

Terms and Conditions

We are ProBrand International, Inc. (“ProBrand International,” “our,” “us,” or “we”).

Your access to, and use of, all products and services sold or otherwise provided to you as a part of its Internet of Things solutions (collectively, the “Products” and the “Services,” respectively) and the Sites (as defined below) is subject to the terms and conditions set forth in these ProBrand International Terms of Service (these “Terms”).

PLEASE NOTE THAT THE SECTION OF THESE TERMS LABELED “CLASS-ACTION WAIVER AND AGREEMENT TO ARBITRATION” BELOW CONTAINS A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER. IT AFFECTS YOUR RIGHTS IN ANY DISPUTE WITH US, INCLUDING, WITHOUT LIMITATION, DISPUTES ARISING OUT OF YOUR USE OF THE SERVICES AND/OR YOUR PURCHASE AND/OR USE OF ANY SERVICE OR PRODUCT.

BY CLICKING “I ACCEPT” OR BY ACCESSING AND USING THE SERVICES AND/OR THE SITES, YOU ARE AGREEING TO ALL OF THESE TERMS. IF YOU DO NOT AGREE WITH ANY OF THESE TERMS, DO NOT CLICK “I ACCEPT” AND DO NOT ACCESS OR USE THE SERVICES OR ANY OF THE SITES.

ProBrand International reserves the right, in its sole discretion, to modify, amend or supplement any term or condition of these Terms at any time, with or without notice, by posting such modifications, amendments and/or supplements here. If you continue to use the Services after any such modifications, amendments, or supplements are made, you are then accepting and agreeing to be bound by them.

Scope of Services: ProBrand International provides access to the Services through both: (i) websites, including, without limitation, those located at www.probrandintl.com and related domains (each, a “Site,” and all, collectively, the “Sites”); and (ii) software that may be downloaded to a mobile device (each, a “Mobile App” and collectively the “Mobile Apps”). Certain additional paid services or features that ProBrand International may offer (such as additional cloud data storage and other premium subscription Services) may have additional or different terms. ProBrand International offers only the ability to access and/or use the Services, the Sites and Mobile Apps, and never sells or otherwise transfers ownership to any of them.

Subscriber Representation; Registration and User Accounts: You represent and warrant that: (i) if you are an individual, you are at least 18 years old and otherwise legally competent in all respects to enter into and be bound by these Terms; or (ii) if you are an entity, (A) you are a legal entity in good standing, (B) you possess all legal authority and power to enter into and be bound by these Terms, (C) the natural person who clicked “I Accept” to accept these terms had full corporate authority to do so, and you hereby bind your entity and all natural persons employed or engaged by your entity that may use the Services, the Sites and/or the Mobile Apps.

As a part of the registration process used by ProBrand International for you to create an account to access and use the Services, you must submit certain information as prompted, such as your name,

email address, phone number, zip code/post code, and address. You may be prompted to provide additional optional information during setup which is not required to register for an account but may be necessary to provide you with full Services, to provide you with a trial of premium, or other subscription-only services, or that might be helpful to ProBrand International in providing you with a more customized experience. This information could include, for example, payment information.

As part of the registration process, you will create a password that will allow you to log in to the Services. You are responsible for maintaining the confidentiality of your password and for all activities that occur on your account. You agree not to share your password, let others access or use your password, or do anything else that might jeopardize the security of your password. All the information that you provide when registering for an account and otherwise through the Sites and/or the Mobile Apps must be accurate, complete, and up to date. You may change, correct, or remove any information from your account by either logging into your account directly and making the desired changes or contacting ProBrand International' support team.

Authority to Submit Data from Devices to the Services; License to Such Data: The Services collect, analyze, and store data submitted from your IoT-enabled devices, including, without limitation, mobile devices (collectively, "Devices") that are set up by you and connected to the Services in order to submit such data to the Services. You represent and warrant that you have full legal authority to submit data and information from any Devices that you connect to the Services. By using the Services and submitting such data from any Device, you hereby grant ProBrand International a worldwide, perpetual, royalty-free license to use, reproduce, distribute copies of, create derivative works of, and publicly display the information in connection with your use of the Services. ProBrand International is not responsible or otherwise liable for data submitted to the Services from Devices except as expressly set forth in these Terms.

ProBrand International does not verify the accuracy or ownership of the data or information submitted from Devices to the Services. You alone are responsible for determining: (i) the identity of those to whom you grant access to Devices, and (ii) the type, character, amount, and nature of the data submitted from Devices to the Services.

