

# Month-to-Month and Multi-Month Service Agreement

## Location Based Technologies

### Month-to-Month and Multi-Month Service Agreement

**Thank you for purchasing a Location Based Technologies product. In this Service Agreement, you'll find important information about your service, including our ability to make changes to your service or this agreement's terms, our liability if things don't work as planned and how any disputes between us must be resolved in arbitration or small claims court. If you're signing up for service for a minimum contract term, you'll also find information about that contract term and what happens if you try to cancel service early.**

### My Service

**The Terms and Conditions associated with the use and operation of your PocketFinder or your LBT product (your, "Device") are part of this agreement. To view the Terms and Conditions, visit <https://support.locationbasedtech.com/Important-Information/Legal-Information/1678888011/Location-Based-Technologies-Terms-and-Conditions.htm>. Your service includes monthly allowances and features, where you can use your Device (your "Coverage Area"), and the charges. You can also subscribe to Optional Services, like international roaming. Together, your plan and any Optional Services you select are your service.**

### How Do I Accept This Agreement?

You accept this agreement by:

- -Opening a package that says you are accepting by opening it; or
- -Activating your Device; or
- -Agreeing in writing, by email, over the phone, or in person; or
- -Purchasing a multi-month Service Plan.

When you accept, you're representing that you are at least 18 years old and are legally able to accept an agreement. If you're accepting for an organization, you're representing that you are authorized to bind that organization, and where the context requires, "you" means the organization. By accepting you are agreeing to every provision of this Agreement whether or not you have to read it. You are also agreeing to allow LBT to charge your credit card per the terms of this Agreement.

**If you have purchased a multi-month plan (a "Service Plan") separate from your Device purchase, you can cancel your Service Plan within 3 days of accepting this Agreement (the "Refund Period") and receive a refund, but you'll still have to pay for the entire first month of service at the month-to-month rate. NO REFUNDS OF SERVICE PLANS WILL BE GRANTED AFTER 3 DAYS.**

### How the Service Works:

Our Devices work by receiving its location information from the Global Positioning Satellites ("GPS") and then transmitting that data to our servers through a wireless telecommunications network. The transmission of data over the wireless network is

what we refer to as your Service, for which we charge a fee. Both systems however, are required to function properly in order for our Devices to work.

If a Device is unable to interact with one or both of those systems, it could severely impact your Device's performance. For example, if your Device is inside of a building, it may have a strong connection with the wireless network, but it might not be able to receive location information from the GPS. Conversely, your Device could be outside in a clear area which has perfect line of sight to the GPS, but is out of range for the wireless network. Either of these occurrences will likely prevent you from receiving an accurate locate from your Device

Other factors that may impact your Service include but are not limited to: network capacity, limitations and restrictions of wireless carrier Service providers, terrain, proximity to buildings, foliage and weather.

The Service is intended to provide an approximate location of your Device and does not provide guaranteed results. The data you obtain from the Service may not be accurate, timely or reliable. You acknowledge and accept these limitations of your Service and we reserve the right to set additional limits on the use of the Service at our discretion.

**We do not guarantee that any lost person, animal or asset will be protected by using our Service and we do not provide any Service for the purpose of searching and/or recovering a person, animal or asset.**

**Interrupted Service:** We do not control the GPS or the wireless network and therefore we cannot predict or impact their operability. If either of those systems were to be interrupted, your Service could be negatively affected. By using the Service associated with your Device, you are accepting the risk that either of these external systems may be interrupted indefinitely without notice and acknowledge that we are not required to provide any refunds or credits if your Service is interrupted or if your ability to use the Service is limited based on coverage ability of the cellular network and/or the GPS.

**How Will I Be Billed if I have Month-to-Month Service or a Multi-Month Service Plan?**

After you've purchased your Device, you must go to <http://www.pocketfinder.com> (for PocketFinder customers) or <http://www.locationbasedtech.com> (for commercial customers) and click on the "Activate" link in order to create an account. You'll be asked to fill in some information, including your credit card number. Thereafter, your card will be charged each month for the upcoming month's service, unless you have purchased a Multi-Month Service Plan in which case your card will only be billed once for the duration of the contract term and will be charged the current Multi-Month Plan rate automatically renewing at the end of the term (for example, if you purchase a 12 month Service Plan, you will be billed for 12 months of service at the discounted Multi-Month Plan rate at the time of purchase and will continue to be charged at the Multi-Month Plan rate at the end of each service period). If you selected a Multi-Month Plan and the plan's discounted contract term period has been completed, you will automatically be charged the same Multi-Month Service Plan to the payment method on file.

Month-to-month service can be cancelled at any time without penalty, however if you do cancel your month-to-month service you will not receive a refund for the current month's service. Cancellations become effective on the first day of your next billing cycle.

### **Can I Suspend 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 with the following conditions:

- \*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 requirements can be kept ready to be reactivated at your convenience. No fee to reactivate devices in a paid "Pause" state. PocketFinder+ devices cancelled / deactivated / suspended and not put into a "Pause" status cannot be reactivated.
- \*Any suspensions to service that occur as a direct result of a failed payment, will incur a \$12.95 per unit reactivation fee in addition to any back pay which is to be paid in full at the time of reactivation if eligible for reactivation.

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

For cancellation or suspension requests or any other issues or concerns, customers are responsible for contacting Customer Service by sending their request to the customer service contact form available on every page of our website and on our support page at: <http://support.locationbasedtech.com/>

### **Can Location Based Technologies Change This Agreement or My Service?**

Yes. We set the service price and the terms for service and we can change them at any time, with or without notice. If you use your service or keep your account active for more than 5 days after we make a change, that means you've accepted the change.

