# Terms of Use for CAPN App

Welcome to CAPN. Our goal at CAPN is to help you stay safe by providing a network to coordinate responses in situations you feel unsafe.

These Terms of Use along with all supplemental terms that may be presented to you for your review and acceptance ("Terms") are between you and CAPN, LLC (CAPN). These Terms govern your access to and use of CAPN's service(s) (by whatever name such service(s) may be known), including the "CAPN" mobile application ("App"). Your access to and use of the Services is conditioned on your acceptance of and compliance with these Terms. By accessing or using the Services you agree to be bound by these Terms.

THESE TERMS REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE. PLEASE CAREFULLY REVIEW SECTION 11 BELOW FOR MORE INFORMATION.

PLEASE BE AWARE THAT SECTION 5 OF THE TERMS CONTAINS YOUR OPT-IN CONSENT TO RECEIVE COMMUNICATIONS FROM US, INCLUDING, AS APPLICABLE, VIA E-MAIL, TEXT MESSAGE, CALLS AND PUSH NOTIFICATION.

1. Basic Terms

YOU HEREBY REPRESENT THAT YOU ARE DULY AWARE THAT THE ACTIVITIES IN WHICH YOU MAY BE PARTICIPATING IN CONNECTION WITH THE USE OF THE SERVICES AND/OR THE CAPTURING OF CONTENT TO BE UPLOADED TO THE SERVICES MAY INVOLVE RISKS. YOU FURTHER ACKNOWLEDGE AND ASSUME THESE RISKS AND YOU HEREBY ELECT, VOLUNTARILY, TO ENGAGE IN SUCH ACTIVITIES. YOU REPRESENT AND WARRANT THAT: (A) YOU ARE OVER THE AGE OF EIGHTEEN (18); (B) YOU UNDERSTAND AND APPRECIATE THE RISKS ASSOCIATED WITH THE ACTIVITIES YOU MAY ENGAGE IN; (C) YOU UNDERSTAND THAT (I) YOU SHOULD NOT TRAVEL TO OR REMAIN IN ANY AREA DURING, BEFORE, OR AFTER A CRIME OR OTHER HAZARDOUS SITUATION, (II) ANY ACTION OR FAILURE TO ACT BY YOU IN TRAVELING TO OR REMAINING IN SUCH AN AREA CONSTITUTES A BREACH OF THESE TERMS (D) YOU ARE OF SOUND MIND AND PHYSICAL HEALTH; (E) ANY INJURIES OR OTHER DAMAGE SUFFERED BY YOU WILL NOT BE COMPENSABLE BY WORKERS COMPENSATION, ANY

OTHER INSURANCE PROGRAM MAINTAINED BY CAPN; AND (F) YOU WILL NOT INCITE, ENCOURAGE, CAUSE, OR ENGAGE IN ANY CRIMINAL, HAZARDOUS, ILLEGAL OR OTHERWISE UNSAFE ACTIVITY IN CONNECTION WITH YOUR USE OF THE SERVICES.

You are responsible for your use of the Services.

You may use the Services only if you are 18 years of age, you can form a binding contract with CAPN and are not a person barred from receiving or using Services under the laws of the United States or other applicable jurisdiction. If you are accepting these Terms and using the Services on behalf of a company, organization, government, or other legal entity, you represent and warrant that you are authorized to do so. You may use the Services only in compliance with these Terms and all applicable local, state, national, and international laws, rules and regulations.

The Services that CAPN provides are always evolving, and the form and nature of the Services may change from time to time without prior notice to you. In addition, CAPN may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally and may not be able to provide you with prior notice. You may need to update third-party software from time to time in order to use the Service. CAPN also retains the right to create limits on use at CAPN's sole discretion at any time without prior notice to you.

In order to use the Service in any manner, you must enable your mobile device as follows: to receive push notifications from the App; to permit the App to access both the camera and microphone for your device (at your election); and to permit the App to access your location (even in the background, i.e., when the App is not open on your device). (For example, the Service is designed to deliver push notifications to users within a certain radius of a reported incident.) If you do not enable your mobile device accordingly (including enabling any additional features or functions that CAPN elects to make mandatory for use of the App), the App will not function on your device.

The purpose of the aforementioned data is providing a safer, more reliable service for you. For example, in the event you are fleeing an unsafe situation and don't have your app actively running, we need to be able to continuously track your location and send push notifications. Without these permissions, a CAPN provider will not be able to determine to your new location or send you key updates about their arrival.

You must provide all equipment and software necessary to connect to the Service, including but not limited to, a mobile device that is suitable to connect with and use the App. You are solely responsible for any fees, including internet connection or mobile fees, that you incur when accessing the Service.

2. Privacy

Any information that you provide to CAPN, as well as any information that CAPN otherwise collects via the Services and your use thereof, is subject to our Privacy Policy, which governs our collection and use of such information. You understand that through your use of the Services you consent to the collection and use (as set forth in the Privacy Policy) of this information, including the transfer of this information to the United States and/or other countries for storage, processing and use by CAPN. As part of providing you the Services, CAPN may need to provide you with certain communications, such as announcements regarding the Services and administrative messages. These communications are considered part of the Services and your account, which you may not be able to opt out from receiving.