Payment: To the extent to which we sell Products and/or the Services to you for any fee or charge that we collect, you will be required to select a form of payment and provide us information regarding your credit card or other form of payment authorized by us. You represent and warrant that such information is true and correct and that you are authorized to use the selected form of payment. When you make a payment, you authorize us (and our designated payment processor(s)) to charge the full amount to the payment source you designate for the transaction. You acknowledge and agree that you are liable for any and all applicable sales and use taxes for any purchase you make based on the mailing address that you provide, and you authorize ProBrand International to charge your payment method for any such applicable taxes. You will promptly update your account information with any changes (for example, a change in your billing address or credit card expiration date) that may occur. You will pay us, in U.S. dollars, all fees and charges incurred in accordance with the authorized form of payment and these Terms. If you agreed to purchase a Tracking Device and subscribe to the Monitoring Service, you will pay not only all fees and charges incurred in accordance with the authorized form of payment and these Terms, but also all police, fire department, ambulance, or paramedic charges or fees and all false alarm fines or penalties and response fees (whether charged to you or to us) by any third party. If you dispute

any fees or charges, you must let us know within sixty (60) days after the date that we invoice or otherwise charge you, and give us the opportunity to remediate any problem that you believe entitles you to dispute those fees or charges. You hereby grant to us the right to fix any payment processing errors that we may discover, and the right to correct any such processing errors by debiting or crediting the payment method used for the transaction found to be in error.

We may charge your credit or debit card or account for your first fee for a subscription Service on the date upon which we process your order for that subscription Service, and on or about each monthly or annual anniversary thereafter. We may also obtain preapproval for an amount up to the amount of the transaction. Once your payment method is charged the first fee for a subscription Service, we will send a confirmation email to the email address that you have provided. If you have any dispute with either any such charge or your request that it recur, you must notify us in accordance with Section 5.

You acknowledge and agree that the amounts billed each billing period for subscription Services may vary for reasons that may include differing amounts due to promotional offers or changing subscription Services or prices. You authorize ProBrand International to charge your payment method for such varying amounts, or provide you a credit, on your next billing cycle.

YOU ACKNOWLEDGE AND AGREE THAT: (I) PROBRAND INTERNATIONAL RESERVES THE RIGHT TO AUTOMATICALLY RENEW EACH SUBSCRIPTION SERVICE THAT YOU PURCHASE, ON OR ABOUT EACH MONTHLY OR ANNUAL ANNIVERSARY OF THE DATE UPON WHICH PROBRAND INTERNATIONAL FIRST CHARGES YOU FOR THE SUBSCRIPTION SERVICE; AND (II) PROBRAND INTERNATIONAL WILL HAVE THE RIGHT TO CHARGE YOU THE APPLICABLE MONTHLY OR ANNUAL SUBSCRIPTION FEE ALONG WITH ANY SALES OR SIMILAR TAXES THAT MAY BE IMPOSED THEREON UNLESS YOU CANCEL PRIOR TO THE RENEWAL DATE.

If ProBrand International is unable to successfully charge your payment method for any charges due, ProBrand International reserves the right to revoke or restrict access to the Services, delete your stored content, and/or terminate your account. If you want to designate a different payment method, or if there is a change in status for your payment method, you may change your payment method by logging into your account and making all payment-related changes to your account profile. You hereby acknowledge and agree that making such changes may: (i) temporarily disrupt services while ProBrand International verifies your new payment information; and (ii) may result in a change to your payment billing date.

Your access to subscription Services may begin with a free trial for a limited period of time. If you receive a free trial, the specific offer terms will be as stated in the material describing the free trial offer. Free trials are for new ProBrand International customers only. You may not combine free trials with any other offers. ProBrand International reserves the right to determine and limit eligibility for any free trial. Once your free trial period ends, we will begin billing your payment method for the monthly or annual fee for subscription Services corresponding to the subscription you chose at the time of purchase (plus any applicable taxes), unless you properly and timely cancel. For that reason, you may be asked to set up a valid payment method for continuation charges when redeeming a free trial offer. If you wish to avoid charges to your payment method, you must cancel subscription Services prior to the last day specified therefor in the terms applicable to your free trial period.

Orders, Returns, Cancellations, and Refunds: If you order Hardware directly through ProBrand International, ProBrand International will pack and ship each Product that comprise hardware (“Hardware”) in accordance with our standard practices and the rules of our shipping partners. We will charge you for shipping and handling. Scheduled shipment dates are estimates only, and, while ProBrand International will use commercially reasonable efforts to meet scheduled shipment dates, in no event will ProBrand International be liable for any loss, damage, or penalty resulting from any delay in shipment or delivery.

If you are the original purchaser of Hardware that you purchased from ProBrand International (as opposed to from a third party) you may return defective hardware within three hundred sixty-five (365) days of the date upon which defective Hardware was received by Customer. For such returns, ProBrand International will refund to Customer the full invoiced cost of the Hardware so returned. Customer will not return any Product to ProBrand International: (i) without having first obtained from ProBrand International a RMA, and clearly labeling the return shipping packaging therewith, prior to shipping for return; and (ii) other than unmodified and in the original packaging. Except as ProBrand International may from time to time otherwise specify, all returns will be shipped F.O.B. point of destination with risk of loss for all Product returned passing to ProBrand International upon delivery to ProBrand International. Without limiting the foregoing: (i) only Hardware that has been purchased directly from ProBrand International can be returned to ProBrand International; and (ii) Hardware purchased from any third party may be returned, if at all, to such third party in accordance with its returns policy.

If you wish to cancel an order that ProBrand International has not yet fulfilled, or if you would like to schedule a return (including to receive a refund of a purchase price), contact us via www.probrandintl.com with your order details.

