

MyReRoute Terms & Conditions

END USER LICENSE AGREEMENT

BY DOWNLOADING THIS MOBILE APPLICATION, YOU ACCEPT AND AGREE TO THESE TERMS AND CONDITIONS.

This End User License Agreement (the “Agreement”) for the **Reroute / myreroute.com** (together with any updates, the “Application”) is a legal agreement between user (“You” or “Your”), and ScanIDme Inc. (“ScanIDme”). By accessing, downloading, copying or otherwise using the Application, You acknowledge that You have read this Agreement, understand it, and agree to be bound by its terms and conditions.

If you do not agree to the terms and conditions of this Agreement, do not access, download, copy or use the Application. ScanIDme will not and does not grant You access to the Application unless You agree to the terms of this Agreement.

Main Points

The following key points of the Terms of Use are brought for your convenience only. These key points are not in lieu of the full Terms of Use.

Obey All Road Information. The information provided by the Application is not intended to replace the information provided on the road, such as traffic signs, traffic lights, police instructions, etc.

Cautious Driving. Always drive vigilantly according to road conditions and in accordance with traffic laws. It is strictly forbidden to send traffic updates (such as updates on road accidents and traffic congestion), while driving. Such updates may only be sent after you have stopped your vehicle in an appropriate location permitted by law. Alternatively, such updates may be sent by a passenger other than the driver, provided it does not interfere with the due course of driving and does not distract the driver's attention to the road.

Non-continuous updates. Some information provided by the Application originates from other users of the Application. Such information is inherently fluctuant and may be inaccurate, incomplete or outdated. The Application does not provide any warranties to such information's credibility or reliability.

Location-based Service. Some features of the Service utilize GPS and Wi-Fi technology in order to determine your position. These features cannot be provided without utilizing this technology..

The Internet connection is under your responsibility and at your expense. Transmitting and receiving real-time updates to and from the Service, require an online (Wi-Fi or 3G) connection between your cellular device and the Internet. The expenses of such connection are as prescribed by the agreement between you and your communication service provider (such as your cellular company), and according to its applicable terms of payment.

Third-Party Software. The Application utilizes Software for map displays, updates and road information. These Software includes Google Maps, Tennessee Department of Transportation, and others. Please check their terms and conditions for usage guidelines.

Legal Age. The Service is intended for use by users who are at the legal age permitting to hold a driving license. In any case, accounts of users under the age of 13 years will be cancelled and deleted by the Application.

In consideration of the promises and covenants described below, and other good and valuable consideration, You agree as follows:

1. License Grant; Compliance with Terms of Use. The Application is licensed, not sold, and ScanIDme reserves all rights not expressly granted in this Agreement. Subject to the terms and conditions hereof, ScanIDme grants You a personal, nonexclusive, nontransferable, non-sublicenseable, limited license to download and use the Application on a mobile device that You own or control.

2. License Restrictions. Except as specifically provided herein, You may not: (i) distribute or make the Application available over a network where it could be used by multiple devices at the same time; (ii) copy the Application; (iii) modify, adapt, translate, reverse engineer, make alterations, decompile, disassemble or make derivative works based on the Application, except as otherwise permitted by law; or (iv) use, rent, loan, sub-license, lease, distribute or attempt to grant other rights to the Application to third parties.

3. Ownership. All of the content featured or displayed in or through the Application ("Content") and all trademarks, service marks and trade names of ScanIDme included therein, are owned by ScanIDme, its licensors, vendors, agents and/or its Content providers. All Content is subject to ScanIDme's Terms of Use, as may be amended from time to time, and as incorporated herein by this reference. (<http://m.patentivity.com/privacy>).

4. Traffic Information Services. All traffic web services are provided AS IS and are subject to each providers' terms and conditions according to this reference.

Google's Terms of Service (<http://www.google.com/intl/en/policies/terms>)

Google Maps API (<http://www.google.com/policies/privacy>)

TDOT - (<http://www.tdot.state.tn.us/>)

Titanium SDK -(<http://www.appcelerator.com/platform/titanium-sdk/>)

5. Your Warranty to ScanIDme. You represent and warrant that: (i) You have the authority to bind Yourself to this Agreement; (ii) Your use of the Application will be solely for purposes that are permitted by this Agreement; and (iii) Your use of the Application will comply with all local, state and federal laws, rules, and regulations (“Laws”).

6. Privacy.

User Provided Information

The Application obtains the information you provide when you download and register the Application. Registration with us is optional. However, please keep in mind that you may not be able to use some of the features offered by the Application unless you register with us.

When you register with us and use the Application, you generally provide (a) your name, email address, age, user name, password and other registration information; (b) transaction-related information, such as when you make purchases, respond to any offers, or download or use applications from us; (c) information you provide us when you contact us for help; (d) credit card information for purchase and use of the Application, and; (e) information you enter into our system when using the Application, such as contact information and project management information.

We may also use the information you provided us to contact you from time to time to provide you with important information, required notices and marketing promotions.

Automatically Collected Information

In addition, the Application may collect certain information automatically, including, but not limited to, the type of mobile device you use, your mobile device's unique device ID, the IP address of your mobile device, your mobile operating system, the type of mobile Internet browsers you use, and information about the way you use the Application.

