



**Livecontacts Service End User License Agreement Last Updated: March 2011**

**1. What the Contract Covers.** This is a contract ("Agreement") between you and Livecontacts referenced in section 24. Sometimes Livecontacts is referred to as "we," "us" or "our". This contract applies to any Livecontacts software, product or service, including updates, that you use while this contract is in force. All of the software, products or services are referred to in this contract as the "service."

This contract may include wireless radio telecommunications services and related services and/or features between you and Livecontacts, which is licensed to provide Service in the area associated with your assigned tracking Product, data and/or messaging Wireless Subscription(s) ("Simcard"). The term "Product" means wireless receiving and transmitting equipment that we have authorized to be programmed with the Wireless Subscription and any accessories. **IF YOU USE THE SERVICE OR THE PRODUCT, YOU CONSENT TO THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, DO NOT USE THE SERVICE OR PRODUCT AND NOTIFY US IMMEDIATELY TO CANCEL SERVICE.**

**Please note that we do not provide warranties for the service. The contract also limits our liability. These terms are in sections 15 and 16 and we ask you to read them carefully.**

**2. When You May Use the Service.** You may start using the service as soon as you have finished the sign-up process and accepted this End User License Agreement. You must be eighteen or over to register as a member of Livecontacts or use the Service. Membership in the Service is void where prohibited. By using the Website, you represent and warrant that you have the right, authority, and capacity to enter into this Agreement and to abide by all of the terms and conditions of this Agreement.

**3. How You May Use the Service.** In using the service, you will:

- obey the law;
- obey any codes of conduct or other notices we provide;
- keep your service account password secret; and
- promptly notify us if you learn of a security breach related to the service.

**4. How You May Not Use the Service.** In using the service, you may not:

- use the service in a way that harms us or our affiliates, resellers, distributors, and/or vendors (collectively, the "Livecontacts parties"), or any customer of a Livecontacts party;
- use any portion of the service as a destination linked from any unsolicited bulk messages or unsolicited commercial messages ("spam");
- use any unauthorized third party software or service to access the Livecontacts tracking network (currently known as the Livecontacts service);
- use any automated process or service to access and/or use the service (such as a BOT, a spider, periodic caching of information stored by Livecontacts, or "meta-searching");
- use any unauthorized means to modify or reroute, or attempt to modify or reroute, the service;
- damage, disable, overburden, or impair the service (or the network(s) connected to the service) or interfere with anyone's use and enjoyment of the service; or
- resell or redistribute the service, or any part of the service.

**5. You Are Responsible For Your Service Account.** Only you may use your service account. For some parts of the service, we may notify you that you may set up additional products that are dependent on your account. You are responsible for all activity that takes place with your service account or a product. You may not authorize any third party to access and/or use the service on your behalf.

Any person able to provide your name, address and your Service Login (or for business customers other information we deem sufficient), is authorized by you to receive information about and make changes to your account, including adding new Products. You consent to disclosure of any information about you to any person as permitted by law for a Tracking Product programmed with your Wireless Subscription if we reasonably believe that an emergency involving immediate danger of death or serious physical injury to any person requires disclosure of communications or justifies disclosure of records without delay.

**6. Content Posted on the Site**

- You understand and agree that Livecontacts may review and delete any content, messages, photos or profiles (collectively, "Content") that in the sole judgment of Livecontacts violate this Agreement or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of Members.
- You are solely responsible for the Content that you publish or display (hereinafter, "post") on the Service, or transmit to other Members.
- By posting Content to any public area of Livecontacts, you automatically grant, and you represent and warrant that you have the right to grant, to Livecontacts an irrevocable, perpetual, non-exclusive, fully paid, worldwide license to use, copy, perform, display, and distribute such information and content and to prepare derivative works of, or incorporate into other works, such information and content, and to grant and authorize

sublicenses of the foregoing. This content explicitly includes presence, preference and position information or derived information related to the whereabouts and status of members.

