

TERMS AND CONDITIONS OF USE

THESE TERMS AND CONDITIONS OF USE (“TERMS AND CONDITIONS”) APPLY TO YOU (“YOU” OR “USER”) AND YOUR USE OF FIELDSYNC® BRAND PRODUCTS OR SOFTWARE, A SERVER HOSTED BY FIELDSYNC MOBILE SOLUTIONS, LLC (THE “COMPANY”) OR BY A THIRD-PARTY HOSTING PROVIDER ON THE COMPANY’S BEHALF, OR THE USE OF THE WWW.FIELDSYNC.NET WEBSITE OR ANY ASSOCIATED SUBDOMAINS OR NETWORKED MOBILE APPLICATIONS (COLLECTIVELY, THE “FIELDSYNC PLATFORM”).

BY CLICKING ON THE “I ACCEPT” BUTTON OR USING THE FIELDSYNC PLATFORM YOU ACCEPT AND AGREE TO THESE TERMS AND CONDITIONS. IT IS IMPORTANT THAT YOU READ THE ENTIRETY OF THESE TERMS AND CONDITIONS BEFORE ACCEPTING THEM. IF YOU ARE ACCEPTING THESE TERMS AND CONDITIONS ON BEHALF OF AN ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS. 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 THESE TERMS AND CONDITIONS AND MAY NOT USE THE FIELDSYNC PLATFORM. YOUR USE OF THE FIELDSYNC PLATFORM IS CONDITIONED ON YOUR ACCEPTANCE OF, AND COMPLIANCE WITH THESE TERMS AND CONDITIONS. WE ENCOURAGE YOU TO REVIEW THESE TERMS AND CONDITIONS WITH YOUR LEGAL COUNSEL BEFORE ACCEPTING THEM. PLEASE ALSO PRINT OUT AND RETAIN A COPY OF THESE TERMS AND CONDITIONS IN YOUR RECORDS.

THESE TERMS AND CONDITIONS WERE LAST UPDATED BY US ON SEPTEMBER 26, 2014. WE MAY AT ANY TIME, WITHOUT PRIOR NOTICE TO YOU, REVISE THESE TERMS AND CONDITIONS, WHICH REVISIONS WILL BE EFFECTIVE IMMEDIATELY.

1. GENERAL USAGE

These Terms and Conditions apply to you and all other users, including without limitation, your employees, independent contractors, or customers, of the FieldSync Platform, including, without limitation, users who are also contributors of item listings, video content, information, forum posts, blogs, and other materials or services to the FieldSync Platform. The FieldSync Platform may contain links to third-party websites that are not owned or controlled by the Company; the Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites. In addition, the Company will not and cannot censor or edit the content of any third-party site. By using the FieldSync Platform, you expressly relieve the Company from any and all liability arising from your use of any third-party website. Accordingly, we encourage you to be aware when you leave the FieldSync Platform and to read the terms and conditions and privacy policy of each other website that you visit. YOU MAY BE ASKED TO ENTER INTO CONTRACTS WITH THOSE THIRD-PARTY SITES OR THEIR OWNERS OR OPERATORS BY VIRTUE OF YOUR CLICKING ON A LINK ON THIS SITE AND BEING TRANSPORTED TO THE EXTERNAL THIRD-PARTY SITE(S). YOU

UNDERSTAND AND ACCEPT THE RISK OF PERHAPS BEING REQUIRED TO ENTER INTO SUCH THIRD-PARTY CONTRACTS AS A CONDITION OF YOUR RECEIVING THE SERVICES PROVIDED BY THE FIELDSYNC PLATFORM AND THE LINKED THIRD-PARTY SITES AND THAT THE COMPANY IS NOT RESPONSIBLE FOR YOUR ACTIONS OR INACTIONS IN CONNECTION WITH ANY THIRD-PARTY SITE.

To view or access all the features of the FieldSync Platform, your web browser may require additional third-party software, also known as plug-ins, add-ons, extensions, etc. The Company makes no warranties that this third-party software will be compatible with your computer and specifically disclaims any liability for direct or consequential damages that arise when you download, install, or use third-party software to access the content or features of the FieldSync Platform.

