

Terms of Service

These Terms of Service, together with any documents and additional terms referenced herein (collectively the “Terms”), are entered into by and between WildTrack, Inc. (“WildTrack,” “we,” or “our”) and the organization or individual agreeing to these Terms (“you”). Please read these Terms carefully as they govern your use of our website located at WildTrack.org and all associated sites and any of our products or services, mobile applications, and other business tools and consulting services, including our footprint identification technology and associated image database (collectively or individually, the “Service”).

These Terms are effective on the earliest of: (a) the date you click a button indicating your agreement with these Terms; or (b) your use of the Service.

1. Service.

- a. **Eligibility Requirements.** The Service is offered and available to users who are 16 years of age or older. By using the Service, you represent and warrant that you are of legal age to form a binding contract with WildTrack and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Service.
- b. **Modification or Discontinuation of the Service.** WildTrack may add, modify or discontinue any feature, functionality or any other tool, within the Service, at its own discretion and without further notice, however, if WildTrack makes any change in the core functionality of the Service that, in its sole discretion, is materially adverse, then WildTrack will notify you by posting an announcement on via the Service or by sending you an email.
- c. **Future Features and Functionality.** You hereby acknowledge that your use of the Service is not contingent on the delivery by us of any future release of any functionality or feature. The Service may update automatically when a new version is available.

2. **Account Registration and Security.** To access the Service, you may be asked to provide certain registration details or other information. You agree to provide us information that is correct, current, and complete. 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 agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security.

3. Intellectual Property Rights.

- a. **Our Intellectual Property.** The Service and its entire contents, features, and functionality, including service marks, any and all related technology and any modifications, enhancements or derivative works thereof (collectively, “WildTrack Materials”) are the property of WildTrack, its licensors, or other providers of such material, and may be protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws and treaties. You agree to abide by all applicable copyright and other laws, as well as any additional copyright notices or restrictions contained in the Service. You agree to notify WildTrack immediately upon becoming aware of any claim that the Service infringes upon any copyright, trademark, or other contractual, statutory, or common law rights. As between you and WildTrack, WildTrack retains all right, title and interest, including all intellectual property rights, in and to the WildTrack Materials.
- b. **Use Restrictions.** Except as expressly permitted in these Terms, you may not, and shall not allow any third party to: (i) give, sell, rent, lease, timeshare, sublicense, disclose, publish, assign, market, resell, display, transmit, broadcast, transfer or distribute any

portion of the Service to any third party, including, but not limited to your affiliates, or use the Service in any service bureau arrangement; (ii) circumvent, disable or otherwise interfere with security-related features of the Service or features that prevent or restrict use or copying of any content or that enforce limitations on use of the Service; (iii) reverse engineer, decompile or disassemble, decrypt or, attempt to derive the source code of, the Service, or any components thereof; (iv) copy, modify, translate, patch, improve, alter, change or create any derivative works of the Service, or any part thereof; (v) take any action that imposes or may impose (at WildTrack's sole discretion) an unreasonable or disproportionately large load on the WildTrack's infrastructure or infrastructure which supports the Service; (vi) interfere or attempt to interfere with the integrity or proper working of the Service, or any related activities; (vii) remove, deface, obscure, or alter WildTrack's or any third party's identification, attribution or copyright notices, trademarks, or other proprietary rights affixed to or provided as part of the Service; (viii) use the Service for competitive purposes, including to develop or enhance a competing service or product; or (ix) encourage or assist any third party to do any of the foregoing. If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Service in breach of the Terms, your right to use the Service will stop immediately and you must, at our option, return or destroy any copies of the materials you have made.

- c. **Additional Prohibited Uses.** You agree not to use the Service: (i) 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); (ii) for the purpose of 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; (iii) to impersonate or attempt to impersonate WildTrack, an WildTrack employee, another user, or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing); (iv) to send, knowingly receive, upload, download, use or re-use any material that does not comply with these Terms, (v) to engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Service, or which, as determined by us, may harm WildTrack or users of the Service, or expose them to liability; or (vi) disclose in any manner geolocation data and/or geo-sensitive metadata provided via the Service that may allow any animal to be located and/or put at risk of harm in any way.

