

# INREACH SUBSCRIBER TERMS AND CONDITIONS

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**NOTICE TO USER: USE OF YOUR INREACH PRODUCT CONSTITUTES YOUR AGREEMENT TO THESE TERMS AND CONDITIONS. THIS AGREEMENT IS FULLY ENFORCEABLE LIKE ANY AGREEMENT BEARING A PEN AND INK SIGNATURE. IF YOU DO NOT AGREE, DO NOT USE THE INREACH PRODUCT AND RETURN IT TO THE POINT OF PURCHASE.**

1. You understand and agree that:

**1.1 Agreement.** This document (“Agreement”) between you and InReach LLC sets forth the terms of the service plan(s) to which you subscribed. The term of the Agreement starts when you first activate your INREACH Service.

**1.2 Changes.** The terms of this Agreement and of the Service Plans are subject to change at the discretion of InReach LLC (“INREACH”). INREACH will post notice of any such changes at [explore.delorme.com](http://explore.delorme.com). If INREACH makes changes that are not acceptable to you, you may terminate the Agreement without charge by giving written notice of cancellation within thirty (30) days after the date the unacceptable change was posted. If you do not give written notice within thirty (30) days, you accept the change, effective on the date of its posting.

**1.3 Coverage.** You may use your INREACH Product anywhere there is coverage (subject to any applicable restrictions due to local laws, licensing requirements and regulations).

**1.4 Limitations.** Services may become limited or temporarily unavailable without notice from time to time. INREACH does not own or control the service providers that operate the links between the satellite ground stations, including satellite antennas and supporting equipment, and the satellites, nor does INREACH own or control the Iridium Satellite Constellation, and cannot be responsible for any Service interruptions that are associated with those Satellite Systems or ground stations and the interconnecting networks. Neither does INREACH own or control the cell phone and email service providers who receive the email and SMS messages generated from INREACH Products, and is not responsible for any delays by the email and cell phone providers related to these messages. Satellite service is wireless and requires a clear line of sight toward the satellite; therefore, the Services are inherently subject to transmission and reception limitations caused by: (i) your location, including conditions that obstruct the line of sight between you and the Satellite Systems; (ii) the condition of the Satellite Systems and ground stations; (iii) the condition of your INREACH Product; and (iv) weather conditions, atmospheric conditions, magnetic interference, environmental, and other conditions beyond INREACH’s or the Satellite Systems’ control.

2. **SERVICE.** You must subscribe to one of the Service Plans to utilize your INREACH

Product, including the SOS feature. Collectively, all of the Services presented in this Section 2 are referred to throughout this Agreement as “Services”. **INREACH Service Plans.** The available service plans are set forth at [explore.delorme.com](http://explore.delorme.com) and [inreachdelorme.com](http://inreachdelorme.com). An activation fee will apply upon initial activation of a device on any Annual Service plan or an Annual fee will apply upon activation of a device on any Freedom Service plan.

**2.1.1 SOS Emergency.** Your service plan includes SOS Emergency service. Please see Appendix A for further information.

**2.2 Text Messaging.** Text Messages are up to 160 character custom or predefined quick text messages that can be transmitted to a person or persons designated by you. Designated persons may include your personal contacts, the SOS Monitoring Provider GEOS, and /or social networking sites such as Twitter or Facebook. You are solely responsible for any data or content that you send via Text Messaging, including any consequences of such messaging. Text Messaging is subject to provisions of Section 8.4 Content License from You. Bundled messages must be used by end of each month of service and do not rollover to the next month.

**2.3 Unlimited Tracking Services.** Should you choose to purchase a plan with tracking service, you may use the Service in compliance with the INREACH User Manual and its normal message transmission schedule as often as you wish provided that such use is for your personal, recreational, non-commercial use. Unauthorized commercial use will result in additional charges. Tracking services are not intended for and may not be used for tracking of enterprise assets and/or personnel. Consult the details of your service plan to determine the restrictions regarding tracking service available to your plan.

**2.4 Activate with inReach LLC Only.** You must activate your inReach directly with inReach LLC using the activation portal at <https://explore.delorme.com> and choosing one of the airtime plans.

Activation of inReach devices on non-InReach LLC Iridium accounts could severely impact the functioning of your inReach as well as void any warranties. GEOS SOS services will not be enabled on the inReach and using the SOS function of the device may not initiate a proper response. Injury or death could result from an improperly activated inReach device.

Activation of inReach devices on non-inReach LLC Iridium accounts violates the terms of your agreement with inReach LLC. InReach LLC has not granted any third parties the right to activate inReach devices.

In you have any questions, please contact Customer Care directly at <https://contact.delorme.com> with your IMEI number as well as the name and address of the inReach Airtime Provider.

**3. PLAN.** The various Service Plans are outlined at [explore.delorme.com](http://explore.delorme.com) and [inreachdelorme.com](http://inreachdelorme.com).

**3.1 Term.** The Terms of the plans are twelve (12) months (Annual Contract Service plans) or one (1) month (Freedom Service plans) starting on the date of service activation and the plan chosen.

**3.2 Renewal.** All Service Plans automatically renew at the end of their Term for an additional month to month Term unless you cancel service as provided in Section 3.4.

**3.3 Non-Refundable.** Pre-paid Service Plan fees are non-refundable. Pre-paid Service Plans may not be transferred to a third-party account; however, upon your request, they may be transferred to another INREACH Product within your own account. InReach bills one month in advance so that all services are pre-paid prior to usage.

**3.4 Cancellation.** To cancel Service log into your account at [explore.delorme.com](http://explore.delorme.com) and choose to Cancel Service on your inReach device.

If you are unable to log into your account at [explore.delorme.com](http://explore.delorme.com) you may cancel service by submitting a request at [contact.delorme.com](http://contact.delorme.com). Your request must include the email address the service is activated under, the billing address of the credit card used on the account and the IMEI number of the device. Failure to submit the proper information can delay the implementation of your cancellation request. Effective cancellation date of requests submitted to [contact.delorme.com](http://contact.delorme.com) can be up to two business days after submission.

In the event of your Cancellation of an Annual Service plan, at the option of InReach, your account will either (1) be billed at the time of cancellation for the remaining amounts due on your service plan, or (2) be billed for a one-time downgrade fee, and an amount equal to the fees for the remaining term of the service plan at the lowest then available rate.

**3.5 Changes to Services.** You agree that INREACH or its service providers (including DeLorme, Iridium, and GEOS) may make changes to the Services in order to comply with applicable laws, to maintain or improve the Services or for other business reasons without notice to you and without liability for any changes in your ability to use the Services or the INREACH Products, including compatibility issues with the INREACH Products, as a result of such changes.

**3.6 Termination by INREACH.** You agree that INREACH may terminate this Agreement and the provision of Services to you at any time without notice or liability to you if you are in breach of this Agreement.

