

WEBSITE TERMS AND CONDITIONS

These terms and conditions ("Terms") outline the rules and regulations for the use of the TRAK TECOM Corporation' ("TRAK", "TRAK TECOM", "we", "us", "our") website linking to these Terms ("Website").

Use of the Website

By accessing our website, you acknowledge these Terms in full. Do not continue to use our website if you do not accept all the Terms stated on this page. We may modify the Terms from time to time without notice to you. You should check these Terms periodically for modifications. The provisions contained herein supersede all previous notices or statements regarding our Terms.

These Terms apply to any person, entity or individual ("you") who accesses or uses the Website (in whole or in part). Please note that our online Privacy Policy and our Cookie Notice form part of these Terms. Please read these Terms, including our Privacy Policy and Cookie Notice, carefully before you access any part of our website. Separate terms and conditions may apply to your use of TRAK TECOM services and products.

We provide you with access to and use of the Website subject to your compliance with the Terms. No material from the Website may be copied, reproduced, republished, uploaded, posted, transmitted or distributed in any way, except for as specifically allowed in the Terms.

User age and access. By submitting information through our website, you represent that you are over the age of majority in your jurisdiction.

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We reserve the right to withdraw or amend the Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of any Website is unavailable at any time or for any period. From time to time, we may restrict access to all or some parts of the Website to some or all users.

Intellectual property rights

Our website is owned and operated by us. Our website content is copyrighted and protected by U.S. and worldwide copyright laws and treaty provisions. In addition, our website content is protected by trademark laws, the laws of privacy, and communications regulations and statutes.

Unless otherwise stated, TRAK TECOM and/or its licensors own the intellectual property rights for all material and content on the Website, and your use of our website does not grant you any intellectual property rights in the content posted thereon. All intellectual property rights are reserved.

You must not make any changes to any content which you have downloaded or printed from our website. If you reproduce the downloaded or printed content in any medium you must ensure that you reproduce it accurately and completely and include a statement acknowledging that it is sourced from our website.

All trademarks, service marks, logos and trade names on the Website, registered and unregistered, are proprietary of TRAK TECOM Corporation or its licensors. You may not reproduce, display or otherwise use any such trademarks, service marks, logos or trade names without the prior written consent of TRAK TECOM Corporation.

If you use, download, print or reproduce content from our website in breach of these Terms your right to use our website will immediately end and you must return to us or destroy (at our option) all digital and paper copies of the content that you have made.

International Use; Compliance with Laws

We control and operate the Website from our offices in the United States of America, and all information is processed within the United States. We do not represent that materials on the Website are appropriate or available for use in other locations. People who choose to access the Website from other locations do so on their own initiative, and are responsible for compliance with local laws, if and to the extent local laws are applicable.

You agree to comply with all applicable laws, rules and regulations in connection with your use of the Website. Without limiting the generality of the foregoing, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside.

Consent to Processing

By providing any personal information to the Website, all users, including without limitation users in the European Union, fully understand that such information is collected and processed in the United States.

Any inquiries concerning these Terms should be directed to us at the email address below.

Linking to third party sites

Our website may contain links to other websites from time to time. These links are provided for your convenience. We have no control over, and no responsibility or liability to you for, those other websites or their content.

If you find any link on our website or any linked website objectionable for any reason, you may contact us about this. We will consider requests to remove links but will have no obligation to do so or to respond directly to you.

Hyperlinking to our content

You may link to our home page, to publications or to other information on our Website so long as the link: (a) is legal; (b) is fair; (c) does not damage TRAK TECOM's reputation; (d) is not in any way misleading; (e) does not falsely imply sponsorship, endorsement or approval of the linking site and its products or services; and (f) fits within the context of your site. No link(s) to our website may appear on any page of your website or within any context containing content or materials that may be interpreted as libelous, obscene or criminal, or which infringes, otherwise violates, or advocates the infringement or other violation of, any third-party rights.

If a third-party links to our website, it is not necessarily an indication of endorsement, authorization, sponsorship, affiliation, joint venture or partnership by or with us. In most cases, we are not aware that a third party has linked to our website.

We reserve the right at any time and in our sole discretion to request that you remove all links or any link to our website. You agree to immediately remove all links to our Website upon such request. We also reserve the right to amend these Terms and the above linking policy at any time. By continuing to link to our website, you acknowledge and agree to these linking Terms.

If you link to our Website, you agree to indemnify and defend us against all claims arising out of or based upon your website.

Content liability

Whilst we endeavor to ensure that the information on our website is correct, we do not warrant completeness nor accuracy; nor do we commit to ensuring that our website remains available or that the material on the Website is kept up to date. We shall have no responsibility or liability for any content appearing on website linking to our Website. Nothing on our Website constitutes investment advice.

If you transmit to or post on our website any material, data, information or ideas by any means, it will be treated as non-confidential and non-proprietary and may be disseminated or used by us for any purpose.

We do not warrant or represent that your access to our website will be free from interruptions, errors, computer viruses or other harmful components.

User limitations and prohibited activities

We make no representation that content or materials on the Website are appropriate or available for use in the jurisdiction from which you access them. Access to our content or materials from jurisdictions where such access is illegal is prohibited. If you choose to access our website, you do so on your own initiative and are responsible for compliance with applicable local laws. We are not responsible for any law violations.

