

End-User License Agreement

READ THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY BEFORE AGREEING, ACCESSING OR USING the Alert For Me App.

This End User License Agreement (the "EULA") is a binding legal agreement between you, as an individual or entity, and US Monitoring, Inc. dba Alert For Me (Alert For Me). By downloading, installing, or using this application for Android, iOS or other mobile platform, as applicable (the "Software"), you agree to be bound by the terms of this EULA. You agree that installation or use of the Software signifies that you have read, understood, and agree to be bound by the EULA.

This license is for the use of the Alert For Me App on a single mobile device owned or controlled by you. The Licensed Application and all services transacted through said App are licensed, not sold, to You for use only under the terms of this license. Alert for Me reserves all rights not expressly granted to You. The Licensed Application that is subject to this license is referred to in this license as the "Licensed Application." This license does not allow you to distribute or make the Licensed Application available over a network where it can be used by multiple device. You may not sublicense, redistribute, sell, lend, lease or rent the Licensed Application.

NOTICE: NOT A REPLACEMENT FOR 911. THE LICENSED APPLICATION AND RELATED SERVICE ARE NOT A REPLACEMENT FOR 911.

IF YOU ARE IN IMMEDIATE DANGER, ARE THE VICTIM OF A CRIME OR ARE SUFFERING A MEDICAL EMERGENCY, CALL 911 AND/OR THE APPROPRIATE AUTHORITIES AND DO NOT RELY ON THIS SERVICE. ALERT FOR ME DOES NOT GUARANTEE AND HAS NO CONTROL OVER WHETHER YOUR MESSAGES WILL BE DELIVERED REAL-TIME, IMMEDIATELY ACCESSED BY OR RESPONDED TO BY ANY RECIPIENT OR EMERGENCY RESPONDER, EVEN IF YOUR MOBILE DEVICE AND THE LICENSED APPLICATION HAS CONNECTIVITY.

1. License

1.1. Grant of License. Subject to your full and ongoing compliance with the terms and conditions of this Agreement, including without limitation of payment of all applicable license fees, the applicable Alert 1 Now. dba Alert For Me (Alert For Me) entity from which you obtained the Software hereby grants to you, and you accept, a personal, limited, nonexclusive, nontransferable non-assignable, non-commercial, revocable license to download, install and use the Licensed Application on any appropriate iPhone or Android phone that you own or control (each a "Mobile Device") owned by you. The terms of this license will govern any upgrade provided by Alert 1 Now, Inc. dba Alert For Me (Alert For Me) that replaces any updates, enhancements, modifications, revisions, or additions to the original Licensed Application, unless such upgrade is accompanied by a separate license, in which case the terms of that license will govern.

1.2. License Restrictions. This license is for a use of Licensed Application on a single Mobile Device owned, operated and controlled by you. This license does not allow you to use the Licensed Application on any Mobile Device that you do not own or control, and you may not distribute or make the Licensed Application available over a network where it could be used by multiple devices at the same time. You may not sell, rent, lease, redistribute or sublicense the Licensed Application.

1.3. Copies and Modifications. Except and solely to the extent that such a restriction is prohibited under applicable law, you may not reverse engineer, decompile, disassemble, or otherwise translate the Software, obtain the source code or any license keys you have obtained. You may not modify or adapt the Software or any license keys that you have obtained in any way. Any attempt to do so is a violation of the rights of Licensed Application and its licensors. If you breach this restriction, you may be liable for damages and subject to prosecution.

BY USING THE LICENSED APPLICATION, ALERT FOR ME COMMAND AND/OR RELATED TEXTS, EMAIL, AND/OR WEB SITE, YOU ARE CONSENTING TO BE BOUND BY THIS END-USER LICENSE AGREEMENT (EULA), THE PRIVACY POLICY AND THE TERMS OF USE. IF YOU DO NOT AGREE TO THE PRIVACY POLICY OR THESE TERMS OF USE OR USE UNDER VIOLATION OF FEDERAL, STATE OR LOCAL LAWS, DO NOT OPERATE THE LICENSED APPLICATION, ALERT FOR ME COMMAND OR RELATED SERVICES.

