

These Terms of Use govern your rights and obligations regarding the use of Make It Home Safe's Software and service (both collectively referred to as the "Service") on the Internet or in cellular media. These Terms constitute a fully binding agreement between Make It Home Safe Inc., a Delaware corporation, including its affiliates and subsidiaries, "Make It Home Safe" or "We") the proprietor of all rights in and to the Service, and you. It is therefore recommended that you carefully read these Terms.

If you do not agree to these Terms or any of its parts, then you are prohibited and must refrain from using the Service.

WHAT IS THE SERVICE

Make it Home Safe (MAKHS) is a Smartphone application that allows users to provide real-time identification and vehicle information to law enforcement via biometric and location services before an officer approaches the vehicle on foot during a traffic stop. Police officers can also send remote violation notifications to users while remaining in their vehicles. Users can provide law enforcement with health alerts, one-button 911 dialing, automatic SMS text alerts notifying loved ones that they have been pulled over with their precise location, of the traffic stop, video, and audio recording, and chat functionality. Users will also be notified when law enforcement has accessed their profile once unhidden.

THE LICENSE

Make It Home Safe hereby grants you a non-exclusive, time-limited, non-transferable, non-sub-licensable, revocable license to use the Service (including the Software) for non-commercial purposes, subject to these Terms.

USING THE SERVICE

You may use the Service solely for private and personal purposes. You may not use the Service commercially. For example, you may not: (i) offer to third parties a service of your own that uses the Service; (ii) resell the Service; (iii) offer to rent or lease the Service; or (iv) offer the Service to the public via communication or integrate it within a service of your own, without the prior written consent of Make It Home Safe. For clarity, the examples listed are made for illustrative purposes only; they do not constitute an exhaustive list of restricted activities involving the Service.

You may not copy, print, save, or otherwise use data from the Site or the Service's database. This clause does not limit the use of the database as intended by the Software and for the purposes of private and personal use of the Service.

When using the Service or the Site, you may not engage in scraping, data mining, harvesting, screen scraping, data aggregating, or indexing. You agree that you will not use any robot, spider, scraper, or other automated means to access the Site or the Service's database for any purpose without the express prior written permission of Make It Home Safe Inc.

The Software may not be used in any way that is not expressly permitted by these Terms.

USE RESTRICTIONS

Certain types of conduct are strictly prohibited on the Service. Please read the following restrictions carefully. Your failure to comply with the provisions set forth below may result (at Make It Home Safe's

sole discretion) in the termination of your access to the Service and may also expose you to civil and/or criminal liability.

You may not, whether yourself or through any other means or person:

- (i) copy, modify, adapt, translate, reverse engineer, decompile, or disassemble any portion of the Content included in the Service and/or Site, or in any way or publicly display, perform, or distribute them;
- (ii) make any use of the Content on any other website or networked computer environment for any purpose, or replicate or copy the Content without Make It Home Safe's prior written consent;
- (iii) create a browser or border environment around the Content (e.g., no frames or inline linking);
- (iv) interfere with or violate any third party or other user's right to privacy or other rights, including copyrights and any other intellectual property rights of others, or harvest or collect personal information about visitors or users of the Service and/or Site without their express consent, including using any robot, spider, site search or retrieval application, or other manual or automatic device or process to retrieve, index, or data-mine;
- (v) defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights of others, including others' copyrights, and other intellectual property rights;
- (vi) transmit or otherwise make available in connection with the Service and/or Site any virus, worm, Trojan Horse, time bomb, web bug, spyware, or any other computer code, file, or program that may or is intended to damage or hijack the operation of any hardware, software, or telecommunications equipment, or any other actually or potentially harmful, disruptive, or invasive code or component;
- (vii) interfere with or disrupt the operation of the Service and/or Site, or the servers or networks that host the Service and/or Site or make the Service and/or Site available, or disobey any requirements, procedures, policies, or regulations of such servers or networks;
- (viii) sell, license, or exploit for any commercial purposes any use of or access to the Content and/or the Service and/or Site;
- (ix) frame or mirror any part of the Service and/or Site without Make It Home Safe's prior express written authorization;
- (x) create a database by systematically downloading and storing all or any of the Content from the Service and/or Site;
- (xi) forward any data generated from the Service and/or Site without the prior written consent of Make It Home Safe;
- (xii) transfer or assign your Service accounts' password, even temporarily, to a third party;
- (xiii) use the Service and/or Site for any illegal, immoral, or unauthorized purpose;
- (xiv) use the Site, the Service, or the Content for non-personal or commercial purposes without Make It Home Safe's express prior written consent; or

(xv) infringe or violate any of these Terms.

