

## On Time Connect Terms of Use Agreement

**Last Modified: April 22, 2024**

Welcome to ontimeconnect.com, the website and online service of On Time Connect, LLC (“**Company**,” “**OTC**,” “**we**,” or “**us**”). This page explains the terms by which you may use our online and/or mobile services, website, and software provided on or in connection with the service (collectively the “**Service**”). OTC provides the Service to private industry and governmental entities as a way to monitor and interact with pre-trial, probation, and parole individuals, including without limitation domestic violence offenders (collectively, “**Offenders**”), and to any of the Offenders’ victims (collectively, “**Victims**”) as a way to supervise the activity of Offenders and Victims and to reasonably help prevent further harm. OTC provides the Service to the governmental entities for their benefit and does not have control over the terms by which an Offender is registered with the Service pursuant to an order by a court in that jurisdiction. OTC provides the Service to Victims for their benefit based on the Victim’s consent. By accessing or using the Service (including by downloading any mobile application (“**App**”) we may offer from time to time), you signify that you have read, understood, and agree to be bound by this Terms of Use Agreement (“**Agreement**”) and to the collection and use of your information as set forth in the On Time Connect [Privacy Policy](#), whether or not you are a registered user of our Service. This Agreement applies to all visitors, users, Victims, Offenders, and others who access or use the Service (“**Users**”).

PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION, AS THIS AGREEMENT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS, INCLUDING VARIOUS LIMITATIONS AND EXCLUSIONS ON DAMAGES YOU MAY CLAIM AGAINST US AND INDEMNIFICATION OBLIGATIONS YOU OWE TO US. THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION OF DISPUTES PROVISION THAT, EXCEPT WHERE PROHIBITED BY APPLICABLE LAWS, REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

BY ACCESSING OR USING THE SERVICE, YOU INDICATE YOUR CONSENT TO THIS AGREEMENT.

### **1. Use of the Service. A.**

#### **Eligibility.**

Provided that you are not an Offender who is court ordered to use the Services, you may use the Service only if you can form a binding contract with Company, and only in compliance with this Agreement and all applicable local, state, provincial, federal, national, and international laws, rules and regulations. Anyone under thirteen (13) is strictly prohibited from creating an account for the Service without explicit parental consent. By providing consent for a child under thirteen (13) to use the Service, parents and guardians agree to: (i) exercise oversight of the child’s use of the Service, including ensuring that such use is always in accordance with this Agreement, all documents related hereto, and all applicable laws, and to be fully responsible and liable for the child’s compliance with this Agreement and the child’s use of the Service; (ii) the disclaimers, waivers and limitations of liability set out in this Agreement on your behalf and on the child’s behalf; and (iii) be fully liable for and to fully indemnify, defend, and hold harmless Company and our subsidiaries, agents/mandataries, licensors, managers, and other affiliated companies, and their employees, contractors, agents/mandataries, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to legal fees) arising, directly or indirectly, from such child’s use of the Service or such child’s failure to comply with this Agreement, and all references to “you” or “your” in (i) through (vi) in section 15 will be deemed amended to include your child or your ward, as applicable. The Service is not available to any Users previously removed from the Service by us. If you are not an intended user or court ordered user or have previously removed by the service by OTC, do refrain from using the service immediately. **B. Service Rules.**

You agree not to engage in any of the following prohibited activities: (i) copying, distributing, transmitting, disassembling, decompiling, publicly displaying, republishing, or disclosing any part of the Service in any medium, including without limitation by any automated or non-automated “scraping” or by creating any derivative works of the Service; (ii) determining or attempting to determine any source code, algorithms, methods, or techniques embodied by the Service or any derivative works thereof, or incorporating the Service or any portion thereof into any other program or product; (iii) using any automated system, including without limitation “robots,” “spiders,” “offline readers,” etc., to access the Service in a manner that sends more request messages to the Company servers than a human can reasonably produce in the same period of time by using a conventional on-line web browser; (iv) transmitting spam, chain letters, or other unsolicited email; (v) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Service; (vi) taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure; (vii) uploading invalid

data, viruses, worms, or other software agents through the Service; (viii) collecting or harvesting any personally identifiable information, including account names, from the Service; (ix) using the Service for any commercial solicitation purposes; (x) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; (xi) interfering with, or attempting to interfere with, the proper working of the Service; (xii) accessing any content on the Service through any technology or means other than those provided or authorized by the Service; (xiii) bypassing the measures we may use to prevent or restrict access to the Service, including without limitation any aspects of the Service that prevent or restrict use or copying of any content or enforce limitations on use of the Service or the content therein; (xiv) distributing, licensing, transferring, or selling, in whole or in part, any of the Service or any derivative works thereof; (xv) encouraging any conduct that restricts or inhibits anyone's use or enjoyment of the Service, or which, as determined by us, may harm us or Users of the Service or expose us or them to liability; and (xvi) violating, or promoting the violation of, this Agreement or any applicable federal, provincial, local, state, foreign, or international law or regulation, including any laws regarding the export of data or software, patent, trademark, trade secret, copyright, or other intellectual property or legal rights (including the rights of publicity and privacy of others). **C. License to Use the Service.**

