

Terms of Use

Welcome to RadarSmart.eu, the website and online service of RADARME, LLC. (“**Company**,” “**we**,” or “**us**”). This page explains the terms by which you may use our online and/or mobile services, website, and software provided on or in connection with the service (collectively the “**Service**”). By accessing or using the Service (including by downloading any mobile application we may offer from time to time), you signify that you have read, understood, and agree to be bound by this Terms of Use Agreement (“**Agreement**”) and to the collection and use of your information as set forth in the RADARME Privacy Policy, whether or not you are a registered user of our Service. This Agreement applies to all visitors, users, and others who access or use the Service (“**Users**”).

PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION, AS THIS AGREEMENT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS, INCLUDING VARIOUS LIMITATIONS AND EXCLUSIONS ON DAMAGES YOU MAY CLAIM AGAINST US AND INDEMNIFICATION OBLIGATIONS YOU OWE TO US. THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION OF DISPUTES PROVISION THAT, EXCEPT WHERE PROHIBITED BY APPLICABLE LAWS, REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

BY ACCESSING OR USING THE SERVICE, YOU INDICATE YOUR CONSENT TO THIS AGREEMENT.

1. Use of the Service

A. Eligibility

You may use the Service only if you can form a binding contract with Company, and only in compliance with this Agreement and all applicable local, state, provincial, federal, national, and international laws, rules and regulations. Anyone under thirteen (13) is strictly prohibited from creating an account for the Service without explicit parental consent. By providing consent for a child under thirteen (13) to use the Service, parents and guardians agree to: (i) exercise oversight of the child’s use of the Service, including ensuring that such use is always in accordance with this Agreement, all documents related hereto, and all applicable laws, and to be fully responsible and liable for the child’s compliance with this Agreement and the child’s use of the Service; (ii) the disclaimers, waivers and limitations of liability set out in this Agreement on your behalf and on the child’s behalf; and (iii) be fully liable for and to fully indemnify, defend, and hold harmless Company and our subsidiaries, agents/mandataries, licensors, managers, and other affiliated companies, and their employees, contractors, agents/mandataries, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to legal fees) arising, directly or indirectly, from such child’s use of the Service or such child’s failure to comply with this Agreement, and all references to “you” or “your” in (i) through (vi) in section 15 will be deemed amended to include your child or your ward, as applicable. The Service is not available to any Users previously removed from the Service by us.

B. Service Rules

You agree not to engage in any of the following prohibited activities: (i) copying, distributing, transmitting, disassembling, decompiling, publicly displaying, republishing, or disclosing any part of the Service in any medium, including without limitation by any automated or non-automated

“scraping” or by creating any derivative works of the Service; (ii) determining or attempting to determine any source code, algorithms, methods, or techniques embodied by the Service or any derivative works thereof, or incorporating the Service or any portion thereof into any other program or product; (iii) using any automated system, including without limitation “robots,” “spiders,” “offline readers,” etc., to access the Service in a manner that sends more request messages to the Company servers than a human can reasonably produce in the same period of time by using a conventional on-line web browser; (iv) transmitting spam, chain letters, or other unsolicited email; (v) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Service; (vi) taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure; (vii) uploading invalid data, viruses, worms, or other software agents through the Service; (viii) collecting or harvesting any personally identifiable information, including account names, from the Service; (ix) using the Service for any commercial solicitation purposes; (x) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; (xi) interfering with, or attempting to interfere with, the proper working of the Service; (xii) accessing any content on the Service through any technology or means other than those provided or authorized by the Service; (xiii) bypassing the measures we may use to prevent or restrict access to the Service, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Service or the content therein; (xiv) distributing, licensing, transferring, or selling, in whole or in part, any of the Service or any derivative works thereof; (xv) encouraging any conduct that restricts or inhibits anyone’s use or enjoyment of the Service, or which, as determined by us, may harm us or Users of the Service or expose us or them to liability; and (xvi) violating, or promoting the violation of, this Agreement or any applicable federal, provincial, local, state, foreign, or international law or regulation, including any laws regarding the export of data or software, patent, trademark, trade secret, copyright, or other intellectual property or legal rights (including the rights of publicity and privacy of others).

