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DISPUTE RESOLUTION

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To expedite resolution and control the cost of any dispute, controversy, or claim related to these Terms of Use (each a "Dispute" and collectively, the "Disputes") brought by either you or us (individually, a “Party” and collectively, the “Parties”), the Parties agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least 60 days before initiating arbitration. Such informal negotiations commence upon written notice from one Party to the other Party.

Binding Arbitration
If the Parties are unable to resolve a Dispute through informal negotiations, the Dispute (except those Disputes expressly excluded below) will be finally and exclusively resolved by binding arbitration. YOU UNDERSTAND THAT WITHOUT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the Canadian Arbitration Association ("CAA") and, where appropriate, the CAA’s Supplementary Procedures for Consumer Related Disputes ("CAA Consumer Rules"), both of which are available at the CAA web site www.adr.org. Your arbitration fees and your share of arbitrator compensation shall be governed by the CAA Consumer Rules and, where appropriate, limited by the CAA Consumer Rules. [If such costs are determined to by the arbitrator to be excessive, we will pay all arbitration fees and expenses.] The arbitration may be conducted in person, through the submission of documents, by phone, or online. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by either Party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except where otherwise required by the applicable CAA rules or applicable law, the arbitration will take place in Perth County, Ontario. Except as otherwise provided herein, the Parties may litigate in court to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

If for any reason, a Dispute proceeds in court rather than arbitration, the Dispute shall be commenced or prosecuted in the provincial and federal courts located in Perth County, Ontario, and the Parties hereby consent to, and waive all defenses of lack of personal jurisdiction, and forum non conveniens with respect to venue and jurisdiction in such state and federal courts. Application of the United Nations Convention on Contracts for the International Sale of
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In no event shall any Dispute brought by either Party related in any way to the Mobile App/Site be commenced more than 2 years after the cause of action arose. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

**Restrictions**

The Parties agree that any arbitration shall be limited to the Dispute between the Parties individually. To the full extent permitted by law, (a) no arbitration shall be joined with any other proceeding; (b) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

**Exceptions to Informal Negotiations and Arbitration**

The Parties agree that the following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration: (a) any Disputes seeking to enforce or protect, or concerning the validity of, any of the intellectual property rights of a Party; (b) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorized use; and (c) any claim for injunctive relief. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

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Visiting the Mobile App/Site, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Mobile App/Site, satisfy any legal requirement that such communication be in writing. **YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE MOBILE APP/SITE.** You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

**CALIFORNIA USERS AND RESIDENTS**

If any complaint with us is not satisfactorily resolved, you can contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, California 95834 or by telephone at (800) 952-5210 or (916) 445-1254.
MISCELLANEOUS
These Terms of Use and any policies or operating rules posted by us on the Mobile App/Site constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision. These Terms of Use operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Terms of Use is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms of Use and does not affect the validity and enforceability of any remaining provisions.

CONTACT US
In order to resolve a complaint regarding the Mobile App/Site or to receive further information regarding use of the Mobile App/Site, please contact us at:

A.B.S. Tracs Inc.  
84 Water St. S., Box 1200, St. Marys Ontario, N4X 1B7  
226-921-4417  
jeffmarshall@abstracs.ca
A.B.S. Tracs Inc., (“we”, “us”, or “our”) respects the privacy of our users (“user” or “you”). This Privacy Policy explains how we collect, use, disclose, and safeguard your information when you visit our mobile application (the “Application”). Please read this Privacy Policy carefully. IF YOU DO NOT AGREE WITH THE TERMS OF THIS PRIVACY POLICY, PLEASE DO NOT ACCESS THE APPLICATION.

We reserve the right to make changes to this Privacy Policy at any time and for any reason. We will alert you about any changes by updating the “Last updated” date of this Privacy Policy. You are encouraged to periodically review this Privacy Policy to stay informed of updates. You will be deemed to have been made aware of, will be subject to, and will be deemed to have accepted the changes in any revised Privacy Policy by your continued use of the Application after the date such revised Privacy Policy is posted.