- The following is a partial list of the kind of Content that is illegal or prohibited on the Website. Livecontacts reserves the right to investigate and take appropriate legal action in its sole discretion against anyone who violates this provision, including without limitation, removing the offending communication from the Service and terminating the membership of such violators. It includes Content that:
  - is patently offensive to the online community, such as Content that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual.
  - harasses or advocates harassment of another person.
  - involves the transmission of "junk mail", "chain letters," or unsolicited mass mailing or "spamming".
  - promotes information that you know is false, misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous.
  - promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files.
  - contains restricted or password only access pages, or hidden pages or images (those not linked to or from another accessible page).
  - provides material that exploits people under the age of 18 in a sexual or violent manner, or solicits personal information from anyone under 18
    - # provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
    - # solicits passwords or personal identifying information for commercial or unlawful purposes from other users; and
    - # engages in commercial activities and/or sales without our prior written consent such as contests, sweepstakes, barter, advertising, and pyramid schemes.
- You must use the Service in a manner consistent with any and all applicable laws and regulations.
- You may not engage in advertising to, or solicitation of, other Members to buy or sell any products or services through the Service. You may not transmit any chain letters or junk email to other Members. Although Livecontacts cannot monitor the conduct of its Members off the Website, it is also a violation of these rules to use any information obtained from the Service in order to harass, abuse, or harm another person, or in order to contact, advertise to, solicit, or sell to any Member without their prior explicit consent. In order to protect our Members from such advertising or solicitation, Livecontacts reserves the right to restrict the number of messages and requests which a Member may send to other Members in any 24-hour period to a number which Livecontacts deems appropriate in its sole discretion.

## 7. Payments to Livecontacts.

**7.1 Charges.** This section 7 applies in all situations in which you directly pay us. If you pay a company other than us for the service, then the charges and billing terms are as stated by the other company. Livecontacts is a free service and you do not pay for the service, however you may still incur charges incidental to using the service; for example, charges for Internet access, mobile text messaging, GPRS data, or other data transmission.

**7.2. CPNI Consent.** Under federal law, you have a right, and we have a duty, to protect the confidentiality of information about the amount, type and destination of your wireless service usage (CPNI). You consent to us sharing your CPNI within Livecontacts, its affiliates and its contractors, to develop or bring to your attention any products and services, or in the event of any merger, sale of some or all of the company assets or acquisition as well as in any insolvency, bankruptcy or receivership proceeding in which CPNI or other personal information would be transferred as one of the business assets of the company. This consent survives the termination of your Service and is valid until you revoke it. To revoke your CPNI consent at any time, notify us in writing at Livecontacts BV, Piekstraat 21a, 3071 EL Rotterdam, The Netherlands, providing your (1) name, (2) home address, (3) telephone (including area code), (4) Wireless Subscription number, and (5) Service account login number. Revoking your CPNI consent will not affect your current wireless service.

**7.3 Internet Access service.** The service does not include Internet access, thus you are responsible for paying the fees charged by your Internet access provider. Those fees are in addition to the fees you pay us for the service.

**8. Privacy.** We consider your use of the service to be private. However, we may access or disclose information about you, your account and/or the content of your communications, in order to: (1) comply with the law or legal process served on us; (2) enforce and investigate potential violations of this contract; including use of this service to participate in, or facilitate, activities that violate the law; or (3) protect the rights, property, or safety of Livecontacts, its employees, its customers or the public. You consent to the access and disclosures outlined in this section.

We may use technology or other means to protect the service, protect our customers, or stop you from breaching this contract. These means may include, for example, filtering to stop spam or increase security. These means may hinder or break your use of the service.

In order to provide you the service, we may collect certain information about service performance, your product and your service use. We may automatically upload this information from your product. This data will not personally identify you. You may read about this information collection in more detail in our privacy policy.

**10. How We May Change the Contract.** This contract sets out the legally binding terms of your use of the Service and your membership in the Service and may be modified by Livecontacts from time to time, such modifications to be effective upon posting by Livecontacts on the Website. This Agreement includes Livecontacts Acceptable Use Policy for Content Posted on the Website, Livecontacts Privacy Policy, and any notices regarding the Website and the Application. If you do not stop using the service, then your use of the service will continue under the changed contract.



