

Terms of Service

This is a binding agreement (the “Agreement”) between you (“you”) and BOLO-Mobile, LLC (“BOLO Mobile” or the “Company”). This Agreement was last updated on March 15, 2018. These terms and conditions (the “Terms”) and all related documentation including the documents incorporated herein by reference govern your use of the BOLO Mobile application (the “Application”) and the BOLO Mobile services (the “Services”). The Application and Services include cloud based, web and mobile, photo sharing software subscriptions for use by law enforcement the use of which is governed by these Terms and the terms of a separate enrollment form (the “Enrollment Form”) and an active subscription agreement between the authorized law enforcement agency you represent (“Subscriber”) and the Company (the “Subscription Agreement”). The Application is licensed, not sold, to you. Please visit this page www.bolomobile.com/terms_of_service frequently to check for changes in these Terms of Service. The date of the last update will be posted at the top of these Terms of Service for your convenience. Your continued use of the Services following the posting of any changes to these Terms of Service constitutes your full acceptance of those changes.

THIS AGREEMENT TOGETHER WITH THE ENROLLMENT FORM AND SUBSCRIPTION AGREEMENT AND THE DOCUMENTS REFERENCED THEREIN GOVERN YOUR USE OF THE BOLO Mobile SERVICES AND APPLICATION. BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE, BY USING THE BOLO-Mobile SERVICES, BY ACCESSING OR USING THE APPLICATION, BY EXECUTING AN ORDER FORM, OR BY SIGNING A SUBSCRIPTION AGREEMENT THAT REFERENCES THIS AGREEMENT, YOU:

- (A) AGREE TO THE TERMS OF THIS AGREEMENT;
- (B) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT;
- (C) REPRESENT THAT YOU ARE AN EMPLOYEE OF AN AUTHORIZED LAW ENFORCEMENT GROUP OR A MEMBER OF THEIR TECHNOLOGY SUPPORT STAFF;
- (D) REPRESENT THAT YOUR USE OF THE APPLICATION OR SERVICES IS FOR LAW ENFORCEMENT PURPOSES ONLY AND NOT FOR COMMERCIAL PURPOSES (IF YOUR INTENDED USE IS FOR COMMERCIAL PURPOSES, YOU MUST CONTACT THE COMPANY AND ANY SUCH USE WOULD BE SUBJECT TO THE APPROVAL OF THE COMPANY AND GOVERNED BY A SEPARATE AGREEMENT);
- (E) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS.
- (F) UNDERSTAND THAT MESSAGE AND DATA RATES MAY APPLY THROUGH YOUR MOBILE PHONE CARRIER AND/OR INTERNET PROVIDER.
- (G) ACKNOWLEDGE THAT UNDER NO CIRCUMSTANCES IS BOLO-Mobile RESPONSIBLE FOR DAMAGES TO YOU OR TO SUBSCRIBER WHETHER IN CONTRACT OR TORT FOR AN AMOUNT EXCEEDING THE AMOUNT PAID

BY SUBSCRIBER UNDER THE ENROLLMENT FORM AND SUBSCRIPTION AGREEMENT FOR THE PREVIOUS TWELVE MONTHS.

IF YOU ARE ENTERING INTO THIS AGREEMENT OR ACCEPTING THESE TERMS ON BEHALF OF SUBSCRIBER OR ANOTHER AUTHORIZED USER THAT HAS ENTERED INTO A SUBSCRIPTION AGREEMENT WITH THE COMPANY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, AND IN SUCH CASE THE TERMS “YOU’ OR “YOUR” SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT DOWNLOAD OR INSTALL OR USE THE APPLICATION OR SERVICES.

You must comply with the Company’s relevant privacy rules available at https://www.bolomobile.com/privacy_policy/ (the “Privacy Policy”). You may not access the Application if you are a competitor or for purposes of monitoring the Company’s availability, performance or functionality or for any other benchmarking or competitive purposes.

1. License Grant. Subject to the terms of this Agreement, Company grants you a limited, non-exclusive, and nontransferable license to:

- (a) download, install, and use the Application for law enforcement purposes only pursuant to the terms of the Subscription Agreement between Subscriber and the Company;
- (b) access, stream, download, and use the Services (as defined in Section 5) made available in or otherwise accessible through the Application, strictly in accordance with this Agreement including without limitation the Terms of Use applicable to such Content and Services as set forth in Section 5 and the terms of any document or policy referenced herein.

