

Privacy Policy

Effective May 7, 2019

GoSpotCheck, Inc. (the “**GSC**” or “**We**”) is committed to protecting your privacy. We have prepared this Privacy Policy (“**Policy**”) to describe our practices regarding the personal data we collect from users of our website, located at <http://www.gospotcheck.com>, (the “**Website**”), the GoSpotCheck mobile application (the “**GSC App**”) and the HiFi mobile application (the “**HiFi App**”), together (the “**Services**”).

This Policy does not apply to websites, applications or other services that do not display or link to this statement or that display or link to different privacy statements.

Notice to European Union (“EU”) Residents

This Policy is intended to provide adequate and consistent safeguards for the handling of Personal Information (as defined herein) in accordance with Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (the “**Directive**”) and all the relevant transposing legislation of the Directive in the EU/European Economic Area (“**EEA**”), the Swiss Federal Data Protection Act, as such laws may from time to time be amended and valid during the application of this Policy, the Privacy Shield, and any other privacy laws, regulations and principles concerning the collection, storage, use, transfer and other processing of personal data transferred from the EEA or Switzerland to the United States including but not limited to the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the “**General Data Protection Regulation**”) as of its entry into force on 25 May 2018.

Principles for Processing Personal Information

We respect your privacy and are committed to protecting your Personal Information in compliance with the applicable legislation. This compliance is consistent with our desire to keep you informed and to recognize and respect your privacy rights. We agree to observe the following principles when processing Personal Information:

- Data will be processed fairly and in accordance with applicable law.
- Data will be collected for specified, legitimate purposes and not processed further in ways incompatible with those purposes.
- Data will be relevant to and not excessive for the purposes for which they are collected and used. For example, data may be rendered anonymous if deemed reasonable, feasible and appropriate, depending on the nature of the data and the risks associated with the intended uses.
- Data subjects in the EU will be asked to provide their clear and unequivocal consent for the collection, processing and transfer of their personal data.
- Data will be accurate and, where necessary kept up up-to-date. Reasonable steps will be taken to rectify or delete Personal Information that is inaccurate or incomplete.
- Data will be kept only as it is necessary for the purposes for which it was collected and processed. Those purposes shall be described in this Policy.
- Data will be deleted or amended following a relevant request by the concerned data subject, should such notice comply with the applicable legislation each time.
- Data will be processed in accordance with the individual’s legal rights (as described in this Policy or as provided by law).
- Appropriate technical, physical and organizational measures will be taken to prevent unauthorized access, unlawful processing and unauthorized or accidental loss, destruction or damage to data. In case of any such violation with respect to personal data, we will take appropriate steps to end the violation and determine liabilities in accordance with applicable law and will cooperate with the competent authorities.

Collection of Information

We collect certain personally identifiable information from you in various ways when you use our Services (“**Personal Information**”), including:

Information you provide to Us. We may collect your name, email address, phone number and other information when you use the Services. In addition, when your principal, employer or GSC (“*Principal*”) registers you to be able to use the Services to access Mission Information (see below), we will receive additional information including the email address associated with your GSC email. We may also obtain information that you upload to the App as part of any campaign, campaign objectives or mission (“*Mission Information*”). When you upload information, we may also collect associated location information and time stamped information, which we may combine with other information that we have collected under this Policy.

Mailing list Information. You can be added to the GSC mailing list upon request; subscriptions to the mailing list can be cancelled at any time.

Support information. You can engage in communications with a GSC software support representative during which you may provide certain information as required to assist you with your questions. Additionally, when you submit a request, review or comment to our software support department or participate in any interactive services GSC offers (today or in the future), we may ask you for your e-mail address or other contact information so we can follow up with you and we may obtain other Personal Information about you.

Information from Social Networking Sites. Our Services include interfaces that allow you to connect with social networking sites (each an “*SNS*”). If you connect to a SNS through our Services, you authorize us to access, use and store the information that you agreed the SNS could provide to us based on your settings on that SNS. We will access, use and store that information in accordance with this Policy. You can revoke our access to the information you provide in this way at any time by amending the appropriate settings from within your account settings on the applicable SNS.

Information We Get from Others. We may also get information about you from other sources, for example, from your Principal.

Information Automatically Collected. When you visit or enter our Services, some information is automatically collected. For example, when you visit our Website your computer’s operating system, Internet Protocol (IP) address, access times, browser type and language, and the website you visited before our site are logged automatically (“*Usage Information*”). We also collect information about your usage and activity on our Services.

Cookies and Other Tracking Technologies

Cookies

We may automatically collect information using “*cookies*.” Cookies are small data files stored on your hard drive by a website. Among other things, cookies help us improve our Services and your experience. We use cookies to see which areas and features are popular and to count visits to our Services.

We use two broad categories of cookies: (1) first party cookies, served directly by us to your computer or mobile device, which are used only by us to recognize your computer or mobile device when it revisits our Services; and (2) third party cookies, which are served by service providers on our Services, and can be used by such service providers to recognize your computer or mobile device when it visits other websites.

