LIVING LIFE UNLEASHED

User Manual

SpotOn
virtual fence

WHAT'S IN THE BOX

Before you put the collar on your pup, take a moment to get familiar with everything in the box. Scan the QR code on the right to watch a quick video about what you will find.

1. The Collar
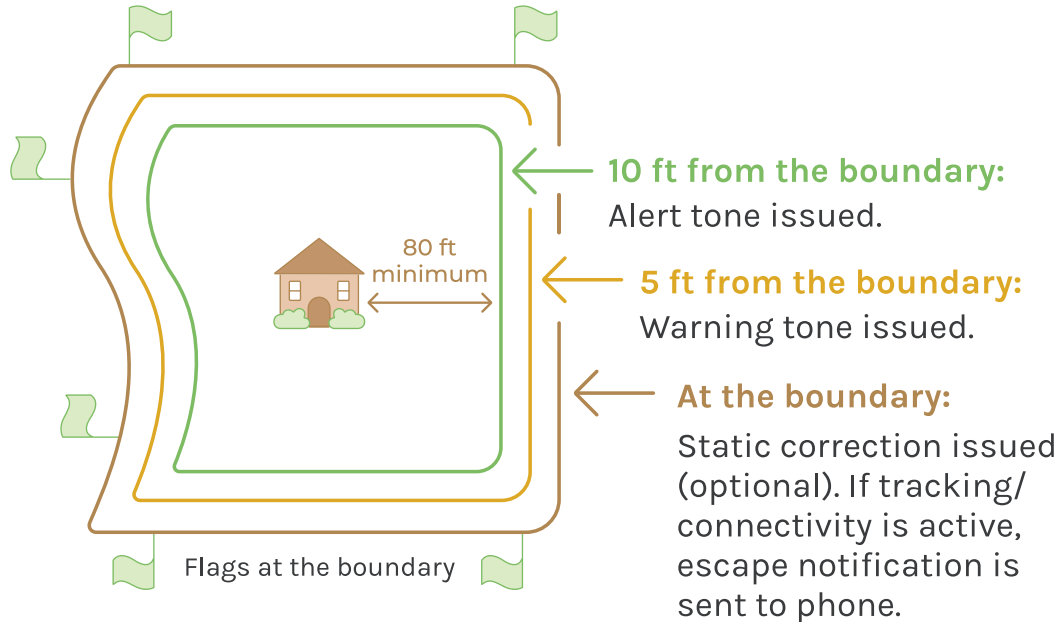
2. Contact Points & Tool

3. 50 Training Flags

4. Training Target

5. USB & Wall Charger

BEFORE YOU BEGIN

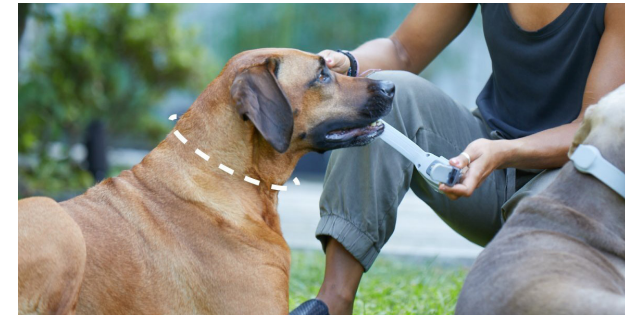**Double Check the Area you Plan to Fence**

Though you can make a fence as large as you'd like, there is a minimum property size; you will need at least 1/2 an acre of land, at least 80 feet of distance from your home to where you're planning your furthest boundary, and your fence needs to be at least 80 feet wide at its narrowest point. Additionally, because all GPS systems have a natural shift of 3 to 10 feet, be sure you have the space to build a 15-foot buffer zone between your fence and any unsafe areas.

80 ft minimum

10 ft from the boundary:
Alert tone issued.

5 ft from the boundary:
Warning tone issued.

At the boundary:
Static correction issued (optional). If tracking/ connectivity is active, escape notification is sent to phone.