3. Service Access Credentials

You are responsible for safeguarding the mobile telephone number, user name, password or other credentials that you use to access to the Services and for any activities or actions under your account. CAPN cannot and will not be liable for any loss or damage arising from unauthorized access to your account resulting from your failure to safeguard your device and/or such credentials.

4. Your License to Use the Services

CAPN grants you a personal, revocable, worldwide, royalty-free, non-assignable and non-exclusive license to use the software that is provided to you by CAPN as part of the Services. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by CAPN, in the manner permitted by these Terms, including the terms of Section 9, below.

With respect to any App accessed through or downloaded from the Apple App Store (an “App Store Sourced Application”), you will only use such App Store Sourced Application (a) on an Apple-branded product that runs iOS (Apple’s proprietary operating system) and (b) as permitted by the “Usage Rules” set forth in the Apple App Store Terms of Service. Notwithstanding the first sentence in this section, with respect to any App accessed through or

downloaded from the Google Play store (a “Google Play Sourced Application”), you may have additional license rights with respect to use of such Google Play Sourced Application on a shared basis within your designated family group.

5. CAPN Communications

By agreeing to the Terms or using the Service, you agree to receive communications from us, including via e-mail, text message, calls, and push notifications. You agree that texts, calls or prerecorded messages may be generated by automatic telephone dialing systems. Communications from us and our affiliated companies may include but are not limited to: operational communications concerning your account or the use of the Service, updates concerning new and existing features on the Service, communications concerning promotions run by us or our third-party partners, and news concerning CAPN and industry developments. Standard text messaging charges applied by your cell phone carrier will apply to text messages that we send. IF YOU WISH TO OPT OUT OF PROMOTIONAL EMAILS, YOU CAN UNSUBSCRIBE FROM OUR PROMOTIONAL EMAIL LIST BY FOLLOWING THE UNSUBSCRIBE OPTIONS IN THE PROMOTIONAL EMAIL ITSELF. IF YOU WISH TO OPT OUT OF TEXT MESSAGES, YOU CAN REPLY "STOP". REPLY "HELP" FOR ASSISTANCE.

6. CAPN Rights

All right, title, and interest in and to the Services are and will remain the exclusive property of CAPN and its licensors. The Services are protected by copyright, trademark, and other laws of both the United States and foreign countries. CAPN reserves all rights not expressly granted in these Terms. You acknowledge and agree that any feedback, comments, or suggestions you may provide regarding CAPN or the Services is entirely voluntary and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.

7. Restrictions on Use of the Services; Interaction with Others

We reserve the right at all times (but will not have any obligation) to remove or refuse to distribute Services and to suspend and or terminate users without notice or liability to you.

- Impersonates another person or entity in a manner that does or is intended to mislead, confuse, or deceive others;
- Violates the rights of a third party, including copyright, trademark, privacy, and publicity rights;
- Promotes discrimination, hatred or harm against any individual or group;
- Is defamatory, intentionally or gratuitously obscene or pornographic; or

- Is harassing, abusive, constitutes spam or that is otherwise inconsistent with the purposes for which CAPN makes the Services available.

We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce these Terms, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of CAPN, its users and the public. CAPN does not disclose personally identifying information to third parties except in accordance with our Privacy Policy.

You may not do any of the following while accessing or using the Services:

- access, tamper with, or use non-public areas of the Services, CAPN's computer systems, or the technical delivery systems of CAPN's providers;
- probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures;
- access or search or attempt to access or search the Services by any means (automated or otherwise) other than through any then- currently available, published interfaces that are provided by CAPN (and only pursuant to any applicable terms and conditions), unless you have been specifically allowed to do so in a separate agreement with CAPN (NOTE: scraping the Services without the prior consent of CAPN is expressly prohibited);
- forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Services to send altered, deceptive or false source- or location-identifying information;
- interfere with or disrupt (or attempt to do so) the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing the Services, or by scripting the creation of Content in such a manner as to interfere with or create an undue burden on the Services;
- use, display, mirror or frame the Services or any individual element within the Services, CAPN's name, any CAPN trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without CAPN's express written consent;
- avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by CAPN or any of CAPN's providers or any other third party (including another user) to protect the Services or Content;
- attempt to access or search the Services or Content or download Content from the Services through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software

and/or search agents provided by CAPN or other generally available third-party web browsers;
- send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation;
- use any meta tags or other hidden text or metadata utilizing a CAPN trademark, logo URL or product name without CAPN's express written consent;
- use the Services or Content that you did not post, or any portion thereof, for any editorial or commercial purpose or for the benefit of any third party or in any manner not permitted by these Terms;
- attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Services;
- interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Services;
- collect or store any personally identifiable information from other users of the Services without their express permission;
- violate any applicable law or regulation; or
- encourage or enable any other individual to do any of the foregoing.

