



Global Parcel Tracking Corp

Terms of Use

Effective Date: January, 2024 to January 2025

Welcome to GPTC!

Below are the terms upon which **Global Parcel Tracking Corp, GPTC, Inc.**, and our affiliates (together, “**GPTC,**” “**us,**” “**our**” or “**we**”) provide users (each a “**User,**” “**you**” and “**your**”) our service.

Please review these terms carefully.

THIS AGREEMENT IS EFFECTIVE AS OF THE DATE YOU CLICK THE “ACCEPT” BUTTON (OR ANY SIMILAR BUTTON, CHECK BOX OR LINK AS DESIGNATED BY **GPTC** TO SIGNIFY YOUR ACCEPTANCE HEREOF).

YOU REPRESENT AND WARRANT THAT: (I) YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (II) YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH **GPTC**; AND (III) YOU HAVE THE LEGAL AUTHORITY TO ENTER INTO THIS AGREEMENT PERSONALLY OR ON BEHALF OF THE LEGAL ENTITY THAT YOU NAMED AS THE USER (“**ENTERPRISE**”), AND TO BIND THAT ENTERPRISE TO THIS AGREEMENT.

THE TERM “**YOU**” REFERS TO THE INDIVIDUAL THAT USE(S) OR THE ENTERPRISE ON WHOSE BEHALF THE INDIVIDUAL USES **GPTC** SERVICE, AS APPLICABLE, AND AS IDENTIFIED AS THE USER WHEN AN ACCOUNT IS CREATED ON THE PHONE, COMPUTER OR THROUGH OUR WEBSITE AT www.globalparceltracking.com, www.gptcAmerica.com, www.gptctracker.com, www.gptccanada.com, www.gptcmexico.com (THE “**SITE**”) OR THE PLATFORM AT www.globalparceltrackingCorp (THE “**PLATFORM**”).

ACCEPTING THE TERMS OF THIS AGREEMENT IS A REQUIRED CONDITION TO PROCEEDING WITH ANY USE OF OUR TRACKING

DEVICES, DOWNLOADS OF OUR SOFTWARE, INSTALLATION AND USE OF ANY SERVICES PROVIDED BY OR THROUGH US.

IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT OR IF YOU DO NOT HAVE THE LEGAL AUTHORITY TO BIND THE APPLICABLE ENTERPRISE, CLICK OR CHECK NO OR THE “DO NOT ACCEPT” BUTTON OR DO NOT ACCESS OR USE OUR SERVICE(S).

SECTION 26 OF THESE TERMS CONTAINS PROVISIONS GOVERNING HOW CLAIMS THAT YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED. IN PARTICULAR, IT INCLUDES AN ARBITRATION AGREEMENT WHICH WILL, WITH LIMITED EXCEPTIONS, REQUIRE DISPUTES BETWEEN US TO BE SUBMITTED TO FINAL AND BINDING ARBITRATION.

YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AND SEEK RELIEF AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, AND YOU ARE WAIVING YOUR RIGHT TO SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL ON YOUR CLAIMS.

Your use of, and participation in, certain services may be subject to additional terms (“**Supplemental Terms**”) and such Supplemental Terms will either be listed in these Terms of Use or will be presented to you for your acceptance when you sign up to use the supplemental service. If these Terms of Use are inconsistent with the Supplemental Terms, the Supplemental Terms shall control with respect to such service. These Terms of Use and any Supplemental Terms are referred to herein as the “**Agreement.**”

1. Introduction

We are excited to provide our services to you under our terms!

GPTC, through its automated mobile integration platform located at **Global Parcel Tracking Corp., www.GPTCTRACKER.com** (the “**Platform**”) and its website located at **www.gptccanada.com, gptcmexico.com** including any and all associated sites, the “**Sites**” and together with the Platform, the “**Service**”) offers you the ability to integrate mobile applications, services and tools.

You agree to the terms of this Agreement, as well as in our Privacy Policy, will apply whenever you use our Services. The terms described herein, as well as in our Privacy Policy, form the agreement between you, us and others using our Service. If you do not agree to these terms, do not access or use the Service. As set forth in our Privacy Policy, we will notify you of any changes to our Privacy Policy. Privacy Policy changes will not take into effect until after we have provided notice to you.


Using our Service is meant to be fun, creative, productive and enjoyable for everyone. Bottom line, we want you to enjoy using our Service!

