

TERMS AND CONDITIONS

Last updated February 10, 2026

AGREEMENT TO OUR LEGAL TERMS

We are Satellite Industries Inc., doing business as Satellite (“Satellite”, “Company,” “we,” “us,” “our”), a company registered in Minnesota, United States at 13705 1st Avenue North, Plymouth, MN 55441.

We operate the mobile application *Satellite Calculator*™ (the “App”), as well as any other related products and services that refer to or link to these legal terms (the “Legal Terms”).

Satellite Calculator is an app designed to help Portable Sanitation Operators and Event Coordinators to quickly and accurately figure out the amount of equipment that is needed for an event, construction job, or natural disaster by submitting a few key details about the project (collectively, the “Services”).

You can contact us by phone at (+1)8008831123, email at information@satelliteindustries.com, or by mail to 13705 1st Avenue North, Plymouth, MN 55441, United States.

These Legal Terms constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you”), and Satellite (the “Agreement”), concerning your access to and use of the Services. You agree that by accessing the Services, you have read, understood, and agreed to be bound by all of these Legal Terms. IF YOU DO NOT AGREE WITH ALL OF THESE LEGAL TERMS, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SERVICES AND YOU MUST DISCONTINUE USE OF THE SERVICES IMMEDIATELY. CONTINUED USE OF THE SERVICES IS AN EXPRESS AGREEMENT BY YOU TO THESE LEGAL TERMS.

Supplemental terms and conditions or documents that may be posted on the Services from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Legal Terms from time to time. We will alert you about any changes by updating the “Last updated” date of these Legal Terms, and you hereby waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Legal Terms to stay informed of updates. You will be subject to, deemed to have been made aware of, and to have accepted, the changes in any revised Legal Terms by your continued use of the Services after the date such revised Legal Terms are posted.

The Services are intended for users who are at least 18 years of age. In the event that a user under the age of 18 accesses the Services, it must do so under the supervision of their parent or guardian. A parent or guardian directly supervising a minor is deemed to have read and agreed to these Legal Terms.

We recommend that you print a copy of these Legal Terms for your records.

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The information provided when using the Services is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject Satellite to any registration requirement within such jurisdiction or country. Accordingly, those persons or users that choose to access the Services from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

The Services are not tailored to comply with industry-specific regulations (Health Insurance Portability and Accountability Act (HIPAA), Federal Information Security Management Act (FISMA), etc.), so if your interactions would be subjected to such laws, you may not use the Services. You may not use the Services in a way that would violate the Gramm-Leach-Bliley Act (GLBA).

2. INTELLECTUAL PROPERTY RIGHTS

Our Intellectual Property

Satellite and its affiliates are the owners or the licensees of all intellectual property rights in and to the Services, including all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics in the Services (collectively, the "Content"), as well as the trademarks, service marks, and logos contained therein (the "Marks").

Our Content and Marks are protected by intellectual property and other laws, including but not limited to copyright laws, trademark laws, and various other intellectual property rights, business torts, and unfair competition laws in the United States and around the world.

The Content and Marks are provided in or through the Services "AS IS" for your personal, non-commercial use or internal business purposes only.

Your Use Of Our Services

Subject to your compliance with these Legal Terms, including the "[PROHIBITED ACTIVITIES](#)" section below, Satellite grants to you a non-exclusive, non-transferable, non-sublicensable, and revocable license to:

- access the Services; and
- download or print a copy of any portion of the Content to which you have properly gained access

solely for your personal, non-commercial use or internal business purposes.

Except as set out in this section or elsewhere in these Legal Terms, no part of the Services and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission of Satellite.

If you wish to make any use of the Services, Content, or Marks other than as set out in this section or elsewhere in these Legal Terms, please address your request to: information@satelliteindustries.com. If Satellite ever grants you the permission to post, reproduce, or publicly display any part of the Services or Content, you must identify Satellite as the owners, licensees, or licensors of the Services, Content, or Marks and ensure that any copyright or proprietary notices appear or are visible on any posting, reproduction, or displaying of the Content.

Satellite reserve all rights not expressly granted to you in and to the Services, Content, and Marks.

Any breach of these Intellectual Property Rights will constitute a material breach of these Legal Terms and your right to use our Services will terminate with immediate effect and without any prior notice.

Your Submissions

Please review this section and the "[PROHIBITED ACTIVITIES](#)" section carefully prior to using the Services to understand the (a) rights you grant to Satellite and (b) obligations you have when you post or upload any content through the Services.