2. Terms of Use

2.1. Use of Service. These Terms of Use carefully before using the Licensed Application on your smart-device, Android or iPhone, and/or related text, email, website or Alert For Me Command on a web-enabled device, such as a computer or tablet. Alert For Me and its affiliates, including its monitoring company, are collectively referred to as "Alert For Me" or "Company".

This document provides the Terms of Use for the Licensed Application, Alert For Me Command and its related messaging and website and services. Alert For Me may modify these Terms of Use at any time by posting the amended terms. Should you object to these Terms of Use, guidelines, or any subsequent amended modifications thereof or become dissatisfied with any of the services or functions of the Licensed Application, you may immediately discontinue use of the Licensed Application. By using the Licensed Application you are agreeing to comply with these Terms of Use, in addition to abide by any state, federal and local laws and posted guidelines which may change from time to time. You also agree that any misuse of the Licensed Application or any violation of this EULA permits Alert for Me to discontinue your service immediately and without notice or warning.

2.1 (A) Non-Payment & Cancellation: If payment is rejected you will have 10 days to correct or be subject to cancellation of service. To cancel service you will need to contact Alert For Me by Email or Phone. Cancellation must be received 7 Day before billing cycle. Any Cancellations received less than 7 day before billing cycle will be cancelled on next billing cycle. **Once a payment has been processed no refunds will be given.**

2.1(B) Services; Third Party Materials. The Licensed Application may enable access to Alert For Me's and third party services and web sites (collectively and individually, "Services"). Use of the Services may require Internet access and that You accept additional terms of service.

Certain Services may display, include or make available content, data, information, applications or materials from third parties ("Third Party Materials") or provide links to certain third party web sites. By using the Services, You acknowledge and agree that Alert For Me is not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third Party Materials or web sites. Alert For Me does not warrant or endorse and does not assume and will not have any liability or responsibility to You or any other person for any third-party Services, Third Party Materials or web sites, or for any other materials, products, or services of third parties. Third Party Materials and links to other web sites are provided solely as a convenience to you. Financial information displayed by any Services is for general informational purposes only and is not intended to be relied upon as investment advice. Before executing any securities transaction based upon information obtained through the Services, You should consult with a financial professional. Location data provided by any Services is for basic navigational purposes only and is not intended to be relied upon in situations where precise location information is needed or where erroneous, inaccurate or incomplete location data may lead to death, personal injury, property or environmental damage. Neither Alert For Me, nor any of its content providers, guarantees the availability, accuracy, completeness, reliability, or timeliness of stock information or location data displayed by any Services.

You agree that any Services contain proprietary content, information and material that is protected by applicable intellectual property and other laws, including but not limited to copyright, and that You will not use such proprietary content, information or materials in any way whatsoever except for permitted use of the Services. No portion of the Services may be reproduced in any form or by any means. You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the Services, in any manner, and You shall not exploit the Services in any unauthorized way whatsoever, including but not limited to, by trespass or burdening network capacity. You further agree not to use the Services in any manner to harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any other party, and that Alert For Me is not in any way responsible for any such use by You, nor for any harassing, threatening, defamatory, offensive or illegal messages or transmissions that You may receive as a result of using any of the Services.

In addition, third party Services and Third Party Materials that may be accessed from, displayed on or linked to from the iPhone or Android phones are not available in all languages or in all countries. Alert For Me makes no representation that such Services and Materials are appropriate or available for use in any particular location. To the extent You choose to access such Services or Materials, You do so at Your own initiative and are responsible for compliance with any applicable laws, including but not limited to applicable local laws. Alert For Me, and its licensors, reserve the right to change, suspend, remove, or disable access to any Services at any time without notice. In no event will the Alert For Me be liable for the removal of or disabling of access to any

such Services. Alert For Me may also impose limits on the use of or access to certain Services, in any case and without notice or liability.