Subject to the terms and conditions of this Agreement, we hereby grant you a non-exclusive, limited, non-transferable, freely revocable license to use the Service for your personal, noncommercial use only, in due case at a cost as agreed with the Company. Company reserves all rights not expressly granted herein in the Service and the Company Content (as defined below in Section 7). Company may terminate this license at any time for any reason or no reason. **D.**

### **Accounts.**

Accounts that you are able to establish with the Service give you access to the services and functionality that we may establish and maintain from time to time and in our sole discretion.

You may never use another User's account without 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. We encourage you to use "strong" passwords (passwords that use a combination of upper- and lower-case letters, numbers and symbols) with your account. You must notify us immediately of any breach of security or unauthorized use of your account. Company will not be liable for any losses caused by any unauthorized use of your account.

Provided that you are not an Offender who is court ordered to use the Service, you may control your User profile and how you interact with the Service by changing settings that are made available to you.

## **2. Service Availability and Our Right to Terminate.**

We may, without prior notice, change the Service; stop providing the Service or certain aspects of the Service, to you or to Users generally; or create usage limits for the Service. If we materially change the Service, we will provide you with at least thirty (30) days' notice. We may permanently or temporarily terminate or suspend your access to the Service without notice and liability for any reason, including if in our sole determination you violate any provision of this Agreement, or for no reason. Upon termination for any reason or no reason, you continue to be bound by this Agreement. You are responsible for all the mobile data usage resulting from the use of Service. Consult your mobile operator concerning your plan, data rate charges and limits. You are solely responsible for your interactions with other Users. We reserve the right, but have no obligation, to monitor disputes between you and other Users. Company shall have no liability for your interactions with other Users, or for any User's action or inaction.

## **3. User Content.**

Some areas of the Service may allow Users to post content such as profile information, images, comments, questions, messages and other content or information (any such content a User submits, posts, displays, creates, or affirmatively chooses to make available on the Service is "**User Content**"). User Content does not include information collected from or about your smartphone, cellular device, or Trackers (defined below in Section 5A). We claim no ownership rights over User Content created or submitted by you. The User Content you create remains yours; however, by sharing User Content through the Service, you agree to the User Content License Grant below, and to allow others to view, edit, and/or share your User Content in accordance with your settings and this Agreement. Company has the right (but not the obligation) in our sole discretion to remove any User Content that is shared via the Service.

You agree not to post or transmit User Content that: (i) may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to you, to any other person, or to any animal; (ii) may create a risk of

any other loss or damage to any person or property; (iii) seeks to harm or exploit children by exposing them to inappropriate content, asking for personally identifiable details or otherwise; (iv) may constitute or contribute to a crime or tort; (v) contains any information or content that we deem to be unlawful, harmful, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, profane, or otherwise objectionable; (vi) contains any information or content that is illegal (including, without limitation, the disclosure of insider information under securities law or of another party's trade secrets); (vii) contains any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships; (viii) contains any information or content that you know is not correct and current; (ix) violates any school or other applicable policy, including those related to cheating or ethics; (x) interferes with other Users of the Service including, without limitation, disrupting the normal flow of dialogue in an interactive area of the Service and deleting or revising any content posted by another person or entity; or (xi) except where expressly permitted, post or transmit charity requests, petitions for signatures, franchise arrangements, distributorship arrangements, sales representative agency arrangements or other business opportunities (including offers of employment or contracting arrangements), club memberships, chain letters or letters relating to pyramid schemes, any advertising or promotional materials or any other solicitation of other Users to use goods or services except in those areas (e.g., a classified bulletin board) that are designated for such purpose. You agree that any employment or other relationship you form or attempt to form with an employer, employee, or contractor whom you contact through areas of the Service that may be designated for that purpose is between you and that employer, employee, or contractor alone, and not with us. You may not copy or use personal identifying or business contact information about other Users without their permission. You agree, represent and warrant that any User Content that you post does not and will not violate third-party rights of any kind, including without limitation any Intellectual Property Rights (as defined below) or rights of privacy. Company reserves the right, but is not obligated, to reject and/or remove any User Content that Company believes, in our sole discretion, violates these provisions.

For the purposes of this Agreement, “**Intellectual Property Rights**” means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other Intellectual Property Rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, province, country, territory or other jurisdiction. In addition to the above, Intellectual Property Rights shall include all algorithms, software, firmware, and hardware created or supplied by the Company or any of its affiliates, successors, assigns, owners, partners, or licensors subject to a copyright, trademark, patent, license or any other category that indicates that the algorithms, software, firmware, and hardware are the proprietary information or property of the Company or any of its affiliates, successors, assigns, owners, partners, or licensors.