Interactions with Other Users. You are solely responsible for your interactions with other users of the Services, and you agree to take all reasonable precautions in all interactions with other users. You understand that we do not conduct screenings of our users of any kind. We also do not conduct criminal background, credit, business or identity verification checks on our users or attempt to verify the statements of our users. We make no representations or warranties as to the conduct of any of our users.

8. On-Demand Security Request Services

The Services may include a feature where you may request on-demand physical security services. By making such requests, the Services may connect you with provider of physical security services in your area ("Security Provider").

By using the Services, you hereby acknowledge and agree to the following:

- Neither we nor any Security Provider dispatched through our Services can guarantee your physical safety nor the protection of any real, personal or tangible property.
- We do not guarantee or warrant the availability of any Security Provider to provide you any requested security services. The availability or response time of any Security Provider is dependent on many factors, including the availability of Security Providers in your area, traffic, weather, nature of the incident, etc.
- The Security Providers are personnel retained by independent security firms with whom we contract as part of our Services. As such, we do not control the actions of any Security Providers. In responding to a response incident, such Security Providers will act in their sole discretion on how to respond to a situation, which may include the discretion to call 911 or other relevant service providers without further discussion with you and

without your express consent.  Such response may also include use of physical and sometimes deadly force to respond to an incident, which may cause bodily injury or death to persons, including you, and cause damage to property. You understand that we are not responsible for the conduct of any Security Provider and your request for security services shall be at your sole risk.

- Without limiting the foregoing, we make no warranty and disclaim all responsibility and liability for the availability, timeliness, security, reliability, effectiveness and any acts or omissions of any Security Provider. We do not guarantee any particular outcomes with respect to our Services or use of any Security Provider.
- We do not endorse any Security Provider or their security firms. Other than general diligence using publicly available information derived from basic internet research with respect to security firms with whom we contract, we do not conduct any criminal background, credit, business or identity verification checks on our Security Providers or their security firms.

9. Personal Responsibility

You acknowledge and agree that you are free to contact 911 or other emergency services directly. Using the Services instead of contacting 911 or other emergency services directly is your choice and not required, and you assume any risks associated therewith. Further, you understand that the 911 operators, responders, and/or any nearby users operate independently from us, and we cannot be responsible for their acts or omissions.

You agree that Security Providers are not required to make a response condition a publicly available incident. You agree that we are not responsible for the actions of any Security Providers responding to your request for security services.

You acknowledge that the events that may result from your request of security services may be inherently dangerous, such as medical emergencies or law enforcement emergencies, in addition to the dangerous and emergency situations already taking place at the time of your request for security services. Such situations have the potential to inflict property damage, significant bodily harm, or death, and time is of the essence in responding to these events. You freely and expressly choose to incur all risks posed by using our Services to request security services.

You are responsible for complying with all local laws, rules, and regulations, with respect to using our Services and for responding to and complying with any responders such as the police.

10. Termination of these Terms

The Terms will continue to apply until terminated by either you or CAPN as follows.

You may end your legal agreement with CAPN at any time for any reason by deactivating your accounts and discontinuing your use of the Services. In order to deactivate your account, please do so by contacting us via the support center within the Services.

We may suspend or terminate your account or cease providing you with all or part of the Services at any time for any reason, including, but not limited to, if we reasonably believe: (i) you have violated these Terms, (ii) you create risk or possible legal exposure for us; or (iii) our provision of the Services to you is no longer commercially viable. We will make reasonable efforts to notify you by the email address associated with your account or through the Services the next time you attempt to access your account.

In all such cases, the Terms shall terminate, including, without limitation, your license to use the Services, except that the following sections shall continue to apply: 1, 2, 3, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and any other provisions which should reasonably survive termination shall survive termination.

Nothing in this section shall affect CAPN's rights to change, limit or stop the provision of the Services without prior notice, as provided herein.

11. Indemnity

You will indemnify and hold harmless CAPN and its officers, directors, employee and agents from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (i) your access to or use of the Services or Content, (ii) your Content, or (iii) your violation of these Terms.

12. Disclaimers and Limitations of Liability; Acknowledgement

Please read this section carefully since it limits the liability of CAPN and its parents, subsidiaries, affiliates, related companies, officers, directors, employees, agents, representatives, partners, and licensors (collectively, the "CAPN Entities"). Each of the subsections below only applies up to the maximum extent permitted under applicable law. Some jurisdictions do not allow the disclaimer of implied warranties or the limitation of liability in contracts, and as a result the contents of this section may not apply to you. Nothing in this section is intended to limit any rights you may have which may not be lawfully limited.