You may only use our website for lawful purposes and in compliance with all applicable laws, including (without limitation) data protection and privacy laws, laws relating to copyright of content, laws relating to national security, and laws relating to unsolicited commercial electronic messages. You may not use our website for any purpose that is prohibited by these Terms.

You may not use our Website in any manner that could: (a) damage, disable, overburden, or impair any TRAK server, or the network(s) connected to any TRAK server, (b) interfere with any other party's use and enjoyment of our Website (including, but not limited to, decompiling, disassembling or otherwise reverse engineering or attempting to reconstruct or discover any source code, underlying ideas, algorithms, file formats etc. forming part of the Website) by any means whatsoever, (c) probe, scan or otherwise test the vulnerability of the Website or TRAK systems or network, and/or (d) breach any security or authentication measures.

You may not attempt to gain unauthorized access to our website, other accounts, computer systems or networks connected to any TRAK server or to any of our services, including through any data extraction, mining or scraping. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through our website.

If you breach any term of these Terms your right to use our website will immediately end. In addition, we may take such other actions including, without limitation, legal action as we consider appropriate.

Disclaimer of Warranties

Your use of our website is at your own risk.

YOU UNDERSTAND AND AGREE THAT TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW:

THE WEBSITE, INCLUDING, WITHOUT LIMITATION, ALL CONTENT, FUNCTION, MATERIALS AND SERVICES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY FOR INFORMATION, DATA, DATA PROCESSING SERVICES OR UNINTERRUPTED ACCESS, ANY WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, COMPLETENESS, USEFULNESS, OR CONTENT OF INFORMATION, AND ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT THE WEBSITE OR THE FUNCTION, CONTENT OR SERVICES MADE AVAILABLE THEREBY WILL BE TIMELY, SECURE, UNINTERRUPTED OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED. WE MAKE NO WARRANTY THAT THE WEBSITE WILL MEET USERS' EXPECTATIONS OR REQUIREMENTS. NO ADVICE, RESULTS OR INFORMATION, OR MATERIALS WHETHER ORAL OR WRITTEN, OBTAINED BY YOU THROUGH THE WEBSITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. IF YOU ARE DISSATISFIED WITH THE WEBSITE, YOUR SOLE REMEDY IS TO DISCONTINUE USING THE WEBSITE.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE WEBSITE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

WE DO NOT ENDORSE, WARRANT OR GUARANTEE ANY PRODUCTS OR SERVICES OFFERED OR PROVIDED BY OR ON BEHALF OF THIRD PARTIES ON OR THROUGH THE WEBSITE. WE ARE NOT A PARTY TO, AND DO NOT MONITOR, ANY TRANSACTION BETWEEN USERS AND THIRD PARTIES WITHOUT OUR DIRECT INVOLVEMENT.

LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER WE, NOR OUR AFFILIATES OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, AGENTS, OR CONTENT OR SERVICE PROVIDERS SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING FROM OR DIRECTLY OR INDIRECTLY RELATED TO THE USE/MISUSE OF, OR THE INABILITY TO USE, THE WEBSITE OR THE CONTENT, MATERIALS AND FUNCTION RELATED THERETO, INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, OR ANTICIPATED PROFITS, OR LOST BUSINESS, DATA OR SALES, OR COST OF SUBSTITUTE SERVICES, EVEN IF WE OR OUR REPRESENTATIVE OR SUCH INDIVIDUAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR OTHERWISE) ARISING FROM THE TERMS OR YOUR USE OF THE SITE EXCEED, IN THE AGGREGATE, \$100.00.

Indemnity

You agree to indemnify, defend and hold harmless TRAK TECOM Corporation, its officers, directors, employees, agents, licensors, suppliers and any third-party information providers to us from and against all losses, expenses, damages, and costs, including reasonable attorneys' fees, resulting from any violation of these Terms by you.

No implied waiver

Any failure to exercise or enforce any rights or provisions of these Terms shall not constitute a waiver of such right or provision.

Severability

If any term or provision of these Terms is declared unlawful, void, or unenforceable for any reason by any court or arbitrator in any jurisdiction, then such term or provision will be deemed severable from the remaining terms or provisions in such jurisdiction and will not affect the validity and enforceability of such remaining terms or provisions in these Terms.

Updates to these Terms

These Terms may be updated or amended by us from time to time without notice to you by posting a revised version of the Terms on the Website showing an updated Effective Date. Any changes will be effective prospectively as of the date noted when the updated Terms are posted. It is your responsibility to periodically review these Terms in case of any such updates or amendments.

Law and Jurisdiction

These Terms (and any non-contractual obligations arising out of or in connection with them) are governed by the law of Delaware, excluding its conflict of laws rules, and you expressly agree that the courts of Delaware have exclusive jurisdiction to determine any dispute arising out of or in connection with them (including without limitation in relation to any non-contractual obligations).

Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

General Information

The Terms constitute the entire agreement between you and us and govern your use of the Website, superseding any prior agreements between you and us. You also may be subject to additional terms and conditions that are applicable to certain parts of the Website.

You may not assign the Terms or any of your rights or obligations under the Terms without our express written consent.

These Terms inure to the benefit of our successors, assigns and licensees. The section titles in these Terms are for convenience only and have no legal or contractual effect.

Questions; Contacting Us

If you have any questions about these Terms, our Privacy Policy, Cookie Notice or our services, please contact us at Solutions@trak.com

EFFECTIVE DATE: January 28, 2026