

## Pocket Ranger® Terms & Conditions

ParksByNature makes no guarantees, representations or warranties respecting the reliability of the Official State Pocket Ranger® application or any GPS data. This product is not FAA certified and must not be used for primary navigation. The Official State Pocket Ranger® application is not to be used for life safety applications, or for any other application in which the accuracy or reliability of the Official State Pocket Ranger® application could create a situation where personal injury or death may occur. ParksByNature specifically disclaims any and all liability, including without limitation, consequential and incidental damages, that may arise in any way from the use of or reliance on the Official State Pocket Ranger® application or any related data.

**1. Agreement.** This is a legal agreement between you and **ParksByNature Network, LLC** (“ParksByNature”) and its affiliates regarding your use of the Official State Pocket Ranger® application software and all data or content that is accessed or utilized by the Official State Pocket Ranger® software (collectively the “Software”). By installing or using the Software, you agree to be bound by the terms of this End User License Agreement (this “EULA”). If you do not agree to the terms of the EULA, you are not entitled to use the Software and must uninstall the Software from all of your devices.

**2. License.** Subject to the terms and conditions of this EULA, ParksByNature grants you a non-exclusive, non-transferable, non-assignable license (without right of sublicense) to install and use one copy of the Software on your personal mobile device, and to maintain one backup copy of the Software on your personal computer, solely in machine executable object code form and solely for your personal use.

**3. Restrictions.** The Software and any related documentation are protected by United States copyright law and international treaty provisions. You may not copy, modify, adapt, translate into any language, distribute, or create derivative works based on the Software without the prior written consent of ParksByNature. You may not rent, lease, or lend the Software to any person or entity. Any attempted sublicense, transfer, or assignment in violation of this EULA is void. You acknowledge that the Software contains proprietary trade secrets of ParksByNature and its suppliers. You agree not to decompile, disassemble, reverse engineer, or attempt to reconstruct, identify, or discover any source code, underlying ideas, underlying user interface techniques, or algorithms of the Software by any means whatsoever, except to the extent the foregoing restriction is prohibited by applicable law.

**4. Ownership.** The Software is licensed, and not sold to you under this EULA. You have no ownership rights in the Software, Services or any related documentation. ParksByNature, its affiliates, and its suppliers retain all right, title, and interest in and to the Software and Services (including any changes, modification, or corrections thereto) and any related documentation.

**5. Suggestions.** If you elect to provide or make available to ParksByNature any suggestions, comments, ideas, improvements, or other feedback or materials related to any ParksByNature product or otherwise (collectively, “Suggestions”), ParksByNature will be free to use, disclose,

reproduce, modify, license, transfer and otherwise utilize and distribute your Suggestions in any manner. You will be entitled to no compensation or credit for, nor gain any right, title or interest in or to, any ParksByNature changes to the Software or Services.

**6. Uploads.** The Software may provide functionality through which you are able to upload information (such as images, waypoints and tracks) about your use of the Software (collectively, “Uploads”) to ParksByNature’s servers and to notify others about the availability of your Uploads, for example by sending an email or posting to a social networking site such as Facebook® or Twitter® (the “Upload Service”). If you use such functionality, you authorize ParksByNature to retain your Uploads on its servers, to reproduce, publish and make your Uploads available to anyone you notify (whether directly or indirectly, such as via a social networking site) about the availability of your Uploads, and to disclose the user name you submitted with your Uploads. In addition to the Upload Service, the Software may provide functionality through which you are able to receive other services from ParksByNature (such other services and the Upload Service, collectively, the “Services”). ParksByNature will have no obligation to provide any Services, may change the form and nature of any Services at any time with or without notice to you, will have no liability whatsoever to you or cease providing any Services at any time with or without notice to you, and will have no obligation to retain your Uploads (or any other materials you may provide to ParksByNature) to you before deleting them from its servers.

**7. Storage.** The Software may provide functionality through which you are able to store information (such as images) on the device on which you are using the Software. ParksByNature will have no liability whatsoever to you or any third party for any failure of the Software to store any such information on such device.

