

BY CLICKING THE “ACCEPT” BUTTON FOR THIS AGREEMENT INCLUDING PRIVACY POLICY OR ACCEPTING ANY MODIFICATION TO THESE TERMS IN ACCORDANCE WITH THE ABOVE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THESE TERMS ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THE LEGAL ENTITY TO THIS AGREEMENT, IN WHICH CASE “YOU” SHALL MEAN SUCH ENTITY. THESE TERMS CONTAIN IMPORTANT LEGAL CONSEQUENCES AND YOU SHOULD READ THEM VERY CAREFULLY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MUST SELECT THE “DECLINE” BUTTON AND YOU MAY NOT USE THE APPLICATION.

**This Agreement was last revised on June 13, 2024.**

## **END USER LICENSE AGREEMENT**

### **TRAKLIST**

Traklist is software in the format of web and iOS based programs for use on handheld mobile devices and web browsers (the “Application”) owned and operated by Traklist, LLC (the “Company”), a limited liability company with a physical address of 17209 Chesterfield Airport Road, Chesterfield, MO 63005. The Company also maintains and operates [http:// www.traklist.com](http://www.traklist.com) (the “Website”).

**PLEASE READ THIS END USER LICENSE AGREEMENT (THIS “AGREEMENT”) CAREFULLY BEFORE USING THE APPLICATION. BY ACCESSING AND/OR USING THE APPLICATION (OTHER THAN TO READ THIS AGREEMENT FOR THE FIRST TIME), YOU ARE AGREEING TO COMPLY WITH THIS AGREEMENT, WHICH MAY CHANGE FROM TIME TO TIME WITHOUT NOTICE TO YOU, AS SET FORTH HEREIN BELOW.**

**THIS AGREEMENT CONTAINS A RELEASE WHEREIN YOU SHALL FOREGO ANY RIGHT TO BRING A LEGAL CLAIM AGAINST THE COMPANY FOR ANY PERCEIVED VIOLATION OF ANY INTELLECTUAL PROPERTY RIGHT ASSOCIATED WITH ANY USER-GENERATED CONTENT.**

**THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION AND A WAIVER OF CLASS ACTION RIGHTS AS DETAILED IN SECTIONS 17 AND 19, BELOW.**

**THIS AGREEMENT IS A BINDING AGREEMENT BETWEEN THE COMPANY AND YOU (“YOU” OR “USER”). YOUR CONTINUED USE OF THIS APPLICATION FOLLOWING ANY CHANGES SHALL CONSTITUTE YOUR ACCEPTANCE OF SUCH CHANGES. IF YOU DO NOT AGREE TO THIS**

**AGREEMENT AND/OR THE PRIVACY POLICY, THEN YOU MAY NOT USE THE APPLICATION.**

**YOU ARE HEREBY, AFTER USAGE OF SAID APPLICATION, ENTERING INTO AND AGREEING TO BE BOUND BY THIS AGREEMENT.**

**IF YOU DO NOT AGREE OR WISH TO BE BOUND BY THIS AGREEMENT, DISCONTINUE YOUR USAGE OF THE APPLICATION AND REMOVE IT FROM YOUR MOBILE DEVICE.**

**General and Definitions.**

The Application is licensed, and in no way is any right, title, interest, or any other portion except for such license hereby given, to You by the Company for use strictly in adherence with this Agreement, and any usage rules, including the Google Play Developer Distribution Agreement (as amended February 26, 2018 or otherwise) and/or any similar rules promulgated by other platform providers, (“Usage Rules”) established by any other third-party whose usage rules or similar terms of use are bound, such as Apple, Inc., and Google, LLC, its subsidiaries and affiliates (singularly and collectively “Platform”) and such other third-party content providers affiliates, licensors and/or vendors (“Vendors”). Any such Applicable Usage Rules are hereby incorporated herein, and to the extent possible, are superseded hereby.

The term “Application,” in addition to the definition set forth above, shall include to mean, and refer to the following:

the mobile software Application accompanying this Agreement, including, without limitation, any software code, algorithms, scripts, interfaces, graphics, displays, text, content, documentation, APIs, and other components;

any updates, modifications or enhancements to the items listed in subsection (i) regardless of whether the same are accessible by You or not; and

any specific website the Application directs you to via any browser located on your Mobile Device, if the same is maintained by the Company, or its affiliates.

“Admin Panel” shall mean the web-based platform inaccessible to Users through which the Company and/or its affiliates are able to view, modify and/or manage the Application,

including User-Generated Content, Information (as those terms are defined herein below) and other user-submitted information, data and/or information.

“Mobile Device” shall mean any handheld computing device capable of operating the Application, meaning and intending to include the iPhone, iPod Touch, iPad, iWatch, and such other similar products by Apple, and such other similar products that run the operating system Android by Google and/or iOS by Apple.

“User” shall mean, in addition to the definition above, and not in derogation thereof, any individual who downloads, installs, and uses the Application in any manner on any Mobile Device, whatsoever, including, but not limited to, You, and other individuals as context may require

### **License Grant**

The Company grants You a revocable, worldwide, non-exclusive, non-transferable, personal, royalty-free, limited license to install and use the Application and its features in the United States and European Union—including but not limited to “Sign Up,” “My Library,” “Browse,” “Favorites,” “Chat,” “Groups,” “Search,” “Feedback,” “Reviews,” “Notifications,” “Storage,” “Files,” “Folders,” “Subscriptions,” “Music Player,” “Share,” “Artwork,” “Notes,” “Account,” “Profiles” (as amended) (collectively, the “Features”)—across all of your compatible Mobile Devices, but for active use on a single Mobile Device controlled by You at one time, and to access and use the Application on such Mobile Device strictly in accordance with this Agreement, the Usage Rules, and any service agreement associated with your Mobile Device (“Related Agreements”), solely for your own purposes. All rights not expressly granted to You are reserved by the Company, its affiliates, and licensors. Your right and license shall allow You to use the Application on any Mobile Device that You own or control, and as permitted by a Platform’s Usage Rules set forth in applicable Terms of Service.

You may not access the Application if you are a direct competitor of the Company, as determined in Company’s sole discretion, except with the Company’s prior written consent. In addition, you may not access the Application for the purposes of monitoring its availability, performance, functionality, or for any other benchmarking or competitive purpose.

You agree that at all times while using the Application that you will comply with all Applicable Federal, State, international, and local laws including, without limitation, copyright law. Except as expressly permitted in this Agreement, You may not use,

reproduce, distribute, create derivative works based upon, publicly display, publicly perform, publish, transmit, or otherwise exploit the Application for any purpose, whatsoever, without obtaining prior written consent from the Company, any third-party, including a Platform and other Vendors, or other Users in the case of User-Generated Content, as set forth hereinafter, who is the respective owner of such content. You hereby expressly acknowledge that you do not acquire any ownership rights or interests of any nature by way of any usage of the Application, and that the Company may revoke this license without any notice to You whatsoever, and thereby your rights to continued usage of the Application.

### **Restrictions on Use.**

The Application is for the commercial use of Users only, unless otherwise set forth herein. Illegal and/or unauthorized uses of the Application may be investigated, and appropriate legal action will be taken, including without limitation, civil actions, criminal prosecution, and injunctive remedies. Use of the Application may be revoked at any time, as determined in the Company's sole discretion.

Any unauthorized use of the Application or publication of its contents, or other distribution or public exhibition of the materials provided on the Application, in whole or in part, is strictly prohibited as set forth herein.

You shall use the Application in strict accordance with this Agreement, and the Terms of the Related Agreements, and shall not do any of the following, in whole or in part, or in any way engage in any behavior or actions similar in intent to those which follow:

You shall not post unlawful, infringing, hateful, discriminatory, or otherwise offensive photos or other content through the Application, or content violative of the intellectual property rights, including copyright, of any third party.

You shall not stalk, defame, bully, harass, threaten, impersonate, intimidate or abuse, people or entities, and you should not post confidential or private information through the Application, including, your or any third party's credit card details, alternate national identity numbers, or social security, private phone numbers or private email addresses.

Remove, alter, obscure, cover, or distort any proprietary notice, including notices of copyright, trademark, or the like, on the Application

whether said notice is of the Company, its affiliates, a Platform, Vendors, other Users, or any other party;

Circumvent, disable or otherwise interfere with security-related features of the Application including, without limitation, any features that prevent or restrict use or copying of any content or enforce limitations on the, use of the Application;

Use an automatic device (such as a robot or spider) or manual process to copy or scrape the Application for any purpose without the express written permission of the Company. Notwithstanding the foregoing, the Company grants public search engine operators permission to use automatic devices (such as robots or spiders) to copy the Application for the sole purpose of creating (and only to the extent necessary to create) to include the Application only---not its content---in search results that are available to the public. The Company reserves the right to revoke this permission (generally or specifically) at any time without notice;

Collect or harvest any personally identifiable information from the Application besides that information expressly identified in the Privacy Policy;

Attempt to or interfere with the proper working of the Application or impair, purposely overburden, or disable the same;

Decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the whole, or any portion, of the Application;

Hack the Application, attempt to introduce and/or elicit a DDOS (denial of service), introduce any malware, spam or any code or content with a malicious intent to the Application or the Traklist digital ecosystem;

Use network-monitoring software to determine architecture of or extract usage data from the Application;

Encourage, or engage in, conduct that violates any local, state, Federal, or international law, either civil or criminal, or impersonate another

user, person, or entity (e.g., accessing another member's account without permission, etc.);

Violate U.S. export laws, including, without limitation, Export Administration Act, the Export Administration Regulations administered by the Department of Commerce and/or the International Traffic in Arms administered by the Department of State;

Engage in any conduct that restricts or inhibits any other User from using or enjoying the Application;

Use the Application to encourage, or engage in, conduct taking place offline or on other third-party Applications that violates any local, state, Federal, or international law, either civil or criminal;

Fail to remove, eliminate, resolve and/or take down any content allegedly infringing of a third-party's rights of any kind;

Use the Application for any purpose for which it is not designed or intended;

Install, use, or permit the Application to be in active simultaneous use on more than one Mobile Device at a time, or on any other Mobile Device, unless otherwise permitted, or required to be permitted, by a Platform;

Make the Application available over a network or other environment permitting access or use by multiple Mobile Devices or Users at the same time, unless otherwise permitted, or required to be permitted, by a Platform;

Use the Application for creating a product, service, or software that is directly or indirectly competitive with, or in any way a substitute for any service, product, or software, in whole or in part, of the Company, whether or not such functionality is incorporated into the Application or not;

Use the Application to send automated queries to any website, or to send any unsolicited spam or email; and/or

Use any proprietary information or interfaces of the Company or a Platform, or other intellectual property of the Company or a Platform in the design, development, manufacture, licensing, or distribution of any Application, website, accessories, devices, or the like for use with or in substitution of the Application.