A. The Services are Available “AS-IS”

Your access to and use of the Services or any Content are at your own risk. You understand and agree that the Services are provided to you on an “AS IS” and “AS AVAILABLE” basis. Without limiting the foregoing, THE CAPN ENTITIES DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

The CAPN Entities make no warranty and disclaim all responsibility and liability for: (i) the completeness, accuracy, availability, timeliness, security or reliability of the Services or any Content; (ii) any harm to your computer system or mobile device, loss of data, or other harm that results from your access to or use of the Services, or any Content; (iii) the deletion of, or the failure to store or to transmit, any Content and other communications maintained by the Services; or (iv) any claim that the Services do not meet your requirements or are not available on an uninterrupted, secure, or error-free basis. No advice or information, whether oral or written, obtained from the CAPN Entities or through the Services, will create any warranty not expressly made herein.

B. Links

The Services may contain links to third-party websites or resources. You acknowledge and agree that we are not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by CAPN Entities of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

C. Release

YOU HEREBY RELEASE THE CAPN ENTITIES FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, ACTIONS, AND CAUSES OF ACTION, WHATSOEVER, ARISING OUT OF OR RELATED TO ANY LOSS, PROPERTY DAMAGE, PHYSICAL INJURY, CONTAGIOUS DISEASE OR DEATH THAT MAY BE SUSTAINED BY YOU WHILE USING OR IN CONNECTION WITH THE USE OF THE SERVICES AND/OR THE CAPTURING OF CONTENT TO BE UPLOADED TO THE SERVICES. THIS RELEASE WILL BE BINDING UPON YOUR RELATIVES, SPOUSE, HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, AND ANY OTHER INTEREST PARTIES.

You waive and relinquish any and all rights and benefits otherwise conferred by any statutory or non-statutory law of any jurisdiction that would purport to limit the scope of a release or waiver, including any all rights and benefits which you have or may have under California Civil Code Section 1542 or any similar provision of the statutory or non-statutory law of any other jurisdiction (including without limitation Missouri, Delaware and Pennsylvania) to the full extent that you may lawfully waive all such rights and benefits. You acknowledge that the releases in these Terms are intended to be as broad and inclusive as permitted by law, and as a complete and continuous release and waiver of liability for any and all use of the Services.

D. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE CAPN ENTITIES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOOD-WILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (I) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES; (II) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY IN CONNECTION WITH OR RELATED TO THE SERVICES, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; (III) ANY CONTENT OBTAINED FROM THE SERVICES; OR (IV) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT.

IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE CAPN ENTITIES HEREUNDER EXCEED ONE HUNDRED U.S. DOLLARS (U.S. $100.00).

THE LIMITATIONS OF THIS SUBSECTION SHALL APPLY TO ANY THEORY OF LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT ANY CAPN ENTITY HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

11. Governing Law and Dispute Resolution

These Terms and the relationship between you and CAPN will be governed by the laws of the State of Washington, without giving effect to any choice of laws principles that would require the application of the laws of a different country or state. Except for a claim by CAPN of infringement or misappropriation of CAPN’s patent, copyright, trademark, or trade secret, any

and all disputes between you and CAPN arising under or related in any way to these Terms must be resolved through binding arbitration as described in this section. This agreement to arbitrate is intended to be interpreted broadly. It includes, but is not limited to, all claims and disputes relating to your use of the Services.

YOU AGREE THAT BY ENTERING INTO THESE TERMS, YOU AND CAPN ARE EACH WAIVING THE RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION. YOU AND CAPN AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED.

(a) Any and all controversies, disputes, demands, counts, claims, or causes of action (including the interpretation and scope of this clause, and the arbitrability of the controversy, dispute, demand, count, claim, or cause of action) between you and us and our employees, agents, successors, or assigns, regarding or relating to the Services or these Terms shall exclusively be settled through binding and confidential arbitration.

(b) Arbitration shall be subject to the Federal Arbitration Act and not any state arbitration law. The arbitration shall be conducted before one commercial arbitrator with substantial experience in resolving commercial contract disputes from the American Arbitration Association (“AAA”). As modified by these Terms, and unless otherwise agreed upon by the parties in writing, the arbitration will be governed by the AAA’s rules for commercial arbitration and, if the arbitrator deems them applicable, the procedures for consumer-related disputes.

(c) You are thus GIVING UP YOUR RIGHT TO GO TO COURT to assert or defend your rights EXCEPT for matters that may be taken to small claims court. Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury. You are entitled to a FAIR HEARING, BUT the arbitration procedures are SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT. Arbitrator decisions are as enforceable as any court order and are subject to VERY LIMITED REVIEW BY A COURT.

(d) You and we must abide by the following rules: (1) any claims brought by you or us must be brought in the parties’ individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding; (2) the arbitrator may not consolidate more than

one person's claims; may not otherwise preside over any form of a representative or class proceeding, and may not award class-wide relief, (3) in the event that you are able to demonstrate that the costs of arbitration will be prohibitive as compared to costs of litigation, we will pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive as compared to the cost of litigation, (4) we also reserve the right in our sole and exclusive discretion to assume responsibility for all of the costs of the arbitration; (5) the arbitrator shall honor claims of privilege and privacy recognized at law; (6) the arbitrator's award shall be final and may be enforced in any court of competent jurisdiction; (7) the arbitrator may award any individual relief or individual remedies that are permitted by applicable law; and (8) each side pays its own attorneys' fees and expenses unless there is a statutory provision that requires the prevailing party to be paid its fees' and litigation expenses, and then in such instance, the fees and costs awarded shall be determined by the applicable law.

