

MOGO

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10. DOLLAR LIMITATION. If, despite the limitations above, we are or a Provider is found liable for any loss or damage which arises out of or is in any way connected with any of the occurrences described in such sections, then our liability and the Providers liability will in no event exceed, in total, the sum of US\$250.00. Some states do not allow the limitation of liability, so the limitations above may not apply to you.

11. INDEMNIFICATION. You will defend and indemnify us and any Provider and each of our officers, directors, employees and agents from and against any claim, cause of action or demand, including, without limitation, reasonable legal and accounting fees, brought by you or on your behalf in excess of the liability described above or by third parties as a result of your breach of these Terms or the documents made part of these Terms by reference, your violation of any law or the rights of a third party or your use of our site.

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conflict of laws rules, will govern these terms and conditions, as well as your and our observance of them. If you take any legal action relating to your use of our site or these Terms, you agree to file such action only in the state and federal courts located in Dallas, Texas (USA). In any such action or any action we may initiate, the prevailing party will be entitled to recover all legal expenses incurred in connection with the action, including but not limited to costs, both taxable and non-taxable, and reasonable attorneys' fees. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

These Terms are effective as of 18 March 2007.



MOGO

PRIVACY POLICY

Your privacy is very important to MOGO ("we" or "us"). We have established and implemented information handling practices for www.mogotrack.com ("site") that we believe are consistent with the highest standards and best practices of organizations doing business on the Internet. This privacy policy ("policy") describes the practices that apply to our site, including, specifically, the information we collect about you, when and how we collect that information and what may happen to that information. We have prepared a detailed policy because we believe you should know as much as possible about our practices so that you can make an informed decision about the extent of your use of our site.

PRIVACY POLICY SUMMARY

We will not collect personally identifiable information, such as your name, e-mail and mailing addresses and telephone number ("Personal Information") without your knowledge and permission; we will not disclose your Personal Information to third parties unless you have authorized us to do so; we will allow you to view, correct or remove your Personal Information and other information associated with your

registration as a user of our site; and we will take reasonable steps to protect the security of the Personal Information we collect from you. The remainder of this policy describes our information handling practices in detail.

VISITING OUR SITE

You can always visit our site without revealing who you are or providing any Personal Information. When you visit our site directly or through one of our partner's sites, we may collect usage information ("session data"), but it is anonymous and is not linked to you as an individual.

COOKIES

We may place a "cookie" on your personal computer. A cookie is a small computer file that our computer sends to your computer and that your computer sends back to us each time you make a request from our site. Cookies help us recognize you when you visit our site again. We use cookies on our site to collect session data for several purposes, which help us personalize and improve your individual viewing experiences on our site. Most Internet browsers automatically accept cookies. However, you can instruct your browser, by editing its options, to stop accepting cookies or to prompt you before accepting a cookie from the sites you visit. If you decide not to accept our cookies, you will still be able to access those parts of our site that are available to the general public, but you may not be able to view some information on our site, use some features designed to enhance your experience at our site or access many of the services offered at our site.

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PERSONAL INFORMATION

If you decide to register with us, we will collect Personal Information about you that you voluntarily share with us. We collect Personal Information that is necessary for us to provide you with the services offered on our site. You will provide an e-mail address and select a password that will be required to gain access to portions of our site.

We may use Personal Information to (a) personalize the service we provide to you, (b) communicate with you about changes to your selected services, service updates and new features or outages on our site, and (c) allocate the resources of our systems so that your experience with our site is as efficient as possible.

PURCHASES OR LOCATION-BASED SERVICES ON OUR SITE

Payment Information and History

If you register with us, you will be able to purchase location-based services or products through our site. To do so, you must provide payment information to us; for example, your credit card specifics like card number, issuing bank, expiration date, cardholder name and billing address. We may add this payment information to your profile.

Sharing of Personal Information

We contract with other companies to perform various functions necessary to operate our business; for example, to process credit cards. We will share with these other companies only that Personal Information they require to fulfill your orders. Other than as explained in this policy, we will not disclose any Personal Information we collect from you to others without your permission, except in certain limited circumstances: (a) to protect the security of our site and our rights under our Terms and Conditions of Use; (b) to protect ourselves against liability; (c) in response to legal process, if we believe in good faith that the law requires it; or (d) in connection with a sale of our business or company.

Combined Non-Personal Information

We may also combine anonymous information supplied by you and other users during registration on our site with information about your use and others' use of our site. We will use this combined information to describe our user base, without reference to any specific individual, to potential partners, investors and advertisers. We will not share your Personal Information with any other users of our site, but we may use information we collect about your preferences and experiences to make recommendations to other users of our site. We may also share aggregated statistical information about users of our site and our service and product offerings with others, including our investors, vendors and partners. We will not link this statistical information to any Personal Information that can identify you as an individual.

Additional Products and Services

We may partner with other companies to offer you additional products or services. If you sign up for any of these additional products or services, we will share your name and any other Personal Information that is necessary for these other companies to provide the products or services you have signed up for. This policy will not cover the use of your Personal Information by these other companies. We encourage you to read each such company's privacy policy before signing up for any of its products or services.

Changing Personal Information

We are committed to giving you control over your Personal Information. You can change your password and any of the Personal Information in your profile. If at any time you want to view the Personal Information in your profile, your Personal Information changes, you want to change the preferences associated with your account, or would like us to remove some or all of the Personal Information stored in your profile, you can correct, update, or remove the information and preferences you have shared with us. If you request that we remove all of the Personal Information stored in your profile, then we

will promptly do so. If we remove your Personal Information you will not be able to use the services available on our site unless you re-register. We may not be able to honor your request to remove your Personal Information or records if we are legally obligated to retain that information or those records. You will not have the ability to view, change or remove session data.

Notification of Changes

We reserve the right to change this policy from time to time. If there are material changes to this policy or in how we will use your Personal Information, we will prominently post such changes prior to implementing the change. If any proposed change is unacceptable to you, you may request that we remove your Personal Information from our records.

How We Protect Your Information

We are committed to safeguarding your information. For that reason we utilize industry standard security technology. Specifically, your information is secured from unauthorized access from the Internet through industry-standard firewall technology. We also protect the connection between your computer and our server from eavesdropping through industry-standard encryption technology known as Secure Socket Layer (SSL). To ensure that we fulfill our commitment to safeguard your information, we continually assess new technology for protecting your information to make sure that our information handling practices are in accordance with the highest industry standards and best practices on the Internet at all times.

Links

Our site provides links to other sites. When you click on one of these links, you are leaving our site and entering another site that we do not control and for which we cannot be responsible. You should carefully review the privacy statements or policies on any other site that you visit because those privacy statements or policies will apply to your visit to that site and may be very different from our policy.

Contact Us

If you have any questions or concerns about this policy or our information handling practices, you may contact us at info@mogotrack.com.

This policy is effective as of 18 March 2007.