ROOM TO ROAM

SPOT ON™

VIRTUAL SMART FENCE

QUICK START GUIDE

WELCOME!

Dear SpotOn Virtual Smart Fence™ Owner,

Congratulations and welcome to the SpotOn family! You've made a wise decision to invest in the only virtual fence system that keeps your dog safe and happy both at home and when you're on the go.

Only SpotOn:

- Uses three different global navigation satellite systems and cellular technology to keep your dog safe anywhere in the world.
- Gives you 100% flexibility to create custom Virtual Smart Fences™ wherever and whenever you want.
- Provides instant smartphone notifications and GPS tracking* if your dog ever escapes a Virtual Smart Fence.

This brief Quick Start Guide has been provided to ensure your initial SpotOn experience is trouble-free. We encourage you to use this guide together with the training materials at SpotOnCollar.com to give you a comprehensive understanding of how your new SpotOn system works.

If you have any problems or questions, visit our website at SpotOnCollar.com/support or call us directly at 603-488-1504 and we'll get you back on track quickly.

We wish you and your dog many happy adventures.

Sincerely,
The SpotOn Team

* Notifications and tracking require a cellular subscription and cellular connectivity

HELPFUL HINTS AND CAUTIONS

- The SpotOn collar is shipped without the contact points installed and the static correction level set to zero. If you are training with Plans B or C, view the online training video, *The Use of Static Correction*, to determine the lowest effective correction level.

- Do not attach a leash to the SpotOn collar or use it to physically restrain your dog as it may irritate your dog's neck and/or damage the collar. If a leash is required, attach it to a conventional collar fitted to your dog's neck below the SpotOn collar.

- Once tracking is activated, your SpotOn Collar's screen will double as an identification tag. Ensure your dog's name and owner contact details are up-to-date in the app.

- Pets should be properly trained before being left unattended inside a Virtual Smart Fence. If you are unsure your dog is ready, take the Passport Quiz at SpotOnCollar.com.

- If a map is activated, the Bluetooth connection will not function. To use Bluetooth, deactivate your map.

- Do not create a Virtual Smart Fence within 15 feet of a hazardous area, such as a street.

- *Track My Pet* and *Compass* features impact the collar's battery performance.

- Always remove the SpotOn Collar from your dog as soon as he enters the house or when it is not in use to help prevent irritation.

- If the collar is too loose or too tight, the contact points can irritate your dog's neck. Contact points should be cleaned regularly with a damp cloth or removed and cleaned in warm, soapy water.

- Frequently inspect your dog's neck. If you notice irritation from the SpotOn Collar, temporarily discontinue use until the irritation has subsided.

- The SpotOn Collar is waterproof to IP67 standards. Before exposing to wet environments, inspect the collar for nicks, cuts, cracks, or other damage that could enable water intrusion. Rinse collar with tap water after exposure to salt or chlorine water.

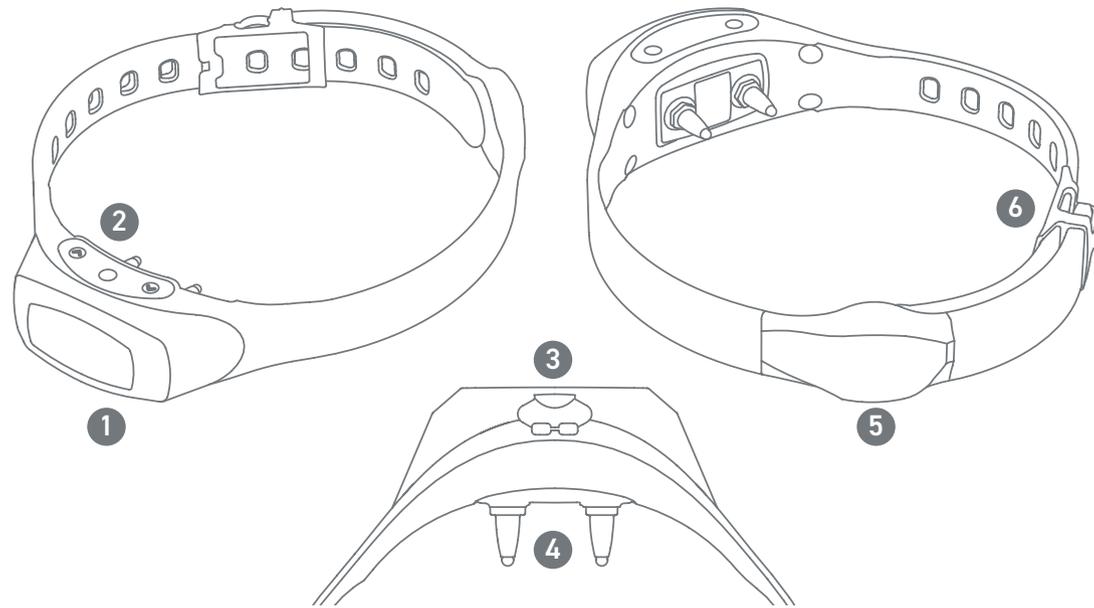- For an electronic version of this guide and more helpful hints, visit SpotOnCollar.com.