2. Sales Versus Lease

Global Parcel Tracking Corp., tracking devices are **Not** for sales! Our tracking services are strictly for lease for period of time between 14 and or 22 days – device(s) must be returned henceforth otherwise device(s) is/are considered lost. There are charges for device(s) not returned after 14 and or 22 days in a 30 days calendar month period. If devices are not return customers credit cards will be charged for the cost of the device. Simply place the device(s) inside the returned box and place in government run postal boxes and will be shipped to us.

3. Sales Versus Lease Charges

Usage of Global Parcel Tracking Corp devices prices are based on the shipping-to country; which are split into five zones: - **zone 0**, **zone 5**, **zone 9**, **zone 15** and **zone 29** respectively a \$15.00 shipping and handling charges. See below:



2024 Rate Table

Call Price table database. Ask Luther to explain pricing code.

Shipping Price	Zone: 0	\$59.99 Per-Device & Per-Trip
United States/Canada/Mexico = 0		
Shipping Price	Zone: 5	\$89.99 Per-Device & Per-Trip
See database for zonem 5 Countries		
Shipping Price	Zone: 9	\$89.99 Per-Device & Per-Trip
See database for zonem 9 Countries		
Shipping Price	Zone: 15	\$89.00 Per-Device & Per-Trip
See database for 15 Countries		
Shipping Price	Zone: 29	\$89.00 Per-Device & Per-Trip

Note

***Shipping & handling. \$15.00

***Prices are per devices for leasing only.

***Device(s) and must be returned in the presorted mail in 7 days. Charges start as soon as customer acknowledge the receiver ship of device(s).

***Customers are responsible for loss tracking device(s) . Additional tracking charges may occur if customer ship outside of zone 0. See chart below for pricing.

4. Using Our Service

Our goal is to make our services easy to use and useful to you! Our Service is available to a wide range of eligible persons, including shippers, drop-shippers, transporters, mobile developers, mobility professionals, mobile app owners, and independent software vendors (“**ISVs**”) and mobile solution vendors (“**MSVs**”).

5. Creating an Account

To take full advantage of the features and capabilities of our Service, you must create an account with us. Until you create an account, your access to our Service will be limited to what is made generally available to the public. Creation of account to use our service requires 2-Factor authentication with mobile phone.

When you create your account, you agree to provide us with account information that is accurate and current at all times. After you create an account, we will provide you with unique credentials (a “**User ID**”) on our Service. Please use the “**User ID**” we provide you to access our Service. We may request that you verify your identity, the enterprise you represent, or that you are a human being through one or more means, including sending you an email verification and/or asking you to provide a telephone number to which we’ll send a verification code for you to enter into our Site.

You are responsible for any activity that occurs on your account. No other person is authorized to use the User ID we assign to you to access our Service. You are responsible for preventing unauthorized use of the “User ID” we assign to you. Please protect your (“**User ID**”) and notify our Support Team immediately if you become aware that your (“**User ID**”) is being used by someone other than you.

6. Service Level Agreements. We will make our Service available to you in accordance with the Service Level Agreement (“**SLA**”) associated with the account or program you choose, as such SLA is published on our website from time to time, or the SLA agreed to between you and GPTC in a separate agreement between us. Please consider the SLA in making your account type decisions. We may update the SLA for your account type from time to time.

a. Payment Provider. To access certain parts of our Service, individual or corporate end users may provide us with valid credit card (VISA,

MasterCard, Debit Card or any other credit card accepted by us) or (the “**Payment Provider**”) as a condition to signing up for our Service. Your Payment Provider agreement governs your use of the designated credit card or Debit card, and you must refer to that agreement to determine your rights and liabilities. By providing us with your credit card number associated payment information, you agree that we are authorized to immediately invoice your account for all fees due and payable to us and that no additional notice or consent is required. You agree to immediately notify us of any change in your billing address or the credit card for payment hereunder.

e. Taxes. Our fees are plus shipping & handling and net of any applicable Sales Tax. If any payments under this Agreement are subject to Sales Tax in any jurisdiction and you have not remitted the applicable Sales Tax to us, 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 **GPTC** 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 such evidence that you have paid all applicable taxes. For purposes of this Agreement, “**Sales Tax**” shall mean any sales or use tax, and any other tax measured by sales proceeds, that **GPTC** 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 sale or use tax.