In connection with your User Content, you affirm, represent and warrant the following:

- A. You have the consent of each and every identifiable natural person in the User Content to use such person's name or likeness in the manner contemplated by the Service and this Agreement, and each such person has released you from any liability that may arise in relation to such use.
- B. Your User Content and Company's use thereof as contemplated by this Agreement and the Service will not violate any law or infringe any rights of any third party, including but not limited to any Intellectual Property Rights and privacy rights. Company takes no responsibility and assumes no liability for any User Content that you or any other User or thirdparty posts or sends over the Service. You shall be solely responsible for your User Content and the consequences of posting or publishing it, and you agree that we are only acting as a passive conduit for your online distribution and publication of your User Content. You understand and agree that you may be exposed to User Content that is inaccurate, objectionable, inappropriate for children, or otherwise unsuited to your purpose, and you agree that Company shall not be liable for any damages you allege to incur as a result of User Content.

#### **4. User Content License Grant.**

By posting any User Content on the Service, you expressly grant, and you represent and warrant that you have all rights necessary to grant, to Company a royalty-free, sub-licensable (including via multiple tiers of sublicensing), transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, syndicate, publicly perform, publicly display, and make derivative works of all such User Content and your name, voice, and/or likeness as contained in your User Content, in whole or in part, and in any form, media or technology, whether now known or hereafter developed, for use in connection with the Service and for our commercial, marketing, advertising, and other purposes.

#### **5. Terms Specific to Software and Trackers. A. Software and Tracker.**

As part of the Service, we make available software and/or applications designed for smartphones and cellular devices as well as administrative software that can be accessed via the internet (“**Software**”) and firmware for tracking devices and/or tracking devices themselves, such as the OTC Smart Watch, Tile, Apple AirTag, and Samsung Smart Things Trackers (collectively, “**Trackers**”). The Software and Trackers are sometimes referred to herein collectively as the “**Software and Trackers**”. To use the Software and Trackers, you must have a smartphone or cellular device that is compatible with the Software and Trackers. Company does not warrant that the Software and Trackers will be compatible with your smartphone or cellular device. Company hereby grants you a non-exclusive, non-transferable, revocable license to use a compiled code copy of the Software for one Company account owned solely by you, for your personal use. Without limiting the general prohibitions on your actions found in the “Service Rules” above, which also apply to the Software and Trackers, you may not: (i) modify, disassemble, decompile or reverse engineer the Software, except to the extent that such restriction is expressly prohibited by law; (ii) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the Software and Trackers to any third party or use the Software and Trackers to provide time sharing or similar services for any third party; (iii) make any copies of the Software and Trackers; (iv) remove, circumvent, disable, damage or otherwise interfere with security-related aspects of the Software and Trackers, aspects of the Service that prevent or restrict use or copying of any content accessible through the Software, or aspects of the Services that enforce limitations on use of the Software; or (v) delete or remove the copyright and other proprietary rights notices on the Software and Trackers. You acknowledge that Company may from time-to-time issue upgraded versions of the Software and may automatically electronically upgrade the version of the Software that you are using on your smartphone, cellular device, and/or Trackers. Furthermore, you acknowledge that the OTC Smart Watch and other Trackers monitor your location and record certain Physiological Data as defined and described in Section 8A below. You consent to such automatic upgrading on your smartphone, cellular devices, and Trackers, and agree that the terms and conditions of this Agreement will apply to all such upgrades. Further, you consent to the collection of all location and Physiological Data the Software and Trackers are designed to collect. Any third-party code that may be incorporated in the Software as well as any firmware used in the Trackers is covered by the applicable open source or third-party license (“**EULA**”), if any, authorizing use of such code and firmware. The foregoing license grant is not a sale of the Software or any copy thereof, and Company or third-party partners or suppliers retain all right, title, and interest in the Software and Trackers (and any copy thereof). Any attempt by you to transfer any of the rights, duties or obligations hereunder, except as expressly provided for in this Agreement, is void. Company reserves all rights not expressly granted under this Agreement. If the Software and Trackers are being acquired on behalf of the United States Government, then the following provision applies. Use, duplication, or disclosure of the Software by the U.S. Government is subject to restrictions set forth in this Agreement and as provided in DFARS 227.72021(a) and 227.7202-3(a) (1995), DFARS 252.227-7013(c)(1)(ii) (OCT 1988), FAR 12.212(a) (1995), FAR 52.227-19, or FAR 52.227-14 (ALT III), as applicable. The Software and Trackers originate in the United States, and are subject to United States export laws and regulations. The Software and Trackers may not be exported or re-exported to certain countries, or those persons or entities prohibited from receiving exports from the United States. In addition, the Software and Trackers may be subject to the import and export laws of other countries. You agree to comply with all United States and foreign laws related to use of the Software and Trackers and the Service, including the laws in your jurisdiction of residence. **B. Software from Apple App Store.**

The following applies to any Software you acquire from the Apple App Store (“**Apple-Sourced Software**”): You acknowledge and agree that this Agreement is solely between you and Company, not Apple, Inc. (“**Apple**”) and that Apple has no responsibility for the Apple-Sourced Software or content thereof. Your use of the Apple-Sourced Software must comply with the then-current App Store Terms of Service. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Apple-Sourced Software. In the event of any failure of the Apple-Sourced Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Apple-Sourced Software to you; to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apple-Sourced Software, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by this Agreement and any law applicable to Company as provider of the software.

