



Revolutionizing the remote mobile experience.

yodelME Terms of Service

YodelME is the service brand of JA2 Application Inc. (“YodelME”, “we”, or “us”). Please read these Terms of Service (the “Terms”) and the yodelME Privacy Policy carefully because they govern your use of our Service (as defined below). By using our Services, you agree to be bound by these Terms. Please contact us with any questions at support@yodelme.com.

YodelME enables you to be, or to be in communication with, a team owner (“Team Owner”), a team manager (“Team Manager”), a monitoring service, or other users (“Teammates”) of the yodelME service network to allow for ongoing reporting and monitoring of Teammate safety and location. YodelME is engaged in the business of providing the yodelME software and application (the “App”), the yodelME cloud services and team monitoring website (the “Services”), yodelME user accounts (the “Account”) and if necessary, the yodelME hardware (the “Hardware”). YodelME may offer additional services such as 24/7 team monitoring and premium service support (“Premium Services”).

Additional Terms of Service may apply when purchasing, leasing, or using the yodelME Hardware and Premium Services.

Agreement to Terms

BY USING OUR SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS INCLUDING ANY POLICIES OR OTHER TERMS REFERENCED IN OR INCORPORATED BY THESE TERMS (SUCH AS THE PRIVACY POLICY). BY ACCEPTING THIS AGREEMENT, SIGNING UP FOR AN YODELME ACCOUNT OR BY ANY OTHER FORM OF ORDERING YODELME SERVICES THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. 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 USE THE SERVICES.

Your Access to and Use of the Services

You may access and use the Services only for lawful purposes. The yodelME App is not intended to be used while driving a motor vehicle.

Subject to your compliance with these Terms, yodelME grants you a limited, non-exclusive, non-transferable, non-sublicensable and revocable license to download and install a copy of the App on a mobile device or computer that you own or control and to run such copy of the App. yodelME reserves all rights in and to the App not expressly granted to you under these Terms.



Revolutionizing the remote mobile experience.

You may not share your Account information with, or allow access to your Account by, any third party. You are solely responsible for all activity that occurs under your access credentials, whether or not a third party accesses your Account. Notwithstanding the above, you may allow other certain users, e.g. employees, independent contractors, and other third parties, ("End Users") to access the Services in accordance with these Terms. To the extent that you create any Accounts for other users of the Services, direct us to create any Accounts for End Users, or allow End Users to access the Services, you are responsible for all End Users' activity and ensuring that they are in compliance with these Terms.

You shall comply with any codes of conduct, policies, storage limitations, or other notices yodelME provides you or publishes in connection with the Services from time to time, but if any of those policies materially change the Terms, we will provide you with reasonable notice.

You or your yodelME Team's Owner or Team Manager may have the ability to access, disclose, restrict access to, or permanently remove your Data from your Account and the Service. Team Owners may also have the ability to monitor, restrict, or terminate access to the Services for Accounts associated with the yodelME teams they control. YodelME's responsibilities do not extend to the internal management or administration of yodelME teams. Regardless of your role on the team you create or join, you are responsible for ensuring that your activities are in compliance with these Terms.

To the extent that you allow End Users and Administrators to access the Services or create, or direct us to create, any Accounts for other users, you are responsible for (i) maintaining the confidentiality of usernames and passwords, (ii) managing access to Accounts which you create, and (iii) ensuring that all End Users and users of other Accounts which you create are in compliance with these Terms.

You agree to prevent any unauthorized access or use by End Users or other users of Accounts and terminate any unauthorized use of or access to the Services. You shall promptly notify YodelME if you learn of a security breach related to the Service.

You may not sell, resell or lease the Services unless you have entered into a separate agreement with yodelME to do so.

Any modifications and new features added to the Service are also subject to these Terms. All rights, title and interest in and to the Service and its components (including all intellectual property rights) will remain with and belong exclusively to yodelME, including the rights to any text, graphics, images, music, software, audio, video, documents, works of authorship of any kind, de-identified and aggregated data collected by the Services, and information or other materials that are posted, generated, provided or otherwise made available by us through the Services ("Our Content").