C. License to Use the Service

Subject to the terms and conditions of this Agreement, we hereby grant you a non-exclusive, limited, non-transferable, freely revocable license to use the Service for your personal, noncommercial use only and as permitted by the features of the Service. Company reserves all rights not expressly granted herein in the Service and the Company Content (as defined below). Company may terminate this license at any time for any reason or no reason.

D. Accounts

Accounts that you are able to establish with the Service give you access to the services and functionality that we may establish and maintain from time to time and in our sole discretion.

You may never use another User’s account without permission. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. We encourage you to use “strong” passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your account. You must notify us immediately of any breach of security or unauthorized use of your account. Company will not be liable for any losses caused by any unauthorized use of your account.

You may control your User profile and how you interact with the Service by changing settings that are made available to you.

2. Service Availability and Our Right to Terminate

We may, without prior notice, change the Service; stop providing the Service or features of the Service, to you or to Users generally; or create usage limits for the Service. If we materially change the Service, we will provide you with at least 30 days notice. We may permanently or temporarily terminate or suspend your access to the Service without notice and liability for any reason, including if in our sole determination you violate any provision of this Agreement, or for no reason. Upon termination for any reason or no reason, you continue to be bound by this Agreement. You are responsible for all the mobile data usage resulting from the use of Service. Consult your mobile operator concerning your plan, data rate charges and limits. You are solely responsible for your interactions with other Users. We reserve the right, but have no obligation, to monitor disputes between you and other Users. Company shall have no liability for your interactions with other Users, or for any User's action or inaction.

3. User Content

Some areas of the Service allow Users to post content such as profile information, images, comments, questions, messages and other content or information (any such content a User submits, posts, displays, creates, or affirmatively chooses to make available on the Service is "**User Content**"). User Content does not include information collected from or about your phone or device. We claim no ownership rights over User Content created or submitted by you. The User Content you create remains yours; however, by sharing User Content through the Service, you agree to the User Content License Grant below, and to allow others to view, edit, and/or share your User Content in accordance with your settings and this Agreement. Company has the right (but not the obligation) in our sole discretion to remove any User Content that is shared via the Service.

You agree not to post or transmit User Content that: (i) may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to you, to any other person, or to any animal; (ii) may create a risk of any other loss or damage to any person or property; (iii) seeks to harm or exploit children by exposing them to inappropriate content, asking for personally identifiable details or otherwise; (iv) may constitute or contribute to a crime or tort; (v) contains any information or content that we deem to be unlawful, harmful, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, profane, or otherwise objectionable; (vi) contains any information or content that is illegal (including, without limitation, the disclosure of insider information under securities law or of another party's trade secrets); (vii) contains any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships; (viii) contains any information or content that you know is not correct and current; (ix) violates any school or other applicable policy, including those related to cheating or ethics; (x) interferes with other Users of the Service including, without limitation, disrupting the normal flow of dialogue in an interactive area of the Service and deleting or revising any content posted by another person or entity; or (xi) except where expressly permitted, post or transmit charity requests, petitions for signatures, franchise arrangements, distributorship arrangements, sales representative agency arrangements or other business opportunities (including offers of employment or contracting arrangements), club memberships, chain letters or letters relating to pyramid schemes, any advertising or promotional materials or any other solicitation of other Users to use goods or services except in those areas (e.g., a classified bulletin board) that are designated for such purpose. You agree that any employment or other relationship you form or attempt to form with an employer, employee, or contractor whom you contact through areas of the Service that may be designated for that purpose is between you and that employer, employee, or contractor alone, and not with us. You may not copy or use personal identifying or business contact information about

other Users without their permission. You agree, represent and warrant that any User Content that you post does not and will not violate third-party rights of any kind, including without limitation any Intellectual Property Rights (as defined below) or rights of privacy. Company reserves the right, but is not obligated, to reject and/or remove any User Content that Company believes, in our sole discretion, violates these provisions.

