



# STATUS REPORT

## STATUS REPORT

Document first issued: September 13, 2016

Last Updated: September 29, 2017

Document code: F-TSUSA

Author: Fortress

---

# TERMS OF SERVICES

## 1. ABOUT US

- 1.1. We are Fortress Global, Inc. a technology and security company that is registered in state of Delaware (“**Fortress**”, “**We**” or “**Us**”). Our registered address is: 1201 Orange Street, Suite 600, Wilmington, Delaware 19801.
- 1.2. We provide You the end user (“**You**”, “**Your**” or “**You’ll**”) the Fortress website and related websites (“**Sites**”) which are accessible at Yourfortress.com and the Fortress mobile applications (“**App**”) for Your mobile phone or other connected device (“**Device**”) on the following terms and conditions (“**Terms**”). In order to access our various services (each a “**Service**” collectively “**Services**”), You must download the App, join and select a membership tier (“**Tier**”).

## 2. ACCEPTANCE OF TERMS

- 2.1. In addition to this Terms of Services, please see also the Terms of Site Use and Terms of Coverage (together, “**Terms**”) as well as our Privacy Policy, Cookies Policy, Security Policy and Copyright Policy (together, “**Policies**”) which each contain important information about the basis on which we make our Sites, Apps and Services available to You.
- 2.2. By accessing or using our Site, App and Services, You agree to follow and be bound by these Terms and Policies.
- 2.3. All of the Terms and Policies are accessible at [www.yourfortress.com/usa/legal](http://www.yourfortress.com/usa/legal)
- 2.4. Fortress reserves the right, at its sole discretion, to update the Terms and Policies at any time. You can review the most current version of the Terms and Policies at the [www.yourfortress.com/usa/legal](http://www.yourfortress.com/usa/legal). Your use of the App and the Services thereafter constitutes Your agreement to and acceptance of the applicable Terms and Policies and their revisions or updates. You should periodically read the Terms and Policies to learn of any revisions or updates.
- 2.5. If You have any questions, please contact us at [help@yourfortress.com](mailto:help@yourfortress.com).
- 2.6. You warrant and represent that You are: (1) a U.S. resident; (2) of legal age to form a binding contract in the state in which You reside or alternatively have consent of your parents or legal guardian; and (3) not a person barred from using the Site, App or Services under the laws of the United States or any other applicable jurisdiction. If we have reason to suspect that You are not in compliance with any of the foregoing, we may suspend or terminate Your account and deny You access to the Site, App and Services.



### 3. LICENSE GRANT

Subject to your compliance with all of the Terms and Policies, Fortress grants you a non-exclusive, revocable, non-transferable, non-sublicensable, limited license to access and use the Site, App and Services. Any rights not expressly granted herein are reserved by Fortress.

### 4. YOUR ACCOUNT

- 4.1 To place an order for Services, you must create a user account with us and choose a password. You are responsible for maintaining the confidentiality of your account information, including your password. You are also responsible for all activities that occur under your account. You agree not to share your account information with any unauthorized third party and to notify us immediately of any unauthorized use of your account or any other breach of account security.
- 4.2 When creating an account, you agree to:
- 1) provide true, accurate, current and complete information about yourself as prompted by our Services registration form (the "**Registration Data**"), including but not limited to your name, company name, contact information and information about your Device and;
  - 2) maintain and promptly update the Registration Data to keep it true, accurate, current and complete.
- 4.3 We reserve the right, in our sole discretion, to suspend or terminate your account and to deny you access to the Site, App or Services without notice for any reason, including, but not limited to, if we believe that any Registration Data provided by you is untrue, inaccurate or incomplete.

