

## Spotter Terms of Service

These Terms of Service (“**Terms**”) govern your access to and use of our Services, including our websites, APIs, email notifications, applications, buttons, widgets, ads, commerce services (the “**Spotter Services**”), and our other covered services that link to these Terms (collectively, the “**Services**”), and any information, text, graphics, photos or other materials uploaded, downloaded or appearing on the Services (collectively referred to as “**Content**”). Your access to and use of the Services are conditioned on your acceptance of and compliance with these Terms. By accessing or using the Services you agree to be bound by these Terms. You may download and/or print a copy of these Terms for your records at: [www.spotter-app.com](http://www.spotter-app.com).

### General Use

The Services may not be available in all locations, and we may block access to the Services from certain locations based on your device's geolocation information. We may add to or remove the areas in which the Services are not available at any time, without notice to you.

The Services that Spotter provides are always evolving and the form and nature of the Services that Spotter provides may change from time to time without prior notice to you. In addition, Spotter may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally and may not be able to provide you with prior notice. We also retain the right to create limits on use and storage at our sole discretion at any time without prior notice to you.

We may, in our sole discretion, refuse to offer the Services to any person or entity. We may, without notice and in our sole discretion, terminate your right to use the Services, or any portion thereof, and block or prevent your future access to and use of the Services or any portion thereof.

You are responsible for your use of the Services, for any Content you post to the Services, and for any consequences thereof. Most Content you submit, post, or display through the Spotter Services is public by default and will be able to be viewed by other users and through third party services and websites. Use the privacy option button to

control who sees your Content. You should only provide Content that you are comfortable sharing with others under these Terms.

## **Services**

Spotter provides content through the Services that is copyrighted and/or trademarked work of Spotter or Spotter's third-party licensors and suppliers or other users of the Services (collectively, the "**Materials**"). Materials may include logos, text graphics, images, photos, videos, software and other content.

Subject to these Terms, Spotter hereby grants you a limited, non-exclusive, non-sublicensable, non-transferable and revocable license to use and to display the Materials and to use the Services solely for your personal use in the manner permitted by these Terms. Except for the foregoing license, you have no other rights in the Services or any Materials and you may not modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any of the Services or Materials in any manner.

You **must not**: (i) modify, disassemble, decompile or reverse engineer the App, except to the extent that such restriction is expressly prohibited by law; (ii) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the App to any third-party or use the App to provide time sharing or similar services for any third-party; (iii) make any copies of the App; (iv) remove, circumvent, disable, damage or otherwise interfere with security-related features of the App, features that prevent or restrict use or copying of any content accessible through the App, or features that enforce limitations on use of the App; or (v) delete the copyright and other proprietary rights notices on the App.

You acknowledge that Spotter may from time to time issue upgraded versions of the App, and may automatically electronically upgrade the version of the App that you are using on your mobile device. You consent to such automatic upgrading on your mobile device, and agree that these Terms will apply to all such upgrades. Standard carrier data charges may apply to your use of the App.

Except for the limited rights expressly licensed in these Terms, Spotter and its third-party licensors or suppliers retain all right, title, and interest in and to the Services.

## **Privacy**

Any information that you or other users provide to Spotter is subject to our **Privacy Policy**, which governs our collection and use of your information. By using our Services, you agree that we may use and disclose the information we collect from and about you as stated in the Privacy Policy (which is incorporated into these Terms).

**Without limiting the foregoing, you expressly acknowledge that any Submissions or other information you submit to the Services may be viewable by all other users of the Services and any third party.**

## **Passwords**

You are responsible for safeguarding the password that you use to access the Services and for any activities or actions under your password. We encourage you to use strong passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your account. Spotter cannot and will not be liable for any loss or damage arising from your failure to comply with the above.

## **Content on the Services**

All Content, whether publicly posted or privately transmitted, is the sole responsibility of the person who originated such Content. We may not monitor or control the Content posted via the Services and, we cannot take responsibility for such Content. Any use or reliance on any Content or materials posted via the Services or obtained by you through the Services is at your own risk.

We do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any Content or communications posted via the Services or endorse any opinions expressed via the Services. You understand that by using the Services, you may be exposed to Content that might be offensive, harmful, inaccurate or otherwise inappropriate, or in some cases, postings that have been mislabeled or are otherwise deceptive.

Under no circumstances will Spotter be liable in any way for any Content, 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 posted, emailed, transmitted or otherwise made available via the Services or broadcast elsewhere.

**Spotter retains the right to report to law enforcement authorities any actions that may be illegal, and any reports it receives of such conduct. When legally required or at Spotter's discretion, Spotter will cooperate with law enforcement agencies in any investigation of alleged illegal activity on the Services or on the Internet.**

### **Copyright Policy**

Spotter respects the intellectual property rights of others and expects users of the Services to do the same. We will respond to notices of alleged copyright infringement that comply with applicable law and are properly provided to us.

If you believe that your Content has been copied in a way that constitutes copyright infringement, please provide us with the following information: (i) a physical or electronic signature of the copyright owner or a person authorized to act on their behalf; (ii) identification of the copyrighted work claimed to have been infringed; (iii) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material; (iv) your contact information, including your address, telephone number, and an email address; (v) a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (vi) a statement that the information in the notification is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

We reserve the right to remove Content alleged to be infringing without prior notice, at our sole discretion, and without liability to you. In appropriate circumstances, Spotter will also terminate a user's account if the user is determined to be a repeat infringer.