For the purposes of this Agreement, “**Intellectual Property Rights**” means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, province, country, territory or other jurisdiction.

In connection with your User Content, you affirm, represent and warrant the following:

A. You have the consent of each and every identifiable natural person in the User Content to use such person’s name or likeness in the manner contemplated by the Service and this Agreement, and each such person has released you from any liability that may arise in relation to such use.

B. Your User Content and Company’s use thereof as contemplated by this Agreement and the Service will not violate any law or infringe any rights of any third party, including but not limited to any Intellectual Property Rights and privacy rights. Company takes no responsibility and assumes no liability for any User Content that you or any other User or third party posts or sends over the Service. You shall be solely responsible for your User Content and the consequences of posting or publishing it, and you agree that we are only acting as a passive conduit for your online distribution and publication of your User Content. You understand and agree that you may be exposed to User Content that is inaccurate, objectionable, inappropriate for children, or otherwise unsuited to your purpose, and you agree that Company shall not be liable for any damages you allege to incur as a result of User Content.

4. User Content License Grant

By posting any User Content on the Service, you expressly grant, and you represent and warrant that you have all rights necessary to grant, to Company a royalty-free, sublicensable)including via multiple tiers of sublicensing(, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, syndicate, publicly perform, publicly display, and make derivative works of all such User Content and your name, voice, and/or likeness as contained in your User Content, in whole or in part, and in any form, media or technology, whether now known or hereafter developed, for use in connection with the Service and for our commercial, marketing, advertising, and other purposes.

5. Terms Specific to Mobile Software

A. Mobile Software.

As part of the Service, we make available software and/or applications designed for mobile devices (“Mobile Software”). To use the Mobile Software you must have a mobile device that is compatible with the Mobile Software. Company does not warrant that the Mobile Software will be compatible with your mobile device. Company hereby grants you a non-exclusive, non-transferable, revocable license to use a compiled code copy of the Mobile Software for one Company account owned solely by you, for your personal use. Without limiting the general prohibitions on your actions found in the “Service Rules” above, which also apply to the Mobile

Software, you may not: (i) modify, disassemble, decompile or reverse engineer the Mobile Software, except to the extent that such restriction is expressly prohibited by law; (ii) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the Mobile Software to any third party or use the Mobile Software to provide time sharing or similar services for any third party; (iii) make any copies of the Mobile Software; (iv) remove, circumvent, disable, damage or otherwise interfere with security-related features of the Mobile Software, features that prevent or restrict use or copying of any content accessible through the Mobile Software, or features that enforce limitations on use of the Mobile Software; or (v) delete the copyright and other proprietary rights notices on the Mobile Software. You acknowledge that Company may from time to time issue upgraded versions of the Mobile Software, and may automatically electronically upgrade the version of the Mobile Software that you are using on your mobile device. You consent to such automatic upgrading on your mobile device, and agree that the terms and conditions of this Agreement will apply to all such upgrades. Any third-party code that may be incorporated in the Mobile Software is covered by the applicable open source or third-party license EULA, if any, authorizing use of such code. The foregoing license grant is not a sale of the Mobile Software or any copy thereof, and Company or third party partners or suppliers retain all right, title, and interest in the Mobile Software (and any copy thereof). Any attempt by you to transfer any of the rights, duties or obligations hereunder, except as expressly provided for in this Agreement, is void. Company reserves all rights not expressly granted under this Agreement. The Mobile Software originates in the European Union, and is subject to European Union export laws and regulations. The Mobile Software may not be exported or re-exported to certain countries or those persons or entities prohibited from receiving exports from the United States. In addition, the Mobile Software may be subject to the import and export laws of other countries. You agree to comply with all United States, European Union and foreign laws related to use of the Mobile Software and the Company Service, including the laws in your jurisdiction of residence.

B. Mobile Software from Apple App Store.

The following applies to any Mobile Software you acquire from the Apple App Store (“**Apple-Sourced Software**”): You acknowledge and agree that this Agreement is solely between you and Company, not Apple, Inc. (“**Apple**”) and that Apple has no responsibility for the Apple-Sourced Software or content thereof. Your use of the Apple-Sourced Software must comply with the then-current App Store Terms of Service. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Apple-Sourced Software. In the event of any failure of the Apple-Sourced Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Apple-Sourced Software to you; to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apple-Sourced Software, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by this Agreement and any law applicable to Company as provider of the software.

