

Location Based Technologies Terms and Conditions

The terms and conditions below (the "Terms") together with the Privacy Policy govern your access to and use of the Location Based Technologies ("we", "us", "our", or "LBT"). Website and related mobile applications. This contract also applies to any Product and/or Service made, sold or provided by us. In some instances, using our Devices and/or our EUI will require that you install our software on your computer or mobile device.

By accessing our Websites and in order to install or use our EUI, you must agree to these Terms without modification by you. You may terminate these Terms at any time cancelling your Service and no longer accessing our EUI. Some provisions will continue to be effective after termination of these Terms. These Terms constitute a legal agreement between you and us. You agree to these Terms by accessing or using the Websites and/or our EUI. Do not access or use the Websites or our EUI if you are unwilling or unable to be bound by these Terms.

Definitions

Content means text, images, photos, audio, video, and all other forms of data or communication.

Device or Product means any GPS device made, sold or "Powered by" us.

End User Interface (the "EUI") means any user-interface which is created, owned or operated by LBT and is intended to be used in conjunction with our Products. This includes but is not limited to the user interfaces which are accessible via the World Wide Web at (www.locatinobasedtech.net), or any mobile App which is created, owned or operated by LBT.

Our Websites (or "Websites") means www.locationbasedtech.com and www.locationbasedtech.net and all of the content contained therein. Service means the wireless cellular service which enables your Product to transmit data to and from our servers, for which you will be charged a monthly (or annual) fee.

Software means the software contained within Devices.

A User (or "End User") means is someone who accesses, browses, crawls, scrapes, or in any way uses the Websites. The terms "you" and "your" refer to you, as a user of the Products and/or Websites.

Your Content means Content that you submit or transmit to or through the EUI or Websites, including location data from your device as well as any message you may post on or through the Websites or information that you display as part of your account profile.

Acceptance of Terms and Conditions

2 READ THIS AGREEMENT (INCLUDING THE ARBITRATION PROVISION) CAREFULLY BEFORE USING A DEVICE, VISITING OUR WEBSITES OR USING OUR EUI. BY USING A DEVICE, OR BY VISITING OR BROWSING OUR WEBSITES OR BY USING OUR EUI, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS. If you have any questions or concerns about the terms of this Agreement, please contact service@locationbasedtech.com.

These Terms and Conditions are an ongoing legal contract between you individually, or if you are authorized to acquire the Devices on behalf of your company or another organization, between the entity for whose benefit you act and LBT and apply to your use of your Device, the EUI and our Websites.

Changes to Terms and Conditions: LBT reserves the right, from time to time, with or without notice to you, to change these Terms and Conditions in our sole and absolute discretion.

The most current version of these Terms and Conditions can be reviewed by clicking on the "Terms and Conditions" located at the bottom of the first page of the LBT website (www.locationbasedtech.com) and the LBT website (www.locationbasedtech.com). The most current version of the Terms and Conditions will supersede all previous versions. You agree to be bound by such changes unless you, a) immediately stop using the EUI; and b) immediately deactivate all of the Devices associated with your account.

Return Policy: Devices Purchased Directly From LBT In the event that you are not completely satisfied with your Device, you may return the device to us within 30 days from the date of record of your purchase (the "Standard Return Period") for a refund, subject to the terms and conditions below.

You must return the Device in its original packaging and with all accessories included with it. The Device and the accessories must be in their original condition. You must include an original receipt as proof of your purchase. We must receive your returned device within forty (40) days of the date of purchase. For Devices that satisfy the terms and conditions herein and are returned within the Standard Return Period, LBT will refund the purchase price minus shipping, handling and one month of Service if the Device was activated. You assume the risk of loss during shipping. Lost units will not qualify for a refund.

We recommend you send all returns in such a manner that their delivery can be tracked and verified. We also recommend you make a copy of your sales receipt. Devices Purchased From an Authorized Third Party Dealer 3 The return of a Device purchased from an authorized third party (a "Third Party") shall be governed by the Third Party's return policy provided, however; LBT shall not be obligated to honor any return policy terms which are broader or more lenient than its own. Therefore, your return privileges can never be greater than those extended to you directly by LBT.

