

Terms & Conditions:

Terms of Service

Welcome to Callerlocations.com, the website and online service of CallerLocation, Inc. ("CallerLocation," "we," or "us"). This page explains the terms by which you may use our online and/or mobile services, web site, and software provided on or in connection with the service (collectively the "Service"). By accessing or using the Service, 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 CallerLocation Privacy Policy, whether or not you are a registered user of our Service. This Agreement applies to all visitors, users, and others who access the Service ("Users").

PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION OF DISPUTES PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

1. Use of Our Service

CallerLocation is a free communication and location app for smartphones. With CallerLocation, you will know the address of the caller.

A. Eligibility

You may use the Service only if you can form a binding contract with CallerLocation, and only in compliance with this Agreement and all applicable local, state, national, and international laws, rules and regulations. Anyone under 13 is strictly prohibited from creating an account for the Service. In addition, anyone under 13 may only accept invitations from parents / legal guardians to join their account. The Service is not available to any Users previously removed from the Service by CallerLocation.

B. CallerLocation Service

Subject to the terms and conditions of this Agreement, you are hereby granted 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. CallerLocation reserves all rights not expressly granted herein in the Service and the CallerLocation Content (as defined below). CallerLocation may terminate this license at any time for any reason or no reason.

C. CallerLocation Accounts

Your CallerLocation account gives 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 CallerLocation immediately of any breach of security or unauthorized use of your account. CallerLocation 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 the Settings in the CallerLocation app. By providing CallerLocation 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 CallerLocation. Opting out may prevent you from receiving email messages regarding updates, improvements, or offers.

D. Service Rules

You agree not to engage in any of the following prohibited activities: (i) copying, distributing, or disclosing any part of the Service in any medium, including without limitation by any automated or non-automated “scraping”; (ii) 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 CallerLocation servers than a human can reasonably produce in the same period of time by using a conventional on-line web browser; (iii) transmitting spam, chain letters, or other unsolicited email; (iv) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Service; (v) taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure; (vi) uploading invalid data, viruses, worms, or other software agents through the Service; (vii) collecting or harvesting any personally identifiable information, including account names, from the Service; (viii) using the Service for any commercial solicitation purposes; (ix) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; (x) interfering with the proper working of the Service; (xi) accessing any content on the Service through any technology or means other than those provided or authorized by the Service; or (xii) 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.

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. 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 CallerLocation Users. We reserve the right, but have no obligation, to monitor disputes between you and other Users. CallerLocation shall have no liability for your interactions with other Users, or for any User’s action or inaction.

2. User Content

Some areas of the Service allow Users to post content such as profile information, comments, questions, and other content or information (any such materials a User submits, posts, displays, or otherwise makes available on the Service “User Content”). We claim no ownership rights over User Content created by you. The User Content you create remains yours; however, by sharing User Content through the Service, you agree to allow others to view, edit, and/or share your User Content in accordance with your settings and this Agreement. CallerLocation has the right (but not the obligation) in its 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; (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 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. CallerLocation reserves the right, but is not obligated, to reject and/or remove any User Content that CallerLocation believes, in its 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, 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 CallerLocation'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. CallerLocation 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 CallerLocation shall not be liable for any damages you allege to incur as a result of User Content.

3. 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, sub licensable, 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

