

PynPoints End User License Agreement - Subscriber

LAST UPDATED: 8/26/2015

These Terms and Conditions (the “Terms”) apply to your access and use of the PynPoints mobile device application (the “App”) provided by PynPoints, Inc. (referred to as “PynPoints,” “we,” or “us”).

BY USING AND OR ACCESSING THE APP, YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD THESE TERMS AND AGREE TO BE BOUND BY THEM. PRINT OR DOWNLOAD A COPY OF THESE TERMS FOR YOUR RECORDS.

When using or accessing the App, you agree that you must comply with any guidelines, rules, terms, and conditions applicable to such use or access that we post, which are hereby incorporated by reference into these Terms and with any applicable third-party terms of agreement.

We may modify these Terms at any time by posting the revised Terms on the PynPoints website, www.pynpoints.com/legal/subscriberTOU, the Apple iTunes Store, or the Google Play Store. You can determine when these Terms were last revised by referring to the “Last Updated” legend at the top of these Terms. Any modifications will be effective immediately upon such posting. **YOUR USE OF OR ACCESS TO THE APP AFTER SUCH MODIFICATIONS ARE POSTED WILL SIGNIFY YOUR ACCEPTANCE OF THE MODIFICATIONS AND YOUR AGREEMENT TO BE BOUND BY THEM.** Notwithstanding the foregoing, any modifications to these Terms shall not apply to any dispute between us arising prior to the date on which we post the revised Terms that contain such modifications.

We reserve the right, at any time and from time to time, temporarily or permanently, in whole or in part, to modify, suspend, or discontinue the App; charge fees in connection with the use of the App; modify and/or waive any fees charged in connection with the App; and/or offer opportunities to some or all users of the App. You agree that neither we nor any of our affiliates shall be liable to you or to any third party for any modification, suspension or discontinuance of the App, in whole or in part, or of any service, content, feature, or product offered through the App. You will not be able to access any information in your account once your access has been suspended or terminated or the App itself has been shut down. We do not export your content, your information, or other data during your use of the App or provide your content, information, or other data to you when your account is closed. **YOU ARE RESPONSIBLE FOR MAKING SURE YOUR CONTENT AND OTHER INFORMATION YOU DESIRE IS PROPERLY BACKED UP SO YOU HAVE ACCESS TO IT IN THE EVENT OF LOSS, CORRUPTION, OR CESSATION OF THE APP, OR TERMINATION OR SUSPENSION OF YOUR ACCOUNT.**

YOU AGREE THAT NEITHER WE NOR ANY OF OUR AFFILIATES SHALL BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY MODIFICATION, SUSPENSION, OR DISCONTINUANCE OF THE APP, IN WHOLE OR IN PART, OR OF ANY SERVICE, CONTENT, FEATURE, OR PRODUCT OFFERED THROUGH THE APP.

WHAT SERVICES DOES PYNPOINTS PROVIDE?

PynPoints is a notification system that uses geo fences and GPS technologies to send targeted information, offers, and alerts to subscribers via the PynPoints mobile device application as they pass through the publisher-defined geo fence notification area.

DISTRACTED DRIVING

Distracted driving is any activity that could divert your attention away from the primary task of driving. Cell phone use while driving takes your eyes off the road, your hands off the wheel, and your focus off driving – putting yourself and others in danger. The App sends targeted information, offers, and alerts as you travel through geo fences defined and set by participating publisher companies regardless of your method of transportation. You agree not to use the App while driving any motorized vehicle. **YOU ACKNOWLEDGE AND UNDERSTAND THAT USE OF THE APP WHILE DRIVING IS EXTREMELY DANGEROUS AND MAY RESULT IN ACCIDENTS, INJURY, OR DEATH. YOUR USE OF THE APP IS AT YOUR SOLE RISK.**

YOUR USE OF THE APP

You may only access the App using authorized means. PynPoints is not liable if you do not have a compatible mobile device, browser, or any other software or hardware with which the App is not compatible. PynPoints reserves the right to terminate the App and the use thereof should you be using the App with an incompatible or unauthorized device.