To qualify for a refund or credit (excluding shipping and handling, duties, and taxes) you must:

Contact ProBrand International with your order details within sixty (60) calendar days from your original order date, and obtain from ProBrand International a Return Merchandise Authorization (RMA);

Return the Hardware along with all parts/components included with your original shipment, each in its original packaging, to the shipping address set forth below using a shipper that provides you with a shipment tracking number (i.e. FedEx, UPS, DHL); and

Include with your return shipment the valid RMA number provided by ProBrand International, plainly visible on the outside of the returned package.

ProBrand International reserves the right to reject and either dispose of or return to you, at your expense, any return that is sent other than in compliance with the foregoing specified instructions. Requests for an RMA received by ProBrand International more than sixty (60) calendar days after the original purchase date for purchased Hardware may be evaluated on a case-by-case basis, subject to ProBrand International’s management approval and restocking fee. Products that are software, as well as Hardware that has been customized, modified, and/or altered other than by ProBrand International are not eligible for return or refund.

Shipping Address for Returns

ProBrand International, Inc.
Attn: Product Returns Dept
1900 West Oak Circle, Suite A
Marietta, GA 30062

YOU MAY CANCEL YOUR AUTOMATIC RENEWAL FOR SUBSCRIPTION SERVICES AT ANY TIME BY CONTACTING US VIA ONLINE AT: www.probrandintl.com Unless otherwise noted, any fees paid by you prior to your cancellation are nonrefundable (except as expressly permitted otherwise by these Terms or as may be required by law), including, without limitation, any fees paid in advance for the billing cycle during which you cancel. Termination past the relevant deadline for cancellation will not relieve you of any obligation to pay any accrued fees or charges to which you committed and failed to timely cancel. Upon cancellation of subscription Services, you will lose access to the benefits thereof to which you had previously had access, and ProBrand International will have the right to delete information and data stored as part of your account.

Limited Hardware Warranty: For one (1) calendar year from your original order date, ProBrand International warrants to you (and not to any third party) that Hardware manufactured by or for ProBrand International that you received from ProBrand International (as opposed to from a third party) will be free from material defects in materials and workmanship conditioned on the following: (i) such Hardware has been used solely normally and in accordance with all technical specifications and/or user manuals that accompany such Hardware; and (ii) such Hardware is associated with an active, fully paid, subscription to Services purchased by you.

For any breach of this limited hardware warranty, you must contact ProBrand International within one (1) calendar year from your original order date pursuant to the contact instructions set forth in Section 5.

If you submit a valid limited hardware warranty claim to ProBrand International, and you follow the instructions for returning the Hardware set forth in Section 5, we will, at our option, either: (i) repair the Hardware using either new or refurbished parts; (ii) replace the Hardware with a new or refurbished Hardware; or (iii) refund the full purchase price of the Hardware, less any shipping and handling, duties and taxes that you paid with your original purchase (i.e., shipping and handling, duties, and taxes are not refundable).

This limited hardware warranty does not apply to: (i) consumable parts, such as batteries, unless failure has occurred due to a defect in materials or workmanship of the Hardware itself; (ii) cosmetic damage, including, without limitation, scratches, dents, and broken plastic on ports; (iii) defects or damage caused by misuse, accident (including, without limitation, collision, fire and the spillage of solids or liquids), neglect, abuse, alteration, unusual stress, modification, improper or unauthorized repair, installation, testing, or improper storage; (iv) damage caused by operation outside the permitted or intended uses for the Hardware described by ProBrand International; (v) damage caused by use with non-ProBrand International products or services; or (vi) any software, even if packaged or sold with Hardware.

Consumers in some jurisdictions may have legal rights under applicable national legislation governing the sale of consumer goods, including, without limitation, national laws implementing EC Directive 99/44. Any such rights are not affected by the warranties in this limited hardware warranty.

Terms for Personal Services Emergency Tracking Devices: If you agreed to purchase a personal emergency tracking device (a "Tracking Device") and subscribe to an optional accompanying monitoring service (the "Monitoring Service"), you acknowledge and agree that the Monitoring Service is provided by a third-party operating its own call center (the "Call Center"), and that ProBrand International will provide monitoring services for the Tracking Device in accordance with these Terms.

You acknowledge and agree that the Tracking Device is intended to be used only for personal emergencies and that the Call Center will have the right to notify appropriate authorities (i.e., police, fire department, or other emergency personnel (each, a "Responder")) if a signal is received from the Tracking Device. The Monitoring Service is designed to track the Tracking Device, and, therefore, if you provide the Tracking Device to another person or become separated from the Tracking Device the Monitoring Service will not be able to track your location.

