



MERCHANT APPLICATION AND AGREEMENT

ISO NAME:		ISO #:	AGENT #:	SALESPERSON NAME:	
MERCHANT INFORMATION					
Legal Name:			DBA Name:		
Street Address:		Phone:	Fax:		
Tax ID:	City:	State:	Zip Code:		
<input type="checkbox"/> Authorize.net	<input type="checkbox"/> PayFlow	<input type="checkbox"/> PayFlow Pro	Gateway ID:	MID:	
Contact Person:			Types of Goods Sold:		
Total Time in Business:	Type of Ownership:		<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation <input type="checkbox"/> LLC
Website Address:			Email Address:		
PRINCIPAL INFORMATION					
Name:			Title:		
Street Address:		% Of Ownership:	Phone:		
City:	State:	ZIP Code:			
PAYMENT PLAN SCHEDULE					
<input type="checkbox"/> Gold Plan - Trec2go Web & Mobile Advertising and Ordering App					
Initial Setup Amount: \$_____ Recurring Monthly Amount: \$_____ Transaction Cost: \$. _____					
Fee/Percentage of Transaction: _____ Approximate Start Date: Month: ___ Day: ___ Year: _____					
<input type="checkbox"/> Platinum Plan - Trec2go Web & Mobile Advertising and Ordering App AND The Business Owned Private Label Mobile Advertising and Ordering App on Google Play Store & App Store					
Google Play Store & App Store Setup: \$ _____ Recurring Monthly Amount: \$ _____ Transaction Cost: \$. _____					
Fee/Percentage of Transaction: _____ Approximate Start Date: Month: ___ Day: ___ Year: _____					
Please include the following when submitting this form					
1. Advertising Information – such as: Menu/Inventory List including pricing for each item (i.e. doc. or pdf format)					
2. Business Logo (i.e. png, jpg or gif format)					
3. Voided Check to Bank account that will be funded (i.e. pdf, png, jpg or gif format)					
Payment Authorization					
I authorize my bank to debit my account as identified in the terms and conditions provided by TREC®. The debit will take place every month on the first business day of each month, following the previous month’s use of the services. This authorization shall remain in effect until TREC receives written notification from me of intent to terminate this contract. I understand I must request a cancellation form from TREC in order to do so. I authorize this plan to take its course and continue for as long as the recurring payment amount remains unchanged, or unless the plan is terminated by me as stated above. All other changes such as payment amount, bank account number change, bank change, will require a new ACH Debit Payment Authorization Form to be filled out prior to any changes and submitted to TREC 15 days prior to any change being implemented. I represent and warrant that I am the person to authorize and execute this payment authorization form for the purposes of implementing this payment plan. I indemnify and hold TREC harmless from damage loss or claims resulting from all authorized actions hereunder.					
Termination: I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify TREC in writing of any changes in my account information or termination of this authorization at least 30 days prior to the next billing date.					
Merchant Acceptance: By signing below, I the undersigned, acknowledge and agree that the Advertising (“Services”) provided pursuant to this merchant application (“Application”) are provided by TREC® hereafter referred to as TREC. I further represent to TREC that I have read the terms and conditions (“T&Cs”) attached to this application on Pages 2 through 7 and/or where it is located on trec2go.com/termsfuse and that I am authorized to sign and accept the T&C’s on behalf of the entity listed above. I acknowledge and agree that the Merchant desires to use the Services in accordance with the T&C’s and that the T&C’s together with this Application, if accepted by TREC, create a legal agreement between TREC and the Merchant (“Agreement”) separate and distinct from any other services offered in connection with the TREC Services. On behalf of the Merchant I will ensure that the T&C’s are reviewed and agree that they will be binding on the Merchant upon the use of the TREC account issued to the Merchant. I certify to TREC that the information provided in this Application is true, complete and accurate.					
Merchant Signature:			Print Name:	Date:	



Terms of Use

This agreement ("Agreement") is entered into between Dalcott Corp. d/b/a TREC® ("Us", "We" or "Our") and you ("You" or "Your"). In order to use the service ("Site"), You must accept the terms and conditions stated below.

