



**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING WWW.MOULTRIEMOBILE.COM OR A MOULTRIE MOBILE APP.** (Last Modified Date: July 19, 2022)

## **TERMS AND CONDITIONS**

Thank you for visiting our website, [www.moultriemobile.com](http://www.moultriemobile.com), or the Moultrie Mobile App provided by Plastic Research and Development Corporation (Moultrie, we, or us, or our)! We hope you enjoy your visit, and find that using our Platform is productive, easy and fun.

### **1. PLATFORM**

As a reminder, before you access or use our Platform, please read these Terms and Conditions (Terms) carefully. These Terms are a binding agreement between you (You, or Your) and Moultrie, and governs your use of, and access to, the Platform and all related documentation. Capitalized terms not otherwise defined shall have the meanings provided in the **Definitions** section below.

By completing Your account registration and using the Platform in connection with an MM Device and the Data Plan, You agree to these Terms and understand that use of the Platform is subject to our **Privacy Policy** (which is incorporated by reference into these Terms and located at <https://www.pradcooutdoorbrands.com/privacy><https://www.pradcooutdoorbrands.com/privacy-policy/policy/>). This will constitute a complete and binding agreement between You and Moultrie.

BY CHECKING THE I AGREE BOX, OR OTHERWISE BY USING THE PLATFORM, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THESE TERMS; (B) REPRESENT THAT FOR US RESIDENTS YOU ARE 16 YEARS OF AGE OR OLDER AND FOR CANADA RESIDENTS YOU ARE THE AGE OF MAJORITY IN YOUR JURISDICTION; AND (C) ACCEPT THESE TERMS AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT AGREE

TO THESE TERMS, DO NOT USE THE PLATFORM, DELETE ANY DOWNLOADED MOBILE APPLICATIONS OF THE PLATFORM, AND RETURN ANY MM DEVICES.

**EXCEPT WHERE PROHIBITED BY APPLICABLE LAW (WHICH MAY INCLUDE THE PROVINCE OF QUEBEC),** NOTE THAT ANY VIOLATION OF THESE TERMS MAY RESULT IN TERMINATION OF YOUR ACCESS TO THE PLATFORM.

Moultrie may revise and update the Terms from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Platform thereafter. Your continued use of the Platform following the posting of revised Terms means that You accept and agree to the changes. While Moultrie expects to notify all users via e-mail of updates to the Terms, You are expected to check this site frequently so You are aware of any changes, as they are binding on You. These Terms may not otherwise be amended or modified except in a writing signed by You and Moultrie.

You acknowledge and grant us permission to communicate with you by text, email, push messages, and telephone, for any purpose that we determine to be relevant, for example, providing Platform support, providing Platform updates or messages, service announcements, and marketing messages, provided that telephone communications will only be used for Platform support, if appropriate.

You also acknowledge and understand that the Platform may utilize certain image recognition processing designed to automatically identify and tag those images used on the Platform with appropriate designations, like deer, turkey, vehicle, person, etc. We refer to these image tags as Smart Tags. Image recognition processing does not process Personal Information.

You also acknowledge and agree that Moultrie retains the right to use historical data associated with Your account. For example, Moultrie may utilize historical user pictures and videos to train future

developed features or functionality utilizing machine learning or other AI processing.

Use of the Platform on your mobile device may use Your mobile device's cellular data (separate from the Data Plan discussed herein) if not connected to wi-fi.

## **2. ACCESSING THE PLATFORM AND SERVICES; ACCOUNT SECURITY**

Subject to these Terms, Moultrie grants You a limited, non-exclusive, and nontransferable license to: (a) download, install, and use the Platform for your personal, non-commercial use on your mobile device(s) owned or otherwise controlled by you; and (b) use the Platform for your personal, non-commercial use via the website, [www.moultriemobile.com](http://www.moultriemobile.com), strictly in accordance with the Platform's documentation. You acknowledge and agree that access to the Platform is provided under license, and not sold, to you. You do not acquire any ownership interest in the Platform under these Terms, or any other rights thereto other than to use the Platform in accordance with the license granted, and subject to all terms, conditions, and restrictions, under these Terms.

We reserve the right to withdraw or amend the Platform, in our sole discretion without notice. We will not be liable, in any manner whatsoever, if for any reason all or any part of the Platform is unavailable at any time or for any period for any reason whatsoever. Thus, Your use of this Platform is at your sole discretion. From time to time, we may restrict access to some or all parts of the Platform to users, including registered users.

To access the Platform or some of the resources it offers, You may be asked to provide certain registration details or other information, such as Your name, email address, mailing address, and phone number. If You choose, or are provided with, a user name, password, or any other piece of information as part of Our security procedures, You must treat such information as confidential, and You must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other

person with access to the Platform or portions of it using Your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. We maintain the right to disable any user name, password or other identifier, whether chosen by You or provided by us, at any time, in our sole discretion and for any or no reason, including if, in our opinion, You have violated any provision of these Terms.