You agree to cooperate fully with the Company to investigate any suspected or actual activity that is in breach of this Agreement.

**TERM.**

This Agreement and rights hereby established by this Agreement shall be effective until terminated. The Company may terminate said license and/or right and/or this Agreement with, or without any notice to You whatsoever.

**Termination.**

The Company may, in its sole and absolute discretion, at any time and for any or no reason, suspend or terminate this Agreement, the Application, Your usage and access of the Application, and any rights or license rights afforded to You hereunder with or without prior notice. If you fail to renew or fail to timely renew Your trial and/or paid subscription You will lose access to the Application and the Company may delete any information or data associated therewith. When You cancel or delete any Account, the Company will permanently delete all files, including, but not limited to, User-Generated Content, thirty (30) days after the cancelled billing cycle date. If, however, within those thirty (30) days You decides to reactive their account and make a payment they will regain access to all files that were stored on the Account. By agreeing to this Agreement, you are consenting to same and specifically instructing the Company to so delete Your materials, files and/or User-Generated Content. Furthermore, if You fail to comply with any terms and conditions of this Agreement, then this Agreement and any rights granted to You or license hereby granted to You shall terminate automatically, without any notice or other action by Company. Upon the termination of this Agreement, You shall cease all use of the Application and uninstall the Application.

**ACKNOWLEDGEMENT.**

You hereby acknowledge that This Agreement is formed between You and the Company only, and not with a Platform. The Company, and not a Platform, is responsible, as set

forth herein, for the Application. Any provisions of This Agreement that are less restrictive than a Platform's Usage Rules set forth for so-called Licensed Applications in the iTunes App Store and/or Google Play Terms of Service shall be superseded by the more restrictive terms.

**USER REGISTRATION.**

Through the Application and once registered for trial or a paid membership Account, You may be able to become a member of a certain class of user that may allow access to and/or use some features or functionality of the Application that may otherwise be restricted, including, but not limited to the Features. In order for Your access to said Features or functionality to be accessible, you must first register for an account, or "Profile" as hereinafter defined.

IF YOU ARE UNDER THE AGE OF EIGHTEEN (18), THEN YOU ARE PERMITTED TO REGISTER AS A USER, FOR A PROFILE, OR OTHERWISE SUBMIT PERSONAL INFORMATION TO THIS APPLICATION OR TO THE COMPANY ONLY WITH THE CONSENT OF A PARENT OR GUARDIAN. YOU HEREBY CONFIRM THAT YOU ARE AT LEAST EIGHTEEN (18) YEARS OLD OF AGE, OR THAT YOU ARE THIRTEEN (13) YEARS OR OLDER, AND YOU HAVE THE CONSENT OF A PARENT OR LEGAL GUARDIAN. YOU HEREBY CONFIRM THAT YOU ARE LEGALLY ABLE TO ENTER INTO A CONTRACT. YOU ACKNOWLEDGE THAT YOUR ABILITY TO ACCESS AND USE THE APPLICATION IS CONDITIONED UPON THE TRUTHFULNESS OF THE INFORMATION YOU PROVIDE, INCLUDING REGARDING YOUR AGE, AND THAT THE COMPANY IS RELYING UPON THIS CERTIFICATION IN ORDER TO INTERACT WITH YOU AND PROVIDE THE APPLICATION.

You hereby certify and hold the Company harmless that your participation in and access of this Application, or in any way your usage of the Company's services, that you are eighteen (18) years of age, or older and/or older than thirteen (13) years of age with parental or guardian consent. Furthermore, you represent and warrant that you have the right, authority and capacity to enter into this Agreement, and that you are not a person barred from receiving services under the laws of the United States or other Applicable jurisdiction. You further agree to provide true, accurate, current and complete information about yourself on the Services registration form. If the Company suspects that any information provided is untrue, inaccurate, outdated or incomplete, the Company



has the right to refuse any and all current or future use of the Application (or any purchase thereof), including purchase of any of our services.

**User Account(s) / “Accounts.”**

Through the Features, you may be able to become a member of a certain class of user that may be allowed access to and/or use some of the Features for purposes of viewing, storing, managing and/or organizing information and/or data. Such a personalized registered account shall be referred to as an “Account.” You may obtain an Account only by registering for a paid membership. If you are under the age of eighteen (18) and lack parental or guardian consent, or younger than thirteen (13) years of age then you are not permitted to register a Profile or otherwise submit personal information to the Application.

To register an Account, you shall provide true, accurate and complete registration information, including your email address, phone number and/ or credentials relating to your existing Apple account, and, if such information changes, you will promptly update the relevant registration information. During registration, you will either confirm or input identifying information, which may permit you access to certain areas of the Application not available to non-registered users. You are responsible for safeguarding and maintaining the confidentiality of your Account. You are solely responsible for the activity that occurs under your Account, whether or not you have authorized the activity. You agree to promptly provide us with detailed written notice thereof to [info@traklist.com](mailto:info@traklist.com) of any breach of security or unauthorized use of your Account.

**Subscription terms.** By registering your Account and electing a particular type of account—Personal and/or Pro—you consent to the ongoing billing of your account for the subscription plan elected in accordance therewith, unless and until canceled in accordance herewith. You agree that there shall be no refunds of any fees paid to the Company.

**Plan Storage.** Each type of account—Free, or Pro—will be accompanied by a corresponding amount of file storage on the Application. When You downgrade a plan to the preceding plan, You will relinquish a portion of Your

plan storage, and possibly, the files and/or content stored there. If You register for a Pro plan and subsequently downgrade to a Free plan, the storage limit will revert to the then prevailing storage limit associated with a Free plan (25 Files as of June 13, 2024; however, the Company may reduce said storage without further notice in its own discretion). The then prevailing storage limit associated with a Free plan (25 files as of June 13, 2024; however, the Company may reduce said storage without further notice in its own discretion) shall be referred to as the “Free Plan Storage Limit.”

When You downgrade your account, You will not lose any files stored in Traklist. However, if You exceed the storage limit of Your new plan you will be unable to upload additional files until you delete enough files to get below your current limit.

**Failure to Pay Subscription.** If You fail to pay Your subscription in accordance with the terms of the Subscription, the Company will notify You in writing via email to download Your files or make payment of any payments due and owing within thirty (30) days from the billing cycle date.

If You fail to timely submit payment in full after thirty (30) days, Your account shall be downgraded automatically to a Free plan. If You exceed the storage limit of Your new plan You will be unable to upload additional files until You delete enough files to get below Your current limit 1(C)(i), above.

**Permissions.** Registered Users may through an Account interface with the Feature which may request the following Operating System permissions: Request Permission to Access Address Book/Contacts; Request Permission to Open Camera; Request Permission to Access Camera Library; Request Permission to Receive Push Notifications; Geolocation. Users accept all responsibility and assume all risk associated with granting such permissions, or those permissions which may later be integrated into the Application.

**Future and/or Deletion of Features.** The Company reserves the right to implement novel Features or to disable and/or delete existing Features without notice to You.

## **INTELLECTUAL PROPERTY RIGHTS.**

### **Rights to the Application.**

You acknowledge and agree that the Application, and all copyrights, patents, trademarks, trade secrets, and other intellectual property rights associated therewith are, and shall remain, the property of the Company, and that the content, and all functionality related incidentally an/or indirectly thereto, and any derivative works or enhancements of the same, including, but not limited to, all text, illustrations, files, images, software, scripts, graphics, photos, sounds, music, videos, information, content, materials, products, services, URLs, technology, documentation, and interactive features shall remain the property of the Company, its affiliates, a Platform, Vendors, or other Users in the case of User-Generated Content, as the case may be. Except for the limited use rights granted to You in this Agreement, you shall not acquire any right, title, or interest in the Application, including intellectual property rights, and that no such rights, title, or interest shall be derived by you in or to the Application by implication, estoppel, or any other legal theory. Any rights not specifically set forth herein are expressly reserved by the Company.

### **Third-Party Software.**

The Application may utilize or include third-party software that is subject to open source and third-party license terms (“Third-Party Software”), including but not limited to functionalities of payment processing, music compression (or other data platform(s)) and/or other functionalities, including APIs. You acknowledge and agree that Your right to use such Third-Party Software as part of the Application is subject to, and governed by, the terms and conditions of the open source or third-party license Applicable to such Third-Party Software, including, without limitation, any Applicable acknowledgements, license terms and disclaimers contained therein. In the event of a conflict between This Agreement and the terms of such open source or third-party licenses, the terms of the open source or third-party licenses shall control with regard to Your use of the relevant Third-Party Software, but in no way shall be Applicable to the balance of the Application not so thereby governed. In no event, shall the Application or components thereof be deemed to be “open source” or “publicly available” software as those terms may be in common usage in similar scenarios.

**Third-Party Payment Processing.**

The processing of payments, if available on the Application, made on the Application may be handled by a third-party, such as Stripe, Inc., or otherwise. Said third-party payment processor may have its own terms of service or other agreements with which you must agree before making payment online and/or may be agreeing to tacitly by making and/or receiving payment online. By accepting this Agreement, you specifically agree that the processing of payments is handled by a third-party other than the Company and is subject to the Indemnifications and Limitation of Liability reflected below.

**Company's Marks.**

You are not authorized to use the Company trademarks in any advertising, publicity or in any other commercial manner without the prior written consent of Company, which may be withheld for any or no reason.

**Infringement Acknowledgement.**

You and Company acknowledge and agree that, in the event of a third-party claim that the Application or Your possession or use of the Application infringes any third-party's intellectual property and/or any other rights, You (and not Company nor a Platform) will be responsible for the investigation, defense, settlement, and/or discharge of any such claim of intellectual property infringement. A Platform shall expressly be waived hereby of any and all such liability. You will, however, promptly notify the Company in writing of such a claim.