**11. WE MAKE NO WARRANTY. WE PROVIDE THE SERVICE “AS-IS,” “WITH ALL FAULTS” AND “AS AVAILABLE.”** We do not guarantee the accuracy or timeliness of information available from the service. The Livecontacts parties give no express warranties, guarantees or conditions. You may have additional consumer rights under your local laws that this contract cannot change. **WE EXCLUDE ANY IMPLIED WARRANTIES INCLUDING THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT AND NON-INFRINGEMENT.**

**12. LIABILITY LIMITATION.** WE ARE NOT LIABLE FOR ACTS OR OMISSIONS OF ANOTHER SERVICE PROVIDER OR ANY THIRD PARTY PROVIDERS OF SERVICES RELATED TO USE OF THE PRODUCT OR SERVICE, FOR INFORMATION PROVIDED THROUGH YOUR PRODUCT, LACK OF PRIVACY OR SECURITY EXPERIENCED WHEN USING THE PRODUCT, EQUIPMENT FAILURE OR MODIFICATION OR CAUSES BEYOND OUR REASONABLE CONTROL, INCLUDING WITHOUT LIMITATION ANY REPRESENTATIONS THAT THE SERVICES WILL BE ERROR-FREE, UNINTERRUPTED, OR FREE FROM UNAUTHORIZED ACCESS (INCLUDING THIRD PARTY HACKERS OR DENIAL OF SERVICE ATTACKS). WE ARE NOT LIABLE FOR SERVICE OUTAGES OF 48 HOURS OR LESS, NOR FOR SERVICE LIMITATIONS OR INTERRUPTIONS. OUR LIABILITY AND THE LIABILITY OF ANY UNDERLYING CARRIER FOR ANY FAILURE OR MISTAKE SHALL IN NO EVENT EXCEED OUR SERVICE CHARGES DURING THE AFFECTED PERIOD. WE ARE NOT LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES SUCH AS LOST PROFITS. YOU AND WE BOTH WAIVE TO THE FULLEST EXTENT ALLOWED BY LAW, ANY CLAIMS TO RECOVER INCIDENTAL, PUNITIVE AND CONSEQUENTIAL DAMAGES. WE ARE NOT LIABLE FOR (i) INJURIES TO PERSONS OR PROPERTY ARISING FROM USE OF THE SERVICE, THE PRODUCT OR ANY EQUIPMENT USED IN CONNECTION WITH THE PRODUCT UNLESS CAUSED BY OUR SOLE NEGLIGENCE, OR (ii) THE INSTALLATION OR REPAIR OF THE PRODUCT BY ANY PARTIES WHO ARE NOT OUR EMPLOYEES. WE ARE NOT LIABLE FOR ANY ACT ASSOCIATED WITH THE PROPER EXERCISE OF RIGHTS UNDER THE PRIVACY AND/OR UNAUTHORIZED USAGE PROVISIONS OF THIS AGREEMENT. THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

**You can recover from the Livecontacts parties only direct damages up to an amount equal to your service fee for one month. You cannot recover any other damages, including consequential, lost profits, special, indirect, incidental or punitive damages.**

This limitation applies to anything related to:

- the service,
- content (including mapping, address matching and code) on third party Internet sites, third party programs or third party conduct,
- viruses or other disabling features that affect your access to or use of the service,
- incompatibility between the service and other services, software and hardware,
- delays or failures you may have in initiating, conducting or completing any transmissions or transactions in connection with the service in an accurate or timely manner, and
- claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort.

It also applies even if:

- this remedy does not fully compensate you for any losses, or fails of its essential purpose; or
- Livecontacts knew or should have known about the possibility of the damages.