INSIDE THE BOX
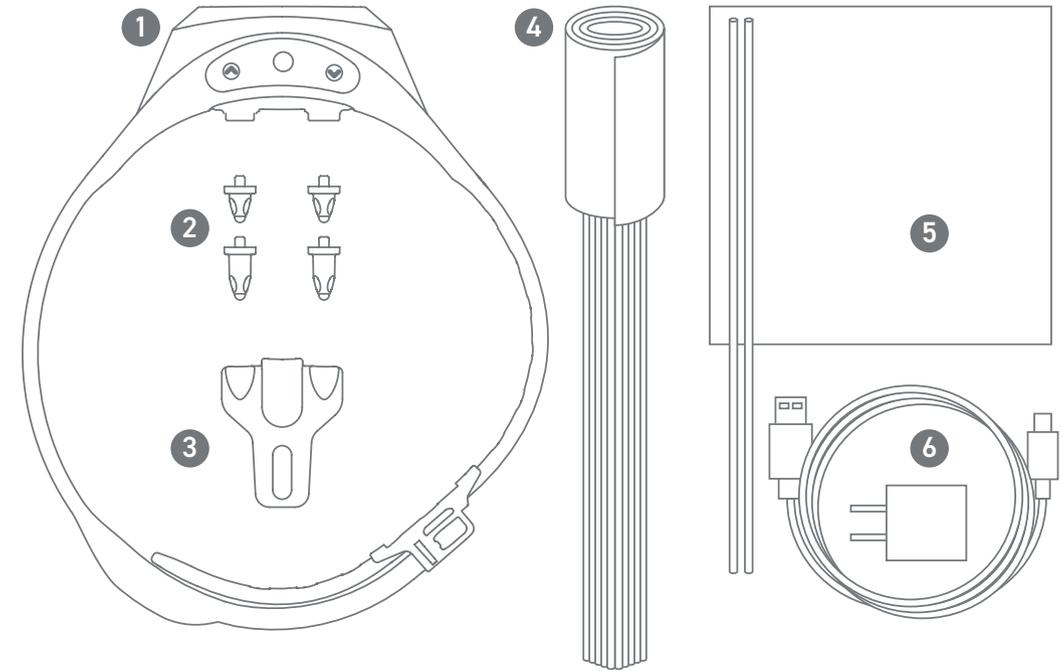
1. SpotOn Smart Collar™
2. 2 Sets of Contact Points
3. Contact Point Tester/Insertion Tool
4. 50 Training Flags
5. Training Target and Stakes
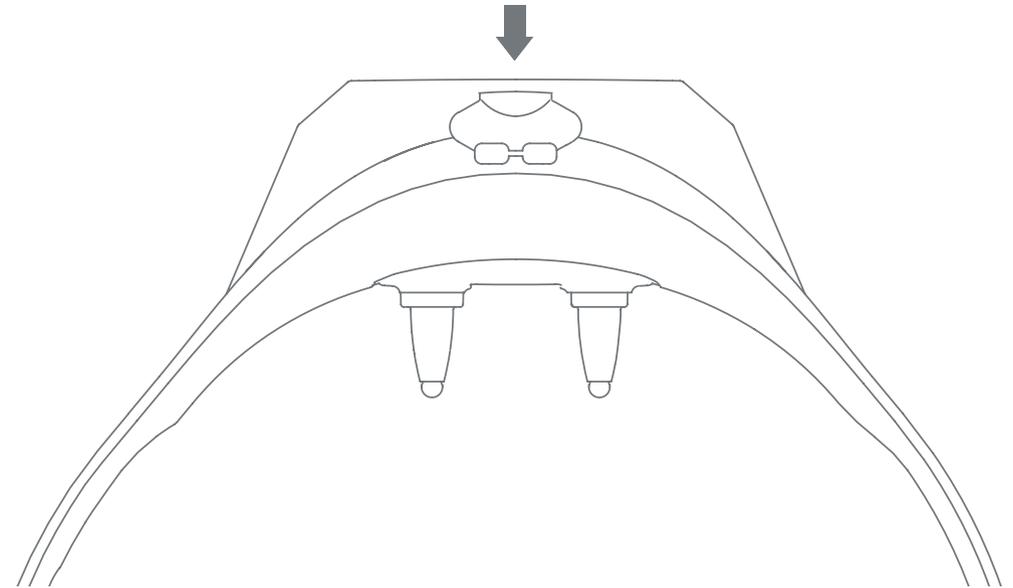6. Wall Charger and USB Cable

A CLOSER LOOK AT YOUR SpotOn SMART COLLAR™

1. Multi-Color OLED Display
2. ON/OFF & Menu Selector Buttons
3. Battery Charging Port
4. Contact Points
5. GPS Antenna
6. Collar Clasp

QUICK START GUIDE

STEP 1: CHARGE YOUR SMART COLLAR'S BATTERY

Before setting up your SpotOn system, charge the Smart Collar's battery to 100%. This takes about an hour. The charging port is located on the underside of the collar, as shown above. Simply plug one end of the USB cable into the collar's charging port, and the other end into a computer USB jack or the wall charger provided.

STEP 2: CREATE A SpotOn ACCOUNT

SpotOn smartphone apps are available for both iOS and Android devices. The app allows you to register your collar, receive notifications, view maps, and access training features. Follow these steps to get started:

1. Download and install the free mobile app for your smartphone at either the Apple or Google Play stores.

2. Open the app and tap CREATE ONE! to create an account.

3. Enter your information and tap CREATE ACCOUNT.

4. Visit your email inbox and activate your account. If you do not receive an email, be sure to check your spam/junk folder.

STEP 3: REGISTER YOUR SMART COLLAR

The first time you log into the SpotOn app, you'll be prompted to register your collar.

Follow these steps:

1. Enter your dog's name, gender, and birth date.

2. Enter your contact phone number, 8-digit Collar ID located on the back of your Smart Collar, and select a color to represent your dog's icon on the app's map screens.

3. Add a photograph of your dog.

4. Click the check mark in the upper right corner of the screen.

Your SpotOn Smart Collar is now registered!

Note: if the collar is registered before tracking is activated, a generic home screen will appear on the collar until tracking activation is complete.

Helpful Hints:

- While cell connectivity isn't required to set up and use your Virtual Smart Fence, for a small monthly fee, it's a lifesaver. The SpotOn Smart Collar uses a subscription-based cellular connection to give you instant access to your dog's location at any time.