**3.7 Additional Charges.** Your cell phone service provider and/or internet provider may charge you or your recipients additional fees in relation to any SMS / MMS messages, social connectivity messages and/or other emails and/or data (collectively "Data Plan Fees") sent by you. Please familiarize yourself with any such applicable plans, Services and associated fees before using your INREACH Product. You are responsible for any such applicable charges and fees.

## **4. PAYMENT.**

**4.1 Timely Payments.** You agree to pay, on time, any applicable activation, for your Service Plan, usage, cancellation, and disconnection fees, plus any applicable taxes, as provided in your Service Plan. Since your Service Plan will renew automatically at the end of each term, INREACH will bill your credit card at the time of renewal, or within thirty (30) days prior to the renewal, of each subsequent service term in accordance with the terms of your Service Plan. This bill is due and payable in the currency specified in your Service Plan. If your plan specifies

monthly billing, then the monthly recurring charges are billed monthly in advance.

**4.2 Late Payments.** You agree to pay a late charge of the lesser of (i) 1.5% per month or (ii) the maximum legal rate if your bill is not paid within ten (10) days after the due date. This late charge is applicable to the unpaid balance as of the due date and will be billed on subsequent invoices and statements. INREACH may suspend the Services in the event of late payment. If it does so, INREACH may charge a reactivation fee (currently \$50.00 US) for each suspended Service Plan.

**4.3 Event of Credit Card failure.** You will be notified by INREACH the first time your credit card fails by an email message to your last email address known to INREACH. Your second notice will be sent 7 days later followed by a final notice 14 days after your first notice if the credit card continues to fail. If INREACH does not hear from you that you have rectified the problem credit card any devices associated with the credit card will be deactivated within 30 days from the first notice.

Cancellation of a Service Plans due to a Credit Card failure will not relieve you of any otherwise applicable fees that may be due and will result in late payment fees and a reactivation fee.

**4.4 Promotions.** If you use a promotion code for your purchase, you certify that you qualify for the applicable promotion. You agree to the terms of the promotion, including any time limitations, and you agree to provide your credit card information for any additional services and to extend the Services beyond the promotional period.

**4.5 Data Transmission/No Credits.** INREACH will exercise a commercially reasonable level of care but makes no representation as to the success of any data transmission. Regardless of whether a data transmission is successful, no refunds will be given. In addition to limitations resulting from incorrect use (e.g., next to or under an obstruction), satellite communications systems have inherent characteristics that can create dropped data transmissions. Dropped data transmissions, regardless of type, will not be credited regardless of cause. Nor shall INREACH be liable for any damages that may result from such dropped data transmission.

**4.6 Taxes.** Your Service Plan price for the Services may not include all sales, usage, excise, ad valorem, goods and services, harmonized sales, property or any other taxes now or hereafter imposed, directly or indirectly, by any governmental authority or agency with respect to the Service. You are required to pay taxes required by law not already collected for you by inReach LLC.

**4.7 Credit Approval /Credit Card Trial Authorization.** Initiation or continuation of the Services is subject to credit approval by INREACH and requires direct payment by credit card or an authorized guarantee of payment by a valid accepted credit card. Credit cards from outside of the United States and/or Canada will be accepted only after verification with the issuing bank. If you are a customer whose billing address is located outside of the United States or Canada or a customer without established credit, INREACH may not allow you to participate in a Service Plan with monthly pre-payment. Instead, INREACH may require that you prepay the first full year. Verification of credit cards issued by banks outside of the United States or Canada may

delay order processing. INREACH may decline any credit card transaction. INREACH may seek authorization of your credit card account prior to your first activation/purchase to validate that you can charge the applicable fees to access the Services. By authorizing INREACH to charge a credit card trial authorization for the fees associated with your subscription, you are authorizing INREACH to automatically continue charging that card (or any replacement card if the original card is renewed, lost, stolen, or changed for any reason by the card issuer, and the issuer informs INREACH of the new replacement card account) for all fees or charges associated with your subscription including any renewal fees as described below. You authorize the card issuer to pay any amounts described herein and authorize INREACH, or any other company that acts as a billing agent for INREACH, to continue to attempt to charge all sums described herein to your credit card account until such amounts are paid in full. This authorization amount is typically \$1.00. It is not a charge but may appear to reduce your available balance by the authorization amount until your card's next billing cycle. Please contact your card issuer if you have additional questions regarding when this amount will be removed from your statement.

**4.8 Credit Card Authorization.** BY AUTHORIZING INREACH TO DEBIT YOUR CREDIT CARD, YOU REPRESENT THAT YOU ARE THE AUTHORIZED OWNER OR USER OF YOUR CREDIT CARD AND THAT YOU ARE A RESPONSIBLE PARTY FOR THAT CARD. YOU GRANT INREACH ACCESS TO AND THE RIGHT TO REVIEW THE INFORMATION IN, AND YOUR REFERENCES SUBMITTED WITH, THE SERVICE PLAN, OBTAIN YOUR CREDIT REPORTS AND CREDIT HISTORY, AND/OR ALL OTHER RELEVANT INFORMATION AND MATERIALS THAT INREACH REASONABLY BELIEVES IS DESIRABLE FOR THE PURPOSE OF IDENTIFYING YOUR FINANCIAL STATUS AND CREDITWORTHINESS. FURTHER, YOU AUTHORIZE INREACH TO DEBIT YOUR CREDIT CARD IN ORDER TO RENEW YOUR SERVICE PRIOR TO THE START OF EVERY SERVICE TERM, UP UNTIL SUCH TIME THAT YOU CANCEL THE SERVICE IN ACCORDANCE WITH SECTION 3.3.

**4.9 Cost of Collection.** You agree to pay INREACH all of INREACH's collection costs, including without limitation the standard fees of any collection agency, reasonable attorney and legal fees, and any other costs incurred by INREACH in exercising any of its rights under this Agreement.

## **5. DISCLAIMER OF WARRANTIES.**

**5.1 Disclaimer of Warranty for the Services and Software.** YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE SERVICE AND ANY ASSOCIATED SOFTWARE IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE AND ANY ASSOCIATED SOFTWARE ARE PROVIDED 'AS IS' AND "AS AVAILABLE" AND ALL OTHER WARRANTIES, REPRESENTATIONS, AND CONDITIONS (EXPRESS OR IMPLIED) INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SERVICE AND/OR ANY ASSOCIATED SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION WILL BE WITHOUT INTERRUPTION OR ERROR-FREE, OF SATISFACTORY QUALITY, OF QUIET ENJOYMENT, THAT ANY DEFECTS IN THE SOFTWARE WILL BE CORRECTED, OF NON- INFRINGEMENT OF THIRD-PARTY RIGHTS OR ANY OTHER EXPRESS OR IMPLIED WARRANTY ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE, ARE HEREBY

EXPRESSLY EXCLUDED FROM THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. INREACH GIVES NO WARRANTY IN RELATION TO THE AVAILABILITY, SUITABILITY OR ACCURACY OF THE SERVICE, ANY ASSOCIATED SOFTWARE, OR IN RELATION TO AVAILABILITY, SUITABILITY OR MAINTENANCE OF THE SATELLITE SYSTEMS USED BY THE INREACH PRODUCT TO TRANSMIT DATA TRANSMISSIONS, INCLUDING SOS EMERGENCY SIGNALS.