Web Beacons

We may collect information using Web beacons. Web beacons are electronic images that may be used on our Website or in our emails. We use Web beacons to deliver cookies, count visits, understand usage and to tell if an email has been opened and acted upon.

Local Shared Objects

We may use local shared objects, also known as Flash cookies, to store your preferences such as volume control or to display content based upon what you view on our sites to personalize your visit. Third party partners provide certain features on our sites and display advertising based upon your Web browsing activity using Flash cookies to collect and store information. Flash cookies are different from browser cookies because of the amount of, type of, and way in which data is stored. Cookie management tools provided by your browser

usually will not remove Flash cookies. [Learn how to manage privacy and storage settings for certain Flash cookies.](#)

Google Analytics

The Services use Google Analytics (and in the future may use other similar sites or services), a web analytics service provided by Google, Inc. (“**Google**”), to better assist us in understanding how the Services are used. Google Analytics will place cookies on your computer that will generate information that we select about your use of the Services, including your computer’s IP address. That information will be transmitted to and stored by Google. The information will be used for the purpose of evaluating consumer use of the Services, compiling reports on Service activity for our use, and providing other services relating to Service activity and usage. Google may also transfer this information to third parties where required to do so by law, or where such third parties process the information on Google’s behalf. You may refuse the use of cookies by selecting the appropriate settings on your browser. Please note that by doing so, you may not be able to use the full functionality of the Services. The use of cookies by Google Analytics is covered by Google's privacy policy. From time to time, we may enter into agreements with other third-party providers for web analytic and other similar services. If we enter into such an agreement, we may share your information, including Personal Information, with the provider or such provider may have access to and collect your information on our behalf. Your information, including Personal Information, may be stored with the provider.

Disabling Cookies and Other Information

Most web browsers are set to accept cookies by default. If you prefer, you can usually choose to set your browser to remove cookies and to reject cookies. If you choose to remove cookies or reject cookies, this could affect certain features or services of our Services.

Further information about cookies, including how to see what cookies have been set on your computer or mobile device and how to manage and delete them, visit www.allaboutcookies.org and www.youronlinechoices.com.uk if you are in the UK or EU.

Anonymous Data

We may also share aggregated anonymous or de-identified information. When we use the term “**Anonymous Data**”, we are referring to data and information that does not permit you to be identified or identifiable, either alone or when combined with any other information available to a third party.

We may create Anonymous Data from the personal data we receive about you and other individuals whose personal data we collect. Anonymous Data might include analytics information and information collected by us using cookies. We make personal data into anonymous data by excluding information (such as your name) that makes the data personally identifiable to you. We use this Anonymous Data to analyse usage patterns in order to make improvements to our Services.

Use of Information

We use personal data and Mission Information collected through our Services for purposes described in this Policy. For example, we may use your information to:

- operate and improve our Services and products;
- understand you and your preferences to enhance your experience and enjoyment using our Services and products;
- track, collate, and analyze your use of the Services, and your progress in completing any campaigns, campaign objectives or missions set by your Principal (“**Missions**”);
- process and deliver contest entries and rewards;
- respond to your comments and questions and provide customer service;
- provide and deliver products and services you request;
- to send you related information, including confirmations, invoices, technical notices, updates, security alerts, and support and administrative messages;
- communicate with you about new contests, promotions, rewards, upcoming events, and other news about products and services offered by the GSC and our selected partners; and

- link or combine it with other personal data we get from third parties, to help understand your needs and provide you with better service.

Sharing of Information

We do not share your personal data with third parties other than as follows.

- **Third Parties Designated by You.** With your consent, we may share your information with third parties for their own marketing purposes subject to their separate privacy policies. We may also share your information with your Principal in order to provide feedback about the Principal's business and a particular Mission.
- **Our Third-Party Service Providers.** We may share your information with third-party vendors, consultants and other service providers who work for us and need access to your information to do that work, such as hosting providers.
- **Other Disclosures.** We may share your information: (1) to comply with laws or to respond to lawful requests and legal process, including to respond to requests from public and government authorities to meet national security or law enforcement requirements; (2) to protect the rights and property of the GSC our agents, customers, members, and others including to enforce our agreements, policies and terms of use; or (3) in an emergency to protect the personal safety of the GSC, its customers, or any person.
- **Corporate Restructuring.** We may share our information in connection with or during negotiation of any merger, financing, acquisition, or dissolution, transaction or proceeding involving sale, transfer, divestiture, or disclosure of all or a portion of our business or assets to another company.

Where We Store Your Information

We store your Personal Information in the United States. If you live in another country outside of the United States, you understand and agree that your Personal Information may be transferred to and processed in the United States, and that we may be required to use or disclose your information to a third party, including a government authority, in connection with a legal action or other proceeding, including without limitation, in response to a court order or a subpoena.

