revise pricing for the goods and services at any time. You acknowledge that we are not required to provide a refund for any reason, and that you are not entitled to receive money or other compensation for unused products and services when an account is closed, regardless of the reason the account was closed.

3. Mobile Software/Application.

- a. The Application makes the Service available through a mobile device in addition to the Website. To use the Application, you must have a compatible mobile device. We make no warranty or representation about the compatibility of your device. As stated, Section 1 of this Agreement, we have granted to you a non-exclusive, non-transferable, revocable license to use a compiled code copy of the Application for one Account on a mobile device for your personal use. We retain all ownership, right, title and interest in and to the Application (and any copy of the Application), except for the specific licenses granted hereby. We may from time-to-time issue upgraded versions of the Application and may automatically electronically upgrade the Application on your mobile device. You consent to such automatic upgrading on your mobile device and agree that the terms and conditions of this Agreement will apply to all such upgrades. Any third-party code that may be incorporated in the Application is covered by any applicable open source or third-party license EULA, authorizing use of such code (if any).
- b. Third Party Advertising.

- a. Third Party Advertisements. You understand that the Service may feature advertisements from us or third parties. Our disclosure of information for third party advertising is addressed in and subject to our Privacy Policy.
- b. Links to Third Party Sites and Dealings with Advertisers. We may provide links on the Service to third party websites or vendors who may invite you to participate in a promotional offer in return for receiving a benefit. Any charges or obligations you incur in your dealings with these third parties are your responsibility. We make no representation or warranty regarding any content, goods and/or services provided by any third party even if linked from our Service and will not be liable for any claim relating to any third-party content, goods and/or services. We do not endorse or assume any responsibility for any such third-party sites, information, materials, products, or services. The linked sites are not under our control and may collect data or solicit personal information from you. We are not responsible for their content, business practices or privacy policies, or for the collection, use or disclosure of any information those sites may collect. Without limiting the generality of the foregoing, we are not responsible for the completeness or accuracy of any information hosted or provided by any third-party sites or for deleting any such information. If you access a third-party website or content from the Service, you do so at your own risk, and you understand that this Agreement and our Privacy Policy do not apply to your use of such sites or services. You expressly relieve us from any and all liability arising from your use of any third-party website, service, or content. You agree that we are not responsible for any harm, loss, or damage of any sort relating to your dealings with such third parties. If we utilize third-party software or strategic agreements to provide services or content to you as part of our Service, we reserve the right to share certain information about you (including Account Information) for specific purposes, in accordance with and as set forth in our Privacy Policy. You also acknowledge that if we delete or destroy your Account Information, we will not have control over what third parties that had access to your information do with that information.

4. Copyright Notices; Complaints.

Our policy to respond to notices of alleged copyright infringement that comply with the Digital Millennium Copyright Act (the "[DMCA](#)"). For more information, please see our Copyright Policy on our website. We reserve the right to terminate without notice any User's access to the Service if we determine that user is a "repeat infringer." In addition, we do not interfere with standard technical measures used by copyright owners to protect their materials.

5. Updates to the Service and Application.

1. You understand that the Service undergoes frequent changes. We may require that you accept updates to the Service or to the Application in order to continue using the Service or Application. The Service may not be fully functional if you use a version of the Application other than the latest version of the Application and upon our request, you agree to cease use of an older version of the Application.
2. Disclaimer; Limitations; Waivers on Liability; Indemnification.
 - I. Disclaimer of Warranties.
 - a. **SERVICE PROVIDED "AS IS".** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE SERVICE IS AT YOUR OWN RISK AND IS PROVIDED WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND OR NATURE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY,

FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US, FROM USER CONTENT, OR THROUGH THE SERVICE WILL CREATE ANY WARRANTY OR REPRESENTATION NOT EXPRESSLY STATED HEREIN. WITHOUT LIMITING THE FOREGOING, WE DO NOT WARRANT OR REPRESENT THAT THE CONTENT IS ACCURATE, RELIABLE OR CORRECT, THAT THE SERVICE WILL MEET YOUR REQUIREMENTS, THAT THE SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED, ERROR-FREE, RELIABLE OR SECURE, THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED, OR THAT THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD OR YOUR USE OF THE SERVICE. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