Submissions: By directly sending Satellite any question, comment, suggestion, idea, feedback, or other information about the Services ("Submissions"), you agree to assign to Satellite and its affiliates all intellectual property rights in such Submission. You agree that Satellite shall own this Submission and be entitled to its unrestricted use and dissemination for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

You are responsible for what you post or upload: By sending Submissions through any part of the Services you:

- confirm that you have read and agree with Satellite's "[PROHIBITED ACTIVITIES](#)" and will not post, send, publish, upload, or transmit through the Services any Submission that is illegal, harassing, hateful, harmful, defamatory, obscene, bullying, abusive, discriminatory, threatening to any person or group, sexually explicit, false, inaccurate, deceitful, or misleading;
- to the extent permissible by applicable law, waive any and all moral rights to any such Submission;
- warrant that any such Submission are original to you or that you have the necessary rights and licenses to submit such Submissions and that you have full authority to grant Satellite the above-mentioned rights in and to your Submissions; and
- warrant and represent that your Submissions do not constitute confidential or proprietary information.

You are solely responsible for your Submissions and you expressly agree to indemnify, hold harmless, and reimburse Satellite for any and all losses that it may suffer because of your (a) breach of this section, (b) your submission of any third party's intellectual property rights, or (c) violation of any applicable law.

3. USER REPRESENTATIONS

By using the Services, you represent and warrant that: (1) all registration information you submit will be true, accurate, current, and complete; (2) you will maintain the accuracy of such information and promptly update such registration information as necessary; (3) you have the legal capacity to enter into and agree to comply with these Legal Terms; (4) you are not under the age of 18; (5) you are not a minor in the jurisdiction in which you reside, or if a minor, you have accessed the Services only under the direct supervision of a parent or guardian; (6) you will not access the Services through automated or non-human means, whether through a bot, script or otherwise; (7) you will not use the Services for any illegal or unauthorized purpose; and (8) your use of the Services will not violate any applicable law or regulation.

Satellite does not knowingly collect or solicit personal information from anyone under the age of 18 without parental consent, and Satellite does not knowingly allow such persons to register for the

Services without parental consent. If you are under the age of 18, do not have consent from your parents or guardians that are directly supervising your use of the Services, do not attempt to register for the Services or send any information about yourself to Satellite. If Satellite learns that it has collected personal information from anyone under the age of 18 without parental or guardian consent, Satellite will delete such information. If you believe that Satellite has any information received by or about a person under the age of 18 without parental or guardian consent, please contact Satellite at information@satelliteindustries.com.

If you provide any information that is untrue, inaccurate, not current, or incomplete, Satellite shall have the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof).

4. USER REGISTRATION

You may be required to register to use the Services. Registration may require you to create a unique user ID, password, and other personally identifiable information (the "User Data") that are submitted to Satellite. You agree to keep your password confidential and will be solely responsible for all use of your account and your password. Satellite reserves the right to remove, reclaim, or change a username you select if it determines, in its sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

5. PROHIBITED ACTIVITIES

You may not access or use the Services for any purpose other than that for which Satellite makes the Services available. The Services may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by Satellite.

As a user of the Services, you agree not to:

- Systematically retrieve data or other content from the Services to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from Satellite.
- Trick, defraud, or mislead Satellite and other users, especially in any attempt to learn sensitive account information such as user passwords.
- Circumvent, disable, or otherwise interfere with security-related features of the Services, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Services and/or the Content contained therein.
- Disparage, tarnish, or otherwise harm, in our opinion, Satellite and/or the Services.
- Use any information obtained from the Services in order to harass, abuse, or harm another person or user.
- Make improper use of our support services or submit false reports of abuse or misconduct.
- Use the Services in a manner inconsistent with any applicable laws or regulations.
- Engage in unauthorized framing of or linking to the Services.
- Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of

repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Services or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Services.

- Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
- Delete the copyright or other proprietary rights notice from any Content.
- Attempt to impersonate another user or person or use the username of another user.
- Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").
- Interfere with, disrupt, or create an undue burden on the Services or the networks or services connected to the Services.
- Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Services to you.
- Attempt to bypass any measures of the Services designed to prevent or restrict access to the Services, or any portion of the Services.
- Copy or adapt the Services' software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
- Except as permitted by applicable law, decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Services.
- Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Services, or use or launch any unauthorized script or other software.
- Use a buying agent or purchasing agent to make purchases on the Services.
- Make any unauthorized use of the Services, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
- Use the Services as part of any effort to compete with Satellite or its affiliates or otherwise use the Services and/or the Content for any revenue-generating endeavor or commercial enterprise.
- Sell or otherwise transfer your profile.