Opt-Out

You may opt out of receiving promotional emails from us by following the instructions in those emails. If you opt out, we may still send you non-promotional emails, such as emails about your accounts or our ongoing business relations. You may also send requests about your contact preferences and changes to your information including requests to opt-out of sharing your personal data with third parties by emailing privacy@gospotcheck.com.

If you have provided your phone number and consented to receive text messages, you may revoke your consent at any time by texting "STOP" to the applicable short code.

Third Party Sites and Links

Our Services may contain links to third party websites and features. This Policy does not cover the privacy practices of such third parties. These third parties have their own privacy policies and we do not accept any responsibility or liability for their websites, features or policies. Please read their privacy policies before you submit any data to them.

Children

The Services are not directed to children under the age of 13 and GSC does not intentionally collect any information from or about children under the age of 13. If you believe a child has provided us with information, contact us at privacy@gospotcheck.com.

Information Security

We utilize reasonable physical, technical and administrative safeguards to help protect personal data against loss, misuse, unauthorized access or disclosure.

Your Rights

You have the right to be provided with information as to the nature of the Personal Information stored or processed about you by GSC and may request deletion or amendments.

You may email privacy@gospotcheck.com to review, update, and revise your Personal Information.

If access is denied, you have the right to be informed about the reasons for denial. You may resort to the dispute resolution described in this policy as well as in any competent regulatory body or authority. GSC shall handle in a transparent and timely manner any type of internal dispute resolution procedure about Personal Information is conducted.

If any information is inaccurate or incomplete, you may request that the data be amended. It is your responsibility to provide use with accurate Personal Information about yourself and to inform us of any changes. (e.g. new home address or change of name).

If you demonstrate that the purpose for which the data is being processed is no longer legal or appropriate, the data will be deleted, unless the applicable law requires otherwise. You also have the right to request the deletion of your personal data for any reason by emailing privacy@gospotcheck.com.

Additional Enforcement Rights and Mechanisms

If at any time, you believe that your Personal Information has been processed in violation of this Policy, you may report the concern to the competent GSC official. In particular, if you have any inquiries or complaints about the use or limitation of use of your Personal Information, you may contact our corporate headquarters:

GoSpotCheck, Inc, Attn: General Counsel, 1500 Market St., Denver, CO 80202, or email us at privacy@gospotcheck.com.

Your California Privacy Rights

If you are a California resident, you have the right to request information from us regarding the manner in which GSC shares certain categories of Personal Information with third parties for their direct marketing purposes, in addition to the rights set forth above. Under California law, you have the right to send us a request at the designated address listed below to receive the following information:

- The categories of information we disclosed to third parties for their direct marketing purposes during the preceding calendar year;
- The names and addresses of the third parties that received the information; and
- If the nature of the third party's business cannot be determined from their name, examples of the products or services marketed.

This information may be provided in a standardized format that is not specific to you. The designated email address for these requests is privacy@gospotcheck.com.

Also, please note that we have not yet developed a response to browser "Do Not Track" signals, and do not change any of our data collection practices when we receive such signals. We will continue to evaluate potential responses to "Do Not Track" signals in light of industry developments or legal changes.

EU-U.S. Privacy Shield

GSC complies with the EU-U.S. Privacy Shield Framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal data transferred from the EU to the United States. We have certified to the Department of Commerce that we adhere to the Privacy Shield Principles. If there is any conflict between the terms in this Policy and the Privacy Shield Principles, the Privacy Shield Principles shall govern. To learn more about the Privacy Shield program, the Privacy Shield Principles and to view our certification, please visit www.privacyshield.gov.

Our participation in the Privacy Shield applies to all Personal Information that is received from the EU and EEA.

We remain responsible and liable under the Privacy Shield Principles if third-party agents that we engage to process Personal Information on our behalf do so in a manner inconsistent with the Principles, unless we can prove that we are not responsible for the event giving rise to the damage.

In compliance with the Privacy Shield Principles, GSC commits to resolve complaints about our collection or use of your personal information. EU individuals with inquiries or complaints regarding our Privacy Shield policy should first contact us at: privacy@gospotcheck.com.

We have further committed to refer unresolved Privacy Shield complaints to JAMS, an alternative dispute resolution provider located in the United States. If you do not receive timely acknowledgment of your complaint from us, or if we have not addressed your complaint to your satisfaction, please contact the JAMS or visit <https://www.jamsadr.com/eu-us-privacy-shield> for more information or to file a complaint. The services of the JAMS are provided at no cost to you.

For complaints left unresolved by all other available mechanisms, you may invoke binding arbitration with the Privacy Shield Panel, which consists of a pool of 20 arbitrators designated by the Department of Commerce and the European Commission, from which the parties will be able to select either one or three arbitrators.

GSC is subject to the investigatory and enforcement powers of the U.S. Federal Trade Commission.

