



IngZ Applications and Websites Terms of Service

IngZ provides various services through our applications (“apps”) and website. This includes apps that reside on cell phones, websites, and applications that work with or interact with third party websites such as Facebook or Twitter, hereafter referred to as “Services”. Any use of such services is provided under these Terms Of Service (“TOS”). Applications may also have a End User License Agreement (EULA) which is agreed to and which also binds the users to certain terms. This terms of service does not invalid or supersede any EULA . Any use of IngZ services implies acceptance of these terms of services. We reserve the right to change these terms of service at any time with no notice. Posting of such changes to our website and emailing registered addresses of user will service as notice of any such changes.

1. Use of IngZ services:

All use of IngZ services and access to such is provided at the discretion of the company. Any violation of these terms of service may result in revocation of right to use and access IngZ services. This does not rule out other legal remedies that may be pursued by IngZ as result of violation of these terms of service. IngZ may revoke access to services at any time, at their discretion and the user releases IngZ from any liability or loss from such revocations.

- a. Grant of license: Acceptance of these terms grants the user a limited, non-exclusive, non-commercial, non-transferable and non-sublicensable license to use IngZ services. IngZ may revoke said license at any time for any reason and the user indemnifies IngZ from any loss or damages incurred from such revocation.

- b. Age: IngZ services are intended for those over 18 years old or those between the ages of 13 and 18 with the consent of a parent or legal guardian. Use by minors under the age of 13 is strictly prohibited by these Terms of Service. IngZ will make efforts to discourage registrations and use of younger users and will terminate any accounts found to be in use by a minor under the age of 13 or those made by minors without consent.
- c. Sole use of account: users may only use accounts created by themselves. Sharing of passwords and accounts is prohibited
- d. Privacy Policy: All collection and handling of user information is covered by our privacy policy which is available on our website. IngZ will offer options to control and manage information collected and stored by us. Use without registration is always allowed, though it may limit functionality of the services.
- e. The User assumes all risks and dangers inherent in use of our products and services. Some services involves physical activity in the outdoors which can be dangerous (i.e. hiking, biking, canoeing, etc). The user warrants that they have the sufficient training and preparation to undertake activities associated with use of our products and services and exempts IngZ from any liability associated with use of our product. IngZ products and services are intended strictly for entertainment and not warranted for any specific purpose including way finding, directions, or geolocation. The user should not rely solely on such services in any life threatening situation.
- f. Consent to Use of Data: As permitted by applicable law, You agree ingZ may collect and use technical data and related information, including but not limited to technical information about Your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to You (if any). As permitted by applicable law, ingZ may use this information to improve its products or to provide services or technologies to You. As

permitted by applicable law, ingZ may also collect information on your location via GPS or other services for use in an application. You consent to the collection of this data.

2. Services:

- a. Third Party Materials. The Services may enable access to ingZ's and third party services and web sites (collectively and individually, "Services"). Use of the Services may require Internet access and that You accept additional terms of service.

You understand that by using any of the Services, You may encounter content that may be deemed offensive, indecent, or objectionable, which content may or may not be identified as having explicit language, and that the results of any search or entering of a particular URL may automatically and unintentionally generate links or references to objectionable material. Nevertheless, You agree to use the Services at Your sole risk and that as permitted by applicable law, ingZ shall not have any liability to You for content that may be found to be offensive, indecent, or objectionable.

Certain Services may display, include or make available content, data, information, applications or materials from third parties ("Third Party Materials") or provide links to certain third party web sites. By using the Services, You acknowledge and agree that ingZ is not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third Party Materials or web sites. As permitted by applicable law, ingZ does not warrant or endorse and does not assume and will not have any liability or responsibility to You or any other person for any third-party Services, Third Party Materials or web sites, or for any other materials, products, or services of third parties. Third Party Materials and links to other web sites are provided solely as a convenience to You.