TERMINATION OF USE OF THE SERVICE

You may terminate your use of the Service at any time and for whatever reason. You are not obligated to advise Make It Home Safe of such termination. However, if you would also like for Make It Home Safe to delete your Make It Home Safe account and your personal information contained in the account, please use the “Delete Account” function in the in-app Privacy Settings or Account & Login Settings. Upon receiving such a request, Make It Home Safe will use reasonable efforts to delete such information; however, please note that information may not be deleted immediately from our backup systems. For more information, please read our Privacy Policy.

Make It Home Safe retains the right to block your access to the Service and discontinue your use of the Service, at any time and for any reason Make It Home Safe deems appropriate, at its sole and absolute discretion.

USER CONTENT

The Service allows all users of the Software to submit and post information and content to other users (“Content”). Content is separate from third-party sponsored advertisements that may appear on the Service. You assume sole responsibility for any Content you post, and you alone are liable for the consequences when you post Content.

FORBIDDEN POSTS

It is forbidden to submit Content of a commercial nature (including advertising), unless such posts pertain to Make It Home Safe, the Service, or Make It Home Safe’s products, and such Content strictly complies with these Terms.

When you submit Content to be published by the Service, you must make sure it is lawful. For example, you may not submit Content that:

- is diminishing or infringing proprietary rights of others, including but not limited to copyright and trademarks; poses a risk to a person’s
- safety, security, or health; identifies other persons without obtaining such person’s express written consent to the disclosure of their personal information
- information, or pertains to minors and identifies minors or their personal information, including their full name, age, address, or contact information;
- is unlawful, defamatory, libelous, or invades the privacy of others; is harassing, offensive, threatening, or vulgar; is characterized by, or that
- encourages racism or unlawfully discriminates on the basis of race, origin, ethnicity, nationality, religion, gender, occupation, sexual orientation, illness, physical or mental disability, faith, political view, or socio-economic class;
- encourages criminal behavior or conduct that would constitute a criminal offense under any law, or could give rise to civil liability or other lawsuit;

- promotes pyramid schemes, chain letters, or disruptive commercial messages or advertisements, or anything else prohibited by law or under these Terms;
- falsely expresses or implies that such content is sponsored or endorsed by Make It Home Safe.

The foregoing examples of unlawful Content are made solely for illustrative purposes and do not constitute an exhaustive list of restricted Content.

Make It Home Safe may decline to publish, or immediately delete any Content you submit if you or the Content have violated these Terms or if you engaged in a commission or omission that is harmful or may be harmful to the Service, its users, Make It Home Safe, or any of its agents or affiliates. In such cases, Make It Home Safe may also terminate your access to the Service or prevent you from posting additional Content on the Service. The provisions of this clause are made in addition to any rights afforded to Make It Home Safe by any law.

RIGHTS IN CONTENT

When you submit Content to be published on the Service, you represent and warrant that you own all intellectual property rights in the Content; that you are permitted to publish the Content and to permit Make It Home Safe to publish the Content and exploit all intellectual property rights in and to the Content. Make It Home Safe receives no ownership rights in and to the Content that you submit. However, by submitting Content to Make It Home Safe, you hereby grant Make It Home Safe and the users of the Service an irrevocable, worldwide, perpetual, non-exclusive, royalty-free, sub-licenseable, and transferable license to use, copy, distribute, prepare derivative works, display in public, and publicly perform the Content. The license granted to Make It Home Safe in and to the Content you submit is not limited to personal use, but also extends to any commercial use of Content, at Make It Home Safe's sole and absolute discretion. However, other users may only use your Content for non-commercial purposes, unless Make It Home Safe provides them with a prior written consent to use your Content for commercial purposes (for the purpose of which you authorize Make It Home Safe to be your agent).

EXAMINATION OF CONTENT

Make It Home Safe may examine the Content before or after its publication, prevent publication of inappropriate or otherwise inadequate or erroneous Content, or remove such Content after its publication. Make It Home Safe does not normally utilize its right to monitor Content and does so only in rare cases.

Make It Home Safe retains sole discretion in determining which Content will be published, the duration of its publication, its location, how and when it appears on the Service, its design, and any other matter pertaining to the publication of Content within the Service. Make It Home Safe does not guarantee that all Content will be published, in general, or for any limited time.

Content submitted by users for publication does not reflect the views of Make It Home Safe. Publishing Content does not warrant its validity, reliability, accuracy, legality or it being up-to-date.

COPYRIGHT

Make It Home Safe reserves all of its intellectual property rights in the Services. Trademarks and logos used in connection with the Services are the trademarks of their respective owners. "Make It Home

Safe”, the Make It Home Safe logo, and other trade and/or service marks are the property of Make It Home Safe or its affiliates, and you may not use such logos or marks for any purpose that is not expressly authorized in these Terms without the prior written consent of Make It Home Safe.