Use of Data

By using the yodelME services you may enter information that is subsequently transmitted and stored by us. In using the features of the App and Services, you may cause user-specific information to be generated that is transmitted and stored by us. Collectively this data ("Your Data") is any data and content you create (directly by entering it, or indirectly by using the service), post, upload, transmit or otherwise make available via the Services. Your Data includes logs you create, location coordinates that are collected, messages you send, documents you upload, profile information and anything else you enter or upload into



Revolutionizing the remote mobile experience.

the Service. We will make commercially reasonable efforts to ensure that all facilities used to store and process Your Data meet a high standard for security.

Your Data does not include aggregated and non-personally identifiable information that we generate in order to operate, monitor, maintain, improve, market, and advertise the Service.

From time to time yodelME may provide, implement, modify, or improve features that provide you the ability to encrypt, modify, or permanently remove some or all of Your Data from the Service (“Data Management”). By using Data Management features you may cause modification or removal of Your Data from the system. You are solely responsible for your use of Data Management features to manage Your Data. yodelME is not responsible for, nor liable for any corruption or loss of data due to use of the Data Management features we provide you.

These Terms do not grant us full ownership of all of Your Data. As between yodelME and you, you are only granting us the rights and licenses necessary to provide our Services to you and any other services for which you have signed up through any of our resellers, business partners and affiliated businesses. In order for us to provide the Services to you, we need to be able to transmit, store and copy Your Data in order to display it to you and to those with whom you share it, to index it so you are able to search it, to make backups to prevent data loss, to send your submissions and messages through our platform, and so on.

For example, if you submit documents or send messages between users you are granting us a royalty-free, perpetual, sublicensable, irrevocable and worldwide license for us to transform, modify, reproduce, display, perform and distribute such documents and messages for your use of the Services.

Your acceptance of our Terms of Service and Privacy Policy grants us any such rights and licenses necessary to provide the Service to you, and any other services or products for which you have signed up through any of our resellers, business partners and affiliated businesses. For example, if you have agreed to share any of Your Data, or any other data we collect in connection with your use of the Services, with one of our partners or affiliates or other third party, you grant us the rights and licenses to share or deliver such data.

You grant us permission to use third-party service providers (such as Amazon Web Services or other cloud service providers) in the operation and administration of the Service and the rights granted to us are extended to these third parties only to the degree necessary in order for the Service to be provided.

You are solely responsible for your conduct (including by and between all users), the content of Your Data, and all communications with others while using the Services. You represent and warrant that you own all Your Data or you have all rights that are necessary to grant us the license rights in Your Data under these Terms. You also represent and warrant that neither Your Data, nor your use and provision of Your Data, nor any use of Your Data by yodelME on or through the Services will infringe, misappropriate or violate a third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation. We are not responsible for the accuracy, appropriateness, or legality of Your Data or any other information you and your users may be able to access using the Services. Should you be in violation of these Terms, we have the right to remove any of Your Data causing such violation.



Revolutionizing the remote mobile experience.

Support and Maintenance

yodelME and/or its agents may interrupt and/or inspect the Services at any time for any duration of time, without notice or liability to the Client, in order to install, inspect, repair, replace or perform necessary maintenance on the Services, or for other technical reasons as may be required.

yodelME does not warrant uninterrupted use of the Services.

yodelME provides you support as needed via email (support@yodelme.com) during normal business hours (9:00 am to 5:00 pm, Pacific time zone, Monday through Friday). yodelME offers enhanced support services as a Premium Service. Contact support@yodelme.com for details.

Provision of Services

yodelME is not required to provide or continue the Services where:

- Is in breach of any term or condition of this Agreement; or
- The Client has failed to make payment of the amounts due for the Services; or
- yodelME would have to incur unusual expenses to bring the Services to the Service Location, which the Client does not agree to pay.