Obligations to Data Protection Authorities

We will respond diligently and appropriately to requests from DPAs about this Policy or compliance with applicable data protection privacy laws and regulations. We will, upon request, provide DPAs with names and contact details of the individuals designated to handle this process. With regard to transfers of Personal Information, we will (1) cooperate with inquiries from the DPA responsible for the entity exporting the data and (2) respect its decisions, consistent with applicable law and due process rights. With regard to transfers of data to third parties, we will comply with DPAs' decisions relating to it and cooperate with all DPAs in accordance with applicable legislation.

Your Consent and Updates to this Policy

You acknowledge that this Privacy Policy is part of the Terms of Use for your use of the Services, and you agree that using the Services signifies your assent to GSC's Privacy Policy. GSC reserves the right to change this Privacy Policy at any time, without advance notice. If we decide to change our Privacy Policy, we will post those changes on this page so that you are always aware of what information we collect, how we use it and under what circumstances we disclose it. As we may make changes from time to time without notifying you, we suggest that you periodically consult this Privacy Policy. Your continued use of the Services after the effective date of any modification to the Privacy Policy will be deemed to be your agreement to the changed terms.

If you have any questions about your privacy or security on the Services, please email us at privacy@gospotcheck.com and include your name and address in the message or write to us at: GoSpotCheck, Inc., Attn: General Counsel, 1500 Market St., Denver, CO 80202.

Effective date: May 7, 2019.

Terms of Use
Effective April 19, 2018

THIS AGREEMENT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

Thank you for visiting gospotcheck.com (the “**Website**”), which is owned and provided by GoSpotCheck, Inc., (“**GSC**”) and downloading and installing our mobile software application entitled “GoSpotCheck Team” (the “**App**”) (collectively, we refer to the App and our Website and the hosted software as a service platform (“**Platform**”) accessed at the Website as the “**Service**”).

Your use and access of the Service is governed by and subject to these terms of use (“**Terms**”). If you do not agree to these Terms, or if you do not agree with our Privacy Policy, please do not use the Service. In addition, use of the Platform will be subject to any restrictions or limitations that may be contained in the subscription agreement between GSC and your Principal (as defined below) (each a “**Subscriber Agreement**”). BY ACCESSING, BROWSING, OR OTHERWISE USING THE WEBSITE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO THESE TERMS OF USE.

1. Eligibility

YOU REPRESENT AND WARRANT THAT YOU (A) ARE ABOVE THE LEGAL AGE OF MAJORITY IN YOUR JURISDICTION OF RESIDENCE, (B) HAVE NOT PREVIOUSLY BEEN SUSPENDED OR REMOVED FROM THE SERVICE; (C) DO NOT HAVE MORE THAN ONE ACCOUNT AT ANY GIVEN TIME FOR THE SERVICES; (D) YOU WILL ONLY PROVIDE US WITH TRUE, ACCURATE, CURRENT AND COMPLETE INFORMATION – IF WE BELIEVE OR SUSPECT THAT YOUR INFORMATION IS NOT TRUE, ACCURATE, CURRENT OR COMPLETE, WE MAY DENY OR TERMINATE YOUR ACCESS TO THE SERVICE (OR ANY PORTION THEREOF) – AND; (E) THAT YOU HAVE FULL POWER AND AUTHORITY TO ENTER INTO THE TERMS AND IN DOING SO WILL NOT VIOLATE ANY OTHER AGREEMENT TO WHICH YOU ARE A PARTY.

2. Use of The Website

The Service enables companies to use cutting edge mobile software and hosted software as a service technologies capture, analyze, and use real-time market intelligence. Specifically, corporate entities (each a “**Principal**”) can enlist individual users that have downloaded the App to a mobile device to complete specific information gathering tasks and reviews (each a “**Mission**”) and collect large amounts of information based on criteria specified by the Principal (“**Collected Data**”) and aggregate and convert that Collected Data into relevant, useful reports accessed via the Platform (“**Reports**”). Subject to these Terms and the applicable Subscriber Agreement, GSC grants to you a limited license to use the Service for the foregoing purposes and to copy, display, and use the Reports provided by the Website solely for your Principal’s business purposes. If you are not party to a Subscriber Agreement, GSC hereby grants you a limited license to view and display the Website solely for the purpose of learning about GSC and the services that it offers.

3. Member Accounts

In order to use certain features of the Service, you will have to create an account (“**Member Account**”), which may require you to select a username and password. We may refuse to grant you a username for any reason in our sole discretion. You will be responsible for the confidentiality and use of your username and password and agree not to transfer or resell your use of or access to the Website to any third party. YOU ARE ENTIRELY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF YOUR USERNAME AND PASSWORD AND FOR ANY AND ALL ACTIVITIES THAT ARE CONDUCTED THROUGH YOUR ACCOUNT. YOU MAY NEVER USE ANOTHER PERSON’S MEMBER ACCOUNT WITHOUT PERMISSION.