f. Withholding Taxes. You agree to make all payments of fees to **GPTC** free and clear of, and without reduction for, any withholding taxes. Any such taxes imposed on payments of fees to **GPTC** will be your sole responsibility, and you will provide **GPTC** 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.

g. Promotional Events. We may choose to temporarily change the fees for our Service for promotional events (for example, free promotional periods) directed towards new users, new services and new uses, and such changes are effective when posted as a temporary promotional event for the new users, new services or new uses on our Service. Prior to your purchase, the Fee Schedule may change from time to time. Any changes or additions to our Fee Schedule are effective immediately unless we otherwise notify you.

h. Additional Payment Terms. Unless otherwise stated, all fees are quoted in U.S. Dollars. You are responsible for paying all fees and applicable taxes associated with our Service in a timely manner using a valid payment method. If your payment method fails or your account is past due, we may collect fees owed using other collection mechanisms, including charging other payment methods on file or retaining collection agencies and legal counsel.

12. Free Trials

a. Participation in Free Trials. You may be offered the opportunity to participate in free trials. If you register for a free trial on our Service, we will make one or more services available to you on a trial basis free of charge (“**Trial Services**”) until the earlier of: (a) the end of the free trial, (b) the start of your purchased subscription for the trial service, or (c) termination of the free trial by us, the ISV or MSV for any reason (in each case, in its sole discretion). Additional trial terms and conditions may appear on the trial registration web page. Any such additional terms and conditions are “Supplemental Terms” and are incorporated into this Agreement by reference and are legally binding.

b. Disclaimer of Warranties; Effect of Termination of Free Trial. ANY MOBILE APP OR OTHER USER CONTENT YOU ENTER INTO OUR SERVICE, AND ANY FUSIONS MADE BY OR FOR YOU DURING YOUR FREE TRIAL WILL BE UNAVAILABLE AT THE END OF THE TRIAL PERIOD UNLESS YOU PURCHASE A SUBSCRIPTION TO THE SERVICE COVERED BY THE TRIAL BEFORE THE END OF THE TRIAL PERIOD. DURING ANY FREE TRIAL THE TRIAL SERVICES ARE PROVIDED “AS-IS” WITHOUT ANY WARRANTY. You agree that we have no liability for any harm or damage arising out of or in connection with Trial Services.

13. Beta Services

a. Use of Beta Services. We are constantly innovating and expect to provide you with access to new services and features. From time to time, we may make Beta Services available to you at no charge. You may choose to try such Beta Services or not in your sole discretion. Beta Services are intended for evaluation by you and to test potential services that may or may not be added to our Service. Beta Services are not intended for production use, are not supported, and may be subject to

additional terms. Any such terms are “Supplemental Terms” and are incorporated into this Agreement by reference and are legally binding.

b. Disclaimer of Warranties; Termination of Beta Services. We may discontinue Beta Services at any time in our sole discretion and we make no commitment to release a production version of any Beta Service we make available on the Service. THE BETA SERVICES ARE PROVIDED “AS-IS” WITHOUT ANY WARRANTY. You agree that we have no liability for any harm or damage arising out of or in connection with a Beta Service.

14. Prohibited Activities

While we are excited that you have elected to use our Service, you understand that there are prohibitions that restrict your use of the Service, and you agree that you will not:

- use the Service for any purposes other than the Permitted Purposes;
- attempt to use our Service to Fuse information, data, text, music, sound, photographs, graphics, video, messages, tags, applications, services or other materials (“**Content**”) of third parties from whom you have not purchased a license;
- add, Fuse, sign or distribute Content or request items that violate contracts, licenses, laws or third-party rights;
- post Content that is false, inaccurate, misleading, defamatory, or libelous (including personal information, slurs, and personal attacks) or that violates any right of publicly or privacy of any person or entity;
- use fake accounts, duplicate accounts, or other means to circumvent or manipulate our Service or the fees owed to GPTC, ;
- distribute viruses or use technologies that may harm GPTC, you, or the interests or property of GPTC.
- take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our infrastructure;
- harvest or collect information about you, including using any robot, spider, scraper or other automated means or any manual process for any such purpose;
- attempt to capture, gather, collect, copy, reproduce, modify or reverse engineer any binaries (including AppFusion Adaptors), SDKs or other property of you GPTC.
- use or attempt to use our Services after your account has been suspended or terminated;

- post Content or request items that are offensive, inflammatory, illegal, or that promote or glorify bullying, hatred, violence, intolerance, or promote organizations with such views;
- interfere or attempt to interfere with the proper working of our Services or tools, or any activities conducted on or with our Services;
- bypass any measures we may use to secure, prevent or restrict access to our Service.

