

TeleSafety Terms of Use and End User License Agreement

Last Updated: June 29, 2026

Welcome, and thank you for your interest in TeleSafety (“**TeleSafety**,” “**we**,” or “**us**”) and our website at <http://www.TeleSafety.com> (our “**Websites**”); our mobile application (our “**App**”); and any related websites, networks, applications, and other services provided by us (collectively, with the Website and App, our “**Service**”). These Terms of Service and End User License Agreement, including TeleSafety’s Privacy Policy (collectively, the “**Terms**”) are a legally binding contract between you and TeleSafety regarding your use of our Service. Please read these Terms carefully.

PLEASE NOTE THAT TELESAFETY ONLY PROVIDES AN ONLINE PLATFORM TO CONNECT USERS WITH ARTIFICIAL INTELLIGENCE AND/OR SAFETY PROFESSIONALS FOR DIGITAL INTERFACING. DO NOT USE OUR SERVICE FOR EMERGENCIES. IF YOU ARE EXPERIENCING AN EMERGENCY, YOU SHOULD IMMEDIATELY CALL "911".

BY CLICKING “I ACCEPT,” COMPLETING THE REGISTRATION PROCESS, OR BY DOWNLOADING, INSTALLING, OR OTHERWISE ACCESSING OR USING OUR SERVICE, YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD, AND AGREE TO BE BOUND THESE TERMS . IF YOU ARE NOT ELIGIBLE, OR DO NOT AGREE TO THE TERMS, THEN YOU DO NOT HAVE OUR PERMISSION TO USE OUR SERVICE.

IF YOU SUBSCRIBE TO OUR SERVICE, YOUR SUBSCRIPTION WILL BE AUTOMATICALLY RENEWED AT TELESAFETY’S THEN-CURRENT FEE FOR SUCH SERVICES UNLESS AND UNTIL YOU OPT OUT OF THE AUTOMATIC RENEWAL IN ACCORDANCE WITH SECTION 4.7 BELOW.

PLEASE BE AWARE THAT SECTION 16 OF THIS AGREEMENT, BELOW, CONTAINS PROVISIONS GOVERNING HOW CLAIMS THAT YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS THAT AROSE OR WERE ASSERTED PRIOR TO THE DATE THIS AGREEMENT IS ACCEPTED. IN PARTICULAR, IT CONTAINS AN ARBITRATION AGREEMENT WHICH WILL, WITH LIMITED EXCEPTIONS, REQUIRE DISPUTES BETWEEN US TO BE SUBMITTED TO BINDING AND FINAL ARBITRATION. UNLESS YOU OPT OUT OF THE ARBITRATION AGREEMENT: (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AND SEEK RELIEF AGAINST US ON AN INDIVIDUAL BASIS OR, IF YOU ARE USING THE SERVICE AS AN AUTHORIZED REPRESENTATIVE OF AN ENTITY, ORGANIZATION, OR COMPANY, ON BEHALF OF AN ENTITY, ORGANIZATION, OR COMPANY, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING; AND (2) YOU ARE WAIVING YOUR RIGHT TO SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL ON YOUR CLAIMS.

ANY DISPUTE OR CLAIM RELATING IN ANY WAY TO YOUR USE OF THE SERVICE WILL BE GOVERNED AND INTERPRETED BY AND UNDER THE LAWS OF THE STATE OF DELAWARE,

CONSISTENT WITH THE FEDERAL ARBITRATION ACT, WITHOUT GIVING EFFECT TO ANY PRINCIPLES THAT PROVIDE FOR THE APPLICATION OF THE LAW OF ANY OTHER JURISDICTION. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXPRESSLY EXCLUDED FROM THIS AGREEMENT.

1. Service Overview.

1.1 TeleSafety Service. TeleSafety provides an online platform to connect users with artificial intelligence and/or qualified individuals with knowledge of workplace safety regulations in the United States for digital interfacing. TeleSafety artificial intelligence and/or team members are trained in providing users feedback through the App interface. **TeleSafety artificial intelligence and/or team members are not authorized to provide services requiring professional licensure (e.g., engineering services).** TeleSafety does not represent or warrant that any artificial intelligence output, employee, contractor, reviewer, consultant, or other individual providing information through the Service is a licensed professional engineer, Certified Safety Professional (CSP), Construction Health and Safety Technician (CHST), Certified Industrial Hygienist (CIH), OSHA consultant, attorney, or other licensed or certified professional unless expressly identified in writing. While we take certain steps to background check and provide skills training to our team members, you acknowledge that we do not guarantee the verification of the degrees, qualifications, licensure, certification, credentials, or competence of any TeleSafety team member. **Your interactions with TeleSafety artificial intelligence and/or team members are not intended to defer or serve as a substitute for professional safety services.** While our Service will help you communicate with TeleSafety artificial intelligence or team members, TeleSafety makes no representation or warranty whatsoever as to the accuracy of the information you receive from artificial intelligence or team members or whether you will find the artificial intelligence and/or team member feedback relevant, useful, correct, satisfactory or suitable to your needs.

1.2 Emergency. DO NOT USE OUR SERVICE FOR EMERGENCIES. IF YOU ARE EXPERIENCING AN EMERGENCY, YOU SHOULD IMMEDIATELY CALL "911".

1.3 User's Responsibility for Safety. IT IS YOUR RESPONSIBILITY TO SEEK THE ADVICE OF A CERTIFIED SAFETY PROFESSIONAL OR OTHER QUALIFIED SAFETY PROFESSIONAL FOR YOUR SAFETY NEEDS. YOU SHOULD NEVER RELY ON OR MAKE SAFETY DECISIONS BASED ON YOUR USE OF THIS SERVICE. UNDER NO CIRCUMSTANCES CAN TELESAFETY OR OUR SERVICE REPLACE PROFESSIONAL SAFETY SERVICES. THE TELESAFETY APP IS DESIGNED TO SUPPLEMENT AN EXISTING SAFETY PROGRAM.

1.3A Regulatory Compliance. TeleSafety does not certify or guarantee compliance with OSHA, MSHA, ANSI, NFPA, state, local, insurance, contractual, or other workplace safety

requirements. The Service is intended solely as a supplemental informational tool. Compliance with all applicable laws, regulations, standards, permits, and contractual obligations remains solely the responsibility of the employer, contractor, owner, or other responsible party.

1.3B Employer Responsibility. Employers, contractors, project owners, supervisors, competent persons, safety managers, and other responsible individuals retain exclusive responsibility for maintaining safe workplaces, identifying hazards, implementing corrective actions, supervising employees, conducting inspections, providing training, supplying appropriate personal protective equipment, complying with applicable laws, and making all workplace safety decisions. Nothing within the Service transfers or delegates these responsibilities to TeleSafety.