1. Description of the Site. The Site is a publicly accessible website or application directory of information for consumers looking to order products or services on the go. Which enables you as the consumer to access different products and services which people have placed on the site. For the user, which enables You to access information and functions including online classifieds, forums and various email services ("Services"). In order to access or utilize certain aspects of the Site, You may be required to establish and maintain a valid user account ("User Account") with Us. We offer various levels of User Accounts, which provide varying degrees of access and functionality. Additional information regarding the User Accounts may be found here.

2. Acceptance of Terms.

a. Your Acceptance of These Terms. You agree that this Agreement forms a legally binding agreement between You and Us relating to Your ability to use the Site. By: (i) checking the Accept box at the end of this Agreement; or (ii) using the Site, You agree to all of the terms and conditions set forth in this Agreement. You agree to use the Site only for lawful purposes permitted under this Agreement and in accordance with applicable law in Your relevant jurisdiction. If You do not agree to all of the terms and conditions, You may not use the Site. You may not access the Site if You are barred or restricted from accessing the Site under the laws of any country in which You are a resident or from which You access the Site.

b. Other Agreements. You agree that other agreements ("Other Agreements") are part of this Agreement, and that they are binding on You and Us as if they were included word for word in this Agreement. Such Other Agreements include, but are not limited to the Privacy Policy. By checking the Accept box at the end of this Agreement or using the Site, You agree to all of the terms and conditions set forth in each of the Other Agreements. If You do not agree to all of these terms and conditions, You may not use the Site. The terms of such Other Agreements shall, whenever possible, be construed so as to be consistent with the terms in this Agreement. In the event of any conflict between this Agreement and any Other Agreement, the terms of the Other Agreement shall control, but only to the extent expressly provided in the Other Agreement.

c. Age Requirement. By using this Site, You certify that You are at least 18 years of age. If You are between 13 and 18 years of age, Your parent or legal guardian must accept the terms of this Agreement and agree to be bound by this Agreement. If You are accepting this Agreement on behalf of someone between 13 and 18 years of age, You understand and agree that You, as the parent or legal guardian, are fully responsible for such person's actions, including, without limitation, all legal liability and financial obligations such person may incur.

3. Your Right to Use the Site.

a. Access to the Site. Subject to the terms set forth in this Agreement, We grant to You a limited, non-exclusive, non-transferable, and terminable license to use the Site.

b. Proprietary Rights. You acknowledge and agree that the Site contains proprietary Services and confidential information that belongs to Us or Our licensors. You agree that the Services and confidential information are protected by laws, including, but not limited to, laws relating to patents, copyrights, trademarks, trade secrets, other proprietary and intellectual property rights, unfair competition, and privacy (collectively, "Proprietary Rights").

c. You are entirely responsible for Your Content. We do not control all Content available through the Site nor do We have any obligation to review, refuse, or remove any Content available through the Site. We do, however, reserve the right to remove any Content from the Site at any time in Our sole discretion for any reason.

d. Accurate Information. You agree to provide accurate, current and complete information concerning Your account and to use reasonable efforts to maintain and promptly update the information to keep it accurate, current, and complete. You agree that if You provide information that is intentionally inaccurate, not current or incomplete in a material way, or We have reasonable grounds to believe that such information is untrue, inaccurate, not current or complete in a material way, We have the right to suspend or terminate Your use of the Site, any portion thereof, or any products, services, or other benefits You receive from Us relating to the Site.

e. Privacy Policy. As a condition to using the Site, You agree to the terms of Our Privacy Policy. Information collected about You by the Site is subject to the Privacy Policy, which may be updated from time to time without notice to You. You understand and agree that We may, without notice to You, access, preserve, and disclose information about You or that You have provided if required to do so by law, or if, in Our judgment such disclosure is reasonably necessary to:

(i) comply with Your requests for assistance with the Site; (ii) comply with legal process; or (iii) address claims from third parties that You have violated their rights.

4. Payments and Taxes. You authorize Us to bill the ACH account for the services You provide to Us for all applicable fees. Our list of authorized payment sources (and additional details relating to payments) may be found here [5]. If Your payment source is declined at any time (including, but not limited to situations where We seek authorizations or charge attempts), We may make up to two (2) attempts to reprocess Your payment source. We reserve the right to charge interest on all of Your past due accounts. Interest shall accrue at the rate of one and one-half percent per month or the highest maximum rate permitted by law, whichever is less, from the date such payment was due until fully satisfied. We reserve the right to suspend or cancel Your User Account. You are responsible for all of Our reasonable expenses (including attorneys' fees) incurred by Us relating to collection activities associated with Your past due accounts. You are responsible for all taxes associated with Your use of the Site. If We are required to collect or pay any taxes relating to Your use of the Site, You will be charged for all such taxes. If You are tax exempt, You must provide Us with a valid tax exempt certificate authorized from the appropriate taxing authority.