4. Intellectual Property Ownership

Except for (a) Collected Data, (b) any logos, trademarks, service marks, or brand identities provided to GSC by a Principal (“**Principal Content**”), or (c) any personally identifiable information relating to individual users (“**User Data**”) (collectively, (a)-(c) are referred to as “**Principal Materials**”), all other text, content and documents available via the Service, including, any videos, names, logos, trademarks, service marks, brand

identities, characters, trade names, graphics, designs, copyrights, trade dress, or other intellectual property appearing in and used to operate the Website, and the organization, compilation, look and feel, illustrations, artwork, videos, music, software and other works on the Website (the “**GSC Materials**”) are owned by GSC or used with permission or under license from a third party (each an “**Owner**”), and are protected under copyright, trademark and other intellectual property and proprietary rights laws. As between GSC and you: (i) all right, title and interest in and to the GSC Materials will at all times remain with GSC and/or the Owners, and (i) all right, title and interest in and to the Principal Materials will remain with the principal, subject to any rights granted to GSC in its Privacy Policy with respect to User Data. Except as expressly provided herein, nothing on the Website shall be construed as conferring any license under GSC’s and/or its Owner’s intellectual property rights, whether by estoppel, implication or otherwise. Notwithstanding anything herein to the contrary, GSC may revoke any of the foregoing rights and/or your access to the Website, or any part thereof, including the blocking of your IP Address, at any time without prior notice. If you are a Principal, you represent, warrant and covenant that your Principal Materials do not and will not infringe, misappropriate, use or disclose without authorization, or otherwise violate any intellectual property or proprietary right of any third party, and are not unlawful, fraudulent, threatening, abusive, libelous, defamatory, obscene or otherwise objectionable.

5. Restrictions on Use

No other use of the Service or any GSC Materials is authorized. You agree that any copy of the GSC Materials (or any portion of the GSC Materials) that you make must retain all copyright and other proprietary notices contained herein or therein. Framing of the Website or Materials or posting of GSC Materials on other web sites is strictly prohibited. The use or misuse of any GSC Materials, except as provided in these Terms or in a valid Subscriber Agreement, is strictly prohibited. You shall not, without GSC’s express written consent: (a) distribute text or graphics to others, (b) copy and retransmit, disseminate, broadcast, circulate, or otherwise distribute the GSC Materials on any other server, or modify or re-use all or part of the GSC Materials on this system or any other system, (c) use any trade name, trademark, or brand name of GSC in metatags, keywords and/or hidden text, (d) copy, distribute, modify, transmit, perform, reuse, re-post, or otherwise display the GSC Materials, in whole or in part, for public or commercial purposes or modify, translate, alter or create any derivative works thereof, (e) create derivative works from the GSC Materials or commercially exploit the GSC Materials, in whole or in part, in any way, (f) use the Service, the GSC Materials, and/or any portion thereof, in any manner that may give a false or misleading impression, attribution or statement as to GSC, the Owner, or any third party referenced therein, (g) use the GSC Materials, and/or any services and products on the Service or accessible via the Service for unlawful purposes only; or (h) alter, remove or obscure any copyright notice, digital watermarks, proprietary legends or any other notice included in the GSC Materials.

6. Acceptable Use

Your use of the Service is conditioned upon your compliance with the following rules (“**Acceptable Use Restrictions**”):

You shall not upload to, transmit through, or display via the Service any content that: (i) is unlawful, fraudulent, threatening, abusive, libelous, defamatory, obscene or otherwise objectionable, or infringes our or any third party’s intellectual property or other rights; (ii) contains confidential, proprietary, or trade secret information of any third party; (iii) violates the rights of others, including without limitation any privacy rights or rights of publicity; (iv) impersonates any person or entity, falsely states or otherwise misrepresents your affiliation with any person or entity, or uses any fraudulent, misleading or inaccurate email address or other contact information; (v) violates any applicable laws or regulations; (vi) makes any statement, express or implied, that you are endorsed by GSC; (vii) harms minors in any way, including, but not limited to, by depicting content that violates child pornography laws, child sexual exploitation laws and laws prohibiting the depiction of minors engaged in sexual conduct; (viii) contains any unsolicited promotions, political campaigning, advertising or solicitations; or (ix) in our sole judgment is inappropriate or objectionable or which restricts or inhibits any other person from using or enjoying the Service, or which may expose the GSC, any of its officers, directors, or employees, or other users to any harm or liability of any type.

You shall not use the Service to engage in any of the following activities: (i) accessing, using, or uploading content to, or attempting to access, use, or upload content to another user’s account without permission; or (ii)

transmitting, uploading, or downloading, any software or other materials that contain any viruses, worms, trojan horses, defects, date bombs, time bombs or other items of a destructive nature.