**SERVICES AND ACCOUNT.**

The Company agrees to provide you with services for the specific edition of the Application provided, developed, operated, and/or maintained by the Company, and accessible via Your Mobile Device or another designated platform, or ancillary online or offline products and services provided to You by Company as related specifically to Your use of the Application, to which you are being granted access under this Agreement. You may be required to establish an account, for which access may or may not be granted via ancillary online or offline products and services as specifically related to the Application. Any access to said account or other services provided on any device other than the Mobile Device for which the Application is intended, including, but not limited to the Website, shall not in any way be guaranteed. No rights shall be given to You in

furtherance of this Agreement to such ancillary products or services, and the terms of this Agreement shall be the full extent of the Agreement between You and the Company. Such ancillary products and services are solely for Your convenience, and You do not gain any additional rights, or remedies thereby. The Company may, in its sole discretion, and without notice whatsoever, discontinue, alter, or change in whole or in part said ancillary services or products.

**RESTRICTION ON TRANSFER.**

You may not rent, lease, lend, sublicense or transfer the Application, Account, this Agreement, or any of the rights granted hereunder. Any attempted transfer in contravention of this provision shall be null and void and of no force or effect, and the Company expressly reserves all rights that it may have hereunder or otherwise.

**USE OF INFORMATION.**

**Consent to Use Information.**

You hereby authorize and consent to the collection, storage and use, by the Company and its affiliates, partners and agents, including a Platform and the Company's Vendors, of any information and data related to or derived from Your use of the Application, and any information or data that You provide to Company and its affiliates, partners and licensors, including a Platform and the Company's Vendors ("Information"). Without limiting the generality of the foregoing, the Information shall include, without limitation, the following types of information and data, in an aggregate (not user level) form: search requests, search results, patterns, data and suggestions based on user actions. **YOU**

**HEREBY RELEASE ANY AND ALL LEGAL CLAIMS AGAINST THE COMPANY FOR ANY PERCEIVED VIOLATION OF ANY INTELLECTUAL PROPERTY RIGHT ASSOCIATED WITH ANY INFORMATION, INCLUDING BUT NOT LIMITED TO, COPYRIGHT(S) AND/OR TRADE SECRET(S).** The

Information will be treated as being non-confidential and nonproprietary, and the Company assumes no obligation to protect confidential or proprietary information (other than personally identifiable information) from disclosure and will be free to reproduce, use, and distribute the Information to others without restriction. The Company will also be free to use any ideas, concepts, know-how or techniques contained in the Information for any purpose whatsoever including, without limitation, developing, manufacturing and marketing products and services incorporating such Information. The Company may use

your personal information to contact you directly with prospective transactions if the Company believes it may be in possession of information about prospective deals that may be of interest to you.

**Privacy Policy.**

You represent that You shall comply with the terms and conditions of the Company Privacy Policy, which sets forth and describes the practices of Company with respect to the collection, use and disclosure of Information in connection with Your use of the Application. Company reserves the right to change the provisions of its Privacy Policy at any time and from time to time at its sole discretion. Company will post any changes to its Privacy Policy at the web address set forth in the preamble to this Agreement or make them available via this Application. Your use of the Application following the posting of such changes to the Privacy Policy will constitute Your acceptance of any such changes.

**USER-GENERATED CONTENT.**

The Company permits registered Users to post, upload, transmit through, or otherwise make available on the Application (collectively, “Submit”) “Chat,” “Feedback,” “Reviews,” “Storage,” “Files,” “Folders,” “Share,” “Artwork,” “Notes,” music, audio files of any kind, messages, contacts, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, financial information, legal information and/or other materials (“User-Generated Content”). User-Generated Content excludes “personally identifiable information.” Subject to the rights and license You grant herein, You retain all right, title and interest in your User-Generated Content. By Submitting User-Generated Content to the Company, You grant to the Company a nonexclusive, worldwide, royalty free, fully paid up, transferable, sublicensable, perpetual, irrevocable license of the maximum term permitted by law to copy, access, prepare derivative works of, remove, retain, process, analyze, display, upload, perform, distribute, store, modify and otherwise use without limitation the User-Generated Content in any manner as within the Company’s, including its successors’ in interest, sole discretion. **YOU HEREBY RELEASE ANY AND ALL LEGAL CLAIMS AGAINST THE COMPANY FOR ANY PERCEIVED VIOLATION OF ANY INTELLECTUAL PROPERTY RIGHT ASSOCIATED WITH ANY INFORMATION, INCLUDING BUT NOT LIMITED TO, COPYRIGHT(S) AND/OR TRADE SECRET(S) AND/OR AUTOMATIC DELETION OF ANY**

**USER-GENERATED CONTENT THAT MAY BE LOST DUE TO YOU  
SUBSCRIPTION BEING DOWNGRADED FOR ANY REASON AND/OR THE  
COMPANY'S DELETION OF THE SAME FOR ANY OR NO REASON.** The

Company cannot guarantee any confidentiality with respect to User-Generated Content and the Company specifically reserves the express right to monitor User-Generated Content as it sees fit—even where such information has not been made public and is under a registered account. The Company reserves the right to utilize User-Generated Content for promotional or other purposes as reflected in our Privacy Policy. Otherwise, it is solely Your responsibility to monitor and protect any intellectual property rights that you may have in Your User-Generated Content, and we do not accept any responsibility for same. You agree that the Company has no such responsibility. You are responsible to comply with all terms and conditions Applicable to Your User-Generated Content.

You shall not submit any User-Generated Content that is not Yours and is protected by copyright, trademark, patent, trade secret, moral right, or other intellectual property, personal, contractual, proprietary or other Third-Party right without the express permission of the owner of the respective right. YOU, AND NOT THE COMPANY OR ANY PLATFORM, ARE SOLELY LIABLE FOR ANY DAMAGE RESULTING FROM YOUR FAILURE, WHETHER INTENTIONAL OR NOT, TO OBTAIN SUCH PERMISSION OR FROM ANY OTHER HARM RESULTING FROM USER-GENERATED CONTENT THAT YOU SUBMIT.

You represent, warrant, and covenant that you will not submit any User-Generated Content that:

Violates or infringes in any way upon the rights of others, including, but not limited to, any copyright, trademark, patent, trade secret, moral right, or other intellectual property, personal, contractual, proprietary or other third party right of any person or entity;

Impersonates another or is unlawful, threatening, abusive, harassing, libelous, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane, pornographic, lewd, lascivious, filthy, excessively violent, harassing or otherwise objectionable;

Encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law;

Unnecessarily includes personal information;

Contains a formula, instruction, or advice that could cause harm or injury;

The licensed use by the Company hereunder would result in us having any obligation or liability to any party;

Is intentionally misleading or fraudulent; or

Violates any of the exclusions to use set forth herein.

Any conduct by a User that in our sole discretion restricts or inhibits any other User from using or enjoying the Application will not be permitted.

THE COMPANY RESERVES THE RIGHT TO DELETE, DISABLE OR OTHERWISE ELIMINATE FROM THE APPLICATION ANY USER-GENERATED CONTENT THAT THE COMPANY DEEMS VIOLATIVE OF THIS AGREEMENT AND/OR ANY RULE OF LAW, REGULATION OR PROTOCOL, IN ITS SOLE DISCRETION, EVEN IF SAME CONFLICTS WITH ITS PUBLISHED THIRTY (30) DAY RETENTION POLICY.

The Company has the right, but not the obligation, to monitor all User-Generated Content. The Company has no obligation to post, maintain or otherwise make use of User-Generated Content and does not guarantee distribution of User-Generated Content. The Company may discontinue operation of the Application and/or User-Generated Content, or Your use of the Application and/or User-Generated Content, in either case in whole or in part, in its sole discretion. You have no right to maintain or access your User-Generated Content on the Application and the Company has no obligation to return your User-Generated Content or otherwise make it available to You.

**Digital Communication.**

THE COMPANY IS NOT RESPONSIBLE FOR COMMUNICATION INITIATED BY USERS—REGARDLESS OF THE CAPACITY IN WHICH THEY COMMUNICATE—THROUGH THE WEBSITE AND/OR APPLICATION.

The rights granted by You hereunder may not be terminated, revoked or rescinded and are not subject to reversion. If You become aware that User-Generated Content You have submitted includes any material for which You lack the unrestricted right to grant us the rights set forth above without obligations or liability to any party, You agree to promptly provide us with detailed written notice thereof to Traklist,



LLC, ATTN: LEGAL, 17209 Chesterfield Airport Road, Chesterfield, MO 63005, with a copy to Gary Adelman at [g@adelmanmatz.com](mailto:g@adelmanmatz.com) and [info@traklist.com](mailto:info@traklist.com).

The Company strives to keep User-Generated Content secure but cannot guarantee that it will be successful at doing so, given the nature of the Internet. Accordingly, You acknowledge that You bear sole responsibility for adequate security, protection, and backup of User-Generated Content. The Company strongly encourages You, where available and Appropriate, to: (a) use encryption technology to protect User-Generated Content from unauthorized access; (b) routinely archive User-Generated Content; (c) keep Your password and access details secure; and (d) keep Your User-Generated Content or any software that you use or run with the Application and/or Applications current with the latest security patches or updates. WE SHALL HAVE NO LIABILITY TO YOU FOR ANY UNAUTHORIZED ACCESS OR USE, CORRUPTION, DELETION, DESTRUCTION, OR LOSS OF ANY ACCOUNT AND/OR USER-GENERATED CONTENT.

In the event you elect, in connection with the Application to communicate to the Company suggestions for improvements to the Application, or to any other property of the Company, intellectual or otherwise (collectively, "Feedback"), the Company shall own all right, title, and interest in and to the same, even if You have designated the Feedback as confidential, and the Company shall be entitled to use the Feedback without restriction. You hereby irrevocably assign all right, title, and interest in and to the Feedback to us and agree to provide us such assistance as we may require to document, perfect, and maintain our rights to the Feedback.

In keeping with our efforts to maintain Your privacy, the Company will not disclose User-Generated Content to any governmental agency, body and/or department unless lawfully sought by presentation to us of a valid Subpoena, warrant or other such document.