1.3C Image and Video Analysis. Any analysis of photographs, videos, livestreams, drone footage, or other visual content is inherently limited by image quality, lighting, viewing angle, obstruction, camera position, resolution, timing, environmental conditions, and other factors. TeleSafety does not represent or warrant that all hazards, unsafe conditions, code violations, or regulatory issues will be identified or detected. Users remain solely responsible for conducting appropriate inspections and verifying all conditions in the field. The absence of an alert, warning, recommendation, or identified hazard shall not be interpreted as confirmation that no hazard exists or that a workplace is safe or compliant. Users acknowledge that field conditions may change immediately after any image, video, livestream, or inspection is captured, and TeleSafety has no duty to monitor continuing or changing site conditions

1.4 Confidentiality. NO ATTORNEY CLIENT PRIVILEGE IS CREATED BY USING INFORMATION AND/OR SERVICES PROVIDED BY OR THROUGH THE USE OF OUR SERVICE OR THROUGH ANY OTHER COMMUNICATIONS FROM US. However, communications on our Service are covered by our Privacy Policy.

1.5 Service Content. To the fullest extent permitted by law, TeleSafety makes no representation or warranties about the accuracy, completeness, or suitability of our Service for any purpose. TeleSafety is not liable or responsible for the accuracy, reliability, effectiveness, or correct use of information you receive through our Service or any consequences of your reliance on any advice or information received on our Service. Reliance on any information provided by TeleSafety, TeleSafety artificial intelligence, TeleSafety team members, employees, or other visitors to our Service or affiliates of TeleSafety is solely at your own risk.

Artificial Intelligence Output. The Service uses artificial intelligence and machine learning technologies that may generate incomplete, inaccurate, outdated, inconsistent, or incorrect information, analyses, recommendations, or conclusions. Artificial intelligence output should be

considered informational only and must be independently reviewed and verified by qualified personnel before being relied upon for any purpose. Users assume all responsibility for evaluating and verifying any information generated by the Service.

2. Accounts and Registration.

2.1 Account Creation. To access most features of our Service, you must register for an account ("**Account**") and create a username and password. When you register for an Account, you may be required to provide us with information about yourself, including your name, street address, email address, phone number and date of birth. You agree that the information you provide to us is accurate and that you will keep it accurate and up-to-date at all times. If you provide any information that is untrue, inaccurate, not current or incomplete, or TeleSafety has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, TeleSafety has the right to suspend or terminate your Account and refuse any and all current or future use of our Service. For more information on how we use and disclose this information, please see our Privacy Policy.

2.2 Certain Restrictions. The rights granted to you in the Terms are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit our Service or any portion of our Service, (b) you shall not frame or utilize framing techniques to enclose any trademark or logo (including images, text, page layout or form) of TeleSafety; (c) you shall not use any metatags or other "hidden text" using TeleSafety's name or trademarks; (d) you shall not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of our Service except to the extent the foregoing restrictions are expressly prohibited by applicable law; (e) you shall not use any manual or automated software, devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to "scrape" or download data from any web pages contained in our Service (except that we grant the operators of public search engines revocable permission to use spiders to copy materials from our Service for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials); (f) you shall not access our Service in order to build a similar or competitive website, application or service; (g) except as expressly stated herein, no part of our Service may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means; and (h) you shall not remove or destroy any copyright notices or other proprietary markings contained on or in our Service. Any future release, update or other addition to our Service shall be subject to the Terms. TeleSafety, its suppliers and service providers reserve all rights not granted in the Terms. Any unauthorized use of our Service terminates the licenses granted to you by TeleSafety pursuant to the Terms.

2.3 Account Eligibility. You must be at least 18 years old to use our Service. By agreeing to these Terms, you represent and warrant to us that: (i) you are at least 18 years old; (ii) you have not previously been suspended or removed from our Service; (iii) your registration and your use of our Service is in compliance with any and all applicable laws and regulations, and (iv) you are using the Service in your individual capacity, and not on behalf of an entity, organization, or company or, if using on behalf of an entity, organization, or company you are an authorized representative of such entity, organization, or company.

2.4 Account Responsibilities. You are solely responsible for maintaining the confidentiality of your Account username and password and for locking your device and/or logging out of the App to protect the privacy of the information on your device. You accept full responsibility for all activities that occur under and in connection with your Account. You agree to immediately notify TeleSafety of any unauthorized use, or suspected unauthorized use of your Account or any other breach of security at help@TeleSafety.com. TeleSafety cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.

2.5 No Ownership or Interests. Notwithstanding anything to the contrary herein, you acknowledge and agree that you shall have no ownership or other property interest in your Account, and you further acknowledge and agree that all rights in and to your Account are and shall forever be owned by and inure to the benefit of TeleSafety.

3. License

3.1 Limited License. Subject to your complete and ongoing compliance with all the Terms, TeleSafety grants you: (i) a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to install one copy of our App downloaded from a legitimate marketplace, and to use such App so installed solely in object code format and solely for your personal use for lawful purposes, on mobile devices that you own or control, and (ii) permission to access and use our Service for your personal use.

3.2 License Restrictions. Except if, and solely to the extent that, such a restriction is impermissible under applicable law, by using our Service, you agree not to engage in any prohibited conduct as stated in Section 8. If you access or download our App through the Apple App Store (“**iOS App**”), you will only use the iOS App (i) on an Apple-branded product that runs Apple’s proprietary operating system (e.g., iOS) and (ii) as permitted by Section 7.4. If you access or download our App through the Google Play Store (the “**Android App**”), you will only use the Android App (x) on a product that runs Android’s proprietary operating system and (y) as permitted by Section 7.4. TeleSafety, its suppliers and service providers reserve all rights not granted in the Terms. TeleSafety may terminate your license at any time for any unauthorized use of our Service or breach of this Agreement.

3.3 Updates. You understand that our Service may evolve over time. As a result, TeleSafety may require you to accept updates to our Service that you have installed on your computer or mobile device. You acknowledge and agree that TeleSafety may update our Service with or without notifying you. You may need to update third-party software from time to time in order to use our Service. The terms App and Service, as used herein, includes any update or modification to our App or Service made available to you by TeleSafety, unless TeleSafety provides separate terms. Unless otherwise stated at the time of download, any future release, update or other addition to our Service shall be subject to then current version of these Terms.

3.4 Feedback. If you choose to provide input and suggestions regarding problems with or proposed modifications or improvements to our Service ("**Feedback**"), then you hereby grant TeleSafety an unrestricted, perpetual, irrevocable, non-exclusive, fully-paid, royalty-free right to use the Feedback in any manner and for any purpose, including to improve our Service and create other products and services.

4. Payment Terms.

4.1 General Payment Terms. Certain features of the Service may require you to pay fees. Before you pay any fees, you will have an opportunity to review and accept the fees that you will be charged. All fees are in U.S. Dollars and, unless otherwise stated, are non-refundable.

4.2 Prices. We offer paid subscriptions to certain features of our Service ("**Subscription Services**") and any applicable fees for the Subscription Services ("**Subscription Fees**") are set forth and MAY BE made available on our Website and in our App. These Subscription Services and Subscription Fees may be updated by TeleSafety from time to time. TeleSafety may change the fees for any feature of our Service, including additional fees or charges, provided that TeleSafety gives you advance notice of changes before they apply. TeleSafety, at its sole discretion, may make promotional offers with different features and different pricing to any of its customers. These promotional offers, unless made to you, will have no bearing whatsoever on this contract.

