



Terms and Conditions of Use

PLEASE READ THESE TERMS OF USE ("AGREEMENT" OR "TERMS OF USE") CAREFULLY BEFORE USING THE WEBSITE AND WEB-BASED SERVICES (hereinafter "OfficerTRAK Platform") offered by OfficerTRAK, Inc. (hereinafter "OfficerTRAK"), a wholly owned subsidiary of Off Duty Management, Inc. ("ODM"). THIS AGREEMENT SETS FORTH LEGALLY BINDING TERMS AND CONDITIONS FOR YOUR USE OF [HTTPS://WWW.OFFICERTRAK.COM](https://www.officertrak.com) AND ALL RELATED OfficerTRAK WEB-BASED SERVICES.

The OfficerTRAK Platform is provided solely for use by Clients of ODM ("Clients") and other authorized individuals to arrange and schedule security services (hereinafter "OfficerTRAK Services"). If you are a Client, you must agree to act in accordance with these Terms of Use.

Your Use of Services

To use most aspects of OfficerTRAK Services, you are required to register and obtain and maintain a user account (hereinafter "User Account"). User Account registration requires you to submit to OfficerTRAK certain information. You agree to maintain accurate, complete, and up-to-date information in your User Account. Failure to do so may result in your inability to access and use the OfficerTRAK Services. You are responsible for all activity that occurs under your User Account.

License

Subject to this Agreement, ODM, through its OfficerTRAK subsidiary, grants you a limited, non-exclusive, and non-transferable license to access, stream, download, and use the OfficerTRAK Platform in accordance with this Agreement.

Reservation of Rights

You acknowledge and agree that the OfficerTRAK Platform is provided under license, and not sold, to you. You do not acquire any ownership interest in the OfficerTRAK Platform under this Agreement, or any other rights thereto, other than to use the OfficerTRAK Platform in accordance with the license granted, and subject to this Agreement. ODM and OfficerTRAK reserve and shall retain their entire right, title, and interest in and to the OfficerTRAK Platform, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted in this Agreement.

Responsibility of User

As a user of the OfficerTRAK Platform, you are solely responsible for protecting your account (i.e., your user ID and password) that has been provided to you by OfficerTRAK now or in the future. You are also solely responsible for securing your password and computer devices, as well as restricting access to your password and your computer devices while logged into the OfficerTRAK Platform. You agree to accept responsibility for all activities that occur under your account or from your computer devices. You agree to immediately notify ODM of any unauthorized use of your account or password or any other breach of security and to accept all risks of unauthorized access to any content or other information you provide through the OfficerTRAK Platform.

Restrictions on Use

You may not use the OfficerTRAK Platform for anything other than a lawful, legitimate, and authorized purpose. You may not reproduce, upload, download, record, post, transmit, distribute, store or archive any part of the OfficerTRAK Platform content without obtaining written express consent from ODM. Prohibited uses of the OfficerTRAK Platform additionally include, but are not limited to, the following: (a) conducting any deceptive and unfair trade practices; (b) placement on the OfficerTRAK Platform of any untrue, malicious, fraudulent, harassing, offensive, or defamatory material, or any material that is irrelevant to legitimate use of the OfficerTRAK Platform; (c) introduction of viruses, worms, or other programming routines that are intended to disrupt or interfere with the intended operation of the OfficerTRAK Platform; (d) promotion of any unlawful activity or purpose, including any activity that could give rise to criminal or civil liability; (e) unauthorized alteration of any data or information supplied by another user of the OfficerTRAK Platform; (f) any activity that infringes on the copyright, patent, trademark, or other rights of any person or entity; (g) modification of software related to the OfficerTRAK Platform (hereinafter "Software"); (h) any effort by you to translate, reverse engineer, decompile, decrypt, extract, disassemble (except to the extent applicable laws specifically prohibit such restriction), or otherwise attempt to discover any programming or source code of the OfficerTRAK Platform or its Software, in whole or in part; or (j) removal of any patent, copyright, trade secret, trademark or other restrictive and proprietary notices or labels from the OfficerTRAK Platform or its Software or documentation. If you engage in a prohibited use of the OfficerTRAK Platform, ODM has the right to prohibit you from any future use of the OfficerTRAK Platform. Any content You introduce to the OfficerTRAK Platform as a result of or which constitutes an impermissible use, as determined in the sole discretion of OfficerTRAK, may be removed from the OfficerTRAK Platform. If you engage in a prohibited use of the OfficerTRAK Platform, you will be liable to ODM for any damages it incurs as a result.

Confidential Information

Confidential information includes non-public information related to OfficerTRAK clients, partners, suppliers, and other contractors, as well as any other information disclosed to or obtained by you that you reasonably should recognize as confidential under the circumstances.