**INTENTIONALLY DELETED.**

**THIRD-PARTY CONTENT AND SERVICES.**

**GENERAL.**

You acknowledge that the Application may permit access to products, services, websites, advertisements, promotions, recommendations, advice, information, and materials created and provided by government agencies, public record repositories, advertisers, publishers,

content partners, marketing agents, vendors, blockchain, and other third parties, including in the form of videos, “Ads” and/or APIs offered by such parties or other related vendors (“Third-Party Content and Services”), which may or may not include a Platform, and/or the Vendors.

**Disclaimer.**

**YOU ACKNOWLEDGE THAT THE COMPANY DOES NOT INVESTIGATE, MONITOR, REPRESENT OR ENDORSE THE THIRD-PARTY CONTENT AND SERVICES (INCLUDING ANY THIRD-PARTY WEBSITES, OR OTHER SERVICES, AVAILABLE THROUGH THE APPLICATION). FURTHERMORE, YOUR ACCESS TO AND USE OF THE THIRD-PARTY CONTENT AND SERVICES IS AT YOUR SOLE DISCRETION AND RISK, AND COMPANY AND ITS AFFILIATES, PARTNERS, SUPPLIERS AND LICENSORS, INCLUDING A PLATFORM, SHALL HAVE NO LIABILITY TO YOU ARISING OUT OF OR IN CONNECTION WITH YOUR ACCESS TO AND USE OF THE THIRD-PARTY CONTENT AND SERVICES. THE COMPANY HEREBY DISCLAIMS ANY REPRESENTATION, WARRANTY, OR GUARANTY REGARDING THE THIRD-PARTY CONTENT AND SERVICES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, WARRANTIES OF HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY REPRESENTATION, WARRANTY, OR GUARANTY REGARDING THE AVAILABILITY, QUALITY, RELIABILITY, FEATURES, APPROPRIATENESS, ACCURACY, COMPLETENESS, OR LEGALITY OF THE THIRD-PARTY CONTENT AND SERVICES. BY REGISTERING AN ACCOUNT, YOU ACKNOWLEDGE AND AGREE THAT YOU MAY RECEIVE THIRD-PARTY CONTENT AND SERVICES FROM (AN)OTHER USER(S), AND EXPRESSLY WAIVE THE FOREGOING WARRANTIES AS THEY RELATE TO YOUR RECEIPT OF SAME.**

**Third-Party Terms of Service/Other Agreement(s).**

You acknowledge and agree that Your access to and use of the Third-Party Content and Services and any correspondence or business dealings between You and any Third-Party located using the Application are governed by and require Your acceptance of the terms of service of such Third-Party, including, without limitation, any terms, privacy policies,

conditions, representations, warranties or disclaimers contained therein, and that the Company and a Platform are not a party or in anyway bound by the same, nor does the Company nor a Platform bear any responsibility or liability related thereto. Furthermore, You acknowledge and agree that the Third-Party Content and Services and any related third-party terms of service are subject to change by the Applicable Third-Party at its sole discretion and without any notice. You assume all risks arising out of or resulting from your transaction of business over the Internet and with any Third-Party, and you agree that Company and its affiliates, partners, suppliers and licensors, including, but not limited to a Platform and the Vendors, are not responsible or liable for any loss or result of the presence of information about or links to such advertisers or service providers. Furthermore, You acknowledge and agree that You are not being granted a license to: (i) the Third-Party Content and Services; (ii) any products, services, processes or technology described in or offered by the Third-Party Content and Services; or (iii) any copyright, trademark, patent or other intellectual property right in the Third-Party Content or Services or any products, services, processes or technology described or offered therein.

**Reliance on Information, third-Party Product and Services.**

**IN ALL INSTANCES, IT IS YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY, TIMELINESS, COMPLETENESS, OR USEFULNESS OF THE APPLICATION, INFORMATION STORED ON OR ACCESSIBLE BY THE APPLICATION, AND THIRD-PARTY CONTENT AND SERVICES. UNDER NO CIRCUMSTANCES WILL THE COMPANY OR A PLATFORM BE LIABLE FOR ANY LOSS, CLAIM, OR DAMAGE CAUSED BY YOUR RELIANCE OF THE APPLICATION, INFORMATION STORED ON OR ACCESSIBLE BY THE APPLICATION, AND THIRD-PARTY CONTENT AND SERVICES.**

**Endorsements.**

You acknowledge and agree that the provision of access to any Third-Party Content and Service shall not constitute or imply any endorsement by the Company or its affiliates, including a Platform, of such Third-Party Content and Services. The Company reserves the right to restrict or deny access to any Third-Party Content and Services otherwise accessible through the Application, although the Company has no obligation to restrict or deny access even if requested by You. The Company does not, nor shall any actions hereinafter taken, except for any written material that expressly waives this provision executed by the Company, endorse, warrant, or guarantee, nor shall the Company be

responsible in any way for, the accuracy, timeliness, completeness, or reliability of any opinion, advice, or statement made on the Application by anyone other than authorized employees of the Company, or spokespersons acting in their official capacities with actual agency authority.

**Inappropriate Materials.**

You understand that by accessing and using the Third-Party Content and Services that You may encounter information, materials and subject matter: (i) that You or others may deem offensive, indecent, or objectionable; (ii) which may or may not be identified as having explicit language; and (iii) that automatically and unintentionally appears in search results, as a link or reference to objectionable material. Notwithstanding the foregoing, You agree to use the Third-Party Content and Services at Your sole risk and that Company and its affiliates, partners, suppliers and licensors shall have no liability to You for information, material or subject matter that is found to be offensive, indecent, or objectionable.

**Use of Third-Party Content and Services.**

You agree that the Third-Party Content and Services contain proprietary information and material that is owned by Company and its affiliates, partners, suppliers and licensors and is protected by applicable intellectual property and other laws, including, without limitation, pursuant to copyright, and that You will not use such proprietary information or materials in any way whatsoever except for permitted use of the Third-Party Content and Services. No portion of the Third-Party Content and 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 Third-Party Content and Services, in any manner, and You shall not exploit the Third-Party Content and Services in any unauthorized way whatsoever, including, without limitation. You agree that You will not use any Third-Party Content and Services in a manner that would infringe or violate the rights of any other party, and that Company is not in any way responsible for any such use by You.

**USER LIABILITY.**

**Liability of Users.**

You are solely responsible for any and all complaints, claims, causes of action, and/or lawsuits by anyone caused by or arising out of Your breach of this Agreement and/or Your use of the Application and/or User-Generated Content and/or Third-Party Products

and Services. You shall indemnify, defend, reimburse, and hold harmless the Company and a Platform for any and all such liability to the extent permitted by law and in accordance with this Agreement.

**Actions by the Company.**

If the Company has reason to believe that You have engaged in any activities restricted by this Agreement, or any activities similar to the spirit and intent of such restrictions, or are in derogation of any responsibilities that You may have hereunder, then the Company may take various actions to protect the Company, other Users, a Platform, and other third-parties' claims, fees, fines, penalties, and any other liability. The actions the Company may take include, but are not limited to the following, and the Company does not hereby waive any other rights or remedies it may have:

The Company may, in its sole discretion, terminate, close, suspend, or limit Your access to your the Application or Account in whole or in part;

The Company may contact Third-Parties, Your bank or credit card issuer, other Users, and/or law enforcement, as deemed appropriate in the Company's sole discretion;

The Company may, without notice to You, update inaccurate information You provided;

The Company may refuse to provide an account, access to the Application, or Account or any other Application or services to You in the future; and/or

The Company may take legal action against you.

**Actions by other Third-Parties.**

YOU ARE RESPONSIBLE FOR THIRD-PARTY COMPLAINTS CAUSED BY OR ARISING OUT OF YOUR BREACH OF THIS AGREEMENT, INCLUDING FROM OTHER USERS OF THE APPLICATION, AS SET FORTH HEREIN, AND/OR YOUR USE OF THE APPLICATION AND/OR USER-GENERATED CONTENT. YOU AGREE TO INDEMNIFY, REIMBURSE, DEFEND, HOLD HARMLESS THE COMPANY AND A PLATFORM FOR ANY AND ALL SUCH LIABILITY.

**COMPATIBILITY.**

Company does not warrant that the Application will be compatible or interoperable with Your Mobile Device or any other piece of hardware, software, equipment or device installed on or used in connection with your Mobile Device. FURTHERMORE, YOU ACKNOWLEDGE THAT COMPATIBILITY AND INTEROPERABILITY PROBLEMS CAN CAUSE THE PERFORMANCE OF YOUR MOBILE DEVICE TO DIMINISH OR FAIL COMPLETELY, AND MAY RESULT IN PERMANENT THE DAMAGE TO YOUR MOBILE DEVICE, LOSS OF THE DATA LOCATED ON YOUR MOBILE DEVICE, AND CORRUPTION OF THE SOFTWARE AND FILES LOCATED ON YOUR MOBILE DEVICE. YOU ACKNOWLEDGE AND AGREE THAT COMPANY AND ITS AFFILIATES, PARTNERS, SUPPLIERS AND LICENSORS SHALL HAVE NO LIABILITY TO YOU FOR ANY LOSSES SUFFERED RESULTING FROM OR ARISING IN CONNECTION WITH COMPATIBILITY OR INTEROPERABILITY PROBLEMS.

**PRODUCT CLAIMS.**

YOU ACKNOWLEDGE THAT YOU (NOT COMPANY OR A PLATFORM) ARE RESPONSIBLE FOR ADDRESSING ANY THIRD-PARTY CLAIMS RELATING TO YOUR USE OR POSSESSION OF THE APPLICATION, AND AGREE TO NOTIFY THE COMPANY OF ANY THIRD-PARTY CLAIMS RELATING TO THE APPLICATION OF WHICH YOU BECOME AWARE. FURTHERMORE, YOU HEREBY RELEASE THE COMPANY AND ALL PLATFORMS FROM ANY LIABILITY RESULTING FROM YOUR USE OR POSSESSION OF THE APPLICATION, INCLUDING, WITHOUT LIMITATION, THE FOLLOWING: (I) ANY PRODUCT LIABILITY CLAIMS; (II) ANY CLAIM THAT THE APPLICATION FAILS TO CONFORM TO ANY APPLICABLE LEGAL OR REGULATORY REQUIREMENT; AND (III) ANY CLAIM ARISING UNDER CONSUMER PROTECTION OR SIMILAR LEGISLATION.