You acknowledge that Apple is not responsible for addressing any claims of you or any third party relating to the Apple-Sourced Software or your possession and/or use of the Apple-Sourced Software, including, but not limited to: (i) product liability claims; (ii) any claim that the Apple-Sourced Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation; and all such claims are governed solely by this Agreement and any law applicable to Company as provider of the software. You acknowledge that, in the event of any third-party claim that the Apple-Sourced Software or your possession and use of that Apple-Sourced Software infringes that third party’s Intellectual Property Rights, Company, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by this Agreement. You and Company acknowledge and agree that Apple, and Apple’s subsidiaries, are third-party beneficiaries of this Agreement as relates to your license of the Apple-Sourced Software, and that, upon your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement as relates to your license of the Apple-Sourced Software against you as a third-party beneficiary thereof.

**C. Software from Google Play Store.**

The following applies to any Software you acquire from the Google Play Store (“**Google-Sourced Software**”): (i) you acknowledge that the Agreement is between you and Company only, and not with Google, Inc. (“**Google**”); (ii) your use of Google-Sourced Software must comply with Google’s then-current Google Play Store Terms of Service; (iii) Google is only a provider of the Google Play Store where you obtained the Google-Sourced Software; (iv) Company, and not Google, is solely responsible for its GoogleSourced Software; (v) Google has no obligation or liability to you with respect to Google-Sourced Software or the Agreement; and (vi) you acknowledge and agree that Google is a third-party beneficiary to the Agreement as it relates to Company’s GoogleSourced Software.

## **6. Our Communications with You. A. Email Communications.**

By providing Company your email address you consent to our using the email address to send you Service-related notices, including any notices required by law, in lieu of communication by postal mail. We may also use your email address to send you other messages, such as changes to any aspect of the Service. Any change of a User’s email address shall be reported to OTC within twenty-four (24) hours from the date of the change. **B. Messaging.**

The Service provides the ability for direct, in-app messaging, such as messages from your probation officer, if applicable, or alerts related to a monitoring feature of the Service. We send messages in the event of an emergency, such as detection of an Offender and/or Victim near your location, or if you are listed as a User’s emergency contact. You consent and agree to receive in-app messages from OTC and acknowledge that such messages are part of the Service and that standard messaging rates may apply. Users who are court ordered to register with the Service as Offenders, are not permitted to opt-out or limit the number, amount, or frequency of messages in any way. Additionally, Users who voluntarily register with the Service agree to all aspects of the Service “AS IS” and acknowledge and agree that by registering with the Service it cannot be modified. Whether a User is notified about the receipt of a message may depend on their particular smartphone. We are not responsible for any delays upon sending or receiving messages and can change any aspect of the Service at any time.

## **7. Our Proprietary Rights.**

Except for your User Content, the Service and all materials, services, and information therein or transferred thereby, including, without limitation, information, software, firmware, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music, content, reports, features, functionality, design, presentation, analyses and data that is otherwise generated, collected or transmitted through the Service or Software and Trackers, the “look and feel” of the Service, and User Content belonging to other Users (the “**Company Content**”), and all Intellectual Property Rights related thereto, are the exclusive property of Company and our licensors (including other Users who post User Content to the Service). Except as explicitly provided herein, nothing in this Agreement shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any Company Content. Use of the Company Content for any purpose not expressly permitted by this Agreement is strictly prohibited.

You may choose to, or we may invite you to, submit comments or ideas about the Service, including without limitation about how to improve the Service or our products (“**Ideas**”). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place Company under any fiduciary or other obligation, and that we are free to use the Idea for any purpose without any compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, Company does not waive any rights to use similar or related ideas previously known to Company, or developed by our employees, or obtained from sources other than you. Company has no obligation to review, consider or implement any Idea. You agree, represent, and warrant that any Idea that you submit does not and will not violate third-party rights of any kind, including without limitation any Intellectual Property Rights or rights of privacy.