If all or any part of the Services are restricted, blocked, suspended or terminated for cause, yodelME is not obligated to restore the Services. If yodelME agrees to restore the Client's Services, a reconnection service charge may be applied.

yodelME shall have the exclusive authority to make staffing decisions with respect to its personnel and subcontractors in the provision of the Services. yodelME shall use commercially reasonable efforts to provide the Services to the Client materially in conformity with the terms of this Agreement. In performing the Services, yodelME shall be an independent contractor and not an employee or agent of the Client. No provision of this Agreement shall be construed to create a partnership, joint venture, employer-employee, or principal-agent relationship between yodelME and the Client.

All Services are provided by yodelME "as is" and "as available" without warranties or conditions of any kind. yodelME does not warrant uninterrupted use or operation of the Services. yodelME does not warrant that any data or communication sent by or to the Client will be transmitted in uncorrupted form or within a reasonable period of time, or that any content or other material accessible on or from the Services are free of defect, error or viruses.

yodelME may restrict, block, suspend or terminate all or any part of the Services without notice:

- If immediate action must be taken to protect yodelME's facilities, equipment, or network, or if suspension is required by legal requirement, court order, ordinance or regulatory authority;



Revolutionizing the remote mobile experience.

- If yodelME believes that extreme circumstances exist, or that there is an abnormal risk of loss involved in delaying the suspension or termination;
- If the Client misuses or abuses or permits others to misuse or abuse the Services for purposes that are contrary to law or this Agreement; or
- In an emergency situation.

No termination of these Terms shall affect the right of any party to whom money is owed at the time of termination to receive that money according to the provisions of these Terms, or affect any other rights of that party under this Agreement, in equity or at law.

Modification to Terms of Service

We may modify these Terms at any time, in our sole discretion. If we do so, we'll let you know either by posting the modified Terms on our website or through other communications. It's important that you review the modified Terms because if you continue to use the Services after we've let you know that the Terms have been modified, you are indicating to us that you agree to be bound by the modified Terms. If you don't agree to be bound by the modified Terms then you may no longer use the Services.

Because our Services are evolving over time we may change or discontinue all or any part of the Services, at any time and without notice, at our sole discretion.

Limitation of Liability

yodelME shall not be liable for:

- Any interruption or unavailability of the Services;
- Any act or omission of any third party;
- The Client's conduct, acts or omissions;
- Any event beyond the reasonable control of yodelME including acts of God, inclement weather (including lightning), power failures, labour disputes, riots or civil disputes, war or armed conflict, any law, governmental order, decision or regulation, or order of any court of competent jurisdiction;
- yodelME's failure, for any reason, to activate the Services on the activation date the Client requested or date provided to the Client by yodelME;

The Client's sole and exclusive remedy for any material breach of any provision of this Agreement or for any warranty shall not, under any circumstances, exceed the amount of the Fees paid by the Client to yodelME for the Services in the three (3) month period prior to the alleged breach.



Revolutionizing the remote mobile experience.

Under no circumstances shall yodelME be liable to the Client or to any third party for any indirect, special, or consequential damages, including loss of profits and loss of business opportunities, that result in any way from this Agreement, including the Client's use of the Services, or the Client's reliance on or use of any information, service, or material viewed or provided on or through use of the Services, or that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in reception or transmission, or failure of performance of the Services.

yodelME shall not be liable for, and the Client shall indemnify and save yodelME harmless from and against all suits, claims or judgments howsoever arising out of any of the following:

- Claims for libel, slander, infringement of copyright, trademark or other intellectual property rights or contractual rights of any third party or based on any other legal theory howsoever arising from the material, data or other content from the Services;
- Any losses, damages, expenses or costs (including legal fees) arising out of or in connection with any claim, or other proceeding based on a contention that the use of the Equipment and/or the Services by the Client or a third party infringes any intellectual property rights or contractual rights of any third party; or
- Claims by those to whom the Client provide access to the Equipment and/or the Services.

This Agreement shall be governed by and construed in accordance with the law of British Columbia and the parties agree to attorn to the exclusive jurisdiction of the courts of British Columbia.