6. Limitations; Waivers of Liability.

3. **DISCLAIMER OF INDIRECT DAMAGES.** YOU ACKNOWLEDGE AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DISCLAIMERS OF LIABILITY CONTAINED HEREIN APPLY TO ANY AND ALL DAMAGES OR INJURY WHATSOEVER CAUSED BY OR RELATED TO USE OF, OR INABILITY TO USE, THE SERVICE UNDER ANY CAUSE OR ACTION WHATSOEVER OF ANY JURISDICTION, INCLUDING, WITHOUT LIMITATION ACTIONS FOR BREACH OF WARRANTY, BREACH OF CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE). UNDER NO CIRCUMSTANCES WILL WE BE LIABLE TO YOU FOR MORE THAN THE AMOUNT YOU HAVE PAID US IN THE THIRTY (30) CALENDAR DAYS IMMEDIATELY PRECEDING THE DATE ON WHICH YOU FIRST ASSERT ANY SUCH CLAIM OR IF NONE, THEN YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH US IS TO STOP USING THE SERVICE AND TO CANCEL YOUR ACCOUNT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE OR OUR AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES.
4. **NOT RESPONSIBLE FOR THIRD PARTY CONDUCT.** YOU FURTHER SPECIFICALLY ACKNOWLEDGE THAT WE ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD US LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OTHER USERS AND OPERATORS OF EXTERNAL SITES, AND THAT THE RISK OF INJURY RESULTING FROM USE OF THE SERVICE OR EXTERNAL SITES RESTS ENTIRELY WITH YOU. UNDER NO CIRCUMSTANCES WILL WE BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICE OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN.
5. **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF OUR SERVICE; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; (V) ANY BUGS, VIRUSES, TROJAN HORSES,**

OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR SERVICE BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICE.

6. The Service is controlled and operated from facilities in The Netherlands. We make no representations that the Service is appropriate or available for use in other locations. Those who access or use the Service from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable Dutch and local laws and regulations, including but not limited to export and import regulations. You may not use the Service if you are a resident of a country embargoed by the European Union, or are a foreign person or entity blocked or denied by the European Union. Unless otherwise explicitly stated, all materials found on the Service are solely directed to individuals, companies, or other entities located in The Netherlands. The Application originates in The Netherlands and is subject to Dutch export laws and regulations and may also be subject to the import and export laws of other countries. You agree to comply with all Dutch and foreign laws related to use of the Application and the Service.
7. Indemnification. You agree to defend, indemnify, save, and hold us harmless from and against any claims, losses, damages, liabilities, including legal fees and expenses, arising out of your use or misuse of the Service, any violation by you of this Agreement the representations, warranties and covenants made by you herein, or any applicable law, rule or regulation; any of your User Data or any that is submitted via your Account; or any access and use of the Service with or through your Login Information. We reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims. We will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it. You agree that the provisions in this paragraph will survive any termination of your Account or of the Service.
8. Choice of Law. Any and all disputes arising out of or in any way connected with this Agreement, the Website, the Application or the Service, whether sounding in contract, tort, strict liability or otherwise (a "Dispute"), shall be governed by the laws of The Netherlands.

7. Dispute Resolution.

READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF.

- I. **General.** You and we agree that we will resolve any Dispute by arbitration as set forth below. The arbitration tribunal shall have the power to rule on any challenge to its own jurisdiction or to the validity or enforceability of any portion of this agreement to arbitrate. Before resorting to these alternatives, we strongly encourage you to first contact us directly to seek a resolution by going to Customer Support. We will consider reasonable requests to resolve the dispute through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to litigation. You and we agree to seek resolution of the Dispute only through arbitration of that dispute in accordance with the terms of this [Section 9](#), and not litigate any Dispute in court. If you or we file an action in a court or tribunal other than arbitration, the party filing such action will cause it to be dismissed immediately. Arbitration means that the dispute will be resolved by a neutral arbitrator instead of in a court by a judge or jury. You have the right to opt out of this agreement to arbitrate by providing written notice of your intention to do so to us within 60 days of the execution of the Agreement.

- II. **CLASS ACTION WAIVER.** THE PARTIES AGREE TO ARBITRATE SOLELY ON AN INDIVIDUAL BASIS, AND THAT THIS AGREEMENT DOES NOT PERMIT CLASS ARBITRATION, OR ANY CLAIMS BROUGHT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ARBITRATION PROCEEDING. THE ARBITRAL TRIBUNAL MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.
- III. **Initiation of Arbitration Proceeding; Selection of Arbitrator.** The party initiating the arbitration proceeding may initiate it with the Netherlands Arbitration Institute ("NIA"), www.nai-nl.org. The terms of this [Section 9](#) govern in the event they conflict with the rules of the arbitration organization selected by the parties.
- IV. **Location of Arbitration.** You or we may initiate arbitration in Amsterdam, The Netherlands.
- V. **Jury Trial Waiver.** YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND WE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY

8. General Provisions.

- VI. **Updates to this Agreement and Privacy Policy.** We reserve the right, at our sole and absolute discretion, to change, modify, add or remove portions of this Agreement and our Privacy Policy at any time by posting the amended Agreement or Privacy Policy on the Website and the Application. You may also be given additional notice, such as an e-mail message or messaging within the Service, of any changes. Except as required by applicable law or regulation, you will be deemed to have accepted such changes by continuing to use the Service and all amended terms shall automatically apply when they are initially posted. We may also revise other policies, codes or rules at any time and the new versions will be available on the Website and Application. No amendment to this Agreement or Privacy Policy shall apply to any dispute of which we had actual notice before the date of the amendment. If at any point you do not agree to any portion of the then-current version of this Agreement, the Privacy Policy or any other of our policies, rules or codes of conduct, we reserve the right to terminate your license to use the Service. Your continued use of the Service after any such change constitutes your acceptance of the new Agreement. If you do not agree to this Agreement or any future Agreement, do not use or access (or continue to access) the Service. To the extent this Agreement or Privacy Policy conflicts with any other of our terms, policies, rules or codes of conduct, this Agreement and in the Privacy Policy shall govern.
- VII. **Severability.** You and we agree that if any portion of this Agreement or the Privacy Policy is found illegal or unenforceable, in whole or in part, by any court of competent jurisdiction, such portion shall, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions of this Agreement, which shall continue to be in full force and effect.
- VIII. **Assignment.** We may assign or delegate this Agreement and/or the Privacy Policy, in whole or in part, to any person or entity at any time without your consent. You may not assign or delegate any rights or obligations under this Agreement or the Privacy Policy without our prior written consent and any unauthorized assignment and delegation by you is void.
- IX. **Supplemental Policies.** We may publish additional policies related to specific services such as forums, contests or loyalty programs. Your right to use such services is subject to those specific policies and this Agreement.
- X. **ENTIRE AGREEMENT.** THIS AGREEMENT, THE PRIVACY POLICY, AND ANY OTHER DOCUMENTS EXPRESSLY INCORPORATED BY REFERENCE HEREIN CONTAIN THE

ENTIRE UNDERSTANDING OF THE PARTIES HERETO AND SUPERSEDE ALL PRIOR UNDERSTANDINGS OF THE PARTIES HERETO RELATING TO THE SUBJECT MATTER HEREOF, WHETHER ELECTRONIC, ORAL OR WRITTEN, OR WHETHER ESTABLISHED BY CUSTOM, PRACTICE, POLICY OR PRECEDENT.

- XI. **No Waiver.** Our failure to require or enforce strict performance by you of any provision of this Agreement or the Privacy Policy or failure to exercise any right under them shall not be construed as a waiver or relinquishment of our right to assert or rely upon any such provision or right in that or any other instance. Our express waiver of any provision, condition or requirement of this Agreement or the Privacy Policy shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement. Except as expressly and specifically set forth in this Agreement, no representations, statements, consents, waivers or other acts or omissions by us shall be deemed a modification of this Agreement nor legally binding, unless documented in physical writing, hand signed by you and a duly appointed officer of us.
- XII. **Notices.** We may notify you via postings on the Website or Application and via e-mail or any other communications means through contact information you provide to us. All notices given by you or required from you under this Agreement or the Privacy Policy shall be in writing and addressed to the address in this Section 10.7.

Snap & Track BV
Baambrugse Zuw 173
3645 AG Vinkeveen
The Netherlands
Attn: Terms Administrator,

We may provide notifications, whether such notifications are required by law or are for marketing or other business-related purposes, to you via email notice, written or hard copy notice, or through posting of such notice on the Website and Application, as we determine in our sole discretion. We reserve the right to determine the form and means of providing notifications. We are not responsible for any automatic filtering you or your network provider may apply to email notifications we send to the email address you provide us. When we change this Agreement in a material manner, we will update the 'last modified' date at the bottom of this page.

- XIII. **Equitable Remedies.** You acknowledge that the rights granted, and obligations made under this Agreement are of a unique and irreplaceable nature, the loss of which shall irreparably harm us, and which cannot be replaced by monetary damages alone, so that we shall be entitled to injunctive or other equitable relief (without the obligations of posting any bond or surety or proof of damages) in the event of any breach or anticipatory breach by you. You irrevocably waive all rights to seek injunctive or other equitable relief, or to enjoin or restrain the operation or exploitation of the Service or any advertising, content or other materials displayed or issued through or in connection with the Service.
- XIV. **Force Majeure.** We shall not be liable for any delay or failure to perform resulting from causes outside our reasonable control, including without limitation any failure to perform hereunder due to unforeseen circumstances or causes beyond our control, such as acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire,

floods, accidents, strikes, shortages of transportation facilities, fuel, energy, labor or materials.

- XV. **Survival.** This Sections 8, 9 and 10 shall survive any termination of this Agreement.

Contact

Please contact us with any questions regarding this Agreement. This Agreement was last modified on May 30, 2023.