4. User Content and Personal Information.

- a. **User Content.** User Data is any data, information, file attachments, text, images, reports, or any other content, that is uploaded or submitted, transmitted or otherwise made available, to or through the Service by you or any user and is processed by WildTrack on your behalf ("User Content"). You own all right, title, and interest in and to User Content, including all related intellectual property rights. You hereby grant WildTrack a non-exclusive, royalty-free, transferable, sub-licensable, irrevocable, worldwide, perpetual license to host, use, distribute, modify, run, copy, analyze, publicly perform or display, translate, and create derivative works of your User Content. WildTrack may remove any User Content that we believe violates these Terms, or if we are permitted or required by law to do so.
- b. **Personal Information.** "Personal Information" is any personal information that is uploaded or submitted, transmitted or otherwise made available, to or through the Service by you or any user and is processed by WildTrack on your behalf. By submitting Personal Information, you hereby grant WildTrack a worldwide, royalty-free, paid-up, non-exclusive, perpetual and irrevocable right and license to de-identify all Personal Information and create derivative works of the de-identified data set and to use, copy,

own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other user of the Service, or by anyone who may be informed of any of its contents.

7. **Third-Party Products and Services.**

- a. The Service may include content provided by third parties, including materials provided by other users, bloggers, and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by WildTrack, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of WildTrack. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.
- b. You may install or enable third party services for use with the Service, such as online applications or offline software products (“Third-Party Services”). Any use by you of such Third Party Services is solely the responsibility of you and the third-party provider. You acknowledge that such third party providers may have access to User Content and/or Personal Information in connection with the interoperation and support of such Third Party Services with the Service. To the extent you authorize the access or transmission of User Content and/or Personal Information through a Third Party Service, WildTrack shall not responsible for any use, disclosure, modification, or deletion of such Customer Data or for any act or omission on the part of the third party provider or its service.

8. **Information About You and Your Visits to the Service.** All information we collect on the Service is subject to our Privacy Policy. By using the Service, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

9. **Links from the Service.** If the Service contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to the Service, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

10. **Confidentiality.**

- a. **Definition of Confidential Information.** During the course of performance under these Terms, each party may make available to the other party information that is not generally known to the public and at the time of disclosure is either identified as, or should reasonably be understood by the receiving party to be, proprietary or confidential (the “Confidential Information”). Confidential Information specifically includes, but is not limited to, the Service, business plans, product plans and roadmaps, strategies, forecasts, projects and analyses, financial information and fee structures, business processes, methods and models, technical documentation, and geolocation data and/or geo-sensitive metadata. Confidential Information does not include information that (a) is or becomes publicly available without breach of these Terms by the receiving party; (b) was known to the receiving party prior to its disclosure by the disclosing party; (c) is or was independently developed by the receiving party without the use of any Confidential Information of the disclosing party; or (d) is or was lawfully received by the receiving party from a third party under no obligation of confidentiality.
- b. **Protection of Confidential Information.** Except as otherwise expressly permitted under these Terms, with the express prior written consent of the disclosing party, or as required

by law, the receiving party will not disclose, transmit, or otherwise disseminate to a third party any Confidential Information of the disclosing party. The receiving party will use the same care and discretion with respect to the Confidential Information received from the disclosing party as it uses with its own similar information, but in no event less than a reasonable degree of care. The receiving party may disclose the disclosing party's Confidential Information to its employees, Affiliates, consultants, subcontractors, agents, or advisors who have a strict need to access the Confidential Information for the purpose of performing under these Terms and only to those who are obligated to maintain the confidentiality of such Confidential Information upon terms at least as protective as those contained in these Terms. Either party may disclose the terms of these Terms to potential parties to a bona fide fundraising, acquisition, or similar transaction solely for purposes of the proposed transaction, provided that any such potential party is subject to written non-disclosure obligations and limitations on use no less protective than those set forth herein.