4.3 Sponsoring Entities. TeleSafety works with third party entities, including employers, which may pay for or sponsor some or all of the cost of certain users' Subscription Fees (each a "**Sponsoring Entity**"). If your subscription is paid for, in whole or in part, by a Sponsoring Entity, any applicable adjustments to our standard pricing will be reflected in your bill for the Subscription Services. In the event that TeleSafety discontinues its relationship with your Sponsoring Entity, your Sponsoring Entity ceases to pay for their portion of your Subscription Fees, or you cease to be affiliated with the Sponsoring Entity, you may be required purchase a subscription, or pay additional fees, for continued access to the Subscription Services.

4.4 Payment Terms; Authorization. You authorize TeleSafety, AND RELATED THIRDPARTY AFFILIATES, including without limitation Occupational Safety & Environmental Assoc., Inc., to charge all sums charged to your Account as described in these Terms at the time a fee or charge is due and payable. If you pay any fees with a credit card (**"Payment Provider"**), TeleSafety or its payment processor may seek pre-authorization of your credit card prior to your purchase to verify that the credit card is valid and has the necessary funds or credits applicable to cover your purchase. Your Payment Provider agreement governs your use of the designated credit card, and you should refer to that agreement and not the Terms to determine your rights and liabilities. By providing TeleSafety with your credit card number, you agree that TeleSafety is authorized to immediately invoice your Account for all fees and charges due and payable to TeleSafety hereunder and that no additional notice or consent is required. You agree to immediately notify TeleSafety of any change in your billing address or the credit card used for payment hereunder. TeleSafety reserves the right at any time to change its prices and billing methods, either immediately upon posting on our Service or by e-mail delivery to you, in either case in our sole discretion.

4.5 Taxes. TeleSafety's fees are net of any applicable Sales Tax. If any Services, or payments for any Services, under the Terms are subject to Sales Tax in any jurisdiction and you have not remitted the applicable Sales Tax to TeleSafety, you will be responsible for the payment of such Sales Tax and any related penalties or interest to the relevant tax authority, and you will indemnify TeleSafety for any liability or expense we may incur in connection with such Sales Taxes. Upon our request, you will provide us with official receipts issued by the appropriate taxing authority, or other such evidence that you have paid all applicable taxes. For purposes of this section, **"Sales Tax"** shall mean any sales or use tax, and any other tax measured by sales proceeds, that TeleSafety is permitted to pass to its customers, that is the functional equivalent of a sales tax where the applicable taxing jurisdiction does not otherwise impose a sales or use tax.

4.6 Withholding Taxes. You agree to make all payments of fees to TeleSafety free and clear of, and without reduction for, any withholding taxes. Any such taxes imposed on payments of fees to TeleSafety will be your sole responsibility, and you will provide TeleSafety with official receipts issued by the appropriate taxing authority, or such other evidence as we may reasonably request, to establish that such taxes have been paid.

4.7 Subscription Service; Automatic Renewal. If you activate or update Subscription Services through our Service, you authorize TeleSafety to periodically charge, on a going-forward basis and until cancellation of either the recurring payments or your Account, all accrued sums on or before the payment due date for the accrued sums. YOUR SUBSCRIPTION WILL CONTINUE INDEFINITELY UNTIL TERMINATED IN ACCORDANCE WITH THE TERMS. After your initial

subscription period, and again after any subsequent subscription period, your subscription will automatically commence on the first day following the end of such period (each a “**Renewal Commencement Date**”) and continue for an equivalent period, at TeleSafety’s then-current price for such subscription. You agree that your Account will be subject to this automatic renewal feature unless you cancel your subscription prior to the scheduled automatic payment. IF YOU DO NOT WISH FOR YOUR SUBSCRIPTION TO RENEW AUTOMATICALLY, OR IF YOU WISH TO CHANGE OR TERMINATE YOUR SUBSCRIPTION, PLEASE CONTACT TELESAFETY **TO EXPRESS YOUR SPECIFIC INTENT**. If you cancel your subscription, you will no longer be able to interface with the TeleSafety artificial intelligence or team members and you will no longer receive reports from the Service and your subscription will not be renewed after your then-current term expires. If you cancel your subscription, you will NOT receive a prorated refund of any portion of the subscription fee paid for the then-current subscription period. Upon renewal of your subscription, if TeleSafety does not receive payment from your Payment Provider, (i) you agree to pay all amounts due on your Account upon demand, and/or (ii) you agree that TeleSafety may either terminate or suspend your subscription and continue to attempt to charge your Payment Provider until payment is received (upon receipt of payment, your Account will be activated and for purposes of automatic renewal, your new subscription commitment period will begin as of the day payment was received).

4.8 Delinquent Accounts. TeleSafety reserves the right to suspend or terminate your Subscription Services for any Account for which any amount is due but unpaid. In addition to the amount due for the Subscription Service, such Accounts will be charged with fees or charges that are incidental to any chargebacks or collection of any such unpaid amounts including collection fees.

4.9 Disputes. You must notify us in writing within seven (7) days after receiving your credit card statement, if you dispute any of our charges on that statement or such dispute will be deemed waived. Billing disputes should be notified to the following address experts@telesafety.com

5. Ownership; Proprietary Rights.

5.1 TeleSafety Property. Our Service is owned and operated by us in conjunction with our partner Occupational Safety & Environmental Assoc., Inc. The visual interfaces, graphics, design, compilation, information, data, computer code (including source code or object code), products, software, services, and all other elements of the Service (“**Materials**”) provided by TeleSafety are protected by intellectual property and other laws. All Materials included in our Service are the property of TeleSafety or our third-party licensors. Except as expressly authorized by TeleSafety, you may not make use of the Materials. TeleSafety reserves all rights to the Materials not granted expressly in these Terms.

5.2 Trademarks. TeleSafety and other related graphics, logos, service marks and trade names used on or in connection with our Service are the trademarks of TeleSafety and may not be used without permission in connection with any third-party products or services. Other trademarks, service marks and trade names that may appear on or in our Service are the property of their respective owners.

5.3 Other Content. Except with respect to User Content as defined in Section 6, you agree that you have no right or title in or to any content that appears on or in our Service.

6. User Content.

6.1 User Content Generally. Certain features of our Service may permit users to upload content to our Service, including messages, photos, images, data, text, and other types of works (“**User Content**”) and to make your User Content available through messages on our Service. You retain any copyright and other proprietary rights that you may hold in the User Content that you provide to our Service.