You shall not: (i) modify, adapt, sublicense, translate, sell, reverse engineer, decompile or disassemble any portion of the Service; (ii) remove any copyright, trademark or other proprietary rights notices contained in or displayed on any portion of the Service; (iii) “frame” or “mirror” any portion of the Service, or link to any Material other than via the homepage of the URL located at <http://www.gospocheck.com/> or the URLs provided by us to you for such purposes, without our prior written authorization; (iv) use any robot, spider, site search/retrieval application or other manual or automatic device or process to retrieve, index, “data mine” or in any way reproduce or circumvent the navigational structure or presentation of the Service; or (v) harvest or collect information about or from users of the Service. GSC does not permit copyright infringing activities and infringement of intellectual property rights on the Service, and GSC reserves the right to remove Principal Materials without prior notice and/or to terminate a user’s access to the Service, if the User has been notified of infringing activity and has had Principal Materials removed from the Service more than twice. GSC also reserves the right to decide whether Principal Materials is appropriate and complies with these Acceptable Use Restrictions at any time, without prior notice and at its sole discretion.

7. Privacy Policy

GSC’s online Privacy Policy is incorporated herein by reference and describes the collection, use, and sharing of certain personally identifiable information that may be provided in connection with the use of the Service. Please read and understand our Privacy Policy before accessing or using the Service.

8. Digital Millennium Copyright Act

GSC is committed to respecting and protecting the legal rights of copyright owners. As such, GSC adheres to the following notice and take down policy, in full compliance with Section 512(c)(3) of the DMCA (17 U.S.C. § 512 et seq.). If you believe any of the Materials infringes upon your intellectual property rights, please submit a notification alleging such infringement (hereafter a “**DMCA Takedown Notice**”). To be valid, a DMCA Takedown Notice must (a) be provided to GSC’s designated agent, (“**Copyright Agent**”), as set forth below, and (b) include the following:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works;
- Identification of the material claimed to be infringing or to be the subject of infringing activity and that is to be removed or access disabled and information reasonably sufficient to permit the service provider to locate the material;
- Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
- A statement 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
- A statement that, under penalty of perjury, the information in the notification is accurate and you are authorized to act on behalf of the owner of the exclusive right that is allegedly infringed.

GSC’s Copyright Agent to receive DMCA Takedown Notices is:

Matt Talbot

Email: copyright@gospotcheck.com

Telephone: 888-364-2650

9. Dispute Resolution

DISPUTE RESOLUTION; ARBITRATION; CHOICE OF LAW
PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.

YOU AGREE THAT BY USING THE SERVICE OR, YOU ARE WAIVING THE RIGHT TO A COURT OR JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION. YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST GSC ONLY IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE, OR COLLECTIVE PROCEEDING. ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED.

YOU AGREE THAT ANY AND ALL CLAIMS AND DISPUTES ARISING FROM OR RELATING IN ANY WAY TO THE SUBJECT MATTER OF THESE TERMS, YOUR USE OF THE SERVICE, OR YOUR DEALINGS WITH GSC SHALL BE FINALLY SETTLED AND RESOLVED THROUGH BINDING INDIVIDUAL ARBITRATION AS DESCRIBED IN THIS SECTION. THIS AGREEMENT TO ARBITRATE IS INTENDED TO BE INTERPRETED BROADLY. THE ARBITRATION WILL BE GOVERNED BY THE COMMERCIAL ARBITRATION RULES AND THE SUPPLEMENTARY PROCEDURES FOR CONSUMER RELATED DISPUTES OF THE AMERICAN ARBITRATION ASSOCIATION (“*AAA*”), AS MODIFIED BY THIS SECTION. THE ARBITRATION WILL BE CONDUCTED BY JUDICIAL ARBITER GROUP, INC. (“*JAG*”) USING ONE ARBITRATOR WITH SUBSTANTIAL EXPERIENCE IN RESOLVING COMMERCIAL CONTRACT DISPUTES, WHO SHALL BE SELECTED FROM THE APPROPRIATE LIST OF JAG ARBITRATORS IN ACCORDANCE WITH THE ARBITRATION RULES AND PROCEDURES OF JAG. IF JAG IS UNABLE OR UNWILLING TO ARBITRATE A DISPUTE, THEN THE DISPUTE MAY BE REFERRED TO ANY OTHER ARBITRATION ORGANIZATION OR ARBITRATOR THAT YOU AND GSC AGREE UPON IN WRITING OR THAT IS APPOINTED PURSUANT TO SECTION 5 OF THE FEDERAL ARBITRATION ACT. FOR ANY CLAIM WHERE THE TOTAL AMOUNT OF THE AWARD SOUGHT IS \$10,000 OR LESS, THE ARBITRATOR, YOU MUST ABIDE BY THE FOLLOWING RULES: (A) THE ARBITRATION SHALL BE CONDUCTED SOLELY BASED ON TELEPHONE OR ONLINE APPEARANCES AND/OR WRITTEN SUBMISSIONS; AND (B) THE ARBITRATION SHALL NOT INVOLVE ANY PERSONAL APPEARANCE BY THE PARTIES OR WITNESSES UNLESS OTHERWISE MUTUALLY AGREED BY THE PARTIES. IF THE CLAIM EXCEEDS \$10,000, THE RIGHT TO A HEARING WILL BE DETERMINED BY THE AAA RULES, AND THE HEARING (IF ANY) MUST TAKE PLACE IN DENVER, COLORADO. THE ARBITRATOR’S RULING IS BINDING AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF COMPETENT JURISDICTION, OR APPLICATION MAY BE MADE TO SUCH COURT FOR JUDICIAL ACCEPTANCE OF ANY AWARD AND AN ORDER OF ENFORCEMENT, AS THE CASE MAY BE.