The design, trade dress, and the ‘look and feel’ of the Site and the Service are protected works under applicable copyright laws, and Make It Home Safe and its affiliates retain all intellectual property rights in them. Make It Home Safe may protect the Service by technological means intended to prevent unauthorized use of the Service. You undertake not to circumvent these means. Without derogating from Make It Home Safe’s rights under these Terms or under any applicable law, you are advised that any attempted or actual infringement of this provision will result in the termination of all your rights under these Terms. If you circumvent any of the means taken by Make It Home Safe to protect the Service from unauthorized use, you must immediately cease any and all use of the Service, and you undertake to do so.

APPLE

If you use the Service on an Apple device, then you agree and acknowledge that:

- Apple, Inc. bears no duties or obligations to you under the Terms, including, but not limited to, any obligation to furnish you with Service maintenance and support.
- You will have no claims, and you waive any and all rights and causes of action against Apple with respect to the Service or the Terms, including, but not limited to, claims related to maintenance and support, intellectual property infringement, liability, consumer protection, or regulatory or legal conformance;
- Apple and Apple’s subsidiaries are third-party beneficiaries of the Terms. Upon your acceptance of the Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary thereof.

LIMITATION OF LIABILITY AND WARRANTY

MAKE IT HOME SAFE PROVIDES THE SERVICE AND CONTENT INCLUDED THEREIN FOR USE ON AN “AS IS” AND “AS AVAILABLE” BASIS. THEY CANNOT BE CUSTOMIZED TO FULFILL THE NEEDS OF EACH AND EVERY USER. WE HEREBY DISCLAIM ALL WARRANTIES AND REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, FEATURES, QUALITY, NON-INFRINGEMENT, TITLE, COMPATIBILITY, PERFORMANCE, SECURITY, OR ACCURACY.

You agree and acknowledge that you assume full, exclusive, and sole responsibility for the use of and reliance on the Service, and you further agree and acknowledge that your use of or reliance on the Service is made entirely at your own risk. You further acknowledge that it is your responsibility to comply with all applicable laws while using the Service.

Make It Home Safe strives to provide you with high-quality, satisfactory service. However, We do not warrant that the Service will operate in an uninterrupted or error-free manner, or that it will always be available or free from all harmful components, or that it is safe, secured from unauthorized access to Make It Home Safe’s computers, immune from damages, free of malfunctions, bugs or failures,

including, but not limited to hardware failures, Software failures and Software communication failures, originating either in Make It Home Safe or any of its providers.

MAKE IT HOME SAFE, INCLUDING ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, SUB-CONTRACTORS AND AGENTS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGE, OR ANY OTHER DAMAGE, AND LOSS (INCLUDING LOSS OF PROFIT AND LOSS OF DATA), COSTS, EXPENSES AND PAYMENTS, EITHER IN TORT, CONTRACTUAL, OR IN ANY OTHER FORM OF LIABILITY, ARISING FROM, OR IN CONNECTION WITH THE USE OF, OR THE INABILITY TO USE THE SERVICE, OR FROM ANY FAILURE, ERROR, OR BREAKDOWN IN THE FUNCTION OF THE SERVICE, OR FROM ANY FAULT, OR ERROR MADE BY OUR STAFF OR ANYONE ACTING ON ITS BEHALF, OR FROM YOUR RELIANCE ON THE CONTENT OF THE SERVICE, INCLUDING, WITHOUT LIMITATION, CONTENT ORIGINATING FROM THIRD PARTIES, OR FROM ANY COMMUNICATION WITH THE SERVICE, OR WITH OTHER USERS ON OR THROUGH THE SERVICE, OR FROM ANY DENIAL OR CANCELLATION OF YOUR USER ACCOUNT, OR FROM RETENTION, DELETION, DISCLOSURE AND ANY OTHER USE OR LOSS OF YOUR CONTENT ON THE SERVICE. IN ANY EVENT, YOUR SOLE REMEDY WILL BE LIMITED TO CORRECTING SUCH ERRORS, OR MALFUNCTIONS, AND IN LIGHT OF THE RELEVANT CIRCUMSTANCES.

LINKS AND COMMERCIAL INFORMATION IN THE SOFTWARE

The Service may include commercial information or advertisements (for example, pins indicating the locations of certain establishments, their commercial offers, coupons, etc. (“Ads”). The Ads may pop up or be displayed on the Service from time to time. Make It Home Safe may post Ads on the Service, but more often than not, the source of such Ads is third parties, and as such, Make It Home Safe cannot and does not guarantee the reliability or accuracy of third-party Ads. Make It Home Safe does not endorse the content of third-party ads. Additionally, and without derogating from the previous sentence, Make It Home Safe will not be liable for any form of liability arising from your reliance on, or in connection with, the use of the content of Ads posted on the Service.