!!IMPORTANT!! RETURNING YOUR DEVICE WILL NOT AUTOMATICALLY DEACTIVATE YOUR ACCOUNT. YOU MUST DEACTIVATE YOUR ACCOUNT SEPARATELY TO ENSURE YOU ARE NOT CHARGED FOR ADDITIONAL SERVICE. TO DEACTIVATE YOUR DEVICE, CONTACT CUSTOMER SUPPORT AT 1-866-726-7543.

Compliance with the terms and conditions stated herein allows the customer to be eligible for a refund, but does not obligate LBT to provide one. All refunds are provided at LBT's sole discretion. Devices Purchased From an Un-Authorized Third Party Dealer LBT will not accept returns from an un-authorized third party dealer under any circumstances. Please refer to our list of authorized dealers at (www.locationbasedtech.com/legal) before purchasing your device or call Customer Service at 866-726-7543.

Suspending Service: If you have month-to-month service, you can suspend or pause your account at any time by contacting our customer service team; you may also reactivate your account at any time.

- Vehicle tracker service can be suspended at any time and reactivated for a reactivation fee of \$4.95.
- PocketFinder+ service can be paused at any time and for a nominal fee of \$1 a month, due to Telecom Carrier requirement can be kept ready to be reactivated at your convenience. No fee to reactivate. PocketFinder+ devices cancelled/killed and not put into "pause" status cannot be reactivated.

If you have purchased a multi-month Service Plan, you may not suspend your account during the contract term. Service Plans must be used for consecutive months.

Privacy: Any information submitted via our Websites or EUI is subject to our Privacy Policy, the terms of which may be found at www.locationbasedtech.com/legal. Please review our Privacy Policy to understand our practices. This Agreement along with our Privacy Policy govern the collection, use and disclosure of information we collect from you. The information we collect is stored and processed by us on servers in the United States and potentially other countries. By using the EUI or using the Websites you consent to any such transfer of your information outside your country and/or outside the country where you access or use the Websites or have installed the EUI.

Changes to the Terms: We may modify these Terms from time to time. When changes are made, we will notify you by making the revised version available on this webpage and changing the Effective Date at the end of these terms. You should revisit these Terms on a regular basis as revised versions will be binding on you. Any such modification will be effective upon our posting of new Terms. You understand and agree that your continued access to or use of the Websites or EUI after any posted modification to the Terms indicates your acceptance of the modification.

Eligibility: The Websites and EUI are not intended for children under the age of 13 and we do not knowingly collect information from children under the age of 13. If we

become aware that an individual is under the age of 13 and has submitted any information to us for any purpose, we will delete his or her information from our files. In addition, if a parent or guardian becomes aware that a child has submitted personal information, that parent or guardian should immediately tell us that they would like this information deleted from our records by contacting us at the email address listed on the Websites.

If you are 13 or older but under the age of 18, you should review these terms and conditions with your parent or guardian to make sure that you and your parent or guardian understand these terms and conditions.

Further, you represent and warrant that you (a) have not previously been suspended by us or removed from the Websites; (b) do not have more than one account for the Websites at any given time; and (c) that you have full power and authority to enter into these Terms and in doing so will not violate any other agreement to which you are a party.

License: LBT grants you a non-exclusive license to use our Software, our EUI and our Websites in accordance with the terms of this Agreement. The license is personal, limited, non-transferable, non-sublicensable, non-exclusive and solely for your personal use. Any supplemental software codes or supporting materials provided to you as part of support services provided by LBT shall be subject to the terms and conditions of this Agreement.