Unless explicitly asked, we do not collect any information about you. Please ignore any app store alert during purchase.

We may disclose User Provided and Automatically Collected Information:

- as required by law, such as to comply with a subpoena, or similar legal process;
- when we believe in good faith that disclosure is necessary to protect our rights, protect your safety or the safety of others, investigate fraud, or respond to a government request;
- with our trusted services providers who work on our behalf, do not have an independent use of the information we disclose to them, and have agreed to adhere to the rules set forth in this privacy statement.
- if MyReRoute is involved in a merger, acquisition, or sale of all or a portion of its assets, you will be notified via email and/or a prominent notice on our Web site of any change in ownership or uses of this information, as well as any choices you may have regarding this information.

You can stop all collection of information by the Application easily by uninstalling the Application. You may use the standard uninstall processes as may be available as part of your mobile device or via the mobile application marketplace or network

By using the Application, you agree that ScanIDme may collect and use certain information about your *mobile device, your use of the Application and the Application's performance* in accordance with the Privacy Policy, as may be amended from time to time and incorporated herein.

7. Disclaimer of Warranties and Indemnification. ScanIDme will not be liable for losses or damages arising from or in any way related to your access or use of the Application. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SCANIDME IS LICENSING THE APPLICATION "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS." SCANIDME MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE SUITABILITY, RELIABILITY, TIMELINESS, AND ACCURACY, FOR ANY PURPOSE, OF THE APPLICATION, THE OPERATION OF THE APPLICATION ALONE OR IN CONJUNCTION WITH ANY DEVICE, OR THE CONTENT CONTAINED HEREIN. SCANIDME DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, REGARDING THE APPLICATION AND ITS OPERATION AND EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

8. Limitation of Liability. TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL SCANIDME BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR OTHER RELATED OR SIMILAR DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE CONNECTED WITH THE USE OF OR INABILITY TO USE THE APPLICATION, AND FOR ANY CAUSE OF ACTION, INCLUDING CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF SCANIDME HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY DAMAGES ARISING UNDER THIS AGREEMENT OR THE USE OF THE APPLICATION THAT SCANIDME IS REQUIRED TO PAY FOR ANY PURPOSE WHATSOEVER, INCLUDING WITHOUT LIMITATION, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL BE LIMITED TO TWENTY FIVE DOLLARS (\$25.00). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU UNDER THE LAWS OF THOSE STATES. No action, regardless of form, whether in court or through arbitration, arising out of any transaction under this Agreement, may be brought by You more than one year after You have knowledge of the occurrence which gives rise to the cause of such action.

9. Indemnity. You agree to indemnify and hold harmless ScanIDme and its affiliates, officers, directors, employees, consultants, agents and anyone providing information or software used in the Application from any and all claims arising from, related to, or incidental to Your use of the Application.

10. Termination. This Agreement is effective until terminated. ScanIDme may immediately terminate this Agreement at any time at its sole discretion with or without notice to you. Additionally, Your rights under this Agreement will terminate automatically if you fail to comply with any term(s) of this Agreement. Upon termination, all legal rights and licenses granted to You hereunder shall terminate immediately and You shall cease all use of the Application and destroy all copies of the Application. All sections that may be reasonably interpreted to or are intended to survive this Agreement will survive this Agreement.

11. Governing Law. This Agreement shall be governed by the laws of the State of Tennessee in the United States, without giving effect to the State of Tennessee's choice of law principles. You irrevocably consent to the exclusive jurisdiction and venue of the state or federal courts in [Davidson] County, Tennessee, USA for all disputes arising out of or relating to this Agreement. If any action is brought to enforce, or arises out of, the Agreement or any term, clause, or provision hereof, the prevailing party shall be awarded its reasonable attorney's fees together with expenses and costs incurred with such action.

12. Acknowledgment of Understanding/Entire Agreement. You acknowledge that You have read this Agreement, understand it and agree to be bound by its terms and conditions. You also agree that this Agreement is the complete and exclusive statement of the Agreement between ScanIDme and You and supersedes all proposals, representations or prior agreements, oral or written, and any other communications between ScanIDme and You relating to the subject matter of this Agreement.

13. Severability. You agree that the terms and conditions stated in this Agreement are severable. If any paragraph, provision, or clause in this Agreement shall be found or be held to be invalid or unenforceable in any jurisdiction, the remainder of this Agreement shall be valid and enforceable.

14. Assignment and Transfer. ScanIDme may assign, transfer, sell, rent or lend this Agreement, in whole or in part, at any time without notice to You. You may not assign this Agreement or any part of it or any rights to use the Application, in whole or in part, either temporarily or permanently, to any other party. Any attempt to do so is void.

15. Amendment of this Agreement. SCANIDME RESERVES THE RIGHT TO MODIFY OR AMEND THIS AGREEMENT FROM TIME TO TIME WITHOUT NOTICE. YOUR CONTINUED USE OF THE APPLICATION FOLLOWING THE POSTING OF CHANGES TO THE AGREEMENT WILL MEAN YOU ACCEPT THOSE CHANGES.

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