

TERMS AND USES FOR A.B.S. TRACS INC.

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Welcome to A.B.S. Tracs

Thanks for using our products and services (“Services”). The Services are provided A.B.S. Tracs Inc., located at 84 Water St. S. Box 1200, St. Marys On, N4X 1B7.

By using our Services, you are agreeing to these terms. Please read them carefully.

AGREEMENT TO TERMS

These Terms and Conditions constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you”) and A.B.S. Tracs (“we,” “us” or “our”), concerning your access to and use of the A.B.S. Tracs mobile app and webMobile App/Site as well as any other media form, media channel, mobile webMobile App/Site or mobile application related, linked, or otherwise connected thereto (collectively, the “Mobile App/Site”). You agree that by accessing the Mobile App/Site, you have read, understood, and agree to be bound by all of these Terms and Conditions Use. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS and CONDITIONS, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE MOBILE APP/SITE AND YOU MUST DISCONTINUE USE IMMEDIATELY.

Supplemental terms and conditions or documents that may be posted on the Mobile App/Site from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms and Conditions at any time and for any reason. We will alert you about any changes by updating the “Last updated” date of these Terms and Conditions and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Terms and Conditions to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms and Conditions by your continued use of the Mobile App/Site after the date such revised Terms are posted.

The information provided on the Mobile App/Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Mobile App/Site from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

All users who are minors in the jurisdiction in which they reside (generally under the age of 18) must have the permission of, and be directly supervised by, their parent or guardian to use the Mobile App/Site. If you are a minor, you must have your parent or guardian read and agree to

these Terms of Use prior to you using the Mobile App/Site.

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USER REPRESENTATIONS

By using the Mobile App/Site, you represent and warrant that: [(1) all registration information you submit will be true, accurate, current, and complete; (2) you will maintain the accuracy of such information and promptly update such registration information as necessary;] (3) you have the legal capacity and you agree to comply with these Terms of Use; [(4) you are not under the age of 13;] (5) not a minor in the jurisdiction in which you reside[, or if a minor, you have received parental permission to use the Mobile App/Site]; (6) you will not access the Mobile App/Site through automated or non-human means, whether through a bot, script or otherwise; (7) you will not use the Mobile App/Site for any illegal or unauthorized purpose; and (8) your use of the Mobile App/Site will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Mobile App/Site (or any portion thereof).

USER REGISTRATION

You may be required to register with the Mobile App/Site. You agree to keep your password confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

PROHIBITED ACTIVITIES

You may not access or use the Mobile App/Site for any purpose other than that for which we make the Mobile App/Site available. The Mobile App/Site may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of the Mobile App/Site, you agree not to:

1. systematically retrieve data or other content from the Mobile App/Site to create or compile, directly or indirectly, a collection, compilation, database, or directory outside of the log in sheets derived from your own property or the property that you are duly authorized to view without written permission from us.
2. make any unauthorized use of the Mobile App/Site, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
3. use the Mobile App/Site to advertise or offer to sell goods and services.
4. circumvent, disable, or otherwise interfere with security-related features of the Mobile App/Site, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Mobile App/Site and/or the Content contained therein.
5. engage in unauthorized framing of or linking to the Mobile App/Site.
6. trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords;
7. make improper use of our support services or submit false reports of abuse or misconduct.
8. engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
9. interfere with, disrupt, or create an undue burden on the Mobile App/Site or the networks or services connected to the Mobile App/Site.
10. attempt to impersonate another user or person or use the username of another user.
11. sell or otherwise transfer your profile.
12. use any information obtained from the Mobile App/Site in order to harass, abuse, or harm another person.
13. use the Mobile App/Site as part of any effort to compete with us or otherwise use the Mobile App/Site and/or the Content for any revenue-generating endeavor or commercial enterprise.
14. decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Mobile App/Site.
15. attempt to bypass any measures of the Mobile App/Site designed to prevent or restrict access to the Mobile App/Site, or any portion of the Mobile App/Site.
16. harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Mobile App/Site to you.
17. delete the copyright or other proprietary rights notice from any Content.
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19. upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Mobile App/Site or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Mobile App/Site.
20. upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").
21. except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Mobile App/Site, or using or launching any unauthorized script or other software.
22. disparage, tarnish, or otherwise harm, in our opinion, us and/or the Mobile App/Site.
23. use the Mobile App/Site in a manner inconsistent with any applicable laws or regulations.