6. USER GENERATED CONTRIBUTIONS

The Services does not currently offer its users the ability to submit or post content. Satellite may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to it or on the Services, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, "Contributions"). Contributions may be viewable by other users of the Services and through third-party websites. As such, any Contributions you transmit may be treated in accordance with the Services' Privacy Policy. Your Contributions shall be considered User Data as

contemplated under these Legal Terms. When you create or make available any Contributions, you thereby represent and warrant that:

- The creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.
- You are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize Satellite, the Services, and other users of the Services to use your Contributions in any manner contemplated by the Services and these Legal Terms.
- You have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the Services and these Legal Terms.
- Your Contributions are not false, inaccurate, or misleading.
- Your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.
- Your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by Satellite in its sole discretion).
- Your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.
- Your Contributions are not used to harass or threaten (in the legal sense of those terms) any other person and to promote violence against a specific person or class of people.
- Your Contributions do not violate any applicable law, regulation, or rule.
- Your Contributions do not violate the privacy or publicity rights of any third party.
- Your Contributions do not violate any applicable law concerning child pornography, or otherwise intended to protect the health or well-being of minors.
- Your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap.
- Your Contributions do not otherwise violate, or link to material that violates, any provision of these Legal Terms, or any applicable law or regulation.

Any use of the Services in violation of the foregoing violates these Legal Terms and may result in, among other things, termination or suspension of your rights to use the Services.

7. CONTRIBUTION LICENSE

You and Satellite agree that Satellite may access, store, process, and use any information and personal data that you provide following the terms of the Privacy Policy and your choices (including settings).

By submitting suggestions or other feedback regarding the Services, you agree that Satellite can use and share such feedback for any purpose without compensation to you.

Satellite does assert ownership over your Contributions. Satellite retains full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions.

8. MOBILE APPLICATION LICENSE

Use License

If you access the Services via the App, then Satellite grants you a revocable, non-exclusive, non-transferable, non-sublicensable, limited right to install and use the App on wireless electronic devices owned or controlled by you, and to access and use the App and its Contents on such devices strictly in accordance with the terms and conditions of this mobile application license contained in these Legal Terms. You shall not: (1) except as permitted by applicable law, decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the App; (2) make any modification, adaptation, improvement, enhancement, translation, or derivative work from the App; (3) violate any applicable laws, rules, or regulations in connection with your access or use of the App; (4) remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) posted by us or the licensors of the App; (5) use the App for any revenue-generating endeavor, commercial enterprise, or other purpose for which it is not designed or intended; (6) make the App available over a network or other environment permitting access or use by multiple devices or users at the same time; (7) use the App for creating a product, service, or software that is, directly or indirectly, competitive with or in any way a substitute for the App; (8) use the App to send automated queries to any website or to send any unsolicited commercial email; or (9) use any proprietary information or any of our interfaces or our other intellectual property in the design, development, manufacture, licensing, or distribution of any applications, accessories, or devices for use with the App.

Apple and Android Devices

The following terms apply when you use the App obtained from either the Apple Store or Google Play (each an "App Distributor") to access the Services: (1) the limited license granted to you for our App is limited to its use solely on a device that utilizes the Apple iOS or Android operating systems, as applicable, and in accordance with the usage rules set forth in the applicable App Distributor's terms of service; (2) Satellite will only be responsible for providing any maintenance and support services with respect to the App, as specified in the terms and conditions of this mobile application license contained in these Legal Terms or as otherwise required under applicable law, and you acknowledge that each App Distributor has no obligation whatsoever to furnish any maintenance and support services with respect to the App; (3) in the event of any failure of the App to conform to any applicable warranty, you may notify the applicable App Distributor, and the App Distributor, in accordance with its terms and policies, may refund the purchase price, if any, paid for the App, and to the maximum extent permitted by applicable law, the App Distributor will have no other warranty obligation whatsoever with respect to the App; (4) you represent and warrant that (i) you are not located in a country that is subject to a US government embargo, or that has been designated by the US government as a "terrorist supporting" country and (ii) you are not listed on any US government list of prohibited or restricted parties; (5) you must comply with applicable third-party terms of agreement when using the App, e.g., if you have a VoIP application, then you must not be in violation of their

wireless data service agreement when using the App; and (6) you acknowledge and agree that the App Distributors are third-party beneficiaries of the terms and conditions in this mobile application license contained in these Legal Terms, and that each App Distributor will have the right (and will be deemed to have accepted the right), but not the obligation, to enforce the terms and conditions in this mobile application license contained in these Legal Terms against you as a third-party beneficiary thereof.