INREACH MAKES NO WARRANTIES RESPECTING ANY HARM THAT MAY BE CAUSED BY TRANSMISSION OF A COMPUTER VIRUS, HACKING BY A THIRD PARTY, WORM, TIME BOMB, LOGIC BOMB, OR OTHER SUCH COMPUTER PROGRAM. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ANY DISTRIBUTOR, RESELLER OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PRODUCT, OTHER DEVICE, OR LOSS OF DATA THAT RESULTS FROM SUCH USE. THE APPLICATION IS NOT INTENDED FOR USE IN THE OPERATION OF NUCLEAR FACILITIES, LIFE SUPPORT SYSTEMS, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL SYSTEMS, OR ANY OTHER ACTIVITIES IN WHICH THE FAILURE OF THE APPLICATION COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE. INREACH GIVES NO WARRANTY IN RELATION TO THE AVAILABILITY, SUITABILITY OR MAINTENANCE OF THE SATELLITE SYSTEMS USED BY THE INREACH PRODUCT TO TRANSMIT DATA TRANSMISSIONS, INCLUDING SOS EMERGENCY SIGNALS.

## **6. LIMITATION OF LIABILITY.**

**6.1** TO THE FULLEST EXTENT PERMITTED BY LAW, INREACH AND ITS SERVICE PROVIDERS, AND THEIR RESPECTIVE EMPLOYEES, DIRECTORS, OFFICERS, AGENTS AND SUPPLIERS HEREBY EXPRESSLY EXCLUDE LIABILITY FOR ANY DAMAGES OR CLAIMS, INCLUDING INJURY OR DEATH, AND ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, RELIANCE, EXEMPLARY OR PUNITIVE LOSS, DAMAGE, COSTS OR EXPENSES (INCLUDING LOSS OF INCOME, MEDICAL AND OTHER EXPENSES, LOSS OF GUIDANCE, CARE AND COMPANIONSHIP) WHICH MAY ARISE OUT OF OR IN CONNECTION WITH THE PROVISION OF THE SERVICES (INCLUDING ANY DELAY IN PROVIDING OR FAILURE TO PROVIDE THE SERVICE) OR ITS USE BY YOU OR BY ANOTHER PERSON WHETHER OR NOT AUTHORIZED BY YOU TO UTILIZE THE SERVICE. INREACH AND ITS SERVICE PROVIDERS, AND THEIR RESPECTIVE EMPLOYEES, DIRECTORS, OFFICERS, AGENTS AND SUPPLIERS EXCLUDE ALL LIABILITY, WHETHER RESULTING FROM CONTRACT, TORT (INCLUDING LIABILITY FOR NEGLIGENCE OR BREACH OF STATUTORY DUTY) OR OTHERWISE IN RESPECT OF ANY LOSS, DAMAGE, COSTS, EXPENSES OR OTHER CLAIMS RESULTING FROM THE ACTS OR OMISSIONS OF SUCH PARTIES, FOR ANY FAULTS, FAILURES OR INADEQUACIES OF THE SATELLITE SYSTEMS, THIS SERVICE OR THE SOS EMERGENCY MONITORING AND RESPONSE PROVIDED BY GEOS, INCLUDING ANY FAILURE OR DELAY IN THE PROVISION OF SERVICES CAUSED BY:

**6.1.1** MATTERS OUTSIDE OF INREACH'S OR ITS SERVICE PROVIDERS', REASONABLE CONTROL, WHICH SHALL INCLUDE, BUT ARE NOT LIMITED TO, OUTBREAK OF HOSTILITIES, RIOT, CIVIL DISTURBANCE, ACTS OF TERRORISM, FIRE, EXPLOSION, FLOOD, SNOW, FOG OR OTHER INCLEMENT WEATHER CONDITIONS, FAILURE OF TELECOMMUNICATIONS OR SATELLITE SYSTEMS, ELECTRICAL POWER FAILURES OR FLUCTUATIONS, SURGES IN THE ELECTRICAL MAINS OR CURRENTS, DAMAGE CAUSED BY ELECTROMAGNETIC INTERFERENCE, THEFT, MALICIOUS

DAMAGE, STRIKE, LOCK OUT OR INDUSTRIAL ACTION OF ANY KIND; OR

**6.1.2** FAILURE, DELAY OR INACCURACY OF THE GPS SATELLITES IN PROVIDING LOCATION COORDINATES; OR

**6.1.3** FAILURE, DELAY OR INACCURACY OF THE INREACH PRODUCT TO PROCESS AND/OR TRANSMIT DATA TRANSMISSIONS, INCLUDING SOS EMERGENCY SIGNAL(S), AND/OR LOCATION COORDINATES, TO THE IRIDIUM SATELLITE SYSTEM; OR

**6.1.4** FAILURE OF OR DELAY IN THE IRIDIUM SATELLITE SYSTEM AND/OR GROUND STATIONS TO PROCESS DATA TRANSMISSIONS, INCLUDING BUT NOT LIMITED TO SOS EMERGENCY SIGNAL(S), LOCATION COORDINATES, PREPROGRAMMED MESSAGES AND DISPLAY, AND TRANSMIT TO THE IDENTIFIED POINTS OF CONTACT AND/OR IERCC AS APPROPRIATE; OR

**6.1.5** FAILURE OF OR DELAY IN YOUR EMAIL OR CELLPHONE PROVIDER TO TRANSMIT THE MESSAGE TO YOU, OR FAILURE OF OR DELAY IN THE IERCC RESPONDING TO SOS EMERGENCY SIGNAL(S); OR

**6.1.6** FAILURE OF OR DELAY IN THE DELORME PN-60W PRODUCT OR INREACH SMARTPHONE APPLICATION TO TRANSMIT ANY INREACH MESSAGE(S) TO THE INREACH; OR

**6.1.7** FAILURE OF OR DELAY ON BEHALF OF THE INREACH SERVICE PROVIDERS, TO PERFORM THE APPLICABLE SERVICE FOR WHICH EACH IS CONTRACTED; OR

**6.1.8** FAILURE TO OBTAIN A CLEAR LINE OF SIGHT TOWARD THE SATELLITE SYSTEMS; OR

**6.1.9** FAILURE TO PROPERLY INSTALL OR CONFIGURE THE INREACH PRODUCTS; OR

**6.1.10** FAILURE OF INREACH AND ITS SERVICE PROVIDERS TO PROVIDE THE SERVICE(S), INCLUDING SOS EMERGENCY SERVICES, DUE TO THE SERVICE(S) HAVING BEEN CANCELLED PURSUANT TO SECTIONS 3.3 OR 3.5; OR

**6.1.11** NON-COMPATIBILITY OF INREACH PRODUCTS WITH SMARTPHONE OPERATING SYSTEMS AND THIRD- PARTY SOFTWARE; OR

**6.1.12** FAILURE OR INADEQUACY OF POWER SUPPLY FOR INREACH PRODUCTS AND/OR ASSOCIATED PRODUCTS (INCLUDING DELORME PN-60W AND SMARTPHONES).