This license is revocable at any time. All communications between LBT and the EUI and the content stored on our computer servers and in the Software includes our confidential information and you may not access, publish, transmit, display, create derivative works of, store, or otherwise exploit any such confidential information except as such functions are performed by the EUI in the ordinary course of operation. You do not have the right to create derivative works of the EUI. Nothing in these Terms shall be deemed to grant any right or license to You (by implication, estoppel, or otherwise), except as expressly provided herein and no other license, authority to infringe, or immunity from infringement liability shall be deemed to arise or exist as a matter of law or otherwise.

The foregoing limitations shall in no way be deemed a derogation of the express rights granted under these Terms. You may not: 1) Use our EUI, our Websites or our Software other than as permitted by this Agreement; or 2) reverse engineer decompile, or disassemble our EUI, our Websites or our Software; or 3) modify our EUI, our Websites or our Software or merge our EUI, our Websites or our Software with any other product or program; or 4) use our EUI, our Websites or our Software (via our Devices) to locate any person who has not expressly consented to carrying our Device; or 5) use our EUI, our Websites or our Software (via our Devices) to track or locate an asset that does not belong to you, without the owner's express consent.

LBT WILL DENY ALL REFUNDS, REGARDLESS OF WHETHER OR NOT THE REFUND CRITERIA WERE OTHERWISE SATISFIED, IF YOU VIOLATE THE TERMS OF THE LICENSE AND SUBSEQUENTLY ATTEMPT TO RETURN YOUR DEVICE.

Device and Account Termination: We can, without notice, limit, suspend or terminate your Device's functionality, at any time, with or without cause. We may also limit, suspend or terminate your access to our EUI, at any time, with or without cause.

Software: Software enables your device to function properly.

The Software is licensed, not sold or given, to you by LBT for use only under the terms of this License, and LBT reserves all rights not expressly granted to you. The rights granted under the terms of this License include any software upgrades that replace and/or supplement the original Software, unless such upgrade contains a separate license. We do not warrant that defects in the Software will be corrected.

User Accounts: You need to create an account and provide information about yourself in order to use some of the features on the Websites and/or the EUI. You are responsible for maintaining the confidentiality of your account password. You are also responsible for all activities that occur in connection with your account. You agree to notify us immediately of any unauthorized use of your account. We reserve the right to close your account at any time for any or no reason.

In creating an Account, you may not impersonate someone else, create an account for anyone other than yourself, provide an email address other than your own, or create multiple accounts.

Consent to Use of Data: The EUI will provide LBT with limited access to data generated by your Device. This may include information related to the current and historical locations of the Device as well as its performance. This information is considered highly confidential. We may use this data in providing you with customer service, but we will not disclose this data to any third party, unless required by law, or ordered by subpoena or warrant.

You authorize us and our affiliates, agents and independent contractors to contact you at any telephone number you provide to us or from which you place a call to us, or any telephone number where we believe we may reach you using any means of communication, including, but not limited to, calls or text messages to mobile, cellular, wireless or similar devices and calls or text messages using an automated telephone dialing system and/or artificial voices or prerecorded messages, even if you incur charges for receiving such communications.

You also agree that we and our affiliates, agents and independent contractors may use any other medium, as permitted by law and including, but not limited to, mail, text message and e-mail, to contact you. If you want to make a change in how we contact you, including with respect to any telephone number that we might use, please contact us. You agree that we and our affiliates, agents and independent contractors may listen

to or record telephone calls between you and our representatives without additional notice to you.

General Limitation on Liability: THE COMPANY'S ENTIRE LIABILITY, AND CUSTOMER'S EXCLUSIVE REMEDY, FOR DAMAGES ARISING OUT OF THIS AGREEMENT SHALL NEVER EXCEED THE PRICE CUSTOMER PAID FOR THEIR DEVICE. THE COMPANY SHALL NOT BE LIABLE TO THE CUSTOMER OR END USER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES, OR INCREASED COST OF OPERATIONS.

!!!DEVICE WARNING!!! WE DO NOT GUARANTEE THAT ANY PERSON, ANIMAL OR ASSET WILL BE FOUND OR LOCATED AND WE DO NOT PROVIDE ANY SERVICE FOR THE PURPOSE OF SEARCHING AND/OR RECOVERING PEOPLE, ANIMALS OR ASSETS. USING THE OUR PRODUCTS IN A MANNER OTHER THAN SPECIFIED IN THE PRODUCT INFORMATION GUIDE MAY CAUSE INJURY.