(e) Notwithstanding the foregoing, either you or we may bring an individual action in small claims court. Further, claims of infringement or misappropriation of the other party's patent, copyright, trademark, or trade secret shall not be subject to this arbitration agreement. Such claims shall be exclusively brought in the state or federal courts located in Seattle, Washington. Additionally, notwithstanding these Terms to arbitrate, either party may seek emergency equitable relief before the state or federal courts located in Seattle, Washington in order to maintain the status quo pending arbitration, and hereby agree to submit to the exclusive personal jurisdiction of the courts located within Seattle, Washington for such purpose. A request for interim measures shall not be deemed a waiver of the right to arbitrate.

(f) With the exception of subparts (1) and (2) in the paragraph 14(d) above (prohibiting arbitration on a class or collective basis), if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the Agreement, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, either subparts (1) and (2) in such paragraph (prohibiting arbitration on a class or collective basis) is found to be invalid, unenforceable or illegal, then the entirety of this arbitration provision shall be null and void, and neither you nor we shall be entitled to arbitration. If for any reason a claim proceeds in court rather than in arbitration, the dispute shall be exclusively brought in state or federal court in Seattle, Washington.

(g) Notwithstanding any provision in these Terms to the contrary, if we seek to terminate the Dispute Resolution section as included in these Terms, any such termination shall not be effective until 30 days after the version of these Terms not containing the agreement to arbitrate is posted to the Services, and shall not be effective as to any claim of which you provided us

with written notice prior to the date of termination. For more information on AAA, its Rules and Procedures, and how to file an arbitration claim, you may call AAA at 800-778-7879 or visit the AAA website at http://www.adr.org.

14. App Stores

You acknowledge and agree that the availability of the App and the Service is dependent on the third party from whom you received the App license, e.g., the Apple App Store or Google Play (each, an “App Store”). You acknowledge that the Terms are between you and CAPN and not with the App Store. CAPN, not the App Store, is solely responsible for the Service, including the App, the content thereof, maintenance, support services, and warranty therefor, and addressing any claims relating thereto (e.g., product liability, legal compliance or intellectual property infringement). In order to use the App, you must have access to a wireless network, and you agree to pay all fees associated with such access. You also agree to pay all fees (if any) charged by the App Store in connection with the Service, including the App. You agree to comply with, and your license to use the App is conditioned upon your compliance with all terms of agreement imposed by the applicable App Store when using any Service, including the App. You acknowledge that the App Store (and its subsidiaries) are third-party beneficiaries of the Terms and will have the right to enforce it.

15. Accessing and Downloading the App from iTunes

The following applies to any App Store Sourced Application accessed through or downloaded from the Apple App Store:

(a) You acknowledge and agree that (i) the Terms are concluded between you and CAPN only, and not Apple, and (ii) CAPN, not Apple, is solely responsible for the App Store Sourced Application and content thereof. Your use of the App Store Sourced Application must comply with the App Store Terms of Service.

(b) You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App Store Sourced Application.

(c) In the event of any failure of the App Store Sourced Application to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the App Store Sourced Application to you and to the maximum extent permitted by applicable law, Apple will

have no other warranty obligation whatsoever with respect to the App Store Sourced Application. As between CAPN and Apple, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of CAPN.

(d) You and CAPN acknowledge that, as between CAPN and Apple, Apple is not responsible for addressing any claims you have or any claims of any third party relating to the App Store Sourced Application or your possession and use of the App Store Sourced Application, including, but not limited to: (i) product liability claims; (ii) any claim that the App Store Sourced Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

(e) You and CAPN acknowledge that, in the event of any third-party claim that the App Store Sourced Application or your possession and use of that App Store Sourced Application infringes that third party's intellectual property rights, as between CAPN and Apple, CAPN, 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 the Terms.

(f) You and CAPN acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of the Terms as related to your license of the App Store Sourced Application, and that, upon your acceptance of the terms and conditions of the Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce the Terms as related to your license of the App Store Sourced Application against you as a third-party beneficiary thereof.

(g) Without limiting any other terms of the Terms, you must comply with all applicable third-party terms of agreement when using the App Store Sourced Application.

16. General Terms

The failure of CAPN to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. In the event that any provision of these Terms is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise. You may not assign or transfer these Terms, by operation of law or otherwise, without

CAPN's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null. CAPN may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

Any notices or other communications provided by CAPN under these Terms, including those regarding modifications to these Terms, will be given: (i) via email; or (ii) by posting to the Services. For notices made by email, the date of receipt will be deemed the date on which such notice is transmitted.

