

Real Time Trigger Terms and Conditions

READ CAREFULLY. This Terms of Use Agreement ("Terms of Use") applies to use of the Compass Group, LLC Real Time Trigger (realtimetrigger.com) website located at <http://www.realtimetrigger.com> (the "Site"). The Site is the property of The Compass Group, LLC. Before you make any purchases, you must first establish a customer account. BY CLICKING "I HAVE READ, UNDERSTAND AND AGREE TO THE TERMS OF USE," YOU AGREE TO THESE TERMS OF USE. IF YOU DO NOT AGREE, DO NOT CLICK ON THE BUTTON AND DO NOT USE THE SITE.

The Compass Group, LLC reserves the right, at its sole discretion, to change, add or remove portions of this Terms of Use, at any time. It is your responsibility to check this Terms of Use each time before using the Site. Your continued use of the Site following the posting of changes will mean that you accept and agree to the changes. You agree that all subsequent purchases by you will be subject to the terms and conditions of this Terms of Use, which shall apply until we post a modified Terms of Use and then in accordance with such modified Terms of Use. As long as you comply with this Terms of Use and any such modifications, The Compass Group, LLC grants you ("End User") a personal, non-exclusive, non-transferable, non-sub-licensable, limited privilege to enter and use the Site.

1. Content; Copyright and Trademark Notice. All media (downloaded or samples), software, text, images, graphics, user interfaces, music, videos, photographs, trademarks, logos, artwork and other content on the Site (collectively, "Content"), including but not limited to the design, selection, arrangement, and coordination of such Content on the Site is owned or licensed by or to The Compass Group, LLC, and is protected by copyright, trade dress, and trademark laws, and various other intellectual property rights laws. Except as expressly provided in this Terms of Use, no part of the Site and no Content may be reproduced, recorded, retransmitted, sold, rented, broadcast, distributed, published, uploaded, posted, publicly displayed, altered to make new works, performed, digitized, compiled, translated or transmitted in any way to any other computer, website or other medium or for any commercial purpose, without The Compass Group, LLC prior express written consent. Except as expressly provided herein, you are not granted any rights or license to patents, copyrights, trade secrets, trade dress, rights of publicity or trademarks with respect to any of the Content, and The Compass Group, LLC reserves all rights not expressly granted hereunder. The Compass Group, LLC expressly disclaims all responsibility and liability for uses by you of any Content obtained on or in connection with the Site.

Real Time Trigger is a trademark, custom graphics, icons, logos and service names are registered trademarks, trademarks or service marks of The Compass Group, LLC. All other trademarks or service marks are property of their respective owners. The use of any The Compass Group, LLC trademark or service mark without The Compass Group, LLC's express written consent is strictly prohibited.

2. Registration; Customer Accounts; Use of Site. Certain services offered on or through the Site require you to first open an account. You are responsible for maintaining the confidentiality of your account information, including your password, and for all activity that occurs under your account. You agree to notify The Compass Group, LLC 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 The Compass Group, LLC or any other user of the Site due to someone else using your password or customer account. You may not use anyone else's password or customer account at any time. You may not attempt to gain unauthorized access to the Site. Should you attempt to do so, assist others in making such attempts, or distributing instructions, software or tools for that purpose your customer account will be terminated. You agree to provide us with accurate, current and complete information about yourself and your billing information as prompted by the registration process. You may not use any automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy, probe, test or monitor any portion of the Site or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Site or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Site. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Site or any of the systems or networks comprising or connected to the Site.

You also agree that The Compass Group, LLC may, in its sole discretion and without prior notice to you, terminate your access to the Site and your account for any reason, including without limitation: (1) attempts to gain unauthorized access to the Site or assistance to others' attempting to do so, (2) overcoming software security features limiting use of or protecting any Content, (3) discontinuance or material modification of the Site or any service offered on or through the Site, (4) violations of this Terms of Use, (5) failure to pay for purchases, (6) suspected or actual copyright infringement, (7) unexpected operational difficulties, or (8) requests by law enforcement or other government agencies. You agree that The Compass Group, LLC will not be liable to you or to any third party for termination of your access to the Site.