From time to time, Moultrie may access some or all of Your account data (including Your profile information, data, images, videos and camera information) in order to provide the Platform to You, to perform troubleshooting, improve our Platform, or to review our system performance. Subject to these Terms, you grant Moultrie a non-revocable license to use your account data (including, but not limited to, images and/or videos and their data) and other content contributed to the Platform.

Moultrie may also utilize third party vendors to provide some or all of the Platform to You, such as using a third party payment processor to collect and process your credit card and payment information. For the purposes of clarity, Moultrie does not collect, process or store your credit card information.

You acknowledge that when you download, install, or use the Platform's Mobile Moultrie App, Moultrie may use automatic means (including, for example, cookies and web beacons) to collect information about your mobile device and about your use of the Platform. All information we collect, or you provide, through or in connection with the Platform is subject to our Privacy Policy, a copy of which can be accessed

at <https://www.pradcooutdoorbrands.com/privacy-policy/>. It is a condition of Your use of the Platform that all the information You provide on the Platform, irrelevant of entry, is correct, current and

complete. You agree that all information You provide to register with this Platform, including, but not limited to, through the use of any interactive features on the Platform, is governed by our Privacy Policy and You consent to all actions we take with respect to Your information consistent with our Privacy Policy.

### **3. MOULTRIE WILL MAKE REASONABLE EFFORTS TO KEEP THE PLATFORM OPERATIONAL.**

However, at times Platform maintenance or other technical difficulties may result in temporary or long-term interruptions. These interruptions could be for issues outside of Moultrie's control, including, but not limited to, issues involving Your cell phone network, your cell phone carrier, the removal of a previously existing cell phone tower, or Your internet service provider's issues. As such, Your content (including images and videos) may not always be available. Moultrie does not warrant or guarantee network, system, or availability of the content (videos, or images), and will not be held liable in the event that all or any part of the Platform (or content) is unavailable at any time or for any period. In addition, Moultrie does not warrant or guarantee the preservation of Your images or videos.

Moultrie is based in Alabama in the United States. The Platform is provided for use only by persons located in the continental United States and/or Canada. We make no claims that the Platform or any content is accessible or appropriate outside of the United States and/or Canada. Access to the Platform may not be legal by certain persons or in certain countries. If You access the Platform from outside the United States and/or Canada, You do so on Your own initiative and are responsible for compliance with local laws.

### **4. PLATFORM UPDATES**

Moultrie may from time to time in its sole discretion develop and provide Platform Updates, provided that You agree that Moultrie has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Depending on Your

individual settings, Updates to the Platform may automatically download and install or You may receive notice of or be prompted to download and install available Updates.

You shall promptly download and install all applicable Updates and acknowledge and agree that the Platform or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the Platform and be subject to all terms and conditions of this Agreement.

Without limiting the foregoing, You agree that certain Updates may render the Platform inoperable, inaccessible, and/or certain functionality unavailable, **LICENSE RESTRICTIONS**

You shall not:

- copy the Platform, except as expressly permitted by this license;
- modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Platform;
- reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Platform or any part thereof;
- remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Platform, including any copy thereof;
- rent, lease, lend, sell, sublicense, assign, distribute, publish, or transfer Your access to the Platform, or any features or functionality of the Platform, to any third party for any reason, including by making the Platform available on a network where it is capable of being accessed by multiple users under a single account;
- remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Platform;
- use the Platform in, or in association with, the design, construction, maintenance, or operation of any hazardous environments or systems, including any power generation systems; aircraft navigation or communication systems, air traffic control systems, or any other transport management systems; safety-critical applications, including medical or life-support systems, vehicle operation applications or any police, fire, or other

safety response systems; and military or aerospace applications, weapons systems, or environments;

- use the Platform in any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries);
- use the Platform for the purpose exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise;
- use the Platform to transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any junk mail, chain letter, spam, or any other similar solicitation;
- use the Platform to impersonate or attempt to impersonate Moultrie, a Moultrie employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing);
- use the Platform to engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Platform, or which, as determined by us, may harm Moultrie or users of the Platform, or expose them to liability;
- use the Platform in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Platform, including their ability to engage in real time activities through the Platform;
- use any robot, spider, or other automatic device, process, or means to access the Platform for any purpose, including monitoring or copying any of the material in the Platform;
- use any manual process to monitor or copy any of the material on the Platform, or for any other purpose not expressly authorized in this Agreement, without our prior written consent;
- use any device, software, or routine that interferes with the proper working of the Platform;
- introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful;
- attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Platform, the server on which the Platform is stored, or any server, computer, or database connected to the Platform;
- attack the Platform via a denial-of-service attack or a distributed denial-ofservice attack; or



- otherwise attempt to interfere with the proper working of the Platform.