4. Mobile Software

A. Mobile Software.

We make available software to access the Service via a mobile device ("Mobile Software"). To use the Mobile Software you must have a mobile device that is compatible with the Mobile Service. CallerLocation does not warrant that the Mobile Software will be compatible with your mobile device. CallerLocation hereby grants you a non-exclusive, non-transferable, revocable license to use a compiled code copy of the Mobile Software for one CallerLocation account owned or leased solely by you, for your personal use. 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 CallerLocation 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 CallerLocation or its 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. CallerLocation reserves all rights not expressly granted under this Agreement. If the Mobile Software is being acquired on behalf of the United States Government, then the following provision applies. Use, duplication, or disclosure of the Mobile Software by the U.S. Government is subject to restrictions set forth in this Agreement and as provided in DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 252.227-7013(c)(1)(ii) (OCT 1988), FAR 12.212(a) (1995), FAR 52.227-19, or FAR 52.227-14 (ALT III), as applicable. The Mobile Software originates in the United States, and is subject to United States 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 and foreign laws related to use of the Mobile Software and the CallerLocation Service. (1) Mobile Software from iTunes. The following applies to any Mobile Software you acquire from the iTunes Store ("iTunes-Sourced Software"): You acknowledge and agree that this Agreement is solely between you and CallerLocation, not Apple, and that Apple has no responsibility for the iTunes-Sourced Software or content thereof. Your use of the iTunes-Sourced Software must comply with the App Store Terms of Service. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the iTunes-Sourced Software. In the event of any failure of the iTunes-Sourced Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the iTunes-Sourced Software to you; to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the iTunes-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 CallerLocation 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 iTunes-Sourced Software or your possession and/or use of the iTunes-Sourced Software, including, but not limited to: (i) product liability claims; (ii) any claim that the iTunes-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 CallerLocation as provider of the software. You acknowledge that, in the event of any third party claim that the iTunes-Sourced Software or your possession and use of that iTunes-Sourced Software infringes that third party's intellectual property rights, CallerLocation, 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 CallerLocation acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of this Agreement as relates to your license of the iTunes-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 iTunes-Sourced Software against you as a third party beneficiary thereof.

5. Our Proprietary Rights

Except for your User Content, the Service and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music, and User Content belonging to other Users (the "CallerLocation Content"), and all Intellectual Property Rights related thereto, are the exclusive property of CallerLocation and its 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 CallerLocation Content. Use of the CallerLocation 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 CallerLocation under any fiduciary or other obligation, and that we are free to use the Idea without any additional 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, CallerLocation does not waive any rights to use similar or related ideas previously known to CallerLocation, or developed by its employees, or obtained from sources other than you.

6. CallerLocation Premium

A. CallerLocation Premium.

CallerLocation Premium is a paid subscription service from CallerLocation that includes (where available): 24/7 Live Advisor; Stolen Phone Protection; unlimited Location Look-Ups; unlimited use of Places; expanded History Data. Up to six (6) devices can be used per CallerLocation Premium subscription.

B. 24/7 Live Advisor.

24/7 Live Advisor provides twenty-four hour a day, seven days a week call support for non-critical emergencies to help users find, for example, roadside assistance or the nearest hospital, urgent care facility, pharmacy or natural disaster emergency shelter. 24/7 Live Advisor is NOT A REPLACEMENT FOR 911. In the event of a critical emergency, always dial 911 immediately. Calls may be monitored for quality assurance purposes. 24/7 Live Advisor is only available to current CallerLocation Premium subscribers.

C. Billing Policies.

If you elect to use CallerLocation Premium, you agree to the pricing and payment terms, as we may update them from time to time. CallerLocation may add new services for additional fees and charges, or amend fees and charges for existing services, at any time in its 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.

D. Pricing and Payment Terms

1. CallerLocation Premium subscription/access fees are payable in advance.

All subscription and access charges for the Service are payable in advance. CallerLocation Premium subscriptions can be purchased annually or monthly. CallerLocation is not responsible for any charges or expenses you incur resulting from charges billed by CallerLocation in accordance with the Terms of Service (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), you authorize CallerLocation to continue charging the payment method for all charges due CallerLocation until your CallerLocation Premium account is settled and is terminated by either you or CallerLocation. CallerLocation 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.

2. CallerLocation Premium subscription accounts have a trial period.

After initial registration of a CallerLocation Premium account, you will be given a trial period beginning with your first login to CallerLocation Premium. 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 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 your CallerLocation Premium subscription at any time, send an email to support@callerlocations.com.

3. Payment methods.

CallerLocation accepts credit and debit cards issued through VISA, MasterCard, American Express, and Discover. CallerLocation requires that you provide the security code for your debit or credit card to 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 CallerLocation is unable to charge the card you have provided (i.e. expired credit card), CallerLocation will send you a notice to update your card information. You will have a 14-day grace period to update your billing information. If the account is not updated within the 14-day grace period, CallerLocation will terminate your Premium subscription.

G. No Refunds.

You may cancel your CallerLocation account at any time; however, 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 your CallerLocation Premium service, your subscription will be valid until your paid period is completed. H. 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.