2. License Restrictions. You shall not:

- (a) copy the Application, except as expressly permitted by this license;
- (b) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Application;
- (c) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Application or any part thereof;
- (d) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Application, including any copy thereof;
- (e) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Application, or any features or functionality of the Application, to any third party for any reason, including by making

the Application available on a network where it is capable of being accessed by more than one device at any time;

- (f) remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Application; or
- (g) use the Application in, or in association with, the design, construction, maintenance, or operation of any hazardous environments or systems, including any power generation systems, aircraft navigation or communication systems, air traffic control systems, or any other transport management systems; safety-critical applications, including medical or life-support systems or vehicle operation applications.

3. Reservation of Rights. You acknowledge and agree that the Application is provided under license, and not sold to you. You do not acquire any ownership interest in the Application under this Agreement or any other rights thereto other than to use the Application in accordance with the license granted, and subject to all terms, conditions, and restrictions, under this Agreement and the documents and policies referenced herein. Company and its licensors and service providers reserve and shall retain their entire right, title, and interest in and to the Application, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to you in this Agreement.

4. Collection and Use of Your Information; Conduct. You acknowledge that when you download, install, or use the Application, Company may use automatic means to collect information about your mobile device and about your use of the Application. You also may be required to provide certain information about yourself as a condition to downloading, installing, or using the Application or certain of its features or functionality. All information we collect through or in connection with this Application is subject to our Privacy Policy which is incorporated herein by reference [https://www.bolomobile.com/privacy_policy/]. By downloading, installing, using, and providing information to or through this Application, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy. You agree not to use the Services or the Application to transmit any unsolicited advertising, promotional materials or “spam”. You agree not to assume the identity of any individual other than yourself. You agree not to use the Services or Application in any way which: (i) restricts or inhibits any other users from using the Application or Services; (ii) transmits a virus or other harmful component, file or program designed to interrupt, destroy or limit the functionality of any software, hardware, telecommunications equipment or system; (iii) is intended to violate system integrity, including the use of any device, software or routine to interfere with the proper working of the Services or the Application; (iv) monitors or copies content from the Services by using any robot, spider, crawler or other automatic device or manual process, without our prior written permission; (v) imposes an unreasonable or disproportionately large load on our infrastructure; (vi) involves fraudulent or illegal activities; (vii) transmits content that is infringing, libelous,

defamatory, obscene, pornographic, abusive, offensive or otherwise violates any law; or (viii) is intended to harass or annoy others.

5. Content and Services. The Application may provide you with access to Company's website located at www.bolomobile.com (the "**Website**") and products and services accessible thereon. Content includes information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Subscriber or an Authorized User ("Authorized User" is a person or entity who has entered into a subscription agreement with the Company) through the Services (collectively, the "Content").
6. Geographic Restrictions. The Content and Services are for access and use only by persons located in the United States.
7. Updates. Company may from time to time in its sole discretion develop and provide Application updates, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, "**Updates**"). Updates may also modify or delete in their entirety certain features and functionality. You agree that Company has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Based on your mobile device settings, when your mobile device is connected to the internet either:
 - (a) the Application will automatically download and install all available Updates; or
 - (b) you may receive notice of or be prompted to download and install available Updates.

You shall promptly download and install all Updates and acknowledge and agree that the Application or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the Application and be subject to all terms and conditions of this Agreement.

8. Third-Party Materials. The Application may display, include, or make available third-party content (including data, information, applications, and other products, services, and/or materials) or provide links to third-party websites or services, including through third-party advertising ("**Third-Party Materials**"). You acknowledge and agree that Company is not responsible for Third-Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. Company does not assume and will not have any liability or responsibility to you or any other person or entity for any Third-Party Materials. Third-Party Materials and links thereto are provided solely as a convenience to you, and you access and use them entirely at your own risk and subject to such third parties' terms and conditions.
9. Term and Termination.