Flags at the boundary

SETUP

1. Double Check your Pup's Neck Size

The collar is adjustable and comes in two sizes: the medium collar fits 13 to 17-inch necks and the large fits 17 to 24-inch necks. 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. Tuck any excess strap underneath (to prevent chewing!) and ensure that the GPS antenna is on the back of the dog's neck, facing the sky.

2. Charge the Battery

Plug in your collar to give it a full charge; this first charge may take a few hours, but after that it takes about an hour. Once charged, the battery will last about 24 hours in containment mode and about eight hours if tracking is turned on.

3. Download the App

While the collar is charging, download the SpotOn app, create a new account, and verify your email.

The **SpotOn VSF app** is available for both iOS and Android devices.

4. Register your SpotOn Virtual Fence

The first time you log in, you'll need to register your SpotOn system. Just enter the eight-digit Collar ID and your pup's info to get started. Your SpotOn Fence is now registered!

Now you can invite family members so that more than one person can activate and deactivate fences, receive notifications, and track your pup.

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.

HELPFUL HINT:

If the collar is registered before cellular/tracking is activated, a generic home screen will appear on the collar until tracking activation is complete.

Register Collar

Pet Name

+1 | Enter Contact Number

Gender | M | F

Pet's Birth Date: 09/16/2020

Enter Collar ID

Collar ID Number

SpotOn™

5. Activate Cellular Service

You don't need cell service in order to keep your pup contained (the SpotOn Fence works using GPS satellites), but optional cellular service does allow you to:
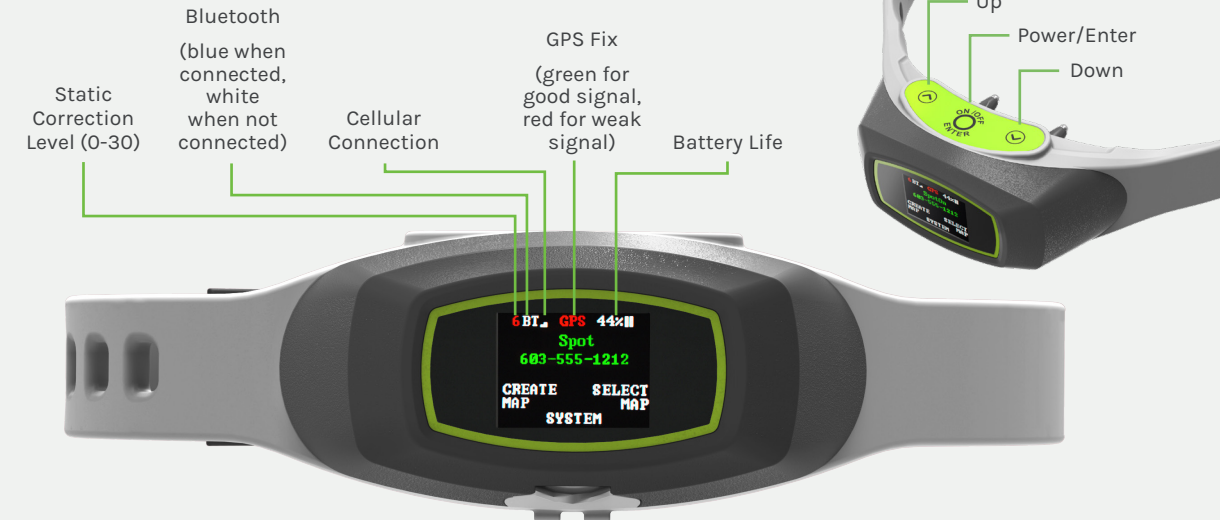
- Track your pup's location
- Receive battery and escape notifications
- Manage your fences right from the app
- View your pup's contact info on the collar screen

After you activate cellular, power down the collar for about five minutes and then power on outside to establish a connection to the cell network. Give it five minutes to boot up and establish connections then toggle through any notifications and you'll see the screen below.