## **6. AGE REQUIREMENTS**

You must be at least 16 years of age to use our Platform. For information on our Privacy Practices, view our Privacy Policy at <https://www.pradcooutdoorbrands.com/privacy-policy/>. If You or Your parent or guardian, have any concerns please feel free to contact us at 1(844) 908-1219.

## **7. THIRD-PARTY MATERIALS, INCLUDING LOCATION USE TERMS**

The Platform may display, include, or make available Third-Party Materials. You acknowledge and agree that Moultrie is not responsible for Third-Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. Moultrie does not assume and will not have any liability or responsibility to You or any other person or entity for any Third-Party Materials. Third-Party Materials and links thereto are provided solely as a convenience to you, and you access and use them entirely at your own risk and subject to such third parties' terms and conditions. We have no control over the content or availability of the contents of these sites. It is Your responsibility to become familiar with each site's privacy and other policies and terms of service, and to contact that site's Webmaster or site administrator with any concerns.

The Platform may make use of services provided by third parties that allow Us to include location services such as Maps, Map Markers, and other content provided by Google, Inc (Google) or Apple, Inc (Apple) as part of the Moultrie Maps feature inside the Platform. You understand and agree that use of the Platform constitutes agreement to, and that you are subject to, Google and/or Apple's (as applicable, dependent on your Platform) then-current Terms of Use. Android phone users are subject to Google's Terms of Use for Google Maps/Google Earth



([http://www.google.com/intl/en\\_us/help/terms\\_maps.html](http://www.google.com/intl/en_us/help/terms_maps.html)). iOS users are subject to Apple's Terms of Use

(<https://www.apple.com/legal/internet-services/maps/terms-en.html>).

By accessing or using the Platform, you agree with the applicable carrier's terms and conditions. This includes any location services a carrier may provide to determine device location, based on connection with cellular towers.

In addition, the Platform may use services by third parties that include weather data. To the extent the Platform includes lightning strike data, the following clause shall also apply:

Experience has shown that the resolution, timeliness, and format which lightning data are presented within various displays and products, does not provide a total solution with regard to addressing concerns regarding the presence of convective activity and/or lightning and their potential impact on the safety of personnel and/or safeguarding of facilities, whether it be of immediate or shortterm concern. Interpretation and application of the data, as well as any comparative analysis and/or prognosis or similar activities done by any user, are done so solely at the user's risk and have not directly or indirectly been implied, condoned, or recommended by Seller [Moultrie], and/or its data suppliers.

Without limiting the generality of the foregoing, Moultrie reiterates that it does not warrant the accuracy, completeness, or usefulness of The Platform or Third-Party Materials, and any reliance you place on such information is strictly at your own risk. Our Platform does not in any way involve any interpretation of weather data, nor do we provide you with any meteorological services. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or users of the Platform, or by anyone who may be informed of any of its content. Third-Party Materials specifically include geographical information and meteorological information, and Moultrie has not independently verified the accuracy of such information and expressly disclaims any representation as to the

accuracy of such information. You expressly acknowledge that errors may exist in the data provided or displayed in the Platform.

## **8. TRADEMARKS AND SERVICE MARKS**

Trademarks that are used or displayed on the Platform are owned by Moultrie or by third parties other than Moultrie that offer and provide products and services on or through the Platform. These trademarks may not be copied or used, in whole, partial, or modified form, without the prior written approval of Moultrie or, if applicable, its supplier or licensor. In addition, Moultrie custom graphics, logos, button icons, scripts and page headers are covered by trademark, trade dress, copyright or other proprietary rights law, and may not be copied, imitated, or used, in whole, partial, or modified form, without the prior written approval of Moultrie. Other trademarks, service marks, registered trademarks, product and service names, and company names or logos that appear on the Platform are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Moultrie. Moultrie and its licensors and service providers reserve and shall retain their entire right, title, and interest in and to the Platform, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to you in these Terms.

## **9. DATA PLAN AND PERMITTED USE**

These Terms also apply to and govern all sales or rights of access to and use of Data Plan offered by Moultrie in connection with the Platform.

You may use the Data Plan solely in connection with the operation of the permitted use of Moultrie Mobile Devices. Moultrie Mobile Devices may use the roaming services of cellular carriers, but may not be permanently located in roaming areas. You may not use the Data Plan for remote medical monitoring applications. You may only use the Data Plan and Moultrie Mobile Devices for lawful purposes

and will not send or enable any SPAM, viruses, worms, Trojan Horses, logic bombs, trap doors, back doors, timers or other types of malware or material that is malicious or technologically harmful.

#### **10. PROVISIONING AND SUPPORT SERVICES**

Upon Your account and Moultrie Mobile Device registration, Moultrie takes steps required to provision the Data Plan. We may provide support for Your use of the Data Plan including technical support services and billing services (Support Services). The manner of delivery of Support Service may be adjusted by us from time-to-time. Moultrie may utilize third parties to provide some or all of the Support Services to You. We may communicate with you by email, telephone, or text message.