3. Consent To Collection, Use & Disclosure of Your Personal Information. As more fully described in our Privacy Policy, ([click here to view](#)), you must disclose certain Personally Identifiable Information to use our Site, register, and make purchases. As a condition of registering with our Site or making any purchases of any products and/or services or conduct any transactions, you represent that you have first read our Privacy Policy and consent to the collection, use and disclosure of your Personally Identifiable Information and Non-Personally Identifiable Information as described in our Privacy Policy. Our Privacy Policy's terms and conditions will change from time to time, and as a condition of browsing the Site, using any features or making any purchase, you agree that you will first review our Privacy Policy prior to making any initial or subsequent purchases.

While The Compass Group, LLC takes reasonable steps to safeguard and to prevent unauthorized access to your personal information, we cannot be responsible for the acts of those who gain unauthorized access and we make no warranty, express, implied, or otherwise, that we will prevent unauthorized access to your private information. IN NO EVENT SHALL THE COMPASS GROUP, LLC OR ITS AFFILIATES BE LIABLE FOR ANY DAMAGES (WHETHER CONSEQUENTIAL, DIRECT, INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR OTHERWISE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, A THIRD PARTY'S UNAUTHORIZED ACCESS TO YOUR PERSONAL INFORMATION, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON CONTRACT, STRICT LIABILITY, TORT OR OTHER THEORIES OF LIABILITY, AND

ALSO REGARDLESS OF WHETHER THE COMPASS GROUP, LLC WAS GIVEN ACTUAL OR CONSTRUCTIVE NOTICE THAT DAMAGES WERE POSSIBLE.

4. Consent To Our Communication With You By E-Mail. By establishing an account with us, and each time you make a purchase through our Site, you grant permission for The Compass Group, LLC to contact you at your e-mail address. To stop receiving our marketing emails, send an e-mail to us at customerservice@realtimetrigger.com or follow the opt-out procedures set forth in such marketing emails.

5. Conditions of Sale and Payment Terms. To purchase any goods and/or services on our Site, you must (a) be at least eighteen (18) years of age or the applicable state age of majority, (b) be a natural person (no corporations, partnerships or other legal entities), and (c) be a resident in the 50 states of the United States of America, exclusive of its commonwealths, territories and possessions ("United States"). If making direct payment for the purchase of any goods or services on our Site, you must provide to PayPal a valid credit card number and associated payment information including all of the following: (i) your name as it appears on the card, (ii) your credit card number, (iii) the credit card type, (iv) the date of expiration and (v) any activation numbers or codes needed to charge your card. By submitting that information to PayPal, you hereby agree that you authorize PayPal to charge your card immediately upon credit card authorization. All sales of products and services are final. All charges from those sales are nonrefundable.

6. Methods of Payment, Credit Card Terms and Taxes. All payments must be made via PayPal (which may be removed by The Compass Group, LLC in its sole discretion). Unless expressly set forth on The Realtimetrigger.com site, we do not accept any other payment form. If we offer or accept any other form of payment, you hereby agree to all restrictions, terms and conditions associated with such additional form of payment. Your PayPal agreement governs your use of your designated card, and you must refer to that agreement and not this Terms of Use to determine your rights and liabilities as a cardholder. YOU, AND NOT THE COMPASS GROUP, LLC, ARE RESPONSIBLE FOR PAYING ANY UNAUTHORIZED AMOUNTS BILLED TO YOUR CREDIT CARD BY A THIRD PARTY. You agree to pay all fees and charges incurred in connection with your purchases (including any applicable taxes) at the rates in effect when the charges were incurred. Unless you notify The Compass Group, LLC of any discrepancies within sixty (60) days after they first appear on your PayPal statement, you agree that they will be deemed accepted by you for all purposes. If The Compass Group, LLC does not receive payment from PayPal or its agent, you agree to pay all amounts due upon demand by The Compass Group, LLC or its agents. You are responsible for paying any governmental taxes imposed on your purchases, including, but not limited to, sales, use or value-added taxes. The Compass Group, LLC shall automatically charge and withhold the applicable sales tax for transactions to addresses within Missouri and any other states or localities that it deems is required.