**INDEMNIFICATION.**

YOU AGREE TO RELEASE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COMPANY, AND ITS EMPLOYEES, AGENTS, DISTRIBUTION PARTNERS, AFFILIATES, SUBSIDIARIES, AND THEIR RELATED COMPANIES, INCLUDING ANY PLATFORM, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES,

LOSSES, DAMAGES, OBLIGATIONS, COSTS AND EXPENSES (INCLUDING ACTUAL ATTORNEYS' FEES AND COSTS INCURRED) ARISING OUT OF, RELATED TO, OR THAT MAY ARISE IN CONNECTION WITH:

YOUR ACCESS TO OR USE OF THE APPLICATION, USER-GENERATED CONTENT, THIRD-PARTY CONTENT AND SERVICES AND/OR ACCOUNT AND/OR WEBSITE AND/OR YOUR RELIANCE ON ANY INFORMATION REFLECTED THEREIN;

USER-GENERATED CONTENT AND/OR INFORMATION PROVIDED BY YOU OR THROUGH USE OF YOUR ACCOUNT AND/OR ACCOUNT;

ANY ACTUAL OR ALLEGED VIOLATION OR BREACH BY YOU OF THIS AGREEMENT;

ANY ACTUAL OR ALLEGED BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT THAT YOU HAVE MADE TO THE COMPANY;

YOUR ACTS OR OMISSIONS;

LOSS OF OR DAMAGE TO USER-GENERATED CONTENT FOR ANY REASON.

YOU AGREE TO COOPERATE FULLY WITH THE COMPANY AND ANY PLATFORM IN THE DEFENSE OF ANY CLAIM THAT IS THE SUBJECT OF YOUR OBLIGATIONS HEREUNDER, AND YOU HEREBY ACCEPT THE PROVISIONS OF THIS AGREEMENT IN FULL, INCLUDING SPECIFICALLY YOUR AGREEMENTS IN SECTION 17 REGARDING SELECTION OF COUNSEL.

**DISCLAIMERS.**

YOU EXPRESSLY AGREE THAT USE OF THE APPLICATION IS AT YOUR SOLE RISK. THE APPLICATION AND ANY SERVICES OR CONTENT RELATED THERETO, INCLUDING THIRD-PARTY CONTENT AND SERVICES, AND USER-GENERATED CONTENT, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. THE COMPANY DISCLAIMS ANY AND ALL WARRANTIES INCLUDING ANY:

WARRANTIES THAT THE APPLICATION WILL MEET YOUR REQUIREMENTS;

WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, SECURITY, USEFULNESS, TIMELINESS, OR INFORMATIONAL CONTENT OF THE APPLICATION, AND ANY SERVICES OR CONTENT RELATED THERETO, INCLUDING THIRD-PARTY CONTENT AND SERVICES, AND USER-GENERATED CONTENT;

WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE;

WARRANTIES FOR SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON OUR APPLICATION OR ACCESSED THROUGH THE APPLICATION;

WARRANTIES CONCERNING THE ACCURACY OR RELIABILITY OF THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE APPLICATION;

WARRANTIES THAT YOUR USE OF THE APPLICATION WILL BE SECURE OR UNINTERRUPTED; AND

WARRANTIES THAT ERRORS IN THE SOFTWARE WILL BE CORRECTED.

THE COMPANY SPECIFICALLY AND EXPRESSLY DISCLAIMS ANY ADVICE THAT MAY LEAD TO PHYSICAL DAMAGE, OR INJURY. ANY CONTENT OR SOFTWARE DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE APPLICATION IS DONE AT YOUR OWN DISCRETION AND RISK. THE COMPANY SHALL HAVE NO RESPONSIBILITY FOR ANY DAMAGE TO YOUR MOBILE DEVICE, EXCESS BATTERY DRAINAGE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY CONTENT OR SOFTWARE.

IN THE EVENT OF ANY FAILURE OF THE APPLICATION TO CONFORM TO AN APPLICABLE WARRANTY, IF ANY DOES EXIST, WHICH THIS PARAGRAPH DOES NOT EXPRESSLY CREATE, THEN YOU MAY NOTIFY ANY PLATFORM, AND ANY PLATFORM MAY REFUND THE PURCHASE PRICE OF THE



APPLICATION TO YOU; AND THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ANY PLATFORM WILL HAVE NO OTHER WARRANTY OBLIGATION WHATSOEVER WITH RESPECT TO THE APPLICATION, AND ANY OTHER CLAIMS, LOSSES, LIABILITIES, DAMAGES, COSTS, OR EXPENSES ATTRIBUTABLE TO ANY FAILURE TO ANY WARRANTY WILL BE THE COMPANY'S SOLE RESPONSIBILITY, IF AT ALL.

**LIMITATION ON LIABILITY.**

UNDER NO CIRCUMSTANCES SHALL THE COMPANY, AND ITS EMPLOYEES, AGENTS, DISTRIBUTION PARTNERS, AFFILIATES, SUBSIDIARIES AND THEIR RELATED COMPANIES, INCLUDING, BUT NOT LIMITED TO ANY PLATFORM AND THE VENDORS, BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH THE APPLICATION, SERVICES, AND/OR THIS AGREEMENT. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE APPLICATION IS TO STOP USING THE APPLICATION. SUCH LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF SERVICES OR PRODUCTS RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH THE APPLICATION OR ANY LINKS ON THE APPLICATION, INCLUDING THOSE PROVIDED BY THE COMPANY, AS WELL AS BY REASON OF ANY INFORMATION OR ADVICE RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH THE APPLICATION OR ANY LINKS ON THE APPLICATION, AND ALSO TO PHYSICAL DAMAGES OR INJURY SUFFERED AS A RESULT OF ANY INFORMATION, ADVICE, OR THE LIKE RECEIVED BY YOU EITHER DIRECTLY OR INDIRECTLY FROM THE APPLICATION. SUCH LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF ANY CONTENT POSTED BY A THIRD-PARTY, USER-GENERATED CONTENT, OR CONDUCT OF A THIRD-PARTY ON THE APPLICATION, OR ANY OTHER USERS.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL THE CUMULATIVE LIABILITY OF THE COMPANY AND ITS EMPLOYEES, AGENTS, DISTRIBUTION PARTNERS, AFFILIATES, SUBSIDIARIES AND THEIR RELATED COMPANIES EXCEED ONE HUNDRED U.S. DOLLARS (\$100.00).

YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO YOUR USE OF THE APPLICATION, OR IN ANY WAY RELATED TO THIS AGREEMENT, MUST BE FILED WITHIN SIX (6) MONTHS AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR SUCH CLAIM WILL BE FOREVER BARRED.

IN SOME JURISDICTIONS LIMITATIONS OF LIABILITY ARE NOT PERMITTED. IN SUCH JURISDICTIONS, SOME OF THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU. NOTWITHSTANDING, THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

**DISPUTES INVOLVING THE COMPANY.**

**Pre-Arbitration Dispute Resolution.** The Company is always interested in resolving disputes amicably and efficiently, and most customer concerns can be resolved quickly and to the customer's satisfaction by emailing us at [info@traklist.com](mailto:info@traklist.com). If such efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice should be sent to [info@traklist.com](mailto:info@traklist.com) ("Notice Address"). The Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. If the Company and you do not resolve the claim within sixty (60) calendar days after the Notice is received, you or the Company may commence an arbitration proceeding.

**Prohibition of Class and Representative Actions and Non-Individualized Relief.** YOU AND THE COMPANY AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND THE COMPANY AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND

DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S).

In the event that a lawsuit is filed, or a claim is made and demanded, by You, or on Your behalf in any form whatsoever, against a User of the Application, and the Company needs to seek legal counsel for any involvement in the matter, You or Your legal representative shall pay for all legal fees incurred by the Company relating thereto.

In such matters, and in any other matter in which You are liable to the Company for payment of attorneys' fees, as set forth herein, or otherwise permitted by law, nothing contained in this Agreement, including this clause, shall in any way limit the Company's right to hire legal counsel of its choice.

### **TERMINATION.**

The Company reserves the right in its sole discretion and at any time to terminate, revoke, or suspend your account and/or block your access to the Application for any reason including, without limitation if you have failed to comply with the letter, intention, or spirit of this Agreement. If you fail to renew or fail to timely renew Your paid membership You will lose access to the Application and the Company may delete any information or data associated therewith. You agree that the Company and a Platform shall not be liable to you or any Third-Party for any termination or suspension of your account or for blocking Your access to the Application and/or any User-Generated Content that may reside there that was generated by You. You agree that You have no rights or interests in any information, data, or functionality of the Application, regardless if the same relates to You.

You may terminate your Account at any time by following instructions within the Application to terminate the account. The Company shall have no obligation to retain, preserve or maintain Your User-Generated Content following Your termination of an Account.

Any suspension or termination shall not affect Your obligations to the Company under this Agreement. The provisions of this Agreement, which by their nature survive the suspension or termination of Your account and access of the Application, including, but not limited to the rights and licenses that You have granted hereunder, indemnities, releases, disclaimers, limitations on liability, and provisions related to choice of law.