THERE IS NO JUDGE OR JURY IN ARBITRATION. ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT AND REVIEW BY A COURT IS LIMITED. YOU WILL NOT BE ABLE TO HAVE A COURT OR JURY TRIAL OR PARTICIPATE IN A CLASS ACTION OR CLASS ARBITRATION. YOU UNDERSTAND AND AGREE THAT BY AGREEING TO RESOLVE ANY DISPUTE THROUGH INDIVIDUAL ARBITRATION, YOU ARE WAIVING THE RIGHT TO A COURT OR JURY TRIAL. ANY DISPUTE SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS, AND NOT AS A CLASS ACTION, REPRESENTATIVE ACTION, CLASS ARBITRATION OR ANY SIMILAR PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE THE CLAIMS OF MULTIPLE PARTIES.

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING IN ANY WAY TO THESE TERMS OF USE, YOUR USE OF THE SERVICE, OR YOUR DEALINGS WITH GSC MUST BE COMMENCED IN ARBITRATION WITHIN TWO (2) YEARS AFTER THE CAUSE OF ACTION ACCRUES. AFTER THAT TWO (2)-YEAR PERIOD, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED. SOME JURISDICTIONS DO NOT ALLOW TIME LIMITATIONS OTHER THAN THOSE SET FORTH IN SUCH STATE’S STATUTE OF LIMITATIONS LAWS. IN SUCH CASES, THE APPLICABLE STATUTE OF LIMITATIONS PROVIDED FOR UNDER THE LAWS OF SUCH STATE SHALL APPLY.

YOU AGREE THAT ALL CHALLENGES TO THE VALIDITY AND APPLICABILITY OF THE ARBITRATION PROVISION—I.E. WHETHER A PARTICULAR CLAIM OR DISPUTE IS SUBJECT TO ARBITRATION—SHALL BE DETERMINED BY THE ARBITRATOR. NOTWITHSTANDING ANY

PROVISION IN THESE TERMS TO THE CONTRARY, IF THE CLASS-ACTION WAIVER ABOVE IS DEEMED INVALID OR UNENFORCEABLE YOU AGREE THAT YOU SHALL NOT SEEK TO, AND WAIVE ANY RIGHT TO, ARBITRATE CLASS OR COLLECTIVE CLAIMS. IF THE ARBITRATION PROVISION IN THIS SECTION IS FOUND UNENFORCEABLE OR TO NOT APPLY FOR A GIVEN DISPUTE, THEN THE PROCEEDING MUST BE BROUGHT EXCLUSIVELY IN THE STATE COURTS OF COMPETENT JURISDICTION OR THE UNITED STATES DISTRICT COURT LOCATED IN DENVER, COLORADO, AS APPROPRIATE, AND YOU AGREE TO SUBMIT TO THE PERSONAL JURISDICTION OF EACH OF THESE COURTS FOR THE PURPOSE OF LITIGATING SUCH CLAIMS OR DISPUTES, AND YOU STILL WAIVE YOUR RIGHT TO A JURY TRIAL, WAIVE YOUR RIGHT TO INITIATE OR PROCEED IN A CLASS OR COLLECTIVE ACTION, AND REMAIN BOUND BY ANY AND ALL LIMITATIONS ON LIABILITY AND DAMAGES INCLUDED IN THESE TERMS. THIS ARBITRATION AGREEMENT WILL SURVIVE TERMINATION OF YOUR USE OF THE SERVICE AND YOUR RELATIONSHIP WITH GSC. THIS ARBITRATION AGREEMENT INVOLVES INTERSTATE COMMERCE AND, THEREFORE, SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT, 9 U.S.C. §§ 1-16 (“*FAA*”), AND NOT BY STATE LAW. INFORMATION ON AAA AND HOW TO START ARBITRATION CAN BE FOUND AT WWW.ADR.ORG OR BY CALLING 800-778-7879.

IF YOU WISH TO OPT-OUT OF THE AGREEMENT TO ARBITRATE, WITHIN 45 DAYS OF WHEN YOU FIRST USE THE SERVICE OR SUBMIT THROUGH THE SERVICE A REQUEST FOR INFORMATION, YOU MUST SEND US A LETTER STATING, “REQUEST TO OPT-OUT OF AGREEMENT TO ARBITRATE” AT THE FOLLOWING ADDRESS:

Matt Talbot
Email: privacy@gospotcheck.com
Telephone: 888-364-2650

In the event you opt out of the arbitration provision, you agree to litigate exclusively in the state or Federal courts in Denver, Colorado, and you hereby consent and submit to the personal jurisdiction of such courts for the purpose of litigating any such action. These Terms will be governed by the laws of the State of Colorado, without giving effect to any principles of conflicts of laws.