GPTC and the GPTC community must work together to keep our Services trustworthy, safe and enjoyable for everyone. Please report problems and policy violations to us by contacting our Support Group.

You may not access the Services if you are our direct competitor, except with our prior written consent. In addition, you may not access our Service solely for purposes of monitoring our availability, performance or functionality, or for any other benchmarking or competitive purposes.

15. Terminations

a. User Termination. You may request termination of your account at any time and for any reason by sending an email to our Support Group.

b. GPTC Termination. Without limiting other remedies, we may in our sole discretion limit, suspend or terminate this Agreement and your account, prohibit access to our Service, suspend or remove your Fused Mobile Applications, remove User Content Uploaded by you, cancel and remove administrators from your account, reduce your account status, and take other technical and legal steps to ensure compliance with this Agreement and/or to reduce any adverse impact on the quality of our Services. You agree that the grounds for such limitation, suspension or termination may include (i) extended periods of inactivity, (ii) violation of the of this Agreement, (iii) fraudulent, harassing or abusive behavior, (v) failure to pay for our Service or use of ISV or MSV services or solutions provided through our Service, or (v) behavior that is harmful to other Users, third parties, the community ethos of our Service or our business interests. In the event that we terminate your account, you may not register for the Services again without our express permission. If you believe that any action has been taken against your account in error, please contact our Support Group.

c. Investigation of Suspected Violations. We reserve the right to investigate suspected violations of this Agreement or illegal and inappropriate behavior through the Service. If, as a result of the

investigation, we believe that criminal activity has occurred, we reserve the right to refer the matter to, and to cooperate with, any and all applicable legal authorities. We are entitled, except to the extent prohibited by applicable law, to disclose any information or materials on or in the GPTC Properties, including your User Content, in our possession in connection with your use of the GPTC Properties, to (1) comply with applicable laws, legal process or governmental request; (2) enforce this Agreement; (3) respond to any claims that your 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 GPTC, its Users or the public; and all enforcement or other government officials as GPTC in its sole discretion believes to be necessary or appropriate.

d. Effect of Termination or Suspension. Any suspension or termination of this Agreement and your account shall not affect your obligations to us under this Agreement (including but not limited to ownership, indemnification, any representations and warranties made by you, and limitation of liability), which by their sense and context are intended to survive such suspension or termination. You understand that any termination of this Agreement or of your account may involve deletion of your User Content from our live databases and may impact your End User's ability to use Fused Mobile Apps. GPTC will have no liability whatsoever to you for any suspension or termination, including any impact to your End Users or the for deletion of your User Content.

16. Procedure for Making Claims of Copyright Infringement

It is our policy to terminate the privileges of any User who infringes copyright upon prompt notification to us by the copyright owner or the copyright owners' legal agent. 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 the GPTC Properties 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; (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 GPTC's Copyright Agent for notice of claims of copyright infringement is as follows: Chief Financial Officer, GPTC, Inc., 1266 Hook Dr, Middletown, DE 19709.

17. Disclaimer of Warranty

a. Shipments in Transit. You understand that we are not responsible for your shipments in storage or in transit. GPTS is not a courier service but independent IoT-based tracking services.

b. As Is. EXCEPT FOR OUR INDEMNIFICATION OBLIGATIONS, YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF OUR TRACKING SERVICES AND ANY OTHER GPTC PROPERTIES IS AT YOUR SOLE RISK. THE GPTC PROPERTIES, INCLUDING THE SERVICE, IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

c. GPTC and Third Party Software and Services. WITH RESPECT TO TRACKING DATA SERVICES THAT YOU CREATE USING OUR NETWORK AND THE SOFTWARE OR SERVICES PROVIDED BY THIRD PARTIES, INCLUDING THOSE PROVIDED BY OR THROUGH OUR API, WE EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT ANY SUCH FUSIONS, SOFTWARE AND SERVICES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. WE MAKE NO WARRANTY OR CONDITION REGARDING THE QUALITY OF ANY SUCH FUSIONS, SOFTWARE OR SERVICES, OR THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY CONTENT ABOUT SUCH SERVICES OBTAINED THROUGH THE SITE OR THE SERVICE.

d. No Liability for User Content or Conduct. YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR USER CONTENT, COMMUNICATIONS AND COMMERCIAL AGREEMENTS WITH OTHERS, INCLUDING WITH OTHER USERS OF THE SERVICE. YOU UNDERSTAND THAT WE DO NOT MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF USERS OF THE SERVICE. WE MAKE NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF USERS OF THE SERVICE.