5. Your Obligations Concerning Behavior.

a. **No Reverse Engineering.** You understand and agree that the rights granted to You are provided on the condition that You do not (and do not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble, disassemble, decompile, publicly display, retransmit, publicly sell, lease, or transfer the Site or any part thereof or likewise attempt to discover any source code, modify the Site in any manner or form, or use unauthorized modified versions of the Site, including (without limitation) for the purpose of building a similar or competitive product or Site or for the purpose of obtaining unauthorized access to the Site. You agree not to access the Site by any means other than the interfaces that We provide to You. You are expressly prohibited from sublicensing Your right to use the Site to any third party or from permitting any Person other than You to use the Site under Your User Account.

b. **Unacceptable Material.** You agree that You will not e-mail, upload, post, distribute, display, or otherwise make available or transmit to, on, through, or in anyway in connection with the Site:

i. any data, text message, image, video, audio, file, or other material that an ordinary person would or that We deem to be: (1) defamatory, abusive, hateful, harassing, threatening, or stalking; (2) indecent, obscene, pornographic, profane, racist, sexually explicit, or ethnically or culturally offensive; (3) in support of or encouraging violence, hatred, terrorism, or illegal acts or the containing discussion of any illegal acts with an intent to commit them; (4) otherwise objectionable at Our sole discretion; and (5) not suitable for persons under the age of 18;

ii. any data, text message, image, video, audio, file, or other material that violates, dilutes, plagiarizes, misappropriates, or infringes the rights of any third-party including, without limitation, copyright, patent, trademark, trade secret, confidentiality obligation, a right of privacy or publicity, or any other proprietary right;

iii. any person's personal information without that person's express consent;

iv. any data, text message, image, video, audio, file, or other material that contains a virus, spyware, time bomb, worm, "Trojan horse," bot, any automated use of the system (e.g. scripts) that performs actions without the consent of the user, or other harmful component;

v. any unauthorized advertisements, promotional materials, chain letters, pyramid schemes, petitions, or other solicitations of any kind; or

vi. any content or material that violates the Privacy Policy or this Agreement, or the law of any applicable jurisdiction.

c. **Unacceptable Behavior.** You also agree not to, in anyway in connection with the Site:

i. impersonate any person or entity or falsely state or otherwise misrepresent Your identity or affiliation with any person or entity, or misrepresent any third-party's identity or affiliation with any person or entity;

ii. engage in any illegal, disruptive, or destructive acts including, without limitation, "trolling," "flaming," "flooding," or "spamming" (such terms have common meanings within the context of the internet), or cause any unnecessary network usage or violate any service provider's or carrier's terms of service;

iii. solicit or collect personal data including telephone numbers, addresses, last names, or e-mail addresses of other users;

iv. perform any action that impermissibly results in charges or has an impact on any other user, service provider, or carrier; and

v. provide any link to or web address of a website that contains material that would violate the terms of this Agreement;

vi. access the site or collect user information "using automated means (such as harvesting bots, robots, spiders, or scrapers)."

d. **Content Provided by You.** You understand and agree that You relinquish all right, title, and interest in all information, postings, materials, contributions, likenesses, ratings, reviews, media, and any other content posted or provided by You on the Site relating to the Services, Site, or anything related thereto, You have no expectation of any ownership interest therein, and that We may use the aforementioned for any purpose without your consent.

e. **Your Interactions.** You are entirely responsible for Your interactions with individuals, organizations, and third-parties through the Site are solely between You and such individuals, organizations, and third-parties. You understand and agree that: (i) We are not responsible or liable for any injury, loss, or damage You incur as a result of any of Your interactions; and (ii) We will not become involved in the event of a dispute between You and any other individual, organization, or third-party.

