

## **Srb Tracking – Terms of Use**

The following terms and conditions govern all use of Srb Tracking mobile applications and services (Applications). The Applications are offered subject to your acceptance without modification of all of the terms and conditions contained herein and all other operating rules, policies (including, without limitation, Srb Tracking Privacy Policy).

Please read this Agreement carefully before accessing or using the Applications. By accessing or using the Applications, you agree to become bound by the terms and conditions of this agreement. If you do not agree to all the terms and conditions of this agreement, then you may not access or use the Applications. Acceptance is expressly limited to these terms.

### **1. Use of Our Service**

Srb Tracking is a location sharing and communication app for smartphones. With Srb Tracking, you can see your entire family on a private map, stay in touch 24/7 and protect your loved ones, You can track your vehicles and business employees as well. Subscribers of Premium Subscription also enjoy access to unlimited Place alerts in Srb Tracking Places, extended location history and more.

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

### **2. Your Srb Tracking Account.**

If you create Srb Tracking account, you are responsible for maintaining the security of your account, and you are fully responsible for all activities that occur under the account and any other actions taken in connection with the account. You must

immediately notify Srb Tracking of any unauthorized uses of your account or any other breaches of security. Srb Tracking will not be liable for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions.

### **3. Submitting Content.**

By submitting Content to Srb Tracking for inclusion in the Applications, you grant Srb Tracking a world-wide, royalty-free, and non-exclusive license to reproduce, modify, adapt and publish the Content solely for the purpose of displaying to the person with whom you were paired, or from whom you were waiting to confirm pairing, at the time of submission. If you delete Content, Srb Tracking will use reasonable efforts to remove it from the database, but you acknowledge that caching or references to the Content may not be made immediately unavailable.

There is no tolerance for objectionable content or abusive users. Without limiting any of those representations or warranties, Srb Tracking has the right (though not the obligation) to, at Srb Tracking sole discretion (i) refuse or remove any content that, in Srb Tracking reasonable opinion, violates any Srb Tracking policy or is in any way harmful or objectionable, or (ii) terminate or deny access to and use of the Applications to any individual or entity for any reason, at Srb Tracking sole discretion. Srb Tracking will have no obligation to provide a refund of any amounts previously paid.

### **4. Content Posted on Other Websites.**

We have not reviewed, and cannot review, all of the material made available through the websites and webpages to which the Applications link, and that link to the Applications. Srb Tracking does not have any control over those websites, and is not responsible for their contents or their use. By linking to such website or webpage, Srb Tracking does not represent or imply that it endorses such website or webpage. Srb Tracking disclaims any responsibility for any harm resulting from your use of these websites and webpages.

## **5. Intellectual Property.**

This Agreement does not transfer from Srb Tracking to you any Srb Tracking or third party intellectual property, and all right, title and interest in and to such property will remain (as between the parties) solely with Srb Tracking. Srb Tracking, and all other trademarks, service marks, graphics and logos used in connection with the Applications are trademarks or registered trademarks of Srb Tracking or Srb Tracking licensors. Other trademarks, service marks, graphics and logos used in connection with the Applications may be the trademarks of other third parties. Your use of the Applications grants you no right or license to reproduce or otherwise use any Srb Tracking or third-party trademarks.

## **6. Advertisements.**

Srb Tracking reserves the right to display advertisements in the Applications.

## **7. Changes.**

Srb Tracking reserves the right, at its sole discretion, to modify or replace any part of this Agreement. It is your responsibility to check this Agreement periodically for changes. Your continued use of or access to the Applications following the posting of any changes to this Agreement constitutes acceptance of those changes. Srb Tracking may also, in the future, offer new services and/or features through the Applications (including, the release of new tools and resources). Such new features and/or services shall be subject to the terms and conditions of this Agreement.

## **8. Termination.**

Srb Tracking may terminate your access to all or any part of the Applications at any time, with or without cause, with or without notice, effective immediately. If you wish to terminate this Agreement or your account (if you have one), you may simply discontinue using the Applications, or you may request account

deletion by emailing [srbtrackingapp@gmail.com](mailto:srbtrackingapp@gmail.com) . Your data will be deleted within thirty (30) days. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

## **9. Disclaimer of Warranties.**

The Applications are provided as is. Srb Tracking and its suppliers and licensors hereby disclaim all warranties of any kind, expressed or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. Neither Srb Tracking nor its suppliers and licensors, makes any warranty that the Applications will be error free or that access thereto will be continuous or uninterrupted. You understand that you download from, or otherwise obtain content or services through, the Applications at your own discretion and risk.

## **10. Srb Tracking Premium**

a) Premium is a paid subscription service from Srb Tracking that includes (where available):

- Unlimited number of Circles (up to 1 in free version)
- Unlimited number of Place alerts (up to 1 in the free version)
- Location history for 2 weeks (up to 1 day in free version)
- Invisible mode - Schedule alerts

b) Billing Policies.

If you elect to use Premium Subscription, you agree to the pricing and payment terms, as we may update them from time to time. Srb Tracking may add new services for additional fees and charges, or amend fees and charges for existing services, at any time in its sole discretion. Any change to our pricing or payment terms shall become effective in the billing cycle following notice of such change to you as provided in this Agreement.

