Terms of Use

ASSET PANDA, LLC ("Provider") maintains the ASSET PANDA™ website and mobile application, including related features, products, and services (collectively, the "Service"). You should read these Terms of Use (this "Agreement") carefully before using the Service. Access to and use of the Service is subject to the terms and conditions set forth below, and your use of the Service signifies and constitutes your acceptance of this Agreement. If you do not agree to this Agreement, you should not use the Service. Provider may revise this Agreement from time to time. Although Provider may include a notice on the home page of the Service that the Agreement has been modified, such notice may not remain in place for any extended period of time. Accordingly, you should review the Agreement as posted on the Service from time to time. Using the Service after any revised Agreement has been posted will constitute your acceptance of the revised terms.

Your entry into this Agreement shall not affect any written agreements between you and Provider, all of which shall remain in full force and effect according to their terms. With respect to your use of the Service, any written agreement between you and Provider regarding the Service shall govern in the event of any inconsistency between this Agreement and such written agreement.

1. Purpose of the Service

The Service provides a number of different features, products, and services to assist you in creating and maintaining an inventory of records, including information regarding individuals, business assets, personal property, insurance policies and warranties. The service is not intended to provide legal, tax or financial advice. NEITHER PROVIDER NOR THE SERVICE IS INTENDED TO PROVIDE LEGAL, TAX OR FINANCIAL ADVICE. PROVIDER IS NOT A FINANCIAL PLANNER, BROKER OR TAX ADVISOR AND DOES NOT OFFER PROOF OF OWNERSHIP OR POSSESSION OF RECORDS. The Service is intended only to assist you in maintaining inventories of records and is broad in scope. Your personal situation is unique, and any information and advice obtained through the Service may not be appropriate for your situation. Accordingly, before making any final decisions or implementing any record management, insurance, or financial strategy, you should consider obtaining advice from your accountant or other financial advisers who are fully aware of your individual circumstances. You acknowledge that Provider disclaims any responsibility for or liability related to your use of the Service (see "Disclaimer of Warranties" below).

2. Use of the Service

Use of the Service may be available through a compatible Internet browser or mobile device and may require network connections and software. You agree that you are solely responsible for these requirements, including any applicable changes, updates and fees as well as the terms of your agreement with your mobile device and telecommunications provider. Your right to access and use the Service is personal to you and is not transferable by you to any other person or entity. You are only entitled to access and use the Service for lawful purposes. Accurate records enable Provider to provide the Service to you. You must provide true, accurate, current and complete information about your accounts and you may not misrepresent your registration information. In order for the Service to function effectively, you must also keep your registration information up to date and accurate. If you do not do this, the accuracy and effectiveness of the Service to you will be affected. You agree that Provider may use your feedback, suggestions, or ideas in any way, including in future modifications of the Service, other products or services, advertising or marketing materials. You grant Provider a perpetual, worldwide, fully-transferable, sub-licensable, irrevocable, fully paid-up,

royalty-free license to use the feedback you provide to Provider in any way. You further agree that you will not: (i) use any robot, spider, scraper, deep link or other similar automated data gathering or extraction tools, program, algorithm or methodology to access, acquire, copy or monitor the Service or any portion of the Service, without Provider's express written consent, which may be withheld in Provider's sole discretion; (ii) use or attempt to use any engine, software, tool, agent, or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search the Service, other than the search engines and search agents available through the Service and other than generally available third-party web browsers; (iii) post or transmit any file which contains viruses, worms, Trojan horses or any other contaminating or destructive features, or that otherwise interfere with the proper working of Provider or the Service; or (iv) attempt to decipher, decompile, disassemble, or reverse-engineer any of the software comprising or in any way making up a part of the Service.

3. Lawful Use; Use by Minors

Your access to and use of the Service is subject to all applicable international, federal, state and local laws and regulations. You represent and warrant that you will not use the Service in any manner or for any purposes that are unlawful or prohibited by this Agreement. The Service is not targeted towards, nor intended for use by, anyone under the age of 18. By using the Service, you represent and warrant that you are 18 years of age or older. If you are not at least 18 years of age, do not use, access, or register for the Service. Provider reserves the right to terminate your membership in the event that Provider becomes aware you are under 18.