Unauthorized Access: We reserve the right to exercise whatever lawful means we deem necessary to prevent unauthorized access to or use of the Websites, including, but not limited to, technological barriers, IP mapping, and contacting your Internet Service Provider (ISP) regarding such unauthorized use.

Export Law Assurances: By using or downloading the EUI, you agree that you are solely responsible for complying with all United States export control regulations, including the Export Administration Regulations ("EAR"), and sanctions programs, including those administered by the United States Treasury Department's Office of Foreign Assets Controls ("OFAC"), and all other applicable international trade regulations. You agree that you will not download or use the EUI without all required approvals in any proscribed destination (including Cuba, Iran, North Korea, Sudan, and Syria), on behalf of any proscribed entity or person, for any proscribed end use, or in any other manner contrary to these export regulations and sanctions programs.

By downloading or using the EUI, you represent, warrant and certify that you are not a proscribed End User or utilizing this software for a proscribed end use under these regulations. This assurance shall survive the expiration or termination of this Agreement.

Links to Third Parties: The Websites may include links to other websites (each, a "Third Party Site").

We do not control or endorse any Third Party Site, and you agree that we are not responsible for the availability or contents of such Third Party Websites. Some of the products and services made available through the Websites are provided in connection with third parties and subject to additional terms posted here which you are bound by in accordance with its terms, which terms are incorporated herein by reference.

EUI and Websites' Availability: We reserve the right to modify, update, or discontinue the Websites or the EUI at our sole discretion, at any time, for any or no reason, and without notice or liability.

LBT undertakes to keep such planned interruption at a minimum and will use commercially reasonable efforts to only interrupt the access to the system at the regularly scheduled maintenance window, or at times which are outside normal business hours.

Government End Users: The Software and related documentation are "Commercial Items," as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through §227.7202- 4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government End Users (a) only as Commercial Items and (b) with only those rights as are granted to all other end Users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States.

Termination of This Agreement: This Agreement is effective until terminated. Your rights under this Agreement are terminable by LBT, with or without cause, at any time without notice. If you or your authorized Users breach this Agreement, LBT may seek legal recourse and terminating this Agreement and/or your Devices and/or restricting your access to your account shall not limit LBT's remedies.

Account Access: Identity Protection In order to provide you with ease of access to your account, LBT will place a cookie (a small text file) on any computer or mobile device from which you access the EUI or Websites. When you revisit the Websites, this cookie will enable us to recognize you as the account holder and provide you with direct access to your account while requiring you to retype any password or other User identification. You are responsible for updating and maintaining the truth and accuracy of the information you provide to us relating to your account. You alone are responsible for Your Content. You assume all risks associated with Your Content, including anyone's reliance on its accuracy, completeness or usefulness, or any disclosure by you of information in Your Content that makes you personally identifiable. You represent that you own, or have the necessary permissions to use, and authorize the use of, Your Content as described herein.

You may not imply that Your Content is in any way sponsored or endorsed by us. You are also responsible for maintaining the confidentiality of your account and password and for restricting access to your computer or mobile device. If you disclose your password to anyone or share your account with other people, you take full responsibility for their actions. Users of public or shared computers or unprotected mobile devices should log out each time you use the EUI or the Websites. If you find that you're a victim of identity theft and it involves a account information, you should notify customer service immediately. Then, you should report this instance to all your credit card issuers, as well as your local law enforcement agency. LBT reserves the right to place any account on hold anytime with or without notification to the subscriber in order to protect itself and its partners from what it believes to be fraudulent activity. LBT is not obligated to credit or discount a membership for holds placed on the account by you or a LBT representative if such hold is placed subsequent to this section of the Agreement.