6.2 Limited License Grant to TeleSafety. By submitting User Content, you grant TeleSafety a worldwide, non-exclusive, royalty-free, fully paid right and license (with the right to sublicense) to host, store, transfer, display, perform, reproduce, modify, and distribute your User Content, in whole or in part, in any media formats and through any media channels now known or hereafter developed, for the purpose of sending messages and communicating through the Service and operating and maintaining the Service and as otherwise described in this Agreement. In addition to the foregoing, Licensee agrees that Licensor may use, maintain, and store the User Content in perpetuity, and Licensee hereby grants to Licensor a non-exclusive, royalty-free, irrevocable worldwide license to use, modify, and adapt the User Content to train, develop, adapt, modify, enhance, or improve the App or any other product or service, including for the purpose of training artificial intelligence features and upgrades.

6.3 User Content Representations and Warranties. We expressly disclaim any and all liability in connection with User Content. You are solely responsible for your User Content and the consequences of posting or publishing User Content. By submitting, posting, publishing or sharing User Content, you affirm, represent, and warrant each of the following statements:

a) You are the creator and owner of the User Content, or have the necessary licenses, rights, consents, and permissions to authorize TeleSafety to use and distribute your User Content as necessary to exercise the licenses granted by you in this Section, in the manner contemplated by TeleSafety, the Service, and these Terms.

b) Your User Content, and the use of your User Content as contemplated by these Terms, does not and will not: (i) infringe, violate, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any

other intellectual property or proprietary right; or (ii) slander, defame, libel, or invade the right of privacy, publicity or other property rights of any other person.

c) Your User Content is accurate and up to date, is not fraudulent, misleading, unlawful, inappropriate, or obscene, and does not violate any law or regulation, or constitute false advertising or any other unfair business practice.

6.4 User Content Disclaimer. We are under no obligation to edit or control User Content and will not be in any way responsible or liable for User Content. TeleSafety may, however, at any time and without prior notice, screen, remove, edit, or block any User Content that in our sole judgment violates these Terms, contains personally identifiable information, violates our policies for use of the Service or is otherwise objectionable. If User Content does not conform to these Terms, we may determine in our sole discretion whether to remove the User Content, which we reserve the right to do at any time and without notice. For clarity, TeleSafety does not permit copyright-infringing activities on the Service.

6.5 Monitoring Content. TeleSafety does not control and does not have any obligation to monitor: (i) submitted content; (ii) any content made available by third parties, artificial intelligence or team members; or (iii) the use of the Service by its users. You acknowledge and agree that TeleSafety reserves the right to, and may from time to time, monitor any and all information transmitted or received through the Service for operational and other purposes. If at any time, TeleSafety chooses, in its sole discretion, to monitor the content, TeleSafety nonetheless assumes no responsibility or liability for the content or any loss or damage of any kind incurred as a result of the use of such content. During monitoring, information may be examined, recorded, copied and used in accordance with our Privacy Policy.

6.6 Backups. You are solely responsible for maintaining backups of your User Content outside the Service, and TeleSafety will have no liability whatsoever to you arising out of or in connection with any loss, compromise, or corruption of any data you may submit, receive, transmit, or store through the Service. Once you terminate your Account, you may no longer have access to retrieve or obtain any of your User Content.

7. Third-Party Terms

7.1 Third-Party Websites, Applications & Ads. Our Service may contain links to third-party websites (“**Third-Party Websites**”) and applications (“**Third-Party Applications**”) and advertisements for third parties (“**Third-Party Ads**”). When you click on a link to a Third-Party Website, Third-Party Application or Third-Party Ad, we may not warn you that you have left our App, Website, or Service and are subject to the terms and conditions (including privacy policies) of another website or destination. Such Third-Party Websites, Third-Party Applications and Third-Party Ads are not under the control of TeleSafety. TeleSafety is not responsible for any

Third-Party Websites, Third-Party Applications or Third-Party Ads. TeleSafety provides these Third-Party Websites, Third-Party Applications and Third-Party Ads only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Websites, Third-Party Applications or Third-Party Ads, or their products or services. You use all links in Third-Party Websites, Third-Party Applications and Third-Party Ads at your own risk. When you leave our App, Website, or Service, our Terms and policies no longer govern. You should review applicable terms and policies, including privacy and data gathering practices, of any Third-Party Websites or Third-Party Applications, and should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.

7.2 Carrier Services and Fees. Your use of our Service may be subject to separate third-party terms of service and fees of your mobile network operator (“**Carrier(s)**”). TeleSafety does not provide you with the equipment to use our App. You are responsible for complying with any third-party terms of service and paying all fees charged by third parties to access and use our App (e.g., charges by Carriers). Without limiting the foregoing, you are solely responsible for the payment of all applicable fees associated with any Carrier service plan you use in connection with your use of our Service (such as data, SMS, MMS, roaming, and other applicable fees charged by the Carrier). Accordingly, you should use care in selecting a service plan offered by your Carrier.

7.3 App Stores. You acknowledge and agree that the availability of our App and Services is dependent on the third party from whom you received the license for our App (e.g., Google Play) (“**App Store**”). You acknowledge that the Terms are between you and TeleSafety and not with the App Store. TeleSafety, not the App Store, is solely responsible for our Service, including our App, the content thereof, maintenance, support services, and warranty therefor, and addressing any claims relating thereto (e.g., product liability, legal compliance or intellectual property infringement). You also agree to pay all fees (if any) charged by the App Store in connection with our Service, including our App. You agree to comply with, and your license to use our App is conditioned upon your compliance with, all applicable third-party terms of agreement (e.g., the App Store’s terms and policies) when using our Service, including our App. You acknowledge that the App Store (and its subsidiaries) are third-party beneficiaries of the Terms and will have the right to enforce them.

7.4 Accessing and Downloading our App from the Apple App Store or Google Play Store. The following applies to any iOS App or Android App accessed through or downloaded from the Apple App Store or Google Play Store, as applicable:

a) You acknowledge and agree that (i) the Terms are between you and TeleSafety only, and not Apple or Google, as applicable, and (ii) TeleSafety, not Apple or Google, as applicable, is solely

responsible for the iOS App or Android App, as applicable, and content thereof. Your use of the iOS App or Android App, as applicable, must comply with the applicable App Store Terms of Service.

b) You acknowledge that Apple or Google, as applicable, has no obligation whatsoever to furnish any maintenance and support services with respect to the iOS App or Android App, as applicable.

c) In the event of any failure of the iOS App or Android App, as applicable, to conform to any applicable warranty, you may notify Apple or Google, as applicable, and Apple or Google, as applicable, will refund the purchase price for the iOS App or Android App, as applicable, to you and to the maximum extent permitted by applicable law, Apple or Google, as applicable, will have no other warranty obligation whatsoever with respect to the iOS App or Android App, as applicable. As between TeleSafety and Apple or Google, as applicable, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of TeleSafety.

d) You and TeleSafety acknowledge that, as between TeleSafety and Apple or Google, as applicable, Apple or Google, as applicable, is not responsible for addressing any claims you have or any claims of any third party relating to the iOS App or Android App, as applicable, or your possession and use of the iOS App or Android App, as applicable, including, but not limited to: (i) product liability claims; (ii) any claim that the iOS App or Android App, as applicable, fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

e) You and TeleSafety acknowledge that, in the event of any third-party claim that the iOS App or Android App, as applicable, or your possession and use of that iOS App or Android App, as applicable, infringes that third party's intellectual property rights, as between TeleSafety and Apple or Google, as applicable, TeleSafety, not Apple or Google, as applicable, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by the Terms.

f) You and TeleSafety acknowledge and agree that Apple or Google, as applicable, and Apple's or Google's subsidiaries, as applicable, are third-party beneficiaries of the Terms as related to your license of the iOS App or Android App, as applicable, and that, upon your acceptance of the terms and conditions of the Terms, Apple or Google, as applicable, will have the right (and will be deemed to have accepted the right) to enforce the Terms as related to your license of the iOS App or Android App, as applicable, against you as a third-party beneficiary thereof.

g) Without limiting any other terms of the Terms, you must comply with all applicable third-party terms of agreement when using the iOS App or Android App, as applicable.