You acknowledge that Apple is not responsible for addressing any claims of you or any third party relating to the Apple-Sourced Software or your possession and/or use of the Apple-Sourced Software, including, but not limited to: (i) product liability claims; (ii) any claim that the Apple-Sourced Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation; and all such claims are governed solely by this Agreement and any law applicable to Company as provider of the software. You acknowledge that, in the event of any third-party claim that the Apple-Sourced Software or your possession and use of that Apple-Sourced Software infringes that third party’s intellectual property rights, Company, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by this

Agreement. You and Company acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of this Agreement as relates to your license of the Apple-Sourced Software, and that, upon your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement as relates to your license of the Apple-Sourced Software against you as a third-party beneficiary thereof.

C. Mobile Software from Google Play Store.

The following applies to any Mobile Software you acquire from the Google Play Store ("**Google-Sourced Software**"): (i) you acknowledge that the Agreement is between you and Company only, and not with Google, Inc. ("**Google**"); (ii) your use of Google-Sourced Software must comply with Google's then-current Google Play Store Terms of Service; (iii) Google is only a provider of the Google Play Store where you obtained the Google-Sourced Software; (iv) Company, and not Google, is solely responsible for its Google-Sourced Software; (v) Google has no obligation or liability to you with respect to Google-Sourced Software or the Agreement; and (vi) you acknowledge and agree that Google is a third-party beneficiary to the Agreement as it relates to Company's Google-Sourced Software.

6. Our Email Communications With You

By providing Company your email address you consent to our using the email address to send you Service-related notices, including any notices required by law, in lieu of communication by postal mail. We may also use your email address to send you other messages, such as changes to features of the Service and special offers. If you do not want to receive promotional email messages, you may opt out by unsubscribing from such email communications from Company. Opting out may prevent you from receiving email messages regarding updates, improvements, or offers.

7. Our Proprietary Rights

Except for your User Content, the Service and all materials, services, and information therein or transferred thereby, including, without limitation, information, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music, content, reports, features, functionality, design, presentation, analyses and data that is otherwise generated, collected or transmitted through the Service or Mobile Software, the "look and feel" of the Service, and User Content belonging to other Users (the "**Company Content**"), and all Intellectual Property Rights related thereto, are the exclusive property of Company and our licensors (including other Users who post User Content to the Service). Except as explicitly provided herein, nothing in this Agreement shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any Company Content. Use of the Company Content for any purpose not expressly permitted by this Agreement is strictly prohibited.

You may choose to, or we may invite you to, submit comments or ideas about the Service, including without limitation about how to improve the Service or our products ("**Ideas**"). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place Company under any fiduciary or other obligation, and that we are free to use the Idea for any purpose without any compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, Company does not waive any rights to use similar or related ideas previously known to Company, or developed by our employees, or obtained from sources other than you.

Company has no obligation to review, consider or implement any Idea. You agree, represent, and warrant that any Idea that you submit does not and will not violate third-party rights of any kind, including without limitation any Intellectual Property Rights or rights of privacy.

8. Features of the Service

The Service includes a number of features which may or may not be available to you depending on which features you elect and, where required, pay or subscribe to use. Some of the Service features require Mobile Software to be installed on the devices that the features apply to. Not all Service features may be available in your country. Please see below for details.

A. Location Information.

Certain features of the Service are designed to collect and share location information about you and other individuals who use the Service. In order to access and use these features, the Service collects location, sensory and motion data from your mobile device in order to share location information and otherwise provide or facilitate the features and functionality of the Service.

