

## SeatLink™ App Terms and Conditions

By downloading or using the SeatLink™ app, these terms will automatically apply to you. Please read them carefully before using the app. Do not copy or modify the app, any part of the app, or our trademarks in any way. Do not attempt to extract the source code of the app, translate the app into other languages, or make derivative versions. The app itself, and all the trademarks, copyrights, database rights and other intellectual property rights related to it, still belong to InterMotive, Inc.

InterMotive, Inc. is committed to ensuring that the app is as useful and efficient as possible. For that reason, we reserve the right to make changes to the app or to charge for its services, at any time and for any reason. We will never charge you for the app or its services without making it very clear exactly what you are paying for.

The SeatLink™ app stores and processes personal data that you have given to us, in order to provide our service. It is your responsibility to keep your phone and access to the app secure. Therefore, we recommend that you do not jailbreak or root your device, which is the process of removing software restrictions and limitations imposed by the official operating system of your device. Doing so could make your device vulnerable to malware/viruses/malicious programs, compromise your phone's security features, and could cause the SeatLink™ app to work improperly or not at all.

The app does use third-party services that declare their own Terms and Conditions.

Link to Terms and Conditions of third-party service providers used by the app:

- [Google Play Services](#)

InterMotive, Inc. will not take responsibility for external conditions related to using the app. Certain functions will require the app to have an active internet connection. The connection can be Wi-Fi or provided by your mobile network provider, but InterMotive, Inc. cannot take responsibility for the app not working at full functionality if you do not have access to Wi-Fi, and/or you do not have data allowance available.

If you are using the app outside of an area with Wi-Fi, the terms of the agreement with your mobile network provider will still apply. As a result, you may be charged by your mobile provider for the cost of data for the duration of the connection while accessing the app, or other third-party charges. In using the app, you are accepting responsibility for any such charges, including roaming data charges if you use the app outside of your home territory (e.g., region or country) without turning off data roaming. If you are not the bill

payer for the device on which the app is used, it is assumed that you have received permission from the bill payer to use the app.

Along the same lines, InterMotive, Inc. cannot take responsibility if your device runs out of battery and you cannot turn it on to avail the service.

Although we endeavor to ensure the app is always updated and correct, we do rely on third parties to provide information to us so we can make it available to you. InterMotive, Inc. accepts no liability for any loss, direct or indirect, you may experience as a result of relying wholly on this functionality of the app.

At some point, we may wish to update the app. The requirements for the system (and for any additional systems we decide to extend the availability of the app) may change, and you will need to download the updates to keep using the app. InterMotive, Inc. does not promise to consistently update the app so that it is relevant to you and/or works with the version that you have installed on your device. However, you promise to always accept updates to the application when offered to you. We may also wish to stop providing the app and may terminate use of it at any time without giving notice of termination to you. Unless we tell you otherwise, upon any termination: (a) the rights and licenses granted to you in these terms will end; and (b) you must stop using the app, and (if needed) delete it from your device.

### **Changes to These Terms and Conditions**

We may update our Terms and Conditions from time to time. Please review this page periodically for any changes. We will notify you of any changes by posting the new Terms and Conditions on this page.

These terms and conditions are effective as of 2020-05-21.

### **Contact Us**

If you have any questions or suggestions about our Terms and Conditions, contact us at [products@intermotive.net](mailto:products@intermotive.net).

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