8. Prohibited Conduct. BY USING THE SERVICE YOU AGREE NOT TO:

8.1 Hacking or Interfering. You agree that you will not, under any circumstances:

- a) Use automation software, bots, hacks, mods or any unauthorized software designed to modify or interfere with any our Service;
- b) Interfere with or damage our Service, including, without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, packet or IP spoofing, forged routing or electronic mail address information, or similar methods or technology;
- c) Modify or cause to be modified any files that are a part of our Service;
- d) Disrupt, overburden, or aid or assist in the disruption or overburdening of: (i) any computer or server used to offer or support our Service; or (ii) the enjoyment of our Service by any other person;
- e) Institute, assist, or become involved in any type of attack, including, but not limited to, distribution of a virus, denial of service attacks upon our Service, or other attempts to disrupt our Service or any other person's use or enjoyment of our Service;
- f) Attempt to gain unauthorized access to our Service, accounts registered to others, or to the computers, servers or networks connected to our Service by any means other than the user interface provided by TeleSafety, including, but not limited to, by circumventing or modifying, attempting to circumvent or modify, or encouraging or assisting any other person to circumvent or modify, any security, technology, device or software that is part of our Service;
- g) Access, tamper with or use non-public areas of our Service, TeleSafety's computer systems, or the technical delivery systems of TeleSafety's providers;
- h) Attempt to probe, scan, or test the vulnerability of any TeleSafety system or network, or breach any security or authentication measures;
- i) Disrupt or interfere with the security of, or otherwise cause harm to, our Service, systems, resources, accounts, passwords, servers or networks connected to or accessible through our Service or any affiliated or linked sites;
- j) Avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by TeleSafety or any of TeleSafety's providers or any other third party (including another User) to protect our Service; or
- k) Report false emergencies relating to yourself, others, or vulnerable populations including children, elders, or people with disabilities.

8.2 Commercial Activities. You agree that you will not, under any circumstances (except to the extent expressly authorized by the Terms):

- a) Reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purpose any portion of our Service (including your Account), or access to or use of our Service;
- b) Upload, post, e-mail, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” or any other form of solicitation;
- c) Use our Service or any part thereof for any commercial purpose, including, but not limited to communicating or facilitating any commercial advertisement or solicitation;
- d) Engage in any chain letters, contests, junk email, pyramid schemes, spamming, surveys or other duplicative or unsolicited messages (commercial or otherwise); or
- e) Market any goods or services for any business purposes.

8.3 Unauthorized Use or Access. You agree that you will not, under any circumstances:

- a) Modify, translate, adapt, merge, or make derivative works of any part of our Services;
- b) Interfere or attempt to interfere with the proper functioning of our Service or connect to or use our Service in any way not expressly permitted by the Terms;
- c) Systematically retrieve data or other content from our Service to create or compile, directly or indirectly, in single or multiple downloads, a collection, compilation, database, directory or the like, whether by manual methods, through the use of bots, crawlers, spiders, or otherwise;
- d) Use, display, mirror or frame our Service, or any individual element within our Service, TeleSafety’s name, any TeleSafety trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without TeleSafety’s express written consent;
- e) Use any unauthorized software that accesses, intercepts, “mines” or otherwise collects information from or through our Service or that is in transit from or to our Service, including, but not limited to, any software that reads areas of RAM or streams of network traffic used by our Service;
- f) Intercept, examine or otherwise observe any proprietary communications protocol used by a client, a server or our Service, whether through the use of a network analyzer, packet sniffer or other device;

- g) Make any automated use of our Service, or take any action that imposes or may impose (in TeleSafety's sole discretion) an unreasonable or disproportionately large load on the infrastructure for our Service;
- h) Bypass any robot exclusion headers or other measures TeleSafety takes to restrict access to our Service, or use any software, technology or device to send content or messages, scrape, spider or crawl our Service, or harvest or manipulate data;
- i) Use, facilitate, create, or maintain any unauthorized connection to our Service, including, but not limited to: (i) any connection to any unauthorized server that emulates, or attempts to emulate, any part of our Service; or (ii) any connection using programs, tools or software not expressly approved by TeleSafety;
- j) Reverse compile, reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for any underlying software or other intellectual property used to provide our Service, or to obtain any information from our Service;
- k) Forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through our Service;
- l) Upload, post, e-mail, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- m) Solicit or attempt to solicit personal information from TeleSafety's team members, contractors or employees, or other users of our Service;
- n) Use our Service to collect, harvest, transmit, distribute, post or submit any information concerning any other person or entity, including without limitation, photographs of others without their permission, personal contact information or credit, debit, calling card or account numbers;
- o) Forge any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting, or in any way use our Service to send altered, deceptive or false source-identifying information; or
- p) Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including, but not limited to, clear GIFs, 1x1 pixels, web bugs, cookies or other similar devices (sometimes referred to as "spyware," "passive collection mechanisms" or "pcms").

8.4 General. In connection with your use of our Service, you shall not:

- a) Make available any content that (i) is unlawful, tortious, defamatory, vulgar, obscene, libelous, or racially, ethnically or otherwise objectionable; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (iv) is violent or threatening, or promotes violence or actions that are threatening to any other person; or (v) promotes illegal or harmful activities;
- b) Harm minors in any way;
- c) Impersonate any person or entity, including, but not limited to, TeleSafety personnel, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- d) Make available any content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under non-disclosure agreements);
- e) Make available any content that infringes the rights of any person or entity, including without limitation, any patent, trademark, trade secret, copyright, privacy, publicity or other proprietary or contractual rights;
- f) Intentionally or unintentionally violate any applicable local, state, national or international law or regulation, or any order of a court;
- g) Stalk or otherwise harass TeleSafety's team members, contractors or employees, or any other user of our Service;
- h) Advocate, encourage or assist any third party in doing any of the foregoing activities in this Section;
- i) Post or send violent (i.e depiction of blood or physical injury), nude, partially nude, discriminatory, unlawful, infringing, hateful, pornographic or sexually suggestive photos or other content via the service; or
- j) Use the Service for sexual gratification.