**6.2** IN NO EVENT SHALL THE TOTAL, MAXIMUM, AGGREGATE LIABILITY OF INREACH AND ITS SERVICE PROVIDERS, AND THEIR RESPECTIVE EMPLOYEES, DIRECTORS, OFFICERS, AGENTS AND SUPPLIERS, FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEED THE AMOUNT OF THE SERVICE FEE PAID BY YOU.

**6.3** THE LIMITATIONS IN THIS SECTION 6 SHALL APPLY TO ALL CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES HOWSOEVER CAUSED AND WHETHER FOR BREACH OF CONTRACT, IN TORT, BY WAY OF NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, EVEN IF ADVISED OF THE

POSSIBILITY OF SUCH DAMAGES AND EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE.

**6.4 Legal Notices and End User License Agreement.** If you use a DeLorme PN-60w or INREACH Smartphone Application with INREACH Product, then your INREACH Product is also subject to the Legal Notices and End User License Agreement which can be found at [explore.delorme.com](http://explore.delorme.com).

## **7. YOUR OBLIGATIONS.**

**7.1 Personal Use.** The Service provided under this plan is for personal, recreational, NON-COMMERCIAL use only. You may not sell, rent, lease or otherwise charge for the INREACH Product and/or Services or any information or services associated with or derived from INREACH Product or Services. This device and its associated communication and SOS services are not authorized to be used in a commercial or business environment under the term of this license or service plans.

**7.2 Misuse.** You agree that you will not use the Services or the INREACH Product (1) to abuse or misuse the SOS Emergency services, (2) to utilize your INREACH Product for the commercial tracking of assets and/or personnel (3) to send messages that are offensive, defamatory, abusive or obscene or intended to harass (4) for any purpose in violation of law, (5) in any manner that infringes or misappropriates third party rights, or (6) in any manner which overloads or unreasonably interferes with the Services or the Satellite Systems. You agree to use the Services only with the INREACH Product and not to use any other equipment in connection with the Services unless expressly approved by INREACH. Failure to adhere to these restrictions may result in termination of this Agreement by INREACH. You agree that you will not attempt to unlock or modify, or reverse engineer your INREACH Product in order to modify it or render it capable of performing functions outside the approved Iridium network described in this Agreement, for the purpose of re- selling the INREACH Product to a third party, or for any purpose otherwise not permitted by this agreement.

**7.3 Authorized Users.** You are solely responsible, and assume any liability, for any user authorized by you to utilize the INREACH Product and/or the Services. In addition, you agree to pass usage instructions and Service Plan terms and conditions to all of your authorized users. Some optional services such as the GEOS SAR benefit are only available to the primary, registered user. You must carefully read the applicable terms for any such optional/bundled service to see if restrictions apply.

## **8. INREACH User Account, Websites.**

**8.1 INREACH Websites.** Your use of the INREACH websites is governed by the terms and conditions of use contained on each such website

**8.2 Complete and Accurate Information.** You acknowledge and accept that the information required in your INREACH user account, including your Registration Data, contact information, designated contacts, social connectivity settings, supported service options and



pre-programmed messages, is essential for proper provision of the Services. You accordingly certify that the information supplied by you is accurate in all respects. It is your responsibility to ensure that the information supplied by you remains accurate, complete and up to date. Changing your address from one country to another country (for example from the US to Canada) may require service level changes and might incur additional charges on your account. When composing INREACH messages, you acknowledge and agree that it is your sole responsibility to ensure that you select the intended designated contact from your available contacts and are satisfied with the content of your INREACH message prior to sending it. Please contact customer care for assistance.

**8.3 Synchronization of Data.** If you use a DeLorme PN-60w or INREACH Smartphone Application with INREACH, you acknowledge that it is your sole responsibility to ensure that you have followed the synchronization process outlined in your User Manual to export any updates and/or changes to your Registration Data, contact information, designated contacts, social connectivity settings, supported service options and pre-programmed messages from your INREACH account to your DeLorme PN-60w or INREACH Smartphone Application.

**8.4 Content License from You.** You agree that you are solely responsible for (and that INREACH has no responsibility to you or to any third party for) any Content that you create, transmit or display while using the Services and any associated software and for the consequences of your actions by doing so. You acknowledge that the INREACH messages may include your location information. You retain copyright and any other rights you already hold in Content which you submit, post or display on or through, the Software and/or the Services. You acknowledge and agree that by submitting, posting or displaying the content you give INREACH a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to reproduce, adapt, modify, translate, publish, publicly perform, publicly display and distribute any Content which you submit, post or display on or through, the Services and any associated software. Furthermore, you agree that this license includes a right for INREACH to make such Content available to other companies, organizations or individuals as required for the provision of the Services. In order to provide the Services, INREACH may be required to transmit or distribute your content over various public networks and in various media. INREACH may also be required to make changes to your Content if so required by the technical requirements of connecting networks, devices, services or media.

**8.5 Third-Party Licenses and Content.** If, as part of your use of the Services and any associated software you download a piece of software, access software online, or purchase goods, which are provided by a third party then your use of these other services, software or goods may be subject to separate terms between you and the third-party provider. This third-party content may be protected by intellectual property rights which are owned by the third party. Any reference or links to any third-party content does not necessarily constitute or imply its endorsement, sponsorship or recommendation by INREACH or its licensors. Third-party product and service information are the sole responsibility of each individual third-party vendor. In addition, it is possible that you may find some third-party content offensive, indecent or objectionable, and that, in this respect, you use the Services at your own risk. Any opinions, advice, statements, services, offers, or other information or content expressed

or made available by third parties are those of the respective authors and not of INREACH. INREACH neither endorses nor is responsible for the accuracy or reliability of any opinion, advice, information or statement by anyone other than authorized INREACH employees acting in their official capacities. You understand and acknowledge that INREACH is not responsible for and does not monitor third party content for accuracy or reliability.