### **CHOICE OF LAW; MANDATORY ARBITRATION.**

**THIS AGREEMENT, THE APPLICATION, AND/OR ANY DISPUTE ARISING THEREFROM SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE LAWS OF THE STATE OF PENNSYLVANIA. THE PARTIES WAIVE ANY OTHER VENUE TO WHICH EITHER PARTY MIGHT BE ENTITLED BY DOMICILE OR OTHERWISE. THE COMPANY MAKES NO REPRESENTATION THAT MATERIALS ON THE APPLICATION ARE APPROPRIATE OR AVAILABLE FOR USE IN OTHER LOCATIONS. WITH RESPECT TO ANY DISPUTE ARISING OUT OF OR RELATED TO THIS GRANT OF A LICENSE, OR THIS AGREEMENT, YOU HEREBY AGREE THAT ALL DISPUTES ARISING OR TOUCHING THIS AGREEMENT OR THE APPLICATION SHALL PROMPTLY BE SUBMITTED TO ARBITRATION IN STATE OF PENNSYLVANIA, BEFORE ONE ARBITRATOR IN ACCORDANCE WITH THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION. THE ARBITRATOR MAY ASSESS COSTS IN FAVOR OF THE COMPANY ONLY, INCLUDING ATTORNEYS' FEES ACTUALLY INCURRED, IN SUCH MANNER AS THE ARBITRATOR DEEMS FAIR AND EQUITABLE. THE AWARD OF THE ARBITRATOR SHALL BE FINAL AND BINDING UPON ALL PARTIES, AND JUDGMENT UPON THE AWARD MAY BE ENTERED IN ANY COURT OF COMPETENT JURISDICTION. THE PARTIES HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY IN CONNECTION WITH ANY DISPUTE ARISING OUT OF THIS AGREEMENT, THE APPLICATION, AND/OR ANY DISPUTE ARISING THEREFROM.**

**MISCELLANEOUS.**

**Export Control.**

You may not use or otherwise export or re-export the Application except as authorized by United States law and the laws of the jurisdiction(s) in which the Application was obtained. You represent and warrant that You are not: (i) located in any country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; or (ii) listed on any U.S. Government list of prohibited or restricted parties including the Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. You also agree that You will not use the Application for any purposes prohibited by United States law.

**Dissolution, modification, and maintenance.**

Modifications to this Agreement or Additional Terms (as hereinafter defined) will be effective immediately upon notice, either by posting on the Application, posting on the Website, posting on the iTunes App Store page for the Company and/or the Application by notification by email or conventional mail, or any other method allowed for by this Agreement. It is your responsibility to review this Agreement and the Application from time to time for any changes or Additional Terms. Your access and use of any the Application following any modification of this Agreement or the provision of Additional Terms will signify your assent to and acceptance of the same. If you object to any subsequent revision to the Terms or to any Additional Terms, You may terminate your Account as provided above or, if You do not have an account, Your only recourse is to immediately discontinue use of the Application. The Company, and not a Platform, is solely responsible for any maintenance or support that may be required regarding the Application, as set forth herein, or required by Applicable law. You hereby acknowledge that a Platform has no obligation whatsoever to furnish any maintenance or support services with respect to the Application.

**Additional Terms.**

The Company reserves the right to provide You with operating rules or Additional Terms that may govern Your use of the Application generally, specifically, in whole, in part, or any combination thereof (“Additional Terms”). Any Additional Terms that we may provide to You will be incorporated by reference into this Agreement. To the extent any Additional Terms conflict with this Agreement, the Additional Terms will control.

**Severability.**

If any part of This Agreement is held to be legally unenforceable by a court of competent jurisdiction, the remainder may still be enforced as if This Agreement were written without said unenforceable portions.

**Integration.**

No terms, not herein contained, will be construed to be enforceable under this Agreement, unless with the express written consent of the Company. This Agreement, including the Privacy Policy, Copyright Policy, and any Additional Terms, shall constitute the full agreement between You and the Company, and may not be amended except as may otherwise be provided for herein.

**Assignment.**

Except as permitted herein otherwise, You shall not assign this Agreement or any rights or obligations herein without the prior written consent of the Company, and any attempted assignment in contravention of this provision shall be null and void and of no force or effect; however, the Company may assign this Agreement freely without notice to You.

**WAIVER.**

Except as provided herein, the failure to exercise a right or require performance of an obligation under This Agreement shall not effect the Company's ability to exercise such right or require such performance at any time thereafter, nor shall the waiver of a breach constitute waiver of any subsequent breach.

**HEADINGS.**

The section titles or headings in This Agreement are for convenience only and have no legal or contractual effect.

**Relationship.**

Nothing contained in This Agreement shall be deemed to constitute either party a partner, joint venturer or employee of the other party for any purpose.

**Force Majeure.**

The Company shall not be liable for any default, delay in the performance of any of its obligations under this Agreement, or Your inability to access the Application and/or any User-Generated Content if such default or delay is caused, directly or indirectly, by forces beyond the Company's reasonable control, including, without limitation, fire, flood, acts of God, labor disputes, accidents, acts of war or terrorism, interruptions of transportation or communications (including third party integrations related to social media, server malfunctions, or any other mechanical, electronic, or communication error), power outages, supply shortages or the failure of any Third-Party to perform any commitment relating to the production or delivery of any equipment or material required for the Company to perform its obligations hereunder. **The parties have specifically considered force majeure scenarios—including, but not limited to, pandemic, civil**

**unrest and/or governmental action—and agreed that such shall excuse the Company from performance under this Agreement.**

**Complaints or Comments.**

Any complaints or comments regarding the Application should be directed to the Company at: [info@traklist.com](mailto:info@traklist.com).

**THIRD-PARTY BENEFICIARY.**

You hereby acknowledge and agree that a Platform, and a Platform’s subsidiaries, are third-party beneficiaries of this Agreement, and that, upon Your acceptance of this Agreement, a Platform will have the right (and will be deemed to have accepted the right) to enforce this Agreement against You as a third-party beneficiary thereof.

**NOTICE.**

The Company may give notice by means of a general notice by posting on the Application, posting on the Website, posting on the iTunes App Store page for the Company and/or the Application, by e-mail to your e-mail address on record in the Company’s account information, or by written communication sent by first class mail or pre-paid post to your address on record in the Company's account information. Such notice shall be deemed to have been given immediately after mailing, emailing or posting. You may give notice to the Company, which shall be deemed given when actually received by the Company, at any time by a written communication delivered by nationally recognized overnight delivery service or first class postage prepaid mail to the Company at the following address: Traklist, LLC, ATTN: LEGAL, 17209 Chesterfield Airport Road, Chesterfield, MO 63005 and [info@traklist.com](mailto:info@traklist.com). **All communications and notices to be made or given pursuant to this Agreement shall be in the English language.**

**PRIVACY POLICY**

Traklist, LLC (the “Company”) and/or [www.traklist.com](http://www.traklist.com) and/or the Application, and/or the licensors (collectively, the “Company”), values the privacy of the individual and has created this policy (“Privacy Policy”) to demonstrate its firm commitment to transparency about how the Company treats the information of its users of the Website and/or Applications and/or User-Generated Content and/or Services. Because the Company gathers important information from our users, the Company has established this Privacy Policy as a means to communicate the Company’s information gathering

and dissemination practices. The Company reserves the right to change this Privacy Policy in accordance with the terms herein and reflected in the Terms of Service.

## **Definitions**

For the purposes of this Privacy Policy:

**Account** means a unique account created for You to access the Application.

**Affiliate** means an entity that controls, is controlled by or is under common control with a party, where “control” means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.

**Application** means the software program provided by the Company downloaded by You on any electronic device, named “Traklist”

**Company** (referred to as either “the Company,” “We,” “Us” or “Our” in this Agreement) refers to Traklist LLC, 17209 Chesterfield Airport Road, Chesterfield, MO 63005.

For the purpose of the GDPR, the Company is the Data Controller.

**Country** refers to: United States

**Data Controller**, for the purposes of the GDPR (“General Data Protection Regulation”) and PIPEDA (“Personal Information Protection and Electronic Documents Act”), refers to the Company as the legal person which alone or jointly with others determines the purposes and means of the processing of Personal Data.

**Device** means any device that can access the Application such as a computer, a cellphone or a digital tablet.

**Personal Data** is any information that relates to an identified or identifiable individual. For the purposes for GDPR and PIPEDA, Personal Data means any information relating to You such as a name, an identification number, location data, online identifier or to one or more factors specific to the physical, physiological, genetic,

mental, economic, cultural or social identity. May include Information and/or User-Generated Content, (as those terms are defined in the accompanying End User License Agreement and/or Terms of Service)

**Sale** means selling, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, a consumer’s personal information to another business or a third party for monetary or other valuable consideration.

**Service** refers to the Application.

**Service Provider** means any natural or legal person who processes the data on behalf of the Company. It refers to third-party companies or individuals employed by the Company to facilitate the Service, to provide the Service on behalf of the



Company, to perform services related to the Service or to assist the Company in analyzing how the Service is used. For the purpose of the GDPR and PIPEDA, Service Providers are considered Data Processors.

**Third-party Social Media Service** refers to any website or any social network website through which a User can log in or create an account to use the Service.

**Usage Data** refers to data collected automatically, either generated by the use of the Service or from the Service infrastructure itself (for example, the duration of a page visit).

**You** means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable. Under GDPR (General Data Protection Regulation) and PIPEDA, You can be referred to as the Data Subject or as the User as you are the individual using the Service.

### **What information do we collect?**

We collect information from you when you register for an Account on our Application or fill out a form. We will collect any and all information that you input. We may also collect your physical location through “geo-tagging,” first and last name, home or other physical address, including, but not limited to, Information and/or User-Generated Content, (as those terms are defined in the accompanying End User License Agreement and/or Terms of Service), street name and name of a city or town, and billing information, such as billing name and address, bank account number, routing number and in some instances a credit card number and/or other identifier that permits the physical or online contacting of a specific individual, depending on your activities while on the Application.

### **What we use information for**

Any of the information we collect from you may be used in one of the following ways: to personalize your experience (your information helps us to better respond to your individual needs); to improve the Application (we continually strive to improve our offerings based on the information and feedback we receive from you); to improve customer service (your information helps us to more effectively respond to your customer service requests and support needs); to send periodic emails. We can also use your information to monitor and assemble analytics pertaining to an individual’s use of the Application. The Company may use the information that we collect to setup the Accounts for registered users and may also use the information to send information regarding our company or partners, such as promotions and events. The email address you provide may be used to send you occasional company news, updates, related product or service information, etc. **If at any time you would like to unsubscribe from receiving future emails, please reply to the Company email and request that your email address be removed from the list.**

We will not **sell, trade, or otherwise transfer to outside parties your personally identifiable information**; except that certain information may be transferred as a necessary function of an API or other similar software function. We may also release your information when we believe release is appropriate to comply with the law, enforce our site policies, or protect ours or others' rights, property, or safety. **User email addresses may be sold to or otherwise shared with third parties for marketing purposes**; provided, however that the Company may assign any and all personal customer information to a successor entity should the Company be the subject of a merger, acquisition or any other similar such transaction in which the control of the Company substantially changes. Individual records may at times be viewed or accessed only for the purpose of resolving a problem, support issue, or as may be required by law. Of course, registered users are responsible for maintaining the confidentiality and security of their user registration and password. The Company may aggregate data, including demographic or other general user data, together in an anonymous fashion to generate reporting for internal analysis or distribution as it sees fit and may, at its sole discretion, choose to offer such reporting for promotional purposes and/or monetary gain. The Company may also track and analyze non-identifying and aggregate usage and volume statistical information from our visitors and customers and provide such information to third parties.

