
Verizon Smart Locator Service Terms and Conditions

The Verizon Smart Locator Service (“**Service**”) is a solution that provides location tracking capabilities for possessions or pets through the Smart Locator device (“**Device**”), in conjunction with the Smart Locator Hub application (“**App**”), **which is available for download from the Apple® App Store® or Google Play™ Store.** The App allows you to control the Device settings and functions, and allows users to track the location of the Device. Before you start, we want you to know some important things about the Service.

This agreement is between you as our customer and Verizon Wireless (“**VZW**”) and it sets forth the terms and conditions under which you agree to use and we agree to provide the Service. To use the Service, you must install the App on your smartphone and sign up for a Verizon Smart Locator service plan. By using the Service, you accept these Terms and Conditions, which may be modified by us from time to time. By continuing to use the Service after we have notified you of any changes, you agree to accept those changes

1. **Customer Agreement.** To use the Service, you must install the App on your smartphone and sign up for a Verizon Smart Locator service plan. Your use of the Service also is subject to all of the terms in your Customer Agreement with us. The current version of the Customer Agreement can be found at:
www.verizonwireless.com/b2c/support/customer-agreement.
2. **Charges.** Your download of the Service will be billed according to your applicable carrier’s data plan. Your use of the Service will be billed according to your applicable monthly plan, and data charges may apply. During the registration and activation process, we also will send you a text (SMS) message with a security code (or if you log in with your Google credentials, we will send you an email) to verify your mobile phone number; messaging charges and data rates may apply. Carriers are not liable for delayed or undelivered messages. When using the App outside of the U.S., global data charges will apply. Visit



www.vzw.com/global for more information if you are a VZW subscriber. Please note that the Device will not function outside of the U.S., but you can use the App outside of the U.S. if the Device is charged and in the U.S.

3. **Privacy.** Information collected and used by this Service is subject to the Verizon Privacy Policy, which can be found at <https://www.verizon.com/about/privacy>.
4. **Intended Use; Registered Users.** The Service is intended to be used by those ages 18 years old and older (“Registered Users”) who either: (a) are the Verizon Account Owner or Co-Owner, or (b) authorized Friends. Owners, Co-Owners and Friends are permitted to locate Devices, and receive time, location and other alerts, while only Owners and Co-Owners are permitted to change Device settings, turn Devices on and off, and add, remove or manage Device contacts.
5. **Registration and Activation.** To register, the primary user must activate the Device when prompted during the registration process. The primary user must designate the secondary user(s) before the secondary user(s) can register and connect to the designated Device. By registering the Device with the Service, you (whether as a primary or a designated secondary user) agree to be responsible for all activities occurring with that registered Device. You should not use the Service other than as intended and VZW accepts no liability for any such unauthorized use.
6. **Location.** As a primary user, by using the Service and designating secondary users, you consent and permit VZW to disclose location and related information (including geo-fencing and times in and of locations) about your Device to the designated secondary users (who also need to be registered users of the Service), and as necessary to enable delivery of the Service. Location information is stored in the Service in encrypted form for up to 60 days on secure servers. The location information provided is an approximate location of the Device. VZW does not represent, warrant or guarantee the reliability or accuracy, completeness or timeliness of any location information provided through the Service.
7. **Safe and Lawful Use.** As a primary user or designated secondary user, you will use the Service, the Device, and the location information provided thereby, only for lawful purposes and in



accordance with these Terms and Conditions. You are responsible for any costs incurred by VZW or any other party (including reasonable legal fees) as a result of your misuse or fraudulent use of the Service and the Device. Misuse or fraudulent use includes, but is not limited to, the following:

- Registration fraud or unauthorized access;
- Using the Service to harass, stalk, defame, threaten, or otherwise violate the legal rights of others;
- Using the App and/or Service without permission on a stolen or lost smartphone;
- Attempting or assisting another to access, alter, or interfere with the communications and/or information of a Device user or user of the Service;
- Tampering with or making an unauthorized connection to the Service or a Device.

8. **Licenses.** You have a limited, non-exclusive, non-transferable license to use the Service and the object code version of the Service's software solely for the purposes for which it is provided and only in accordance with all documentation provided by VZW or its licensors. You may not adapt, alter, modify, reverse engineer, de-compile, disassemble, translate, attempt to derive source code from or create derivative works of the Service or Software, or otherwise tamper with or modify any security features or other Service components for any reason (or allow or help anyone else to do so). You also agree to follow all rules and policies applicable to the Service, including the installation of required or automated updates, modifications and/or reinstallations of Software and obtaining available patches to address security, interoperability and/or performance issues.

9. The software contains some programming, scripts, tools, modules, libraries, components, or other items that were developed using "Open Source" code, which are available for download at www.verizon.com/opensource. Certain software or technical information is licensed from third parties, and may be covered by one or more U.S. Patents, pending U.S. patent applications, and pending counterpart European and international patents.

10. **Restrictions on Use.** You may not, or allow others to, adapt, alter, modify, de-compile, reverse engineer, translate, or create derivative works of the Service or any included software.



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11. **Termination.** VZW may terminate or discontinue the Service at any time without notice, including if you breach this Agreement.
 12. **Disclaimer of Warranty.** THIS SERVICE AND ANY INCLUDED SOFTWARE IS PROVIDED “AS IS,” WITHOUT WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND BY EITHER VZW OR ITS LICENSORS.
 13. **Driving Safety.** VZW is not responsible for use of any mobile devices while driving. Safe driving is your responsibility and should always be your first priority. Use of your mobile phone or other electronic devices while driving can cause distractions, even if you are using hands free devices. Consider turning off your mobile phone and allowing calls to go to voicemail, and never text or email while driving.

Effective 6/13/2019