**8.6 Privacy, Data Protection.** INREACH is committed to maintaining your privacy. In order to access the Services, you will be required to provide information about yourself (such as identification or contact details). You agree that any registration information you give to INREACH will always be accurate, correct and up to date. You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with any account you use to access the Software and the Services. Accordingly, you agree that you will be solely responsible for all activities that occur under your account. If you become aware of any unauthorized use of your password or of your account, you agree to immediately notify INREACH. INREACH will keep your personal data private and confidential, provided however that INREACH will provide such information to GEOS, the IERCC provider, and that GEOS may provide such information as required to emergency responders in the event that you or your authorized user triggers a SOS Emergency Signal, including your name, registration information, location and message history. INREACH may also provide information regarding your data transmissions to your immediate family members and/or emergency responders should it be reasonably determined that an emergency may exist. INREACH may also share with third parties certain pieces of non- personal, aggregated information, meaning that information from many users is grouped together and is disclosed in such a way that it does not reveal the identity of any particular user, such as INREACH User demographic data or INREACH usage data for marketing, advertising or other business purposes. INREACH may collect information about your transmissions, including location, to monitor service quality; however, INREACH will not monitor the content of your Type & Send, pre-programmed SMS and/or email messages to your Contacts. INREACH may provide your billing information to its parent company and subsidiaries if required for provision of the Services, or to a credit bureau in order to determine your credit-worthiness, or to a collection agency should your account become past due, or to GEOS, the SOS Emergency service Provider, in the event that you deliberately or negligently misuse the SOS Emergency service. With the exception of information provided to GEOS, aggregated information, and/or billing information, INREACH will not sell or otherwise pass your personal information to third parties, except if required by law or pertinent to judicial or governmental investigations or proceedings or if INREACH considers it necessary to do so to prevent risk of death or serious personal injury to you or others. There are no other circumstances under which INREACH will provide or sell personal information to third parties. You consent to the foregoing collection, use and disclosure of your personal information and to INREACH's collection, use and disclosure of your personal information as set out in this section. INREACH may also have separate privacy policies regarding the handling of your data for, INREACH's bundled services as stated in the applicable terms and conditions regarding each such INREACH bundled service.

## **9. GENERAL**

**9.1 Commercial Items/US Government Restricted Rights.** The INREACH Product, any associated software and/or documentation have been developed entirely with private funds. The use of the INREACH Product and any associated software and related documentation by any entity of the United States Government is restricted by the terms of this Agreement. The INREACH Product, any associated software and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as specified under 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users only as Commercial Items and with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States.

**9.2 Export Restrictions.** The INREACH Product and any associated software may be subject to export controls or restrictions by the United States or other countries or territories. You agree to comply with all applicable U.S. and international export laws and regulations, including the restrictions on destinations, end users, and end use. You agree not to export or re-export the INREACH Product and any associated software to any country in violation of the export control laws of the United States of America. The INREACH Product and any associated software may not be exported or re-exported into any U.S. embargoed countries or to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the INREACH Product, the Services and any associated software, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use these products for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear, missiles, or chemical or biological weapons.

**9.3 Indemnity.** To the maximum extent permitted by law, you agree to indemnify, defend and hold harmless INREACH and its affiliates, licensors and suppliers their respective directors, officers, employees and agents from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorney's fees) arising out of or in connection with your use of the INREACH Product, the Services and any associated software.

**9.4 Governing Law.** This Agreement is governed by the laws of the State of Maine without giving effect to conflicts of laws principles.

**9.5 Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. Any headings are provided for convenience only.

**9.6 No Waiver, Survival.** The failure of INREACH to exercise or enforce any right under this Agreement shall not constitute a waiver of such right. All rights and remedies granted to INREACH are cumulative and not alternate. If any provision of this Agreement is found invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining terms and

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**9.7 Assignment.** You may not assign this Agreement or any of your rights or obligations hereunder, but INREACH may assign this Agreement and any of its rights and obligations hereunder. This Agreement inures to the benefit of and is binding on the parties' respective successors and permitted assigns.

### **Service Agreement and End User License Agreement**

Service provided by InReach LLC or Roadpost, Inc. dba InReach Canada may become limited or temporarily unavailable without notice from time to time due to any number of reasons associated with managing a Satellite System. Further, this satellite-based service requires a clear line of sight between the INREACH Product and the satellite; therefore, the service is inherently subject to transmission and reception limitations. Further information regarding service coverage and potential interruptions can be found in the Terms of Service (as defined below) available at [explore.delorme.com](http://explore.delorme.com).

To the fullest extent permitted by law, your use of this product constitutes acceptance of the fact that InReach LLC and its Service Providers and affiliates, and their affiliates, respective employees, directors, officers, agents and suppliers, hereby expressly limit liability for any claims, damages, losses, costs and expenses incurred by you, however caused and even if such damages were reasonably foreseeable, to a total, maximum aggregate value not to exceed the amount of service fees paid by you. Further information concerning the limitations of liability for use of this product and service can be found in the Terms of Service available at [explore.delorme.com](http://explore.delorme.com).

## **1) NOTICE TO USER / ACCEPTANCE OF TERMS.**

PLEASE READ THESE LEGAL NOTICES CAREFULLY. BY USING YOUR INREACH PRODUCT FOR INREACH AND/OR THE SERVICE, YOU ACCEPT ALL TERMS AND CONDITIONS CONTAINED IN THESE DOCUMENTS, INCLUDING THOSE LEGAL AGREEMENTS AND TERMS AND CONDITIONS WHICH HAVE BEEN INCORPORATED BY REFERENCE. THIS INCLUDES, BUT IS NOT LIMITED TO, THE INREACH PRODUCT LIMITED WARRANTY, THE TERMS OF SERVICE AND THE END USER LICENSE AGREEMENT (EULA) AND ANY AND ALL LIMITATIONS OF LIABILITY AND/OR DISCLAIMERS OF WARRANTY CONTAINED THEREIN. YOU UNDERSTAND AND AGREE THAT YOU MUST BE AT LEAST EIGHTEEN (18) YEARS OF AGE TO SUBSCRIBE TO THE SERVICE. YOU UNDERSTAND AND AGREE THAT THESE LEGAL NOTICES ARE ENFORCEABLE LIKE ANY WRITTEN AGREEMENT SIGNED BY YOU. IF YOU DO NOT AGREE, DO NOT USE THE INREACH PRODUCT AND PROMPTLY RETURN IT TO THE PLACE WHERE YOU OBTAINED IT.

## **2) USE OF YOUR INREACH PRODUCT.**

**2.1 Familiarization with your INREACH Product.** You understand and agree that it is your

responsibility to familiarize yourself with the operation of your INREACH Product, INREACH Smartphone Applications, and DeLorme GPS device (PN-60w or subsequent model), including reading your User Manual, available at [manuals.delorme.com](http://manuals.delorme.com). You agree that you will use the INREACH Product only in accordance with those instructions. It is also highly recommended that you review the Help available at [explore.delorme.com](http://explore.delorme.com) and practice properly using your INREACH Product by sending test messages and fixing your GPS coordinates as described.

**2.2 Coverage.** You may use your INREACH Product, INREACH Smartphone Applications, and DeLorme GPS device anywhere there is coverage (subject to the applicable restrictions due to local laws, licensing/certification requirements and regulations. For a complete list of the certifications applicable to your INREACH Product and/or the DeLorme GPS Device, please see the device User Manual at [manuals.delorme.com](http://manuals.delorme.com).