7. Order Acceptance Policy. Your receipt of an electronic or other form of order confirmation does not signify our acceptance of your order, nor does it constitute confirmation of our offer to sell. The Compass Group, LLC reserves the right at any time after receipt of your order to accept or decline your order for any reason. The Compass Group, LLC further reserves the right any time after receipt of your

order, without prior notice to you, to supply less than the quantity you ordered of any item. Your order will be deemed accepted by The Compass Group, LLC upon completion of the real time trigger module, as indicated by our servers.

8. No Responsibility To Sell Mispriced Products Or Services. The Compass Group, LLC shall have the right to refuse or cancel any orders placed for products and/or services listed at an incorrect price, rebate or refund, or containing any other incorrect information or typographical errors. The Compass Group, LLC shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and your PayPal / credit card / account charged. If your PayPal / credit card / account has already been charged for the purchase and your order is canceled, The Compass Group, LLC shall immediately issue a credit to your account in the amount of the charge.

9. Modifications to Prices or Billing Terms. THE COMPASS GROUP, LLC RESERVES THE RIGHT, AT ANY TIME, TO CHANGE ITS PRICES AND BILLING METHODS FOR PRODUCTS OR SERVICES SOLD, EFFECTIVE IMMEDIATELY UPON POSTING ON THE SITE OR BY E-MAIL DELIVERY TO YOU.

10. Service and Support. All requests for technical service and support should be made by contacting customerservice@realtimetrigger.com.

11. Indemnification. You agree to indemnify and hold harmless The Compass Group, LLC and its parents, sister companies, subsidiaries, affiliates, service providers, other End Users, distributors, licensors, officers, directors and employees from any claim or demand, including reasonable attorneys' fees, made by any third party arising out of or related to your violation of this Terms of Use, or your violation of any law, regulation or third-party right.

12. Disclaimer of Warranties. THE SITE, PRODUCTS, SERVICES, CONTENT, DIGITAL DOWNLOADS, SOFTWARE, ARTWORK, DATA, AND INFORMATION ARE PROVIDED "AS IS." EXCEPT AS EXPRESSLY STATED HEREIN, THE COMPASS GROUP, LLC EXPRESSLY DISCLAIMS ALL WARRANTIES AND/OR CONDITIONS, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER RELATING TO OR REFERENCED BY THE REALTIMETRIGGER.COM SITE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY OR QUALITY OF DATA AND FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, TITLE, NON-INFRINGEMENT, LACK OF VIRUSES OR CORRESPONDENCE TO DESCRIPTION.

13. LIMITATION OF LIABILITY. THE ENTIRE RISK ARISING OUT OF THE USE OF THE SITE, THE USE OF ANY PRODUCTS AND/OR SERVICES OFFERED ON OR IN CONNECTION WITH THE SITE, AND/OR THE USE OF ANY CONTENT REMAINS WITH YOU. IN NO EVENT SHALL THE COMPASS GROUP, LLC OR ITS LICENSORS OR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR AFFILIATES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, SPECIAL, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF THIS TERMS OF USE OR THE USE OF OR INABILITY TO USE ANY PRODUCTS, SERVICES, CONTENT AND/OR DIGITAL DOWNLOADS, WITH THE DELAY OR INABILITY TO USE THE REALTIMETRIGGER.COM SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE PRODUCTS OR SERVICES, OR

FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND CONTENT OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE REALTIMETRIGGER.COM SITE WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE EVEN IF THE COMPASS GROUP, LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING ELSE IN THIS TERMS OF USE OR POSTED ON THE SITE, THE MAXIMUM LIABILITY THAT THE COMPASS GROUP, LLC SHALL HAVE IS LIMITED TO ANY AMOUNTS ACTUALLY PAID TO THE COMPASS GROUP, LLC BY END USER. ORDER INFORMATION SUCH AS BILLING OR SHIPPING ADDRESS THAT IS INACCURATE OR INCOMPLETE MAY RESULT IN DELAYS THAT SHALL NOT BE THE RESPONSIBILITY OF THE COMPASS GROUP, LLC. YOU ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS OF LIABILITY, DISCLAIMERS OF WARRANTIES AND LIMITED REMEDIES SET FORTH HEREIN REPRESENT AN INSEPARABLE ALLOCATION OF RISK (INCLUDING, WITHOUT LIMITATION, IN THE EVENT OF A TOTAL AND FUNDAMENTAL BREACH OF THIS TERMS OF USE) THAT IS AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