6. Confidential Information.

a. You understand and agree that You will provide to Us, and We may provide to You certain information, some of which may be considered to be "Confidential Information." Confidential Information will remain the sole and exclusive property of the party disclosing the Confidential Information and may not be disclosed to any third-party without the prior written consent of the party disclosing the Confidential Information. We agree to protect Your Confidential Information in the same manner We protect the confidentiality of similar information and data of Our own, and at all times We will exercise no less than a reasonable degree of care. Similarly, You agree to protect Our Confidential Information in the same manner You protect the confidentiality of similar information and data of Your own, and at all times, You will exercise no less than a reasonable degree of care. Items will not be deemed to be Confidential Information: (i) if they are available to the public; (ii) if they are rightfully received from a third-party who is not in breach of any obligation of confidentiality to You or Us, as applicable; (iii) if they are independently developed by You or Us without use of the Confidential Information; (iv) if they are known to You or Us at the time they are disclosed (other than under a separate confidentiality obligation); or (v) if they are produced in compliance with applicable law or a court order, provided the other party is given reasonable notice of the same. The Site (including any ancillary goods or services) shall at all times be Our Confidential Information, including following any termination of this Agreement. We may use Your information (including Your Confidential Information): (a) to communicate with You; (b) to evaluate Your use of the Site, the Services You obtain via the Site, and any information You provide to Us; (c) to improve any products and services provided by or associated with the Site; and (d) in connection with any lawful purpose relating to the Site.

b. **Disclosure of Certain Services.** You authorize Us to send electronic and other transmissions (pursuant to any additional instructions that



You may give to Us from time to time) of any current and future data that is loaded into the Site to those persons to whom You have authorized Us to disclose such data, provided such sending or transmitting of such data is, in Our discretion, commercially feasible.

7. Access and Security.

a. **Your Responsibilities.** You are responsible for: (i) certain aspects relating to the security of the Site, including, but not limited to Your access, user names, passwords, and the facilities You utilize to interact with the Site; (ii) all of Your activities that occur through or in connection with the Site; (iii) any act or omission by You relating to access to and use of the Site; and (iv) implementing security and other policies and procedures necessary to limit access to the Site, including, but not limited to, the maintenance of the confidentiality of all usernames and passwords. You agree to immediately notify Us of any attempted or actual unauthorized access or use of the Site and/or any other breaches of security. You acknowledge and agree that We will not be liable, directly or indirectly, for any acts or omissions by You, including any damages of any kind incurred as a result of Your acts or omissions. If You suspect or become aware of: (i) any loss of Your passwords; or (ii) any attempted or actual unauthorized access to Your accounts, You must immediately notify Us at info@trec2go.com.

b. **Transmissions and Processing of Services.** You understand that the technical processing and transmission of Your electronic communications is fundamentally necessary to Your use of the Site. You expressly consent to Our interception and storage of Your electronic communications and/or Your data. You understand that Your electronic communications will involve transmission over the Internet, and over various networks, only part of which may be owned and/or operated by Us. You understand that changes to Your electronic communications may occur in order to conform and adapt such data to the technical requirements of connecting networks and devices. You understand that electronic communications may be accessed by unauthorized parties when communicated across the Internet, network communications facilities, telephone, or other electronic means. You agree that We are not responsible for any electronic communication and/or Your data which are lost, altered, intercepted or stored without authorization during the transmission of any data whatsoever across networks not owned and/or operated by Us.

8. Suspensions.

a. **Reasons for Suspension.** We will not monitor any Content or any Services, however, We reserve the right to remove any Content or Services, and suspend any access to the Site, as We may determine in Our sole discretion. Circumstances under which We may remove or suspend any Services, Content, portions of the Site, or Your access to the Site include, but are not limited to, violation of the terms of this Agreement (including, but not limited to, the Other Agreements), overly or unsubstantiated defamatory, inflammatory or damaging comments, abuse of the Site, virus or malware concerns, notification of possible infringement of another's rights, privacy concerns, compliance with laws and under circumstances when We are assisting law enforcement.

b. **Modifications to the Site.** You understand and agree that We reserve the right to modify, suspend or discontinue any part or all of the Site at anytime and that We will not be liable to You (or to any third-party) for doing so, even if such modifications make it more difficult or impossible for You to interact with the Site or any Services You have ordered, acquired or paid for.

c. **Our Obligations.** You understand and agree that We may, without notice to You, access, preserve, and disclose any information provided by You (including, but not limited to details relating to Your User Account) if required to do so by law, or if, in Our reasonable judgment, such is reasonably necessary to: (a) comply with Your requests for assistance with the Site; (b) comply with legal process; or (c) address claims from third parties that any of the Services You have acquired or Your Content (or portions thereof) violate their rights.