You must immediately notify us of any known or suspected unauthorized use of your account or any known or suspected breach of security, including, but not limited to loss, theft, or unauthorized disclosure of your password. **YOU ARE RESPONSIBLE FOR ALL ACTIVITY IN YOUR ACCOUNT.** Any fraudulent, misleading, abusive, or illegal activity may be grounds for termination of your account at our sole discretion and we may refer you to appropriate law enforcement agencies.

By using the App, you further agree that:

- You will only use the App for your personal and sole use and will not resell it to a third party;
- You will not authorize others to use your account;
- You will not assign or otherwise transfer your account to any other person or legal entity;
- You will not use an account that is subject to any rights of a person other than you without appropriate authorization;
- You will not use any of the App for unlawful purposes, including, but not limited to, sending or storing any unlawful material or for fraudulent purposes;
- You will not use the App to cause nuisance, annoyance, or inconvenience;
- You will not impair the proper operation of the network;
- You will not try to harm the App in any way whatsoever;
- You will not copy or distribute the App or other PynPoints content without written permission from PynPoints;

- You will keep secure and confidential your account password or any identification we provide you which allows access to any of the App;
- You will provide us with whatever proof of identity we may reasonably request;
- You will only use an access point or other data account which you are authorized to use;
- You will not use any of the App with an incompatible or unauthorized device;

PynPoints reserves the right to immediately terminate any of the App and the use thereof should you not comply with any of the above rules.

YOUR MOBILE DEVICE

Your contract with your mobile network provider (“Mobile Provider”) will continue to apply when accessing or using the App on your mobile, handheld device (“Mobile Device”). You understand that your Mobile Provider may charge you fees for your use of its network connection while accessing or using the App, for data downloading, e-mail, text messages, for roaming, and other Mobile Provider or third party charges. You understand that the Sites are provided over the Internet and mobile networks, so the quality and availability of the Sites may be affected by factors outside our control. We do not guarantee that the App will be compatible or operate with your Mobile Provider’s service plans, with any particular Mobile Device, or other piece of hardware, software, equipment, or device you install on or use with your Mobile Device. WE ARE NOT RESPONSIBLE IF THE APP IS UNAVAILABLE OR IF YOU CANNOT DOWNLOAD OR ACCESS THE APP CONTENT, FOR ANY COMPATIBILITY OR INTEROPERABILITY ISSUES, OR FOR ANY COMMUNICATION SYSTEM FAILURE WHICH MAY RESULT IN THE APP BEING UNAVAILABLE.

PRECAUTIONS AND LIABILITY

PynPoints is not a marketing or advertising firm and takes no part in product marketing, brand management, brand licensing, research, strategy, or identity management. PynPoints merely provides the marketplace platform necessary for such aforementioned parties to publish and send location-based targeted information, offers, and alerts to subscribers using the PynPoints publisher website. Neither PynPoints, nor any of our licensors, suppliers, or affiliates shall be liable for any data provided by the App. We do not recommend or endorse any targeted information, offers, and alerts that you or any other provider sends through the App.

PYNPOINTS ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF THE CONTENT OF ANY INFORMATION PROVIDED ON THE APP. PYNPOINTS DOES NOT WARRANT THAT IT HAS A LICENSE TO USE, POST, OR DISSEMINATE ANY TARGETED INFORMATION, OFFERS, AND ALERTS. PYNPOINTS SHALL NOT BE RESPONSIBLE FOR ANY LOSSES, EXPENSES, OR COSTS INCURRED WHATSOEVER RESULTING FROM USE OF THE APP OR ANY INFORMATION FOUND THEREIN EVEN IF SUCH INFORMATION WAS RELIED UPON. PYNPOINTS DOES NOT WARRANT THAT YOU WILL RECEIVE TARGETED INFORMATION, OFFERS, AND ALERTS TRANSMITTED FROM PROVIDERS. YOU HEREBY INDEMNIFY, HOLD HARMLESS, AND RELEASE PYNPOINTS FROM ANY CLAIM, LOSS, OR ACTION THAT COULD ARISE FROM YOUR USE OF THE APP. YOU ARE SOLELY RESPONSIBLE FOR HAVING READY ACCESS TO THE APP AND YOU ARE RESPONSIBLE FOR THE PAYMENT OF ALL THIRD PARTY SERVICE PROVIDER FEES TO HAVE THE APP