### 5. YOUR USE OF OUR SERVICES

- 5.1. You shall not use the Site, App or Services in any way that intentionally or unintentionally violates any applicable local, state, national or international law or regulation.
- 5.2. You shall not (and shall not allow any third party to):
- 1) copy, modify, create a derivative work from, decompile, decode, reverse engineer, reverse assemble or otherwise attempt to discover any source code in the Site, App or Services;
  - 2) sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Site, App and Services;
  - 3) attempt to access or derive the source code or architecture of the Site, App or Services;

- 4) access the Site, App or Service by any means other than through the interface provided by Fortress and as expressly authorized under the Terms;
- 5) access the accounts of other users, penetrate the Site' or App' or Services' security measures or use the Site, App or Services as a means to collect or store personal data about others or to engage in marketing activities;
- 6) transmit or otherwise make available, upload, post or e-mail any message that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, pornographic, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- 7) stalk or otherwise harass another person or entity;
- 8) impersonate any person or entity, including, but not limited to, Fortress personnel, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- 9) use spiders, crawlers, robots or any other means to access the Site, App or Services or substantially download, reproduce or archive any portion of the Site, App or Services;
- 10) interfere with or disrupt the Site, App or Services or servers or networks connected to the Site, App or Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Site, App or Services;
- 11) modify, damage, disrupt, disable, overburden, impair, alter or interfere with the use, features, functions, operation, security or maintenance of the Site, App or Services or the rights or use and enjoyment of the Site, App or Services by any other person or entity in any manner;
- 12) transfer files that contain viruses, trojans or other harmful programs or use the Site, App or Services in any way that may damage or disrupt another's computer;
- 13) create serial accounts for disruptive or abusive purposes or squat on accounts to prevent legitimate use by others;
- 14) forge headers or otherwise manipulate identifiers in order to disguise the origin of any messages transmitted through the Site, App or Services;
- 15) upload, post, e-mail, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes or any other form of solicitation;
- 16) upload, post, e-mail, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; or

- 17) disrupt the normal flow of dialogue, cause a screen to scroll faster than other users of the Service are able to type, or otherwise act in a manner that negatively affects the ability of other users to use the Site, App or Services.

## 6. PAYMENT

If you purchase any Tier or Service that Fortress offers for a fee, either on a one-time or subscription basis, you agree to pay the applicable fees for such Tier or Service as such fees become due (“**Fee**” or collectively “**Fees**”). Your failure to pay any Fees when due will result in immediate cancellation of such Services or Tier and may cause your user account to become inactive.

## 7. TERMINATION

- 7.1. Fortress reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Site, App and/or Services (or any part thereof) with or without notice. You agree that Fortress shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Site, App and/or Services. You acknowledge and agree that Fortress is not obligated to provide you with support, software upgrades, enhancements or modifications of the Site, App or Services.
- 7.2. You agree that Fortress may, under certain circumstances and without prior notice, immediately terminate your account or access to the App, Site or Services. Cause for such termination shall include, but not be limited to:
  - 1) any breach or violation of the Terms or other incorporated agreement, guideline or rule;
  - 2) any request or order issued by a court or a law enforcement or other government official;
  - 3) a request by you (for example, self-initiated account deletions);
  - 4) discontinuance or material modification of the Site, App or Services;
  - 5) unexpected technical or security issues or problems;
  - 6) extended periods of inactivity and;
  - 7) your engagement in fraudulent or illegal activities and;
  - 8) your failure to pay any Fees due Fortress. You agree that all terminations for cause shall be made in Fortress's sole discretion and that Fortress shall not be liable to you or any third party for any termination of your account. Upon termination of the Terms, you shall still be responsible for any fees due and owing to Fortress.



