

TERMS OF SERVICE

Date of Last Revision: [May 17, 2017]

OpenTrack Inc. (“OpenTrack,” “we,” “us,” “our”) provides you a Gmail plug-in known as “OpenTrack” that integrates and displays information about your freight shipments (as further described herein) in connection with the use of your Gmail account (the “Service”) through OpenTrack’s web application located at opentrack.co (the “Site”). The Site and Service are provided subject to the following Terms of Service (as amended from time to time, the “Terms of Service”). We reserve the right, at our sole discretion, to change or modify portions of these Terms of Service at any time. If we do this, we will post the changes on this page and will indicate at the top of this page the date these terms were last revised. We will also notify you, either through the Service user interface, in an email notification or through other reasonable means. Any such changes will become effective no earlier than fourteen (14) days after they are posted, except that changes addressing new functions of the Service or changes made for legal reasons will be effective immediately. Your continued use of the Site or Service after the date any such changes become effective constitutes your acceptance of the new Terms of Service.

In addition, when using the Site or Service, you will be subject to any additional terms applicable from time to time, including, without limitation, the Privacy Policy located at opentrack.co/privacy. All such terms are hereby incorporated by reference into these Terms of Service.

THIS TERMS OF SERVICE CONTAINS AN ARBITRATION AGREEMENT, WHICH WILL, WITH LIMITED EXCEPTION, REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST US TO BINDING AND FINAL ARBITRATION. UNDER THE ARBITRATION AGREEMENT, (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST OPENTRACK ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, AND (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS.

Access and Use of the Service

Service Access Requirements; Exceptions:

a) By installing the Service, you provide OpenTrack and any of its affiliates (i) a license to access information stored in Google's cloud services relating to your Gmail account, including but not limited to email messages and contact lists ("Client Data") until you uninstall the Service; (ii) an irrevocable license to copy, duplicate, modify reproduce, create derivative works of, distribute, publish, perform or display Client Data and sell, transfer, assign, disclose or make available the Client Data to any third party, including OpenTrack's customers, contractors, strategic partners, agents and service providers in accordance with our Privacy Policy (available at opentrack.co/privacy). The foregoing licenses shall be nonexclusive, royalty-free and perpetual (except as set forth in subsection (ii) above), and OpenTrack shall have the right to sublicense, assign or transfer such licenses without restriction or prior notice to you.

b) Subject to the terms herein and for so long as the Service remains installed, OpenTrack shall provide you access to information about your freight shipments, including, but not limited to container numbers and status updates, bills of lading, booking confirmations, freight receipts and other relevant information ("OpenTrack Information").

User Restrictions: You may be required to register with OpenTrack in order to access and use certain features of the Service. If you choose to register for the Service, you agree to provide and maintain true, accurate, current and complete information about yourself as prompted by any registration form provided. Registration data and certain other information about you are governed by our Privacy Policy. If you are under 13 years of age, you are not authorized to use the Site or Service, with or without registering. In addition, if you are under 18 years old, you may use the Site or Service, with or without registering, only with the approval of your parent or guardian.

Member Account, Password and Security: You are responsible for maintaining the confidentiality of your password and account, if any, and are fully responsible for any and all activities that occur under your password or account. You agree to (a) immediately notify OpenTrack of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session when accessing the Service. OpenTrack will not be liable for any loss or damage arising from your failure to comply with this Section.

Modifications to Service: OpenTrack reserves the right to modify or discontinue, temporarily or permanently, the Site or Service (or any part thereof) with or without notice. You agree that OpenTrack will not be liable to you or to any third party for any modification, suspension or discontinuance of the Site or Service.

General Practices Regarding Use and Storage: You acknowledge that OpenTrack may establish general practices and limits concerning use of the Site or Service, including without limitation the maximum period of time that data or other content will be retained by the Service. You agree that OpenTrack has no responsibility or liability for the deletion or failure to store any data or other content (including, but not limited to Client Data or OpenTrack Information) provided by you or to you through the Site or Service. You acknowledge that OpenTrack reserves the right to terminate accounts that are inactive for an extended period of time. You further acknowledge that OpenTrack reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

Conditions of Use

User Conduct: You are solely responsible for the content of any submission (including, but not limited to information, data (including, but not limited to Client Data), text, messages or other materials (“content”) that you make through the Site or Service. The following are examples of the kind of content and/or use that is illegal or prohibited by OpenTrack. OpenTrack reserves the right to investigate and take appropriate legal action against anyone who, in OpenTrack’s sole discretion, violates this provision, including without limitation, removing the offending content from the Site or Service, suspending or terminating the account of such violators and reporting you to the law enforcement authorities.