This Privacy Policy does not apply to the third-party online/mobile store from which you install the Application, which may also collect and use data about you. We are not responsible for any of the data collected by any such third party.

COLLECTION OF YOUR INFORMATION

We may collect information about you in a variety of ways. The information we may collect via the Application depends on the content and materials you use, and includes:

**Personal Data**

By using our online sites, products, and services, users agree that we may collect personally identifiable information (as defined below). We will not share personally identifiable information with other parties except as described in this policy. We may also collect aggregate information and individual information. "Aggregate information" is information that describes the habits, usage patterns, and demographics of users as a group but does not describe or reveal the identity of any particular user. "Individual information" is information about a user or user's machine that is presented in a form distinguishable from information relating to other users, in a form that personally identifies any user or enables the recipient to communicate directly with the user. We will not share aggregate and individual information with other parties without express permission of the users or unless required by law to do so.

**Financial Data**

Financial information, such as data related to your payment method (e.g. valid credit card number, card brand, expiration date) that we may collect when you purchase, order, return, exchange, or request information about our services from the Application. [We store only very limited, if any, financial information that we collect. Otherwise, all financial information is stored by our payment processor, and you are encouraged to review their privacy policy and contact them directly for responses to your questions.]
Geo-Location Information
We may request access or permission to and track location-based information from your mobile device, either continuously or while you are using the Application, to provide location-based services. If you wish to change our access or permissions, you may do so in your device’s settings.

Mobile Device Data
Device information such as your mobile device ID number, model, and manufacturer, version of your operating system, phone number, country, location, and any other data you choose to provide.

Push Notifications
We may request to send you push notifications regarding your account or the Application. If you wish to opt-out from receiving these types of communications, you may turn them off in your device’s settings.

Data From Contests, Giveaways, and Surveys
Personal and other information you may provide when entering contests or giveaways and/or responding to surveys.

USE OF YOUR INFORMATION
Having accurate information about you permits us to provide you with a smooth, efficient, and customized experience. Specifically, we may use information collected about you via the Application to:

1. Assist law enforcement and respond to subpoena.
2. Compile anonymous statistical data and analysis for use internally or with third parties.
3. Create and manage your account.
4. Deliver targeted advertising, coupons, newsletters, and other information regarding promotions and the Application to you.
5. Email you regarding your account or order.
6. Enable user-to-user communications.
7. Fulfill and manage purchases, orders, payments, and other transactions related to the Application.
8. Generate a personal profile about you to make future visits to the Application more personalized.
9. Increase the efficiency and operation of the Application.
10. Monitor and analyze usage and trends to improve your experience with the Application.
11. Notify you of updates to the Application.
12. Offer new products, services, mobile applications, and/or recommendations to you.
13. Perform other business activities as needed.
14. Prevent fraudulent transactions, monitor against theft, and protect against criminal activity.
15. Process payments and refunds.
16. Request feedback and contact you about your use of the Application.
17. Resolve disputes and troubleshoot problems.
18. Respond to product and customer service requests.
19. Send you a newsletter.
20. Solicit support for the Application.

DISCLOSURE OF YOUR INFORMATION
We may share information we have collected about you in certain situations. Your information may be disclosed as follows:

By Law or to Protect Rights
If we believe the release of information about you is necessary to respond to legal process, to investigate or remedy potential violations of our policies, or to protect the rights, property, and safety of others, we may share your information as permitted or required by any applicable law, rule, or regulation. This includes exchanging information with other entities for fraud protection and credit risk reduction.

Use in Disease Outbreak Emergency
We may use personally identifiable information in order to provide the Federal and/or Provincial/State and/or Government Regulatory departments with personally identifiable information for use in a disease outbreak emergency.

Third-Party Service Providers
We may share your information with third parties that perform services for us or on our behalf, including payment processing, data analysis, email delivery, hosting services, customer service, and marketing assistance.