9. Indemnification. You agree to indemnify and hold TeleSafety, Occupational Safety & Environmental Assoc., Inc., and each of their respective parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors (collectively, the “ **TeleSafety Party or Parties** ”) harmless from any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of:

- (a) User Content;

(b) your violation of the Terms;

(c) your violation of any rights of another party, including any users; or

(d) your violation of any applicable laws, rules or regulations. TeleSafety reserves the right, at your expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you agree to fully cooperate with TeleSafety in asserting any available defenses. You agree not to settle any matter without the prior written consent of TeleSafety. TeleSafety will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it. This provision does not require you to indemnify any of the TeleSafety Parties for any unconscionable commercial practice by such party or for such party's fraud, deception, false promise, misrepresentation or concealment, suppression or omission of any material fact in connection with our App, Website, or any portion of our Service provided hereunder. You agree that the provisions in this Section will survive any termination of your Account, the Terms or your access to our Service.

(e) Claims arising from workplace injuries, fatalities, property damage, OSHA citations, regulatory investigations, governmental enforcement actions, workers' compensation claims, or other workplace safety matters arising from Customer's operations, except to the extent directly caused by TeleSafety's gross negligence or willful misconduct.

10. Disclaimer of Warranties and Conditions.

10.1 As Is. YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF OUR SERVICE IS AT YOUR SOLE RISK, AND OUR SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. TELESAFETY PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT ARISING FROM USE OF OUR SERVICE.

TeleSafety may utilize third-party artificial intelligence models, cloud computing providers, machine learning services, and other technology vendors in providing the Service. TeleSafety makes no representation or warranty regarding the availability, accuracy, completeness, security, or reliability of any output generated by such third-party technologies.

a) TELESAFETY PARTIES MAKE NO WARRANTY, REPRESENTATION OR CONDITION THAT: (1) OUR SERVICE WILL MEET YOUR REQUIREMENTS; (2) YOUR USE OF OUR SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; OR (3) THE RESULTS THAT MAY BE OBTAINED FROM USE OF OUR SERVICE WILL BE ACCURATE OR RELIABLE.

b) ANY CONTENT DOWNLOADED FROM OR OTHERWISE ACCESSED THROUGH OUR SERVICE IS ACCESSED AT YOUR OWN RISK, AND YOU SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY, INCLUDING, BUT NOT LIMITED TO, YOUR COMPUTER SYSTEM AND ANY DEVICE YOU USE TO ACCESS OUR SERVICE, OR ANY OTHER LOSS THAT RESULTS FROM ACCESSING SUCH CONTENT.

c) WITHOUT LIMITING THE FOREGOING, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, We do not warrant the accuracy, completeness or usefulness of ANY information THAT IS ACCESSIBLE THROUGH THE SERVICE OR PROVIDED BY ARTIFICIAL INTELLIGENCE AND/OR A TEAM MEMBER THROUGH THE SERVICE AND Any reliance you place on such information is strictly at your own risk. ALTHOUGH The Service may provide information about job site safety the Service IS NOT providing any kind of safety advice or recommendation and should not be relied on as the basis for any safety decision or action. YOU should not use the information contained on the Service for diagnosing, TREATING OR MANAGING job site safety. Safety advice should always be sought from licensed or qualified safety professionals. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, we disclaim all liability and responsibility arising from any reliance placed on such INFORMATION by you. In no event will TeleSafety be liable for any death or bodily injury that you suffer, or that you cause to any third party, in connection with your use of the Service or any activity you undertake in connection with your receipt of team membership through the service .

d) OUR SERVICE MAY BE SUBJECT TO DELAYS, CANCELLATIONS AND OTHER DISRUPTIONS. TELESAFETY MAKES NO WARRANTY, REPRESENTATION, OR CONDITION WITH RESPECT TO SERVICES, INCLUDING BUT NOT LIMITED TO, THE QUALITY, EFFECTIVENESS, REPUTATION AND OTHER CHARACTERISTICS OF SERVICES.

e) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM TELESAFETY OR THROUGH OUR SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

f) FROM TIME TO TIME, TELESAFETY MAY OFFER NEW “BETA” FEATURES OR TOOLS WITH WHICH ITS USERS MAY EXPERIMENT. SUCH FEATURES OR TOOLS ARE OFFERED SOLELY FOR EXPERIMENTAL PURPOSES AND WITHOUT ANY WARRANTY OF ANY KIND, AND MAY BE MODIFIED OR DISCONTINUED AT TELESAFETY’S SOLE DISCRETION. THE PROVISIONS OF THIS SECTION APPLY WITH FULL FORCE TO SUCH FEATURES OR TOOLS.

g) TeleSafety does not guarantee that use of the Service will prevent accidents, injuries, fatalities, property damage, regulatory violations, OSHA citations, litigation, insurance claims, or any other adverse event. No inspection, recommendation, analysis, report, score, checklist, photograph review, or artificial intelligence output should be interpreted as confirmation that a workplace is safe or compliant.

h) Users acknowledge that all reports, recommendations, scores, analyses, checklists, observations, alerts, notifications, and other outputs generated by the Service are advisory only and shall not be relied upon as the sole basis for any operational, engineering, construction, regulatory, or safety decision.

10.2 No Liability for Conduct of Third Parties. YOU ACKNOWLEDGE AND AGREE THAT TELESAFETY PARTIES ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD TELESAFETY PARTIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OPERATORS OF EXTERNAL SITES, AND THAT THE RISK OF INJURY FROM SUCH THIRD PARTIES RESTS ENTIRELY WITH YOU.

10.3 No Liability for Conduct of Other Users. YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS THROUGH THE SERVICE. YOU UNDERSTAND THAT TELESAFETY DOES NOT MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF ARTIFICIAL INTELLIGENCE AND/OR TEAM MEMBERS OR OTHER USERS OF OUR SERVICE.

10.4 Exclusion of Warranties. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, REPRESENTATIONS OR CONDITIONS, THE LIMITATION OR EXCLUSION OF IMPLIED WARRANTIES, OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY IN FULL TO YOU. WHERE LEGISLATION IN A JURISDICTION IMPLIES IN THE TERMS ANY CONDITION OR WARRANTY THAT CANNOT BE EXCLUDED, TELESAFETY'S LIABILITY FOR BREACH THEREOF SHALL BE LIMITED AT TELESAFETY'S OPTION TO ONE OR MORE OF THE FOLLOWING: (a) WHERE THE BREACH OF THE CONDITION OR WARRANTY RELATES TO GOODS, THE REPLACEMENT OR REPAIR OF THE GOODS, THE SUPPLY OF EQUIVALENT GOODS OR PAYMENT OF THE COST OF DOING SO; AND (b) WHERE THE BREACH OF THE CONDITION OR WARRANTY RELATES TO SERVICES, THE SUPPLY OF SERVICES AGAIN, OR THE PAYMENT OF THE COST OF HAVING THEM SUPPLIED AGAIN."