LOCATION DATA PROVIDED BY ANY SERVICES IS FOR BASIC NAVIGATIONAL PURPOSES ONLY AND IS NOT INTENDED TO BE

RELIED UPON IN SITUATIONS WHERE PRECISE LOCATION INFORMATION IS NEEDED OR WHERE ERRONEOUS, INACCURATE OR INCOMPLETE LOCATION DATA MAY LEAD TO DEATH, PERSONAL INJURY, PROPERTY OR ENVIRONMENTAL DAMAGE. NEITHER INGZ, NOR ANY OF ITS CONTENT PROVIDERS, GUARANTEES THE AVAILABILITY, ACCURACY, COMPLETENESS, RELIABILITY, OR TIMELINESS OF STOCK INFORMATION OR LOCATION DATA DISPLAYED BY ANY SERVICES. YOU SHOULD ALWAYS BE AWARE OF YOUR SURROUNDINGS AND USE THE LICENSED APPLICATION OR ANY THIRD PARTY SERVICE ACCESSED THEREIN IN A SAFE MANNER THAT DOES NOT DISTRACT THEM FROM TASKS WHICH REQUIRE CONCENTRATION (EG. DRIVING, WALKING IN A DANGEROUS OR CROWDED AREA, ETC.).

You agree that any Services contain proprietary content, information and material that is protected by applicable intellectual property and other laws, including but not limited to copyright, patent, trademark, and trade secret laws, and that You will not use such proprietary content, information or materials in any way whatsoever except for permitted use of the Services. No portion of the Services may be reproduced in any form or by any means. You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the Services, in any manner, and You shall not exploit the Services in any unauthorized way whatsoever, including but not limited to, by trespass or burdening network capacity. You further agree not to use the Services in any manner to harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any other party, and that ingZ is not in any way responsible for any such use by You, nor for any harassing, threatening, defamatory, offensive or illegal messages or transmissions that You may receive as a result of using any of the Services.

In addition, third party Services and Third Party Materials that may be accessed from, displayed on or linked to from the iPhone or iPod touch are not available in all languages or in all countries. ingZ makes no representation that such Services and Materials are appropriate or available for use in any particular location. To the extent You choose to

access such Services or Materials, You do so at Your own initiative and are responsible for compliance with any applicable laws, including but not limited to applicable local laws. ingZ, and its licensors, reserve the right to change, suspend, remove, or disable access to any Services at any time without notice. In no event will ingZ be liable for the removal of or disabling of access to any such Services. ingZ may also impose limits on the use of or access to certain Services, in any case and without notice or liability.

- b. User Submitted Content: If you submit any information to us via a Licensed Application, its accompanying websites or any other manner, you agree to the following additional terms: You grant ingZ a Worldwide non-exclusive, perpetual, irrevocable, royalty-free, fully paid, sublicensable, and transferable license to use, edit, modify, reproduce distribute, and otherwise fully use, disseminate, publish, decompile, or use the content you submit in any manner ingZ sees fit.

Your submitted content may be published on our site and be associated with your user name. ingZ also reserves the right to not publish, delete or remove any user submitted content, at its sole discretion based on its privacy policy, this terms of service and its business practices or strategies.

You also grant any user of ingZ's applications or site the right to access, view and use your content via the functionality of the site. Your submission may be augmented, edited and commented on by ingZ staff or users, via the licensed application and other services to better improve the service.

ingZ, at its sole option, may choose to feature or sell your content as part of its service. You agree that any remuneration for such use will be covered under a separate agreement and not part of this EULA. ingZ is not bound to make any payments for any such use unless under a separate signed agreement between both parties. ingZ is not bound to enter into such agreement and will do so only at its sole discretion. If you do not agree to the terms of such separate remuneration agreement,

ingZ may still chose to feature or sell your content as part of ingZ's service.

You represent and warrant that any information used in your submission of content to ingZ was either created by You without the use of any third person's intellectual property, or is information available in the public domain without intellectual property rights protection and free for use. To the maximum extent permitted by law, You hereby indemnify ingZ from any claims, damages, losses, costs, fees, fines and other liabilities arising out of, related to or in connection with Your use of unauthorized intellectual property within our applications and sites.

c. Fictional Property

IngZ, from time to time and at their sole discretion may award points, miles or other premiums to users accounts "Fictional Property" for achievements, accomplishments or for contests. This property belongs to IngZ and is part of the services provided. Users agrees that this property belongs to IngZ as part of the services and has no dollar value. IngZ may offer exchange of this property for certain premiums (hats, keychains and other merchandise) but is under no obligation to do so. Any revocation of service will result in the forfeiture of any such fictional property associated with user accounts and IngZ is not liable for any loss associated with such forfeiture. User agrees that the fictional property has no value and remains the property of IngZ. IngZ may at any time and at their discretion, devalue, debase, replace, modify or eliminate such fictional property. The user indemnifies IngZ from any loss or damage associated with such actions.