**8. Personal Information.** Except as described in paragraph 9, 10, and 11 of this EULA and the ParksByNature Privacy Policy (<http://www.parksbynature.com/privacy-policy.php>), ParksByNature does not collect any personal information of the user or buyer however, by using the Software, you agree to the collection, retention and processing of limited technical information about your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to you (if any) related to the Software. ParksByNature may use this information, as long as it is in a form that does not personally identify you, to improve its products or to provide services or technologies to you. ParksByNature does not store and process personal information on computers anywhere in the world. **Even though ParksByNature has taken steps intended to any of protect your personal information from being collected, intercepted, accessed, used, or disclosed by unauthorized persons, ParksByNature cannot fully eliminate security risks associated with your personal information and cannot guarantee that its systems will not be breached.**

**9. Pocket Ranger® Challenges & Games.** As provided in the ParksByNature Privacy Policy, participants in any of our “Pocket Ranger® Challenges & Games” must register with us through the Pocket Ranger® software or our affiliate sites. Those who do not participate in the Contest do not need to register with us. The registration process requires Contest participants to provide their legal name, create a username, and supply their email address and date of birth. The information supplied during the registration process may be shared with our third party partners.

From time to time, Contest participants will receive benefits and incentive emails from us or our third party partners. No other personal information will be shared with our third party partners.

**10.** The Usernames of all Contest participants will be posted on a public scoreboard so that Contest participants may view the progress of other Contest participants. The Contest participants' legal names and their email addresses will not be displayed or disclosed on the public scoreboard.

**11.** Games, Contests and Challenges that offer Prizes or Rewards, are open only in the United States, not including the District of Columbia and Puerto Rico, to legal residents of the United States who are 21 years of age or older at the time of entry. Sponsor, and Sponsor's parent companies, subsidiaries, affiliates, advertising and promotion agencies, third party partners, and all of their respective officers, directors, employees, representatives and agents, and persons living in the same household of each, are not eligible to enter. The Contest is subject to all applicable federal, state and local laws and regulations. The Contest is void where prohibited or restricted by law.

**12.** Each individual Game or Challenge may have specific Terms and Conditions that are unique to that game and user agreement to those specific rules may be necessary and required.

**13.** Contest winners, by acceptance of the prize, except where legally prohibited, may have their legal names, pictures, voice, and/or likeness, biographical information, statements, prize information, and entry information used for advertising, trade, and promotional purposes at any time or times, in all media now known or hereafter discovered worldwide, without notice, review, or approval.

**14. Disclaimer of Warranty.** THE SOFTWARE AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND "WITH ALL FAULTS" AND THE ENTIRE RISK AS TO THE QUALITY, ACCURACY, EFFORT AND PERFORMANCE OF THE SOFTWARE AND SERVICES IS WITH YOU. SHOULD THE SOFTWARE OR SERVICES PROVE DEFECTIVE, PARKSBYNATURE DOES NOT HAVE ANY LIABILITY FOR THE SERVICING AND/OR REPAIR OF YOUR DEVICE OR THE SOFTWARE. PARKSBYNATURE AND ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES WITH RESPECT TO THE SOFTWARE AND SERVICES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR USE OF PURPOSE. PARKSBYNATURE AND ITS SUPPLIERS DO NOT WARRANT THAT THE SOFTWARE OR SERVICES WILL MEET YOUR REQUIREMENTS IN ANY RESPECT, OR THAT THE OPERATION OF THE SOFTWARE OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ERRORS IN THE SOFTWARE OR SERVICES OR NONCONFORMITY TO ITS OR THEIR DOCUMENTATION CAN OR WILL BE CORRECTED. YOU ACKNOWLEDGE THAT THE PROVISIONS OF THIS SECTION ARE A MATERIAL INDUCEMENT AND CONSIDERATION TO PARKSBYNATURE AND ITS SUPPLIERS TO GRANT THE LICENSE CONTAINED IN THIS EULA AND TO PROVIDE YOU WITH ACCESS TO THE SERVICES. PARKSBYNATURE DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF THE USE, OF THE

WEB SITES, PRODUCTS, SERVICES OR WRITTEN MATERIALS IN THE TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, CURRENTNESS OR OTHERWISE.

**15. Warranty and Liability.** ParksByNature makes no warranty and has no liability for any problems that may arise out of your negligence, lack of electricity, lack of signal or transmission strength supplied by your telecommunication supplier.