4. User Accounts

To post information to and otherwise use the Service, you must first register by creating a User Account. User Account registration requires you to submit to Provider certain personal information, such as your name, address, mobile phone number, and other information. If you choose to set up your User Account to electronically pay for certain fee-based Services, you will also be required to provide a valid payment method (either a credit card or accepted payment partner). You grant Provider the right to provide any information you submit to Provider to third parties for purposes of facilitating the completion of any monetary transactions initiated by you or on your behalf. You understand that your continued use of the Services following any trial period may result in charges to you for the Services ("Charges"). Charges will be inclusive of applicable taxes where required by law. Charges are based on Services purchased and not actual usage and fees paid are non-refundable. Provider reserves the right to establish, remove and/or revise the Charges to you for the Services for all or part of the Services at any time in Provider's sole discretion. Provider will use reasonable efforts to inform you of such Charges and You may elect to cancel the Services rather than pay the Charges. You understand that your continued use of the Services following notice from Provider may result in charges to you for the Services and that Provider may terminate or suspend the Services until you have paid the Charges.

In addition to our use of third parties to process monetary transactions (e.g. credit card transactions), we also have arrangements with vendors who provide us with certain required hosting and data storage services (e.g. Amazon Web Services ("AWS") cloud storage) and who may provide you with certain optional services that you may request for an additional fee. Unless additional terms are presented to you regarding any such services, your use of such services is governed by this Agreement, any optional services you order are non-cancellable, and the applicable fees are non-refundable. If any third party increases the fees it charges Provider for any part of such services, Provider will provide notice to you of any resulting increase to the Charges, which will be effective immediately. Those companies are provided (either by us or directly by you) with your information as part of the service for which they are hired. These companies are authorized to use your information only as necessary to provide these services. We

require these companies to maintain the confidentiality of the information they receive, and prohibit them from using the information for any other purpose.

You are responsible for safeguarding the password that you use to access your User Account, and it is recommended that you choose a strong password, i.e., a password of sufficient length and complexity such that third parties will not readily guess your password. You should take measures to maintain and preserve the confidentiality of the username and password associated with your User Account, and you must notify Provider promptly of any unauthorized use or suspected breach of security of your User Account. Provider shall not be liable for any losses that may result from any unauthorized use of your User Account or failure to maintain appropriate confidentiality measures. You agree not to disclose your password to any third party and to take sole responsibility for any activities or actions under your User Account, whether or not you have authorized such activities or actions. Provider owns your User Account credentials and may revoke or change them at any time.

5. User Content

By using the Service, you may choose to submit information, data, passwords, usernames, PINs, other log-in information, as well as information regarding records, photographs, and other materials and content relating thereto (collectively, the "User Content"). You expressly agree that you shall not post any User Content: (i) that infringes or misappropriates any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (ii) that violates any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (iii) that is or may reasonably be considered to be defamatory, libelous, hateful, racially or religiously biased or offensive, unlawfully threatening or unlawfully harassing to any individual, partnership or corporation; pornographic or obscene (iv) that contains individually identifiable health information subject to the HIPAA Privacy Rule; (v) that violates any other agreement you may have entered into with a third party; or (vi) that contains any computer viruses, worms or other potentially damaging computer programs or files.

6. Rights you Grant to Provider

By submitting User Content to Provider through the Service, you are licensing that User Content to Provider solely for the purpose of providing the Service. Included among that User Content is your name and logo, which you hereby authorize Provider to display on its website and customer list and in Provider's marketing materials. Provider may use and store the User Content, but only to provide the Service to you. By submitting this User Content to Provider, you represent that you are entitled to submit it to Provider for use for this purpose, without any obligation by Provider to pay any fees or other limitations.

7. Access to Third Party Accounts

If you choose to use or access third party websites and/or accounts through the Service, such as eBay®, Amazon.com®, Facebook®, and Twitter®, you will be directly connected to the website for the third party you have identified. By using the Service in this manner, you expressly authorize Provider to access your account information maintained by such third parties, on your behalf as your agent. Provider will submit information including usernames and passwords that you provide to log you into the third party site. You hereby authorize and permit Provider to disclose, use and store information submitted by you to the Service (such as account passwords and user names) to accomplish the foregoing and to configure the Service so that it is compatible with the third party sites to which you submit your information. For purposes of this Agreement and solely to provide the account

information to you as part of the Service, you grant Provider a limited power of attorney, and appoint Provider as your attorney-in-fact and agent, to access third party sites, retrieve and use your information with the full power and authority to do and perform each thing necessary in connection with such activities, as you could do in person. YOU ACKNOWLEDGE AND AGREE THAT WHEN PROVIDER IS ACCESSING AND RETRIEVING ACCOUNT INFORMATION FROM THIRD PARTY SITES, PROVIDER IS ACTING AS YOUR AGENT, AND NOT AS THE AGENT OF OR ON BEHALF OF THE THIRD PARTY. You understand and agree that the Service is not sponsored or endorsed by any third parties accessible through the Service.