- Invite other family members to create maps, track your pup, and receive notifications. In Account Settings, select FAMILY MEMBER ACCESS and enter email addresses for the family members you would like to invite— their accounts will automatically be linked to your dog's collar.

STEP 4: GETTING STARTED WITH THE APP

When you are logged into the SpotOn app, you will see the **Home Screen**, which has the following options:
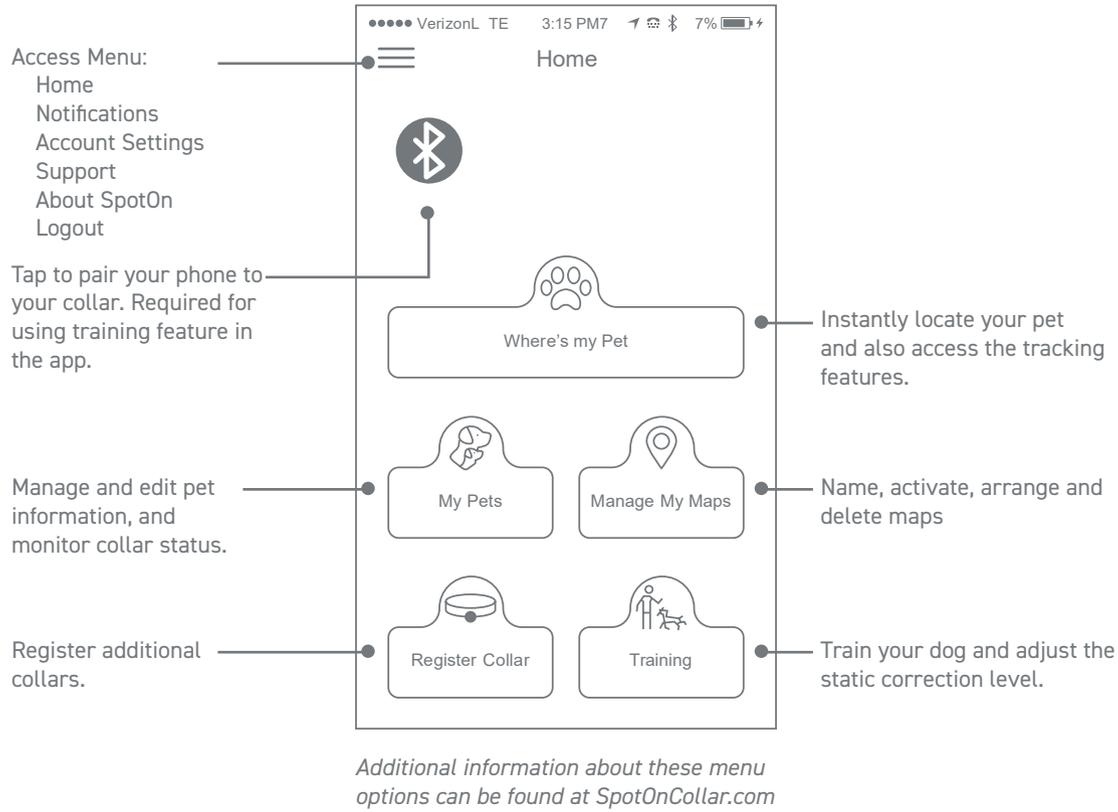
Once the collar has been turned on and is operating (see next page), selecting "Where's my Pet" on the home screen gives you the location of your pet(s).

Access Menu:
    Home
    Notifications
    Account Settings
    Support
    About SpotOn
    Logout

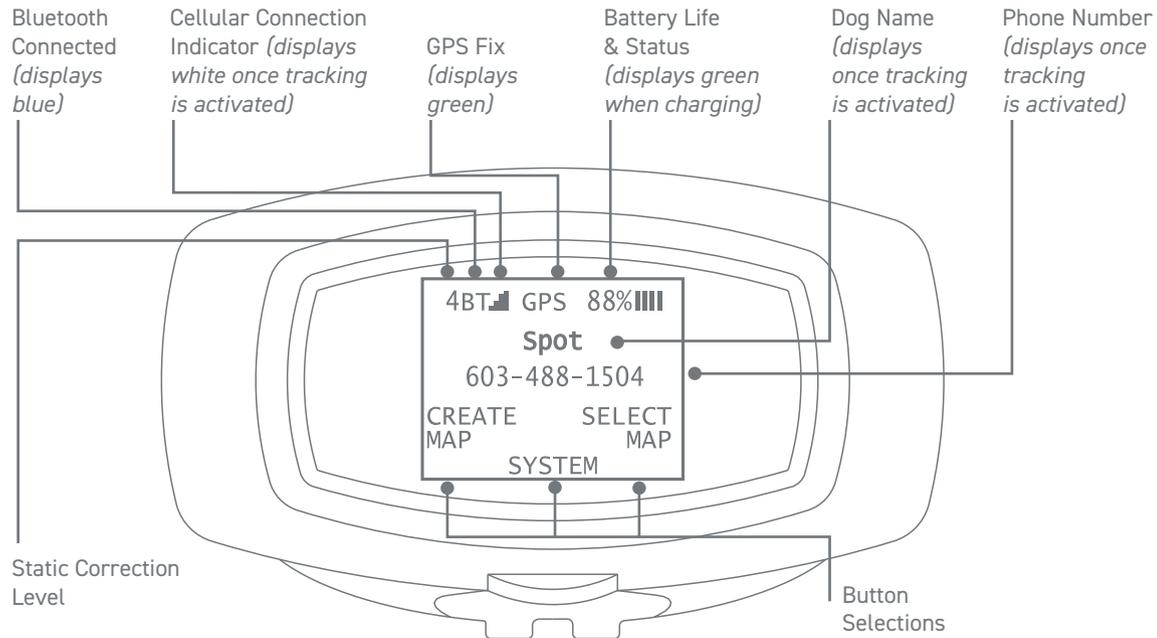Tap to pair your phone to your collar. Required for using training feature in the app.