You agree to not use the Site or Service to:

a) transmit or otherwise make available any content that (i) infringes any intellectual property or other proprietary rights of any party; (ii) you do not have a right to make available under any law or under contractual or fiduciary relationships; (iii) poses or creates a privacy or security risk to any person; (v) is unlawful, harmful, threatening, abusive, harassing, tortious, excessively violent, defamatory, vulgar, obscene, pornographic, libelous, invasive of another’s privacy, hateful racially, ethnically or otherwise objectionable; or (vii) in the sole

judgment of OpenTrack, is objectionable or which may expose OpenTrack or its users to any harm or liability of any type;

b) interfere with or disrupt the Site or Service or servers or networks connected to the Site or Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Site or Service; or

c) violate any applicable local, state, national or international law, or any regulations having the force of law;

d) impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;

e) harvest or collect email addresses or other contact information of other users from the Site or Service by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications;

f) further or promote any criminal activity or enterprise or provide instructional information about illegal activities; or

g) obtain or attempt to access or otherwise obtain any materials or information through any means not intentionally made available or provided for through the Site or Service.

Fees: To the extent the Service or any portion thereof is made available for any fee, you will be required to select a payment plan and provide OpenTrack information regarding your credit card or other payment instrument. You represent and warrant to OpenTrack that such information is true and that you are authorized to use the payment instrument. 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 agree to pay OpenTrack the amount that is specified in the payment plan in accordance with the terms of such plan and this Terms of Service. You hereby authorize OpenTrack to bill your payment instrument in advance on a periodic basis in accordance with the terms of the applicable payment plan until you terminate your account, and you further agree to pay any charges so incurred. If you dispute any charges you must let OpenTrack know within sixty (60) days after the date that OpenTrack charges you. We reserve the right to change OpenTrack's prices. If

OpenTrack does change prices, OpenTrack will provide notice of the change on the Site or in email to you, at OpenTrack's option, at least 30 days before the change is to take effect. Your continued use of the Service after the price change becomes effective constitutes your agreement to pay the changed amount. You shall be responsible for all taxes associated with the Service other than U.S. taxes based on OpenTrack's net income.

Special Notice for International Use; Export Controls: Software (defined below) available in connection with the Service and the transmission of applicable data, if any, is subject to United States export controls. No Software may be downloaded from the Service or otherwise exported or re-exported in violation of U.S. export laws. Downloading or using the Software is at your sole risk. Recognizing the global nature of the Internet, you agree to comply with all local rules and laws regarding your use of the Service, including as it concerns online conduct and acceptable content.

Commercial Use: Unless otherwise expressly authorized herein or within the Site or Service, you agree not to display, distribute, license, perform, publish, reproduce, duplicate, copy, create derivative works from, modify, sell, resell, exploit, transfer or upload for any commercial purposes, any portion of the Site or Service, use of the Site or Service, or access to the Site or Service. The Site and Service are for your personal use.

Intellectual Property Rights

Site and Service Content, Software and Trademarks: You acknowledge and agree that the Service may contain information (including, but not limited to OpenTrack Information), content or features ("Service Content") that is protected by copyright, patent, trademark, trade secret or other proprietary rights and laws. Except as expressly authorized by OpenTrack, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute or create derivative works based on the Site or Service or the Service Content, in whole or in part, except that the foregoing does not apply to your own Client Data (as defined above) to which you allow the Service access. In connection with your use of the Site or Service you will not engage in or use any data mining, robots, scraping or similar data gathering or extraction methods. If you are blocked by OpenTrack from accessing the Site or Service (including by blocking your IP address), you agree not to implement any measures to circumvent such blocking (e.g., by masking your IP address or using a proxy IP address). Any use of the Site or Service or the Service Content other than as specifically authorized

herein is strictly prohibited. The technology and software underlying the Service or distributed in connection therewith are the property of OpenTrack, our affiliates and our partners (the "Software"). You agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the Software. Any rights not expressly granted herein are reserved by OpenTrack.

The OpenTrack name and logos are trademarks and service marks of OpenTrack (collectively the "OpenTrack Trademarks"). Other company, product, and service names and logos used and displayed via the Site or Service may be trademarks or service marks of their respective owners who may or may not endorse or be affiliated with or connected to OpenTrack. Nothing in this Terms of Service, the Site or Service should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of OpenTrack Trademarks displayed on the Site or Service, without our prior written permission in each instance. All goodwill generated from the use of OpenTrack Trademarks will inure to our exclusive benefit.