2. FIELDSYNC PLATFORM ACCESS

The Company hereby grants you a limited, revocable license to use the FieldSync Platform subject to your compliance with these Terms and Conditions and conditioned upon: (i) your use of the FieldSync Platform solely as permitted hereby and in connection with your use of the Services (as defined in the Master Subscription Agreement), if applicable; (ii) you will not copy or distribute any part of the FieldSync Platform in any medium without the Company's prior written authorization; (iii) you will not alter or modify any part of the FieldSync Platform other than as may be reasonably necessary to use the FieldSync Platform for its intended purpose; (iv) you will not register or obtain domain names, Twitter handles, Facebook pages, or Instagram, Pinterest or other social media accounts using or incorporating any Company intellectual property, including but limited to its trademarks; and (v) you will otherwise comply with these Terms and Conditions.

In order to access some features of the FieldSync Platform, you may have to create an account. You may never use another's account without the Company's permission. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You must notify the Company immediately of any breach of security or unauthorized use of your account. Although the Company will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of the Company or others due to such unauthorized use.

You agree not to use or launch any automated system, including without limitation, "robots," "spiders," "offline readers," etc., that accesses the FieldSync Platform in a manner that sends more request messages to the servers in a given period of time than a human can reasonably produce in the same period by using a conventional web browser. You agree not to collect or harvest any personally identifiable information, including account names, from the FieldSync Platform, and not to use the communication systems provided by the FieldSync Platform for any commercial solicitation purposes. You agree not to solicit, for commercial purposes, any users of the FieldSync Platform.

3. INTELLECTUAL PROPERTY RIGHTS

The content on the FieldSync Platform, including without limitation, the text, software, metatags, scripts, graphics, photos, sounds, music, videos, interactive features and the like (“Content”) and the trademarks, service marks, trade dress and logos contained therein (“Marks”), are owned by or licensed to the Company, subject to copyright and other intellectual property rights under United States and foreign laws and international conventions. Content on the FieldSync Platform is provided to you AS IS for your information and personal use only and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners.

The Company reserves all rights not expressly granted in and to the FieldSync Platform and the Content. You agree not to engage in the use, copying, or distribution of any of the Content other than expressly permitted herein. If you download or print a copy of the Content for personal use, you must retain all copyright and other proprietary notices contained therein. You agree not to circumvent, disable or otherwise interfere with security related features of the FieldSync Platform or features that prevent or restrict use or copying of any Content or enforce limitations on use of the FieldSync Platform or the Content therein.

4. UNSOLICITED IDEA SUBMISSION POLICY

Please do not send unsolicited ideas to the Company, including but not limited to ideas for advertising campaigns, promotions, products, product improvements, processes, materials, marketing plans, or product names. Neither the Company nor any of its employees accept or consider unsolicited ideas. This policy is intended to avoid misunderstandings or disputes when the Company’s products, services, or marketing strategies seem similar to unsolicited ideas that were submitted to the Company.

If, despite our request that you not send us your ideas, you still send them, then regardless of what your submission states, the following terms shall apply to your submission: (1) you agree that your ideas will automatically become the property of the Company, without compensation to you, and (2) you agree that the Company can use the ideas for any purpose and in any way—even give them to others.

The Company does, however, welcome your feedback regarding many areas of our existing business. If you want to send us your feedback—and we hope you do—just use our “Support” page available at <http://www.fieldsync.net/en/support>. Please provide only specific feedback on our existing products or marketing strategies (in other words, do not include any unsolicited ideas that our policy will not permit us to accept or consider).

5. WARRANTY DISCLAIMER

YOU AGREE THAT YOUR USE OF THE FIELDSYNC PLATFORM SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, THE COMPANY, ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION

WITH THE FIELDYSNC PLATFORM AND YOUR USE THEREOF, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE CONTENT OF THE FIELDYSNC PLATFORM OR ANY SITES LINKED TO THE FIELDYSNC PLATFORM AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE FIELDYSNC PLATFORM, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREON, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR WEBSITE, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE FIELDYSNC PLATFORM BY ANY THIRD PARTY, OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, E-MAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE FIELDYSNC PLATFORM.

THE COMPANY DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE FIELDYSNC PLATFORM OR ANY HYPERLINKED WEBSITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND THE COMPANY WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

6. LIMITATION OF LIABILITY

IN NO EVENT SHALL THE COMPANY, ITS AFFILIATES, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE FIELDYSNC PLATFORM, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE FIELDYSNC PLATFORM, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE FIELDYSNC PLATFORM BY ANY THIRD PARTY, OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, E-MAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE FIELDYSNC PLATFORM, WHETHER BASED ON WARRANTY, CONTRACT,

TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

The Company makes no representations that the FieldSync Platform is appropriate or available for use in locations outside the USA. Those who access or use the FieldSync Platform from other jurisdictions do so at their own volition and are responsible for compliance with local law.