11. Limitation of Liability.

11.1 Disclaimer of Certain Damages. YOU UNDERSTAND AND AGREE THAT IN NO EVENT SHALL TELESAFETY PARTIES BE LIABLE FOR ANY LOSS OF PROFITS, REVENUE OR DATA, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH OUR SERVICE, OR DAMAGES OR COSTS DUE TO LOSS OF PRODUCTION OR USE, BUSINESS INTERRUPTION, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, WHETHER OR NOT TELESAFETY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE TERMS, OR FROM ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF OUR SERVICE, ON ANY THEORY OF LIABILITY, RESULTING FROM: (1) THE USE OR INABILITY TO USE OUR SERVICE; (2) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED FOR TRANSACTIONS ENTERED

INTO THROUGH OUR SERVICE; (3) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (4) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON OUR SERVICE; OR (5) ANY OTHER MATTER RELATED TO OUR SERVICE, WHETHER BASED ON WARRANTY, COPYRIGHT, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. THE FOREGOING CAP ON LIABILITY SHALL NOT APPLY TO LIABILITY OF A TELESAFETY PARTY FOR (A) DEATH OR PERSONAL INJURY CAUSED BY A TELESAFETY PARTY'S NEGLIGENCE; OR FOR (B) ANY INJURY CAUSED BY A TELESAFETY PARTY'S FRAUD OR FRAUDULENT MISREPRESENTATION.

11.2 Cap on Liability. UNDER NO CIRCUMSTANCES WILL TELESAFETY PARTIES BE LIABLE TO YOU FOR MORE THAN THE GREATER OF (A) THE TOTAL AMOUNT PAID TO TeleSafety by you during the one-month period prior to the act, omission or occurrence giving rise to such liability and (B) THE REMEDY, FINES OR PENALTY IMPOSED BY THE STATUTE UNDER WHICH SUCH CLAIM ARISES. THE FOREGOING CAP ON LIABILITY SHALL NOT APPLY TO LIABILITY OF A TELESAFETY PARTY FOR (A) DEATH OR PERSONAL INJURY CAUSED BY A TELESAFETY PARTY'S NEGLIGENCE; OR FOR (B) ANY INJURY CAUSED BY A TELESAFETY PARTY'S FRAUD OR FRAUDULENT MISREPRESENTATION.

11.3 User Content. EXCEPT FOR TELESAFETY'S OBLIGATIONS TO PROTECT YOUR PERSONAL DATA AS SET FORTH IN THE TELESAFETY'S PRIVACY POLICY, TELESAFETY ASSUMES NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY CONTENT (INCLUDING, BUT NOT LIMITED TO, USER CONTENT), USER COMMUNICATIONS OR PERSONALIZATION SETTINGS.

11.4 Basis of the Bargain. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN TELESAFETY AND YOU.

12. Procedure for Making Claims of Copyright Infringement.

12.1 DMCA Notification. We seek to comply with the provisions of the Digital Millennium Copyright Act applicable to internet service providers (17 U.S.C. §512, as amended).

12.2 Repeat Infringers. It is TeleSafety's policy to terminate membership privileges of any user who repeatedly infringes copyright upon prompt notification to TeleSafety by the copyright owner or the copyright owner's legal agent.

12.3 Copyright Infringement. Without limiting the foregoing, if you believe that your work has been copied and posted on our Service in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information: (1) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (2) a description of the copyrighted work that you claim has been infringed; (3) a description of the location on our Service of the material that you claim is infringing; (4) your address, telephone

number and e-mail address; (5) a written 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; and (6) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Contact information for TeleSafety's Copyright Agent for notice of claims of copyright infringement is as follows:

Email: EXPERTS@TELESAFETY.COM

13. Remedies.

13.1 Violations. If TeleSafety becomes aware of any possible violations by you of the Terms, TeleSafety reserves the right to investigate such violations. If, as a result of the investigation, TeleSafety believes that criminal activity has occurred, TeleSafety reserves the right to refer the matter to, and to cooperate with, any and all applicable legal authorities. TeleSafety is entitled, except to the extent prohibited by applicable law, to disclose any information or materials on or in our Service, including User Content, in TeleSafety's possession in connection with your use of our Service, to (1) comply with applicable laws, legal process or governmental request; (2) enforce the Terms, (3) respond to any claims that User Content violates the rights of third parties, (4) respond to your requests for customer service, or (5) protect the rights, property or personal safety of TeleSafety, its users or the public, and all enforcement or other government officials, as TeleSafety in its sole discretion believes to be necessary or appropriate.

13.2 Breach. In the event that TeleSafety determines, in its sole discretion, that you have breached any portion of the Terms, or have otherwise demonstrated conduct inappropriate for our Service, TeleSafety reserves the right, in its sole discretion, to:

- a) Warn you via e-mail (to any e-mail address you have provided to TeleSafety) or through our team member dashboard that you have violated the Terms;
- b) Delete any of User Content provided by you or your agent(s) to our Service;
- c) Discontinue your registration(s) with the any portion of our Service;
- d) Discontinue your subscription to any or all of our Service;
- e) Notify and/or send content to and/or fully cooperate with the proper law enforcement authorities for further action;
- f) Block future accounts made using a device on which these Terms were previously violated; and/or
- g) Pursue any other action which TeleSafety deems to be appropriate.

14. Term, Termination and Modification of the Service

14.1 Term. These Terms are effective beginning when you accept the Terms or download, install, access or use the Service, and ending when terminated as set for in Section 14.2.

14.2 Termination. If you violate any provision of these Terms, your Account and these Terms automatically terminate. In addition, TeleSafety may, at its sole discretion, terminate these Terms, your Account on the Service or suspend or terminate your access to the Service at any time for any reason or no reason, with or without notice. You may terminate Subscription Services at any time as set forth in Section 4.5.

14.3 Effect of Termination. Upon termination of these Terms: (i) your license rights will terminate and you must immediately cease all use of the Service; (ii) you will no longer have access to your Account; (iii) you must remit to TeleSafety and unpaid amounts due prior to termination; and (iv) upon termination of these Terms, all payment obligations accrued prior to termination and Sections 3.4, 5, 6.2, 6.3, 6.6, 9, 10, 11, 14.3, 16 and 17 will survive.

14.4 Modification of the Service. TeleSafety reserves the right to modify or discontinue the Service at any time (including by limiting or discontinuing certain features of the Service), temporarily or permanently, without notice to you. We will have no liability whatsoever on account of any change to the Service or any suspension or termination of your access to or use of the Service.

15. International Users. Our Service can be accessed from countries around the world and may contain references to Services and Content that are not available in your country. These references do not imply that TeleSafety intends to announce such Services or Content in your country. Our Service is controlled and offered by TeleSafety from its facilities in the United States of America. TeleSafety makes no representations that our Service is appropriate or available for use in other locations. Those who access or use our Service from other countries do so at their own volition and are responsible for compliance with local law.