**2.3 Important Tips.** Your INREACH Product needs a clear view of the sky to obtain a GPS signal and provide the most accurate location information. It is not reliable indoors or in a cave. Orienting your INREACH Product so that the protruding antenna is oriented to the sky will improve performance, and you should keep your INREACH Product at least 12 inches away from other GPS devices and mobile phones. Please read your Quick Start Guide or User Manual and follow the instructions to pair your DeLorme GPS device or INREACH Smartphone Application with your INREACH Product.

**2.4 Message Schedule.** Redundancy is built into your INREACH Product to ensure more of your messages are transmitted. It is normal for some INREACH messages to be blocked by everyday conditions; the view of the sky is often blocked due to hills, buildings, or other obstructions. This is why InReach automatically retries messages until it receives a satellite acknowledgement. Placement of your INREACH unit can make a difference. Experiment with placement until you are familiar with the reliability of your operating environment.

**2.5 Synchronization of Data.** You acknowledge that it is your sole responsibility to ensure that you have followed the synchronization process outlined on [explore.delorme.com](http://explore.delorme.com) to export any updates and/or changes to your INREACH Registration Data, contact information, designated contacts, social connectivity settings, supported INREACH Service options and pre-programmed messages from your INREACH account to your DeLorme PN-60w or INREACH Smartphone Application.

**2.6 Support and Customer Service.** More information about your INREACH Product and the associated Service is available at [explore.delorme.com](http://explore.delorme.com) or by contacting INREACH Customer Service:

Canada:

Online: [inreachcanada.com](http://inreachcanada.com). Customer service: email [inreachcare@roadpost.com](mailto:inreachcare@roadpost.com). Tech support: email [inreachtch@roadpost.com](mailto:inreachtch@roadpost.com). Phone: 1-800-337-3155, M-F 9:00 a.m.-6:00 p.m. Eastern Time.

US and International:

Online: [support.delorme.com](http://support.delorme.com). Tech support: [contact.delorme.com](http://contact.delorme.com) or phone (+1) 207-

846-8900. Sales and customer service: [contact.delorme.com](http://contact.delorme.com) or 800-511- 2459 (US only) or (+1) 207-847-1165. Representatives are available Monday - Friday 9:00 a.m.-8:00 p.m. Eastern Time (U.S.).

Please contact DeLorme Technical Support for questions regarding the operation of your DeLorme PN-60w or INREACH Smartphone Application.

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### **3) HARDWARE LIMITED WARRANTY**

**3.1** INREACH warrants that your INREACH Product will be free from defects in materials and workmanship for one year from the date of purchase. If your INREACH Product fails in normal use, INREACH will, during the first (90) ninety-days after purchase, at its sole option, either repair or replace the unit. INREACH reserves the right to either repair or replace the unit with a new or refurbished unit at its sole discretion. Such repairs or replacements will be made at no charge for labor or materials; however, the customer will be responsible for any shipping charges incurred to send the device to INREACH. After the first ninety (90) days, INREACH will repair your unit, but will not replace it. The repaired or replaced product will be warranted for ninety (90) days from the date of return shipment, or for the balance of the original warranty, whichever is longer. This warranty does not cover failures due to abuse, misuse, accidents, or unauthorized disassembly or modification. Any repairs not performed by INREACH will void this warranty.

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**3.2** Repairs or replacements under warranty will be made at no charge for labor and materials; however, the customer will be responsible for shipping charges. The repaired or replaced

product will be warranted for the balance of the original warranty. The warranty does not cover failures due to abuse, misuse, accidents, or unauthorized disassembly or modification or any damage sustained during shipment of the product. Any repairs not performed by InReach LLC will void this warranty.

**3.3** EXCEPT AS PROVIDED ABOVE, THE PRODUCT IS SOLD “AS IS” WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES FOR THE PRODUCT WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES REGARDING THE CONDITION, DESIGN, SPECIFICATIONS, WORKMANSHIP, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PRODUCT, OR ANY WARRANTIES THAT THE PRODUCT IS FREE FROM LATENT DEFECTS OR DEFICIENCIES, OR THAT THE PRODUCT IS FREE FROM INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT OR PROPRIETARY RIGHT OF ANY THIRD PARTY AND SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.

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PLEASE READ THIS END USER LICENSE AGREEMENT ("EULA") CAREFULLY. THIS EULA IS A LEGAL AGREEMENT BETWEEN YOU AND INREACH LLC. YOU UNDERSTAND AND AGREE THAT YOU MUST BE AT LEAST EIGHTEEN (18) YEARS OF AGE AND THAT THIS EULA IS ENFORCEABLE LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU. THIS EULA, AND AS MAY BE AMENDED, APPLIES TO THE USE OF ANY SOFTWARE, WHETHER PRE- INSTALLED ON THE DELORME PN-60W, A SMARTPHONE AND/OR THE INREACH PRODUCT AND/OR DOWNLOADED TO YOUR COMPUTER, THAT MAY BE REQUIRED FOR THE USE OF THE INREACH PRODUCT AND SERVICE ("SOFTWARE"). BY USING YOUR INREACH PRODUCT FOR DELORME AND/OR THE SERVICE, YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS EULA OR ANY APPLICABLE AMENDMENTS. USE OF THE INREACH PRODUCT, USE OF THE SERVICE AND/OR PRESSING THE "I AGREE" BUTTON FOR A DOWNLOAD OF ANY UPDATES, UPGRADES OR SUPPLEMENTS IS CONSIDERED USE OF THE SOFTWARE. IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA, DO NOT USE THE SOFTWARE AND PROMPTLY RETURN THE UNUSED SOFTWARE, AS WELL AS THE HARDWARE TO THE PLACE WHERE YOU OBTAINED THEM.

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**6.10 Disclaimer of Warranty.** YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE SOFTWARE AND SERVICE IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE IS PROVIDED "AS IS" AND "AS AVAILABLE" AND ALL OTHER WARRANTIES, REPRESENTATIONS, AND CONDITIONS (EXPRESS OR IMPLIED) INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SOFTWARE AND/OR SERVICES WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION WILL BE WITHOUT INTERRUPTION OR ERROR-FREE, OF SATISFACTORY QUALITY, OF QUIET ENJOYMENT, THAT ANY DEFECTS IN THE SOFTWARE WILL BE CORRECTED, OF NON-INFRINGEMENT OF THIRD- PARTY RIGHTS OR ANY OTHER EXPRESS OR IMPLIED WARRANTY ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE, ARE HEREBY EXPRESSLY EXCLUDED FROM THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. INREACH GIVES NO WARRANTY IN RELATION TO THE AVAILABILITY, SUITABILITY OR ACCURACY OF THE SOFTWARE, THE SERVICE OR IN RELATION TO AVAILABILITY, SUITABILITY OR MAINTENANCE OF THE SATELLITE SYSTEMS USED BY THE INREACH PRODUCT TO TRANSMIT DATA TRANSMISSIONS, INCLUDING SOS EMERGENCY SIGNALS. InReach LLC MAKES NO WARRANTIES RESPECTING ANY HARM THAT MAY BE CAUSED BY TRANSMISSION OF A COMPUTER VIRUS, HACKING BY A THIRD PARTY, WORM, TIME BOMB, LOGIC BOMB, OR OTHER SUCH COMPUTER PROGRAM. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ANY DISTRIBUTOR, RESELLER OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR INREACH PRODUCT, DELORME GPS DEVICE, SMARTPHONE, OR OTHER DEVICE, OR LOSS OF DATA THAT RESULTS FROM SUCH USE. THE APPLICATION IS NOT INTENDED FOR USE IN THE OPERATION OF NUCLEAR FACILITIES, LIFE SUPPORT SYSTEMS, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL SYSTEMS, OR ANY OTHER ACTIVITIES IN WHICH THE FAILURE OF THE APPLICATION COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.