Third Party Material: Under no circumstances will OpenTrack be liable in any way for any content or materials (including, but not limited to OpenTrack Information or Client Data) of any third parties, including, but not limited to, for any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of the use of any such content. You acknowledge that OpenTrack does not pre-screen content, but that OpenTrack and its designees will have the right (but not the obligation) in their sole discretion to refuse or remove any content that is available via the Site or Service. Without limiting the foregoing, OpenTrack and its designees will have the right to remove any content that violates these Terms of Service or is deemed by OpenTrack, in its sole discretion, to be otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content.

Submissions: You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Site or Service ("Submissions"), provided by you to OpenTrack are non-confidential and OpenTrack will be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

You acknowledge and agree that, in addition to the other permission set forth herein, OpenTrack may preserve any content and may also disclose any content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process, applicable laws or government requests; (b) enforce these Terms of Service; (c) respond to claims that any content violates the rights of third parties; or (d) protect the rights, property, or personal safety of OpenTrack, its users and the public. You understand that the technical processing and transmission of the Service, including your content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

Third Party Websites

The Site or Service may provide, or third parties may provide, information, links or other access to other sites and resources on the Internet. OpenTrack has no control over such sites and resources and OpenTrack is not responsible for and does not endorse such sites and resources. You further acknowledge and agree that OpenTrack will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any content, events, goods or services available on or through any such site or resource. Any dealings you have with third parties found while using the Site or Service are between you and the third party, and you agree that OpenTrack is not liable for any loss or claim that you may have against any such third party.

Indemnity and Release

You agree to release, indemnify and hold OpenTrack and its affiliates and their officers, employees, directors and agents harmless from any from any and all losses, damages, expenses, including reasonable attorneys' fees, rights, claims, actions of any kind and injury (including death) arising out of or relating to your use of the Site, Service and OpenTrack Information, any Client Data you provide through the Service, your connection to the Service, your violation of these Terms of Service or your violation of any rights of another. If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.

Disclaimer of Warranties

YOUR USE OF THE SITE AND SERVICE IS AT YOUR SOLE RISK. THE SITE AND SERVICE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. OPENTRACK EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

OPENTRACK MAKES NO WARRANTY THAT (I) THE SITE OR SERVICE WILL MEET YOUR REQUIREMENTS, (II) THE SITE OR SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE OR SERVICE WILL BE ACCURATE OR RELIABLE, OR (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SITE OR SERVICE WILL MEET YOUR EXPECTATIONS.

Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT OPENTRACK WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF OPENTRACK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE SITE OR SERVICE; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SITE OR SERVICE; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SITE OR SERVICE; OR (V) ANY OTHER MATTER RELATING TO THE SITE OR SERVICE. IN NO EVENT WILL OPENTRACK'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR

CAUSES OF ACTION EXCEED THE AMOUNT YOU HAVE PAID OPENTRACK IN THE LAST SIX (6) MONTHS, OR, IF GREATER, ONE HUNDRED DOLLARS (\$100).

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 SET FORTH ABOVE MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICE OR WITH THESE TERMS OF SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICE.

Dispute Resolution By Binding Arbitration

PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.

a. Agreement to Arbitrate

This Section Dispute Resolution by Binding Arbitration section is referred to in this Terms of Service as the "Arbitration Agreement." You agree that any and all disputes or claims that have arisen or may arise between you and OpenTrack, whether arising out of or relating to this Terms of Service (including any alleged breach thereof), the Site or Service, any advertising, any aspect of the relationship or transactions between us, shall be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this Arbitration Agreement, except that you may assert individual claims in small claims court, if your claims qualify. Further, this Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, and such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by entering into this Terms of Service, you and OpenTrack are each waiving the right to a trial by jury or to participate in a class action. Your rights will be determined by a neutral arbitrator, not a judge or jury. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

b. Prohibition of Class and Representative Actions and Non-Individualized Relief

YOU AND OPENTRACK AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS

MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND OPENTRACK AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S).

c. Pre-Arbitration Dispute Resolution

OpenTrack is always interested in resolving disputes amicably and efficiently, and most customer concerns can be resolved quickly and to the customer's satisfaction by emailing customer support at support@opentrack.com. If such efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to OpenTrack should be sent to 626 Wilshire Blvd, Suite 510, Los Angeles, CA 90017 ("Notice Address"). The Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. If OpenTrack and you do not resolve the claim within sixty (60) calendar days after the Notice is received, you or OpenTrack may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by OpenTrack or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or OpenTrack is entitled.

d. Arbitration Procedures

Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association's ("AAA") rules and procedures, including the AAA's Supplementary Procedures for Consumer-Related Disputes (collectively, the "AAA Rules"), as modified by this Arbitration Agreement. For information on the AAA, please visit its website, <http://www.adr.org>. Information about the AAA Rules and fees for consumer disputes can be found at the AAA's consumer arbitration page, http://www.adr.org/consumer_arbitration. If there is any inconsistency between any term of the AAA Rules and any term of this Arbitration Agreement, the applicable terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms

would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of these Terms of Service as a court would. All issues are for the arbitrator to decide, including, but not limited to, issues relating to the scope, enforceability, and arbitrability of this Arbitration Agreement. Although arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under the Terms of Service and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

