

## RouteThis Terms of Use

Groupnotes Inc. d/b/a RouteThis (“**RouteThis**”) OWNS THE ROUTETHIS APPLICATION (the “**App**”). THESE TERMS OF USE APPLY TO ALL USERS OF THE APP.

BY USING THE APP YOU INDICATE YOUR ACCEPTANCE OF THESE TERMS OF USE. IF YOU DO NOT ACCEPT THESE TERMS OF USE, THEN DO NOT USE THE APP OR ANY OF ITS CONTENT OR SERVICES. THESE TERMS OF USE MAY BE AMENDED OR UPDATED FROM TIME TO TIME BY NOTICE ON THE APP. YOUR USE AFTER ANY AMENDMENTS OR UPDATES OF THESE TERMS OF USE SHALL SIGNIFY YOUR ASSENT TO AND ACCEPTANCE OF SUCH REVISED TERMS.

1. The Service. The App allows us to collect information about a users’ home network (further details of which are set out below) and to share that information with other third parties with whom you would like to share that information for the purpose of trouble shooting any connection issues which you may have (the “**Service**”). In order to access the Service you must have downloaded the App.
2. Information we collect. We do not collect personal information. All the information that we collect is anonymized and cannot be used to identify you. We will give you a unique identifier number which you may share with others for the purpose of helping you resolve technical issues that you may have. However, under contract with us, those third parties will not share any further information about you with us and accordingly not even your unique identifier number will be personal information when held by us.

We collect detailed technical information about your home network for the purpose of helping third parties trouble shoot problems that may be arising when you use their services and/or devices (**User Content**). This information includes details such as the following:

- a. User’s network speed
- b. Devices on the user’s networks
- c. Ping test
- d. Traceroute
- e. Connection quality of devices and inside and outside the home
- f. External IP address
- g. MAC address
- h. Make/model of user’s router
- i. Wireless channel congestion analysis

We may also collect non-personal information from your mobile device with the App. This information is generally used to help us deliver the most relevant information to you and improve our Services and analytics platform. We use App analysis services including, but not limited to, Mixpanel. Examples of information that may be collected and used include how you use the App and information about the type of device you use. In addition, in the event our App crashes on your mobile device, we will receive information about your mobile device model and OS version, which allows us to identify and fix bugs and otherwise improve the performance of our Application(s).

3. How we share the information we collect: We will give you a unique identifier number (**UIN**), which will be clearly visible on the App. If you want to make information about your network available to third parties who have entered into a contract with us (**Permitted Third Parties**), you can share your UIN with them. Once they have your UIN they will be able to see the information that we have collected about your network, as described above. They can use this information to help you resolve issues with your network.

4. Your Warranties to us: This Service is used to access detailed technical information on a network. Accordingly, this Service is not for use by minors, and is only for use by either the owner of the network that it is being used to analyze, or is being used by a person who has obtained the consent of the owner of the network to use the Service on that network. Accordingly, you hereby warrant to us that:
  - a. You are not a minor; and
  - b. You will only use the Service on a network which you either (a) own; or (b) have obtained the consent of the owner of the network to use the Service on that network.
5. Restrictions on Use of the Service. We reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce these Terms of Use, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of our users and the public.

In using the App and/or Service You shall not:

- a. copy any content unless expressly permitted to do so herein;
- b. upload, post, email, transmit or otherwise make available any material that:
  - i. is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful, or racially or ethnically objectionable, encourages criminal behavior, gives rise to civil liability, violates any law, or is otherwise objectionable;
  - ii. You do not have a right to make available under any law or under a contractual relationship;
  - iii. infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party (including privacy rights);
  - iv. is or contains unsolicited or unauthorized advertising, solicitations for business, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
  - v. contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or data or the App or that of any users or viewers of the App or that compromises a user's privacy; or
  - vi. contains any falsehoods or misrepresentations or create an impression that You know is incorrect, misleading, or deceptive, or any material that could damage or harm minors in any way;
- c. impersonate any person or entity or misrepresent their affiliation with a person or entity;
- d. forge headers or otherwise manipulate identifiers in order to disguise the origin of any material transmitted to or through the App or impersonate another person or organization;
- e. interfere with or disrupt the App or servers or networks connected to the App, or disobey any requirements, procedures, policies or regulations of networks connected to the App or probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures;
- f. intentionally or unintentionally violate any applicable local, state, national or international law or regulation;

- g. collect or store personal data about other users or viewers;
- h. license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the App;
- i. modify, translate, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the App or any software provided as part of the App, except to the extent the foregoing restrictions are expressly prohibited by applicable law; or
- j. register for the Service on behalf of a group or corporate entity.

You also agree not to access the App in a manner that utilizes the resources of the App more heavily than would be the case for an individual person would during conventional use.

6. License of Content. By submitting User Content through the Service, you grant us (and our agents) a non-exclusive, royalty-free license (with the right to sublicense) to use, copy, modify, transmit, display and distribute such User Content. RouteThis will not be responsible or liable for any use of User Content in accordance with these Terms. You represent and warrant that you have all the rights, power and authority necessary to grant the rights granted herein to any User Content that you submit.
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13. INDEMNIFICATION. YOU SHALL INDEMNIFY AND HOLD ROUTETHIS AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, AGENTS, AND EMPLOYEES, HARMLESS FROM ALL CLAIMS, ACTIONS, PROCEEDINGS, DEMANDS, DAMAGES, LOSSES, COSTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES), INCURRED IN CONNECTION WITH ANY MATERIALS SUBMITTED, POSTED, TRANSMITTED OR MADE AVAILABLE BY YOU THROUGH THE SERVICE AND/OR ANY VIOLATION BY YOU OF THESE TERMS OF USE.
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17. Data Deletion. Any user who wishes to have their data deleted permanently may submit a request to [gdpcompliance@RouteThis.com](mailto:gdpcompliance@RouteThis.com). This request must contain the user's UIN which is needed to find and delete specific user data.
18. General. These Terms of Use, together with any privacy policy that may be published on the App, constitutes the entire agreement between the parties relating to the App and Service and all related

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