THE TRACKING DEVICE AND MONITORING SERVICE HAVE CERTAIN LIMITATIONS. IN CONSIDERATION FOR THE PROVISION OF THE TRACKING DEVICE AND THE MONITORING SERVICE, YOU ACKNOWLEDGE AND AGREE THAT:

NEITHER WE NOR THE CALL CENTER REPRESENT OR WARRANT THAT THE TRACKING DEVICE OR THE MONITORING SERVICE WILL PREVENT DEATH, BODILY, OR PERSONAL INJURY, OR ANY OTHER INJURY OR DAMAGE TO YOU OR OTHERS WHO USE THE TRACKING DEVICE, AND THAT YOU OR OTHERS WHO USE THE TRACKING DEVICE DO NOT AND HAVE NOT RELIED UPON ANY EXPRESS OR IMPLIED REPRESENTATION BY PROBRAND INTERNATIONAL OR THE CALL CENTER TO THAT EFFECT.

NEITHER WE NOR THE CALL CENTER MAKES ANY REPRESENTATION OR WARRANTY AS TO THE PROMPTNESS OF OUR OR THE CALL CENTER'S RESPONSE, AND NEITHER WE NOR THE CALL CENTER HAVE ANY CONTROL OVER THE RESPONSE TIME OR CAPABILITY OF ANY AGENCY OR PERSON WHO MAY BE NOTIFIED AS A RESULT OF THE TRACKING DEVICE BEING USED.

WE AND/OR THE CALL CENTER MAY BE NEGLIGENT IN PROVIDING THE MONITORING SERVICE, THAT THE CALL CENTER MAY FAIL TO PROPERLY RESPOND TO THE RECEIPT OF AN EMERGENCY SIGNAL FROM THE TRACKING DEVICE, THAT THE TRACKING DEVICE MAY FAIL TO FUNCTION PROPERLY, AND THAT THE TRACKING DEVICE RELIES UPON THE AVAILABILITY OF GPS COVERAGE AND DATA, WIRELESS INTERNET NETWORK AVAILABILITY, AND/OR CELLULAR NETWORK COVERAGE TO OPERATE PROPERLY, AND THAT EACH OF THOSE THINGS ARE PROVIDED BY THIRD PARTIES THAT ARE NOT CONTROLLED BY PROBRAND INTERNATIONAL.

THE CALL CENTER IS RESPONSIBLE ONLY FOR ENDEAVORING TO NOTIFY RESPONDERS AND FOR THE PROMPTNESS, SUFFICIENCY, OR ADEQUACY OF THE ACTION OR INACTION OF ANY RESPONDER OR ANY THIRD PARTY ACTING AS A RESPONDER.

IN NO WAY DOES PROBRAND INTERNATIONAL REPRESENT OR GUARANTEE THAT ANY RESPONDER CAN BE CONTACTED, THAT THEY CAN OR WILL RESPOND, OR THAT ANY RESPONSE WILL BE SAFE OR

EFFECTIVE, AND NO RESPONDER IS AN AGENT OR OTHER REPRESENTATIVE OF PROBRAND INTERNATIONAL AND ANY ACTION TAKEN BY ANY RESPONDER WILL IN NO WAY BE IMPUTED TO PROBRAND INTERNATIONAL.

WE WILL HAVE THE RIGHT TO PROVIDE THE CALL CENTER AND ANY RESPONDER OR OTHER NECESSARY THIRD PARTY, AS DETERMINED BY US IN OUR SOLE DISCRETION, WITH ACCESS TO ALL INFORMATION PROVIDED BY YOU IN CONNECTION WITH THESE TERMS.

ALL COMMUNICATIONS BETWEEN YOU, PROBRAND INTERNATIONAL AND THE CALL CENTER MAY BE RECORDED, AND YOU CONSENT TO SUCH RECORDING.

IF ANY ALARM SIGNAL IS RECEIVED BY THE CALL CENTER AND A RESPONDER IS SENT TO THE LOCATION OF THE TRACKING DEVICE, IF THE RESPONDER WOULD NEED A KEY, CODE, OR OTHER MEANS OF ACCESS TO SUCH LOCATION AND THAT MEANS OF ACCESS IS UNAVAILABLE TO SUCH RESPONDER, THE RESPONDER MAY BE REQUIRED TO FORCIBLY ENTER SUCH LOCATION AS THE RESPONDER DETERMINES IN THEIR SOLE DISCRETION, AND THIS MAY RESULT IN DAMAGE OR PHYSICAL INJURY TO YOU OR A THIRD PARTY OR TO PROPERTY OWNED BY YOU OR A THIRD PARTY.

IF WE AND/OR THE CALL CENTER WERE TO HAVE ANY LIABILITY GREATER THAN THAT AGREED TO BY YOU PURSUANT TO SECTION 20, WE COULD NOT AND WOULD NOT PROVIDE THE TRACKING DEVICE OR THE MONITORING SERVICE, THE AMOUNTS BEING CHARGED BY US ARE NOT SUFFICIENT TO GUARANTEE THAT NO LOSS WILL OCCUR, WE ARE NOT ASSUMING RESPONSIBILITY FOR ANY LOSSES WHICH MAY OCCUR EVEN IF DUE TO OUR NEGLIGENT PERFORMANCE OR FAILURE TO PERFORM ANY OBLIGATION UNDER THESE TERMS, AND YOU WILL LOOK EXCLUSIVELY TO YOUR INSURER(S) TO RECOVER ANY DAMAGES THAT MAY BE SUFFERED.