Copyrights and Trademarks: All content included on the Websites and the EUI which is delivered to you as part of the Service, including (but not limited to): mapping, text, graphics, logos, designs, photographs, button icons, images, audio/video clips, digital downloads, data compilations, and software, is the property of LBT, or its suppliers and is protected by United States and international copyright and trademark laws or other intellectual property laws and treaties. Content shall not be reproduced or used without express written permission from LBT or its suppliers. LBT reserves the right to terminate your Devices hereunder if LBT, in its sole and absolute discretion, believes that you are in violation of this paragraph, the unauthorized use of our features, Software or the copying or other unauthorized use of our proprietary content.

LBT does not promote, foster or condone the copying of such software or any other infringing activity. Notifications of claimed copyright infringement should be sent to Location Based Technologies, Inc. in writing at the following address: Location Based Technologies Attn. General Counsel 49 Discovery, Suite 260 Irvine, CA 92618

Trademarks and Servicemarks: Location Based Technologies is registered trademark and service mark of LBT. The Location Based Technologies logo and www.Locationbasedtech.com are trademarks or service marks of LBT. Location Based Technologies is a registered trademark and service mark of LBT. The Location Based Technologies logo and www.locationbasedtech.com are trademarks and service marks of LBT. The Websites, including (but not limited to) its graphics, logos, page headers, button icons, scripts and service names constitute trade dress of LBT.

The trademarks, service marks and trade dress of LBT may not be used or reproduced without prior written approval from LBT and may not be used in connection with any product or service that is not affiliated with LBT in any manner that is likely to cause confusion among customers, in any manner that dilutes the rights of LBT or in any manner that disparages or discredits LBT. Other trademarks or service marks that appear on the Websites are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by LBT. Any images of persons or personalities contained on the Websites are not an indication or endorsement of LBT or any particular product or our service unless otherwise indicated.

Patent Policy Statement: LBT owns patent rights and other intellectual property rights for the inventions or other features embodied in the Software, the Websites and EUI and the physical form of our Devices. LBT will respect applicable conditions of the open source licenses for software included in our products regarding such patent rights.

By using the Websites and EUI , or agreeing to these Terms, we are not granting you any right, title, interest, or license in or to any of our patents or patents of our affiliates including but not limited to those related to (a) system on chip devices or chipsets, or virtual models thereof, or (b) any proprietary software that may be used or distributed by us or our affiliates or their respective customers, on system on chip devices.

Use of Submitted Information: LBT is free to use any comments, information, ideas, concepts, reviews, or techniques or any other material contained in any

communication you may send to LBT ("Content"), including, without limitation, responses to questionnaires or through postings to the Websites without further compensation, acknowledgement or payment to you for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing products and creating, modifying or improving the Websites.

Furthermore, by posting any Content on our Websites, submitting Content to us, or in responding to questionnaires, you grant us a perpetual, nonexclusive, royalty-free irrevocable license and right to display, use, reproduce or modify the Content submitted in any media, software or technology of any kind now existing or developed in the future. Please note LBT does not accept unsolicited materials or ideas for use or publication, and is not responsible for the similarity of any of its content or programming in any media to materials or ideas transmitted to LBT. Should you send any unsolicited materials or ideas, you do so with the understanding no additional consideration of any sort will be provided to you, and you are waiving any claim against LBT and its affiliates regarding the use of such materials and ideas, even if material or an idea is used that is substantially similar to the idea you sent.

Service Testing: From time to time, we test various aspects of our service, including service levels, plans, promotions, features, delivery, and pricing, and we reserve the right to include you in or exclude you from these tests without notice.