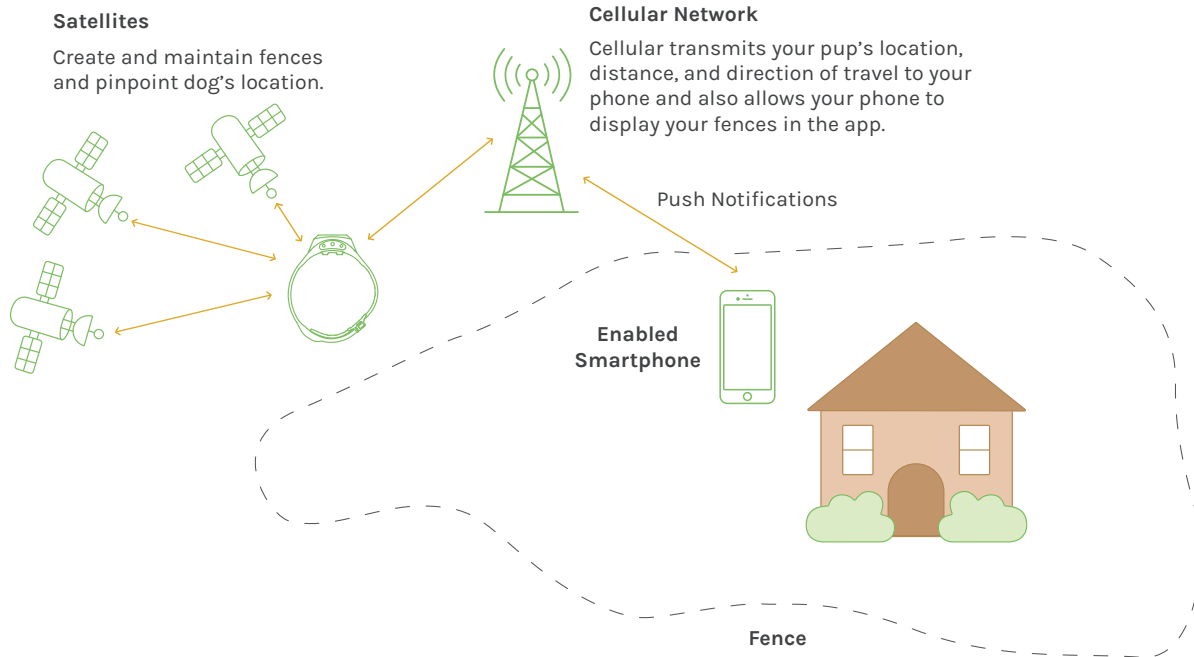You are now ready to create your first custom fence!

Scan to activate cellular/tracking.

Static Correction Level (0-30)

Bluetooth (blue when connected, white when not connected)

Cellular Connection

GPS Fix (green for good signal, red for weak signal)
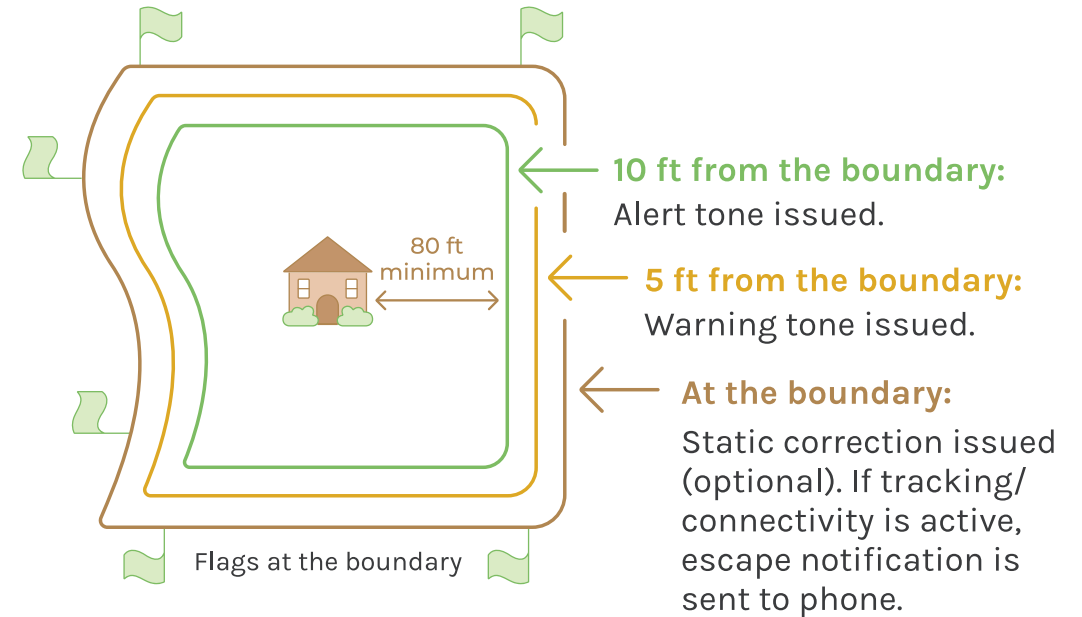
Battery Life