9. SERVICES MANAGEMENT

Satellite reserves the right, but not the obligation, to: (1) monitor the Services for violations of these Legal Terms; (2) take appropriate legal action against anyone who, in its sole discretion, violates the law or these Legal Terms, including without limitation, reporting such user to law enforcement authorities; (3) in its sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof; (4) in its sole discretion and without limitation, notice, or liability, to remove from the Services or otherwise disable all files and content that are excessive in size or are in any way burdensome to its systems; and (5) otherwise manage the Services in a manner designed to protect our rights and property and to facilitate the proper functioning of the Services.

10. PRIVACY POLICY

Satellite cares about data privacy and security. Please review Satellite's Privacy Policy: <https://www.satelliteindustries.com/privacy-policy/>. By using the Services, you agree to be bound by the Privacy Policy, which is incorporated into these Legal Terms. Please be advised the Services are hosted in the United States. If you access the Services from any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in the United States, then through your continued use of the Services, you are transferring your data to the United States, and you expressly consent to have your data transferred to and processed in the United States. Further, Satellite does not knowingly accept, request, or solicit information from children or knowingly market to children. Therefore, in accordance with the U.S. Children's Online Privacy Protection Act, if we receive actual knowledge that anyone under the age of 18 has provided personal information without the requisite and verifiable parental consent, Satellite will delete that information from the Services as quickly as is reasonably practical.

11. TERM AND TERMINATION

These Legal Terms shall remain in full force and effect while you use the Services. WITHOUT LIMITING ANY OTHER PROVISION OF THESE LEGAL TERMS, SATELLITE RESERVES THE RIGHT TO, IN ITS SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SERVICES (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE LEGAL TERMS OR OF ANY APPLICABLE LAW OR REGULATION. SATELLITE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SERVICES OR DELETE YOUR ACCOUNT AND ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN ITS SOLE DISCRETION.

If Satellite terminates or suspends your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, Satellite reserves the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

12. MODIFICATIONS AND INTERRUPTIONS

Satellite reserves the right to change, modify, or remove the contents of the Services at any time, for any reason, or no reason at all, at its sole discretion, without providing any notice. However, Satellite shall have no obligation to update any information on its Services. Satellite will not be liable to you or any third party for any modification/alteration, price change, suspension, or discontinuance of the Services, including but not limited to the App.

Satellite does not guarantee the Services will be available at all times or at any time. Satellite may experience hardware, software, or other problems, or it may need to perform maintenance related to the Services, resulting in interruptions, delays, or errors (“Service Interruptions”). Satellite reserves the right to change, revise, update, suspend, discontinue, or otherwise modify the Services at any time or for any reason without notice to you. You agree that Satellite shall have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Services or App at any time, including but not limited to during any downtime or discontinuance of the Services. Nothing in these Legal Terms shall be construed to obligate Satellite to maintain and support the Services or to supply any corrections, updates, or releases in connection therewith.

13. GOVERNING LAW AND VENUE

These Legal Terms and your use of the Services and App are governed by and construed in accordance with the laws of the State of Minnesota applicable, without regard to its conflict of law principles. You and Satellite agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Hennepin, Minnesota, to resolve any dispute or claim arising from this Agreement.

Application of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act (UCITA) are excluded from these Legal Terms. In no event shall any claim, action, or proceeding brought by either you or Satellite related in any way to the Services be commenced more than one (1) years after the cause of action arose.

14. CORRECTIONS

There may be information on the Services that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. Satellite reserves the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Services at any time, without prior notice.

15. DISCLAIMER

THE SERVICES ARE PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, SATELLITE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SATELLITE MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SERVICES' CONTENT OR THE CONTENT OF ANY WEBSITES OR MOBILE APPLICATIONS LINKED TO THE SERVICES AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICES, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF SATELLITE'S SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICES BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES. SATELLITE DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICES, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND IT WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

16. LIMITATIONS OF LIABILITY

IN NO EVENT WILL SATELLITE OR ITS DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE SERVICES, EVEN IF SATELLITE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, SATELLITE'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE LESSER OF THE AMOUNT PAID, IF ANY, BY YOU TO SATELLITE DURING THE SIX (6) MONTH PERIOD PRIOR TO ANY CAUSE OF ACTION ARISING OR \$1,000.00 USD. CERTAIN US STATE LAWS AND INTERNATIONAL LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