**16. Use of Official State Pocket Ranger® is at the User's Own Risk.** THE SOFTWARE AND SERVICES ARE NOT FAA CERTIFIED AND MUST NOT BE USED FOR PRIMARY NAVIGATION. THE SOFTWARE AND SERVICES MAY NOT BE USED FOR SAFETY OF LIFE APPLICATIONS, OR FOR ANY OTHER APPLICATION IN WHICH THE ACCURACY OR RELIABILITY OF THE SOFTWARE OR SERVICES COULD CREATE A SITUATION WHERE PERSONAL INJURY OR DEATH MAY OCCUR. DO NOT ATTEMPT TO CONFIGURE THE SOFTWARE OR INPUT INFORMATION WHILE DRIVING. FAILURE TO PAY FULL ATTENTION TO THE OPERATION OF YOUR VEHICLE COULD RESULT IN DEATH, SERIOUS INJURY, OR PROPERTY DAMAGE. BY USING THE SOFTWARE, YOU ASSUME ALL RESPONSIBILITY AND RISK.

**17. Limitation of Liability.** PARKSBYNATURE, ITS SUPPLIERS OR THE STATE OF NEBRASKA SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES WHATSOEVER, TO THE FULLEST EXTENT PERMITTED BY LAW (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTIONS, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF THIS EULA, YOUR USE OF OR INABILITY TO USE THE SOFTWARE OR SERVICES, OR YOUR USE OF OR RELIANCE ON ANY DATA (INCLUDING GPS AND GIS DATA) YOU MAY ACCESS IN CONNECTION WITH YOUR USE OF THE SOFTWARE OF SERVICES, EVEN IF PARKSBYNATURE OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**18.** BY USING THE SOFTWARE AND SERVICES, YOU AGREE THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY LOSS OR DAMAGE, INCLUDING, BUT NOT LIMITED TO, DEATH OR PHYSICAL INJURY, THAT YOU MAY SUSTAIN WHILE USING THE SOFTWARE AND SERVICES, AND THAT BY USING THE SOFTWARE AND SERVICES, YOU AGREE TO RELEASE, DISCHARGE, INDEMNIFY AND HOLD HARMLESS PARKSBYNATURE AND ITS DIRECTORS, REPRESENTATIVES, SPONSORS, AND VOLUNTEERS, OF ANY AND ALL LIABILITY FOR SUCH LOSS, DAMAGE OR DEATH ARISING FROM OR IN CONNECTION WITH USING THE SOFTWARE AND SERVICES.

**19. Third Party Partner Materials.** ParksByNature application(s) display, include or make available content, data, information, applications or materials from third parties ("Third Party Partner Materials") or provide links to certain third party partner web sites. By using the ParksByNature application, you acknowledge and agree that ParksByNature, its employees, shareholders, independent contractors, sponsors and developers are not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright

compliance, legality, decency, quality or any other aspect of such third party partner materials or web sites. ParksByNature does not warrant or endorse and does not assume and has no liability or responsibility to you or any other person for any such content. Third party partner materials and links to other web sites are provided solely as a convenience to you. You agree to use the ParksByNature application at your sole risk and that the ParksByNature shall not have any liability to you for any content that may be found to be offensive, indecent, or objectionable.

**20. Location Data.** Location data provided by any ParksByNature application is for basic navigational purposes only and is not intended to be relied upon in situations where precise location information is needed or where erroneous, inaccurate or incomplete location data may lead to death, personal injury, property or environmental damage. Neither ParksByNature, nor any of its content providers, guarantees the availability, accuracy, completeness, reliability of the data or content displayed by any ParksByNature application.

**21. Proprietary Content.** You agree that any ParksByNature application contains proprietary content, information and material that is protected by applicable intellectual property and other laws, including but not limited to copyright, and that you will not use such proprietary content, information or materials in any way whatsoever except for permitted use of the ParksByNature application. No portion of the ParksByNature application may be reproduced in any form or by any means. You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the ParksByNature application, in any manner, and you shall not exploit the ParksByNature application in any unauthorized way whatsoever, including but not limited to, by trespass or burdening network capacity. You further agree not to use the ParksByNature application in any manner to harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any other party, and that the ParksByNature is not in any way responsible for any such use by you, nor for any harassing, threatening, defamatory, offensive or illegal messages or transmissions that you may receive as a result of using any of the ParksByNature application.