16. Dispute Resolution. *Please read the following arbitration agreement in this Section ("Arbitration Agreement") carefully. It requires you to arbitrate disputes with TeleSafety and limits the manner in which you can seek relief from us.*

16.1 Applicability of Arbitration Agreement. You agree that any dispute or claim relating in any way to your access or use of the Service or to any aspect of your relationship with TeleSafety, will be resolved by binding arbitration, rather than in court, except that (a) you may assert claims in small claims court if your claims qualify; and (b) you or TeleSafety may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). **This Arbitration Agreement shall apply, without limitation, to all claims that arose or were**

asserted before the date you accepted the Terms of this Agreement or any prior version of this Agreement.

16.2 Arbitration Rules and Forum. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent Corporation Trust Center with an address at 1209 Orange Street, Wilmington, Delaware 19801. The arbitration will be conducted by JAMS, an established alternative dispute resolution provider. Disputes involving claims and counterclaims under \$250,000, not inclusive of attorneys' fees and interest, shall be subject to JAMS's most current version of the Streamlined Arbitration Rules and procedures available at <http://www.jamsadr.com/rules-streamlined-arbitration/>; all other claims shall be subject to JAMS's most current version of the Comprehensive Arbitration Rules and Procedures, available at <http://www.jamsadr.com/rules-comprehensive-arbitration/>. JAMS's rules are also available at www.jamsadr.com or by calling JAMS at 800-352-5267. If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum. TeleSafety will reimburse all such JAMS's filing, administrative, hearing and/or other fees for claims totaling less than \$100 unless the arbitrator determines the claims are frivolous.

You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the country where you live or at another mutually agreed location. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

16.3 Authority of Arbitrator. The arbitrator shall have exclusive authority to (a) determine the scope and enforceability of this Arbitration Agreement and (b) resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitration will decide the rights and liabilities, if any, of you and TeleSafety. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available under applicable law, the arbitral forum's rules, and the Agreement (including the Arbitration Agreement). The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.

16.4 Waiver of Trial. YOU AND TELESAFETY HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and TeleSafety are instead electing that all claims and disputes shall be resolved by arbitration

under this Arbitration Agreement, except as specified in Section 16.1 above. An arbitrator can award the same damages and relief as a court and must follow this Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

16.5 Waiver of Class or Other Non-Individualized Relief. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS OR COLLECTIVE BASIS, ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. If a decision is issued stating that applicable law precludes enforcement of any of this Section's limitations as to a given claim for relief, then claim must be severed from the arbitration and brought into the State or Federal Courts located in the State of New York. All other claims shall be arbitrated.

16.6 30-Day Right to Opt Out. You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to the following address: EXPERTS@TELESAFETY.COM within 30 days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, your TeleSafety username (if any), the email address you used to set up your TeleSafety Account (if you have one), and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of this Agreement will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.

16.7 Severability. Except as provided in Section 16.5, if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect.

16.8 Survival of Agreement. This Arbitration Agreement will survive the termination of your relationship with TeleSafety.

16.9 Modification. Notwithstanding any provision in this Agreement to the contrary, we agree that if TeleSafety makes any future material change to this Arbitration Agreement, you may reject that change within thirty (30) days of such change becoming effective by writing TeleSafety at the following address: experts@telesafety.com

17. General Provisions.

17.1 Electronic Communications. The communications between you and TeleSafety use electronic means, whether you visit our Service or send TeleSafety e-mails, or whether TeleSafety posts notices on our Service or communicates with you via e-mail. For contractual

purposes, you (1) consent to receive communications from TeleSafety in an electronic form; and (2) agree that all terms and conditions, agreements, notices, disclosures, and other communications that TeleSafety provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights.

17.2 Release. To the fullest extent permitted by applicable law, you hereby release TeleSafety Parties and their successors from claims, demands, any and all losses, damages, rights, and actions of any kind, including personal injuries, death, and property damage, that is either directly or indirectly related to or arises from your use of our Service, including but not limited to, any interactions with or conduct of other users or third-party websites of any kind arising in connection with or as a result of the Terms or your use of our Service. If you are a California resident, you hereby waive California Civil Code Section 1542, which states, “A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor.” The foregoing release does not apply to any claims, demands, or any losses, damages, rights and actions of any kind, including personal injuries, death or property damage for any unconscionable commercial practice by a TeleSafety Party or for such party’s fraud, deception, false, promise, misrepresentation or concealment, suppression or omission of any material fact in connection with any of our Services provided hereunder.

17.3 Assignment. The Terms, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without TeleSafety’s prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.

17.4 Force Majeure. TeleSafety shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

17.5 Questions, Complaints, Claims. If you have any questions, complaints or claims with respect to our Service, please contact us at: EXPERTS@TELESAFETY.COM We will do our best to address your concerns. If you feel that your concerns have been addressed incompletely, we invite you to let us know for further investigation.

17.6 Limitation Period. YOU AND TELESAFETY AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE TERMS, OUR SERVICE OR THE CONTENT MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

17.7 Exclusive Venue. To the extent the parties are permitted under this Agreement to initiate litigation in a court, both you and TeleSafety agree that all claims and disputes arising out of or relating to the Agreement will be litigated exclusively in the state or federal courts located in Buffalo, New York.

17.8 Governing Law. The Terms and any action related thereto will be governed and interpreted by and under the laws of the State of Delaware, consistent with the Federal Arbitration Act, without giving effect to any principles that provide for the application of the law of another jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms.

17.9 Notice. Where TeleSafety requires that you provide an e-mail address, you are responsible for providing TeleSafety with your most current e-mail address. In the event that the last e-mail address you provided to TeleSafety is not valid, or for any reason is not capable of delivering to you any notices required/ permitted by the Terms, TeleSafety's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to TeleSafety at the following address: experts@telesafety.com. Such notice shall be deemed given when received by TeleSafety by letter delivered by nationally recognized overnight delivery service or first-class postage prepaid mail at the above address.

17.10 Waiver. Any waiver or failure to enforce any provision of the Terms on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

17.11 Severability. If any portion of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner to reflect, as nearly as possible, the original intention of the parties, and the remaining portions shall remain in full force and effect.

17.12 Export Control. You may not use, export, import, or transfer our Service except as authorized by U.S. law, the laws of the jurisdiction in which you obtained our Service, and any other applicable laws. In particular, but without limitation, our Service may not be exported or re-exported (a) into any United States embargoed countries, or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Person's List or Entity List. By using our Service, you represent and warrant that (i) you are not located in a 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 and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You also will not use our Service for any purpose prohibited by U.S. law, including the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons. You acknowledge and agree that products, services or technology provided by TeleSafety are subject to the export control laws and regulations of the United States. You shall comply with these laws

and regulations and shall not, without prior U.S. government authorization, export, re-export, or transfer TeleSafety products, services or technology, either directly or indirectly, to any country in violation of such laws and regulations.

17.13 Consumer Complaints. In accordance with California Civil Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

17.14 Entire Agreement. The Terms are the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.