AVAILABLE, INCLUDING, BUT NOT LIMITED TO, INTERNET SERVICE PROVIDER FEES AND/OR CELLULAR OR PERSONAL DEVICE SERVICE FEES. PYNPOINTS IS NOT RESPONSIBLE FOR COMMUNICATION ERRORS OR LAPSES IN YOUR PROVIDER'S COMMUNICATION NETWORK OR YOUR DEVICE'S RELIABILITY AND/OR SERVICE FAILURES.

OWNERSHIP OF YOUR INFORMATION

You warrant that you are the owner of, and have the right to use, copy, store, disclose, publish, and transmit all records, information, materials, and data (in any format whatsoever) that you upload to the App. You hereby grant PynPoints an irrevocable, royalty free, and worldwide license to use, keep, maintain, copy, process, modify, aggregate, display, publish, post, transmit, and distribute all such records, information, materials, and data which you may submit or provide PynPoints access to.

INFORMATION THAT YOU SUBMIT

Your submission of information through the App is governed by PynPoints's Privacy Policy which can be viewed at: www.pynpoints.com/legal/privacypolicy . You represent and warrant that any information that you provide in connection with your use of the App is and shall remain true, accurate, and complete and that you will maintain and update such information regularly. You agree that if any information that you provide is false, inaccurate, obsolete, or incomplete we may terminate your use of the App.

WAIVER AND INDEMNIFICATION

BY USING THE APP, YOU AGREE TO INDEMNIFY AND HOLD PYNPOINTS, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, AND LICENSORS HARMLESS WITH RESPECT TO ANY CLAIMS ARISING OUT OF YOUR BREACH OF THESE TERMS, YOUR USE OF THE APP, OR ANY ACTION TAKEN BY PYNPOINTS AS PART OF ITS INVESTIGATION OF A SUSPECTED VIOLATION OF THESE TERMS, OR AS A RESULT OF ITS FINDING OR DECISION THAT A VIOLATION OF THESE TERMS HAS OCCURRED.

This means that you are barred from suing or recovering any damages from PynPoints, its directors, officers, employees, affiliates, agents, contractors, and licensors as a result of its decision to remove or refuse to process any information or content, to warn you, to suspend or terminate your access to the App, or to take any other action during the investigation of a suspected violation or as a result of PynPoints's conclusion that a violation of these Terms has occurred. This waiver and indemnity provision applies to all violations described in or contemplated by these Terms.

DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

PYNPOINTS DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF THE APP WILL BE UNINTERRUPTED OR ERROR-FREE AND YOU AGREE THAT FROM TIME TO TIME PYNPOINTS MAY DISABLE THE APP FOR INDEFINITE PERIODS OF TIME OR CANCEL THE APP AT ANY TIME WITHOUT NOTICE TO YOU.

YOU EXPRESSLY AGREE THAT YOUR USE OF, OR INABILITY TO USE, THE APP IS AT YOUR SOLE RISK.

TO THE MAXIMUM EXTENT ALLOWED BY LAW, THE APP IS (EXCEPT AS EXPRESSLY STATED BY PYNPOINTS) PROVIDED "AS IS," "WHERE-IS," "WITH ALL FAULTS," AND "AS AVAILABLE" FOR YOUR USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT ALLOWED BY LAW, IN NO CASE SHALL PYNPOINTS, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING FROM YOUR USE OF THE APP OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF THE APP, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT (OR PRODUCT) POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE APP, EVEN IF ADVISED OF THEIR POSSIBILITY.