Up

Power/Enter

Down

1. Fences are created and maintained using GPS – you do not need cellular service to use the fence!

2. Though you can create an unlimited number of maps, you can only save 10 maps on the collar at a time.

3. If the app says "Collar Does Not Have Cell Service" it means either you have not activated tracking, or your collar or smartphone has limited cellular service. You can ignore the message and proceed with setup.

Satellites

Create and maintain fences and pinpoint dog's location.

Cellular Network

Cellular transmits your pup's location, distance, and direction of travel to your phone and also allows your phone to display your fences in the app.

Push Notifications

Enabled Smartphone

Fence

7. Create a Custom Fence

Now you're ready to create your first fence! With your collar and flags handy, choose the area you'd like to fence. When planning your containment area, it's important to remember:

- Your fence should be at least 80 feet wide at its narrowest point.

- You should include at least 15 feet of clearance from any dangerous area, such as a road or body of water. (This buffer zone is important because GPS can naturally shift up to 10 feet.)

- You should begin walking your fence at least 15 feet from the side of your home or other structure (this ensures optimal GPS performance).

Watch Tutorial.

80 ft minimum

10 ft from the boundary:
Alert tone issued.

5 ft from the boundary:
Warning tone issued.

At the boundary:
Static correction issued (optional). If tracking/ connectivity is active, escape notification is sent to phone.
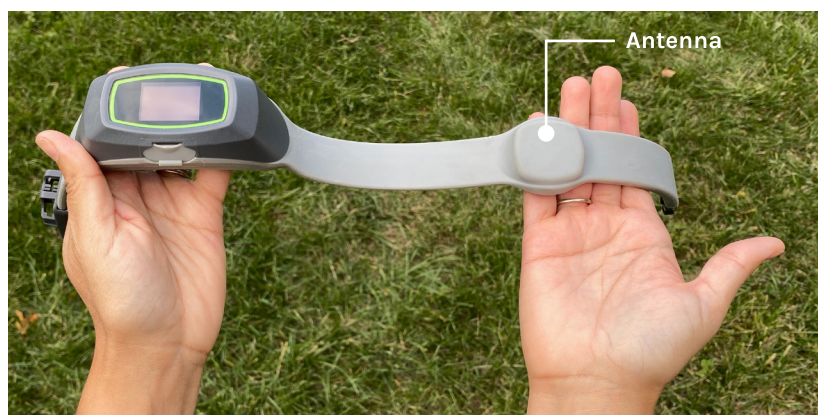
Flags at the boundary

7. Create a Custom Fence (continued)

Take your flags and begin walking the area you'd like to fence, placing a flag roughly every 10-20 feet. Remember, your pup will be guided by the tones; the flags are just a helpful visual reminder for you as you test your fence and train your dog.

Hold the collar's antenna – the circular bump on the back – facing the sky until the collar acquires GPS signal. You'll know you are connected when the letters GPS at the top of the screen have changed from red to green… but be patient, this can take around a minute.

Now, press the left button to "create a fence," then the right button to select "custom." Pick a flag as your starting point (it's helpful to start at a memorable landmark) and – with the collar's antenna still facing the sky – begin walking the boundary you've created with your flags.

When you've walked the boundary for most of your containment area and you're a few feet from arriving back at your starting point, hit "end" on the collar. The system will automatically snap a line to close the gap, and your fence is complete!