Electronic Communications: By maintaining an LBT account, you consent to receiving electronic communications from LBT. These communications will include notices about your account (e.g., shipping and receiving emails and other transactional information) and information concerning or related to our service, such as featured services or information or offerings. These communications are part of your 10 relationship with LBT and you receive them as part of the

Device subscription: You agree that any notice, agreements, disclosure or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

Your Conduct on Our Websites: By using any of our Products or Services, you agree to use the Websites and EUI, including all features associated therewith, in accordance with all applicable laws, rules and regulations. In addition, you agree not to upload, post, e-mail or otherwise send or transmit 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 associated with Websites. You also agree not to interfere with the servers or networks connected to the Websites or the EUI or to violate any of the procedures, policies or regulations of networks connected to the Websites or the EUI. You also agree not to impersonate any other person while using the Websites, conduct yourself in a vulgar or offensive manner while using our Service, or use the Websites for any unlawful purpose. Failure to comply with this provision of the Agreement shall entitle LBT to immediately terminate your account and any Devices associated with your account.

It may also be grounds for LBT to pursue federal and/or state legal action and seek recovery for any injury suffered. Additionally, you may not use our Products or Services to do any of the following: i. threaten, stalk, defraud, incite, harass, or advocate the harassment of another person, or otherwise interfere with another User's use of the Websites; ii. in violation of these Terms or any applicable law; iii. record, process, or mine information about other Users; iv. take any action that imposes, or may impose in our sole discretion, an unreasonable or disproportionately large load on our technology infrastructure; v. to track or locate an asset that does not belong to you, without the owner's express consent. vi. modify, adapt, appropriate, reproduce, distribute, translate, create derivative works or adaptations of, publicly display, sell, trade, or in any way exploit the Websites content (other than your content), except as expressly authorized by us; vii. track or locate any person who has not expressly consented to carrying our Device.

Links: Some of the hyperlinks and banners on the Websites may lead to other websites that are not controlled by, or affiliated with, LBT. In addition, other websites may link to our Websites. LBT is not responsible for the content or privacy policies associated with these third-party websites. 11

Claims of Copyright Infringement: It is the policy of LBT to respect the intellectual property rights of others. LBT does not promote, foster or condone the copying of software or any other infringing activity. If you believe your work has been copied in a way that constitutes copyright infringement, are aware of any infringing material on our Websites, or know of someone who is making unauthorized use of the content of the our Websites, please notify us of your concern by submitting a written notice to us at the following address: Location Based Technologies Inc. Attention: General Counsel 7545 Irvine Center Dr., Ste 200, Irvine, CA 92618

Ownership : We own the EUI, the Software and the Websites including but not limited to visual interfaces, interactive features, graphics, design, compilation, computer code, products, software, aggregate User review ratings, and all other elements and components of the EUI, Software and Websites excluding Your Content and Third Party Content. We also own the copyrights, trademarks, service marks, trade names, and other intellectual and proprietary rights throughout the world (the "IP Rights") associated with the EUI, the Software and the Websites, which are protected by copyright, trade dress, patent, trademark laws and all other applicable intellectual and proprietary rights and laws.

As such, you may not modify, reproduce, distribute, create derivative works or adaptations of, publicly display or in any way exploit any of the EUI or Software in whole or in part except as expressly authorized by us. Except as expressly and unambiguously provided herein, we do not grant you any express or implied rights, and all rights in and to the Websites, the Software and the EUI are retained by us. Disputes; Governing Law

WE HOPE TO MAKE YOU A HAPPY CUSTOMER, BUT IF THERE'S AN ISSUE THAT NEEDS TO BE RESOLVED, THIS SECTION OUTLINES WHAT'S EXPECTED OF