17. INDEMNIFICATION

You agree to defend, indemnify, and hold Satellite harmless, including its subsidiaries, affiliates, and all of its respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) use of the Services; (2) breach of these Legal Terms; (3) any breach of your representations and warranties set forth in these Legal Terms; (4) your violation of the rights of a third party, including but not limited to intellectual property rights; or (5) any overt harmful act toward any other user of the Services with whom you connected via the Services. Notwithstanding the foregoing, Satellite reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify Satellite, and you agree to cooperate, at your expense, with Satellite's defense of such claims. Satellite will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

18. USER DATA

Satellite will maintain certain data that you transmit to the Services, including your use of the App, for the purpose of managing the performance of the Services, as well as data relating to your use of the Services and App. Although Satellite performs regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Services. You agree that Satellite shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against Satellite arising from any such loss or corruption of such data.

19. ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

Visiting the Services, sending Satellite emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications Satellite provides to you electronically, via email and on the Services, satisfy any legal requirement that such communication be in writing. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY SATELLITE OR VIA THE SERVICES. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

You agree that Satellite and its affiliates may collect and use your user data, technical data, and related information, including but not limited to information about your device, system, application, software, and peripherals, for its marketing and sales purposes ("Satellite Marketing"). You further agree that Satellite may send or transmit to you Satellite Marketing materials directed to one or more of its products or services, and that such materials shall not constitute spam or other unwanted advertisement communications.

20. CALIFORNIA USERS AND RESIDENTS

If any complaint with Satellite is not satisfactorily resolved, you can contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, California 95834 or by telephone at (800) 952-5210 or (916) 445-1254.

21. TERM AND TERMINATION

This Agreement is effective until terminated by you or Satellite. Your rights under this Agreement will terminate automatically if you fail to comply with any of its terms, or if Satellite believes, in its sole discretion, that you failed to comply with any of its terms.

If you fail, or Satellite suspects that you have failed, to comply with any of the provisions of this Agreement, Satellite may, without notice to you terminate this Agreement, and your access to the Services, and you shall remain liable for any amounts due or owed, or any damages caused by you up to and including the date of termination.

Apple further reserves the right to modify, suspend, or discontinue the Services (or any part or Content thereof) at any time with or without notice to you, and Apple will not be liable to you or to any third party should it exercise such rights.

22. MISCELLANEOUS

These Legal Terms and any policies or operating rules posted by Satellite on the Services or in respect to the Services constitute the entire agreement and understanding between you and Satellite.

Satellite's failure to exercise or enforce any right or provision of these Legal Terms shall not operate as a waiver of such right or provision. These Legal Terms operate to the fullest extent permissible by law.

These Legal Terms shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto and their respective successors and permitted assigns. You agree that you may not transfer or assign any rights or obligations you have under these Legal Terms. Satellite may assign any or all of its rights and obligations to others at any time.

Satellite shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond its reasonable control.

If any provision or part of a provision of these Legal Terms is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Legal Terms and does not affect the validity and enforceability of any remaining provisions.

There is no joint venture, partnership, employment or agency relationship created between you and Satellite as a result of these Legal Terms or use of the Services.

You agree that these Legal Terms will not be construed against Satellite by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Legal Terms and the lack of signing by the parties hereto to execute these Legal Terms.

The headings and captions of these Legal Terms are inserted for convenience of reference and do not define, limit or describe the scope or intent of these Legal Terms or any particular section, paragraph, or provision.

All remedies under these Legal Terms are cumulative and in addition to any other rights and remedies available to Satellite at law or in equity. The parties hereby acknowledge and agree that any breach or threatened breach of these Legal Terms by you may cause irreparable injury to Satellite for which monetary damages are inadequate, difficult to compute, or both. Accordingly, the parties agree that these Legal Terms may be enforced by specific performance, injunction or any other equitable remedy, without requiring Satellite to post a bond, in addition to any other remedies available to Satellite.

23. CONTACT US

In order to resolve a complaint regarding the Services or to receive further information regarding use of the Services, please contact us at:

Satellite Industries Inc.
13705 1st Avenue North
Plymouth, MN 55441
United States
Phone: (+1)8008831123
information@satelliteindustries.com

All notices to Satellite shall be in writing and shall be deemed to have been received (i) upon delivery to Satellite in person or by courier or (ii) three (3) days after the date mailed by registered or certified mail, return receipt requested, in all cases to the address for Satellite set forth above.