USER GENERATED CONTRIBUTIONS

The Mobile App/Site may invite you to chat, contribute to, or participate in blogs, message boards, online forums, and other functionality, and may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or on the Mobile App/Site, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, "Contributions"). Contributions may be viewable by other users of the Mobile App/Site and through third-party webMobile App/Sites. As such, any Contributions you transmit may be treated as non-confidential and non-proprietary. When you create or make available any Contributions, you thereby represent and warrant that:

1. the creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.
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3. you have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the Mobile App/Site and these Terms of Use.
4. your Contributions are not false, inaccurate, or misleading.
5. your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.
6. your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by us).

7. your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.
8. your Contributions do not advocate the violent overthrow of any government or incite, encourage, or threaten physical harm against another.
9. your Contributions do not violate any applicable law, regulation, or rule.
10. your Contributions do not violate the privacy or publicity rights of any third party.
11. your Contributions do not contain any material that solicits personal information from anyone under the age of 18 or exploits people under the age of 18 in a sexual or violent manner.
12. your Contributions do not violate any federal or provincial/state law concerning child pornography, or otherwise intended to protect the health or well-being of minors;
13. your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap.
14. your Contributions do not otherwise violate, or link to material that violates, any provision of these Terms of Use, or any applicable law or regulation.

Any use of the Mobile App/Site in violation of the foregoing violates these Terms of Use and may result in, among other things, termination or suspension of your rights to use the Mobile App/Site.

CONTRIBUTION LICENSE

By posting your Contributions to any part of the Mobile App/Site [or making Contributions accessible to the Mobile App/Site by linking your account from the Mobile App/Site to any of your social networking accounts], you automatically grant, and you represent and warrant that you have the right to grant, to us an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide right, and license to host, use, copy, reproduce, disclose, sell, resell, publish, broadcast, retitle, archive, store, cache, publicly perform, publicly display, reformat, translate, transmit, excerpt (in whole or in part), and distribute such Contributions (including, without limitation, your image and voice) for any purpose, commercial, advertising, or otherwise, and to prepare derivative works of, or incorporate into other works, such Contributions, and grant and authorize sublicenses of the foregoing. The use and distribution may occur in any media formats and through any media channels.

This license will apply to any form, media, or technology now known or hereafter developed, and includes our use of your name, company name, and franchise name, as applicable, and any of the trademarks, service marks, trade names, logos, and personal and commercial images you provide. You waive all moral rights in your Contributions, and you warrant that moral rights have not otherwise been asserted in your Contributions.

We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions. We are not liable for any statements or representations in your Contributions provided by you in any area on the Mobile App/Site. You are solely responsible for your Contributions to the Mobile App/Site and you expressly agree to exonerate us from any and all

responsibility and to refrain from any legal action against us regarding your Contributions.

We have the right, in our sole and absolute discretion, (1) to edit, redact, or otherwise change any Contributions; (2) to re-categorize any Contributions to place them in more appropriate locations on the Mobile App/Site; and (3) to pre-screen or delete any Contributions at any time and for any reason, without notice. We have no obligation to monitor your Contributions.

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You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the Mobile App/Site ("Submissions") provided by you to us are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you. You hereby waive all moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

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The Mobile App/Site may contain (or you may be sent via the Mobile App/Site) links to other Mobile App/Sites ("Third-Party Mobile App/Sites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("Third-Party Content"). Such Third-Party Mobile App/Sites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Mobile App/Sites accessed through the Mobile App/Site or any Third-Party Content posted on, available through, or installed from the Mobile App/Site, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Mobile App/Sites or the Third-Party Content. Inclusion of, linking to, or permitting the use or installation of any Third-Party Mobile App/Sites or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Mobile App/Site and access the Third-Party Mobile App/Sites or to use or install any Third-Party Content, you do so at your own risk, and you should be aware these Terms of Use no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any Mobile App/Site to which you navigate from the Mobile App/Site or relating to any applications you use or install from the Mobile App/Site. Any purchases you make through Third-Party Mobile App/Sites will be through other Mobile App/Sites and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party. You agree and acknowledge that we do not endorse the products or services offered on Third-Party Mobile App/Sites and you shall hold us harmless from any harm caused by your purchase of such products or services. Additionally, you shall hold us harmless from any losses sustained by you or harm caused to you relating to or resulting in any way from any Third-Party Content or any contact with Third-