7. INDEMNITY

You agree to defend, indemnify, and hold harmless the Company, its affiliates, and their respective officers, directors, employees, and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the FieldSync Platform; (ii) your violation of any term of these Terms and Conditions of Use; or (iii) your violation of any third-party right, including without limitation any copyright, patent, trademark, property, or privacy right. This defense and indemnification obligation will survive these Terms and Conditions of Use and your use of the FieldSync Platform.

8. ABILITY TO ACCEPT TERMS AND CONDITIONS OF USE

You affirm that you are either 18 or more years of age on the date at your location at which you click on "I Agree," are an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms and Conditions of Use, and to abide by and comply with these Terms and Conditions of Use.

9. ACCEPTANCE OF TERMS AND CONDITIONS BY THE COMPANY

You or, if applicable, your employer or independent contractor, may request or authorize the Company to access your computer or mobile device on your behalf in order to implement the FieldSync Platform or upload or store your information thereon and, in such event, you agree and acknowledge that the Company is authorized and directed to accept these Terms and Conditions on your behalf (including, without limitation, by affirmatively clicking through any prompts relating to these Terms and Conditions or the FieldSync Platform). You agree that these Terms and Conditions are binding on you, and you shall comply fully with them, even if the Company accepts these Terms and Conditions, accesses your computer or mobile device on your behalf in order to implement the FieldSync Platform or upload or store your information thereon, or affirmatively clicks-through any prompts relating to these Terms and Conditions or the FieldSync Platform on your behalf.

10. ASSIGNMENT

These Terms and Conditions of Use, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by the Company without restriction.

11. GENERAL

You agree that: (i) the FieldSync Platform is to be deemed to be based solely in Idaho, USA; and (ii) the FieldSync Platform is to be deemed a passive website that does not seek to purposefully avail itself of the benefits and privileges of doing business in any state other than Idaho and thus does not give rise to personal jurisdiction over the Company, either specific or general, in jurisdictions other than Idaho. These Terms and Conditions of Use shall be governed by the internal substantive laws of the State of Idaho, without respect to its conflict of laws principles. Any claim or dispute between you and the Company that arises in whole or in part from the FieldSync Platform shall be decided exclusively by a court of competent jurisdiction located in county in which the Company's principal offices are located. These Terms and Conditions of Use, together with the Privacy Policy at <http://www.fieldsync.net/en/about/privacy-policy/> and your Master Subscription Agreement and related Terms (as defined therein), and any other legal notices published by the Company on the FieldSync Platform, shall constitute the entire agreement between you and the Company concerning the FieldSync Platform. If any provision of these Terms and Conditions of Use is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms and Conditions of Use, which shall remain in full force and effect. No waiver of any term of these Terms and Conditions of Use shall be deemed a further or continuing waiver of such term or any other term, and the Company's failure to assert any right or provision under these Terms and Conditions of Use shall not constitute a waiver of such right or provision.

The Company may amend these Terms and Conditions of Use at any time. If you wish to be notified of any changes to these Terms and Conditions of Use, you must e-mail us at support@fieldsync.net, and if your e-mail address changes at any time, you are responsible for notifying us of your new address by sending an e-mail to support@fieldsync.net. If you choose not to be notified of any changes to these Terms and Conditions of Use by not complying with the preceding e-mail notification requirements, you thereby waive your right to notification and agree that you are responsible for reviewing these Terms and Conditions of Use each time you visit this FieldSync Platform. In all cases, your use of the FieldSync Platform following any amendment of these Terms and Conditions of Use will signify your assent to and acceptance of its revised terms, even if we fail to send you an e-mail notification. CONTACTING US VIA EMAIL FOR THE PURPOSES SET FORTH ABOVE CONSTITUTES YOUR OPTING-IN TO RECEIVE EMAIL COMMUNICATIONS FROM US FOR PURPOSES OF THE UNITED STATES CAN-SPAM ACT.

AGREED TO AND ACCEPTED BY:

“COMPANY”

“USER”

FieldSync Mobile Solutions, LLC
(Signature)

(Signature)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____