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.

18. Limitation of Liability

a. Disclaimer of Certain Damages. EXCEPT WITH RESPECT TO A BREACH OF CONFIDENTIALITY PROVISIONS THAT MAY EXIST IN SEPARATE AGREEMENTS BETWEEN YOU AND US, AND THE INDEMNIFICATION OBLIGATIONS (IN SECTION 23), YOU UNDERSTAND AND AGREE THAT IN NO EVENT ARE WE, OR OUR ISV OR MSV USERS (INCLUDING OUR OR THEIR SALES CHANNEL PARTNERS) LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE GPTC PROPERTIES, INCLUDING THE SERVICE, USE OF THE SERVICE, THE CONTENT OF OUR ISV OR MSV USERS, OR FUSIONS YOU CREATE ON OUR SERVICE, OR FOR ANY DAMAGES RESULTING FROM LOSS OF USE, INTERRUPTION OF USE, LOSS OF DATA, BREACH OF SECURITY, BREACH OF SECURITY OF OUR SERVICE, LOSS OF PRODUCTIVITY, LOSS PROFITS, LOSS OF ECONOMIC BENEFIT, WHETHER OR NOT SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

b. Cap on Liability. REGARDLESS OF THE PREVIOUS PARAGRAPHS, IF WE ARE FOUND TO BE LIABLE TO YOU, OUR LIABILITY TO YOU OR TO ANY THIRD PARTY IS LIMITED TO THE

GREATER OF (A) THE TOTAL FEES (UNDER OUR FEES SCHEDULE) YOU PAID TO US IN THE 3 MONTHS PRIOR TO THE ACTION GIVING RISE TO THE LIABILITY, AND (B) \$500. THE FOREGOING IS THE TOTAL MAXIMUM LIMIT OF OUR LIABILITY TO YOU AND ON ACCOUNT OF YOUR END USERS.

c. Third Party Beneficiaries. ISV AND MSV USERS THAT PARTICIAPTE IN OUR SERVICE ARE INTENDED THIRD PARTY BENEFICIARIES OF THESE PROVISIONS AND PROTECTIONS.

CERTAIN JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

19. Release

If you as a user, have a dispute with one or more Users, including any ISV or MSV, you release us (and our officers, directors, agents, subsidiaries, joint ventures and employees) from any claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. If you are a California resident, you waive California Civil Code §1542, which says: "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."

20. No Relationship with Your End Users

End Users who use your Fused Mobile Apps and Mobile Services and Tools, or with whom you perform any other transactions involving the Service shall not be deemed to be the customers of GPTC. GPTC has no liability or responsibility to review, endorse, police or enforce any relationships between you and your End Users or to resolve any dispute between you and your End Users.

21. Privacy

GPTC respects your privacy and the privacy of your End Users. For details, please see our Privacy Policy. You acknowledge that insertion of the AppFusion Adaptors in Fused Mobile Applications allows us to track certain data concerning the characteristics and activities of End Users of the Fused Mobile Apps. We respect your privacy as well as the privacy of your End Users. Therefore, as a condition to using the Service, you acknowledge

that you have read the Privacy Policy and understand the information collected by us, how it is collected, how it is used, and how it will be shared, including cookies and other technologies. Under no circumstances will we resell any data tracked or collected through the Service without your express written consent.

22. Written Amendments

We may enter into agreements or contracts with certain ISVs, MSVs and/or enterprise Users that supersede certain aspects of this Agreement. The terms of this Agreement may be modified only in writing and only as signed by duly authorized representatives of each party.

23. Indemnity

You will indemnify and hold us (and our officers, directors, agents, subsidiaries, joint ventures and employees) harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of this Agreement, or your violation of any law or the rights of a third party. We agree to indemnify and hold you (and our officers, directors, agents, subsidiaries, joint ventures and employees) harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of a claim that the the Service infringes or misappropriates any copyright, trademark, moral right or trade secret.