7. Closing Your Account

You may cancel your CallerLocation account at any time. To cancel your account, email support@callerlocations.com or call (866)277-2233. If you send an email, include your name, the email address you registered with, and a phone number where you can be reached. Your account will be canceled within 48 hours of your cancellation request.

8. No Professional Advice

If the Service provides professional information (e.g. medical or legal), such information is for informational purposes only and should not be construed as professional advice. No action should be taken based upon any information contained in the Service. You should seek independent professional advice from a person who is licensed and/or qualified in the applicable area.

9. Privacy

We care about the privacy of our Users. You understand that by using the Services you consent to the collection, use and disclosure of your personally identifiable information and aggregate data as set forth in our Privacy Policy, and to have your personally identifiable information collected, used, transferred to and processed in the United States.

10. Security

CallerLocation 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.

11. Third-Party Links

The Service may contain links to third-party websites, advertisers, services, special offers, or other events or activities that are not owned or controlled by CallerLocation. CallerLocation does not endorse or assume any responsibility for any such third-party sites, information, materials, products, or services. If you access a third party website from the Service, you do so at your own risk, and you understand that this Agreement and CallerLocation's Privacy Policy do not apply to your use of such sites. You expressly relieve CallerLocation from any and all liability arising from your use of any third-party website, service, or content. Additionally, your dealings with or participation in promotions of advertisers found on the Service, including payment and delivery of goods, and any other terms (such as warranties) are solely between you and such advertisers. You agree that CallerLocation shall not be responsible for any loss or damage of any sort relating to your dealings with such advertisers.

12. Indemnity

You agree to defend, indemnify and hold harmless CallerLocation and its subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's 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 above; (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 that is submitted via your account; or (vi) any other party's access and use of the Service with your unique username, password or other appropriate security code.

13. No Warranty

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, OR NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM CALLERLOCATION OR THROUGH THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. WITHOUT LIMITING THE FOREGOING, CALLERLOCATION, ITS SUBSIDIARIES, ITS AFFILIATES, AND ITS LICENSORS DO NOT WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE OR CORRECT; THAT THE SERVICE WILL MEET YOUR REQUIREMENTS; THAT THE SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT 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.

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

14. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CALLERLOCATION, ITS AFFILIATES, AGENTS, 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 CALLERLOCATION 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, CALLERLOCATION ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY 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 SECURE 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; AND/OR (VII) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY. IN NO EVENT SHALL CALLERLOCATION, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS, OR LICENSORS BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING THE AMOUNT YOU PAID TO CALLERLOCATION HEREUNDER OR \$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 CALLERLOCATION 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 STATES 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 STATE TO STATE. THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

The Service is controlled and operated from facilities in the United States. CallerLocation makes no representations that the Service is appropriate or available for use in other locations. Those who access or use the Service from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable United States and local laws and regulations, including but not limited to export and import regulations. You may not use the Service if you are a resident of a country embargoed by the United States, or are a foreign person or entity blocked or denied by the United States government. Unless otherwise explicitly stated, all materials found on the Service are solely directed to individuals, companies, or other entities located in the United States.

15. Governing Law and Arbitration

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 CallerLocation, 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 IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM CALLERLOCATION. In the unlikely event that CallerLocation has not been able to resolve a dispute it has with you after 60 days, we each agree to resolve any claim, dispute, or controversy (excluding any CallerLocation claims for injunctive or other equitable relief) arising out of or in connection with or relating to these Terms 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 CallerLocation 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 CallerLocation from seeking injunctive or other equitable relief from the courts as necessary to protect any of CallerLocation'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 TERMS OF SERVICE, YOU AND CALLERLOCATION 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.

16. 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 CallerLocation without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.

B. Notification Procedures and Changes to the Agreement.

CallerLocation 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, as determined by CallerLocation in our sole discretion. CallerLocation 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. CallerLocation 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. CallerLocation may, in its sole discretion, modify or update this Agreement from time to time, 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 new Terms of Use. If you do not agree to any of these terms or any future Terms of Use, 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 CallerLocation in connection with the Service, shall constitute the entire agreement between you and CallerLocation 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 CallerLocation'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 admin@callerlocations.com with any questions regarding this Agreement.

This Agreement was last modified on October 26th, 2015.