### **Third party links/transactions**

Occasionally, at our discretion, we may include or offer third party products or services on our Application, including through the implementation of advertisements. These third party sites have separate and independent privacy policies. We therefore have no responsibility or liability for the content and activities of these linked sites. Nonetheless, we seek to protect the integrity of our Application and welcome any feedback about these sites.

Furthermore, when Users interact with one another, especially in the context of the buyer/seller relationship, Users' emails, first and last names and other info may be transferred to other affiliated third party businesses. The Company shall under no circumstances be responsible for what buyer/seller or other affiliated third party businesses do with Users' information.

### **Tracking Technologies and Cookies**

We use Cookies and similar tracking technologies to track the activity on our Site and store certain information. Tracking technologies used are beacons, tags, and scripts to collect and track information and to improve and analyze our Site. The technologies we use may include:

**Cookies or Browser Cookies.** A cookie is a small file placed on your Device. You can instruct your browser to refuse all Cookies or to indicate when a Cookie is being sent. However, if you do not accept Cookies, you may not be able to use some parts of our Site. Unless you have adjusted your browser setting so that it will refuse Cookies, our Site may use Cookies.

**Web Beacons.** Certain sections of our Site and our emails may contain small electronic files known as web beacons (also referred to as clear gifs, pixel tags, and single-pixel gifs) that allow Company to, for example, count users who have visited those pages or opened an email and for other related website statistics (for example, recording the popularity of a certain section and verifying system and server integrity).

Cookies can be "Persistent" or "Session" Cookies. Persistent Cookies remain on your personal computer or mobile device when you go offline, while Session Cookies are deleted as soon as you close your web browser.

We use both Session and Persistent Cookies for the purposes set out below:

**Necessary / Essential Cookies**

Type: Session Cookies

Administered by: Us

Purpose: These Cookies are essential to provide you with services available through the Site and to enable you to use some of its features. They help to authenticate users and prevent fraudulent use of user accounts. Without these Cookies we cannot effectively provide you with our services, which is our sole purpose for our use of Cookies.

**Cookies Policy / Notice Acceptance Cookies**

Type: Persistent Cookies

Administered by: Us

Purpose: These Cookies identify if users have accepted the use of cookies on the Website.

**Functionality Cookies**

Type: Persistent Cookies

Administered by: Us

Purpose: These Cookies allow us to remember choices you make when you use the Site, such as remembering your login details or language preference. The purpose of these Cookies is to provide you with a more personal experience and to avoid you having to re-enter your preferences every time you use the Site. For more information about the Cookies we use and your choices regarding cookies, please visit the Cookies section of our Privacy Policy.

**California Online Privacy Protection Act Compliance**

This privacy notice section for California residents supplements the information contained in our Privacy Policy and it applies solely to all visitors, users, and others who reside in the State of California.

#### Categories of Personal Information Collected

We collect information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular Consumer or Device. The following is a list of categories of personal information which we may collect or may have been collected from California residents within the last twelve (12) months.

Please note that the categories and examples provided in the list below are those defined in the CCPA. This does not mean that all examples of that category of personal information were in fact collected by us, but reflects our good faith belief to the best of our knowledge that some of that information from the applicable category may be and may have been collected. For example, certain categories of personal information would only be collected if you provided such personal information directly to us.

#### Category A: Identifiers.

Examples: A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, driver's license number, passport number, or other similar identifiers.

Collected: Yes.

#### Category B: Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).

Examples: A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.

Collected: Yes.

#### Category C: Protected classification characteristics under California or federal law.

Examples: Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).

Collected: No.

#### Category D: Commercial information.

Examples: Records and history of products or services purchased or considered.

Collected: Yes.

#### Category E: Biometric information.

Examples: Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.

Collected: No.

Category F: Internet or other similar network activity.

Examples: Interaction with our Site or advertisements.

Collected: Yes.

Category G: Geolocation data.

Examples: Approximate physical location.

Collected: No.

Category H: Sensory data.

Examples: Audio, electronic, visual, thermal, olfactory, or similar information.

Collected: No.

Category I: Professional or employment-related information.

Examples: Current or past job history or performance evaluations.

Collected: No.

Category J: Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).

Examples: Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.

Collected: No.

Category K: Inferences drawn from other personal information.

Examples: Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.

Collected: No.

Under CCPA, personal information does not include:

- Publicly available information from government records

- Deidentified or aggregated consumer information

- Information excluded from the CCPA's scope, such as:

  - Health or medical information covered by the Health Insurance Portability and

    - Accountability Act of 1996 (HIPAA) and the California Confidentiality of Medical Information Act (CMIA) or clinical trial data

  - Personal Information covered by certain sector-specific privacy laws, including the Fair

    - Credit Reporting Act (FRCA), the Gramm-Leach-Bliley Act (GLBA) or California

    - Financial Information Privacy Act (FIPA), and the Driver's Privacy Protection Act of

    - 1994

## Sources of Personal Information

We obtain the categories of personal information listed above from the following categories of sources:

Directly from you. For example, from the forms you complete on our Site, preferences you express or provide through our Site, or from your purchases on our Site.

Indirectly from you. For example, from observing your activity on our Site.

Automatically from you. For example, through Cookies we or our Service Providers set on your Device as you navigate through our Site.

From Service Providers. For example, third-party vendors for payment processing, or other third-party vendors that we use to provide the Site to you.

**Use of Personal Information for Business Purposes or Commercial Purposes**

We may use or disclose personal information we collect for "business purposes" or "commercial purposes" (as defined under the CCPA), which may include the following examples:

To operate our Site and provide you with our Site.

To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our Site.

To fulfill or meet the reason you provided the information. For example, if you share your contact information to ask a question about our Site or services, we will use that personal information to respond to your inquiry. If you provide your personal information to purchase a product or service, we will use that information to process your payment and facilitate delivery.

To respond to law enforcement requests and as required by applicable law, court order, or governmental regulations.

As described to you when collecting your personal information or as otherwise set forth in the CCPA.

For internal administrative and auditing purposes.

To detect security incidents and protect against malicious, deceptive, fraudulent or illegal activity, including, when necessary, to prosecute those responsible for such activities.

Please note that the examples provided above are illustrative and not intended to be exhaustive.

For more details on how we use this information, please refer to the "Use of Your Personal Data" section.

If we decide to collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes we will update this Policy.

**Disclosure of Personal Information for Business Purposes or Commercial Purposes**

We may use or disclose and may have used or disclosed in the last twelve (12) months the following categories of personal information for business or commercial purposes:

Category A: Identifiers

Category B: Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e))

Category D: Commercial information

#### Category F: Internet or other similar network activity

Please note that the categories listed above are those defined in the CCPA. This does not mean that all examples of that category of personal information were in fact disclosed, but reflects our good faith belief to the best of our knowledge that some of that information from the applicable category may be and may have been disclosed.

When we disclose personal information for a business purpose or a commercial purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

#### Sale of Personal Information

As defined in the CCPA, "sell" and "sale" mean selling, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, a consumer's personal information by the business to a third party for valuable consideration. This means that we may have received some kind of benefit in return for sharing personal information, but not necessarily a monetary benefit.

Please note that the categories listed below are those defined in the CCPA. This does not mean that all examples of that category of personal information were in fact sold, but reflects our good faith belief to the best of our knowledge that some of that information from the applicable category may be and may have been shared for value in return.

We may sell and may have sold in the last twelve (12) months the following categories of personal information:

Category A: Identifiers

Category B: Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e))

Category D: Commercial information

Category F: Internet or other similar network activity

#### Share of Personal Information

We may share your personal information identified in the above categories with the following categories of third parties:

Service Providers;

Payment processors;

Our affiliates;

Our business partners;

Third party vendors to whom you or your agents authorize us to disclose your personal information in connection with products or services we provide to you.

#### Sale of Personal Information of Minors Under 16 Years of Age

We do not knowingly collect personal information from minors under the age of 16 through our Site, although certain third party websites that we link to may do so. These third-party websites have their own terms of use and privacy policies and we encourage parents and legal guardians to monitor their children's Internet usage and instruct their children to never provide information on other websites without their permission.

We do not sell the personal information of Consumers we actually know are less than 16 years of age, unless we receive affirmative authorization (the "right to opt-in") from either the Consumer who is between 13 and 16 years of age, or the parent or guardian of a Consumer less than 13 years of age. Consumers who opt-in to the sale of personal information may opt-out of future sales at any time. To exercise the right to opt-out, you (or your authorized representative) may submit a request to us by contacting us.

If you have reason to believe that a child under the age of 16 has provided us with personal information, please contact us with sufficient detail to enable us to delete that information.

#### Your Rights under the CCPA

The CCPA provides California residents with specific rights regarding their personal information. If you are a resident of California, you have the following rights:

- The right to notice. You have the right to be notified which categories of Personal Data are being collected and the purposes for which the Personal Data is being used;

- The right to request. Under CCPA, you have the right to request that we disclose information to you about our collection, use, sale, disclosure for business purposes and share of personal information. Once we receive and confirm Your request, we will disclose to you;

- The categories of personal information we collected about you;

- The categories of sources for the personal information we collected about you;

- Our business or commercial purpose for collecting or selling that personal information;

- The categories of third parties with whom we share that personal information;

- The specific pieces of personal information we collected about you;

- If we sold your personal information or disclosed your personal information for a business purpose, we will disclose to you:

  - The categories of personal information categories sold;

  - The categories of personal information categories disclosed;

- The right to say no to the sale of Personal Data (opt-out). You have the right to direct us to not sell your personal information. To submit an opt-out request please contact us.

- The right to delete Personal Data. You have the right to request the deletion of your Personal Data, subject to certain exceptions. Once we receive and confirm your request, we will delete (and direct our Service Providers to delete) your personal information from our records, unless an exception applies. We may deny your deletion request if retaining the information is necessary for us or our Service Providers to:

  - Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.

  - Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.

  - Debug products to identify and repair errors that impair existing intended functionality.



Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.

Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 et. seq.).

Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.

Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.

Comply with a legal obligation.

Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

The right not to be discriminated against. You have the right not to be discriminated against for exercising any of your consumer's rights, including by:

Denying goods or services to you;

Charging different prices or rates for goods or services, including the use of discounts or other benefits or imposing penalties;

Providing a different level or quality of goods or services to you;

Suggesting that you will receive a different price or rate for goods or services or a different level or quality of goods or services.

#### Exercising Your CCPA Data Protection Rights

In order to exercise any of your rights under the CCPA, and if you are a California resident, you can contact us: You may request the information in writing at Traklist, LLC, ATTN: LEGAL, 17209 Chesterfield Airport Road, Chesterfield, MO 63005 and [info@traklist.com](mailto:info@traklist.com).

Only you, or a person registered with the California Secretary of State that you authorize to act on your behalf, may make a verifiable request related to your personal information.

Your request to us must:

Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative;

Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

We cannot respond to your request or provide you with the required information if we cannot:

Verify your identity or authority to make the request, and

Confirm that the personal information relates to you.

We will disclose and deliver the required information free of charge within 45 days of receiving your verifiable request. The time period to provide the required information may be extended once by an additional 45 days when reasonably necessary and with prior notice.

Any disclosures we provide will only cover the 12-month period preceding the verifiable request's receipt.

For data portability requests, we will select a format to provide your personal information that is readily usable and should allow you to transmit the information from one entity to another entity without hindrance.

#### Do Not Sell My Personal Information

You have the right to opt-out of the sale of your personal information. Once we receive and confirm a verifiable consumer request from you, we will stop selling your personal information.

To exercise your right to opt-out, please contact us.

#### "Do Not Track" Policy as Required by California Online Privacy Protection Act (CalOPPA)

Our Site does not respond to Do Not Track signals.

However, some third party websites do keep track of your browsing activities. If you are visiting such websites, you can set your preferences in your web browser to inform websites that you do not want to be tracked. you can enable or disable DNT by visiting the preferences or settings page of your web browser.

#### Children's Privacy

Our Site does not address anyone under the age of 13. We do not knowingly collect personally identifiable information from anyone under the age of 13. If you are a parent or guardian and you are aware that your child has provided us with Personal Data, please contact us. If we become aware that we have collected Personal Data from anyone under the age of 13 without verification of parental consent, we will take reasonable steps to remove that information from our servers.

If we need to rely on consent as a legal basis for processing your information and your country requires consent from a parent, we may require your parent's consent before we collect and use that information.

#### Your California Privacy Rights (California's Shine the Light law)

Under California Civil Code Section 1798 (California's Shine the Light law), California residents with an established business relationship with us can request information once a year about sharing their Personal Data with third parties for the third parties' direct marketing purposes.

If you'd like to request more information under the California Shine the Light law, and if you are a California resident, you can contact us using the contact information provided below.

#### California Privacy Rights for Minor Users (California Business and Professions Code Section 22581)

California Business and Professions Code Section 22581 allows California residents under the age of 18 who are registered users of online sites, services or applications to request and obtain removal of content or information they have publicly posted.

To request removal of such data, and if you are a California resident, you can contact us using the contact information provided below, and include the email address associated with your account.

Be aware that your request does not guarantee complete or comprehensive removal of content or information posted online and that the law may not permit or require removal in certain circumstances.

### **Childrens Online Privacy Protection Act Compliance**

We are in compliance with the requirements of COPPA (Childrens Online Privacy Protection Act), we do not collect any information from anyone under thirteen (13) years of age. Our Application, products and services are all directed to people who are at least thirteen (13) years old or older.

### **Online Privacy Policy Only**

This online Privacy Policy Application applies only to information collected through our Application and not to information collected offline.

### **Changes to our Privacy Policy**

If we decide to change our Privacy Policy, we will post those changes on this page.

### **Public Forums**

We may offer chat rooms, message boards, bulletin boards, or similar public forums where you and other users of our Application can communicate. The protections described in this Privacy Policy do not apply when you provide information (including personal information) in connection with your use of these public forums. We may use personally identifiable and non-personal information about you to identify you with a posting in a public forum. Any information you share in a public forum is public information and may be seen or collected by anyone, including third parties that do not adhere to our Privacy Policy. We are not responsible for events arising from the distribution of any information you choose to publicly post or share through the Application.

### **Keeping Your Information Secure**

We have implemented security measures we consider reasonable and appropriate to protect against the loss, misuse and alteration of the information under our control. Please be advised, however, that while we strive to protect your personally identifiable information and privacy, we cannot guarantee or warrant the security of any information you disclose or transmit to us online and are not responsible for the theft, destruction, or inadvertent disclosure of your personally identifiable information. In the unfortunate event that your “personally identifiable information” (as the term or similar terms are defined by any Applicable law requiring notice upon a security breach) is compromised, we may notify you by email (at our sole and absolute discretion) to the last email address you have provided us in the most expedient time reasonable under the circumstances; provided, however, delays in notification may occur while we take necessary measures to determine the scope of the breach and restore reasonable integrity to the system as well as for the legitimate needs of law enforcement if notification would impede a criminal

investigation. From time to time we evaluate new technology for protecting information, and when Appropriate, we upgrade our information security systems.

### **Contact and Opt-Out Information**

You may contact us as at [info@traklist.com](mailto:info@traklist.com) if: (a) you have questions or comments about our Privacy Policy; (b) wish to make corrections to any personally identifiable information you have provided; (c) want to opt-out from receiving future commercial correspondence, including emails, from us or our affiliated companies; or (d) wish to withdraw your consent to sharing your personally identifiable information with others. We will respond to your request and, if Applicable and Appropriate, make the requested change in our active databases as soon as reasonably practicable. Please note that we may not be able to fulfill certain requests while allowing you access to certain benefits and features of our Application.

### **Sole Statement**

This Privacy Policy as posted on the Application is the sole statement of our privacy policy with respect to the Application, and no summary, modification, restatement or other version thereof, or other privacy statement or policy, in any form, is valid unless we post a new or revised policy to the Application.

## **GDPR/PIPEDA Privacy**

### **Policy Legal Basis for Processing Personal Data under**

#### **GDPR and PIPEDA**

We may process Personal Data under the following conditions:

**Consent:** You have given Your consent for processing Personal Data for one or more specific purposes.

**Performance of a contract:** Provision of Personal Data is necessary for the performance of an agreement with You and/or for any pre-contractual obligations thereof.

**Legal obligations:** Processing Personal Data is necessary for compliance with a legal obligation to which the Company is subject.

**Vital interests:** Processing Personal Data is necessary in order to protect Your vital interests or of another natural person.

**Public interests:** Processing Personal Data is related to a task that is carried out in the public interest or in the exercise of official authority vested in the Company.

**Legitimate interests:** Processing Personal Data is necessary for the purposes of the legitimate interests pursued by the Company.

In any case, the Company will gladly help to clarify the specific legal basis that applies to the processing, and in particular whether the provision of Personal Data is a statutory or contractual requirement, or a requirement necessary to enter into a contract.

## **Your Rights under the GDPR and PIPEDA**

The Company undertakes to respect the confidentiality of Your Personal Data and to guarantee You can exercise Your rights.

You have the right under this Privacy Policy, and by law if You are within the EU, to:

**Request access to Your Personal Data.** The right to access, update or delete the information We have on You. Whenever made possible, you can access, update or request deletion of Your Personal Data directly within Your account settings section.

If you are unable to perform these actions yourself, please contact Us to assist You.

This also enables You to receive a copy of the Personal Data We hold about You.

**Request correction of the Personal Data that We hold about You.** You have the right to have any incomplete or inaccurate information We hold about You corrected.

**Object to processing of Your Personal Data.** This right exists where We are relying on a legitimate interest as the legal basis for Our processing and there is something about Your particular situation, which makes You want to object to our processing of Your Personal Data on this ground. You also have the right to object where We are processing Your Personal Data for direct marketing purposes.

**Request erasure of Your Personal Data.** You have the right to ask Us to delete or remove Personal Data when there is no good reason for Us to continue processing it.

**Request the transfer of Your Personal Data.** We will provide to You, or to a third-party You have chosen, Your Personal Data in a structured, commonly used, machine-readable format. Please note that this right only applies to automated information which You initially provided consent for Us to use or where We used the information to perform a contract with You.

**Withdraw Your consent.** You have the right to withdraw Your consent on using your Personal Data. If You withdraw Your consent, We may not be able to provide You with access to certain specific functionalities of the Service.

## **Exercising of Your GDPR/PIPEDA Data Protection Rights**

You may exercise Your rights of access, rectification, cancellation and opposition by contacting Us. Please note that we may ask You to verify Your identity before responding to such requests. If You make a request, We will try our best to respond to You as soon as possible. You have the right to complain to a Data Protection Authority about Our collection and use of Your Personal Data. For more information, if You are in the European Economic Area (EEA), please contact Your local data protection authority in the EEA.

**This Privacy Policy was last revised on September 1, 2023.**

**COPYRIGHT POLICY**

Traklist, LLC (the “Company”) and/or [www.traklist.com](http://www.traklist.com) and/or the Application, and/ or the licensors (collectively, the “Website”), the Application, the Company’s licensors, or all of the preceding, respects the intellectual property interests of other parties. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide the Company’s copyright agent the written information specified below. Please note that this procedure is exclusively for notifying the Company and its affiliates that your copyrighted material has been infringed:

An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;

A copy of the copyrighted work that you claim has been infringed, or a description of the copyrighted work, including the URL (i.e., web page address) of the location where the copyrighted work exists;

Identification of the URL or other specific location on the Application where the material that you claim is infringing is located;

A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;

A statement by you, made under penalty of perjury, that the information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf; and

Your address, telephone number, and e-mail address.

The Company’s Copyright Agent for notice of claims of copyright infringement on its site can be reached as follows:

**Copyright Agent:**

*Adelman Matz PC  
1159 Second Avenue,  
Suite 153  
New York, NY 10065  
phone: (646) 650-2207  
email: [g@adelmanmatz.com](mailto:g@adelmanmatz.com)*