#### **11. SERVICE LEVEL AND DEPENDENCIES**

Moultrie shall provide Data Plan and Support Services applying commercially reasonable efforts. We are authorized to provide Data Plans by our Cellular Carriers, but Data Plans remain dependent upon Cellular Carriers and their respective roaming partners continuing to provide and support their respective networks and corresponding authorization. You acknowledge that Data Plans are subject to interruption due to interruption of the cellular carriers and their roaming partner networks and is available only within the applicable plan coverage areas, within operating range of wireless systems and with equipment authorized by cellular carriers to operate on its network. Further, Moultrie's performance under these Terms will be excused for the duration of any condition or event outside of its reasonable control making performance commercially impractical such as disruptions due to natural disasters, unavailability of third-party communications networks, acts of war, riots, strikes or supply chain shortages or delays.

## 12. DEVICE ACTIVATION AND BILLING DATE

**12.1 Base Monthly Plan.** Users that sign up for the monthly subscription plan will pay monthly fees in accordance with this paragraph. The date of activation of your first MM Device on your account will normally set your billing cycle date (Monthly Billing Date). If you choose a monthly plan, any subsequent activation of another MM Device on Your account will be billed a prorated amount based on the number of days remaining in Your monthly plan cycle, and then billed monthly on the Monthly Billing Date. For illustrative purposes, if a user activates a 1st MM Device on the 19th of the month (setting the 19th as the Monthly Billing Date), the user will be billed on the 19th of each subsequent month for the 1st MM Device until terminated. If the user activates a 2nd MM Device on 6th of a subsequent month, the user would pay a prorated monthly fee for service from the 6th-19th, and then pay full amount on 19th for both MM Devices for the next month. If activation is on the 31st of a month, the Monthly Billing Date may be moved back to the 30th of the month or forward to the 1st of the next month.

**12.2 Base Yearly Plan.** Users that sign up for a base yearly subscription plan will pay fees in accordance with this paragraph. The date of activation of Your first MM Device on Your account will normally set your billing cycle date (Yearly Billing Date). You will be billed the full annual plan amount for the following 12 months of service, and annually on the Yearly Billing Date until terminated. If you choose the yearly plan, any subsequent activation of another MM Device on Your account will be establish a new Yearly Billing Date for the additional MM Device and You will be billed the full annual plan amount for the following 12 months of service for the second MM Device. In other words, when activating another MM Device to Your existing account, if You choose an annual plan, Your charge will not be prorated based on Your existing Yearly Billing Date for the first MM Device activated on Your account.

**12.3 Pro Annual Plan.** Users that sign up for the Pro Annual Plan will pay fees in accordance with this paragraph. The date of activation of

Your first MM Device on Your account will normally set your billing cycle date (Yearly Billing Date). You will be billed the full annual plan amount for the following 12 months of service, and annually on the Yearly Billing Date until terminated. Any subsequent activation of another MM Device of Your account under the Pro Annual Plan will be billed a prorated amount based on the number of days remaining in Your yearly plan cycle, and then billed the full amount yearly on the Yearly Billing Date. For illustrative purposes, if a user activates a 1st MM Device on the January 1, 2021 (setting 1/1/2021 as the Yearly Billing Date), the user will be billed on the full annual plan amount for the 1st MM Device on January 1, 2021. If the user activates a 2nd MM Device on July 1, 2021, the user would pay a prorated yearly fee for service from the July 1, 2021 – December 31, 2021 (approximately  $\frac{1}{2}$  of the annual fee) for the 2nd MM Device, and then pay full amount on January 1, 2022 for both MM Devices for the next annual fee.

Any accounts that are deactivated, and then reactivated, will receive reset billing cycle dates as outlined above.

Moultrie reserves the right to modify, terminate, or otherwise amend the offered subscription plans and promotional offers at any time in accordance with these terms. Moultrie may change the prices of subscription plans, including recurring and renewal subscription fees from time to time, and will communicate price changes to you in advance of the effective date of such changes to the email address on file for your account. Price changes will take effect at the start of the next subscription period following the date of the price change. Subject to applicable law, you accept the new price by continuing to use the Platform after the price change takes effect. If you do not agree with the price change, you have the right to cancel your Platform access pursuant to Section 17.

### **13. BILLING**

Moultrie will bill the credit card You have saved to Your account according to the terms of the Data Plan you have selected based on Your MM Device activation(s) as described above. Monthly plans are

billed once a month on the Monthly Billing Date set during activation. Annual plans are billed upfront for the cost of the selected plan for the following 12 months and yearly thereafter on the Yearly Billing Date. The charge will consist of the cost for the plan rate You have selected for each MM Device plus any applicable taxes. The charge will appear as Moultrie Mobile.

Note that any taxes displayed on the website or app are estimates and may change when the transaction processes.