## **8. Features of the Service.**

The Service includes several aspects which may or may not be available to Offenders depending on which aspects of the Services the supervisory officer or other governmental agent in your jurisdiction has elected to use. If you are voluntarily registered with the Service, you consent and agree to accept the Service “AS IS,” and no modifications to the Service or any aspect of the Service offered to you will be done by OTC. If you have questions about the Service or an aspect of the Service, please contact OTC by email at [info@ontimeconnect.com](mailto:info@ontimeconnect.com). Some of the aspects of the Service require the Software to be installed on the smartphones, cellular devices, and Trackers to which that those aspects of the Service apply. Not all aspects of the Service may be available in

your country or available if you are not wearing the OTC Smart Watch. Please see below for details. **A. Monitoring Offender and Victim Features.**

Certain aspects of the Service are designed to collect and share location and other information about you and other individuals who use the Service (“**User Information**”). User Information, includes but is not limited to, certain Physiological Data about the User wearing any Tracker provided by OTC, such as physical activity, temperature, heart rate, sleep, blood oxygen levels, and blood alcohol content (collectively, “**Physiological Data**”). OTC shares all or part of this User Information with other authorized personnel, which includes but is not limited to, certain Victims, court appointed supervisory officers, governmental agents, and agents of the courts in your local jurisdiction. This User Information is provided to the above person(s) to: (i) detect and monitor your geographical location; and (ii) collect Physiological Data, for the purpose of enforcing court orders and collecting data that may be used as evidence in any judicial proceeding. In order to access and use these aspects of the Service, the Company collects location, sensory and motion data, and Physiological Data from your smartphone, cellular device, and Trackers for the purpose of: sharing location information, providing emergency response services, compiling reports, and providing or facilitating the functionality of the Service. By using the location services on any of your smartphone, cellular device, and/or Trackers, you represent and warrant that you are the User, and that you consent to Company collecting and using location, movement, and Physiological Data collected from any of your smartphone, cellular device, and/or Trackers to provide the Service, and for other purposes as described in our [Privacy Policy](#).

To work properly, the Service requires the corresponding Software to be installed on the User’s smartphone or cellular device for which location and movement data will be provided, and require access to location, sensory and motion data from the User’s smartphone or cellular device. The Service may not work properly if the corresponding smartphone or cellular device permissions and settings allowing access to location, sensory and motion data, and Physiological Data are not properly configured or enabled. Trackers, Software, and Apps provided to the User by OTC automatically collect User Information, and Offenders do not have an option as to what User Information the Trackers collect. Users who are voluntarily registered with the Service consent and agree to the Service tracking their geographic location for the sole purposes of setting up a perimeter and providing information about the location of a particular Offender near your location. The Company does not warrant or represent that the Service, App, Software, or Trackers will work as intended. You consent to OTC’s collection of User Information through any Trackers provided to you by OTC or through the Software installed on any smartphone or cellular device. Additionally, the Service may not work for a variety of reasons. OTC is not responsible for any error attributable to the User. Please refer to the On Time Connect Safety Assist Supplemental Terms and your App settings to learn more about using the Service correctly. **B. Safety Assist.**

The Service provides Users with various emergency and safety-related services, potentially such as notification of emergency personnel, supervisory authorities, certain Offenders, certain Victims, police, 911, and emergency dispatch services. Certain aspects of the Service may be offered by third-party partners (“**Third Party Providers**”). Services provided by Third Party Providers may require additional registration and may be subject to the Third-Party Provider’s applicable terms and conditions. **TO THE FULLEST EXTENT ALLOWED BY LAW, COMPANY EXPRESSLY DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR DAMAGES OR INJURY RESULTING TO ANY USER WHETHER OR NOT OR NOT SUCH DAMAGES OR INJURY RESULTED FROM ANY TECHNICAL MALFUNCTION BEYOND THE COMPANY’S CONTROL OR THE INTERVENING ACTIONS OF A THIRD PARTY.**

### **C. Offender Supervising.**

The Service provides certain Users, such as supervisory officers or other governmental agents, with the ability to track, supervise, and interact with Offenders that are registered with the Service. These aspects of the Service are available to any User who is an employee, agent, or representative of a governmental entity that is an On Time Connect licensee. **THIS SERVICE IS OF ASSISTIVE NATURE, AND IT IS INTENDED TO ASSIST IN SUPERVISING OFFENDERS AND ANY OTHER COURT ORDERED SUPERVISION, IT IS NOT A FAIL-SAFE SOLUTION. THE SERVICE IS NOT INTENDED TO PREVENT ANY CRIMES, ALTERCATIONS, ABUSES OR OTHER HARMFUL OR NEGATIVE ACTIONS OR INTERACTIONS AMONGST USERS. IN ADDITION, SUCH ASSISTANCE MAY BE ABSENT OR INSUFFICIENT, THIS COULD BE DUE TO VARIOUS FACTORS, INCLUDING BUT NOT LIMITED TO TECHNICAL MALFUNCTIONS OR UNFORESEEN CIRCUMSTANCES. IT IS CRUCIAL TO RECOGNIZE THAT SUCH LIMITATIONS ARE INHERENT TO ANY TECHNOLOGICAL SERVICE AND AS SUCH MAY NOT BE ATTRIBUTED TO OTC. TO THE FULLEST EXTENT ALLOWED BY LAW, COMPANY EXPRESSLY DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY FAILURE OF AN OFFENDER OR OTHER APPLICABLE USER TO COMPLY WITH THE TERMS OF A TEMPORARY RESTRAINING ORDER (SUCH AS TEMPORARY RESTRAINING ORDERS, DEFERRED ADJUDICATION, PROBATION, OR ANY OTHER COURT ORDER), WHETHER OR NOT SUCH FAILURE RESULTED FROM A TECHNICAL MALFUNCTION BEYOND THE COMPANY’S CONTROL OR THE INTERVENING ACTIONS OF A THIRD PARTY, OR ANY OTHER CAUSE.**