TO THE MAXIMUM EXTENT ALLOWED BY LAW, PYNPOINTS, ITS OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES' TOTAL LIABILITY TO YOU FOR ANY ACTUAL LOSSES OR DAMAGES SHALL NOT EXCEED THE AMOUNT PAID BY YOU, IF ANY, TO PYNPOINTS FOR ACCESSING OR USING THE APP.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

PYNPOINTS SHALL USE REASONABLE EFFORTS TO PROTECT INFORMATION SUBMITTED BY YOU IN CONNECTION WITH THE APP, BUT YOU ACKNOWLEDGE AND AGREE THAT YOUR SUBMISSION OF SUCH INFORMATION IS AT YOUR SOLE RISK AND PYNPOINTS HEREBY DISCLAIMS ANY AND ALL LIABILITY TO YOU FOR ANY LOSS OR LIABILITY RELATING TO SUCH INFORMATION IN ANY WAY.

PYNPOINTS DOES NOT REPRESENT OR GUARANTEE THAT THE APP WILL BE FREE FROM LOSS, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSION AND PYNPOINTS DISCLAIMS ANY LIABILITY RELATING THERETO.

LICENSE

PynPoints grants to you a limited, royalty-free, non-exclusive, personal, non-perpetual, and non-transferable license to use the App and the services provided therein, subject to your compliance with these Terms. Any services provided via the App are licensed, not sold, to you. You may utilize the App and related service only as permitted by these Terms.

You shall not, and shall not allow any third party to, (i) license, sublicense, sell, resell, transfer, assign, distribute, or otherwise commercially exploit or make available to any third party the App in any way; (ii) modify, adapt, alter, translate or create derivative works of the App; (iii) create Internet "links" to the App or "frame" or "mirror" any App on any other server or wireless or Internet-based device; (iv) use or merge the App, or any component or element thereof, with other software, databases or services not provided by PynPoints; (iv) reverse engineer, decompile, disassemble, or otherwise attempt to derive the

source code or structure of the App; (v) interfere in any manner with the operation of the App; (vii) circumvent, or attempt to circumvent, any electronic protection measures in place to regulate or control access to the App; (viii) create a database by systematically downloading and storing the information provided via the App and service; or (ix) use any robot, spider, App search/retrieval application, or other manual or automatic device to retrieve, index, "scrape," "data mine," or in any way gather the information provided on the App or reproduce or circumvent the navigational structure or presentation of the App without our express prior written consent. You agree not to develop, distribute, or sell any software or other functionality capable of launching, being launched from, or otherwise integrated with the App.

PynPoints will have the right to investigate and prosecute violations of any of the above to the fullest extent of the law. PynPoints may involve and cooperate with law enforcement authorities in prosecuting users who violate these Terms.

OUR PROPERTY OWNERSHIP AND TRADEMARKS

PynPoints alone (and its licensors, where applicable) shall own all right, title, and interest, including all related intellectual property rights, in and to the App and any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by you or any other party relating to the App. You may not remove, alter, or obscure any copyright notice or any other proprietary notice that appears on or in the App.

PynPoints's name, logo, and the product names associated with the App are trademarks of PynPoints, its affiliated companies, or third parties and no right or license is granted to use them. Any logo, trademark, servicemark, domain name, or trade name appearing on or within the App ("Marks"), whether registered or not, are the property of PynPoints or their respective owners. You may not use any Marks without the express written permission of PynPoints.

NO RESPONSIBILITY FOR THIRD-PARTY MATERIALS OR WEBSITES

The App will include materials from third parties. In addition, PynPoints may provide links to certain third-party websites. You acknowledge and agree that PynPoints is not responsible for examining or evaluating the content or accuracy of any such third-party material or websites. PynPoints does not warrant or endorse and does not assume and will not have any liability or responsibility for any third-party materials or websites or for any other materials, products, or services of third parties. Links to other websites are provided solely as a convenience to you. You agree that you will not use any third-party materials in a manner that would infringe or violate the rights of any other party and that PynPoints is not in any way responsible for any such use by you. If you click on an advertiser's ad, in the event they are provided, and you are taken to an app or website other than PynPoints's App or website, you are assuming all responsibility for: (i) lost data; (ii) unsaved data in the PynPoints presence that you left; (iii) loss of links to return to the PynPoints App; (iv) possible intrusion to your PynPoints information through the link to the third party app or website.