THE AMOUNT YOU PAY TO US IS BASED SOLELY ONLY ON THE VALUE OF THE MONITORING SERVICE AND NOT ON THE VALUE OF YOU OR YOUR PREMISES OR ITS CONTENTS, IT IS DIFFICULT TO DETERMINE IN ADVANCE THE VALUE OF ANY PERSONAL INJURY OR DEATH OR THE PROPERTY THAT MIGHT BE LOST, STOLEN, OR DESTROYED IF THE TRACKING DEVICE OR THE MONITORING SERVICE FAILS TO OPERATE PROPERLY AND IT IS DIFFICULT TO DETERMINE IN ADVANCE WHAT PORTION, IF ANY, OF ANY PROPERTY LOSS, PERSONAL INJURY, OR DEATH WOULD BE PROXIMATELY CAUSED BY OUR OR THE CALL CENTER'S NON-PERFORMANCE AND/OR NEGLIGENCE OR A FAILURE OF THE TRACKING DEVICE.

YOU SHOULD OBTAIN ANY LIFE, MEDICAL OR DISABILITY INSURANCE FOR THE PROTECTION OF YOURSELF AND OTHERS WHO MAY USE THE TRACKING DEVICE.

THERE ARE ALTERNATIVES AVAILABLE TO YOU SUCH AS 911 EMERGENCY TELEPHONE SERVICE AND YOU HAVE SELECTED THE TRACKING DEVICE AND THE MONITORING SERVICE WITH A FULL UNDERSTANDING OF ITS LIMITATIONS, AND THE LIMITATION OF LIABILITY SET FORTH IN SECTION 20.

NEITHER WE NOR THE CALL CENTER ARE AN INSURER OF YOUR PREMISES, PROPERTY, OR YOUR PERSONAL SAFETY AND YOU ARE SOLELY RESPONSIBLE FOR PROVIDING ANY LIFE, HEALTH, DISABILITY, AND/OR CASUALTY INSURANCE.

You hereby represent and warrant that the emergency contact information provided by you to ProBrand International is accurate and up to date. To avoid false alarms, the Call Center will have the right to first call your contact telephone number to determine if an actual emergency exists before contacting any

Responder. If the Call Center has reason to believe that no actual emergency exists, the Call Center will have the right to choose to not place a call to or otherwise notify any Responder. You hereby acknowledge and agree that the optional Call Center service will have the right to rely absolutely on your statements as well as those of any Responder or any person acting on your behalf or that of any Responder.

You will: (i) test the Tracking Device in accordance with the instructions provided; (ii) use the Tracking Device carefully, so as to avoid causing false alarms; (iii) use the Tracking Device and the Monitoring Service only in accordance with these Terms and the procedures and specifications provided by ProBrand International and not use the Tracking Device or the Monitoring Service for any other purpose; (iv) provide us with accurate, complete, and up to date personal information as requested by us in relation to the Tracking Device and/or Monitoring Service, and promptly notify us in writing of any changes thereto; (v) not allow any third party to use the Tracking Device unless approved by ProBrand International and the Call Center; and (vi) allow us, the Call Center, and/or our authorized service representatives access to the Tracking Device in order to inspect the Tracking Device, performance maintenance, or repairs to the Tracking Device or remove the Tracking Device after termination or expiration of these Terms.

Terms for Loaned or Rented Hardware: If ProBrand International has loaned and/or rented Hardware to you, acknowledge and agree that your possession thereof is pursuant to a bailment, under which you: (i) will hold possession of the Hardware in trust for ProBrand International; (ii) bear all risk of loss of the Hardware immediately upon your receipt thereof into your control; and (iii) use reasonable care with the Hardware, and have responsibility for damage, destruction, loss, and/or theft thereof.

ProBrand International reserves the right, at any time, and with or without notice or further obligation to you of any kind whatsoever, to: (i) discontinue the production or distribution of and/or recall any loaned and/or rented Hardware; and (ii) change the design or specifications of such Hardware. In such event, you will immediately cease use of, and promptly return, such Hardware specified by ProBrand International, in the same manner as set forth in Section 5.

Upon expiration or termination of these Terms for any reason whatsoever, you will immediately cease use of, and promptly return, any loaned and/or rented Hardware specified by ProBrand International, in the same manner as set forth in Section 5.

You will not: (i) permit any loaned and/or rented Hardware to leave the premises at which you have specified with ProBrand International that such Hardware will be used; (ii) dispose of or destroy any such Hardware, regardless of damage thereto, or permit the sale, gifting, or other transfer thereof; or (ii) allow any lien to attach to any such Hardware.

If any loaned and/or rented Hardware is stolen, lost, damaged beyond the point of usability or destroyed during use, you will promptly notify ProBrand International in writing thereof, providing details of such event, including an identification of the loaned and/or rented Hardware affected.

If you do not return to ProBrand International any loaned and/or rented Hardware as required by these Terms, you will pay to ProBrand International, within five (5) days of the date upon which you were required to return such Hardware, the then-current, retail value of a new and unopened unit of such Hardware.