Antenna

HELPFUL HINTS:

1. When walking your fence, don't cross over a boundary you have already created — since GPS needs a closed loop, your fence will error and not save.

2. If you are under dense tree coverage and you notice the GPS indicator changing from green to red, you may need to enable Forest Mode to increase GPS sensitivity.

3. With the SpotOn Fence, you aren't limited to dry land or flat terrain! You can create fences through water, rocky areas, or thick brush using the Pause feature. Pause allows you to pause map creation and then start again, snapping a line between both points. This is also useful when fencing large areas — especially those over five acres.

4. SpotOn comes pre-programmed with circular fences, too! Once your dog is trained to the SpotOn Fence, these temporary fences are a quick way to activate a circle around you and are great when you're on-the-go or in a time crunch. Circle maps come in several pre-set sizes, starting at 20 meters. To create a circular fence, select "Create Map" then "Circle Map" and select the size. Since these maps are only temporary, they do not take one of the spaces reserved for custom fences.

5. If you have activated cellular service, you can name your fence through the app. To do this, deactivate the fence and open the app. Select the fence (Map 1, Map 2, etc.,) and overwrite with whatever name you like!

Learn more about Forest Mode.

Learn more about Pause.

Congratulations! You have created your first fence. Now it's time to test your fence and start training your pup.

8. Connect to Bluetooth

Enabling Bluetooth is necessary to test and set static correction as well as training your pup, so before testing your fence you'll need to pair your SpotOn collar to your phone.

To do so, ensure Bluetooth and location services are enabled on your phone, then power on your collar and exit any notifications. You should see a white BT symbol in the upper-left hand corner of the collar screen.
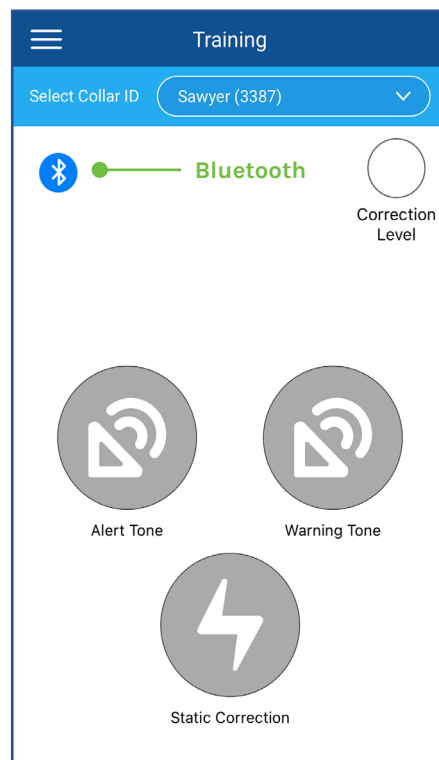
In your app, select "Training" and then select the Bluetooth button on the upper left-hand corner of the screen. A device list will appear. Select 'SO-SPOTON' or 'SO-[your dog's name]'. Once you're connected, the icons will be in color.

Learn more about Bluetooth.

HELPFUL HINTS:

1. If a map is activated, Bluetooth will not connect. Always deactivate maps before connecting to Bluetooth.
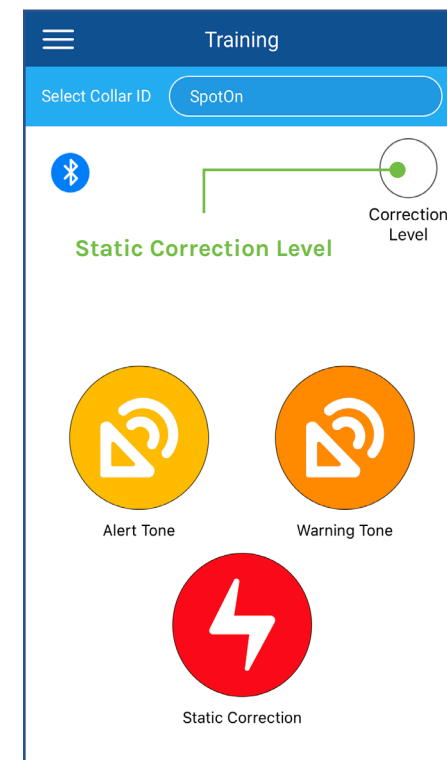
9. Set Static Correction

First, install the static contact points by screwing them into the back of the collar. These contact points are two different sizes – short for short-haired dogs, and long for long-haired dogs. Choose the best size for your pup and attach them using the included tool (pictured on page 13).