Notwithstanding the above, You may disclose Confidential Information if so required by law, including, without limitation, (including pursuant to a court order or subpoena), so long as you give ODM and/or identified individual reasonable notice and the opportunity to oppose such disclosure. You shall not otherwise directly or indirectly disclose, copy, distribute, republish, or allow any third party to have access to or use any Confidential Information without the prior express written permission of ODM or the identified individual. You shall not take any action of any kind in any way based upon the Confidential Information disclosed or made available by OfficerTRAK which directly or indirectly might interfere in any way with, or have an adverse effect on, the business of OfficerTRAK or the business or contracts of its Clients, or with the existing business relationships of OfficerTRAK with its Clients, respective employees, suppliers, customers, or third parties.

Proprietary Rights

You acknowledge and agree that the OfficerTRAK Platform, the services provided through OfficerTRAK Platform, and the OfficerTRAK Software contain proprietary and Confidential Information, including but not limited to text, graphics, logos, icons, images, and the arrangement and compilation of such content, which is protected by applicable intellectual property laws and other laws. Except as expressly permitted by OfficerTRAK, You agree not to copy, modify, rent, lease, loan, sell, distribute, repost, publicly display, use for any commercial purposes, or create derivative works based on the OfficerTRAK Platform or the OfficerTRAK Software, in whole or in part, without the prior express written permission of ODM. You agree and acknowledge that OfficerTRAK, including all associated proprietary information and rights, includes a proprietary design, process, and method protected by copyright, trademark, trade secret, or other intellectual property rights owned by OfficerTRAK, and You expressly agree, covenant, and warrant that You shall not intentionally infringe upon these rights.

Disclaimer of Warranties

THE OFFICERTRAK PLATFORM IS PROVIDED TO YOU "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, ODM AND OFFICERTRAK EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE OFFICERTRAK PLATFORM INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, ODM AND OFFICERTRAK PROVIDE NO WARRANTY OR UNDERTAKING, AND MAKE NO REPRESENTATION OF ANY KIND THAT THE OFFICERTRAK PLATFORM WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, APPLICATION, SYSTEM, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

Links

ODM and OfficerTRAK may provide, via the OfficerTRAK Platform, links to other websites or resources. Because neither ODM nor OfficerTRAK has ownership or control over such sites and resources, you acknowledge and agree that neither ODM nor OfficerTRAK shall be responsible for the availability of such external sites or resources, and neither ODM nor OfficerTRAK endorses or is responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that neither ODM nor OfficerTRAK shall

be responsible or liable, directly or indirectly, for any damage or loss to you caused or alleged to be caused by or in connection with the use of or reliance on the OfficerTRAK Platform or any Third-Party Site, or any content, goods or services available on or through any such site or resource.

Privacy and Security

OfficerTRAK maintains personally identifiable information collected through the use of the OfficerTRAK Platform in the strictest confidence. OfficerTRAK's Privacy Policy outlines how OfficerTRAK collects, uses, and secures your personally identifiable information. You are required to read the full Privacy Policy and provide affirmative consent prior to the use of the OfficerTRAK Platform and OfficerTRAK Services. The Privacy Policy can be found at <https://www.officertrak.com/privacy-policy>.

Limitation of Liability

OFFICETRAK SHALL NOT BE LIABLE FOR ANY LIABILITY ARISING FROM NEGLIGENT ACTIONS OR INACTIONS ARISING FROM OR RELATED TO ANY LOSS DUE TO PERSONAL INJURY, PROPERTY DAMAGE, ANY LOSS OF PROFITS, SAVINGS, OR GOODWILL, LOSS OR INACCURACY OF DATA, OR ANY INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, LOSS, COST, EXPENSE (WHETHER IN CONTRACT, TORT, INCLUDING NEGLIGENCE, PRODUCT LIABILITY, OR OTHERWISE) THAT RESULT FROM YOUR USE OF THE OFFICETRAK PLATFORM OR OFFICERTRAK SERVICES, INCLUDING BUT NOT LIMITED TO YOUR INABILITY TO USE THE OFFICERTRAK PLATFORM FOR ANY REASON (E.G., UNAUTHORIZED USE OR ACCESS OF YOUR ACCOUNT, ANY INTERRUPTION OF SERVICE, COMPUTER VIRUS) FOR USE OF THE OFFICERTRAK PLATFORM, EVEN IF ODM OF OFFICERTRAK OR AN AUTHORIZED REPRESENTATIVE OF ODM OR OFFICERTRAK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY.

Miscellaneous

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. Section headings are for reference purposes only and in no way define, limit, construe, or describe the scope or extent of such section. ODM's failure to act with respect to a breach of this Agreement by you or others does not waive its right to act with respect to subsequent or similar breaches. This Agreement, and all documents incorporated herein by reference, set forth and constitute the entire understanding and agreement between us with respect to the subject matter hereof.