## 8. RETURN OR CANCELLATION

- 8.1. A **“Return”** is defined as a Your request made within thirty (30) days of the Purchase Date, to cancel the Tier, and is subject to approval. You must deliver to Fortress a written request to cancel the Tier stating your full name, account number, Device and Tier and giving details why you wish to cancel by email to [help@yourfortress.com](mailto:help@yourfortress.com). With an approved Return, You will receive all funds paid toward the Fee. A Return will not be approved if You have received claim benefits as provided in the Terms of Coverage. Returns may be processed by the Authorized Dealer that sold the Services or by Fortress directly.
- 8.2. A **“Refund”** is defined as Your request, made between the second (2nd) and twelfth (12th) months starting from the Purchase Date, to cancel the Tier, and is subject to approval. You must deliver to Fortress a written request to cancel the Tier stating your full name, account number, Device and Tier and giving details why you wish to cancel by email to [help@yourfortress.com](mailto:help@yourfortress.com). With an approved Refund, You will receive a prorated refund of the Fee and taxes paid on the Purchase Date. A request for Refund will not be approved if You have received claim benefits as provided in the Terms of Coverage. A processing fee of \$20.00 applies to each Refund. All Refunds are handled exclusively by Fortress; Authorized Dealers are unable to process Refunds.
- 8.3. We may cancel any Service, without giving any reason, by giving you 30 days written notice. We will make a proportionate refund of the amounts that you have paid for the Service.

## 9. INDEMNIFICATION

- 9.1. You agree to indemnify and hold Fortress and its parents, subsidiaries, affiliates, officers, directors, employees, agents, partners and licensors (“Fortress Parties”) harmless from any claim or demand, including reasonable attorneys' fees, due to or arising out of: (a) your use of the Site, App and Services; (b) your violation of the Terms; or (c) your violation of any rights of another party. You shall provide the Fortress Parties with prompt written notice of any claim, suit or action from which you must indemnify the Fortress Parties.
- 9.2. The Fortress Parties reserve the right to assume, at their sole expense, the exclusive defense and control of any such claim or action and all negotiations for settlement or compromise, and you agree to fully cooperate with the Fortress Parties in the defense of any such claim, action, settlement or compromise negotiations, as requested by the Fortress Parties.
- 9.3. We may provide links to other website and services from time to time, or integrate elements of them into our own Site, App and Services, such as the payment processor Stripe. These links and integrations are provided for your ease of reference and convenience only and we are not responsible for the third-party website and services that you may access through them. You agree that we shall not be liable to you in respect of any loss or damage which you may suffer as a result of such access to third party website and services. You also acknowledge that your use of such third-party



website and services may be subject to their own terms and conditions and policies, which you agree to comply with.

## **10. DISCLAIMER OF WARRANTIES**

- 10.1. YOUR USE OF THE SITE, APP AND SERVICES IS AT YOUR SOLE RISK. THE SITE, APP OR SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. FORTRESS AND ITS PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS (COLLECTIVELY, THE "FORTRESS PARTIES") EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT, NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, TO THE MAXIMUM AMOUNT PERMITTED BY LAW.
- 10.2. THE FORTRESS PARTIES MAKE NO WARRANTY THAT: (1) THE SITE, APP OR SERVICES WILL MEET YOUR REQUIREMENTS; (2) THAT THE SITE, APP OR SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (3) THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SITE, APP OR SERVICES WILL BE ACCURATE OR RELIABLE; (4) THE SITE, APP OR SERVICES ARE OF A PARTICULAR QUALITY, ARE ACCURATE, CURRENT OR COMPLETE; OR (5) THAT ANY ERRORS IN THE SITE, APP OR SERVICES WILL BE CORRECTED.
- 10.3. ANY MATERIAL DOWNLOADED FROM OR OTHERWISE ACCESSED THROUGH THE SITE, APP OR SERVICES IS ACCESSED AT YOUR OWN RISK, AND YOU SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY OR PERSON, INCLUDING, BUT NOT LIMITED TO, YOUR COMPUTER SYSTEM AND ANY DEVICE YOU USE TO ACCESS THE SITE, APP OR SERVICES, OR ANY OTHER LOSS THAT RESULTS FROM ACCESSING SUCH MATERIALS.

## **11. LIMITATION OF LIABILITY**

- 11.1. YOU ACKNOWLEDGE AND AGREE THAT THE FORTRESS PARTIES SHALL NOT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR
- 11.2. EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR FORTRESS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (1) THE USE OF OR INABILITY TO USE THE SITE, APP OR SERVICES; (2) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR CONTENT RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH THE SITE, APP OR SERVICES; (3) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (4) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SITE, APP OR SERVICES; OR (5) ANY OTHER MATTER RELATING TO THE SITE, APP OR SERVICES. IN NO EVENT SHALL THE FORTRESS PARTIES' TOTAL LIABILITY TO YOU FOR ALL CLAIMS ARISING UNDER OR RELATING TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT YOU HAVE PAID FORTRESS TO ACCESS THE SITE, APP AND/OR SERVICE.