**22. Exclusions.** Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations and disclaimers may not apply to you. To the extent that ParksByNature may not, as a matter of applicable law, disclaim any implied warranty or limit its liabilities, the scope and duration of such warranty and the extent of ParksByNature's liability shall be the minimum permitted under such applicable law.

**23. Termination.** This EULA is effective until it is terminated. You may terminate this EULA at any time by destroying all copies of the Software and related documentation in your possession or under your control. This EULA will automatically terminate if you violate any of the terms of this EULA. Upon termination of this EULA, all license rights granted to you shall immediately terminate. However, all other provisions of this EULA shall survive such termination.

**24. Miscellaneous.** This EULA is the entire agreement between you and ParksByNature with respect to, and supersedes any previous oral or written communications or documents (including, if you are obtaining an update, any agreement that may have been included with an earlier

version of the Software) concerning, the subject matter of this EULA. In no event shall any additional or inconsistent term in any purchase order or similar document submitted by you modify the terms of this EULA. This EULA is governed by the laws of the State of New York, USA, as such laws apply to contracts between New York residents entered into and performed entirely in New York (notwithstanding your place of residency). You agree that any dispute arising from or relating to this EULA shall be brought exclusively in a court of competent jurisdiction, federal or state, located within the State of New York, County of New York, and in no other jurisdiction, and you hereby consent to personal jurisdiction and venue in, and agree to service of process issued or authorized by, any such court. This EULA will not be governed by the U.N. Convention on Contracts for the International Sale of Goods. If any provision of this EULA is found to be invalid or unenforceable, it will be enforced to the extent permissible and the remainder of this EULA will remain in full force and effect. Failure by ParksByNature to prosecute any right with respect to a default hereunder will not constitute a waiver by ParksByNature of the right to enforce rights with respect to the same or any other breach. ParksByNature reserves the right to change this Agreement at any time by publishing the revised Agreement on the ParksByNature Website. The revised Agreement shall become effective within thirty (30) days of such publication, unless you expressly accept the revised Agreement earlier by clicking on the accept button. Your express acceptance or your continued use of the ParksByNature Software after expiry of the notice period of thirty (30) days shall constitute your acceptance to be bound by the terms and conditions of the revised Agreement. You can find the latest version of this Agreement at [www.ParksByNature.com](http://www.ParksByNature.com).

**25. Contact Us.** You may contact us at ParksByNature Network LLC, 1431 Broadway, Floor 12, New York, NY 10018, USA and visit [www.ParksByNature.com](http://www.ParksByNature.com).

**26. End User Terms Required by Apple (if applicable).** You acknowledge and agree that (i) this EULA is concluded between you and ParksByNature, and not Apple, Inc. (“Apple”); (ii) ParksByNature, and not Apple, is solely responsible for the Software; (iii) Apple has no responsibility whatsoever to furnish any maintenance and support services with respect to the Software; (iv) in the event of any failure of the Software to conform to any applicable warranty, you may notify Apple and Apple will refund the purchase price you paid for the Software; (v) to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Software; (vi) Apple is not responsible for any claims that you have arising out of your use of the Software; (vii) Apple will have no responsibility whatsoever for the investigation, defense, settlement or discharge of any third-party claim that the Software infringes that third party partner’s intellectual property rights; and (viii) Apple and its subsidiaries are third party beneficiaries of this EULA and, upon your acceptance of this EULA, Apple will have the right (and will be deemed to have accepted the right) to enforce this EULA against you as a third party beneficiary. You represent and warrant that: (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. YOUR USE OF THIS REAL TIME ROUTE GUIDANCE APPLICATION IS AT YOUR SOLE RISK. LOCATION DATA MAY NOT BE ACCURATE.

**27. End User Terms Required by Microsoft (if applicable).** ParksByNature licenses content from Microsoft Corporation (“Microsoft”). During your use of the Software you may encounter and use the Microsoft content, to which the additional terms and conditions found at <http://go.microsoft.com/fwlink/?LinkId-21969> will apply. All information collected by Microsoft in connection with your use of the Software (such as, but not limited to, your IP address, request, time of submission and the results returned to you) will be subject to the then-current Microsoft Online Privacy Statement, a current copy of which is available at <http://privacy.microsoft.com/en-us/fullnotice.aspx>.