As between ProBrand International and you: (i) ProBrand International will retain all undivided copyrights, patents, trade secrets, trademarks and trade name rights, and all other right, title, and interest, in and to the Hardware, including, without limitation, all packaging designs, logos, slogans, advertising materials, promotional materials, and all other materials of ProBrand International; and (ii) you will not have or acquire any right, title, or interest therein under any circumstances whatsoever, except as expressly and unambiguously set forth in these Terms.

You will comply with all applicable international, national, state, regional, and local laws and regulations in any dealings with respect to loaned and/or rented Hardware, including, without limitation, all applicable United States export control laws and regulations concerning export and re-export of technology and documentation, including, without limitation, the laws and regulations administered by the United States Department of Commerce and the United States Department of State. You will promptly notify ProBrand International in the event that you know or have reason to believe that any act or refrainment from acting required by or contemplated under these Terms violates any law, rule or regulation (whether criminal or non-criminal) in effect in any geographic territory in which you use loaned and/or rented Hardware.

Terms for NIST Certification: If you are the original purchaser of Hardware manufactured by or for ProBrand International that you received from ProBrand International (as opposed to from a third party) and you request our assistance with NIST certification for such Hardware, we will use commercially reasonable efforts to coordinate with an accredited facility the initial NIST certification, provide you the appropriate certificates and documentation supplied by the NIST facility, and coordinate with you with respect to ongoing renewal, recertification or replacement of the NIST-certified Hardware.

Third Party Products and Services: Use of the full functionality of the Services may require you to utilize one or more third-party products or services, including, without limitation, open-source software or third-party software that is licensed separately under the terms of various separate license agreements ("Other Software"). For example, certain of the Services' features, such as the asset tracking and sensor map functionalities, utilize Google Maps Geocode API. You decide which third-party products or services, if any, you want to utilize. Other Software is licensed to you under the terms of the applicable third-party license agreements (the "Other Software Terms"). Intellectual property rights and to the Other Software are held by copyright holders indicated in the Other Software Terms. Nothing in these Terms limits your rights under, or grants you rights that supersede, the terms and conditions of any applicable Other Software Terms for the Other Software. Your explicit consent and authorization may be required for any third-party product or service, including, without limitation, Other Software. Once your consent is given for a particular third-party product and service, including, without limitation, Other Software, ProBrand International may exchange information and data regarding you and your use of the Services, in order to enable the interface you have authorized to work together with the Services. Once this information is shared with the particular third-party product or service, its use will be governed by the third party's privacy policy and terms of service.

Cookies: The Sites use “cookies.” Cookies are small text files that reside on your computer and identify you as a unique user. Cookies allow us to, among other things, measure activity on the Sites and personalize your experience. For example, cookies enable us to remember your viewing preferences without requiring you to re-type a user name and password. If you choose, you can set your browser to reject cookies, or you can manually delete individual or all the cookies on your computer by following your browser’s help file directions. However, if you reject or delete cookies, you may have some trouble accessing and using some of the Services. We also use other common information-gathering tools such as web beacons and embedded web links. Please, review our Privacy Policy to learn more about cookies at www.probrandintl.com.

Services License & Restrictions; IP Rights: As long as you pay all amounts owed to ProBrand International in connection with your purchase of a license to access the Services and to not breach these Terms, ProBrand International grants to you a limited, revocable, non-exclusive, non-transferable license to access and use the Services that you purchase. You will not directly or indirectly do any of the following: (i) modify, disassemble, decompile, or reverse engineer any of the technology infrastructure underlying the Services, including, without limitation, the Sites, the Mobile Apps and/or any loaned and/or rented Hardware; (ii) rent, lease, loan, resell, sublicense, distribute, or otherwise transfer the Services to any third-party or use the Services and/or any loaned and/or rented Hardware on a time sharing basis or to provide any security or other services for any third party; (iii) make any copies of the technology infrastructure underlying the Services, including, without limitation, the Sites, the Mobile Apps and/or the firmware on any loaned and/or rented Hardware; (iv) remove, circumvent, disable, damage, or otherwise interfere with security-related features of the Services and/or any loaned and/or rented Hardware; (v) delete the copyright or other proprietary rights notices on the Services, the Sites, the Mobile Apps and/or any Hardware; (vi) attempt to access, monitor, or use the Services accounts or information of other customers; (vii) access the Services in order to build a similar or competitive product; (viii) upload, transmit, or distribute any computer viruses, worms, or software intended to damage or alter a computer or communication network, computer, handheld mobile device, data, the Services, the Sites, the Mobile Apps, and/or any other property; (x) interfere with, disrupt, or attempt to gain unauthorized access to the servers or networks connected to the Services; or (xii) violate any applicable law or regulation.

ProBrand International is the exclusive owner of rights and interests in and to the mark ProLink Connect™ in the United States and abroad. Other trademarks, names, and logos on or available through the Services are the property of ProBrand International or their respective third-party owners. Unless otherwise specified in these Terms, all technology and intellectual property available or appearing on or through any of the Services, including, without limitation, the Sites, the Mobile Apps, information, software, documents, services, content, site design, text, graphics, logos, images, and icons, are the sole property of ProBrand International or its licensors. All rights not expressly granted herein are reserved by ProBrand International.