Marketing Communications
With your consent, or with an opportunity for you to withdraw consent, we may share your information with third parties for marketing purposes, as permitted by law.

Interactions with Other Users
If you interact with other users of the Application, those users may see your name, profile photo, and descriptions of your activity, including sending invitations to other users, chatting with other users, liking posts, following blogs.

Online Postings
When you post comments, contributions or other content to the Applications, your posts may be viewed by all users and may be publicly distributed outside the Application in perpetuity.

Third-Party Advertisers
We may use third-party advertising companies to serve ads when you visit the Application. These companies may use information about your visits to the Application and other websites that are contained in web cookies in order to provide advertisements about goods and services.
We may share your information with our affiliates, in which case we will require those affiliates to honor this Privacy Policy. Affiliates include our parent company and any subsidiaries, joint venture partners or other companies that we control or that are under common control with us.

Business Partners
We may share your information with our business partners to offer you certain products, services or promotions.

Offer Wall
The Application may display a third-party-hosted “offer wall.” Such an offer wall allows third-party advertisers to offer virtual currency, gifts, or other items to users in return for acceptance and completion of an advertisement offer. Such an offer wall may appear in the Application and be displayed to you based on certain data, such as your geographic area or demographic information. When you click on an offer wall, you will leave the Application. A unique identifier, such as your user ID, will be shared with the offer wall provider in order to prevent fraud and properly credit your account.

Other Third Parties
We may share your information with advertisers and investors for the purpose of conducting general business analysis. We may also share your information with such third parties for marketing purposes, as permitted by law.

Other than as described in this Privacy Policy, we are not responsible for the actions of third parties with whom you share personal or sensitive data, and we have no authority to manage or control third-party solicitations. If you no longer wish to receive correspondence, emails or other communications from third parties, you are responsible for contacting the third party directly.

Sale or Bankruptcy
If we reorganize or sell all or a portion of our assets, undergo a merger, or are acquired by another entity, we may transfer your information to the successor entity. If we go out of business or enter bankruptcy, your information would be an asset transferred or acquired by a third party. You acknowledge that such transfers may occur and that the transferee may decline to honor commitments we made in this Privacy Policy.

TRACKING TECHNOLOGIES
Cookies and Web Beacons
We may use cookies, web beacons, tracking pixels, and other tracking technologies on the Application to help customize the Application and improve your experience. When you access the Application, your personal information is not collected through the use of tracking technology. Most browsers are set to accept cookies by default. You can remove or reject cookies, but be aware that such action could affect the availability and functionality of the
Application. You may not decline web beacons. However, they can be rendered ineffective by declining all cookies or by modifying your web browser’s settings to notify you each time a cookie is tendered, permitting you to accept or decline cookies on an individual basis.

**Internet-Based Advertising**
Additionally, we may use third-party software to serve ads on the Application, implement email marketing campaigns, and manage other interactive marketing initiatives. This third-party software may use cookies or similar tracking technology to help manage and optimize your online experience with us. For more information about opting-out of interest-based ads, visit the Network Advertising Initiative Opt-Out Tool or Digital Advertising Alliance Opt-Out Tool.

**Website Analytics**
We may also partner with selected third-party vendors[, such as Adobe Analytics, Clicktale, Clicky, Cloudflare, Crazy Egg, Flurry Analytics, Google Analytics, Heap Analytics, Inspectlet, Kissmetrics, Mixpanel, Piwik, and others, to allow tracking technologies and remarketing services on the Application through the use of first party cookies and third-party cookies, to, among other things, analyze and track users’ use of the Application, determine the popularity of certain content, and better understand online activity. By accessing the Application, you consent to the collection and use of your information by these third-party vendors. You are encouraged to review their privacy policy and contact them directly for responses to your questions. We do not transfer personal information to these third-party vendors. However, if you do not want any information to be collected and used by tracking technologies, you can install and/or update your settings for one of the following:
Adobe Privacy Choices Page
Clicktale Opt-Out Feature
Crazy Egg Opt-Out Feature
Digital Advertising Alliance Opt-Out Tool
Flurry Analytics Yahoo Opt-Out Manager
Google Analytics Opt-Out Plugin
Google Ads Settings Page
Inspectlet Opt-Out Cookie
Kissmetrics Opt-Out Feature
Mixpanel Opt-Out Cookie
Network Advertising Initiative Opt-Out Tool
You should be aware that getting a new computer, installing a new browser, upgrading an existing browser, or erasing or otherwise altering your browser’s cookies files may also clear certain opt-out cookies, plug-ins, or settings.