9. Termination of Your Account.

a. **Termination by You.** You may cancel Your use of the Site at any time by providing notice to Us.

b. **Termination by Us.** You understand and agree that We may immediately terminate Your right to use the Site without notice to You under certain circumstances, including:

- i. breaches of this Agreement or Other Agreements;
- ii. requests by law enforcement, government agencies or court order;
- iii. security and technical issues or problems;
- iv. non-payment of any fees owed by You; or
- v. extended periods of inactivity.

c. **Effects of Termination.** You understand and agree that We will not be liable to You or any third party for any termination of Your right to use the Site. Upon termination, We may remove or delete any comments, reviews, ratings, or other information You have provided. We will have no further obligation to grant You any access to or use of the Site.

10. **Links and Dealings with Outside Parties.** We have no control over any links or other resources available to You via the Site. Your interaction with any third parties via the Site are solely between You and such parties. We are not responsible for the availability of such external resources, and do not endorse any content, advertising, products, or other materials on or available from such resources. We do not warrant any such third-party providers or any of their products or services. Any exchange of data or other interaction between You and a third-party provider, and any purchase or use by You of any product or service offered by such third-party provider, is solely between You and such third-party provider. You agree that We will not be liable, directly or indirectly for any loss or damage of any kind or nature arising out of or related to, or incurred in reliance upon, any such interactions, links, resources or content.

11. **Your Indemnification of Us.** You will indemnify, defend, and hold Us harmless from and against all liabilities, damages, and costs (including, but not limited to, reasonable attorneys' fees and all settlement costs) arising out of or related to a third party claim regarding: (i) Your (or anyone using Your User Account) infringement or misappropriation any Proprietary Rights; (ii) any of Your acts or omissions, including, but not limited to, Your misrepresentation of any information You provide to Us; (iii) anything arising out of or related to Your Content; or (iv) Your use of the Site in violation of this Agreement (including, but not limited to, Your breach of this Agreement). We reserve



the right, at Your expense, to assume the defense (if applicable) and control of any matter relating to Us, and You shall provide reasonable assistance with respect to such claims. You will not settle any matter relating to Us without Our prior written consent.

12. Representations and Warranties.

a. Your Representations and Warranties. You represent and warrant that:

- i. All of the information You provide to Us is correct;
- ii. You have all necessary right, power and authority to enter into this Agreement and to perform the acts required of You under this Agreement;
- iii. You will not harasses or causes distress or inconvenience to any person via the transmission of obscene or offensive material of any kind;
- iv. You will not disrupt the normal flow of any access to, or use of, the Site;
- v. You will not use the Site or any of the Services in a manner not permitted under this Agreement or in a manner that interferes with any websites or network resources operated by Us or any third-party;
- vi. You agree to comply with all applicable tax laws regarding the purchase of any materials obtained through the Site, and that compliance with such tax laws is Your responsibility and that of the providers of such materials, and not Our responsibility; and
- vii. You agree to comply with all local rules regarding online conduct.

b. Disclaimer of Warranties. YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

i. YOUR USE OF THE SITE IS AT YOUR SOLE RISK. THE SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND RELATING TO THE SITE OR TO ANY INFORMATION, PRODUCTS, OR SERVICES AVAILABLE THROUGH THE SITE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, WE DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, FOR ANY PRODUCTS OR SERVICES OFFERED VIA THIS SITE;

ii. WE MAKE NO WARRANTY THAT: (i) THE SITE WILL MEET YOUR REQUIREMENTS; (ii) THE SITE WILL BE TIMELY, SECURE, ERROR-FREE OR OPERATE IN AN UNINTERRUPTED FASHION; (iii) ANYTHING AVAILABLE THROUGH OR OBTAINED FROM THE SITE WILL BE ACCURATE, RELIABLE, OR USEFUL; AND (iv) ANY ERRORS WILL BE CORRECTED;