Then select the training portal in the app. Tap the Correction Level icon and use the slider to adjust the static correction level. Remember to always start at level one and work your way up. Don't forget to save by tapping the check mark!

HELPFUL HINTS:

1. After a few minutes, if you are not actively using the training portal, Bluetooth will automatically disconnect. Reconnect using the steps on page 10.
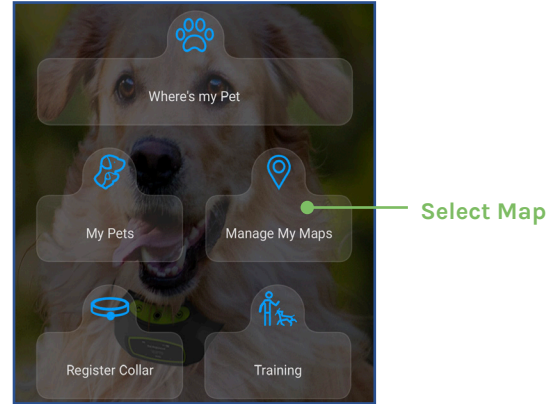
10. Activate Your Fence

On the Collar:

Use the right button to "Select Map." Toggle to the fence of your choice, and use the center button to select your fence.

Select Map

Through the App:

If cell service is activated, select "Manage My Maps," select your fence and hit "Activate".

Select Map

11. Test Your Fence

Testing your fence is important—especially when training your dog. Since GPS has a natural shift of three to ten feet, before training you'll want to make sure you know where your dog will be hearing the tones and receiving the (optional) static correction. Like we mentioned before, the flags are more of a visual guide for you than your pup. Training your pup to the tones means any GPS shift will go practically unnoticed by your dog, which also makes traveling with SpotOn a breeze!
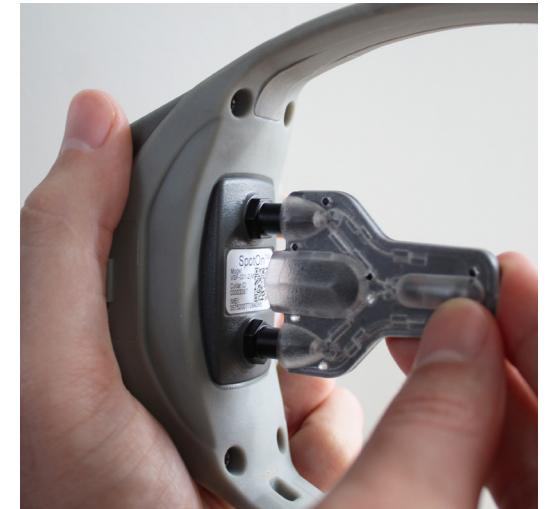
To test your fence, hold the collar and walk towards the flags. (If you are using static correction, hold the contact point tester against the static contact points as pictured below.) About ten feet away from the flags, you should hear the alert tone, and at five feet you should hear the warning tone. When you reach the boundary line, if using static correction, the contact point tester should glow orange. This means the static correction is working!

12. Train Your Pup

Now it's time to bring out your pup and let him join in on the fun! Training your dog is key to using the SpotOn Fence; like learning to ride a bike, training takes a little commitment but it can last a lifetime.

We recommend training your pup for about 15 minutes a day for 2 weeks — that's how long it takes a dog, on average, to get accustomed to the tones. Of course, all dogs are different, so don't worry if it takes your pup a little longer to learn! Keep your training sessions quick and fun to avoid stressing out your pooch – or yourself.