To work properly, these features require the corresponding Mobile Software to be installed on the device for which location and movement data will be provided, and require access to location from the smartphone or mobile device. These features may not work properly if the corresponding device permissions and settings allowing access to location is not properly configured or enabled. In addition, the features may not work for a variety of reasons, such as if the device that the Mobile Software is installed on is not powered on and connected to the wireless service provider's network (e.g., it will not work if the phone is connected to a wi-fi network), if location services are turned off, if the Service is not being used or is blocked on the device, if you are making a phone call through the device, and for other reasons.

9. Additional Policies and Information About the Service and Service Features

This section contains additional policies and information about the Service and Service features including geographic coverage information, billing policies, and pricing and payment terms.

A. Geographic Coverage.

The Service is designed for residents of the contiguous U.S and European Union. Some features of the Service may not work in areas outside the wireless service coverage area for the phone that the Mobile Software is installed on.

B. Billing Policies.

If you elect to use Subscription Features, you agree to the pricing and payment terms and that we may update them from time to time. Company may add new features for additional fees and charges, or amend fees and charges for existing services, at any time in our sole discretion. Any change to our pricing or payment terms shall become effective in the billing cycle following notice of such change to you as provided in this Agreement.

C. Pricing and Payment Terms

i. Subscription/access fees are payable in advance.

All subscription and access charges for the Subscription Features are payable in advance. Company is not responsible for any charges or expenses you incur resulting from charges billed by Company in accordance with this Agreement (e.g., overdrawn accounts, exceeding credit card limit, etc.). By providing a credit card number or other payment method with advance authorization features (e.g., some PayPal accounts, or in-app payments such as from third parties like Apple or Google), you authorize Company to continue charging the payment method for all charges due Company, including taxes, until your account is settled and your subscription is terminated by either you or Company. Company reserves the right to limit the number of accounts that may be charged to a credit card or other payment or identification method per unique user.

ii. Subscription accounts may have a trial period.

After initial registration of a paid membership subscription, you may be given an initial trial period. Certain Subscription Features may not be available during the free trial period, at Company's sole discretion. You may cancel your account at any time during the trial. If you want to change your account type, you may do so at any time (either before or after the trial period). You are limited to one trial per person (credit card or other unique payment or identification method) for any twelve (12)-month period. If you do not cancel your account during the trial, you will be charged based on the account type you selected during registration. To cancel a subscription to a Subscription Feature at any time, send an email to help@radarsmart.eu

iii. Payment methods.

Company accepts credit and debit cards issued through VISA, MasterCard, American Express, and Discover. Company also accepts in-app payments such as from third parties like Apple or Google. Company requires that you provide the security code for your debit or credit card to help protect against the unauthorized use of your card by other persons. The security code is an individual three- or four-digit number specific to your card that may be printed on the face of your card above the embossed account number (if American Express), or on the back of your card, on the signature panel (if Visa, or MasterCard). In the event that Company is unable to charge the card you have provided (e.g., expired credit card), Company will send you a notice to update your card information. You will have a fourteen (14)-day grace period to update your billing information. If the account is not updated within the fourteen (14)-day grace period, Company will terminate your subscription.

iv. Pricing Changes

Prices for Subscription Features may change from time to time, in Company's sole discretion. If they do, and you currently have Subscription Features, Company will provide you with notice of the change through the Service or in email to you, at Company's option or as required by applicable law, at least thirty (30) days before the change is to take effect. Your continued use of the Subscription Features after price changes become effective constitutes your agreement to pay the changed amount. If you do not agree to the new prices, please follow the instructions in the "Cancel Subscription Features or Close Your Account" section below.

D. No Refunds.

You may cancel your account at any time; however, except where prohibited by applicable law there are no refunds for any unused time on a subscription, any license or subscription fees for any portion of the Service, any content or data associated with your account, or for anything else. Upon cancelling any Subscription Features, your subscription will be valid until your then-current paid period is completed. For clarity, if you purchase an annual subscription and cancel it two months into the year, you will not receive a refund for the remaining portion of the year, but will instead enjoy the Subscription Features for the remaining ten months that you have already paid for.

E. Payment Information; Taxes.

All information that you provide in connection with a purchase or transaction or other monetary transaction interaction with the Service must be accurate, complete, and current. You agree to pay all charges incurred by users of your credit card, debit card, or other payment method used in connection with a purchase or transaction or other monetary transaction interaction with the Service at the prices in effect when such charges are incurred. You will pay any applicable taxes, if any, relating to any such purchases, transactions or other monetary transaction interactions.