These Terms and our Privacy Policy are the entire and exclusive agreement between CAPN and you regarding the Services (excluding any services for which you have a separate agreement with CAPN that is explicitly in addition to or in place of these Terms), and these Terms supersede and replace any prior agreements between CAPN and you regarding the Services and Content.

We may revise these Terms from time to time, the most current version will always be available within the Services. If the revision, in our sole discretion, is material we will notify you via email to the email associated with your account or through the Services. If you do not wish to be bound by any such revisions to the Terms, you must end these Terms with us as set forth in Section 10 above. By continuing to access or use the Services after those revisions become effective, you agree to be bound by the revised Terms.

These Services are operated and provided by CAPN, LLC. If you have any questions about these Terms, please contact us.

**Privacy Policy**

Last Updated: October 18, 2022

CAPN, LLC and our affiliated entities ("we", "us" or the "Company"), respect your privacy and are committed to protecting it through compliance with this Privacy Policy.

This Privacy Policy describes and governs the manner in which we collect, use, maintain and disclose information about you when you use our website, mobile applications and other online

services (the “Services”). Please read this Privacy Policy carefully before you start to use the Services. By accessing and/or using the Services, you accept and agree to be bound and abide by this Privacy Policy and our Terms of Use available at https://www.capnapp.com/terms-of-service (the “Terms of Use”) incorporated herein by reference and to comply with all applicable laws, rules and regulations (collectively, “Applicable Law”). If you do not want to agree to this Privacy Policy and the Terms of Use, you must not access or use the Services.

**Personal Information**

We may collect personal information from you in a variety of ways, including the following key categories and types of personal information:

- Contact information: Name, username, address, email address and phone number, name, jurisdiction of incorporation or formation, address and phone number of company or business entity, if applicable.
- Financial information: Bank information, including account number and routing number, address, payment reference, and credit card information.
- Professional or employment-related information: Professional and employment information shared by you, including your position and employer and educational experience.
- Business Information: Information about your business, including type of industry, owners, authorized employees, and certain business service needs as requested through our Services.
- Information about your transaction: We will collect information about any transaction for which you use the Services, including information about your request for on-demand security services, the nature, details and outcomes relating to any particular security incident for which you use the Services and general transaction details and timing.
- Geolocation data: The general region or area from which you access our Services.
- Internet or other online activity: Referral channels that led you to our Services, browsing and click history and information about how you navigate our Services.

**How We Use Collected Information**

We may collect and use your personal information for the following purposes:

- To provide and improve customer service. We use your contact information to answer your questions and respond to your requests and enquiries, notify you of changes to the Services, and maintain and improve functionality of our Services.

- To provide the Services. We use personal information to provide you the Services. For example, we may use your personal information to connect you with on-demand security assistance or to inform other users of our Services of a reported incident.
- For analytical purposes. We use aggregated information collected detailing your internet activity, browsing history and geolocation data to analyze preferences, trends and statistics relating to the usage of our Services. We may also use your activity on our Services in an aggregate way in order to improve our Services. We may also use your information to protect the Company, our Services and our website, and to prevent fraud, theft and misconduct.
- For relevant updates, marketing and promotional purposes. We use your contact information, employment-related information, other personal information and various inferences described above to send you relevant, articles, blog posts, newsletters, podcasts and other information we think may be relevant to you. We may also use information about your use of our Services in an anonymized and aggregate way to analyze trends and statistics and to promote and market our Services.
- To comply with the law. We use your personal information to enforce and comply with the law, including to conduct an investigation, to protect the property and rights belonging to us or a third party, to protect the safety of the public or any person, or to prevent or stop activity we may consider to be, or to pose a risk of being, illegal, fraudulent, unethical or legally actionable activity.

**How We Collect Your Personal Information**

We collect personal information from the following sources:

- Directly. We collect personal information directly from you. When you register for the Services, submit information in an online form, request information from us, or otherwise communicate with us or our support personnel, you may provide us with information, for example, your name, email address, phone number and physical address. By providing us with this information, you consent to your information being collected, used, disclosed, processed and stored by us in accordance with this Privacy Policy.
- Passively. We and our service providers collect personal information from you passively from the internet and other automatic data collection tools, such as cookies and web beacons, which are summarized below:
- Cookies (or browser cookies). A cookie is a small file placed on the hard drive of your computer. You may refuse to accept browser cookies by activating the appropriate setting on your browser. However, if you select this setting you may be unable to access certain parts of our website. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you direct your browser to our website.
- Web Beacons. Pages of our website may contain small electronic files known as web beacons (also referred to as clear gifs, pixel tags, and single-pixel gifs) that permit the Company, for example, to count users who have visited those pages or and for other

related website statistics (for example, recording the popularity of certain website content and verifying system and server integrity).

- Tracking Tools. We use the following tracking tools:
- Google Analytics and Adwords: We use Google tools such as Google Analytics and Google Adwords to understand how users use our website. This includes looking at where a visitor comes from and where they go when they leave our site. Google Analytics provides an opt-out for its tool here.
- Other tracking tools: We may deploy other automatic tracking tools in the future. Similar to the tools we currently use, such future tracking tools will track data about our visitors only in the aggregate and on an anonymized basis and will not reveal personal information about you.