**THIRD-PARTY WEBSITES**
The Application may contain links to third-party websites and applications of interest, including advertisements and external services, that are not affiliated with us. Once you have used these links to leave the Application, any information you provide to these third parties is not covered by this Privacy Policy, and we cannot guarantee the safety and privacy of your information.
Before visiting and providing any information to any third-party websites, you should inform yourself of the privacy policies and practices (if any) of the third party responsible for that website, and should take those steps necessary to, in your discretion, protect the privacy of your information. We are not responsible for the content or privacy and security practices and policies of any third parties, including other sites, services or applications that may be linked to or from the Application.

SECURITY OF YOUR INFORMATION

We use administrative, technical, and physical security measures to help protect your personal information. While we have taken reasonable steps to secure the personal information you provide to us, please be aware that despite our efforts, no security measures are perfect or impenetrable, and no method of data transmission can be guaranteed against any interception or other type of misuse. Any information disclosed online is vulnerable to interception and misuse by unauthorized parties. Therefore, we cannot guarantee complete security if you provide personal information.

POLICY FOR CHILDREN

We do not knowingly solicit information from or market to children under the age of 13. If you become aware of any data we have collected from children under age 13, please contact us using the contact information provided below.

CONTROLS FOR DO-NOT-TRACK FEATURES

No uniform technology standard for recognizing and implementing DNT signals has been finalized. As such, we do not currently respond to DNT browser signals or any other mechanism that automatically communicates your choice not to be tracked online. If a standard for online tracking is adopted that we must follow in the future, we will inform you about that practice in a revised version of this Privacy Policy.

OPTIONS REGARDING YOUR INFORMATION

Account Information
You may at any time review or change the information in your account or terminate your account by:

- Logging into your account settings and updating your account
- Contacting us using the contact information provided below

Upon your request to terminate your account, we will deactivate or delete your account and information from our active databases. However, some information may be retained in our files to prevent fraud, troubleshoot problems, assist with any investigations, enforce our Terms of Use and/or comply with legal requirements.

Emails and Communications
If you no longer wish to receive correspondence, emails, or other communications from us, you may opt-out by:

- Noting your preferences at the time you register your account with the Application
- Logging into your account settings and updating your preferences.
- Contacting us using the contact information provided below

If you no longer wish to receive correspondence, emails, or other communications from third parties, you are responsible for contacting the third party directly.
CALIFORNIA PRIVACY RIGHTS
California Civil Code Section 1798.83, also known as the “Shine The Light” law, permits our users who are California residents to request and obtain from us, once a year and free of charge, information about categories of personal information (if any) we disclosed to third parties for direct marketing purposes and the names and addresses of all third parties with which we shared personal information in the immediately preceding calendar year. If you are a California resident and would like to make such a request, please submit your request in writing to us using the contact information provided below.

If you are under 18 years of age, reside in California, and have a registered account with the Application, you have the right to request removal of unwanted data that you publicly post on the Application. To request removal of such data, please contact us using the contact information provided below, and include the email address associated with your account and a statement that you reside in California. We will make sure the data is not publicly displayed on the Application, but please be aware that the data may not be completely or comprehensively removed from our systems.

CONTACT US
If you have questions or comments about this Privacy Policy, please contact us at:

A.B.S. Tracs Inc.
84 Water St. S.
St. Marys, ON, Canada
226-921-4417
contact@abstracs.ca