8. Intellectual Property Rights

Unless otherwise noted, all text, images, graphics, photographs, video clips, designs, icons, sounds, information, data, and other materials appearing on the Service which are not User Content (the "Provider Content") and all methods, methodologies, procedures, processes, know-how, software, algorithms, techniques, and other technology (the "Technology") displayed, used, or incorporated on the Service by Provider are copyrights, trademarks, service marks, trade secrets, or other intellectual property or proprietary content owned or licensed by Provider. You may use the available Provider Content and Technology only for your own personal use and internal business purposes, but you may not reverse-engineer or decompile any of the Technology. You may print a copy of available Provider Content solely for such purposes, but you may not remove any copyright, trademark or other notice displayed on the corresponding webpage or print-out. You may not use the available Provider Content and Technology on behalf of any third party or as part of a managed service. You may not distribute, publish, transmit, modify, create derivative works from, or in any way exploit, any of the available Provider Content and Technology, in whole or in part, for any purpose without the express written permission of Provider or the respective owner. Nothing in this Agreement shall be construed as granting any permission (except as set forth in this paragraph), right, or license in any of the Provider Content or Technology. All intellectual property rights are fully reserved by Provider and any third party owners of those rights.

9. Links to and from Other Websites

Portions of the Service may include links to third-party websites. In addition, you may have entered the Service via links on other third-party websites. Such links are provided or permitted to exist as a convenience measure, and Provider is not responsible for the information, advertising, products, services, content, or other material of any third-party website, regardless of whether such third-party website links to the Service or is accessible by a link from the Service. The inclusion and use of links does not imply sponsorship or endorsement by Provider of any third-party website. Provider may provide experiences on social media platforms such as Facebook® and Twitter® that enable online sharing and collaboration among users who have registered to use them. Any content you access or post through such platforms, e.g., pictures, information, opinions, or any personal information that you make available to other participants on these social platforms, is subject to the terms of use and privacy policies of those platforms. Please refer to those social media platforms to better understand your rights and obligations with regard to such content.

10. Use of "Cookies" and Similar Tools

You understand and agree that Provider may store information on your computer in the form of a "cookie" or similar tool for purposes of improving the functionality of the Service.

11. Disclaimer of Warranties

Provider does not warrant that the Service will be available. Your access and use of the Service may be interrupted from time to time for any of several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance or repair of the Service or other actions that Provider, in its sole discretion, may elect to take. Provider does not warrant that User Content, Provider Content, or Technology, regardless of its source, is accurate, complete, reliable or current. The Service is provided for informational purposes only and does not constitute an endorsement by Provider of any product, service or merchant. You should not rely on such information in situations where its inaccuracy could cause you to suffer any loss. ALL PRODUCTS, SERVICES, INFORMATION, DATA, TEXT, USER CONTENT, PROVIDER CONTENT, TECHNOLOGY, AND RELATED GRAPHICS CONTAINED WITHIN OR AVAILABLE THROUGH THE SERVICE ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS. PROVIDER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SERVICE. WITHOUT LIMITING THE FOREGOING, PROVIDER DOES NOT WARRANT OR REPRESENT THAT THE SERVICE WILL OPERATE ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICE AND ITS SERVERS WILL BE FREE OF VIRUSES AND OTHER HARMFUL COMPONENTS. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, PROVIDER DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF (I) MERCHANTABILITY OR SATISFACTORY QUALITY, (II) FITNESS FOR A PARTICULAR PURPOSE, (III) TITLE, AND (IV) NON-INFRINGEMENT OF THE RIGHTS OF THIRD PARTIES. PROVIDER FURTHER MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED AS TO: (I) THE AVAILABILITY OF TELECOMMUNICATION SERVICES AND ACCESS TO THE SERVICE AT ANY TIME OR FROM ANY LOCATION; (II) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF YOUR TELECOMMUNICATION SERVICES; AND (III) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS OR SETTINGS CONNECTED WITH THE SERVICE.

12. Limitations on Liability

In no event shall Provider, its agents, licensors, or service providers, or any other person or entity involved in creating, promoting, maintaining, hosting, or otherwise making available any User Content, Provider Content, Technology, or other aspect of the Service, be liable to you or any other person or entity for any direct, indirect, incidental, special, consequential, punitive, or other such damages, including but not limited to any damages associated with: (i) loss of goodwill, profits, business interruption, or data, or other such losses; (ii) your inability to use the Service, any unauthorized use of the Service, or any function of the Service or failure of the Service to function; (iii) the provision of or failure to provide any service though the Service; (iv) errors or inaccuracies in the User Content, Provider Content, Technology, or any advertising or other information, software, products, services, and related graphics used, viewed, or obtained through the Service; or (v) any property loss including damage to your computer or computer system caused by viruses or other harmful components encountered during or on account of access to or use of this Service or any third-party website linked to this Service. These limitations of liability shall apply regardless of the form of action, whether based in contract, negligence, strict liability, other tort, or otherwise, and even if Provider has been advised of the possibility of any particular damages. To the extent you allege or assert any damages associated with the Service which are not excluded by the foregoing, then Provider's liability (and that of its agents, licensors, or service providers) for such damages shall not exceed one hundred dollars ($100.00 USD).