Instantly locate your pet and also access the tracking features.

Manage and edit pet information, and monitor collar status.

Name, activate, arrange and delete maps

Register additional collars.

Train your dog and adjust the static correction level.

Additional information about these menu options can be found at SpotOnCollar.com

Slide to view safe zone of an activated Map

Refresh the location information

If you zoom in, an off-screen indicator tells you where your other pets, if any, are located

Choose graphical mode or satellite imagery

Get driving directions to your pet

Access "Where's my Pet" / location information refresh

Track your pet by getting a location status update every 6 seconds

Access the Home screen

Track your pet using the Compass mode (good for off road or wooded areas)

STEP 5: GETTING STARTED WITH THE COLLAR

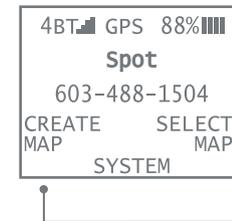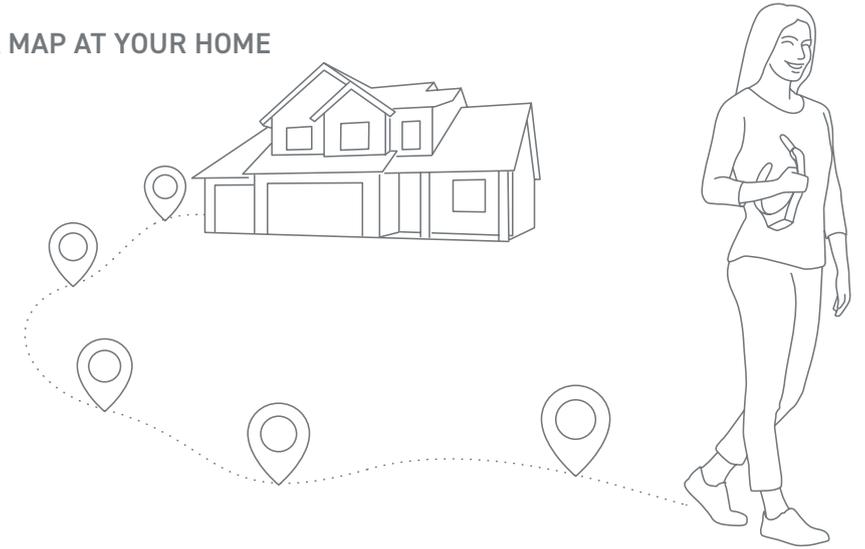1. Press and hold the POWER (ENTER) button until you see the SpotOn logo and release (about 2 seconds). The screen will then display *Searching for Cellular Network*. This message will disappear after a few seconds and be replaced by your dog's name and the contact phone number you entered in the smartphone app (if tracking has not been activated, a generic sreen will appear).

2. You will then see the **Home Screen** which has the following information and options:

Left Naviagation Button

Power/Enter Button

Right Naviagation Button

Bluetooth Connected *(displays blue)*

Cellular Connection Indicator *(displays white once tracking is activated)*

GPS Fix *(displays green)*

Battery Life & Status *(displays green when charging)*

Dog Name *(displays once tracking is activated)*

Phone Number *(displays once tracking is activated)*

```
4BT◢ GPS  88%▮▮▮▮
        Spot
    603-488-1504
CREATE        SELECT
MAP              MAP
        SYSTEM
```

Static Correction Level

Button Selections

STEP 6: CREATE A MAP AT YOUR HOME

```
4BT◢ GPS  88%▮▮▮▮
        Spot
    603-488-1504
CREATE        SELECT
MAP              MAP
        SYSTEM
```

1. On the **Home Screen**, press the left navigation button to select CREATE MAP.

2. Following the instructions on the collar, go outside, holding the collar with the GPS antenna at chest height, and wait for it to acquire a GPS signal. In an area with no obstructions (i.e. buildings, trees, etc.), this process normally takes less than 60 seconds. When the collar has acquired satellite connection, the letters GPS will turn from red to green on the display screen.

```
4BT◢ GPS  88%▮▮▮▮

  SELECT METHOD


CIRCLE      CUSTOM
      MANUAL
```
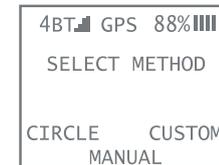
3. From the collar menu, press the right navigation button to select CUSTOM.

4. While holding the collar at a comfortable chest height with GPS antenna facing up, walk a path around the area in your yard where you'd like your dog to stay.

```
┌─────────────────────┐
│ 4BT▮ GPS  88%▮▮▮▮    │
│                     │
│       WALK          │
│                     │
│ **********          │
│ PAUSE          END  │
└─────────────────────┘
```

5. When you are close to your starting point but have not crossed it, close the perimeter by pressing the   right navigation button to select END from the collar's menu. Ending the map close to the original starting point ensures the creation of a closed perimeter.
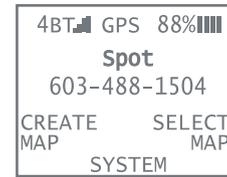
```
┌─────────────────────┐
│ 4BT▮ GPS  88%▮▮▮▮    │
│                     │
│      SAVE?          │
│      Map 1          │
│                     │
│ NO             YES  │
└─────────────────────┘
```

6. The collar will prompt you to save the map. Press the right navigation button to select YES and save your map to the Smart Collar's memory.

Helpful Hints:

·   When creating a map, if you select END at any point prior to returning to your start position, SpotOn will automatically *snap* a virtual line between your current location and the start position ensuring your Virtual Smart Fence always has a closed shape.

·   The collar also has a Pause mode, perfect for tricky or irregular terrain. For more details on how to use Pause mode, visit SpotOnCollar.com.

·   When creating maps, do not walk within 15 feet of buildings or overhead structures to avoid deterioration of GPS signal and accuracy of the Virtual Smart Fence.