**When We Share Your Personal Information with Third Parties**

- With service providers who do things on our behalf. For example, we will share information with vendors and contractors who conduct email marketing for us or who assist us with developing and providing the Services and customer support. Such service providers may reside outside the United States and in countries that may not provide the same level of protections as the laws of the United States.
- With third parties as directed by you or to support transactions you engage in via the Services. We may share your information with third parties with your consent or as requested by you, or in connection with a transaction you engage in through the Services.
- In accordance with applicable law. We may share your information with the appropriate authorities if we believe disclosure is in accordance with, or required by, any applicable law, including lawful requests by public authorities to meet national security or law enforcement requirements.
- In connection with sale of the Company. In the event of a reorganization, merger, or sale we may transfer your personal information we collect to the relevant third party.

**We May Share Aggregated Personal Information to Third Parties**

We may use the aggregated data collected to determine macro crime and public safety trends and may then sell or share such aggregated data collected to third parties. We will neither rent nor sell your personal information in personally identifiable form to anyone. You may request disclosure of the information being sold or shared to third parties and may opt out of any such selling or sharing by contacting jeremy@capnapp.com.

**Third-Party Links and Websites**

Our Services may contain advertising, links or other content from the websites and services of our partners, suppliers, advertisers, sponsors, licensors and other third parties (collectively, the "Third-Party Services"). We do not control the content or links that appear on these Third-Party Services and are not responsible for the practices employed by such Third-Party Services. In addition, these Third-Party Services may have their own privacy policies and customer service policies. Browsing and interacting on any of these Third-Party Services are subject to such Third-Party Services' own terms and policies.

**Our Content on Third-Party Services**

Our Services may be provided on or hosted on a third-party platform or otherwise make use of Third-Party Services. We do not control the content or links that appear on these Third-Party Services and are not responsible for the practices employed by such Third-Party Services. Your browsing and interacting on any of these Third-Party Services are subject to such Third-Party Services' own terms and policies. Any visit you make to those other services is at your own risk. Such third parties' use of any information you share is governed by the third party's privacy policy. The Services may also use third-party service remarketing services to advertise to previous visitors to the Services on such Third-Party Services. Such third parties may use tracking technology (e.g., cookies) to serve ads to you based on your past activity on our Services and other websites and applications, subject to their own privacy policies.

**Your Choices**

You have certain choices on how we treat your personal information, described below:

- Modifications to Personal Information. You may review and request modifications to your personal information by editing your profile directly on our website or by contacting us at jeremy@capnapp.com. Please note that Personal Information is stored for as long as reasonably necessary and proportionate to achieve the purposes for which the Personal Information was collected or processed. If you provide us with updated information, we will do our best to keep your information accurate and up-to-date. We will make good-faith efforts to make requested changes in any active database as soon as practicable.
- Marketing Communications. You can opt out of promotional marketing communications by unsubscribing through the Services or contacting us at jeremy@capnapp.com. We may give choices about other emails and communications you receive from us. If you opt

out, we may still send you non-promotional communications, such as those about your account or our ongoing business.

- Ad Choices. Some advertisements and other content may be delivered by third-party advertising networks and advertisers that may use cookies and similar and/or your advertiser ID for mobile devices to collect and track information such as demographic information, inferred interests, aggregated information, and activity to assist them in delivering advertising that is more relevant to your interests. To find out more about third-party advertising networks and similar entities that use these technologies, see www.aboutads.info. If you would like to opt-out of such ad networks' and services' advertising practices, you may find a service provider (for example, www.aboutads.info/choices) to opt out in desktop and mobile web browsers.
- Tracking Technology. You may turn off part or all of our tracking software that has been placed on your computer by following the instructions on your browser. On a mobile device, you may turn off part or all of mobile tracking through your mobile device settings. However, if you prevent the use of tracking software or tracking through your mobile device, it will be more difficult, and may be impossible, for you to use the Service or portions of the Services.
- Location and Analytics. If we use Third-Party Services to automatically collect your personal information, such Third-Party Services may offer you a choice to stop the automatic collection of your information. Please see our "How we collect your personal information" above with respect to our tracking tools.
- Cookies. Most web browsers are set by default to accept cookies. You can usually set your browser to remove or reject cookies. Please note if you choose to reject, this could affect the availability and functionality of our Services.
- Not Providing Personal Information. You may choose not to provide personal information to us. However, if you do not provide personal information, we may not be able to offer you all or part of our Services.