- c. **Compelled Disclosure.** The receiving party may access and disclose Confidential Information of the disclosing party if legally required to do so in connection with any legal or regulatory proceeding; provided, however, that in such event the receiving party will, if lawfully permitted to do so, notify the disclosing party within a reasonable time prior to such access or disclosure so as to allow the disclosing party an opportunity to seek appropriate protective measures. If the receiving party is compelled by law to access or disclose the disclosing party's Confidential Information as part of a civil proceeding to which the disclosing party is a party, the disclosing party will reimburse the receiving party for the reasonable costs of compiling and providing secure access to such Confidential Information. Receiving party will furnish only that portion of the Confidential Information that is legally required to be disclosed, and any Confidential Information so disclosed shall maintain its confidentiality protection for all purposes other than such legally compelled disclosure.

11. **Disclaimer of Warranties.**

THE SERVICE AND ALL INFORMATION, CONTENT, MATERIALS, AND OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SERVICE ARE PROVIDED BY WILDTRACK ON AN "AS IS" AND "AS AVAILABLE" BASIS, UNLESS OTHERWISE SPECIFIED IN WRITING. WILDTRACK MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SERVICE, OR THE INFORMATION, CONTENT, MATERIALS, OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SERVICE, UNLESS OTHERWISE SPECIFIED IN WRITING. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK.

TO THE FULL EXTENT PERMISSIBLE BY LAW, WILDTRACK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WILDTRACK DOES NOT WARRANT THAT THE SERVICE, INFORMATION, CONTENT, MATERIALS, OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SERVICE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. TO THE FULL EXTENT PERMISSIBLE BY LAW, WILDTRACK WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THE SERVICE, OR FROM ANY INFORMATION, CONTENT, MATERIALS, OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SERVICE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, UNLESS OTHERWISE SPECIFIED IN WRITING.

12. **Indemnification.** You agree to defend, indemnify, and hold harmless WildTrack, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms or your use of the Service, including, but not limited to, your User Content and Personal Information, Feedback, any use of the Service's or Websites' content, services, and products other than as expressly authorized in these Terms, or your use of any information obtained from the Service or Websites.
13. **Limitation on Liability.**
- a. TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COLLECTIVE LIABILITY OF THE COMPANY AND ITS SUBSIDIARIES AND AFFILIATES, AND THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS, TO ANY PARTY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED \$100. THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.
 - b. IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, REVENUES, OR LOSS OF USE, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.
 - c. You acknowledge that in connection with the Service, information will be transmitted over local exchange, interexchange and internet backbone carrier lines and through routers, switches and other devices owned, maintained and serviced by third party local exchange and long distance carriers, utilities, internet service providers and others, all of which are beyond the control and jurisdiction of WildTrack. Accordingly, WildTrack assumes no liability for or relating to the delay, failure, interruption or corruption of any data or other information transmitted in connection with use of the Service.
14. **Export Compliance.** The Service may be subject to export laws and regulations of the United States and other jurisdictions. Customer represents that neither it nor any of its users are named on any U.S. government denied-party list. Customer shall not permit any user to access or use any Service in a U.S.-embargoed country or region or in violation of any U.S. export law or regulation. Customer and its users shall not use the Service to export, re-export, transfer, or make available, whether directly or indirectly, any regulated item or information to anyone outside the U.S. in connection with these Terms without first complying with all export control laws and regulations that may be imposed by the U.S. Government and any country or organization of nations within whose jurisdiction Customer operates or does business.
15. **Geographic Restrictions.** The owner of the Service is based in the United States. We make no claims that the Service or any of its content is accessible or appropriate outside of the United States. Access to the Service may not be legal by certain persons or in certain countries. The Service and any use of the Service is void where prohibited. If you access the Service from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.
16. **Miscellaneous.**