**Some states/countries do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. They also may not apply to you because your province or country may not allow the exclusion or limitation of incidental, consequential or other damages.**

**13. Indemnification.** YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD US, OUR AFFILIATES AND AGENTS AND ANY OTHER SERVICE PROVIDER, HARMLESS FROM CLAIMS OR DAMAGES RELATING TO THIS AGREEMENT OR YOUR PROMISES OR STATEMENTS MADE IN IT AND USE OF THE PRODUCT OR SERVICE UNLESS DUE TO OUR SOLE NEGLIGENCE. AMONG OTHER THINGS, YOU MUST PAY ALL CHARGES OF ANY ROAMING CHARGE, WHICH CARRIES YOUR DATA. YOU ALSO AGREE TO PAY OUR REASONABLE ATTORNEYS' AND EXPERT WITNESS FEES AND COSTS INCURRED IN ENFORCING THIS AGREEMENT THROUGH ANY APPEAL. THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

**14. No Warranties. WE MAKE NO EXPRESS WARRANTY REGARDING THE SERVICE, THE WIRELESS SUBSCRIPTION (SIMCARD) OR THE TRACKING PRODUCT AND DISCLAIM ANY IMPLIED WARRANTY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT AUTHORIZE ANYONE TO MAKE ANY WARRANTY ON OUR BEHALF AND YOU SHOULD NOT RELY ON ANY SUCH STATEMENT. WE ARE NOT THE MANUFACTURER OF THE PRODUCT AND ANY STATEMENT REGARDING IT SHOULD NOT BE INTERPRETED AS A WARRANTY. THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS AGREEMENT.**

**15. Resolution of disputes.** Any dispute arising hereunder, or in any way relating to, this Agreement shall be brought in a state or federal court located in the Commonwealth of Virginia and in no other venue. In interpreting the Agreement, the court shall apply Virginia law. The party which substantially prevails in that dispute shall be entitled to reimbursement from the other party of all of its costs and reasonable attorneys' fees incurred in successfully prosecuting, or successfully defending, the action.



**15.4. Waiver of Class Actions.** By entering into this Agreement, you and we both waive, to the fullest extent allowed by law, any right to pursue claims on a class or consolidated basis or in a representative capacity.

**16. Force Majeure.** Notwithstanding anything else in this Agreement, no default, delay or failure to perform on the part of Livecontacts shall be considered a breach of this Agreement if such default, delay or failure to perform is shown to be due to causes beyond our reasonable control, including but not limited to causes such as strikes, lockouts or other labor disputes; riots, civil disturbances, actions or inactions of governmental authorities or suppliers; epidemics, war, embargoes, severe weather, fire, earthquakes, acts of God or the public enemy or nuclear disasters.

#### **17. Changes to the Service; If We Cancel the Service.**

**We may change the service or delete features at any time and for any reason.** We may cancel or suspend your service at any time. Our cancellation or suspension may be without cause and/or without notice. Upon service cancellation, your right to use the service stops right away. **Once the service is cancelled or suspended, any data you have stored on the service may not be retrieved later.** Our cancellation of the service will not alter your obligation to pay all charges made to your billing account. If we cancel the service in its entirety without cause, then we will refund to you on a pro-rata basis the amount of payments that you have made corresponding to the portion of your service remaining right before the cancellation.

#### **18. Interpreting the Contract.**

**All parts of this contract apply to the maximum extent permitted by law.** A court may hold that we cannot enforce a part of this contract as written. If this happens, then you and we will replace that part with terms that most closely match the intent of the part that we cannot enforce. The rest of this contract will not change. This is the entire contract between you and us regarding your use of the service. It supersedes any prior contract or statements regarding your use of the service. If you have confidentiality obligations related to the service, those obligations remain in force (for example, you may have been a beta tester). The section titles in the contract do not limit the other terms of this contract.

#### **19. Assignment.**

We may assign this contract, in whole or in part, at any time with or without notice to you. You may not assign this contract, or any part of it, to any other person. Any attempt by you to do so is void. You may not transfer to anyone else, either temporarily or permanently, any rights to use the service or any part of the service.

#### **20. No Third Party Beneficiaries.**

This contract is solely for your and our benefit. It is not for the benefit of any other person, except for permitted successors and assigns under this contract.