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ADVERTISERS

We allow advertisers to display their advertisements and other information in certain areas of the Mobile App/Site, such as sidebar advertisements or banner advertisements. If you are an advertiser, you shall take full responsibility for any advertisements you place on the Mobile App/Site and any services provided on the Mobile App/Site or products sold through those advertisements. Further, as an advertiser, you warrant and represent that you possess all rights and authority to place advertisements on the Mobile App/Site, including, but not limited to, intellectual property rights, publicity rights, and contractual rights. As an advertiser, you agree that such advertisements are subject to our Canadian Notice and Notice Regime provisions as described below, and you understand and agree there will be no refund or other compensation for RN&NR takedown-related issues. We simply provide the space to place such advertisements, and we have no other relationship with advertisers.

MOBILE APP/SITE MANAGEMENT

We reserve the right, but not the obligation, to: (1) monitor the Mobile App/Site for violations of these Terms of Use; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms of Use, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability, to remove from the Mobile App/Site or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage the Mobile App/Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Mobile App/Site.

PRIVACY POLICY

We care about data privacy and security. Please review our Privacy Policy. By using the Mobile App/Site, you agree to be bound by our Privacy Policy, which is incorporated into these Terms of Use. Please be advised the Mobile App/Site is hosted in Canada. If you access the Mobile App/Site from the United States, the European Union, Asia, or any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in Canada, then through your continued use of the Mobile App/Site or Services, you are transferring your data to Canada, and you expressly consent to have your data transferred to and processed in Canada. [Further, we do not knowingly accept, request, or solicit information from children or knowingly market to children. Therefore, in accordance with the guidelines recommended by the Office of the Privacy Commissioner of Canada, if we receive actual knowledge that anyone under the age of 13 has provided personal information to us without the required Mobile App/Site and verifiable parental consent, we will delete that information from the Mobile App/Site as quickly as is reasonably practical.]

COPYRIGHT INFRINGEMENTS

We respect the intellectual property rights of others. If you believe that any material available on or through the Mobile App/Site infringes upon any copyright you own or control, please immediately notify us using the contact information provided below (a "Notification"). A copy of your Notification will be sent to the person who posted or stored the material addressed in the Notification. Please be advised that pursuant to federal law you may be held liable for damages if you make material misrepresentations in a Notification. Thus, if you are not sure that material located on or linked to by the Mobile App/Site infringes your copyright, you should consider first contacting an attorney.]

TERM AND TERMINATION

These Terms of Use shall remain in full force and effect while you use the Mobile App/Site. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS OF USE, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE MOBILE APP/SITE (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OF USE OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE MOBILE APP/SITE OR DELETE [YOUR ACCOUNT AND] ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

MODIFICATIONS AND INTERRUPTIONS

We reserve the right to change, modify, or remove the contents of the Mobile App/Site at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Mobile App/Site. We also reserve the right to modify or discontinue all or part of the Mobile App/Site without notice at any time. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Mobile App/Site.

We cannot guarantee the Mobile App/Site will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Mobile App/Site, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Mobile App/Site at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Mobile App/Site during any downtime or discontinuance of the Mobile App/Site. Nothing in these Terms of Use will be

construed to obligate us to maintain and support the Mobile App/Site or to supply any corrections, updates, or releases in connection therewith.

GOVERNING LAW

These Terms of Use and your use of the Mobile App/Site are governed by and construed in accordance with the laws of the Province of Ontario applicable to agreements made and to be entirely performed within the Province of Ontario, without regard to its conflict of law principles.

DISPUTE RESOLUTION

Informal Negotiations

To expedite resolution and control the cost of any dispute, controversy, or claim related to these Terms of Use (each a "Dispute" and collectively, the "Disputes") brought by either you or us (individually, a "Party" and collectively, the "Parties"), the Parties agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least **60** days before initiating arbitration. Such informal negotiations commence upon written notice from one Party to the other Party.