It is underscored that the advertising of commercial content by Make It Home Safe does not constitute a recommendation or encouragement to procure the goods or services advertised.

Insofar as the Software includes links to services or applications not operated or managed by Make It Home Safe, Make It Home Safe will not be liable for any form of liability arising from your reliance on, or in connection with, the content of such services and applications or any information provided by them, including but not limited to its completeness, accuracy, correctness, or it being up-to-date. Make It Home Safe will not be liable for any direct or indirect damage, monetary or otherwise, arising from your use of or your reliance on the content of goods or services you have accessed via Ads or other links on the Software.

BREACH AND INDEMNITY

Without derogating from any applicable law, you agree to indemnify and hold harmless Make It Home Safe and its employees, officers, directors, and agents, as well as all third-party advertisers of Ads from and against all claims, damages, expenses, losses, and liabilities that arise as a result of your violation of these Terms. In view of the fact that the Service is provided to you free-of-charge, this indemnity is intended to cover all expenses, payments, loss, loss of profits or any other damage, direct or indirect,

monetary or non-monetary, incurred by Make It Home Safe, its employees, officers, directors or agents as a result of your violation of the Terms, including but not limited to legal expenses and attorney fees.

PRIVACY

Make It Home Safe respects your privacy during your use of the Software and the Service. Our updated privacy policy pertaining to the Software and the Service is readily accessible at our Privacy Policy and is an integral part of these Terms. Since the privacy policy is subject to periodic updates, it is recommended that you review it periodically.

MODIFICATIONS TO THE SERVICE AND SOFTWARE

Make It Home Safe may, either partially or in its entirety and without being obligated to provide prior notice, modify, adapt, or change the Software, the Service's features, the user interface and design, the extent and availability of the contents in the Service, and any other aspect related to the Service. You will have no claim, complaint, or demand against Make It Home Safe for applying such changes or for failures incidental to such changes.

TERMINATION OF SERVICE

Make It Home Safe may, at any time, terminate the provision of the Service in its entirety or any part thereof, temporarily or permanently, at its sole discretion.

MODIFICATIONS OF THESE TERMS

Make It Home Safe may modify these Terms from time to time. If fundamental changes are introduced, a notice will be posted in the updated version of the Software and on the Service's home page on the Site. Your continued use of the Service after the Terms have been modified signifies your assent to the updated Terms. If you dissent from the updated Terms or any term within them, you must discontinue all further use of the Software.

GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of Delaware, exclusive of the conflict of law provisions thereof. The parties agree that the state and federal courts sitting in Delaware have exclusive jurisdiction and venue regarding any matter pertaining to this Agreement, and the parties expressly submit and consent in advance to jurisdiction in any such action or proceeding commenced in such courts.

LIMITATIONS

Should you desire to file any cause of action against Make It Home Safe, arising out of or related to the Make It Home Safe Software or Service, you must do so within one (1) year of the day you become aware of the cause of action. Failure to file a lawsuit within the aforementioned timeframe will bring about the permanent barring of the cause of action and will constitute your complete and final waiver of the lawsuit.

ASSIGNMENT OF RIGHTS

You may not assign or transfer your rights in and to the Service without the prior written consent of Make It Home Safe. Make It Home Safe may assign its rights in and to the Service to a third party at its

sole and absolute discretion, provided that the third party undertakes Make It Home Safe's obligations to you under these Terms.

COMPLETE TERMS

These Terms, together with the policies that are an integral part of these Terms, namely the Privacy Policy, shall all constitute the entire and complete agreement between you and Make It Home Safe concerning the Make It Home Safe Service. In the event of an inconsistency between these Terms and the synopsis of terms presented to the user during Software installation, these Terms shall prevail.

NO LEGAL RELATIONSHIP

These Terms of Use and your use of the Service, including the submission of Content onto the Service, do not, and shall not be construed as creating any relationship, partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship in any way and of any kind between the parties hereto. Your use of the Service is intended for your enjoyment and benefit, and the provision of the Service to you (subject to your compliance with these Terms) constitutes the sole and sufficient consideration that you are entitled to receive for any Content or other contributions you have made to the Make It Home Safe Service, its contents, and any other data.

CONTACT US

You may contact us with any questions about the Service through the channels listed on the "About" menu under the Privacy Policy of the Software. We will make every effort to address your inquiry promptly.