14. Policy to Terminate Privileges for Copyright Infringement. Pursuant to 17 U.S.C. § 512 as amended by Title II of the Digital Millennium Copyright Act (the "Act"), The Compass Group, LLC will terminate the account of any customer, or vendor who uses his or her privileges to unlawfully transmit copyrighted material without a license, valid defense or fair use privilege to do so. After proper notification by the copyright holder or its agent to The Compass Group, LLC and later confirmation through court order or an admission by the customer that an account has been an instrument of unlawful infringement, The Compass Group, LLC will terminate the infringing customer's account. The Compass Group, LLC may also in its sole discretion decide to terminate a customer's account privileges prior to that time if it has good belief that infringement has in fact occurred. In addition, pursuant to 17 U.S.C. § 512(c), The Compass Group, LLC has implemented procedures for receiving written notification of claimed infringements and for processing such claims in accordance with the Act. The Compass Group, LLC respects the intellectual property of others and we ask other to do the same. If you believe that your copyright has been infringed through the Realtimetrigger.com website, please contact us via phone at (314) 266-835, or mail at: The Compass Group, LLC, 5003 Hwy D, Defiance, MO 63341.

The Compass Group, LLC

5003 Highway D

Defiance, MO 63341

Any written notice describing the infringing activity must include the following information:

1. An electronic or physical signature of the person authorized to act on behalf of the owner of an exclusive that is allegedly infringed;
2. A description of the allegedly infringing work or material;
3. A description of where the allegedly infringing material is located on the site;
4. Information reasonably sufficient to allow us to contact you, such as your address, telephone number and e-mail address;

5. A statement by you that you have a good faith belief that the disputed use of the material is not authorized by the copyright or other proprietary right owner, its agent, or the law; and

6. A statement by you that the above information and notification is accurate, and under penalty of perjury, that you are the copyright owner or authorized to act on behalf of the owner whose exclusive right is allegedly infringed.

7. Additional Terms. The following policies are incorporated into this Agreement by reference and provide additional terms and conditions related to specific services offered on the Site:

Each of these policies may be changed from time to time and are effective immediately after we post the changes on the Site. In addition, when using particular services on the Site, you agree that you are subject to any posted policies or rules applicable to services you use through the Site, which may be posted from time to time. All such posted policies or rules are hereby incorporated by reference into this Agreement.

8. General. No delay or failure to take action under this Terms of Use shall constitute any waiver by The Compass Group, LLC of any provision of this Terms of Use. If any provision of this Terms of Use is invalid or unenforceable under applicable law, it is, to that extent, deemed enforceable to the fullest extent possible (and severable in the event such provision is completely unenforceable) and the remaining provisions of this Terms of Use will continue in full force and effect. This Terms of Use will bind and inure to the benefit of The Compass Group, LLC's permitted successors and assigns. One or more patents may apply to this Web site, including without limitation: provisional patent application number 61372550. Any claim under these Terms of Use must be brought within one (1) year after the cause of action arises. This Terms of Use shall be governed by the laws of the State of Missouri without regard to or application of any conflict of laws provisions. You consent to the exclusive jurisdiction of the state and federal courts sitting in Saint Louis, in the State of Missouri. This Terms of Use is personal to you and may not be transferred, assigned or delegated to anyone. Any attempt by you to assign, transfer or delegate this Terms of Use shall be null and void. The Compass Group, LLC may freely assign this Terms of Use without consent or notice. This Terms of Use (including all documents expressly incorporated herein by reference, including but not limited, to the relevant Usage Rules) constitutes the complete and exclusive agreement between The Compass Group, LLC and you with respect to the subject matter hereof and supersedes all prior oral or written understandings, communications or agreements not specifically incorporated herein.

Last modified: April 28, 2011