

PRODUCT TERMS OF USE

These Product Terms of Use (the “Product Terms of Use”) supplement and are pursuant to the Master Services Agreement and set out the terms under which Radar Labs, Inc. (“Radar”) agrees to license its Services to the person or entity reading and agreeing to these Product Terms of Use (the “Licensee” or “you”). You signify your agreement to these Product Terms of Use by signing the Order Form or by using the Services in any way. In the event of a conflict between the documents comprising this Agreement, the documents will control in the following order (from most to least controlling): the Order Form, the Master Services Agreement, these Product Terms of Use, the Service Level Agreement, , and the Data Processing Agreement. Any terms we use in this Product Terms of Use without defining them have the definitions given to them in the Order Form or Master Services Agreement.

1. **Modifications to the Services.** The Services are subject to modification from time to time at Radar’s sole discretion, for any purpose deemed appropriate by Radar. Radar will use reasonable efforts to give you prior written notice of any such modification but is under no obligation to do so. It is your obligation and responsibility to ensure that calls or requests you makes to or via the software are compatible with then-current software, interfaces and features of the software and Services.
2. **Third-Party Services.** Customer acknowledges and agrees that the Services operates on or with or using application programming interfaces (APIs) and/or other services (such as hosting services) operated or provided by third parties (“Third Party Services”).
3. **Customer Responsibilities.**
 - a. **User Accounts and Access Codes.** To use or access the Services, each Authorized User must register for a User Account, accessible via Access Codes. You are responsible for all use of the Services via your Access Codes. We are not liable for any acts or omissions by you in connection with your User Accounts. You agree to notify us immediately if you know or have any reason to suspect that your User Accounts have been accessed without your authorization or that any of the associated Access Codes have been stolen, misappropriated, or otherwise compromised. You agree to comply with all reasonable requests we may make to change your Access Codes and to otherwise secure the Services.
 - b. **Equipment.** You are responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, “Equipment”). You are responsible for maintaining the security of the Equipment, User Accounts, Access Codes, and for all uses of User Account or the Equipment with or without your knowledge or consent. As part of the registration process, you will identify User Accounts and Access Codes to access the Software. Radar reserves the right to refuse registration of, or cancel Access Codes it deems inappropriate. You must protect the confidentiality of such Access Codes. You may not sell, transfer, sublicense or otherwise disclose Access Codes to any party other than those expressly permitted by this Agreement.
 - c. **End User Consent.** You are solely responsible for obtaining all applicable consents, approvals, permissions, and authorization from end users that are necessary to allow Radar to collect and use the Customer Data in accordance with these Product Terms of Use and the Agreement. Without limiting the foregoing, you shall publish and maintain privacy notices, policies and disclosures for all Customer Properties that: (i) comply with all applicable laws and these Product Terms of Use and the Agreement; and (ii) contain clear disclosures to end users stating that the Customer Data will be collected and used in accordance with these Product Terms of Use and the Agreement (including Radar’s privacy notice located at <https://radar.com/privacy>). When you provide any data (e.g., Apple IDFAs, Android advertising IDs, or location data) to Radar in any manner other than through the Services, including without limitation through an API or an SDK proprietary to you, you shall be solely responsible for ensuring that any such collection and transfer of data is done in full compliance with applicable end user's stated preferences, including without limitation device settings to "Limit Ad Tracking" and "Opt Out of Ads Personalization."

4. **Restrictions on Your Use of the Services.** You agree that your use of the Services is subject to the following conditions:
- a. Absent express written consent from Radar, you will not use the Services in connection with any Customer Properties that constitute or promote illegal gambling, adult media (i.e., pornography), pirated content, tobacco products (including without limitation e-cigarettes), firearms or ammunition, or any other product that is illegal in the jurisdiction in or into which it is sold or promoted;
 - b. You will only use the Services in connection with Customer Properties that you own and operate, and shall not sell, transfer, license, encumber, sublicense, give, rent, loan, lease, or otherwise make the Services or their components available to any third party without Radar's prior express written consent;
 - c. You shall not compete with Radar by (i) using the Services to develop or test other geofencing, geocoding, autocomplete, or place search APIs; (ii) using Radar's geocoding, autocomplete, or place search APIs to develop a database of addresses or points of interest; or (iii) pre-fetching, caching, indexing, or storing any point of interest data from Radar's geocoding, autocomplete, or place search APIs;
 - d. You shall not work around any explicit Services limitation, even if such work-arounds are possible by avoiding use of the Services. You shall comply with any limitations on the frequency of access, calls and use of the Services in accordance with your Order Form or other documentation that may be provided by Radar from time to time. Radar expressly reserves the right, at its sole discretion, to limit the number and/or frequency of API requests; and
 - e. You shall not (i) alter, hide, obscure, or remove any copyright, trademark, or other intellectual property rights notice contained in the Services; (ii) modify, translate, or create derivative works based on the Services (except to the extent expressly permitted by Company or authorized within the Services); (iii) reverse engineer, decompile, disassemble, or otherwise translate or derive the source code for the Services, or attempt to do so (except to the limited extent such restrictions are prohibited by applicable statutory law); (iv) use the Services to create any software or service containing any malicious or harmful code; (v) use the Services to damage, detrimentally interfere with, surreptitiously intercept, or misappropriate any system or data; (vi) use the Services in violation of any applicable law or regulation; (vii) use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or (viii) use the Services in any manner that is fraudulent, threatening, harassing, defamatory, or otherwise would reasonably be objectionable.
 - f. Maps that use Radar map designs, data or software must display the Radar logo and text attribution. Licensee shall display all attribution that Radar provides through the Services (including branding, logos, and copyright and trademark notices). Licensee shall place the Radar logo, with a link to <https://radar.com/> on all maps. The Radar logo shall be visible, readable and should appear in the bottom left corner of the map. An example of the correct logo type and placement can be found at <https://radar.com/documentation/maps/maps>. Licensee shall not modify, obscure, or delete such attribution.
 - g. You shall not use the Services in any manner that deficiencies, omissions, inaccuracies or errors could result in death, loss, damages, or injury. You must make your own judgment about the accuracy of results provided by the Services.
 - h. Unless included in the Order Form, use of the Services is prohibited for Logistics Use. "Logistics Use" means installation of the Radar SDK within any mobile application that is used primarily by individuals acting in a paid capacity, whether employees or contractors for hire, whether operating on behalf of you or of your clients, rather than the general public.
 - i. Although Radar has no obligation to monitor your use of the Services, Radar may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.