- a. **Governing Law and Jurisdiction.** By accessing and using the Service, you agree that the statutes and laws of the State of North Carolina, without regard to conflicts of laws principles thereof, will apply to all matters arising from or relating to use of the Service, except where preempted by the federal laws of the United States of America, in which case such U.S. federal law will apply. You also agree and hereby submit to the exclusive personal jurisdiction and venue of any state court in the State of North Carolina, with respect to such matters.
- b. **Arbitration.** At WildTrack's sole discretion, it may require you to submit any disputes arising from these Terms or use of the Service, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Delaware law.
- c. **Limitation on Time to File Claims.** ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.
- d. **Notice.** WildTrack may give general notices related to the Service that are applicable to all users by email, text, in-app notifications, or by posting them on the WildTrack website or through the Service and such electronic notices shall be deemed to satisfy any legal requirement that such notices be made in writing. Notices to WildTrack must be sent to info@wildtrack.org.
- e. **Relationship of the Parties.** The parties are and shall be independent contractors with respect to all services provided under these Terms. These Terms do not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties. There are no third-party beneficiaries to these Terms.
- f. **Force Majeure.** WildTrack shall not be liable for delayed or inadequate performance of its obligations hereunder to the extent caused by a condition that is beyond WildTrack's reasonable control, including, without limitation, civil disturbance, acts of terrorism or war, labor conditions, governmental actions, interruption or failure of the Internet or any utility service, failures of third-party hosting services, and denial of service attacks (each, a Force Majeure Event"). WildTrack shall be relieved from its obligations as long as the Force Majeure Event lasts and hinders the performance of said obligations. WildTrack shall promptly notify you and make reasonable efforts to mitigate the effects of the Force Majeure Event.
- g. **Modifications.** WildTrack may revise these Terms from time to time by posting the modified version on its website or via the Service. If, in WildTrack's sole discretion, the modifications proposed are material, WildTrack shall provide you with notice in accordance with Section 16(d), at least fifteen (15) days prior to the effective date of the modification being made. By continuing to access or use the Service after the posted effective date of the modifications to these Terms, you agree to be bound by the revised version of these Terms.
- h. **Waiver and Severability.** No waiver by WildTrack of any term or condition set out in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of WildTrack to assert a right or provision under these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated

or limited to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect.

- i. **Entire Agreement.** These Terms constitute the sole and entire agreement between you and WildTrack regarding the Service and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Service.

Last Modified: February 14, 2023

EXHIBIT A
COPYRIGHT POLICY

It is the policy of WildTrack, Inc. (“WildTrack”) to respond to claims of infringement in compliance with the Digital Millennium Copyright Act of 1998 (“DMCA”). If you believe that any content appearing on the Service, including content created and/or displayed by us or other material provided through a link, infringes your copyright, you should notify us in accordance with the procedure set forth below.

To be effective, the notification must be in writing and contain the following information:

1. Identify the copyrighted work that you claim has been infringed;
2. Identify the material that is claimed to be infringing and where it is located on the Service;
3. Provide reasonably sufficient information to permit us to contact you, such as your address, telephone number, and, e-mail address;
4. Provide a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law;
5. Provide a statement, made under penalty of perjury, that the above information is accurate, and that you are the copyright owner or are authorized to act on behalf of the owner; and
6. Provide an electronic or physical signature of a person authorized to act on behalf of the copyright owner;
7. Deliver the DMCA Notice, with the above information completed, to our Designated DMCA Agent with “DMCA Takedown Request” in the subject line to:

WildTrack, Inc.
Box 90328
Duke University
Durham, NC 27708-0328

UNDER FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT ONLINE MATERIAL IS INFRINGING, YOU MAY BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY AND CIVIL PENALTIES, INCLUDING MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS’ FEES.

Please be aware that this procedure is only for notifying us that your copyrighted material has been infringed. The preceding requirements are intended to comply with our rights and obligations under the DMCA, including 17 U.S.C. §512(c), but do not constitute legal advice.

In accordance with the DMCA and other applicable law, we have adopted a policy of terminating, in appropriate circumstances, users who are deemed to be repeat infringers. We may also limit access to the Service and/or terminate the accounts of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.