To get started, Visit **SpotOnFence.com** and choose the training program best-suited for you and your dog. Taking the time to train your pup correctly will ensure your dog remains safe and carefree.

You can also schedule a complimentary remote training session with one of our SpotOn expert trainers at **Training@SpotOnFence.com**. We're happy to help guide you and your pooch so you can get out there and experience the freedom of living life unleashed.

HELPFUL HINTS:

1. Be sure your pup is fully trained before leaving him unsupervised outside.

2. If traveling with your fence, make sure your pup is fully trained before venturing to new places.

3. Your pup's SpotOn collar is waterproof to IP67 standards. Before using it in wet environments, inspect the collar for nicks, cuts, cracks, or other damage that could enable water intrusion. Rinse the collar with tap water after exposure to saltwater or pool water.

Take our quiz to see if your pup is ready to live life unleashed!

COMING INDOORS

When your pup has had enough for the day, remove the SpotOn collar from your dog and plug it in. Do not shut the collar off—just plug it in to the charger provided; this keeps your fence active so your pup won't have to wait for the fence to load next time he wants to go out!

Removing the collar also improves battery runtime.

If you want to shut down, hold the center button for three seconds. You will see "Shutdown?" on the display. Select "Yes" and the collar will power down. When you turn it on again, it will need to reacquire GPS connectivity.

Learn more about how you can improve battery life.

TROUBLESHOOTING

Collar is not connected to the network/does not have cell service

If you see these error messages, it means either you have not activated tracking, or your collar has limited cellular service. If you're seeing this error while setting up, ignore it and proceed with set up.

Charging/battery level

Under normal containment conditions, the battery will last for approximately 24 continuous hours depending on use (factors such as the dog's activity level, how much time he spends indoors, and cellular connection can all effect the battery life). While in tracking mode, the battery will last for up to 8 continuous hours.

To get better battery life:

- Conserve power by turning off tracking from your phone if you cannot immediately begin searching for your dog. It can be turned on when you're ready.

- Fully charge the battery after each use — just plug the collar in each night, as you would your smartphone.

- Don't worry when the screen shuts off - it does that automatically to conserve battery. Turn it on by hitting any button; it has been communicating with GPS satellites all along.

How does connectivity/tracking work?

You don't need cell service in order to keep your pup contained (the SpotOn Fence works using GPS satellites!), but optional cellular service does allow you to:

- Track your pup's location

- Receive battery and escape notifications

- Manage your fences right from the app

Tree coverage (Forest Mode)

The SpotOn Virtual Fence works in the woods as long as you can see the sky between the trees' leaves. If you are under extremely dense tree cover, you can enable Forest Mode for increased GPS sensitivity.

Learn more about Forest Mode.

How do I share fences between collars?

There are two ways to do this — through the collar or through the app.

- **Sharing collar to collar**
  On the receiving collar, select "System," "Share Map," and "Receive Map."

  On the sending collar, select "System," "Share Map," then select the map you'd like to share and select "Send" (Note: You must be within 10 feet of each other to share a SpotOn map between collars.)

- **Sharing via app**
  Ensure both collars have cell service, then deactivate any active fences. Select "Manage My Maps" from the SpotOn app and select the collar that you would like to share from. Select "Share Map" and then choose which collar you'd like to receive the fence. (Note: allow the collar time to receive and download the fence. Select "Select Maps" on the receiving collar to confirm the map has been downloaded.)

How do I adjust the volume on the collar?

Dogs have sensitive ears, so SpotOn system's audible tones are set at the safest level for your pooch and cannot be adjusted. This means that humans may sometimes have a hard time hearing the tones, but don't worry, your pup can hear them!

How do I update my software?

It's easy to update your software – just scan the appropriate QR code below and follow the instructions.

Mac   **PC**

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 OTHER-

WISE 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 Fence 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 Fence 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 Fence, 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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In connection with your use of the Site, Application, Product or Service, OPS may send you announcements, administrative messages, and other information. You may opt out of some of those communications through the procedures set forth in our Privacy Policy.

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.

For more information, visit SpotOnFence.com

Email: support@spotonfence.com

Phone: 603-488-1504

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SpotOn
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