10. Disclaimers

Without limiting the foregoing, the Service, and all components and elements of the Service, are provided to you “AS IS” and “AS AVAILABLE” without warranty of any kind, either express or implied, including but not limited to, fitness for a particular purpose, title, or non-infringement. Should applicable law not permit the foregoing exclusion of express or implied warranties, then GSC hereby grants the minimum express or implied warranty required by such applicable law. No advice or information, whether oral or written, obtained by you from GSC, its employees, agents, suppliers or any other persons shall create any warranty, representation or guarantee not expressly stated in this section. Additionally, GSC does not make any warranties that the Service will be uninterrupted, secure or error free or that your use of the Service will meet your expectations, or that the Service, or any result, component, or portion thereof, is correct, accurate, or reliable. GSC reserves the right to change any part of the Service at any time without notice.

11. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AND WITHOUT LIMITING ANYTHING ELSE IN THESE TERMS, OUR ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE USE OF ANY SERVICE, APP, OR WEBSITE WILL BE: (A) WHERE SUCH LIABILITY RELATES TO SUBSCRIBER AGREEMENT, OUR AGGREGATE LIABILITY FOR ALL CLAIMS RELATED TO THAT SUBSCRIBER AGREEMENT WILL BE THE VALUE OF FEES PAID BY THE PRINCIPAL FOR THE PAST THREE (3) MONTHS; OR (B) IN RELATION TO ANY OTHER CLAIM, THE AMOUNT OF \$2,000.

IN NO EVENT WILL WE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING FROM YOUR USE OF THE WEBSITE, APP, OR SERVICES OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF THE WEBSITE, APP, OR SERVICES EXCEPT AS SET FORTH IN A SUBSCRIBER AGREEMENT. BECAUSE SOME

STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS OUR LIABILITY WILL BE LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW.

THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE, OR WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

IF YOU ARE ACCESSING THE SERVICE FROM NEW JERSEY, YOU (A) ASSUME ALL RISKS OF LOSSES OR DAMAGES RESULTING FROM YOUR USE OF OR INABILITY TO USE THE SERVICE; (B) IRREVOCABLY WAIVE ALL LOSSES OR INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION) THAT MAY OCCUR AS A RESULT OF YOUR USE OF THE SERVICE; AND (C) EXPRESSLY AGREE TO RELEASE AND DISCHARGE GSC AND ITS AFFILIATES, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS, OR ASSIGNS FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION RESULTING, DIRECTLY OR INDIRECTLY, FROM YOUR USE OF THE SERVICE; AND (D) YOU VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT YOU MAY OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST GSC FOR LOSSES OR DAMAGES, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHER LEGAL THEORY, INCLUDING ANY CLAIM BASED ON ALLEGED NEGLIGENCE ON THE PART OF GSC AND THEIR AGENTS AND EMPLOYEES. YOU ACKNOWLEDGE THAT YOU HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY.

12. Assignment

Except as set forth in a Subscriber Agreement governing your access to the Service, these Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by GSC without restriction.

13. Notice

From time to time, GSC may revise these Terms. To help you stay current of any changes, GSC notes the date these Terms were last updated above. Your use of the Service following the posting of any revised Terms shall be deemed acceptance of the revised Terms. GSC strongly recommends checking these Terms periodically. If you disagree with the provisions of these Terms at any time, your sole remedy is to terminate your use of the Service. Continued use of the Service constitutes your agreement to these Terms as in effect.

14. Termination

GSC may cancel, suspend or block your use of the Service without notice if there has been a violation of these Terms, our Privacy Policy, or the applicable Subscriber Agreement, including non-payment of any fees due to GSC. Your right to use the Service will end once your Member Account is terminated, and any data you have stored on the Service, including Content and Materials, may be unavailable later, unless GSC is required to retain it by law or a valid Subscriber Agreement. You may terminate your Member Account at any time. GSC is not responsible or liable for any records or information that is made unavailable to you as the result of your termination of your Member Account. YOU AGREE THAT GSC WILL NOT BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY TERMINATION OF YOUR ACCESS TO THE SERVICE, CONTENT OR MATERIALS EXCEPT AS SET FORTH IN A VALID SUBSCRIBER AGREEMENT. Any limitations on liability that favor GSC will survive the expiration or termination of these Terms for any reason.

15. Miscellaneous

GSC's failure to enforce any provision of these Terms shall not be deemed a waiver of such provision nor of the right to enforce such provision. If any part of these Terms is determined to be invalid or unenforceable pursuant to applicable law, including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms shall continue in effect. A printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.