·   We do not recommend creating maps of less than 80 feet at their narrowest location, in urban areas with tall buildings, or in dense woods because the accuracy can be diminished in these conditions.

·   Your Smart Collar enables you to create convenient circular Virtual Smart Fences. It's important that your dog has been properly trained before using this feature. Please see our training video, *Taking SpotOn with You*, for help on creating a circular fence.

·   To create a Virtual Smart Fence from which your dog can enter or leave the house without getting an audible alert or static correction, be sure to create the fence so that all or most of your home is within the Virtual Smart Fence.

STEP 7: ACTIVATE A SAVED VIRTUAL SMART MAP

The SpotOn collar stores up to 10 custom maps you can recall for different locations. Follow these steps to select and activate a saved map on the collar:

```
┌─────────────────────┐
│ 4BT▮ GPS  88%▮▮▮▮    │
│        Spot         │
│     603-488-1504    │
│                     │
│ CREATE      SELECT  │
│ MAP            MAP  │
│       SYSTEM        │
└─────────────────────┘
```

1. Turn the collar on.

2. On the collar's **Home Screen**, press the right menu button to choose SELECT MAP.

3. Use the right and left navigation buttons to scroll through the list to the desired map.

4. Press the collar's ENTER button to select the map.

5. Press the ENTER button again to choose ACTIVATE.

6. The collar's screen will display your selected map by number (or name if you have named it within the app)

Follow these steps to activate a saved map from your phone:
(tracking must be activated)

1.   On the home screen select MANAGE MY MAPS.

2.   Choose the map you would like to activate.

3.   Select ACTIVATE MAP (bottom right corner).

Your custom Virtual Smart Fence is now active and ready for use.

Helpful Hint:

You can store up to 10 maps at one time. On the collar's menu system, maps are identified by numbers 1 through 10. However, you can use the smartphone app to assign each map a name (e.g. *Home*, *Beach House*, *Campground*, etc.).

STEP 8: FITTING THE COLLAR

Collar fit is very important to both the effectiveness of SpotOn and the comfort and safety of your dog. Follow these steps to ensure a proper fit:

1. Undo the clasp and place the collar around dog's neck to gauge the fit.

2. Unfasten the buckle, slide it to a location that feels appropriate for your dog's neck size, and snap the buckle into the nearest hole.

3. The collar should fit snugly and allow you to comfortably fit two fingers between the collar and your dog's neck next to the static contact points. Once you have the proper fit on your dog, tuck the excess strap underneath. Ensure that the digital display is facing the ground and the GPS antenna is on the back of the dog's neck facing the sky.

Helpful Hint
If you choose to use static correction with your dog, it is best to test the static correction points before first use. To perform this simple test, place the contact point tester on the contact points and firmly press to snap in place. Activate static correction by crossing the boundary of a map you have created, or by using the App in training mode. If static correction is active you will see an orange glow within the tester. The tester can also be used to loosen or tighten the contact points.

COMING INDOORS

Remove the SpotON collar from your dog and plug it in. Do not shut it off—just plug it into the charger provided. The Smart Collar will go to sleep, and the next day, when you unplug it and wake it up, it will be ready to use, having retained the previously used map, and be able to quickly acquire the GPS satellites.

If you want to turn the SpotOn Collar off, simply press the center POWER/ENTER button for 3 seconds and release. You will see *Shutdown?* on the display. Press the right arrow to select YES. The Collar will execute a power-down sequence and shut off. Once powered down, the collar will need to reacquire GPS and cellular connectivity upon startup.

STEP 9: CHOOSE THE RIGHT TRAINING PROGRAM

Training is critical to the success of your SpotOn system—and to the happiness and safety of your dog.

1. Visit SpotOnCollar.com and choose a training program that is best-suited for you and your dog. Taking the time to do this correctly will ensure your dog remains safe and stress-free.

2. Your training program should start at home. Make sure your dog understands how the SpotOn system works (i.e. tones and optional static corrections) before using it in an unfamiliar location.

3. Do not leave your dog unattended inside any SpotOn Virtual Smart Fence until he has been properly trained.

4. Need help determining if your dog is trained properly? Take our Passport Quiz on SpotOnCollar.com.

REGULATORY
The SpotOn Virtual Smart Fence regulatory information can be accessed through the collar's Home Screen. On the Home Screen, follow the process below.

Step 1: Select SYSTEM | Step 2: Select ABOUT SPOTON | Step 3: Select MORE

The follwing information will be displayed: **FCC ID: 2APPWSO1 Includes FCC ID: XPY1CGM5NNN | IC: 24233-OPSVSF01**

This device complies with Industry Canada's license-exempt RSSs. Operation is subject to the following two conditions: (1) This device may not cause interference; and (2) This device must accept any interference, including interference that may cause undesired operation of the device.

WARNING
SpotOn has been tested and meets applicable limits for human radio frequency (RF) exposure per the FCC.

Specific Absorption Rate (SAR) refers to the rate at which the human body absorbs RF energy. The SAR limit is 1.6 watts per kilogram in countries that set the limit averaged over 1 gram of tissue. During SAR testing, SpotOn radios are set to their highest transmission levels and placed in positions that simulate typical worst-case use conditions when near the body of a person.

This device complies with part 15 of the FCC Rules. Operation is subject to the following two conditions: (1) This device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation. See 47 CFR Sec. 15.19.

OnPoint Systems, LLC has not approved any changes or modifications to this device by the user. Any changes or modifications could void the user's authority to operate the equipment. See 47 CFR Sec. 15.21.