F. Battery Usage

Use of the Service or Service features that require the use of Mobile Software may use a significant amount of power from the battery of any device that the Mobile Software is installed on. Also you might wish to keep your phone plugged into a power source.

10. Cancel Subscription Features or Close Your Account

You may cancel your Subscription Features or close your account at any time. To cancel your Subscription Feature or close your account, email help@radarsmart.eu. If you send an email, include your name, the email address you registered with, and a phone number where you can be reached. In general, it may take up to five (5) business days to process a cancelation request.

11. Privacy

We care about the privacy of our Users. Please see our Privacy Policy for information about how we collect, use and disclose information about you, including device data, location, sensory and motion data. You consent to the collections, uses and disclosures of your personal information for the purposes described in our Privacy Policy.

12. Security

Company cares about the integrity and security of your personal information. However, we cannot guarantee that unauthorized third parties will never be able to defeat our security measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.

13. Indemnity

You agree to defend, indemnify and hold harmless Company and our subsidiaries, agents/mandataries, licensors, managers, and other affiliated companies, and their employees, contractors, agents/mandataries, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to

legal fees) arising from: (i) your use of and access to the Service, including any data or content transmitted or received by you; (ii) your violation of any term of this Agreement, including without limitation your breach of any of the representations and warranties herein; (iii) your violation of any third-party right, including without limitation any right of privacy or Intellectual Property Rights; (iv) your violation of any applicable law, rule or regulation; (v) any claim or damages that arise as a result of any of your User Content, or any User Content or other information that is submitted via your account, including any Ideas; or (vi) any other party's access and use of the Service with your unique username, password or other appropriate security code.

14. No Warranty

Some jurisdictions, **including the Province of Quebec (Canada)**, do not allow for the disclaimer of certain warranties, so the disclaimers below may not apply to you.

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE SERVICE IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PRIVACY, SECURITY, ACCURACY, TIMELINESS, QUALITY, OR NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM COMPANY OR THROUGH THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. WITHOUT LIMITING THE FOREGOING, COMPANY, OUR SUBSIDIARIES, AFFILIATES, AND LICENSORS DO NOT WARRANT THAT: (I) THE SERVICE OR RESULTS THAT ARE OBTAINED FROM USE OF THE SERVICE (E.G., DATA, INFORMATION, LOCATION, ETC.) WILL BE ACCURATE, RELIABLE, ERROR-FREE OR CORRECT; (II) THE SERVICE OR RESULTS THAT ARE OBTAINED FROM USE OF THE SERVICE WILL MEET YOUR REQUIREMENTS; (III) THE SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, TIMELY, UNINTERRUPTED OR SECURE; (IV) ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR (V) THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD OR YOUR USE OF THE SERVICE.

COMPANY DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICE OR ANY HYPERLINKED WEBSITE OR SERVICE, AND COMPANY WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

15. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL COMPANY, OUR AFFILIATES, AGENTS/MANDATARIES, DIRECTORS, EMPLOYEES, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, OR INABILITY

TO USE, THIS SERVICE. UNDER NO CIRCUMSTANCES WILL COMPANY BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICE OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, OMISSIONS, MISTAKES, OR INACCURACIES FROM THE SERVICE OR RESULTS THAT ARE OBTAINED FROM USE OF THE SERVICE (E.G., DATA, INFORMATION, LOCATION, ETC.); (II) PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF OUR SERVICE; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR SERVICE BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICE; (VII) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY; AND/OR (VIII) ANY ACTION OR INACTION OF THIRD PARTIES. IN NO EVENT SHALL COMPANY, OUR AFFILIATES, AGENTS/MANDATARIES, DIRECTORS, EMPLOYEES, SUPPLIERS, OR LICENSORS BE LIABLE TO YOU OR ANY USER FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING THE AMOUNT YOU PAID TO COMPANY HEREUNDER IN THE SIX MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY, OR ONE HUNDRED DOLLARS (US \$100.00), WHICHEVER IS GREATER.

THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

SOME JURISDICTIONS, INCLUDING QUEBEC, DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

All legal actions arising with respect to the Service shall, unless prohibited by applicable law, be barred unless written notice thereof is received by Company within one year from the date of the event giving rise to such legal action.

16. Governing Law and Arbitration

The provisions set out in this section 18 are prohibited by Quebec's *Consumer Protection Act* (CQLR c P-40.1) and therefore do not apply to Users in Quebec, Canada.

A. Governing Law.

You agree that: (i) the Service shall be deemed solely based in California; and (ii) the Service shall be deemed a passive one that does not give rise to personal jurisdiction over Company, either specific or general, in jurisdictions other than California. This Agreement shall be governed by the internal substantive laws of the State of California, without respect to its conflict of laws principles. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the preceding sentences with respect to the substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16). The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. You agree to submit to the personal jurisdiction of the federal and state courts located in Santa Clara County, California for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of our copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, as set forth in the Arbitration provision below.

B. Arbitration.

READ THIS SECTION CAREFULLY BECAUSE, EXCEPT WHERE PROHIBITED BY APPLICABLE LAW, IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM COMPANY. In the unlikely event that Company has not been able to resolve a dispute it has with you after sixty (60) days, except where prohibited by applicable law, we each agree to resolve any claim, dispute, or controversy (excluding any Company claims for injunctive or other equitable relief) arising out of or in connection with or relating to this Agreement of Use, or the breach or alleged breach thereof (collectively, “**Claims**”), by binding arbitration by the Judicial Mediation and Arbitration Services (“**JAMS**”) under the Optional Expedited Arbitration Procedures then in effect for JAMS, except as provided herein. The arbitration will be conducted in Santa Clara County, California, unless you and Company agree otherwise. Each party will be responsible for paying any JAMS filing, administrative and arbitrator fees in accordance with JAMS rules. The award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys’ fees and reasonable costs for expert and other witnesses, and any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall be deemed as preventing Company from seeking injunctive or other equitable relief from the courts as necessary to protect any of Company’s proprietary interests. ALL CLAIMS MUST BE BROUGHT IN THE PARTIES’ INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON’S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND COMPANY ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND.

17. Information and Complaints

If you have a question or complaint regarding the Service, please send an e-mail to help@radarsmart.eu. Please note that e-mail communications will not necessarily be secure; accordingly you should not include credit card information or other sensitive information in your e-mail correspondence with Company.

18. General

A. Assignment.

This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Company without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.

B. Notification Procedures and Changes to the Agreement.

Company may provide notifications, whether such notifications are required by law or are for marketing or other business related purposes, to you via email notice, written or hard copy notice, or through posting of such notice on our website or mobile application, as determined by Company in our sole discretion or as may be required by applicable law. Company reserves the right to determine the form and means of providing notifications to our Users, provided that you may opt out of certain means of notification as described in this Agreement. Company is not responsible for any automatic filtering you or your network provider may apply to email notifications we send to the email address you provide us. Company may, in our sole discretion, modify or update this Agreement from time to time and without prior notice to you (except where notice is required by applicable law), and so you should review this page periodically. When we change the Agreement in a material manner, we will update the 'last modified' date at the bottom of this page. Your continued use of the Service after any such change constitutes your acceptance of the Agreement. If you do not agree to any of these terms or any future Agreement, do not use or access (or continue to access) the Service.

C. Entire Agreement/Severability.

This Agreement, together with any amendments and any additional agreements you may enter into with Company in connection with the Service (including all supplemental terms referenced herein and our Privacy Policy), shall constitute the entire agreement between you and Company concerning the Service. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect.

D. No Waiver.

No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and Company's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.

E. Contact.

Please contact us help@radarsmart.eu with any questions regarding this Agreement.

This Agreement was last modified on August, 2022.

F. Language

You and Company have each expressly requested and required this Agreement and all documents that relate hereto be drawn up in the English language.