11.3. UNDER NO CIRCUMSTANCES SHALL FORTRESS BE LIABLE IN ANY WAY FOR ANY CONTENT, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, E-MAILED, TRANSMITTED OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICE.

11.4. FORTRESS ASSUMES NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY CONTENT (INCLUDING, BUT NOT LIMITED TO, YOUR CONTENT AND USER CONTENT), USER COMMUNICATIONS OR PERSONALIZATION SETTINGS.

## 12. NO THIRD-PARTY BENEFICIARIES

You agree that, except as otherwise expressly provided, there shall be no third-party beneficiaries to these Terms.

## 13. INTELLECTUAL PROPERTY RIGHTS

You acknowledge and agree that Fortress and its licensors own all rights associated with the Site, App and Services, including but not limited to: (1) patents, patent applications, inventions (whether or not patentable or reduced to practice) and any improvements thereto, together with all reissues, continuations, continuations-in-part, divisionals, revisions, extensions and/or reexaminations thereof; (2) trademarks, service marks, trade dress, trade names, logos, corporate names, domain names and all other source identifiers (whether registered or unregistered), and all registrations and services for registration thereof (including, but not limited to, all translations, adaptations, derivations and combinations of the foregoing), together with all the goodwill associated therewith; (3) copyrights, mask works, copyrightable works and works of authorship (whether registered or unregistered), and all registrations and services for registration thereof and all associated moral rights; (4) computer software (including, but not limited to, all source code, object code, libraries and technical elements therein), data, databases and documentation therefore; (5) trade secrets and other confidential information; and (6) all other intellectual property rights (of every kind and nature throughout the world and however designated) whether arising by operation of law, contract, license or otherwise (collectively "Intellectual Property Rights").

## 14. GENERAL

14.1. In these Terms, any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be deemed to include the words "without limitation" and shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

14.2. *Entire Agreement.* The Terms constitute the entire agreement between you and Fortress concerning your use of the Site, App and Services, superseding any prior or contemporaneous agreements between you and Fortress with respect to the subject matter hereof.



- 14.3. *Assignment.* You may not assign or delegate any right or obligation under the Terms by operation of law or otherwise, without the prior written consent of Fortress. Fortress may assign or delegate any right or obligation under the Terms, by operation of law or otherwise, without your consent.
- 14.4. *Choice of Law and Forum.* These Terms and the relationship between you and Fortress shall be governed by the laws of the State of New York, without regard to conflict of law principles. Any action, proceeding, controversy or claim between you and Fortress arising out of or relating to this Agreement shall be brought in the United States District Court for the Southern District of New York or, if federal jurisdiction is not available, in the Supreme Court of New York County, and each party hereby submits to the personal jurisdiction of such courts with respect to such actions. YOU HEREBY WAIVE YOUR RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIM, ACTION OR PROCEEDING, DIRECTLY OR INDIRECTLY, ARISING OUT OF, OR RELATING TO, THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW.
- 14.5. *Non-Waiver.* The failure of Fortress to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision.
- 14.6. *Severability.* If any provision of these Terms shall be held to be invalid or unenforceable under applicable law, then such provision shall be construed, limited, modified or, if necessary, severed to the extent necessary to eliminate its unenforceability.
- 14.7. *Survival.* The provisions of these Terms that should by their nature survive termination of these Terms shall survive such termination.

## 15. CONTACT US

If You have any questions, please contact us via email at [help@yourfortress.com](mailto:help@yourfortress.com) or alternatively via postal mail at:

Fortress Global, Inc.,  
520 Broadway,  
Suite 200,  
Santa Monica  
California 90401