Binding Arbitration

If the Parties are unable to resolve a Dispute through informal negotiations, the Dispute (except those Disputes expressly excluded below) will be finally and exclusively resolved by binding arbitration. YOU UNDERSTAND THAT WITHOUT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the Canadian Arbitration Association ("CAA") and, where appropriate, the CAA's Supplementary Procedures for Consumer Related Disputes ("CAA Consumer Rules"), both of which are available at the CAA web site www.adr.org. Your arbitration fees and your share of arbitrator compensation shall be governed by the CAA Consumer Rules and, where appropriate, limited by the CAA Consumer Rules. [If such costs are determined to be excessive, we will pay all arbitration fees and expenses.] The arbitration may be conducted in person, through the submission of documents, by phone, or online. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by either Party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except where otherwise required by the applicable CAA rules or applicable law, the arbitration will take place in Perth County, Ontario. Except as otherwise provided herein, the Parties may litigate in court to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

If for any reason, a Dispute proceeds in court rather than arbitration, the Dispute shall be commenced or prosecuted in the provincial and federal courts located in Perth County, Ontario, and the Parties hereby consent to, and waive all defenses of lack of personal jurisdiction, and forum non conveniens with respect to venue and jurisdiction in such state and federal courts. Application of the United Nations Convention on Contracts for the International Sale of

Goods and the the Uniform Computer Information Transaction Act (UCITA) are excluded from these Terms of Use.

In no event shall any Dispute brought by either Party related in any way to the Mobile App/Site be commenced more than 2 years after the cause of action arose. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

Restrictions

The Parties agree that any arbitration shall be limited to the Dispute between the Parties individually. To the full extent permitted by law, (a) no arbitration shall be joined with any other proceeding; (b) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

Exceptions to Informal Negotiations and Arbitration

The Parties agree that the following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration: (a) any Disputes seeking to enforce or protect, or concerning the validity of, any of the intellectual property rights of a Party; (b) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorized use; and (c) any claim for injunctive relief. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

CORRECTIONS

There may be information on the Mobile App/Site that contains typographical errors, inaccuracies, or omissions that may relate to the Mobile App/Site, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Mobile App/Site at any time, without prior notice.

DISCLAIMER

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LIMITATIONS OF LIABILITY

IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE MOBILE APP/SITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO [THE LESSER OF] [THE AMOUNT PAID, IF ANY, BY YOU TO US DURING THE 3 MONTH PERIOD PRIOR TO ANY CAUSE OF ACTION ARISING OR \$50. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

INDEMNIFICATION

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and

all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) your Contributions; (2) use of the Mobile App/Site; (3) breach of these Terms of Use; (4) any breach of your representations and warranties set forth in these Terms of Use; (5) your violation of the rights of a third party, including but not limited to intellectual property rights; or (6) any overt harmful act toward any other user of the Mobile App/Site with whom you connected via the Mobile App/Site. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

USER DATA

We will maintain certain data that you transmit to the Mobile App/Site for the purpose of managing the Mobile App/Site, as well as data relating to your use of the Mobile App/Site. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Mobile App/Site. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

Visiting the Mobile App/Site, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Mobile App/Site, satisfy any legal requirement that such communication be in writing. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE MOBILE APP/SITE. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

CALIFORNIA USERS AND RESIDENTS

If any complaint with us is not satisfactorily resolved, you can contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, California 95834 or by telephone at (800) 952-5210 or (916) 445-1254.

MISCELLANEOUS

These Terms of Use and any policies or operating rules posted by us on the Mobile App/Site constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision. These Terms of Use operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Terms of Use is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms of Use and does not affect the validity and enforceability of any remaining provisions.

CONTACT US

In order to resolve a complaint regarding the Mobile App/Site or to receive further information regarding use of the Mobile App/Site, please contact us at:

A.B.S. Tracs Inc.
84 Water St. S., Box 1200, St. Marys Ontario, N4X 1B7
226-921-4417
jeffmarshall@abstracs.ca

Privacy Policy for A.B.S. Tracs Inc.