Should We be unable to process Your card on Your billing cycle, we will retry Your card over the next few days (up to three retries). New images/video may not transmit to your account until we are able to collect the past due balance.

In accordance with section 20 e, if we are unable to process Your card after all retry attempts (which may occur within 2 – 7 days), we will cancel/deactivate Your MM Device and you may not have access to any previously stored images/video.

#### **14. DATA PLAN CYCLE**

Moultrie makes a number of different Data Plans available that have differing levels of cost and differing levels of the number images/video that will be transmitted and made available to You each month, for example, 100 images/videos per month, 1000 images/videos per month, or unlimited images/video per month. For Base Monthly Plans, Your Data Plan cycle aligns with your Monthly Billing Date and the number of images/video that will be transmitted and made available to You will reset each month on your Monthly Billing Date. When a MM Device is activated on an Base Annual Plan, the number of images/video that will be transmitted and made available to You will also reset monthly according to the day of the Yearly Billing Date (e.g., if the Yearly Billing Date is January 10, 2022, the plan resets monthly on the 10th of each month). A Data Plan cycle date is set for each individual MM Device active on an Base Annual Plan. For example, if You select a

Data Plan that allows 1000 images per month, but You only use 900 images in a month, the 100 unused images do not carry over to the next cycle. Unused data or images/video remaining at the end of Your plan cycle will not roll over to the next month. There will be no refunds or credits issued for unused images/video.

If more than the allotted number of images/video are taken during any Data Plan cycle, they are stored until the end of the then-current Data Plan cycle, and are transmitted and made available to You during the next Data Plan cycle. For example, if you select a Data Plan that allows 1000 images per month, and 1000 images are taken and transmitted to you by the 29th day of the Data Plan cycle, and an additional ten (10) images are taken on the 30th day of the Data Plan cycle, those additional ten (10) are stored until the current Data Plan cycle ends, and are the first ten (10) images transmitted in the next Data Plan cycle. The ten (10) images sent in the subsequent Data Plan cycle will apply to the allotted number of images/videos transmitted under the Data Plan. In this manner, no images are lost by You, although some images/videos may not be received by You until a later Data Plan cycle if more images/videos are being taken than allotted under the selected Data Plan Cycle.

Network or system service may be temporarily unavailable due to emergency or periodic network maintenance or other potential unforeseen temporary service disruptions. Moultrie cannot guarantee system availability at all times and will not be liable for refunding Data Plan charges in the event of system disruption.

## **15. RENEWAL**

Your plan will automatically renew monthly or annually based on the plan You selected at activation unless You cancel Your service on each MM Device by 4pm CST the day prior to your billing date.



## **16. DATA PLAN CHANGES**

Changing to a more expensive plan takes effect immediately and you will be charged the prorated amount for the higher plan price based on the number of days remaining in your plan cycle.

Except if you reside in the Province of Quebec, changing to a less expensive plan must be requested by 4pm CST the day prior to your billing date. Changing to a less expensive plan takes effect at the start of your next plan cycle, for example, on the next Monthly Billing Date or next Yearly Billing Date, as applicable. If you reside in the Province of Quebec, changing to a less expensive plan can be requested at any time and you will receive a prorated refund based on the number of days remaining in your plan cycle.

Moultrie reserves the right to modify, terminate, or otherwise amend the offered subscription plans and promotional offers at any time in accordance with these terms. Moultrie may change the prices of subscription plans, including recurring and renewal subscription fees from time to time, and will communicate price changes to you to the email on file for your account in advance of the effective date of such changes. Price changes will take effect at the start of the next subscription period following the date of the price change. Subject to applicable law, you accept the new price by continuing to use the Platform after the price change takes effect. If you do not agree with the price change, you have the right to cancel your Platform access pursuant to Section 17.

## **17. CANCELLING PLATFORM ACCESS**

You may terminate your use of the Platform at any time from the app or website. Refunds will not be processed for any unused portions of the Data Plan.

Except in the Province of Quebec, if a Data Plan is cancelled it will remain active and continue to transmit images/video through the end of Your current plan cycle (next Monthly Billing Date or next Yearly Billing Date, as applicable). The MM Device will cancel at the

end of the cycle and will no longer transmit images/video or communicate with the Moultrie Mobile server. Images/videos are subject to permanent deletion pursuant to Section 18 below. If you reside in the Province of Quebec, terminating Your service will be effective immediately, unless you opt to have your plan remain active through the end of Your current plan cycle.

Multiple MM Devices and their associated plans will need to be cancelled individually. Please note that sending an email through the Contact Us/Support link, or any other means requesting to cancel the Platform, does not qualify as cancelling the Platform. In addition, Moultrie Mobile reserves the right to terminate your Platform access at any time.

A plan must be cancelled by 4pm CT the day before Your billing date to prevent from being billed for the following next cycle (monthly or yearly, as applicable under the prior selected cycle).