TERMINATION

PynPoints is entitled to terminate your use of the App at any time with immediate effect (by disabling your use of the App) if you: (a) violate or breach any term of these Terms; or (b) in the opinion of PynPoints, misuse the App. PynPoints is not obliged to give notice of the termination of your account in advance. After termination PynPoints will give notice thereof in accordance with these Terms.

GOVERNING LAW AND VENUE

THIS SECTION AFFECTS YOUR RIGHTS. PLEASE READ CAREFULLY BEFORE AGREEING TO THESE TERMS BY USING OUR APP.

THESE TERMS SHALL BE GOVERNED BY THE LAWS OF THE STATE OF DELAWARE. THE EXCLUSIVE VENUE FOR ANY LEGAL ACTION AS TO THE INTERPRETATION OR ENFORCEMENT OF THESE TERMS SHALL BE A COURT OF APPROPRIATE JURISDICTION LOCATED IN PORTAGE COUNTY, WISCONSIN OR THE FEDERAL COURTS LOCATED IN MADISON, WISCONSIN.

The prevailing party in any proceeding to resolve a dispute pertaining to matters covered by these Terms shall be entitled to receive its reasonable attorney's fees, expert witness fees, and out of pocket costs incurred in connection with such proceeding, in addition to any other relief it may be awarded.

GENERAL COMPLIANCE WITH LAWS

The App and services are controlled and operated by PynPoints from its offices in the United States. You agree to comply with all local, state, and federal laws, statutes, ordinances, and regulations that apply to your use of the App and services.

OUR COMMUNICATIONS

If available, the e-mail address you provide during the App registration process will be the e-mail address we will use for all App-related communications to you. We may also send you messages via your account of the App. It is your responsibility to monitor these messages and respond in an appropriate manner. Our Apps may contain links or forms that can be used to contact us so you can comment, make a complaint, make suggestions, and ask questions. You represent and warrant that any information you enter into the Apps is correct and applies only to you and that you will keep your e-mail address and other information about you in your account up-to-date.

You can contact us through your account or by e-mail. Unless you tell us otherwise, or the law requires otherwise, you agree to receive all communications from us by e-mail or by our posting notices to your account. You agree that you are able to print the communications for your records. You agree that all communications that we send to you electronically satisfy any legal requirement that a communication be in writing. You may choose to get legal notices in paper form through the mail if you tell us you do not want legal notices sent electronically. If you choose to paper form, legal notices will be sent to you in paper form by postal mail or as otherwise permitted or required by law. All other communications not required by law to be in paper form will be sent electronically. To tell us you do not want legal notices sent electronically, and for any other notices under this Agreement, send the notice in writing and by certified and registered mail to Scott Gile, 5756 Kingfisher Dr. Stevens Point , WI 54482.

MISCELLANEOUS

If any provision of these Terms is found to be unlawful, void, or for any reason unenforceable, that provision will be deemed severable from these Terms and will not affect the validity and enforceability of

any remaining provision. These Terms, together with all policies referred to herein, are the entire agreement between you and PynPoints relating to the subject matter herein and supersede any and all prior or contemporaneous written or oral agreements or understandings between you and PynPoints relating to such subject matter. PynPoints's failure to enforce any right or provisions in these Terms will not constitute a waiver of such provision, or any other provision of these Terms. PynPoints will not be responsible for failures to fulfill any obligations due to causes beyond its control. We reserve the right to assign our rights and duties under these Terms to any person at any time without notice to you, nor will we contact you or seek your approval on any such assignment

CONTACT US

With questions, e-mail support@pynpoints.com.