January 31, 2018

A.B.S. Tracs Inc., (“we”, “us”, or “our”) respects the privacy of our users (“user” or “you”). This Privacy Policy explains how we collect, use, disclose, and safeguard your information when you visit our mobile application (the “Application”). Please read this Privacy Policy carefully. IF YOU DO NOT AGREE WITH THE TERMS OF THIS PRIVACY POLICY, PLEASE DO NOT ACCESS THE APPLICATION.

We reserve the right to make changes to this Privacy Policy at any time and for any reason. We will alert you about any changes by updating the “Last updated” date of this Privacy Policy. You are encouraged to periodically review this Privacy Policy to stay informed of updates. You will be deemed to have been made aware of, will be subject to, and will be deemed to have accepted the changes in any revised Privacy Policy by your continued use of the Application after the date such revised Privacy Policy is posted.

This Privacy Policy does not apply to the third-party online/mobile store from which you install the Application, which may also collect and use data about you. We are not responsible for any of the data collected by any such third party.

COLLECTION OF YOUR INFORMATION

We may collect information about you in a variety of ways. The information we may collect via the Application depends on the content and materials you use, and includes:

Personal Data

By using our online sites, products, and services, users agree that we may collect personally identifiable information (as defined below). We will not share personally identifiable information with other parties except as described in this policy. We may also collect aggregate information and individual information. "Aggregate information" is information that describes the habits, usage patterns, and demographics of users as a group but does not describe or reveal the identity of any particular user. "Individual information" is information about a user or user’s machine that is presented in a form distinguishable from information relating to other users, in a form that personally identifies any user or enables the recipient to communicate directly with the user. We will not share aggregate and individual information with other parties without express permission of the users or unless required by law to do so.

Financial Data

Financial information, such as data related to your payment method (e.g. valid credit card number, card brand, expiration date) that we may collect when you purchase, order, return, exchange, or request information about our services from the Application. [We store only very limited, if any, financial information that we collect. Otherwise, all financial information is stored by our payment processor, and you are encouraged to review their privacy policy and contact them directly for responses to your questions.

Geo-Location Information

We may request access or permission to and track location-based information from your mobile device, either continuously or while you are using the Application, to provide location-based services. If you wish to change our access or permissions, you may do so in your device's settings.

Mobile Device Data

Device information such as your mobile device ID number, model, and manufacturer, version of your operating system, phone number, country, location, and any other data you choose to provide.

Push Notifications

We may request to send you push notifications regarding your account or the Application. If you wish to opt-out from receiving these types of communications, you may turn them off in your device's settings.

Data From Contests, Giveaways, and Surveys

Personal and other information you may provide when entering contests or giveaways and/or responding to surveys.

USE OF YOUR INFORMATION

Having accurate information about you permits us to provide you with a smooth, efficient, and customized experience. Specifically, we may use information collected about you via the Application to:

1. Assist law enforcement and respond to subpoena.
2. Compile anonymous statistical data and analysis for use internally or with third parties.
3. Create and manage your account.
4. Deliver targeted advertising, coupons, newsletters, and other information regarding promotions and the Application to you.
5. Email you regarding your account or order.
6. Enable user-to-user communications.
7. Fulfill and manage purchases, orders, payments, and other transactions related to the Application.
8. Generate a personal profile about you to make future visits to the Application more personalized.
9. Increase the efficiency and operation of the Application.
10. Monitor and analyze usage and trends to improve your experience with the Application.
11. Notify you of updates to the Application.
12. Offer new products, services, mobile applications, and/or recommendations to you.
13. Perform other business activities as needed.
14. Prevent fraudulent transactions, monitor against theft, and protect against criminal activity.
15. Process payments and refunds.

16. Request feedback and contact you about your use of the Application.
17. Resolve disputes and troubleshoot problems.
18. Respond to product and customer service requests.
19. Send you a newsletter.
20. Solicit support for the Application.

DISCLOSURE OF YOUR INFORMATION

We may share information we have collected about you in certain situations. Your information may be disclosed as follows:

By Law or to Protect Rights

If we believe the release of information about you is necessary to respond to legal process, to investigate or remedy potential violations of our policies, or to protect the rights, property, and safety of others, we may share your information as permitted or required by any applicable law, rule, or regulation. This includes exchanging information with other entities for fraud protection and credit risk reduction.