- (a) The term of Agreement commences when you download the Application and will continue in effect until terminated by you or Company as set forth in this Section 9 and the Subscription Agreement or Enrollment Form.
- (b) You may terminate this Agreement by deleting the Application and all copies thereof from your mobile device.
- (c) For voluntary termination you agree to contact your group BOLO Mobile administrator and ask for your individual access to be deleted.
- (d) Company may terminate this Agreement in accordance with the terms of the Subscription Agreement. In addition, this Agreement will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement and you agree that BOLO-Mobile is not responsible for any Content that BOLO Mobile deletes and you agree that maintaining copies of Content is your responsibility.
- (e) Upon termination:
 - (i) all rights granted to you under this Agreement will also terminate; and
 - (ii) you must cease all use of the Application and delete all copies of the Application from your mobile device and account.
- (f) Termination will not limit any of Company's rights or remedies at law or in equity.

10. Disclaimer of Warranties. THE APPLICATION IS PROVIDED TO LICENSEE "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, COMPANY, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE APPLICATION AND THE CONTENT AND SERVICES, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, COMPANY PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE APPLICATION WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS, OR BE ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

11. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, HAVE ANY LIABILITY ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE APPLICATION OR THE CONTENT AND SERVICES FOR:

- (a) PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES.
- (b) DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED THE AMOUNT ACTUALLY PAID BY YOU FOR THE APPLICATION AND SERVICES.

THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. Indemnification. You agree to indemnify, defend, and hold harmless Company and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, arising from or relating to your use or misuse of the Application or the Content and Services.

You will see post from other users. You agree that their shared content entered into BOLO Mobile, and any harm such content may cause you or other parties, is not the responsibility of BOLO Mobile. BOLO Mobile is a tool for photo and knowledge sharing, but does not assume any responsibility whatsoever for the Content shared within by its customers.”

13. Severability. If any provision of this Agreement is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this Agreement will continue in full force and effect.

14. Governing Law. This Agreement is governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or related to this Agreement or the Application or the Services shall be instituted exclusively in the federal courts of the United States or the courts of the Commonwealth of

Massachusetts. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

15. **Entire Agreement.** This Agreement and any other agreements referenced herein constitute the entire agreement between you and Company with respect to the Application and the Services and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the Application.
16. **Waiver.** No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder. In the event of a conflict between this Agreement and any applicable purchase or other terms, the terms of this Agreement shall govern.
17. **Equipment.** (hardware & software) you agree to provide all equipment and software necessary to connect to the Services, including, but not limited to, BOLO Mobile approved web browsers, app store access, a mobile hand set or other mobile access device that is in working order and suitable for use in connection with the Service. If any upgrade in or to the Services requires changes in your equipment or software, you must effect these changes at your own expense. Unless explicitly stated otherwise, any new or additional features that augment or enhance the current Services shall be subject to the terms and conditions of this Agreement. BOLO Mobile uses reasonable efforts to ensure that the Services are available as much as possible. However, there will be occasions when the Services will be interrupted for maintenance, upgrades and emergency repairs or due to failure of telecommunications links and equipment that are beyond our control. By using the Services, you agree that BOLO Mobile will not be liable to you for any modification, suspension or discontinuance of the Services.
18. **Support.** Email us at support@bolomobile.com BOLO Mobile is not responsible for device quality issues or internet connection issues, with your computer or mobile phone hardware, software issues with the operating system of your hardware, or the configuration of your internal network which may block the Service. We will make good faith, reasonable attempts to help with the most common issues users may encounter, but we do not control your network and configuring your network to work with the Services is your responsibility. BOLO Mobile may need to be white-listed. You may be directed to your network administrator, your internet provider, or your mobile device carrier for further assistance. You agree to hold us harmless for your inability to use the service due to your internal network issues, weak level of internet access, computer hardware issues, computer operating system issues, computer internet browser issues, mobile device hardware issues, mobile device operating system issues, or mobile device internet browser issues that we determine in our sole discretion are unrelated to the Service. We will use commercially reasonable best efforts to keep up with the changes made by popular internet browser providers like Google Chrome, Microsoft Internet Explorer, Microsoft Edge, and Firefox. These companies often update their products without notice. If any update to an internet browser causes BOLO Mobile to not function as expected, you may be asked to use a different browser while we work on fixing the issue.