**6.11 Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, INREACH AND ITS SERVICE PROVIDERS AND AFFILIATES, AND THEIR AFFILIATES, RESPECTIVE EMPLOYEES, DIRECTORS, OFFICERS, AGENTS AND SUPPLIERS HEREBY EXPRESSLY EXCLUDE LIABILITY FOR ANY DAMAGES OR CLAIMS, INCLUDING INJURY OR DEATH, AND ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, RELIANCE, EXEMPLARY OR PUNITIVE LOSS, DAMAGE, COSTS OR EXPENSES (INCLUDING LOSS OF INCOME, MEDICAL AND OTHER EXPENSES, LOSS OF GUIDANCE, CARE AND COMPANIONSHIP) WHICH MAY ARISE OUT OF OR IN CONNECTION WITH THE PROVISION OF THE SOFTWARE AND/OR SERVICE (INCLUDING ANY DELAY IN PROVIDING OR

FAILURE TO PROVIDE THE SERVICE) OR ITS USE BY YOU OR BY ANOTHER PERSON WHETHER OR NOT AUTHORIZED BY YOU TO UTILIZE THE SOFTWARE AND/OR SERVICE. INREACH AND ITS AFFILIATES AND/OR SERVICE PROVIDERS, INCLUDING DELORME, GEOS, IRIDIUM COMMUNICATIONS, ROADPOST LCC AND THEIR AFFILIATES, AND THEIR RESPECTIVE EMPLOYEES, DIRECTORS, OFFICERS, AGENTS AND SUPPLIERS EXCLUDE ALL LIABILITY, WHETHER RESULTING FROM CONTRACT, TORT (INCLUDING LIABILITY FOR NEGLIGENCE OR BREACH OF STATUTORY DUTY) OR OTHERWISE IN RESPECT OF ANY LOSS, DAMAGE, COSTS, EXPENSES OR OTHER CLAIMS RESULTING FROM THE ACTS OR OMISSIONS OF SUCH PARTIES, FOR ANY FAULTS, FAILURES OR INADEQUACIES OF THE SATELLITE SYSTEM, THE SOFTWARE, THE SERVICE AND/OR THE SOS EMERGENCY MONITORING AND RESPONSE. THIS LIMITATION INCLUDES ANY FAILURE OR DELAY IN THE PROVISION OF SERVICES AS SPECIFIED IN THE INREACH TERMS OF SERVICE.

**6.12 Changes to the EULA.** InReach LLC reserves the right to change the terms and conditions of this EULA at any time. You can find the most current EULA at [explore.delorme.com](http://explore.delorme.com). You understand and agree that if you use the services after the date on which the terms or additional terms have changed, InReach LLC will treat your use as acceptance of the updated terms or additional terms.

**6.13 Governing Law.** This EULA will be governed and construed in all respects by the laws of the State of Maine without regard to its conflict of laws and provisions. You and InReach LLC agree to submit to the exclusive jurisdiction of the courts located within the county of Cumberland, State of Maine, to resolve any legal matter arising from this EULA.

**6.14 General.** This EULA constitutes the entire agreement between the Parties with respect to the subject matter hereof. Any headings are provided for convenience only. You may not assign this EULA or any of your rights or obligations hereunder, but InReach LLC may assign this EULA and any of its rights and obligations hereunder and this EULA shall inure to the benefit of and is binding on InReach LLC's respective successors and permitted assigns. The failure of InReach LLC to exercise or enforce any right under this EULA shall not constitute a waiver of such right. All rights and remedies granted to InReach LLC are cumulative and not alternate. If any provision of this EULA is found invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining terms and conditions of this EULA, and the parties shall substitute a valid provision that most nearly approximates the intent and economic effect of the invalid or unenforceable one.

## Privacy Policy

**Privacy Notice to Persons Using DeLorme InReach Service:** The inReach device is designed to be used as a means of communicating the need for emergency response by inReach users to the appropriate authorities. In order to enable InReach LLC ("InReach") and its service providers to perform this function, it may be necessary for InReach to store messages sent to users of the inReach device. These messages under some circumstances may be disclosed by InReach to third party service providers and/or competent legal authority in connection with the provision of SOS and in order to assist in the effectuation of a rescue. In order to provide the

Service, InReach may be required to transmit or distribute information regarding these transmissions, which may include but is not limited to, the identity and location of the sender or recipient, the content of the message, and the time at which the message was sent, over various public networks and in various media. InReach reserves the right to disclose personal and location data as well as remotely activate SOS features when notified by competent legal authority that a distress situation exists for the user. By sending a message to an inReach subscriber you agree to the foregoing policy, and release and hold harmless InReach LLC, its service providers, and government rescue agencies from any claims associated with the release of any of the information described in this paragraph, or any other information released by InReach in an effort to assist in an emergency response effort.

## **Appendix**

**A.1.1 SOS Emergency.** Your service plan includes SOS Emergency service. INREACH has contracted with a third-party provider, GEOS (“GEOS”), to provide SOS emergency monitoring services. Provision of SOS Emergency services is subject to the terms of this agreement. INREACH reserves the right to disclose personal and location data to its third-party service providers, and/or to competent legal authority, as well as remotely activate SOS features when notified by competent legal authority that a distress situation exists for the user. INREACH intends that the GEOS International Emergency Response Coordination Center (the “IERCC”) will be available at all times in all locations where your INREACH Product works; however, it is possible that at some times and some locations, the IERCC will not receive your transmission or that your transmission will be delayed. The emergency responder(s) shall determine when, how, even if, to conduct a search and rescue in accordance with their standard policies and procedures, subject to such constraints as operational limitations, available resources, technical feasibility, meteorological conditions, medical and/or safety concerns whether for you or the emergency responder(s). In no event does the Agreement create a duty to rescue.