Use in Disease Outbreak Emergency

We may use personally identifiable information in order to provide the Federal and/or Provincial/State and/or Government Regulatory departments with personally identifiable information for use in a disease outbreak emergency.

Third-Party Service Providers

We may share your information with third parties that perform services for us or on our behalf, including payment processing, data analysis, email delivery, hosting services, customer service, and marketing assistance.

Marketing Communications

With your consent, or with an opportunity for you to withdraw consent, we may share your information with third parties for marketing purposes, as permitted by law.

Interactions with Other Users

If you interact with other users of the Application, those users may see your name, profile photo, and descriptions of your activity, including sending invitations to other users, chatting with other users, liking posts, following blogs.

Online Postings

When you post comments, contributions or other content to the Applications, your posts may be viewed by all users and may be publicly distributed outside the Application in perpetuity

Third-Party Advertisers

We may use third-party advertising companies to serve ads when you visit the Application. These companies may use information about your visits to the Application and other websites that are contained in web cookies in order to provide advertisements about goods and services

of interest to you.

Affiliates

We may share your information with our affiliates, in which case we will require those affiliates to honor this Privacy Policy. Affiliates include our parent company and any subsidiaries, joint venture partners or other companies that we control or that are under common control with us.

Business Partners

We may share your information with our business partners to offer you certain products, services or promotions.

Offer Wall

The Application may display a third-party-hosted “offer wall.” Such an offer wall allows third-party advertisers to offer virtual currency, gifts, or other items to users in return for acceptance and completion of an advertisement offer. Such an offer wall may appear in the Application and be displayed to you based on certain data, such as your geographic area or demographic information. When you click on an offer wall, you will leave the Application. A unique identifier, such as your user ID, will be shared with the offer wall provider in order to prevent fraud and properly credit your account.

Other Third Parties

We may share your information with advertisers and investors for the purpose of conducting general business analysis. We may also share your information with such third parties for marketing purposes, as permitted by law.

We are not responsible for the actions of third parties with whom you share personal or sensitive data, and we have no authority to manage or control third-party solicitations. If you no longer wish to receive correspondence, emails or other communications from third parties, you are responsible for contacting the third party directly.

Sale or Bankruptcy

If we reorganize or sell all or a portion of our assets, undergo a merger, or are acquired by another entity, we may transfer your information to the successor entity. If we go out of business or enter bankruptcy, your information would be an asset transferred or acquired by a third party. You acknowledge that such transfers may occur and that the transferee may decline to honor commitments we made in this Privacy Policy.

TRACKING TECHNOLOGIES

Cookies and Web Beacons

We may use cookies, web beacons, tracking pixels, and other tracking technologies on the Application to help customize the Application and improve your experience. When you access the Application, your personal information is not collected through the use of tracking technology. Most browsers are set to accept cookies by default. You can remove or reject cookies, but be aware that such action could affect the availability and functionality of the

Application. You may not decline web beacons. However, they can be rendered ineffective by declining all cookies or by modifying your web browser's settings to notify you each time a cookie is tendered, permitting you to accept or decline cookies on an individual basis.

Internet-Based Advertising

Additionally, we may use third-party software to serve ads on the Application, implement email marketing campaigns, and manage other interactive marketing initiatives. This third-party software may use cookies or similar tracking technology to help manage and optimize your online experience with us. For more information about opting-out of interest-based ads, visit the Network Advertising Initiative Opt-Out Tool or Digital Advertising Alliance Opt-Out Tool.