2.2 Unlawful or Harmful Use. You may not use the Messaging Services in any way that breaches any notice applicable to the Message Service. You will not use the Messaging Service in any way that is unlawful or harms any person, customer, the Company or any affiliates, as determined in the Company's sole discretion. The Company may inform you about certain specific harmful uses in notices provided from time to time through the Messaging Services, but has no obligation to do so. Further, this Service is neither designed nor is permitted to be used outside of the fifty (50) United States.

2.3. Spam is Prohibited. A breach of any part of the Federal Anti-Spam Laws is a breach of the Terms of Use and certain state and federal laws, including without limitation the Computer Fraud and Abuse Act (18 U.S.C. & 1030 et seq.) Such violations may subject the sender and his or her agents to civil and criminal penalties. Without limiting the generality of use of the Licensed Application, you will not use the Messaging Service to transmit, either directly or indirectly, any bulk mobile messages or unsolicited commercial mobile messages.

3. Transmit And Receive. You are responsible for content you transmit and receive and by accepting the terms of use you acknowledge that you will adhere to all applicable local, state, federal or international laws; that your device settings to transmit pictures, video, and/or audio do not violate such laws; the content sent to or from your mobile phone or device ("Content"), is the sole responsibility of the person, individual or the organization, from which such Content was transmitted and/or requested. You acknowledge and understand that you are entirely responsible for all Content that you receive or transmit via the Licensed Application. You understand that all texts, messages, images, videos, files, locations, movements or any other materials posted on, transmitted through or linked from the Alert For Me Messaging Service, are the sole responsibility of the person from whom such Content originated. You understand that by using the Messaging Service; you may be exposed to Content that is illegal, offensive, indecent, inaccurate, misleading or otherwise objectionable. You understand that the Company does not control or endorse, and is not responsible for the Content made available through the Licensed Application or the Messaging Services.

You understand that the technical processing and transmission of the Messaging Service, including your provided information, may involve (a) changes to conform and adapt to technical requirements of connecting networks or devices; and (b) transmissions over various networks. You also understand that some or all of the transmissions may not be encrypted or protected.

3.1. Messaging Service Agreement. You agree that the Licensed Application Messaging Service allow for upon activation, the notification via text messages to and from Mobile Device and other devices that are listed in your profile, as well as emergency responders (to the extent applicable). You also agree that, from time to time, the Company may notify you through the Messaging Service, to provide you with information regarding or related to the App or Messaging Service.

3.2. Specific Messaging Agreement. You specifically agree not to use the Licensed Application to:

- (a) intentionally or unintentionally violate any applicable local, state, federal, national or international law;
- (b) stalk or otherwise harass another;
- (c) falsely report events, play pranks on, harass or otherwise mislead any recipient or third party emergency responder;
- (d) disrupt the Messaging Service or services or networks connected to the Messaging Service, or interfere with or disobey any procedures, regulations, policies or requirements of networks connected to the Messaging Services;
- (e) send content to others that may be deemed as unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes or any other form of solicitation;
- (f) forge headers or otherwise manipulate identifiers in order to disguise the origin of any identity used to transmit message through the Licensed Application Messaging Service;
- (g) collect, harvest or store personal data about other users;
- (h) impersonate any entity or person, including, but not limited to, a Company official, employee, officer, representative, forum leader, Guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- (i) send content to another person that may be viewed as harmful, threatening, abusive, harassing, unlawful, defamatory, tortious, obscene, libelous, invasive of another's privacy, infringing, hateful, or racially, ethnically or otherwise objectionable; or
- (j) send content that is harmful to minors in any way.