#### **21. Claim Must Be Filed Within One Year.**

**Any claim related to this contract or the service may not be brought unless brought within one year. The one-year period begins on the date when the claim first could be filed. If it is not filed, then that claim is permanently barred. This applies to you and your successors. It also applies to us and our successors and assigns.**

**22. Your Notices to Us.** Under Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement should be sent to service provider's designated agent. **ALL INQUIRIES NOT RELEVANT WILL RECEIVE NO RESPONSE.**

You may notify us as stated in the customer support or "help" area for the service. We do not accept e-mail notices.

**22.1. Copyright and Trademark Notices.** All contents of the service are Copyright © 2011 Livecontacts BV and/or its suppliers, Piekstraat 21a, 3071 EL Rotterdam, The Netherlands. All rights reserved. Copyright and other intellectual property laws and treaties protect any software or content provided as part of the service. We or our suppliers own the title, copyright, and other intellectual property rights in the software or content. Livecontacts, Livecontacts Mobile and/or other products and services referenced herein may also be either trademarks or registered trademarks of Livecontacts in the Netherlands and/or other countries. The names of actual companies and products mentioned herein may be the trademarks of their respective owners. The example companies, organizations, products, domain names, e-mail addresses, logos, people, places and events depicted herein are fictitious. No association with any real company, organization, product, domain name, e-mail address, logo, person, places or events is intended or should be inferred. Any rights not expressly granted herein are reserved.

**23. Notices We Send You; Consent Regarding Electronic Information.** This contract is in electronic form. We have promised to send you certain information in connection with the service and have the right to send you certain additional information. There may be other information regarding the service that the law requires us to send you. We may send you this information in electronic form. You have the right to withdraw this consent, but if you do, we may cancel your service. **We may provide required information to you:**

- by e-mail at the e-mail address you specified when you signed up for your service;
- by access to a Livecontacts web site that will be designated in an e-mail notice sent to you at the time the information is available; or
- by access to a Livecontacts web site that will be generally designated in advance for this purpose.

Notices provided to you via e-mail will be deemed given and received on the transmission date of the e-mail. As long as you can access and use the service, you have the necessary software and hardware to receive these notices. If you do not consent to receive any notices electronically, you must stop using the service.

**24. Contracting Party, Choice of Law and Location for Resolving Disputes.** This contract is between you and the Livecontacts reseller or dealer for your country or region. In the left column of the chart below, find the country or region where you live (if you are signing up for the service as an individual person) or your business is located (if you are signing up for services for your business). In the middle column, you will find the legal entity that is contracting with you. In the right column, you will find the choice of law and the location for resolving disputes with Livecontacts.

Country or region where you live or your business is headquartered	Company with which you are contracting	Applicable law and place for resolving disputes
Worldwide	Livecontacts BV Piekstraat 21a 3071 EL Rotterdam The Netherlands	The laws of the Netherlands govern the interpretation of this contract and apply to claims for breach of it, regardless of conflict of laws principles. All other claims, including claims regarding consumer protection laws, unfair competition laws, and in tort, will be subject to the laws of the country to which we direct your service. You and we irrevocably agree to the exclusive jurisdiction and venue of the Rotterdam courts in the Netherlands for all disputes arising out of or relating to this contract.

**25. Potentially Unwanted Software.** If you remove or disable “spyware,” “adware” and other potentially unwanted software (“potentially unwanted software”), it may cause other software on your computer to stop working, and it may cause you to breach a license to use other software on your computer (such as where the other software installed the potentially unwanted software on your computer as a condition of your use of the other software). By using features of the service intended to help you remove or disable potentially unwanted software, it is possible that you will also remove or disable software that is not potentially unwanted software. If a feature of the service prompts you before removing or disabling potentially unwanted software, you are solely responsible for selecting which potentially unwanted software the service removes or disables. Before authorizing the removal of any potentially unwanted software, you should read the license agreements for the potentially unwanted software.

**26. Respect Copyright.** Please respect the rights of artists and creators. Content such as maps, addresses and satellite photos may be protected by copyright. You may not share other people’s content unless you own the rights or have permission from the owner.

I acknowledge I have read and agreed with the EULA