System Requirements: You are responsible for having all required software, hardware, and other system elements required for your use of the Services, as well as for making sure that they are compatible and properly configured. You acknowledge that ProBrand International cannot provide the Services properly if requirements and compatibility are not met. You must have a working cellular and/or internet

connection, a supported Device (to use a Site and/or a Mobile App), and other hardware, software, equipment or items specified by ProBrand International. We recommend a high-speed internet connection with at least 5 Mbps of upload bandwidth, although lower upload rates may be sufficient as well. ProBrand International reserves the right to change any of the minimum system requirements at any time.

Security; Privacy; Electronic Communications: ProBrand International cares about the integrity and security of its users' personal information. Nevertheless, ProBrand International cannot guarantee that unauthorized third parties will never be able to defeat ProBrand International' security measures. You acknowledge that you provide your personal information, and that your use of the Services is, at your own risk. Learn how we handle your information when you use the Services by reading our Privacy Policy. We encourage you to read our Privacy Policy carefully because, by using the Services, you agree that ProBrand International can collect, use, and transfer your data consistent with that Privacy Policy. By using the Services, you consent to receiving service-related electronic communications from ProBrand International, which may include notices about applicable fees, transactional information, and other information related to the Services. You agree that any notices, agreements, disclosures, or other communications that we send you electronically will satisfy any legal requirements, including, without limitation, that such communications be in writing.

Updates: From time to time, ProBrand International may provide updates, upgrades, patches, bug fixes, and other modifications to improve the technology infrastructure underlying the Services, including, without limitation, the Sites and/or the Mobile Apps and related services ("Updates"). You acknowledge and agree that you may be required to install Updates to continue to access and use the Products and/or the Services. You agree and consent to Updates being automatically installed without receiving any additional notice or providing any additional consent. Any Update provided to you is made on a license-exchange basis such that you agree, as a condition for receiving an Update, that you will terminate all of your rights to use any previous version of any software related to Products and/or Services affected by the Update. However, you may continue to use such previous version to the extent to which it may be of assistance to you in transitioning to the Update. Once an Update has been released, ProBrand International may cease support for previous versions, with or without any notice to you.

Support: Unless otherwise expressly agreed by ProBrand International in writing, ProBrand International is not obligated to provide you with any technical support services relating to either the Products or the Services; provided, however, you may order support services for an additional charge (or as otherwise expressly provided for elsewhere in the Agreement) as ProBrand International may offer from time to time.

Changes; Termination and Suspension: ProBrand International reserves the right to, at any time, and with or without notice or further obligation to you of any kind whatsoever: (i) discontinue the production or distribution of, or change the design or specifications of the Services; (ii) suspend the Services for security reasons, system failure, maintenance and repair, or other circumstances; and (iii) change its pricing, service, warranty, or other policies. ProBrand International does not offer any specific uptime guarantee for the Services. Any termination or suspension of any Services will not result in any credit or refund of any kind except as expressly set forth herein.

These Terms continue in effect while you access and use the Services. At any time, ProBrand International may suspend or terminate your rights to access or use the Services, or terminate these

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Limitation of Liability: PROBRAND INTERNATIONAL WILL NOT BE LIABLE FOR NONPERFORMANCE OR DELAY IN PERFORMANCE OF THE SERVICES CAUSED BY ANY REASON, WHETHER WITHIN OR OUTSIDE OF ITS CONTROL. IN NO EVENT WILL PROBRAND INTERNATIONAL BE LIABLE UNDER CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF USE, LOST PROFITS, LOSS OF DATA OR INFORMATION, OR LOSS OF GOODWILL OR OPPORTUNITY) WHETHER OR NOT PROBRAND INTERNATIONAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

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YOUR RIGHTS MAY VARY FROM STATE TO STATE, AND SOME JURISDICTIONS DO NOT ALLOW A LIMITATION ON LIABILITY DAMAGES AS CONTAINED IN THESE TERMS. IN SUCH JURISDICTIONS, PROBRAND INTERNATIONAL' LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW. THE FOREGOING LIMITATIONS WILL APPLY, WITHOUT LIMITATION, TO ALL SUPPORT AND MAINTENANCE PROVIDED TO YOU BY PROBRAND INTERNATIONAL AND/OR ANY OTHER USERS.

Indemnification: You will defend and hold harmless ProBrand International (and its affiliates, representatives, agents, shareholders, directors, officers, employees, successors, and assigns) from and against any third-party claim, action, suit, or proceeding that arises from, is based on or related to your breach of these Terms or any unauthorized use of the Services, and indemnify ProBrand International for all losses, damages, expenses, and costs (including, without limitation, reasonable attorneys' fees and costs) incurred by ProBrand International as a result of any such claim, action, suit, or proceeding.