iii. ANY INFORMATION, PRODUCTS, SERVICES, OR OTHER ITEMS OBTAINED VIA THE SITE ARE PROVIDED TO YOU SOLELY AT YOUR RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY HARM TO YOU OR OTHERS, DAMAGE TO YOUR COMPUTER, SYSTEMS, OR OTHERWISE, OR LOSS OF DATA THAT RESULTS FROM ANYTHING OBTAINED VIA THE SITE; AND

iv. ONLY THE LIMITATIONS WHICH ARE ALLOWED AND LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU. OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW; AND

v. PRODUCT INFORMATION ACCESSED THROUGH THIS SITE IS PROVIDED BY THE PRODUCT'S PRODUCER, SUPPLIER, OR MANUFACTURER. YOU UNDERSTAND THAT PRODUCERS, SUPPLIERS, AND MANUFACTURERS MAY ALTER LABELS SUCH THAT ACTUAL PRODUCT PACKAGING AND MATERIALS MAY CONTAIN DIFFERENT INFORMATION THAN THAT SHOWN ON THIS SITE. WE DO NOT GUARANTEE THE ACCURACY, COMPLETENESS OR TIMELINESS OF ANY PRODUCT INFORMATION. YOU MAY NOT RELY SOLELY ON THE INFORMATION PRESENTED. YOU MUST READ LABELS, WARNINGS, AND DIRECTIONS BEFORE USING ANY PRODUCT. WE ASSUME NO LIABILITY FOR ANY INACCURACIES ABOUT PRODUCTS. YOU UNDERSTAND AND AGREE THAT CUSTOMER REVIEWS AND OTHER USER GENERATED CONTENT IS PROVIDED SOLELY FOR INFORMATIONAL PURPOSES AND IS NOT PROVIDED BY US. CUSTOMER REVIEWS ARE SOLELY THE INDIVIDUAL REVIEWER'S VIEWS.

vi. PRODUCT PRICING. PARTICIPATING MERCHANTS ARE SUBJECT TO CHANGE, AND ARE NOT GUARANTEED TO BE AVAILABLE AT ALL TIMES. TREC DOES NOT ASSUME RESPONSIBILITY OR LIABILITY FOR THE ACTIONS, PRODUCTS, LOCATIONS OR CONTENT OF ANY MERCHANT. YOU ACKNOWLEDGE AND AGREE THAT TREC IS NOT RESPONSIBLE FOR THE PRICING OF THE PRODUCTS, AND THE MERCHANTS ARE SOLELY RESPONSIBLE FOR SETTING THE PRICES FOR PRODUCTS AND REVIEWING THEIR ADVERTISING SECTION ON TREC FOR THE ACCURACY OF ITS CONTENT AND PRICING MAY CHANGE AT ANY TIME WITHOUT NOTICE.

13. Limitation of Liabilities. YOU EXPRESSLY UNDERSTAND AND AGREE THAT WE (INCLUDING ALL OF OUR SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES AND LICENSORS) SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, LOSS OF GOODWILL, LOSS OF USE, LOSS OF DATA OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) USE OR THE INABILITY TO USE THE SITE; (ii) THE COST OF OBTAINING SUBSTITUTE GOODS OR SERVICES; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SITE; (v) ANY INFORMATION, PRODUCT, OR SERVICE YOU OBTAIN THROUGH THE SITE; OR (vi) ANY OTHER MATTER RELATING TO THE SITE. THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

14. Copyright Disputes. We are dedicated to operating in accordance with the U.S. Copyright Law and ask You to comply as well. The Digital Millennium Copyright Act of 1998 ("DMCA") provides owners of copyrighted material who suspect that their rights under U.S. Copyright Law have been violated with certain remedies. One such remedy is contacting the Internet service provider's designated agent to report suspected infringements that appear on Web pages hosted by that Internet service provider.



a. If We receive a notification of suspected copyright infringement, and assuming the notification satisfies the requirements of the DCMA (discussed below), We may remove or prohibit access to such materials. However, You may submit to Us a counter-notice if you believe such notice of suspected copyright infringement was mistakenly filed.

b. We advise You to seek legal counsel if: (i) You believe Your copyrights have been infringed, or (ii) if a notice of copyright infringement has been filed against You. We will not be involved as a party to disputes over alleged copyright infringement and you agree to indemnify, defend and hold us harmless from and against any costs, damages or expenses (including reasonable attorney fees) We incur arising out of or related to any alleged or actual infringement involving You.

c. We reserve the right to terminate Your account or remove any content if We, in our sole discretion, believe the DMCA notification meets the criteria listed below.

d. Notification of Claimed Copyright Infringement.

i. If You believe Your copyrights have been infringed because of material appearing on a web page We host, you must file Your claim of infringement with Our designated agent via mail at the address below.