**Telemarketing**

Without limiting the foregoing, by providing your personal information to us via the Services, you acknowledge and agree that such act constitutes an inquiry and/or application for purposes of the Amended Telemarketing Sales Rule (16 CFR §310 et seq.), as amended from time to time (the "Rule") and applicable state do-not-call regulations. As such, notwithstanding that your telephone number may be listed on the Federal Trade Commission's Do-Not-Call List, and/or on applicable state do-not-call lists, we retain the right to contact you via telemarketing, including by means of a pre-recorded message and automated voice dialing, in accordance with the Rule and the applicable state do-not-call regulations. Your acceptance of this Privacy Policy constitutes your express written consent to receive telemarketing calls from third-party marketers, including by means of a pre-recorded message and automated voice dialing. Your consent will be effective regardless of whether the number you have provided: (a) is a home, business, or cell phone line; or (b) is or will be registered on any state or federal do-not-call list.

**Where Your Information Is Stored**

We store your information in the United States. However we may transfer your information to our service providers who may reside in other countries.

By using the Services or otherwise providing information to us, you understand and consent to having any personal information transferred to and processed in the United States. If you reside in the European Union (the “EU”), we will transfer your personal information pursuant to EU data protection laws. You understand that the United States may not provide the same level of protections as the laws in your country. United States data protection and other relevant laws may not be the same as those in your jurisdiction. In certain circumstances law enforcement or regulatory agencies, courts or security authorities in the United States may be entitled to access your personal information.

**Information Security**

We use commercially reasonable security technologies and procedures to help protect your personal information from unauthorized access, use or disclosure.  However, we cannot guarantee the complete safety of your information.  It is your responsibility to keep your information confidential.

**How Long We Keep Your Information**

We retain, store and use your information for least amount of time necessary for our relationship with you and to provide you access to our Services and in accordance with data retention policies and applicable law.

**Our Services Are Not Intended For Children**

Our Services is not directed to children under the age of 18. We do not knowingly collect information, including personal information, from children. If we obtain actual knowledge that we have collected such information from children, then we will promptly delete it. If you believe we have mistakenly collected information from children listed above, please contact us at jeremy@capnapp.com.

Information for European Economic Area Residents

If you are a resident of the European Economic Area ("EEA"), you have certain rights and protections under applicable law regarding the processing of your personal information. The term "personal information" has the meaning given to it by the European General Data Protection Regulation ("GDPR"). When we process your personal information as described in this Privacy Policy, we will only do so when we have a legitimate interest in processing your personal information (for example, our legitimate interest in providing the Services, responding to your inquiries, or sending you marketing communications), when the processing is necessary for the performance of a contract between you and us, when the processing is necessary for us to comply with the law, or when you give us consent to process your personal information. You have the right to revoke your consent at any time. You also have the right to access personal information we hold about you and to ask that your personal information be corrected, erased, or transferred. You may also have the right to object to, or request that we restrict, certain processing. If you would like to exercise any of these rights, you may contact us as indicated below. If you have a concern about our processing of personal information that we are not able to resolve, you have the right to lodge a complaint with the data privacy authority where you reside.

For contact details of your local Data Protection Authority, please see: http://ec.europa.eu/justice/data-protection/article-29/structure/data-protection-authorities/index_en.htm.

**"Do Not Track" Policy as Required by California Online Privacy Protection Act ("CalOPPA")**

Our Service does not respond to Do Not Track ("DNT") signals. However, some third-party websites do keep track of your browsing activities. If you are visiting such websites, you can set your preferences in your web browser to inform websites that you do not want to be tracked. You can enable or disable DNT by visiting the preferences or settings page of your web browser.

Your California Privacy Rights

If you are a California resident, California's "Shine the Light" law (Civil Code Section § 1798.83) permits users of our Services to request certain information regarding our disclosure of personal information to third parties for their direct marketing purposes and to opt-out of sharing your personal information with such third parties. To make such a request, please send an email to jeremy@capnapp.com. As a California resident you also have the right to opt-out of the sale of your Personal Information. Once we receive and confirm a verifiable consumer request from you, we will stop selling your Personal Information. To exercise your right to opt-out, please contact us at jeremy@capnapp.com.

**Usage and Deletion of Personal Information**

You may request what personal information we have collected, used and disclosed about you as well as the identity of the third parties to which we have disclosed your personal information. You may also request deletion of your personal information. Please note that we may not delete all of your information if: (1) we need it to complete a service as requested by you or perform under a contract we have with you; (2) we need such information to repair any errors to our Services or detect data security violations; or (3) we need such information to protect against fraud or illegal activity or to comply with applicable law. Please note that if we delete your personal information, we may not be able to provide you the Services with the same functionality.

To make any request for personal information or deletion, please send an email to jeremy@capnapp.com.

**Changes to this Privacy Policy**

We have the discretion to update this Privacy Policy at any time. Updates to this Privacy Policy will be posted to our website from time to time or notice will be provided to you via email we have on record. We encourage you to frequently check this page for any changes. You acknowledge and agree that it is your responsibility to review this Privacy Policy periodically and become aware of modifications. Subject to applicable law, your continued use of our Services shall be deemed an acceptance of our revised policy.

**You Can Contact Us**

If you have any questions about this Privacy Policy, you can email us at jeremy@capnapp.com.