Class-Action waiver and agreement to Arbitration: PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS RIGHTS THAT YOU MAY OTHERWISE HAVE. IT PROVIDES FOR RESOLUTION OF DISPUTES THAT YOU AND WE MAY HAVE WITH EACH OTHER BY USING ARBITRATION RATHER THAN COURT TRIALS, JURY TRIALS, OR CLASS ACTIONS. ARBITRATION IS FINAL AND BINDING AND SUBJECT TO LIMITED REVIEW BY A COURT. THIS ARBITRATION CLAUSE WILL SURVIVE TERMINATION OF THESE TERMS.

ANY DISPUTE OR CLAIM MADE BY YOU AGAINST US ARISING OUT OF OR RELATING TO THESE TERMS, THE SERVICES, AND/OR YOUR PURCHASE AND/OR USE OF THE PRODUCT(S), REGARDLESS OF WHETHER SUCH DISPUTE OR CLAIM IS BASED IN CONTRACT, TORT, PRODUCTS LIABILITY, STATUTE, FRAUD, MISREPRESENTATION, OR ANY OTHER LEGAL THEORY (TOGETHER, A "DISPUTE") WILL BE RESOLVED BY BINDING ARBITRATION, AS DESCRIBED BELOW.

Either you or we will have the right to elect to initiate binding arbitration to resolve any Dispute by providing the other party with written notice of such election. You and we each hereby agree, and agree in the further to take all steps required, to waive the right to litigate any Dispute in court, be it by way of court trial, jury trial, or class action, and agree that: (i) such arbitration will be governed by the Consumer Arbitration Rules of the American Arbitration Association (the "Rules"), which are available here or by calling +1-800-778-7879; (ii) the arbitration will be conducted by one arbitrator appointed in accordance with the Rules; (iii) the language of the arbitration will be English; (iv) the arbitration will be conducted in Atlanta, Georgia using Georgia law, irrespective of its choice of law rules; (v) we each irrevocably consent and submit to exclusive personal jurisdiction and venue as such for the purposes of arbitrating any such action; (vi) the arbitrator in such arbitration will be without jurisdiction to conduct a class arbitration or other representative proceeding, and may not consolidate one person's claims with another; (vii) all issues of enforceability of this arbitration provision, including, without limitation, issues relating to scope, validity, and unconscionability, will be decided by the arbitrator; (viii) the entirety of any arbitration will be confidential, and neither you nor us will have any right to disclose the existence, content, or results of any arbitration, except as may be required by law or for purposes of enforcement of the arbitration award; (ix) payment of all arbitrator compensation, expenses, and administrative fees (which include, without limitation, filing and hearing fees) will be governed by the Rules; (x) each of us will bear our own fees and costs related to any arbitration, including, without limitation, the expense of our respective counsel, experts, witnesses, and preparation and presentation of evidence at the arbitration; and (xi) notwithstanding (ix) and (x) above, the arbitrator will have the right to re-allocate his

or her compensation, expenses, and/or administrative fees, as well as your and our fees and costs related to the arbitration, if he or she determines that a claim, defense and/or counterclaim was filed for purposes of harassment or is patently frivolous.

In the event that this arbitration provision is found to be invalid, illegal, or unenforceable, a modified provision will be substituted that carries out as nearly as possible our original intent, and the validity, legality, and enforceability of any of the remaining provisions of these Terms will not in any way be affected or impaired thereby. If for any reason this arbitration provision is deemed inapplicable or invalid, you and we each hereby waive, to the fullest extent allowed by law, any right to a jury trial, any right to recover punitive or exemplary damages, and any right to pursue any claims on a class or consolidated basis or in a representative capacity.

Judgment on any arbitration award may be entered in any court having proper jurisdiction.

Venue: Any action arising under, relating to, or connected with these Terms or the use of the Services that is not required to be arbitrated as set forth in Section 22 will be filed only in an appropriate court located in Atlanta Georgia, and the parties irrevocably consent and submit to the exclusive personal jurisdiction of such courts for such purposes. These Terms will not be governed by: (i) the conflict of law rules of any jurisdiction; (ii) the United Nations Convention on Contracts for the International Sale of Goods; or (3) any laws based on the Uniform Computer Information Transactions Act (UCITA).

Reservation of Rights: ProBrand International reserves all rights not expressly granted to you by these Terms.

Benefit of Provisions: All provisions of these Terms that disclaim warranties, exclude damages, and limit liability will be for the benefit of ProBrand International and its affiliates, representatives, agents, shareholders, directors, officers, employees, successors, and assigns.

Modification; Entire Agreement: If any of these Terms is found to be inconsistent with applicable law, then such term will be interpreted to reflect the intentions of the parties, and no other terms will be modified. ProBrand International's failure to enforce any of these Terms is not a waiver of such terms. These Terms contain the entire agreement between you and ProBrand International with respect to the Services, and supersede all prior or contemporaneous negotiations, discussions, or agreements between you and ProBrand International.

California Consumer Notice: Under California Civil Code Section 1789.3, California users may be entitled to the following consumer rights notice:

California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by post at 1625 North Market Blvd., Sacramento, CA 95834 or by telephone at (916) 445-1254 or (800) 952-5210 or Hearing Impaired at TDD (800) 326-2297 or TDD (916) 322-1700.