By Mail:
TREC
P.O. Box 664
Cross River, New York 10518

Alternatively, You may email Us with Your complaint of claimed infringement.

By Email: info@trec2go.com

ii. You must provide the following information in your written complaint to us in order for it to be valid under the DMCA:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material.
4. Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.
5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

iii. Elements 1-6 above are taken directly from 17 U.S.C. 512(c)(3). Please consult the DMCA for additional details on the information necessary for valid notification.

iv. Please note: Misrepresentations and false accusations of copyright infringement may subject You to damages including, but not limited to, fees incurred in blocking material, court costs, and attorneys' fees.

e. Counter-notification response to Claims of Copyright Infringement. You may file a counter-notification with Our designated agent. All such responses must be submitted to the address listed above in this section and must contain the following:

- i. A physical or electronic signature of the subscriber.
 - ii. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled.
 - iii. A statement under penalty of perjury that the subscriber has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled.
 - iv. The subscriber's name, address, and telephone number, and a statement that the subscriber consents to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if the subscriber's address is outside of the United States, for any judicial district in which the service provider may be found, and that the subscriber will accept service of process from the person who provided notification under subsection (c)(1)(C) or an agent of such person.
 - v. Elements (i) – (iv) above are taken directly from 17 U.S.C. 512(g)(3). Please consult the DMCA for additional details on the information necessary for valid notification.
 - vi. Please note: Misrepresentations and false responses to claims of copyright infringement may subject You to damages including, but not limited to, fees incurred in blocking material, court costs, and attorneys' fees.
 - vii. As provided by the DMCA, after receipt of a valid counter-notification, We may restore or re-enable access to removed material.
- f. Other Violations. Please contact us at any of the above addresses to report any other actual or potential violation of the Terms.



15. General Terms.



a. Entire Agreement. Except for the Other Agreements, this Terms of Site constitutes the entire agreement between Us and You regarding

the Site and supersedes any prior agreements between Us and You with respect to the Site.

b. Choice of Law. You and We agree that this Agreement will be governed by the law of the State of New York, USA, without regard to conflicts of law principles or provisions.

c. No Waiver. Our failure or Your failure to exercise or enforce any right or provision of this Agreement or the Other Agreements shall not constitute a waiver of the right or provision. If any provision of this Agreement or the Other Agreements is found by a court of competent jurisdiction to be invalid, then You agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and that the other provisions of this Agreement and the Other Agreements remain in full force and effect.

d. Force Majeure. Performance by any party of any obligation hereunder shall be excused if and for so long as such breach or failure to perform is caused by a force majeure event, and prompt notice thereof has been given to the other party. If any party fails to perform any duty or obligation hereunder as a result of a force majeure event, such party shall be required to fulfill its obligations hereunder within a reasonable time after the force majeure event ceases to exist.

e. No Assignment By You. You agree that Your rights under this Agreement are personal to You, and that You do not have the right to assign, transfer or convey (by operation of law or otherwise) this Agreement or any right or interest under this Agreement herein in whole or in part without Our prior written consent. Any attempt to do so shall be null and void.

f. We May Assign the Agreement. You understand that We may transfer ownership or operation of all or any part of the Site to another person, and You agree that if We do so We may assign Our rights and obligations under this Agreement to another person. You will remain bound by all of the terms and conditions of this Agreement following any such assignment by Us.

g. Our Right to Amend the Agreement. We have the right to amend the Agreement at any time without notice to You. You acknowledge and agree that if You use the Site following such an amendment, You will automatically be bound by all of the terms in the amended Agreement as if those terms were in the original Agreement accepted by You.

h. Survival. In the event of any termination or expiration of this Agreement for any reason, all provisions of this Agreement whose meaning requires them to survive shall survive the expiration or termination of this Agreement, including, but not limited to, Sections 3.b, 3.c, 3.e, 4, 5, 7.a, 8.c, 9, 10, 11, 12.b, 13, and 14.

i. Export Control Notice. Regardless of any disclosure made by You to Us of an ultimate destination or use of the Site or any Services, or other materials, products, goods, or services You obtain through the Site, You acknowledge and agree that such may be subject to the United States export control laws.