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OPS' SPOTON VIRTUAL SMART FENCE™ HAS BEEN DESIGNED WITH THE MOST ADVANCED, RELIABLE COMPONENTS AND BEST PRACTICES

KNOWN. NO COLLAR, OR FOR THAT MATTER NO FENCE, PHYSICAL OR VIRTUAL, CAN COMPLETELY PREVENT A DOG FROM ESCAPING A CONTAINMENT AREA, OR PREVENT PERSONS OR OBJECTS FROM ENTERING A CONTAINMENT AREA AND HARMING, OR TAKING A DOG, AND OPS IS NOT RESPONSIBLE FOR SUCH OCCURRENCES. FURTHERMORE, OPS IS NOT RESPONSIBLE FOR HARM, INCLUDING DEATH, THAT MAY OCCUR TO AN INDIVIDUAL ENTERING AN AREA WHERE A DOG OR OTHER PET IS LOCATED. OPS' PRODUCTS ARE NOT A REPLACEMENT FOR (I) COMMON SENSE OR INDIVIDUAL RESPONSIBILITY; (II) FOR A PET OWNER'S TRAINING OF HIS/HER PET, OR AN OWNER'S DILIGENCE TO CONTAIN A PET WITHIN A DESIRED AREA.

OPS' PRODUCTS ARE NOT A SOLID BARRIER AND WILL NOT WORK, AS INTENDED, WITHOUT PROPER TRAINING. FURTHER, OPS' PRODUCTS ARE NOT FOR USE WITH VICIOUS ANIMALS OR GUARD DOGS. IF YOU BELIEVE YOUR DOG MAY POSE A THREAT TO OTHERS, DO NOT USE THIS SYSTEM.

OPS IS NOT RESPONSIBLE FOR HARM (PHYSICAL OR PSYCHOLOGICAL), INJURY OR DEATH OF YOUR DOG FOR ANY REASON TO INCLUDE, BUT NOT LIMITED TO, EXCESSIVE ELECTRONIC STIMULATION, INJURY OR DEATH WHILE IN A CONTAINMENT AREA, INJURY OR DEATH OUTSIDE A CONTAINMENT AREA, FAILURE TO LOCATE DOG, THEFT OF THE DOG, OR ANIMAL ABUSE.

Some of our Services are available on mobile devices. The services allow you to navigate by vehicle or on foot to a dog's location. IT IS YOUR RESPONSIBILITY TO USE GOOD JUDGMENT WHILE NAVIGATING. YOU SHOULD NOT BECOME FIXATED ON THE MOBILE DEVICE AND LOSE OVERALL SITUATIONAL AWARENESS. LOSS OF SITUATIONAL AWARENESS, WHETHER IN A VEHICLE, OR ON FOOT, OR OTHERWISE MOVING CAN RESULT IN SEVERE INJURY OR DEATH. YOU ARE RESPONSIBLE FOR OBEYING STATE LAWS REGARDING THE USE OF MOBILE DEVICES WHILE OPERATING A VEHICLE.

At certain times such as when creating a custom map, or tracking your dog using map mode or compass mode, or at other times, you will be walking with the SpotOn Collar or App. WHEN WALKING WITH THE SPOTON COLLAR OR SPOTON APP IT IS IMPERATIVE THAT YOU MAINTAIN SITUATIONAL AWARENESS. THIS SITUATIONAL AWARENESS NEEDS TO INCLUDE THE GROUND BEING WALKED ON, LACK OF GROUND TO BE WALKED ON SUCH AS THE PRESENCE OF A CLIFF, GULLY, RAVINE, HOLE OR OTHER SURFACE AREA LOWER THAN THE SURFACE BEING WALKED ON, OBSTRUCTIONS IN YOUR PATH SUCH AS ROCKS, LOGS, CORDS, VINES, OR OTHER OBJECT THAT CAN CAUSE A TRIPPING HAZARD OR RESULT IN BODILY INJURY. ALSO, BE AWARE OF OBJECTS IN YOU PATH SUCH AS TREES, TREE BRANCHES, CLOTHES LINES, BARS, WALLS OR ANY OTHER OBJECT THAT YOU COULD IMPACT WITH ANY PART OF YOUR BODY. NEVER WALK IN OR NEAR WOODED AREAS OR NEAR OTHER OBJECTS THAT COULD TOPPLE, FALL, BREAK OFF OR OTHERWISE STRIKE YOU, ESPECIALLY DURING PERIODS OF HIGH WIND CONDITIONS. FAILURE TO MAINTAIN ADEQUATE SITUATIONAL AWARENESS CAN RESULT IN SEVERE INJURY OR DEATH.

Intended Use
The SpotOn Collar and Services provided are intended for use with a dog as a means to maintain the dog in a yard or other safe designated area in a way that is more humane than other retention means such as physical fences that can block their view of surroundings, dog runs, or similar means of containment. SpotOn Services are also intended to enable people and their dogs to spend more time together by enabling User to take their dog with them knowing they can create a virtual fence wherever they go. With the SpotOn collar, many Users will be able to train their dog without the need for aversive means. For Users who deem aversive means necessary to teach their dog to safely stay in the designated area, the lowest effective static correction level should be set as described in SpotOn training material. OPS RESERVES THE RIGHT TO DISCONTINUE SERVICE AND PROSECUTE ANY USER FOUND TO NOT USE THE SPOTON COLLAR OR SERVICE AS INTENDED, AND IN AN APPROPRIATE AND HUMANE MANNER.

Services
Subject to the terms and conditions of these Terms, OPS shall provide the Service to User, and User may access and use the Service solely for its intended purpose, provided, however, that OPS shall have no obligation to support User's use of the Service in the event that: (i) User modifies the SpotOn Collar or the Service (or any component thereof) without OPS' prior written consent; (ii) any error caused in whole or in part by companies or persons other than OPS, including without limitation, User's or cell carriers failure to properly enter or transmit data; or (iii) any error caused in whole or in part by User's installation or use of the Service in association with operating environments and platforms other than those specified, and supported, by OPS.