3. Acceptable Use Policy (AUP)

The user agrees to comply with and abide by the following AUP. Any violation of the AUP may result in termination of services and other actions by IngZ. This is not an exclusive list of actions or activities that may lead to service revocation but rather a list of expected behavior from

users:

- a. Users will not use the system for any commercial enterprises, other than as specified with a contract with IngZ. They may not send or post advertisements or other inducements to any other users or using any of the services. Users are strictly prohibited from using the system to mail email or “spam” any message, commercial or otherwise
- b. Users are expected to honor the intellectual rights of others and not violate copyright or trademark laws with their creations and postings. Any such material found to be in violation of intellectual property laws will be removed from the system and the user have their use of services revoked.
- c. Users are expect to respect the privacy rights of others, whether users of the system or not. They are prohibited from posting information about individuals without their consent. This includes pictures, video, audio or textual descriptions
- d. Users may not use the system to impugn, mock, “cyberbully”, stalk or otherwise harass any individual, user or non. Any such use of the system will be removed and the user may have their access revoked
- e. Users may not collect other users information for any use other than interaction with them individually. This includes use of automated or programmatic means (bots, scripts, spiders or scrapers).
- f. Users are expected to interact with other users in a civil manner. Any content or postings that is threatening, hateful or incites violence is banned and will result in revocation of service

- g. IngZ's services are intended to be family oriented. Any posting or creation that is obscene, pornographic or otherwise objectionable will be removed from the system and the associated user banned from the system. This includes nudity, profanity, or text containing objectionable information IngZ reserves the sole right to make judgment of content suitability for its services.
- h. Users may not operate any third party services via IngZ service offerings, without the expressed written consent of IngZ. This included applications, services or promotions or anything that isn't part of the services IngZ offers.
- i. Users are expected to provide correct information when registering and provide valid, working email addresses. Any invalid or erroneous registrations will be rejected and use of services denied.
- j. Users are expected to obey local, state and national laws regarding online activities in their jurisdiction. Any action which breaks any law is prohibited and will result in service revocation

4. No Warranty

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE SERVICES IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES, ANY OTHER LICENSED APPLICATION, ANY SERVICES, AND ANY SERVICES PERFORMED OR PROVIDED BY INGZ SERVICES ("SERVICES") ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND INGZ HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE

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- d. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL INGZ BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE SERVICES, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF INGZ HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW

THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. In no event shall IngZ's total liability to you for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount of fifty dollars (\$50.00). The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

- e. Export Restrictions: You may not use or otherwise export or re-export the SERVICES except as authorized by United States law and the laws of the jurisdiction in which the SERVICES was obtained. In particular, but without limitation, the SERVICES may not be exported or re-exported (a) into any U.S. 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 Denied Person's List or Entity List. By using the SERVICES, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use these products for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear, missiles, or chemical or biological weapons.

- f. The SERVICES, Licensed Applications, and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States.

- g. **Governing Law:** The laws of the State of Texas, excluding its conflicts of law rules, govern this license and your use of the SERVICES. Your use of the SERVICES may also be subject to other local, state, national, or international laws.
- h. **Legal Compliance:** You represent and warrant that you are not located in a country subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) he/she is not listed on any U.S. Government list of prohibited or restricted parties.
- i. **Severability.** If any provision of this TOS is deemed unenforceable or invalid by a court, governmental agency or other tribunal with competent jurisdiction, then the unenforceable or invalid provision shall have no effect and the remainder of the provisions of this EULA shall remain in full force and effect to the extent permitted by applicable law.
- j. **Contact Information:** Any questions, complaints or claims regarding the licensed product or this TOS should be directed to the following:

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