Website Analytics

We may also partner with selected third-party vendors[, such as Adobe Analytics, Clicktale, Clicky, Cloudflare, Crazy Egg, Flurry Analytics, Google Analytics, Heap Analytics, Inspectlet, Kissmetrics, Mixpanel, Piwik, and others, to allow tracking technologies and remarketing services on the Application through the use of first party cookies and third-party cookies, to, among other things, analyze and track users' use of the Application, determine the popularity of certain content, and better understand online activity. By accessing the Application, you consent to the collection and use of your information by these third-party vendors. You are encouraged to review their privacy policy and contact them directly for responses to your questions. We do not transfer personal information to these third-party vendors. However, if you do not want any information to be collected and used by tracking technologies, you can install and/or update your settings for one of the following:

- Adobe Privacy Choices Page
- Clicktale Opt-Out Feature
- Crazy Egg Opt-Out Feature
- Digital Advertising Alliance Opt-Out Tool
- Flurry Analytics Yahoo Opt-Out Manager
- Google Analytics Opt-Out Plugin
- Google Ads Settings Page
- Inspectlet Opt-Out Cookie
- Kissmetrics Opt-Out Feature
- Mixpanel Opt-Out Cookie
- Network Advertising Initiative Opt-Out Tool

You should be aware that getting a new computer, installing a new browser, upgrading an existing browser, or erasing or otherwise altering your browser's cookies files may also clear certain opt-out cookies, plug-ins, or settings.

THIRD-PARTY WEBSITES

The Application may contain links to third-party websites and applications of interest, including advertisements and external services, that are not affiliated with us. Once you have used these links to leave the Application, any information you provide to these third parties is not covered by this Privacy Policy, and we cannot guarantee the safety and privacy of your information.

Before visiting and providing any information to any third-party websites, you should inform yourself of the privacy policies and practices (if any) of the third party responsible for that website, and should take those steps necessary to, in your discretion, protect the privacy of your information. We are not responsible for the content or privacy and security practices and policies of any third parties, including other sites, services or applications that may be linked to or from the Application.

SECURITY OF YOUR INFORMATION

We use administrative, technical, and physical security measures to help protect your personal information. While we have taken reasonable steps to secure the personal information you provide to us, please be aware that despite our efforts, no security measures are perfect or impenetrable, and no method of data transmission can be guaranteed against any interception or other type of misuse. Any information disclosed online is vulnerable to interception and misuse by unauthorized parties. Therefore, we cannot guarantee complete security if you provide personal information.

POLICY FOR CHILDREN

We do not knowingly solicit information from or market to children under the age of 13. If you become aware of any data we have collected from children under age 13, please contact us using the contact information provided below.

CONTROLS FOR DO-NOT-TRACK FEATURES

No uniform technology standard for recognizing and implementing DNT signals has been finalized. As such, we do not currently respond to DNT browser signals or any other mechanism that automatically communicates your choice not to be tracked online. If a standard for online tracking is adopted that we must follow in the future, we will inform you about that practice in a revised version of this Privacy Policy.

OPTIONS REGARDING YOUR INFORMATION

Account Information

You may at any time review or change the information in your account or terminate your account by:

- Logging into your account settings and updating your account
- Contacting us using the contact information provided below

Upon your request to terminate your account, we will deactivate or delete your account and information from our active databases. However, some information may be retained in our files to prevent fraud, troubleshoot problems, assist with any investigations, enforce our Terms of Use and/or comply with legal requirements.

Emails and Communications

If you no longer wish to receive correspondence, emails, or other communications from us, you may opt-out by:

- Noting your preferences at the time you register your account with the Application
- Logging into your account settings and updating your preferences.
- Contacting us using the contact information provided below

If you no longer wish to receive correspondence, emails, or other communications from third parties, you are responsible for contacting the third party directly.

CALIFORNIA PRIVACY RIGHTS

California Civil Code Section 1798.83, also known as the “Shine The Light” law, permits our users who are California residents to request and obtain from us, once a year and free of charge, information about categories of personal information (if any) we disclosed to third parties for direct marketing purposes and the names and addresses of all third parties with which we shared personal information in the immediately preceding calendar year. If you are a California resident and would like to make such a request, please submit your request in writing to us using the contact information provided below.

If you are under 18 years of age, reside in California, and have a registered account with the Application, you have the right to request removal of unwanted data that you publicly post on the Application. To request removal of such data, please contact us using the contact information provided below, and include the email address associated with your account and a statement that you reside in California. We will make sure the data is not publicly displayed on the Application, but please be aware that the data may not be completely or comprehensively removed from our systems.

CONTACT US

If you have questions or comments about this Privacy Policy, please contact us at:

A.B.S. Tracs Inc.
84 Water St. S.
St. Marys, ON, Canada
226-921-4417
contact@abstracs.ca