3.3. Recipients. You understand and agree that the Company, its affiliates and/or monitoring company are not insurers and shall not be responsible or liable for any personal harm, loss or damage of any sort incurred as the result of any such communications, the delivery or failure thereof, or any response or lack thereof by the recipients or emergency responders. Your communications through the Messaging Service are solely between you and the directed recipient(s).

You acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any loss or damage caused or alleged to be caused by or in connection with use of or reliance on any such Content, services or goods available from or through any such service providers outside of the control of the Company. The Company is not responsible for the availability of and communications to all such service providers, and Content, advertising, products, or other materials available from all such service providers. The Messaging Service may provide links to certain service providers, such as emergency responders, campus security, etc., when your mobile device appears within their geographic area. The Company does not have control over all service providers necessary to the Messaging Service and the connectivity between your mobile device.

4. Use by Minors. Children under the age of eighteen (18) years old are not permitted to use the Messaging Service without permission from their parents or guardians. If you are under the age of eighteen (18) years old, you warrant that you have received the permission of your parents or guardians to use the Licensed Application and the Messaging Service.

5. Message Management. You acknowledge and agree that your use of the Licensed Application Messaging Service, such as from your mobile device, is subject to any agreements with your network provider and any fees they may charge, including but not limited to the fees for access or content delivery. You understand and agree that the management of the amount of messages transmitted through the Licensed Application is your own responsibility. The Company may, at its sole discretion, provide a mechanism for opting out of the Messaging Services, such as by removing the phone numbers for all your contacts, including emergency responders, in the profile page of the App (which will prevent them from receiving any text messages in case of activation of the App).

5.1. Message Service Limited. You accept and agree that your use of the Licensed Application may be limited by your network operator or by the capacities or capabilities of your mobile device or terminal. It is your responsibility for checking to see if your mobile plan includes SMS text messaging. The SMS messaging services is only available in the United States and only if your mobile plan provides text messages and the required mobile coverage.

6. Mobile Network. The Company's sole responsibility is to use commercially reasonable efforts to maintain the services and the software, if any, for providing Messaging Service and, if applicable to your License, to use commercially reasonable efforts to provide commercially reasonable monitoring as part of your Messaging Services. You agree that the Company and monitoring company are not responsible or liable for problems arising in the network outside of its/their respective servers. You acknowledge and understand that network services, including but not limited to mobile network services, are outside of the control and influence of the Company and monitoring company, may not be able to assist in resolution of such problems.

7. Prepaid Users. You understand and agree that the Licensed Application may not, in whole or part, be available to you if you have such prepaid service and your mobile network operator does not support required mobile network services required for the Licensed Application.

8. Personal Information. You will be asked to provide certain personal information, including third party contact information when completing the profile section for your Licensed Application. The personal information provided on the Licensed Application is retained by Alert For Me and is governed by our Privacy Policy. Alert For Me does not sell or provide our data to any third party vendors. Information is used solely by Alert For Me, our monitoring department and first responder agencies, (police, fire and EMS) as needed.

9. Device Responsibility. You are responsible for keeping your Mobile Device safe and secure and out of the reach of others and any information inserted is done at the risk that this information may be viewed on your Mobile Device.

10. NO WARRANTY: YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE LICENSED APPLICATION IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LICENSED APPLICATION AND ANY SERVICES PERFORMED OR PROVIDED BY THE LICENSED APPLICATION ("SERVICES") ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND ALERT FOR ME HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE LICENSED APPLICATION AND ANY SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. ALERT FOR ME DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE LICENSED APPLICATION, THAT THE FUNCTIONS

CONTAINED IN, OR SERVICES PERFORMED OR PROVIDED BY, THE LICENSED APPLICATION WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE LICENSED APPLICATION OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE LICENSED APPLICATION OR SERVICES WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ALERT FOR ME OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE LICENSED APPLICATION OR SERVICES PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU. YOU FURTHER ACKNOWLEDGE AND AGREE THAT THE LICENSED APPLICATION CANNOT GUARANTEE A RESPONSE FROM ANY FIRST RESPONDER AND/OR LAW ENFORCEMENT.