**A.1.1.1 SOS Monitoring.** INREACH transmits SOS Emergency Signals received, along with applicable Registration Data information and available location coordinates, to the IERCC. The IERCC maintains a database of emergency responders in regions throughout the world (the “IERCC Database”), and provides SOS Emergency Signal monitoring twenty-four (24) hours a day, seven (7) days a week and 365 days a year. Upon receipt of a SOS Emergency Signal, IERCC personnel will: i) contact, if available, the primary and secondary contacts identified by you in your Registration Data to attempt to validate the SOS Emergency Signal, ii) use the IERCC database to identify appropriate emergency responder(s) according to available location coordinates; iii) contact the appropriate emergency responder(s) and inform them of the relevant facts in GEOS’ possession (including your Registration Data information and/or location coordinates); iv) if you are traveling outside of your home territory, and it is consistent with GEOS’ procedures, contact the Embassy of your government consistent with your Registration Data, either in the location identified by the Location Information or their Washington, D.C. based Embassy, and provide them all relevant facts in GEOS’ possession; and, v) provide updates of location coordinates as available to the identified emergency responder. Upon contacting the emergency responder(s) and/or, as appropriate, the

Embassy, and informing them of all relevant facts, INREACH and GEOS are released from all further legal responsibility and/or obligation to take any further action whatsoever. Should GEOS have reasonable cause to believe that an emergency condition does not exist, GEOS reserves the right to solely contact the primary and secondary contacts identified by you.

**A.1.1.2 False SOS Emergency Transmissions.** You are solely responsible for any charges that may be assessed by emergency responders for either false SOS Emergency Signals and/or in relation to search and rescue activities resulting from you or your authorized users' transmission of a SOS Emergency Signal. Should you deliberately or negligently misuse the SOS Emergency service, the SOS service provider, GEOS, reserves the right to assess a fee in order to recoup their costs in relation to responding to such misuse. Negligent and deliberate misuse includes, but is not limited to, pressing the SOS button to 'see if it works' or otherwise knowingly pressing the SOS button when no emergency situation exists. Should it be determined by INREACH that you have deliberately or negligently misused the SOS Emergency service, INREACH shall provide your credit card information on record to GEOS. GEOS shall then, without further notice, bill your credit card the appropriate fee, calculated at a rate of \$340 per hour, or stated part thereof, for a minimum charge of one (1) hour and maximum charge of two (2) hours, for each such false SOS Emergency Signal event, and you shall be responsible to pay any such fee. If you purchase the optional Search and Rescue services, such Search and Rescue services shall be subject to the terms of your separate agreement with GEOS, located at <http://www.geosalliance.com/geos-services/worldwide-search-and-rescue/>

**A.2.4 GEOS Search and Rescue Membership.** Should you choose to purchase the optional Search and Rescue membership provided by GEOS ("GEOS SAR Membership"), such contract will be directly between you and GEOS. INREACH is not a party and in no way liable to you for any damages or claims that may arise in connection with such optional Search and Rescue service. The terms and conditions are located at: <http://www.geosalliance.com/geos-services/worldwide-search-and-rescue/> The optional GEOS SAR is billed on an annual basis, and is dedicated to the primary registered user. The scope of GEOS SAR Membership includes payment, by GEOS, of up to \$100,000 in any one year, limited to \$50,000 for any one incident, for the provision of necessary additional Search and Rescue resources (including helicopter and private search teams etc.) up to the single incident limit for a period not exceeding 72 hours from the time of call for assistance, where these are requested by the appropriate rescue authorities, and which are necessary to prevent injury or illness or danger to human life as a result of an unforeseeable emergency or to pay for any costs and expenses claimed against you by the appropriate rescue authorities. Provision of additional resources under this service must be first authorized by GEOS. GEOS has contracted with a major insurance underwriter to underwrite this policy. This benefit does not apply if the claim is in relation to any of the following: a) circumstances which could have reasonably been anticipated at the date the trip began, e.g. forecast of adverse weather conditions; b) an emergency caused by inadequate provision or training or competence needed to complete the planned trip; c) cost incurred due to a pre-existing or chronic condition or mental disorder of the member including self-harm or suicide attempt; d) emergency caused by any natural climate disaster; e) any cost incurred to emergency arising from riots, civil unrest or conflict including civil wars or kidnaps or any Biological, Nuclear or Chemical events; f) any costs arising from the crash of any private aircraft or any aircraft that has not been authorized as an airline by the relevant Aviation

Authority; g) cost incurred by any member participating in any war or military action; h) costs arising from any illegal use of a weapon; i) accidents arising from sky diving without a qualified guide or sky surfing with or without a motor vehicle; j) where any accident, injury or illness arises from the use of drugs or alcohol; k) costs covered by any other insurance policy of your own; or l) for any incident caused by a third party where costs can be recovered from that third party. In the case of death of the Member, GEOS will not be responsible for the transportation of the body. GEOS will endeavor to arrange a successful rescue but cannot accept liability for failed rescues due to unforeseen circumstances beyond their control. Additional GEOS SAR Memberships maybe purchased directly from GEOS if more than one family member may use the unit, see pricing and terms and conditions at <http://www.geosalliance.com/geos-services/worldwide-search-and-rescue/> Corporate Search and Rescue memberships may also be purchased directly from GEOS if more than one employee may use a unit see pricing and terms and conditions at <http://www.geosalliance.com/geos-services/worldwide-search-and-rescue/>

Commercial users that are offering the INREACH Product for rent and/or lease may contact GEOS at <http://www.geosalliance.com/contact-us/> to obtain information and pricing for provision of the Search and Rescue memberships to your customers. This membership benefit relates to the search and rescue related and/or extraction related costs and does not cover medical expenses. You must following all claims procedures and provide the insurance underwriters with any reasonably requested documentation. The insurance underwriters may require you to first submit any helicopter extraction and ambulance claims to your medical insurance and second to GEOS along with your Explanation of Benefits from your medical insurer. Coverage extends to North America, Canada, the European Union and Australia, and will only be provided to other geographic locations subject to acceptance by the GEOS underwriters in writing, which will be provided after the application has been made. If an additional geographic location is refused by the GEOS underwriters, than all premiums paid will be refunded. The following geographic locations are expressly excluded: North, Central or West Africa, the Middle East, including Iraq Iran and Afghanistan, and Russia. The cover will not extend if the rescue service is provided by official Government, Police, Fire or Red Cross organizations. Pricing varies by region; please see the pricing specified for your region at the time of service activation. The GEOS SAR Membership search and rescue benefit is for any additional costs incurred or those costs not covered by existing medical or travel cover. Claims should be made direct through the GEOS Members web site which can be accessed using the user name and password provided to you for access to the GEOS Members site. All claims are dealt with by the GEOS Underwriters at Lloyds of London. To support claims the member must provide a signed Release for the disclosure to GEOS by the medical aid provider of all medical services, and treatment, provided in relation to the incident and full details of any other Insurance cover held. The member must first claim against their existing Medical, Travel or other Insurance. All claims for reimbursement under the Members SAR Benefit are dealt with by the GEOS Underwriters and their decision is final. NOTE: The GEOS International Emergency Response Coordination Center (IERCC) will not refuse to call out additional emergency response services when advised by first responders such additional services will be necessary. In such cases where a Member activates their SOS signal for an emergency and it later transpires that the additional rescue service was not required or covered by the terms and conditions of the Search and Rescue Benefit cover, the member will be liable for the whole cost.