Upon cancellation, all rights granted to You under these Terms shall terminate, and you must cease all use of the Platform. Termination will not limit any of Moultrie's rights or remedies at law or in equity. Sections 1, 5-8, and 18-32 shall survive cancellation and remain in full force and effect.

#### **18. DELETION OF IMAGES AND VIDEOS AFTER PROLONGED INACTIVITY**

You understand and agree that images and videos associated with an account that is inactive for more than six (6) months are subject to permanent deletion, and may not be recoverable. We may, but are not required to, send you an email notification (to the email address associated with your account) after six (6) months of inactivity that images and/or videos associated with your account are subject to permanent deletion if account remains inactive. An account is deemed inactive when there have been no active devices on the account for 6 months.

## 19. USER CONTRIBUTIONS

The Platform may contain Interactive Services that allow users to post User Contributions. All User Contributions must comply with the requirements herein, and any other content standards we may provide.

Any User Contribution you post on or through the Platform will be considered non-confidential and non-proprietary. By providing any User Contribution through the Platform, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose. You represent and warrant that: (i) you own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns; and (ii) all of your User Contributions do and will comply with these Terms.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not Moultrie, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness. We are not responsible or liable to any third party for the content or accuracy of any User Contributions posted by you or any other user of the Platform. This includes all contributions made via your account by other parties.

## 20. ENFORCEMENT OF USER CONTRIBUTIONS

We reserve the right to:

- (a) remove or refuse to post any User Contributions for any or no reason in our sole discretion;
- (b) take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates these Terms, including the Content Standards, infringes any intellectual property right or other right of any

person or entity, threatens the personal safety of users of the Platform or the public, or could create liability for Moultrie;

- (c) disclose your identity or other information about you to any third party who claims that material posted by you violates its rights, including its intellectual property rights or its right to privacy;
- (d) take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Platform; and/or
- (e) terminate or suspend your access to all or part of the Platform for any or no reason, including without limitation, any violation of these Terms.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Platform. YOU WAIVE AND HOLD HARMLESS MOULTRIE AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY MOULTRIE AND ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we cannot and do not undertake to review all material before it is posted on the Platform, and we cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

## **21. CONTENT STANDARDS**

These content standards (the Content Standards) apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable

federal, state, local, and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- (a) contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, threatening, or otherwise objectionable;
- (b) promote sexually explicit, obscene, profane, or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age;
- (c) infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person;
- (d) violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms and our Privacy Policy [<https://www.pradcooutdoorbrands.com/privacy-policy/>];
- (e) be likely to deceive any person;
- (f) promote any illegal activity, or advocate, promote, or assist any unlawful act;
- (g) cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person;
- (h) impersonate any person, or misrepresent your identity or affiliation with any person or organization;
- (i) involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising; or
- (j) give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

We reserve the right to terminate or suspend your access to all or part of the Platform for any or no reason, including without limitation, any violation of these Terms. No refund or fees will be issued by us in the event of any termination.

## **22. COPYRIGHT INFRINGEMENT FOR USER CONTRIBUTIONS**

If you believe that any User Contributions violate your copyright, please e-mail us at [support@moultrie-mobile.zendesk.com](mailto:support@moultrie-mobile.zendesk.com) and in

the subject line, put Notice of Copyright Infringement. Moultrie may terminate the user accounts of repeat infringers.

## **GENERAL INFORMATION**

### **23. INDEMNIFICATION**

You agree to indemnify, defend and hold harmless Moultrie, and our officers, directors, employees, agents, licensors, suppliers and any third-party information providers to the Platform from and against all losses, expenses, damages, claims, actions, settlements, awards, penalties, and costs, whatsoever, including legal fees, resulting from any violation of these Terms or any activity related to Your account (including negligent or wrongful conduct and copyright infringement) by You or any other person accessing the Platform using Your account.

### **24. DISCLAIMER OF WARRANTIES**

**THE LAWS OF CERTAIN JURISDICTIONS, WHICH MAY INCLUDE THE PROVINCE OF QUEBEC, DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LEGAL WARRANTIES, CONDITIONS OR REPRESENTATIONS WITH RESPECT TO CLIENTS. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE BELOW EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS**

YOUR USE OF THE PLATFORM, THE DATA PLAN AND ANY OTHER SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM IS AT YOUR OWN RISK AND THE FOREGOING ARE PROVIDED ON AN AS IS AND AS AVAILABLE BASIS AND WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND EITHER EXPRESS OR IMPLIED. NEITHER MOULTRIE NOR ANY PERSON ASSOCIATED WITH MOULTRIE MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE PLATFORM, OR THE DATA PLAN AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, MOULTRIE, ON ITS OWN BEHALF AND ON BEHALF OF ITS

AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, NEITHER MOULTRIE NOR ANYONE ASSOCIATED WITH MOULTRIE REPRESENTS OR WARRANTS THAT THE PLATFORM, THE DATA PLAN AND ANY OTHER SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM, WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR PLATFORM OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE DATA PLAN AND ANY OTHER SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