User is responsible for all fees charged by third parties to access and use the Service (e.g., charges by user's mobile carriers). User is solely responsible for the payment of all applicable fees associated with any carrier service plan. User is solely responsible for the payment of the OPS subscription fee to OPS for connectivity between the collar and smart phone app should user want to use the app or the features it provides to include tracking. User is responsible for all telecommunication fees in connection with the use of the Service (such as voice, data, SMS, MMS, roaming, other applicable fees charged by the carrier). Accordingly, User should use care in selecting a service plan offered by your carrier.

To the extent that the Service incorporates any third-party software licensed by OPS, then, in addition to the terms set forth herein, User must comply with any additional terms, restrictions, or limitations applicable to such third-party software. Additionally, User acknowledges that OPS shall have the right to subcontract performance of its hosting services, in which event the service levels provided by any third-party hosting provider (including, without limitation, any service levels that are stricter than the service levels offered by OPS USER) will be incorporated herein by reference.

You must be at least 18 years old in order to use the Service. Additionally, you agree not to: (i) use the Service to track people, vehicles, or property (the Service is for tracking dog's only); (ii) copy, decompile,

reverse engineer, disassemble, attempt to derive the source code, modify or create derivative works of the Service or any Service related documentation; (iii) upload or distribute in any way files that contain viruses, Trojan horses, worms, time bombs, logic bombs, corrupted files, or any other similar software or programs that may damage the operation of the Service or another's computer; (iv) use the Service for illegal purposes; (v) violate or attempt to violate the security of the Service and from using the Service to violate the security of other web sites by any method; (vi) access data not intended for User or logging into a server or account which User is not authorized to access; (vii) interfere or disrupt networks connected to the Service; (viii) upload, post, promote or transmit through the Service any harassing, libelous, abusive, threatening, harmful, vulgar, obscene, hateful, racially, ethnically or otherwise objectionable material of any kind or nature; (ix) upload amounts of data and/or materials in excess of any limits specified by OPS from time to time and not to create large numbers of accounts or otherwise transmit large amounts of data so as to clog the Service or comprise a denial of service attack or otherwise so as to have a detrimental effect on the Service; or (x) upload, promote, transmit or post any material that encourages conduct that could constitute a criminal offence or give rise to civil liability.

User acknowledges OPS' proprietary rights in the Service and associated documentation and shall protect the proprietary nature thereof. If User suggests any new features, functionality or performance for the Service that OPS subsequently incorporates into the Service (or any other software or service), User hereby acknowledges that (i) OPS shall own, and has all rights to use, such suggestions and the Service (or any other service) incorporating such new features, functionality, or performance shall be the sole and exclusive property of OPS; and (ii) all such suggestions shall be free from any confidentiality restrictions that might otherwise be imposed upon OPS.

User IDs
Portions of the Service, require an account. In connection with establishing an account you will be required to provide a unique user identification name (email address) and password for access to and use of the Service ("User ID"). You are entirely responsible for maintaining the confidentiality of your User ID and account, including your password, and for any and all activity that occurs under your account as a result of your failing to keep this information secure and confidential. You agree to notify OPS immediately of any unauthorized use of your account or password, or any other breach of security. You may be held liable for losses incurred by OPS as a result of your failing to keep your account information secure and confidential. OPS cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations. You may not share your User ID with any other user of the Service.

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Portions of the Service may allow you to upload, submit, store, send or receive content. Additionally, the Service may contain bulletin board services, forums, communities or other message or communication facilities designed to enable you to communicate and interact with other Users (the "Public Areas"). You agree to use the Public Areas only to post, send and receive messages and materials that are proper and, when applicable, related to the particular Public Area. OPS has no obligation to monitor the Public Areas, provided, however, OPS reserves the right to review materials posted to the Public Areas and to remove any materials at any time, without notice, for any reason and in our sole discretion. OPS reserves the right to terminate or suspend your access to any or all of the Public Areas at any time, without notice, for any reason whatsoever. You acknowledge that postings and other communications by Users are not controlled or endorsed by OPS, and such communications shall not be considered reviewed, screened or approved by OPS. Statements made in postings, forums, bulletin boards and other Public Areas reflect only the views of their authors. OPS specifically disclaims any liability with regard to the Public Areas and any actions resulting from your participation in any Public Areas.

You acknowledge and agree that your communications with other Users via the Public Area or otherwise is public and not private communications, and that you have no expectation of privacy concerning your use of the Public Areas. You acknowledge that personal information that you communicate on the Public Areas may be seen and used by others and result in unsolicited communications; therefore, WE STRONGLY ENCOURAGE YOU NOT TO DISCLOSE ANY PERSONAL INFORMATION ABOUT YOURSELF THROUGH THE PUBLIC AREAS. We are not responsible for information that you choose to communicate to other Users via the Public Areas, or for the actions of other Users.

When you upload, submit, store, send or receive content to or through our Services, you give OPS (and those we work with) a perpetual, irremovable, worldwide license to use, host, store, reproduce, modify, create derivative works (such as those resulting from translations, adaptations or other changes we make so that your content works better with our Services), communicate, publish, publicly perform, publicly display and distribute such content. The rights you grant in this license are for the limited purpose of operating and improving our Services, and to develop new services. This license continues even if you stop using our Services. Also, in some of our Services, there are terms or settings that narrow the scope of our use of the content submitted in those Services. Make sure you have the necessary rights to grant us this license for any content that you submit to our Services.

You acknowledge that OPS exercises no control whatsoever over the content of your information and it is your sole responsibility to provide the information, and to ensure that the information you transmit or receive complies with all applicable laws and regulations now in place or enacted in the future. OPS is under no obligation, however, to review your information for accuracy, potential liability or for any other reason.