BOTH OF US. YOU AND LBT BOTH AGREE TO RESOLVE DISPUTES ONLY BY ARBITRATION OR IN SMALL CLAIMS COURT. THERE'S NO JUDGE OR JURY IN ARBITRATION, AND THE PROCEDURES MAY BE DIFFERENT, BUT AN ARBITRATOR CAN AWARD YOU THE SAME DAMAGES AND RELIEF, AND MUST HONOR THE SAME TERMS IN THIS AGREEMENT, AS A COURT WOULD. IF THE LAW ALLOWS FOR AN AWARD OF ATTORNEYS' FEES, AN ARBITRATOR CAN AWARD THEM TOO. THE ARBITRATION WILL TAKE PLACE IN ORANGE COUNTY, CALIFORNIA AND SHALL BE GOVERNED BY THE LAWS OF CALIFORNIA. WE ALSO BOTH AGREE THAT: 12 (1) THE FEDERAL ARBITRATION ACT APPLIES TO THIS AGREEMENT. EXCEPT FOR SMALL CLAIMS COURT CASES THAT QUALIFY, ANY DISPUTE THAT IN ANY WAY RELATES TO OR ARISES OUT OF THIS AGREEMENT OR FROM ANY EQUIPMENT, DEVICES AND SERVICES YOU RECEIVE FROM US (OR FROM ANY ADVERTISING FOR ANY SUCH DEVICE OR SERVICES) WILL BE RESOLVED BY ONE OR MORE NEUTRAL ARBITRATORS BEFORE THE AMERICAN ARBITRATION ASSOCIATION ("AAA") OR BETTER BUSINESS BUREAU ("BBB").

THIS AGREEMENT DOESN'T ALLOW CLASS OR COLLECTIVE ARBITRATIONS EVEN IF THE AAA OR BBB PROCEDURES OR RULES WOULD. NOT WITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE ARBITRATOR MAY AWARD MONEY OR INJUNCTIVE RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT PARTY'S INDIVIDUAL CLAIM. NO CLASS OR REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL THEORIES OF LIABILITY OR PRAYERS FOR RELIEF MAY BE MAINTAINED IN ANY ARBITRATION HELD UNDER THIS AGREEMENT. (4) IF EITHER OF US INTENDS TO SEEK ARBITRATION UNDER THIS AGREEMENT, THE PARTY SEEKING ARBITRATION MUST FIRST NOTIFY THE OTHER PARTY OF THE DISPUTE IN WRITING AT LEAST 30 DAYS IN ADVANCE OF INITIATING THE ARBITRATION. NOTICE TO LBT SHOULD BE SENT TO LOCATION BASED TECHNOLOGIES, 49 DISCOVERY DRIVE, SUITE 260, IRVINE CALIFORNIA 92618.

THE NOTICE MUST DESCRIBE THE NATURE OF THE CLAIM AND THE RELIEF BEING SOUGHT. IF WE ARE UNABLE TO RESOLVE OUR DISPUTE WITHIN 30 DAYS, EITHER PARTY MAY THEN PROCEED TO FILE A CLAIM FOR ARBITRATION. WE'LL PAY ANY FILING FEE THAT THE AAA OR BBB CHARGES YOU FOR ARBITRATION OF THE DISPUTE. IF FOR SOME REASON THE PROHIBITION ON CLASS ARBITRATIONS SET FORTH IN SUBSECTION CANNOT BE ENFORCED, THEN THE AGREEMENT TO ARBITRATE WILL NOT APPLY. IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN THROUGH ARBITRATION, YOU AND LBT AGREE THAT THERE WILL NOT BE A JURY TRIAL. YOU AND LBT UNCONDITIONALLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT IN ANY WAY. IN THE EVENT OF LITIGATION, THIS PARAGRAPH MAY BE FILED TO SHOW A WRITTEN CONSENT TO A TRIAL BY THE COURT.

Damages: In the event you violate any provision of this Agreement, we reserve the right to seek damages in law or equity. You acknowledge that if you misappropriate any of our intellectual property, which includes but not limited to: our trademarks, service marks, trade secrets, copyrights or 13 patents, damages are inestimable and we shall be entitled to (at a minimum) immediate injunctive relief. Miscellaneous Waiver of Rights. The failure of LBT to exercise any of their respective rights under this Agreement shall not be deemed a waiver, nor shall such failure in any way prevent LBT from subsequently asserting or exercising such rights. Unenforceability of Provisions.

If any term or provision of this Agreement, or its application to any person or circumstances, shall be invalid or unenforceable, the remainder of this Agreement, or its application to any person or circumstances other than those as to which it is invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

Headings: Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof. Effective as of 7/24/17