You acknowledge Your exclusive obligation to ensure that Your obtaining and use of any Services, materials, products, goods, or services are in compliance with the United States export control laws.

Privacy Policy

Effective 1-1-2017

1. Introduction

Your ("You" or "Your") privacy concerns are important to Dalcott Corp. d/b/a TREC® ("Us", "We" or "Our"), and protecting Your privacy and safeguarding Your information is one of Our highest goals. You need to know what information is being collected about You through Our website ("Site") and how Your information may be used. To that end, this Privacy Policy explains what information We may collect about You.

2. Collection of Information

In connection with Your use of the Site, You will provide the majority of the information We collect about You. For example, We may require You to provide certain information, including, but not limited to, Your name, mailing address, e-mail addresses, telephone number, language preference, and other personally identifiable information. Other information collected by Us may be provided automatically when You access the Site, such as observing Your use of the Site, through the use of cookies (described below), and may be obtained from other sources such as Our business partners. We do not require you provide personal information to visit our Web site; however, You may choose to provide Us with personal information through an email message, form, order checkout process, survey, registration process, etc. This information is used only to fulfill the stated purpose of Your communication, order, participation, or use of certain aspects of the Site.

3. No Collection of Children's Personal Information

Our Sites are intended for general audiences and commercial use. We do not knowingly collect any personal information from children under the age of 13. We reserve the right to delete any information We believe to be in violation of this Privacy Policy.

4. Use of Information

We automatically collect and store information about Your visit. The information We collect enables Us to refine and offer better services and information to You. We may share the information We collect about You with Our business partners. The types of information we collect include, but are not limited to:

- the date and time of Your visit;



- IP addresses;
- browser type, operating system, and language;
- the pages you visited; and

- the address of the Web site from which You came.

5. Cookies

When You visit the Site, We may place a text file called a "cookie" on Your computer's hard drive. A cookie is a small piece of information that a website can store on Your web browser, computer, or device and later retrieve. A cookie enables the Site to recognize You as a prior user, provides the Site with information regarding Your prior use and assists Us in determining what portions of the Site are most appropriate for You. Your Web browser may provide You with the ability to not accept cookies. However, in order to take full advantage of the Site, We recommend that You accept cookies from the Site.

6. Disclosure

We do not sell, license, lease or otherwise disclose Your information to any other parties; except that We may share Your information with our partners with Your consent. We also may disclose Your information when We believe, in good faith, that disclosure is reasonably necessary to comply with laws, law enforcement or court orders, or to protect the rights, property or safety of another person, including Our own property or rights. We will make every effort to discontinue the use of Your information as soon as practicable if requested in writing by You. We may need to retain information in Our archives and records to comply with law, resolve disputes, analyze problems, assist with any investigations, enforce Our policies, and take other actions otherwise permitted or required by law.

7. No Liability

We have made significant investments in protecting and safeguarding Your information. We continuously upgrade and enhance Our security measures as new tools, techniques and technology become available. However, We do not guaranty that any such information will not be misused or disclosed to third parties. We will not have any liability to You for any such misuse or disclosure. If You choose to purchase a product or service offered by another company, any information You share with that company will not be controlled by this Privacy Policy, You do so at Your own risk, and We have no liability to You. You understand that electronic communications may be accessed by unauthorized parties when communicated across the Internet, network communications facilities, or other electronic means. You agree that We are not responsible for any electronic communication and/or any of your data which may be lost, altered, intercepted or stored without authorization during the transmission of any data whatsoever across networks not owned and/or operated by Us.

8. Consent

By using the Site, You consent to the collection and use of Your information as set forth in this Privacy Policy. If We decide to change this Privacy Policy, which We may do at any time without notice to You, We will post those changes on this page. By continuing to use the Site after We have posted the changes, You agree to and accept such changes. You should periodically check the Site for changes to this Privacy Policy.

9. Additional Information

We welcome Your questions, comments and requests for additional information regarding privacy of the Site. You accept and agree to be bound this [Privacy Policy](#) and the Terms and Conditions of Use.

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