• **DISCLAIMER OF LIABILITY:** TO THE FULLEST EXTENT PERMITTED BY LAW, ON TIME CONNECT EXPRESSLY DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY FAILURE OF AN OFFENDER TO COMPLY WITH THE TERMS OF ANY LEGAL ORDERS (SUCH AS TEMPORARY RESTRAINING ORDERS, DEFERRED ADJUDICATION, PROBATION, OR ANY OTHER COURT ORDER). THIS DISCLAIMER APPLIES WHETHER SUCH FAILURE ARISES FROM TECHNICAL MALFUNCTIONS BEYOND THE COMPANY'S CONTROL, THE ACTIONS OF THIRD PARTIES, OR ANY OTHER CAUSE. **D. Commercially Available Location Trackers.**

The Service provides users the ability to connect to other commercially available Trackers such as, but not limited to, any selftracking device, human physiological tracking device, Tile, Apple AirTag, and Samsung Smart Things Trackers. Neither the Company nor any of its, owners, subsidiaries, or affiliates, represent or warrant that the use of the Service will be as intended when used in conjunction with these products or with any other product not provided by the Company.

## **9. Additional Policies and Information About the Service.**

This section contains additional policies and information about the Service including geographic coverage information, billing policies, and pricing and payment terms. **A. Geographic Coverage.**

The Service is designed for residents of the contiguous U.S., Alaska, Hawaii, Canada, and Mexico. Some aspects of the Service may not work in areas outside wireless coverage areas. **B. Billing Policies.**

The jurisdiction you are located in has a contract with the Company. All billing is made pursuant to the Company's contract with your jurisdiction. Users who are voluntarily registered with the Service are required to contact the governmental entity in charge of the Service in their jurisdiction to be made aware if there are any payment requirements or billing arrangements relevant to their use. Fees from Apple App Store, Google Play and other similar digital marketplaces may apply. **C. Battery Usage.**

Use of the Service or any aspect of the Service that requires the use of the Software may use a significant amount of power from the battery of any smartphone, cellular device, or Tracker that the Software is installed on. You may wish to limit your use of these or other services on your smartphone or cellular device to the times when they are necessary or where possible, you might wish to keep your smartphone, cellular device, or Trackers plugged into a power source. The Trackers provided to you by OTC have limited battery life and may, or may not, have interchangeable batteries. OTC does not represent or warrant that any smartphone, cellular device, or Tracker will work as intended, and is not responsible for the failure of any User to keep any smartphone, cellular device, or Tracker fully charged.

## **10. Cancel Subscription Features or Close Your Account**

If you are registered with the Service as an Offender, the supervisory officer or governmental agent in charge of your case has total and sole authority to adjust, close or cancel your account. If you, as an Offender, have questions regarding terminating this Service, please contact your supervisory officer or county liaison. If you are registered with this Service voluntarily as a Victim and wish to cancel your subscription, delete the OTC App on your smartphone, cellular device, and or Tracker [with no responsibility to OTC whatsoever and Victim shall consider any obligations it may have with the County (e.g.; letting them know)]. OTC may use commercially reasonable efforts to contact any voluntary User who deletes the OTC App to confirm termination of your use of the Service.

## **11. No Professional Advice.**

If the Service provides professional information (e.g., medical or legal), such information is for informational purposes only and should not be construed as professional advice. No action should be taken based upon any information contained in the Service. You should seek independent professional advice from a person who is licensed and/or qualified in the applicable area.

## **12. Privacy.**

We care about the privacy of our Users. Please see our [Privacy Policy](#) for information about how we collect, use and disclose information about you, including device data, location, sensory and motion data. You consent to the collections, uses and disclosures of your personal information and User Information for the purposes described in our Privacy Policy.

### 13. Security.

Company cares about the integrity and security of your personal information and User Information. However, we cannot guarantee that unauthorized third parties will never be able to defeat our security measures or use your personal information for improper purposes. OTC is aware of the importance of safeguarding Users information and will hire market recognized servers and storage services for such purposes; however, you acknowledge that you provide your personal information and User Information at your own risk.