### c) Pricing and Payment Terms

Srb Tracking Subscription is payable in advance. All subscription and access charges for the Service are payable in advance. Srb Tracking reserves the right to offer free trial period, that will automatically renew to a paid subscription at the trial's end. Srb Tracking is not responsible for any charges or expenses you incur resulting from charges billed by Srb Tracking in accordance with the Terms of Service (e.g. overdrawn accounts, exceeding credit card limit, etc.). By providing a credit card number or other payment method with advance authorization features (e.g. some PayPal accounts), you authorize Srb Tracking to continue charging the payment method for all charges due Srb Tracking until your Premium Subscription account is settled and is terminated by either you or Srb Tracking.

### d) Refunds.

- You purchased a Subscription or enabled a trial on the App Store: if you are eligible for a refund, you'll have to request it directly from Apple. To request a refund, follow these instructions from the Apple support page.
- You purchased a Subscription or enabled a trial on Google Play: if you are eligible for a refund, you'll have to request it directly from Google. To request a refund, follow these instructions from the Google's support page.
- If you purchased a Subscription or enabled a trial on our website, payments made to us are generally not refundable. However, there are a few exceptions that can lead to a positive response to a refund request.

As soon as your subscription period expires, we will not be able to refund you as the service will be considered consumed in full, unless otherwise provided by applicable law.

### e) Refund and Money-Back Policy for Subscriptions Purchased on Our Websites.

Below are the cases when a refund is more likely to be approved.

- If you have certain refund rights under applicable laws. In this case, you should justify your refund request and submit all relevant documentation that supports your right to receive a refund.
- In case of a confirmed bug that prevents you from using the application properly. To determine whether an issue you are experiencing is a bug, you will need to provide all the necessary technical information to our Support Team. You will also need to get confirmation from them.
- If you apply for a refund under our Money-Back policy and meet all the conditions set. Please see the Money-back policy rules below.

#### f) Money-back policy

If you purchased the Subscription directly on our website and the money-back option was presented to you during checkout, you are eligible to receive a refund if you did not get visible results with our App, provided that all of the following conditions are met:

- you contact us within 30 days after your initial purchase and before the end of your subscription period; and
- you have followed and actively used our App program (i) for at least 14 consecutive days within the first subscription period after the purchase (for monthly and more lengthy subscription periods), and
- you are able to demonstrate that you have followed the App program pursuant to the requirements stated below in Section “How to demonstrate that you have followed the App program”.

#### HOW TO DEMONSTRATE THAT YOU HAVE FOLLOWED THE APP PROGRAM

You can demonstrate that you have followed the program by fulfilling the following simple condition: You provide screenshots

from the app proving that you have finished at least 14 consecutive sessions for monthly and longer subscription periods.

Generally, if you do not meet the conditions of our Money-Back Guarantee set out above, the fees you have paid are non-refundable and/or non-exchangeable, unless otherwise stated herein or as required by applicable law. In addition, certain refund requests may be considered by our company on a case-by-case basis and granted at our sole discretion. A refund can usually be claimed only during the subscription period. If the subscription period has expired before you make a request for a refund, we will not be able to provide you with a refund. Note that refunds can only be made to the payment method used to purchase the service.

### **11. Limitation of Liability.**

In no event will Srb Tracking, or its suppliers or licensors, be liable with respect to any subject matter of this agreement under any contract, negligence, strict liability or other legal or equitable theory for: (i) any special, incidental or consequential damages; (ii) the cost of procurement for substitute products or services; (iii) for interruption of use or loss or corruption of data; or (iv) for any amounts that exceed the fees paid by you to Srb Tracking under this agreement during the twelve (12) month period prior to the cause of action. Srb Tracking shall have no liability for any failure or delay due to matters beyond their reasonable control. The foregoing shall not apply to the extent prohibited by applicable law.

### **12. General Representation and Warranty.**

You represent and warrant that (i) your use of the Applications will be in strict accordance with Srb Tracking Privacy Policy, with this Agreement and with all applicable laws and regulations (including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from the United States or

the country in which you reside) and (ii) your use of the Applications will not infringe or misappropriate the intellectual property rights of any third party.

### **13. Indemnification.**

You agree to indemnify and hold harmless Srb Tracking, its contractors, and its licensors, and their respective directors, officers, employees and agents from and against any and all claims and expenses, including attorneys' fees, arising out of your use of the Applications, including but not limited to your violation of this Agreement.

### **14. Miscellaneous.**

This Agreement constitutes the entire agreement between Srb Tracking and you concerning the subject matter hereof, and they may only be modified by a written amendment signed by an authorized executive of Srb Tracking, or by the posting by Srb Tracking of a revised version. Except to the extent applicable by law, if any, provides otherwise, this Agreement, access to or use of the Applications will be governed by the laws of the United States, excluding its conflict of law provisions, and the proper venue for any disputes arising out of or relating to any of the same will be the courts located in Newark, Delaware, the United States. Except for claims for injunctive or equitable relief or claims regarding intellectual property rights (which may be brought in any competent court without the posting of a bond), any dispute arising under this Agreement shall be finally settled in accordance with the arbitration rules. The arbitration shall take place in Newark, Delaware, the United States, in the English language and the arbitral decision may be enforced in any court. The prevailing party in any action or proceeding to enforce this Agreement shall be entitled to costs and attorneys' fees. If any part of this Agreement is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of this



Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. You may assign your rights under this Agreement to any party that consents to, and agrees to be bound by, its terms and conditions; Srb Tracking may assign its rights under this Agreement without condition. This Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.

## **15. Contact.**

Please contact us [srbtrackingapp@gmail.com](mailto:srbtrackingapp@gmail.com) with any questions regarding this Agreement.

This Agreement was last modified on June 5th, 2023.