#### **25. LIMITATIONS OF DAMAGES**

**THE LAWS OF CERTAIN JURISDICTIONS, WHICH MAY INCLUDE THE PROVINCE OF QUEBEC, DO NOT ALLOW THE LIMITATION OF LIABILITY OR CERTAIN DAMAGES WITH RESPECT TO CLIENTS. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE BELOW LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL MOULTRIE OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO,



DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, EVEN IF MOULTRIE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES THAT RESULT FROM THE USE OR THE INABILITY TO USE THE PLATFORM, FROM ANY CHANGES TO THIS PLATFORM, OR FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF INCIDENTAL, CONSEQUENTIAL OR OTHER TYPES OF DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL MOULTRIE OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, HAVE ANY LIABILITY ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE PLATFORM FOR: (A) PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION; OR (B) DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED THE AMOUNT ACTUALLY PAID BY YOU FOR THE PLATFORM IN THE PRECEDING TWELVE (12) MONTHS.

THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR TRESPASS TO PERSONS, CHATTEL, OR LAND, OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR MOULTRIE WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

WITHOUT LIMITING THE FOREGOING, THE LIABILITY OF MOULTRIE OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS FOR ANY CLAIMS, WHETHER BASED IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, ARISING FROM OR RELATING TO THE DATA PLAN ARE LIMITED TO DIRECT DAMAGES INCURRED BY YOU NOT

EXCEEDING THE PURCHASE PRICE PAID FOR THE DATA PLAN INVOLVED IN SUCH CLAIM. THE PRICES OF THE DATA PLAN ARE SET AS A CONSIDERATION FOR THESE LIMITS. IN ADDITION TO THE PRECEDING LIMITS, MOULTRIE FULLY DISCLAIMS ANY LIABILITY OF ANY TYPE, WHETHER EXPRESS OR IMPLIED, ARISING FROM OR RELATING TO THE USE OF THE DATA PLAN IN APPLICATIONS WHERE DISRUPTION OR FAILURE OF THE DATA PLAN COULD RESULT IN LOSS OF LIFE, INCLUDING, BUT NOT LIMITED TO MEDICAL DEVICES, LIFE SAFETY APPLICATIONS, CONTROLS IN NUCLEAR FACILITIES, AND AIR TRAFFIC CONTROL APPLICATIONS; THE DATA PLAN ARE NOT INTENDED FOR USE IN SUCH APPLICATIONS.

SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

## **26. EXCLUSION OF LIABILITY FOR DATA PLAN PROVIDERS**

**THE LAWS OF CERTAIN JURISDICTIONS, WHICH MAY INCLUDE THE PROVINCE OF QUEBEC, DO NOT ALLOW THE LIMITATION OF LIABILITY OR CERTAIN DAMAGES WITH RESPECT TO CLIENTS. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE BELOW LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT: (1) YOU HAVE NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH THE UNDERLYING WIRELESS SERVICE PROVIDER, INCLUDING VERIZON WIRELESS AND/OR AT&T, OR THEIR AFFILIATES OR CONTRACTORS, (2) THAT YOU ARE NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN MOULTRIE AND THE UNDERLYING CARRIER; (3) THAT THE UNDERLYING WIRELESS SERVICE PROVIDER HAS NO LIABILITY OF ANY KIND TO YOU, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE; (4) THAT DATA TRANSMISSIONS AND MESSAGES MAY BE DELAYED, DELETED OR NOT DELIVERED,

AND 911 OR SIMILAR EMERGENCY CALLS MAY NOT BE COMPLETED; AND (5) THE UNDERLYING WIRELESS SERVICE PROVIDER CANNOT GUARANTEE THE SECURITY OF WIRELESS TRANSMISSIONS AND WILL NOT BE LIABLE FOR ANY LACK OF SECURITY RELATING TO THE USE OF THE PLATFORM. YOU HEREBY WAIVE ANY AND ALL CLAIMS OR DEMANDS THEREFORE.

## **27. GOVERNING LAW**

**USERS RESIDING IN THE UNITED STATES:** These Terms are governed by and construed in accordance with the laws of the State of Alabama, United States of America, without regard to its conflict of law provisions that would cause the application of the laws of any jurisdiction other than those of the State of Alabama.

**USERS RESIDING IN CANADA:** This Agreement and your use of the Platform will be governed by, and will be construed under the laws in effect in the jurisdiction in which You reside.