Unless OpenTrack and you agree otherwise, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the determination shall be made by AAA. If your claim is for \$10,000 or less, OpenTrack agrees that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

e. Costs of Arbitration

Payment of all filing, administration, and arbitrator fees (collectively, the "Arbitration Fees") will be governed by the AAA Rules, unless otherwise provided in this Arbitration Agreement. If the value of the relief sought is \$75,000 or less, at your request, OpenTrack will pay all Arbitration Fees. If the value of relief sought is more than \$75,000 and you are able to demonstrate to the arbitrator that you are economically unable to pay your portion of the Arbitration Fees or if the arbitrator otherwise determines for any reason that you should not be required to pay your portion of the Arbitration Fees, OpenTrack will pay your portion of such fees. In addition, if you demonstrate to the arbitrator that the costs of arbitration will be prohibitive as compared to the costs of litigation, OpenTrack will pay as much of the Arbitration Fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. Any payment of attorneys' fees will be governed by the AAA Rules.

f. Confidentiality

All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.

g. Severability

Without limiting this severability provision, if a court or the arbitrator decides that any term or provision of this Arbitration Agreement other than subsection (b) above is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement shall be enforceable as so modified. If a court or the arbitrator decides that any of the provisions of subsection (b) above is invalid or unenforceable, then the entirety of this Arbitration Agreement shall be null and void. The remainder of the Terms of Service will continue to apply.

h. Future Changes to Arbitration Agreement

Notwithstanding any provision in this Terms of Service to the contrary, OpenTrack agrees that if it makes any future change to this Arbitration Agreement (other than a change to the Notice Address) while you are a user of the Service, you may reject any such change by sending OpenTrack written notice within thirty (30) calendar days of the change to the Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this Arbitration Agreement.

Termination

You agree that OpenTrack, in its sole discretion, may suspend or terminate your account (or any part thereof) or use of the Site or Service and remove and discard any content within the Site or Service, for any reason, including, without limitation, for lack of use or if OpenTrack believes that you have violated or acted inconsistently with the letter or spirit of these Terms of Service. Any suspected fraudulent, abusive or illegal activity that may be grounds for termination of your use of the Site or Service, may be referred to appropriate law enforcement authorities. OpenTrack may also in its sole discretion and at any time discontinue providing the Site or Service, or any part thereof, with or without notice. You agree that any termination of your access to the Site or Service under any provision of this

Terms of Service may be effected without prior notice, and acknowledge and agree that OpenTrack may immediately deactivate or delete your account. Further, you agree that OpenTrack will not be liable to you or any third party for any termination of your access to the Site or Service.

User Disputes

You agree that you are solely responsible for your interactions with any other user or individual with whom you make contact as a result of the information provided through the Site or Service and OpenTrack will have no liability or responsibility with respect thereto. OpenTrack reserves the right, but has no obligation, to become involved in any way with disputes between you and any other user of the Site or Service.

General

These Terms of Service constitute the entire agreement between you and OpenTrack and govern your use of the Site and Service, superseding any prior agreements between you and OpenTrack with respect to the Service. You also may be subject to additional terms and conditions that may apply when you use affiliate or third party services, third party content or third party software. These Terms of Service will be governed by the laws of the State of California without regard to its conflict of law provisions. With respect to any disputes or claims not subject to arbitration, as set forth above, you and OpenTrack agree to submit to the personal and exclusive jurisdiction of the state and federal courts located within Los Angeles County, California. The failure of OpenTrack to exercise or enforce any right or provision of these Terms of Service will not constitute a waiver of such right or provision. If any provision of these Terms of Service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Service remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Site, Service or these Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred. A printed version of this agreement and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You

may not assign this Terms of Service without the prior written consent of OpenTrack, but OpenTrack may assign or transfer this Terms of Service, in whole or in part, without restriction. The section titles in these Terms of Service are for convenience only and have no legal or contractual effect. Notices to you may be made via either email or regular mail. The Service may also provide notices to you of changes to these Terms of Service or other matters by displaying notices or links to notices generally on the Service.

Your Privacy

At OpenTrack, we respect the privacy of our users. For details please see our Privacy Policy. By using the Site or Service, you consent to our collection and use of personal data as outlined therein.

Questions? Concerns? Suggestions?

Please contact us at support@opentrack.co to report any violations of these Terms of Service or to pose any questions regarding this Terms of Service, the Service or the Site.