OPS shall have the right to utilize data capture, syndication and analysis tools, and other similar tools, to extract, compile, synthesize, and analyze any non-personally identifiable data or information resulting from your access and use of the Service ("Blind Data"). To the extent that any Blind Data is collected by OPS, such Blind Data shall be solely owned by OPS and may be used by OPS for any lawful business purpose without a duty of accounting to User, including, without limitation, providing User with the opportunity for User to benchmark itself against its peers, provided that the Blind Data is used only in an aggregated form, without specifically identifying the source of the Blind Data. Without assuming any obligations or liabilities of User, OPS agrees to use commercially reasonable efforts to comply with the applicable U.S. laws and regulations respecting the dissemination and use of such Blind Data.

OPS has reasonable security measures in place to protect personally identifiable information and sensitive data that is generated by User's use of the Service and received by OPS. While no computer system or server is completely secure, OPS believes the measures it has implemented reduce security problems. You can find more information about how OPS uses and stores content in the Privacy Policy or additional terms for particular Services.

Term; Termination
These Terms shall commence upon OPS providing User with access to the Service and shall continue until terminated in accordance with the terms hereof. These Terms will automatically terminate in the event User fails to timely pay for the Services or otherwise breaches any of these Terms. Termination will be effective without notice. User may terminate these Terms at any time by ceasing to use the Service. Additionally, OPS reserves the right to terminate access to this Service or take other actions it reasonably believes necessary to comply with the law or to protect its rights or those of its Users.

Upon termination of these Terms for any reason, User's right to use the Service shall immediately cease. The terms and provisions set forth herein, other than the continued use of the Service, shall survive any termination of these Terms. Termination of these Terms shall not relieve either party of any obligation accrued prior to the termination date.

User acknowledges and agrees that in the event of any breach of these Terms by User, OPS will suffer irreparable harm and shall therefore be entitled to obtain injunctive relief against User. Additionally, OPS may take whatever remedial action it determines in its sole discretion is appropriate if User violates these restrictions, including, but not limited to, immediate suspension or cancellation of the Service, and criminal proceedings.

Disclaimers
THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. OPS MAKES NO REPRESENTATION OR WARRANTY (EXPRESS, IMPLIED OR STATUTORY) WITH RESPECT TO THE SERVICE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, MERCHANTABILITY, OR NON-INFRINGEMENT. OPS DOES NOT WARRANT THAT THE SERVICE WILL OPERATE UNINTERRUPTED OR ERROR-FREE.

Limited Liability
TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL OPS OR ITS SUPPLIERS/LICENSORS BE LIABLE TO USER OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE), WHICH INCLUDE, WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY, LOST PROFITS, LOST DATA AND BUSINESS INTERRUPTION, ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SERVICE, IT S CONTENT OR PRODUCTS, OR ANY OF ITS THIRD PARTY CONTENT AVAILABLE THROUGH THE SERVICE, EVEN IF OPS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, THE ENTIRE LIABILITY OF OPS AND ITS SUPPLIERS/LICENSORS UNDER THESE TERMS FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) IS LIMITED TO, AND SHALL NOT EXCEED, THE AGGREGATE AMOUNT ACTUALLY PAID BY USER FOR ACCESS TO AND USE OF THE SERVICE IN THE TWELVE (12) MONTHS PRIOR TO THE EVENTS GIVING RISE TO A CAUSE OF ACTION AGAINST OPS.

Governing Law
These Terms and all claims related to it, its execution or the performance of the parties under it, shall be construed and governed in all respects according to the internal laws of the State of New Hampshire without regard to the conflict of law provisions thereof. User hereby waives any right to bring any claim against OPS in court (including any right to a trial by jury), except as provided by the rules of the arbitration forum in which a claim is filed. User waives any right it may have to start or participate in, and agrees to opt out of, any class action against OPS arising from or relating to the Service or these Terms. Any controversy or claim arising out of or relating to an alleged breach of these Terms or the operation of this Service shall be settled by binding arbitration in accordance with the

commercial arbitration rules of the American Arbitration Association before a single arbitrator. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in Boston, Massachusetts and the language of such arbitration shall be English. OPS may seek any interim or preliminary relief from a court of competent jurisdiction necessary to protect OPS' rights or property pending the completion of arbitration. The arbitrator shall not have the authority, power, or right to alter, change, amend, modify, add, or subtract from any provision of these Terms. The arbitrator shall have the power to issue mandatory orders and restraining orders in connection with the arbitration. The award rendered by the arbitrator shall be final and binding on the parties, and judgment may be entered thereon in any court of competent jurisdiction.

Force Majeure
OPS shall not be in default or otherwise liable for any delay in or failure of its performance under these Terms where such delay or failure arises by reason of any Act of God, or any government or any governmental body, war, insurrection, acts of terrorism, the elements, strikes or labor disputes, or other similar or dissimilar causes beyond OPS' control. User acknowledges that the performance of certain OPS obligations may require the cooperation of third parties designated by User and outside the control of OPS. In the event such third parties fail to cooperate with OPS in a manner that reasonably permits OPS to perform its obligations, such failures shall be considered as causes beyond the control of OPS for the purposes of this Section and shall not be the basis for a determination that OPS is in breach of any of its obligations under these Terms or is otherwise liable.

Notice
OPS may direct all notices intended for a User to the User's email address provided upon registration of the Service (which a User may update from time to time in the User settings available within the Service). All notices required to be delivered to OPS shall be delivered, in writing, to SpotOnCollar.com.

Waiver
No waiver shall be implied from conduct or failure to enforce rights. No waiver shall be effective unless in writing signed by both Parties.

Severability
If any provision of these Terms is held to be invalid, void or unenforceable, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and the remaining provisions of these Terms shall remain in full force and effect.

Entire Agreement
These Terms shall constitute the complete agreement between the Parties and supersedes all previous agreements or representations, written or oral, with respect to the subject matter hereof.

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SpotOnCollar.com
Email: support@spotoncollar.com
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