24. No Agency

No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.

25. Notices

Except as explicitly stated otherwise, legal notices shall be served on GPTC's registered agent (in the case of **GPTC**) and to the email address you provide to **GPTC** during the registration process (in your case). Notice shall be deemed given 24 hours after email is sent, unless the sending party is notified that the email address is invalid. Alternatively, we may give you legal notice by mail to the address provided during the registration process. In such case, notice shall be deemed given three days after the date of mailing.

26. Legal Disputes

Before invoking the arbitration agreement we strongly encourage you to first contact us directly to seek a resolution through our Support Group.

a. 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 **GPTC**, will be resolved by binding arbitration, rather than in court, except that (1) you may assert claims in small claims court if your claims qualify, so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis; and (2) you or **GPTC** 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).

BY AGREEING TO ARBITRATION WITH GPTC, YOU ARE AGREEING THAT YOU WILL NOT PARTICIPATE IN OR SEEK TO RECOVER MONETARY OR OTHER RELIEF IN ANY LAWSUIT FILED AGAINST GPTC ALLEGING CLASS, COLLECTIVE, AND/OR REPRESENTATIVE CLAIMS ON YOUR BEHALF. INSTEAD, BY AGREEING TO ARBITRATION, YOU MAY BRING YOUR CLAIMS AGAINST GPTC IN AN INDIVIDUAL ARBITRATION PROCEEDING. IF SUCCESSFUL ON SUCH CLAIMS, YOU COULD BE AWARDED MONEY OR OTHER RELIEF BY AN ARBITRATOR.

b. 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 [include name and address of registered agent here]. 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.

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.

c. Authority of Arbitrator. The arbitrator, and not any federal, state or local court or agency shall have exclusive authority to 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 GPTC. 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 to an individual 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 on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.

d. Waiver of Jury Trial. YOU AND GPTC 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 GPTC are instead electing that all claims and disputes shall be resolved by arbitration

under this Arbitration Agreement, except as specified in Section (26(a) above. An arbitrator can award on an individual basis 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.

e. Waiver of Class or Consolidated Actions. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS 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. In the event that this subparagraph is deemed invalid or unenforceable neither you nor we are entitled to arbitration and instead claims and disputes shall be resolved in a court as set forth in Section 27.

f. Severability. 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.

g. Survival of Agreement. This Arbitration Agreement will survive the termination of your relationship with Company.

27. LAW AND FORUM FOR LEGAL DISPUTES

The Terms and any action related thereto will be governed and interpreted by and under the laws of the State of California, 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

28. EXPORT

You may not use, export, import, or transfer GPTC Properties except as authorized by U.S. law, the laws of the jurisdiction in which you obtained GPTC Properties, and any other applicable laws. In particular, but without limitation, GPTC Properties 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 Company Properties, 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 GPTC Properties 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 GPTC 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 GPTC products, services or technology, either directly or indirectly, to any country in violation of such laws and regulations.

29. General

a. Amendments. We may amend this Agreement at any time by posting the amended terms on the Service. Except as stated elsewhere, all amended terms shall automatically be effective 10 days after they are initially posted. This Agreement may not be otherwise amended except in a writing signed by you and us. For purposes of this provision, "writing" doesn't include an email message and "signed" does include electronic signatures.

b. Entire Agreement. This Agreement sets forth the entire understanding and agreement among us with respect to the subject matter hereof. The following Sections survive any termination of this Agreement: 10 (Ownership), 11 (Fees), 15 (Terminations), 16 (Procedure for Making Copyright Claims), 17 (Disclaimer of Warranty), 18 (Limitation of Liability),

19 (Release), 20 (No Relationship With Your End Users), 23 (Indemnity), 25 (Notices), 26 (Legal Disputes), 27 (Law and Forum of Legal Disputes), 28 (Export), and 29 (General)..

c. Severability. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. In our sole discretion, we may assign this Agreement in accordance with the Notices Section. Headings are for reference purposes only and do not limit the scope or extent of such section. Our failure to act with respect to a breach by you or others doesn't waive our right to act with respect to subsequent or similar breaches. We do not guarantee we will take action against all breaches of this Agreement.

END!