## **28. AGREEMENT TO ARBITRATE AND CLASS ACTION WAIVER**

**This Agreement to Arbitrate and Class Action Waiver does not apply to Canadian residents.**

YOU AND MOULTRIE (PARTIES) AGREE THAT: (1) ANY AND ALL CLAIMS, DISPUTES, OR CONTROVERSIES OF ANY KIND BETWEEN THEM MUST BE RESOLVED THROUGH BINDING MANDATORY INDIVIDUAL ARBITRATION; (2) THE PARTIES ARE WAIVING THE RIGHT TO A TRIAL BY JURY;; (3) THE PARTIES WAIVE ANY RIGHT THAT THEY MIGHT OTHERWISE HAVE TO BRING ANY CLAIM AS A CLASS ACTION OR IN ANY OTHER REPRESENTATIVE CAPACITY; (4) THE ARBITRATOR SHALL HAVE NO JURISDICTION TO AWARD CLASS CERTIFICATION AND NO JURISDICTION TO AWARD RELIEF TO ANYONE OTHER THAN THE ACTUAL INDIVIDUAL PARTICIPANTS IN THE ARBITRATION PROCEEDING; (5) THE ARBITRATOR SHALL HAVE NO JURISDICTION TO JOIN OR CONSOLIDATE PROCEEDINGS

OR CLAIMS OF ONE CLAIMANT WITH THOSE OF ANY OTHER CLAIMANT NOR OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.

Any claim that all or part of the class action waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. Any other dispute as to what claims are arbitrable shall be resolved by the arbitrator.

Without in any way limiting the foregoing, the Parties specifically agree that any dispute or claim arising out of or relating to your use of the Platform or your purchase of an MM Device shall be settled by binding mandatory arbitration. You and Moultrie waive the right to go to court and agree to submit any and all claims to arbitration. This arbitration provision is governed by and enforceable under the Federal Arbitration Act (the FAA), 9 U.S.C. §§ 1-16, as amended.

Notwithstanding any of the foregoing, we both retain the right to pursue in a small claims court any claim that is within that court's jurisdiction and is asserted on an individual (non-class, nonrepresentative) basis. With the exception of residents in New Jersey, You and Moultrie agree that regardless of any statute or law to the contrary, any claim must be filed within one (1) year after such claim arose or be forever barred.

The arbitration shall be administered by the American Arbitration Association (AAA) in accordance with its Consumer Arbitration Rules then in effect (available from the [AAA website](#)) except as modified by this section. Arbitration may be held by telephone or through written submissions if both You and Moultrie agree. Any award rendered shall include a written opinion and shall be final, subject to appeal under the FAA. This provision survives any termination of your access to the Platform or any other aspect of Your relationship with Moultrie.

If the class action waiver included in this agreement is deemed unenforceable, and that decision is not reversed on appeal, then this

entire arbitration provision shall be rendered null and void but the remainder of these terms and conditions shall still be enforceable.

### **29. ENTIRE AGREEMENT**

These Terms and our Privacy Policy constitute the sole and entire agreement between You and Moultrie with respect to the Platform, and Data Plan and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Platform, or the Data Plan.

### **30. SEVERABILITY**

If any provision in these Terms is deemed unlawful, void or unenforceable, then that provision is deemed severable from these Terms and the remaining provisions shall remain valid and enforceable, other than as specified in the Agreement to Arbitrate and Class Action Waiver section above.

### **31. NOTICE TO CALIFORNIA RESIDENTS**

California users are entitled to the following consumer rights notice pursuant to California Civil Code Section 1789.3: If you have a question or complaint regarding the Platform or an MM Device, please write to us via certified mail, Return Receipt requested, at PRADCO OUTDOOR BRANDS – Moultrie Mobile, P.O. Box 1943, Birmingham, AL 35201, ATTN: LEGAL SERVICES DEPARTMENT, or by calling us at 1 (844) 908-1219. California residents may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Boulevard, Sacramento, California 95834, or by telephone at (916)445-1254 or (800)952-5210.

#### **• DEFINITIONS**

**Data Plan** means data plans from third party telecommunications providers offered by Moultrie in connection with the Platform, including but not limited to data plans on the Verizon Wireless (Verizon) and AT&T (AT&T) networks.

**Interactive Services** means any message boards, chat rooms, personal pages or profiles, forums, bulletin boards, and other interactive features made available through the Platform.

**MM Devices** means the cellular trail cameras, cellular field modems, and other cellular devices purchased from Moultrie and applied to machine-to-machine communications systems with activated Data Plan for use with the Platform.

**Platform** means the website, [www.moultriemobile.com](http://www.moultriemobile.com) and Moultrie Mobile App provided by Moultrie, and the associated tools, functionality, and services associated therewith.

**Third Party Materials** means the third-party content (including data, cellular carriers, information, applications, and other products, services, and/or materials) or links to third-party websites or services, including through third-party advertising, available through the Platform.

**Updates** means changes, upgrades, bug fixes, patches, other error corrections, and/or new features, to the Platform, including related documentation, and may include modification or deletion of certain features and functionality in their entirety.

**User Contributions** means Interactive Services allow users to post, submit, publish, display, or transmit to other users or other persons (hereinafter, post) content or materials on or through the Platform.