13. Indemnification

You agree to indemnify, defend, and hold harmless Provider, its agents, licensors, and service providers, and their respective past and present officers, directors, employees, and representatives, from and against any and all claims, actions, demands, liabilities, costs, and expenses, including, without limitation, reasonable attorneys' fees, resulting from your breach of any provision of this Agreement, including any warranty you provide herein, or otherwise resulting in any way from your use of the Service.

14. Copyright Complaints

If you have a good faith belief that your work has been copied in a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated, please provide Provider's designated agent with the following information:

- a physical or electronic signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest that is allegedly infringed;
- identification or description of the copyrighted work or other intellectual property that you claim has been infringed. If you are asserting infringement of an intellectual property right other than copyright, please specify the intellectual property right at issue (for example, trademark or patent);
- identification or description of where the material that you claim is infringing is located on the Service, with enough detail that we may find it on the Service;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the use of the material complained of is not authorized by the copyright or intellectual property owner, its agent, or the law; and
- a statement by you, made under penalty of perjury, that the information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Provider's agent designated to receive claims of copyright or other intellectual property infringement may be contacted by email at the following address: admin@assetpanda.com. Provider has adopted and implements a policy that provides for the termination in appropriate circumstances of the accounts of users who repeatedly infringe copyrights or other intellectual property rights of Provider and/or others. For more details on the information required for valid DMCA notification, see 17 U.S.C. 512(c)(3). You should be aware that, under the DMCA, claimants who make misrepresentations concerning copyright infringement may be liable for damages incurred as a result of the removal or blocking of the material, court costs, and attorneys fees.

15. Governing Law; Disputes; Enforceability

These Terms and the relationship between you and Provider will be governed by the laws of the State of Texas, USA (or applicable federal law), without regard to its conflict of law provisions. You agree to submit to the personal jurisdiction of the state and federal courts located in Texas, and waive any objections thereto. You further agree that any dispute arising from or related to your use of the Service must be brought exclusively in the state or federal courts located in Dallas County, Texas, unless a Texas mandatory venue statute applies to the dispute, in which case the Texas county of mandatory venue shall be the exclusive jurisdiction for such dispute. You expressly consent to the personal jurisdiction of such courts and waive all objections hereto. If any provision of this Agreement shall be determined to be void or unenforceable in whole or in part, the remaining provisions of this Agreement shall not be affected thereby and shall remain in force and effect.

16. Assignability

Provider may assign this Agreement and its rights and obligations hereunder to an affiliated company or, in the event of a merger or acquisition of Provider or the sale of substantially all of Provider's assets related to the services being provided to you, to the surviving or successor entity with reasonable notice to you. You may not assign this Agreement or the rights and obligations hereunder without the prior written consent of Provider.

17. Term Termination

The term of this Agreement shall commence upon your first use of the Service, and shall continue (i) as long as you or any persons given access by you retain access rights to the Service, or (ii) until Provider ceases to operate the Service or closes your User Account. Provider shall not have any ongoing obligation to provide the Service; thus, Provider may cease to operate the Service at any time and for any reason. Without limiting the foregoing, Provider may cease to provide your User Account in the event of: (i) any dispute or termination of Provider's relationship with you; (ii) any dispute concerning ownership or control of your User Account; or (iii) use of your User Account in a manner that Provider, in its sole discretion, considers improper or unacceptable. Provider reserves the right to limit the period of time during which Provider may make any User Content pertaining to you available on the Service. The Service should not be viewed as your backup, archival or storage service with respect to any User Content.

18. Privacy Policy

Any data that you provide to Provider using this Service is subject to the Privacy Policy that is posted on the Service and in effect at the time such data is provided. Provider may update its Privacy Policy from time to time, so you should be sure to review the Privacy Policy posted on the Service prior to providing any information to Provider using the Service. This Agreement and Provider's Privacy Policy (which is incorporated herein by reference) constitute the entire Agreement and supersede any other agreements or understandings (oral or written) between you and Provider with respect to their subject matters.

19. Google Maps Specific Terms

In addition to your agreement with the foregoing terms and conditions, the following provisions apply with respect to your use of the Google Maps functionality that may be embedded in the App. Your use of such functionality is governed by the Google Maps/Earth Additional Terms of Service, which are available at https://www.google.com/help/terms_maps.html. By using such functionality, you are agreeing to be bound by Google's Terms of Service and the Google privacy policy, which can be found at https://www.google.com/privacy.html.