### **Disclaimer of Warranties**

Your use of the Services is at your own risk. The Materials may not have been verified or authenticated in whole or in part by Spotter, and they may include inaccuracies or typographical or other errors. Spotter does not warrant the accuracy or timeliness of the Materials contained on the Services. Spotter has no liability for any loss of, or errors or omissions in Submissions, or for any errors or omissions in the Materials or any other

portion of the Services, whether provided by Spotter, our licensors or suppliers or other users.

SPOTTER, FOR ITSELF AND ITS LICENSORS, MAKES NO EXPRESS, IMPLIED OR STATUTORY REPRESENTATIONS, WARRANTIES, OR GUARANTEES IN CONNECTION WITH THE SERVICES OR ANY MATERIALS RELATING TO THE QUALITY, SUITABILITY, TRUTH, ACCURACY OR COMPLETENESS OF ANY INFORMATION OR MATERIAL CONTAINED OR PRESENTED ON THE SERVICES. UNLESS OTHERWISE EXPLICITLY STATED, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES, MATERIALS AND ANY OTHER PORTION OF THE SERVICES OR ANY INFORMATION OR MATERIAL CONTAINED OR PRESENTED ON THE SERVICES IS PROVIDED TO YOU ON AN "AS IS," "AS AVAILABLE" BASIS WITH NO WARRANTY OF IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. WITHOUT LIMITING THE FOREGOING, SPOTTER DOES NOT PROVIDE ANY WARRANTIES AGAINST VIRUSES, SPYWARE OR MALWARE THAT MAY BE INSTALLED ON YOUR COMPUTER.

### **Limitation of Liability**

IN NO EVENT WILL SPOTTER BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES EVEN IF SPOTTER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, SPOTTER SHALL NOT BE LIABLE TO YOU FOR ANY DAMAGES RESULTING FROM YOUR DISPLAYING, COPYING, OR DOWNLOADING ANY MATERIALS TO OR FROM THE SERVICES.

YOU ASSUME TOTAL RESPONSIBILITY FOR YOUR USE OF THE SERVICES. YOUR ONLY REMEDY AGAINST SPOTTER FOR DISSATISFACTION WITH THE SERVICES IS TO STOP USING THE SERVICES. IF, NOTWITHSTANDING THESE TERMS, SPOTTER IS FOUND LIABLE TO YOU FOR ANY DAMAGE OR LOSS THAT ARISES OUT OF OR IS IN ANY WAY CONNECTED WITH YOUR USE OF THE SERVICES, SPOTTER'S LIABILITY SHALL IN NO EVENT EXCEED ONE U.S. DOLLAR (\$1.00) IN THE AGGREGATE.

THE FOREGOING EXCLUSIONS AND LIMITATIONS SHALL APPLY TO THE EXTENT PERMITTED BY LAW. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS OF LIABILITY, SO THE FOREGOING EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

## **General Terms**

### **A. Waiver and Severability**

The failure of Spotter to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. In the event that any provision of these Terms is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect.

### **B. Entire Agreement**

These Terms, including the Privacy Policy are the entire and exclusive agreement between Spotter and you regarding the Services (excluding any services for which you have a separate agreement with Spotter that is explicitly in addition or in place of these Terms), and these Terms supersede and replace any prior agreements between Spotter and you regarding the Services. Other than members of the group of companies of which Loco Network Limited is the parent, no other person or company will be third party beneficiaries to the Terms.

## **Ending These Terms**

The Terms will continue to apply until terminated by either you or Spotter as follows. You may end your legal agreement with Spotter at any time for any or no reason by deactivating your accounts and discontinuing your use of the Services. You do not need to specifically inform Spotter when you stop using the Services.

We may suspend or terminate your accounts or cease providing you with all or part of the Services at any time for any or no reason, including, but not limited to, if we reasonably believe: (i) you have violated these Terms or the Spotter Rules, (ii) you create risk or possible legal exposure for us; Or (iii) our provision of the Services to you is no longer commercially viable. We will make reasonable efforts to notify you by the

email address associated with your account or the next time you attempt to access your account.

## **Changes**

Spotter may make changes to the Services at any time. Spotter can change, update, or add or remove provisions of these Terms at any time by posting the updated Terms on the App or the Site, by posting a notice on the Services or by notifying you via the App. By using the Services after Spotter has updated the Terms, you are agreeing to all the updated Terms; if you do not agree with any of the updated Terms, you must stop using Services.

## **Feedback**

If you send or transmit any communications, comments, questions, suggestions, or related materials regarding Spotter or the Services, whether by email otherwise (collectively, the "**Feedback**"), such Feedback is, and will be treated as, non-confidential and non-proprietary. You hereby assign all right, title, and interest in, and Spotter is free to use, without any attribution or compensation to you, any and all Feedback for any purpose whatsoever. You understand and agree that Spotter is not obligated to use, display, reproduce, or distribute any such ideas, know-how, concepts, or techniques contained in the Feedback, and you have no rights to compel such use, display, reproduction, or distribution.

## **Contact Us**

If you have any questions about these Terms or otherwise need to contact Spotter for any reason, you can reach us at [support@loco-app.com](mailto:support@loco-app.com).

**Effective date: April 9, 2016**