### 14. Third-Party Links.

The Service may contain links to third-party websites and services, or activities that are not owned or controlled by Company. If you use any such links, you will leave the Service. Company does not endorse or assume any responsibility for any such third-party sites, information, materials, products, or services. If you access a third-party website from the Service, you do so at your own risk, and you understand that this Agreement and Company's [Privacy Policy](#) do not apply to your use of such sites. You expressly relieve Company from any and all liability arising from your use of any third-party website, service, or content.

### 15. Indemnity.

**YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS COMPANY AND OUR SUBSIDIARIES, AGENTS, OWNERS, MEMBERS, SHAREHOLDERS , LICENSORS, MANAGERS, AND OTHER AFFILIATED COMPANIES, AND THEIR EMPLOYEES, CONTRACTORS, AGENTS, OWNERS, MEMBERS, SHAREHOLDERS , OFFICERS AND DIRECTORS, FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, OBLIGATIONS, LOSSES, LIABILITIES, COSTS OR DEBT, AND EXPENSES (INCLUDING BUT NOT LIMITED TO LEGAL FEES) ARISING FROM: (I) YOUR USE OF AND ACCESS TO THE SERVICE, INCLUDING ANY DATA OR CONTENT TRANSMITTED OR RECEIVED BY YOU; (II) YOUR VIOLATION OF ANY TERM OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION YOUR BREACH OF ANY OF THE REPRESENTATIONS AND WARRANTIES HEREIN; (III) YOUR VIOLATION OF ANY THIRD-PARTY RIGHT, INCLUDING WITHOUT LIMITATION ANY RIGHT OF PRIVACY OR INTELLECTUAL PROPERTY RIGHTS; (IV) YOUR VIOLATION OF ANY APPLICABLE LAW, RULE OR REGULATION; (V) ANY CLAIM OR DAMAGES THAT ARISE AS A RESULT OF ANY OF YOUR USER CONTENT, OR ANY USER CONTENT OR OTHER INFORMATION THAT IS SUBMITTED VIA YOUR ACCOUNT, INCLUDING ANY IDEAS; (VI) ANY OTHER PARTY'S ACCESS AND USE OF THE SERVICE WITH YOUR UNIQUE USERNAME, PASSWORD OR OTHER APPROPRIATE SECURITY CODE; OR (VII) ANY HARM TO A USER RESULTING FROM AN OFFENDER'S VIOLATION OF A COURT ORDER.**

### 16. No Warranty.

Some jurisdictions do not allow for the disclaimer of certain warranties, so the disclaimers below may not apply to you.

**THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE SERVICE IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PRIVACY, SECURITY, ACCURACY, TIMELINESS, QUALITY, OR NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM COMPANY OR THROUGH THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. WITHOUT LIMITING THE FOREGOING, COMPANY, OUR SUBSIDIARIES, AFFILIATES, AND LICENSORS DO NOT WARRANT THAT: (I) THE SERVICE OR RESULTS THAT ARE OBTAINED FROM USE OF THE SERVICE (E.G., DATA, INFORMATION, LOCATION, PHYSIOLOGICAL DATA, EMERGENCY ASSISTANCE, ETC.) WILL BE ACCURATE, RELIABLE, ERROR-FREE OR CORRECT; (II) THE SERVICE OR RESULTS THAT ARE OBTAINED FROM USE OF THE SERVICE WILL MEET YOUR REQUIREMENTS; (III) THE SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, TIMELY, UNINTERRUPTED OR SECURE; (IV) ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR (V) THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR SMARTPHONE OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD OR YOUR USE OF THE SERVICE.**



COMPANY DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICE OR ANY HYPERLINKED WEBSITE OR SERVICE, AND COMPANY WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

#### **17. Limitation of Liability.**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL COMPANY, OUR AFFILIATES, AGENTS, OWNERS, MEMBERS, SHAREHOLDERS, DIRECTORS, EMPLOYEES, SUPPLIERS, OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THIS SERVICE. UNDER NO CIRCUMSTANCES WILL COMPANY BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICE OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, OMISSIONS, MISTAKES, OR INACCURACIES FROM THE SERVICE OR RESULTS THAT ARE OBTAINED FROM USE OF THE SERVICE (E.G., DATA, INFORMATION, LOCATION, PHYSIOLOGICAL DATA,, EMERGENCY ASSISTANCE, ETC.); (II) PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF OUR SERVICE; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR SERVICE BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICE; (VII) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY; AND/OR (VIII) ANY ACTION OR INACTION OF THIRD PARTIES. IN NO EVENT SHALL COMPANY, OUR AFFILIATES, AGENTS, OWNERS, MEMBERS, SHAREHOLDERS, DIRECTORS, EMPLOYEES, SUPPLIERS, OR LICENSORS BE LIABLE TO YOU OR ANY USER FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING THE AMOUNT YOU PAID TO COMPANY HEREUNDER IN THE SIX MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY, OR ONE HUNDRED DOLLARS (US \$100.00), WHICHEVER IS GREATER.

THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

SOME JURISDICTIONS, INCLUDING QUEBEC, DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

All legal actions arising with respect to the Service shall, unless prohibited by applicable law, be barred unless written notice thereof is received by Company within one (1) year from the date of the event giving rise to such legal action.

The Service is controlled and operated from facilities in the United States, Mexico, and Germany for use in the United States and Mexico. Company makes no representations that the Service is appropriate or available for use in other locations. Those who access or use the Service from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable United States and local laws and regulations, including but not limited to export and import regulations. You may not use the Service if you are a resident of a country embargoed by the United States, or are a foreign person or entity blocked or denied by the United States government. Unless otherwise explicitly stated, all materials found on the Service are solely directed to individuals, companies, or other entities located in the United States.

## 18. Governing Law and Arbitration. A.

### Governing Law.

You agree that: (i) the Service shall be deemed solely based in Texas; and (ii) the Service shall be deemed a passive one that does not give rise to personal jurisdiction over Company, either specific or general, in jurisdictions other than Texas. This Agreement shall be governed by the internal substantive laws of the State of Texas, without respect to its conflict of laws principles. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the preceding sentences with respect to the substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16). The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. You agree to submit to the personal jurisdiction of the federal and state courts located in Bexar County, Texas for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of our copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, as set forth in the Arbitration provision below. **B. Arbitration.**

**READ THIS SECTION CAREFULLY BECAUSE, EXCEPT WHERE PROHIBITED BY APPLICABLE LAW, IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM COMPANY.** In the unlikely event that Company has not been able to resolve a dispute it has with you after sixty (60) days, except where prohibited by applicable law, we each agree to resolve any claim, dispute, or controversy (excluding any Company claims for injunctive or other equitable relief) arising out of or in connection with or relating to this Agreement of Use, or the breach or alleged breach thereof (collectively, “**Claims**”), by binding arbitration by the American Arbitration Association (“**AAA**”) in accordance with the commercial arbitration rules of the American Arbitration Association (“**AAA Rules**”), except as provided herein. The arbitration will be conducted in Bexar County, Texas, unless you and Company agree otherwise. Each party will be responsible for paying any AAA filing, administrative and arbitrator fees in accordance with AAA rules. The award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys’ fees and reasonable costs for expert and other witnesses, and any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall be deemed as preventing Company from seeking injunctive or other equitable relief from the courts as necessary to protect any of Company’s proprietary interests. **ALL CLAIMS MUST BE BROUGHT IN THE PARTIES’ INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON’S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND COMPANY ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND.**

### 19. Information and Complaints.

If you have a question or complaint regarding the Service, please send an e-mail to [info@ontimeconnect.com](mailto:info@ontimeconnect.com) or call (844) 5803003. Please note that e-mail communications will not necessarily be secure; accordingly, you should not include credit card information or other sensitive information in your e-mail correspondence with Company. The foregoing contact information may change from time to time and may not be updated in this document; please refer to the Company’s website for contact information.

## 20. General.

### A. Assignment.

This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Company without restriction. Any attempted transfer or assignment in violation hereof shall be null and void. **B. Notification**

### Procedures and Changes to the Agreement.

Company may provide notifications, whether such notifications are required by law or are for marketing or other business-related purposes, to you via email notice, written or hard copy notice, or through posting of such notice on our website or mobile application, as determined by Company in our sole discretion or as may be required by applicable law. Company reserves the right to determine the form and means of providing notifications to our Users, provided that you may opt out of certain means of notification as described in this Agreement. Company is not responsible for any automatic filtering you or your network provider

may apply to email notifications we send to the email address you provide us. Company may, in our sole discretion, modify or update this Agreement from time to time and without prior notice to you (except where notice is required by applicable law), and so you should review this page periodically. When we change the Agreement in a material manner, we will update the 'last modified' date at the bottom of this page. Your continued use of the Service after any such change constitutes your acceptance of the Agreement. If you do not agree to any of these terms or any future Agreement, do not use or access (or continue to access) the Service.

**C. Entire Agreement/Severability.**

This Agreement, together with any amendments and any additional agreements you may enter into with Company in connection with the Service (including all supplemental terms referenced herein and our Privacy Policy), shall constitute the entire agreement between you and Company concerning the Service. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. **D. No Waiver.**

No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and Company's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision. **E.**

**Contact.**

Please contact us [info@ontimeconnect.com](mailto:info@ontimeconnect.com) with any questions regarding this Agreement.

This Agreement was last modified on April 22, 2024. **F.**

**Language.**

You and Company have each expressly requested and required this Agreement and all documents that relate hereto be drawn up in the English language.