11. The Licensed Application and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States.

12. LIMITATION OF LIABILITY

TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL ALERT FOR ME, OR ANY OF ITS AFFILIATES, SUCCESSORS, AGENTS, REPRESENTATIVES, OR ASSIGNS, BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE LICENSED APPLICATION, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF ALERT FOR ME HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. In no event shall Alert For Me's total liability to you for all damages exceed the amount of fifty dollars (\$50.00). The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

13. WAIVER OF RIGHT TO JURY TRIAL, MODIFICATION OF THIS EULA, CONSENT TO ARBITRATION AND WAIVER OF RIGHT TO PARTICIAPTE IN CLASS ACTION LITIGATION

To the extent not prohibited by law, in no event shall you, or any person using the Licensed Application, bring or participate in any Class Action case involving the Licensed Application or its creators, sellers, owners, distributors or anyone associated therewith in the chain of commerce of the Licensed Application, whether by Arbitration or by lawsuit, should Arbitration not be enforced. You, by accepting this EULA, on your behalf as well as behalf of anyone else using or receiving the Licensed Application, voluntarily and freely waive your rights to a Jury Trial in the event the Arbitration provisions you have agreed to herein are not enforced, no matter what the dispute or cause of grievance. Further, you agree that there shall be no right or authority for any Claims (however titled or pursued) to be arbitrated on a class action basis. You further understand, agree and accept any changes to this EULA issued involving the Licensed Application which may be provided, from time to time, and will be posted in the EULA section of the Licensed Application. You acknowledge and agree that you are solely responsible for reviewing and remaining abreast of all changes to the EULA and that you are bound by any and all such changes, regardless of whether or not you reviewed those changes. Your continued possession of and/or use of the Licensed Application is evidence of, and consideration for, the changes which may be implemented to this EULA.

YOU FURTHER AGREE THAT ANY AND ALL DISPUTES, CLAIMS, GRIEVANCES OR OTHER LITIGATION INVOLVING, IN ANY WAY, THE LICENSED APPLICATION OR ITS DEVELOPERS, SELLERS, SERVICE PROVIDERS, OWNERS, ETC. WILL BE RESOLVED SOLELY AND EXCLUSIVELY THROUGH BINDING ARBITRATION PURSUANT TO THE FEDERAL ARBITRATION ACT USING THE GUIDELINES ESTABLISHED BY THE AMERICAN ARBITRATION ASSOCIATION-CONSUMER ARBITRATION RULES. THIS IS A WAIVER OF YOUR RIGHT TO A JURY TRIAL NO MATTER WHERE THE CLAIMS ARISE OR UNDER WHAT RULE, STATUTE, CODE, ORDINANCE, REGULATION OR COMMON LAW. YOU FURTHER AGREE, AS A CONDITION OF THE USE OF THE LICENSED APPLICATION, THAT THE REMEDIES AVAILABLE IN ARBITRATION DO NOT INCLUDE ANY RIGHTS TO PARTICIPATE IN A CLASS ACTION AND DO NOT EXPAND OR INVALIDATE OR OTHERWISE ALTER ANY OF THE REMEDIES OR WARRANTIES AGREED UPON HEREIN BY YOU.

YOU FURTHER AGREE THAT ANY AND ALL DISPUTES YOU MAY HAVE LITIGATION INVOLVING, IN ANY WAY, THE LICENSED APPLICATION OR ITS DEVELOPERS, SELLERS, SERVICE PROVIDERS, OWNERS, ETC. WILL BE RESOLVED BY SAID ARBITRATION IN OKLAHOMA CITY, OKLAHOMA, AND THAT, TO THE EXTENT NECESSARY, THE FEDERAL LAW GOVERNING ARBITRATION SHALL EXCLUSIVELY APPLY.