### **My GPS Device**

Your Device is wireless and therefore must comply with Federal Communications Commission regulations, be certified for use on our network, and be compatible with your Service. Please be aware that we may change your wireless Device's software, applications or programming remotely, without notice. This could affect your stored data, or how you've programmed or use your wireless Device. By activating Service that uses a SIM (Subscriber Identity Module) card, you agree we own the intellectual property and software in the SIM card as well as the Application Program Interface, and that we may change the software or other data in the SIM card remotely and without notice, and we may utilize any capacity in the SIM card for administrative, network, business and/or commercial purposes.

### **What Charges Are Set by Location Based Technologies?**

You agree to pay all access, usage and other charges that you or the user of your Device incurred. We set these charges; they aren't taxes, they aren't required by law, they are not necessarily related to anything the government does, they are kept by us in whole or in part, and the amounts and what they pay for may change.

## **Government Taxes, Fees and Surcharges**

You must pay all taxes, fees and surcharges set by federal, state and local governments.

## **What Are Roaming Charges?**

Your Coverage Area includes the United States, Canada and Mexico. You're "roaming" whenever your Device attempts to communicate a location point outside of the Coverage Area. If you are going to be leaving your Coverage Area and would like your Device to roam internationally, please contact our customer service at (866) 726 – 7543 so we can enable the roaming feature for you. There may be higher monthly rates for roaming service.

## **Data Usage**

**Your Service Plan enables you to send and receive 1-5 megabyte of data per month (the “Allotted Data”). This should be sufficient to accommodate most reasonable use scenarios for your Device. If you use more than you Allotted Data we reserve the right to cancel your service or give you the option to pay the difference, in addition to your standard monthly fee. We have the right to bill you retroactively.**

## **Billing Errors**

If an error occurs in your bill, either because we have over-billed or under-billed your account, we will correct the error within 30 days from the time the error is brought to our attention. You acknowledge that we have the right to bring your account to a zero balance in the event of a billing error.

## **How and When Can I Dispute Charges?**

**YOU MAY CALL US TO DISPUTE CHARGES ON YOUR BILL OR ANY SERVICE FOR WHICH YOU WERE BILLED, BUT IF YOU WISH TO PRESERVE YOUR RIGHT TO BRING AN ARBITRATION OR SMALL CLAIMS CASE REGARDING SUCH DISPUTE, YOU MUST WRITE TO US AT THE ADDRESS ON OUR WEBSITE (ATTENTION: CUSTOMER SERVICE), OR SEND AN EMAIL THROUGH THE "CONTACT US" LINK ON POCKETFINDER.COM, WITHIN 180-DAYS. IF YOU DO NOT NOTIFY US IN WRITING OF SUCH DISPUTE WITHIN THE 180-DAY PERIOD, YOU WILL HAVE WAIVED YOUR RIGHT TO DISPUTE THE BILL OR SUCH SERVICE(S) AND TO BRING AN ARBITRATION OR SMALL CLAIMS CASE REGARDING ANY SUCH DISPUTE.**

## **What Are Location Based Technologies’ Rights to Limit or End Service or End this Agreement?**

We can, without notice, limit, suspend or end your service or any agreement with you for any good cause, including, but not limited to, if you: (a) breach this agreement; (b) use your Device for any illegal purpose, including use that violates trade and economic sanctions and prohibitions promulgated by any U.S. governmental agency; (c) install, deploy or use your Device in a way

which could bring harm to the reputation of our Device brand name or Location Based Technologies, even if such use is legal; (d) steal from or lie to us; (e) provide credit information we can't verify; (f) are unable to pay us or go bankrupt; (g) threaten, harass, or use vulgar and/or inappropriate language toward our representatives; (h) interfere with our operations; (i) modify your Device in any way. We can also temporarily limit your service for any operational or governmental reason.

## **Disclaimer of Warranties**

**WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ABOUT YOUR SERVICE OR ANY APPLICATIONS YOU ACCESS THROUGH YOUR WIRELESS DEVICE. WE DO NOT WARRANT THAT YOUR DEVICE SERVICE WILL WORK PERFECTLY OR WILL NOT NEED OCCASIONAL UPGRADES OR MODIFICATIONS, OR THAT IT WILL NOT BE NEGATIVELY AFFECTED BY OUR SYSTEM CRASHING OR NETWORK-RELATED SHUT DOWNS, MODIFICATIONS, UPGRADES OR SIMILAR ACTIVITY.**

### **Waivers and Limitations of Liability**

**You and Location Based Technologies both agree to limit claims against each other for damages or other monetary relief to direct damages. This limitation and waiver will apply regardless of the theory of liability. That means neither of us will try to get any indirect, special, consequential, treble or punitive damages from the other. This limitation and waiver also applies if you bring a claim against one of our suppliers, to the extent we would be required to indemnify the supplier for the claim. You agree we aren't responsible for problems caused by you or others, or by any act of God. You also agree we aren't liable for any information that is deleted from or inaccurately portrayed on your account.**

### **Limitation on Carrier's Liability**

**YOU HAVE NO CONTRACTUAL RELATIONSHIP WITH THE UNDERLYING WIRELESS CARRIER AND YOU ARE NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN LBT AND THE UNDERLYING CARRIER. YOU UNDERSTAND AND AGREE THAT THE UNDERLYING CARRIER HAS NO LIABILITY OF ANY KIND TO YOU, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE. YOU AGREE TO INDEMNIFY AND HOLD HARMLESS THE UNDERLYING WIRELESS SERVICE CARRIER AND ITS OFFICERS, EMPLOYEES AND AGENTS, AGAINST ANY AND ALL CLAIMS, INCLUDING WITHOUT LIMITATION CLAIMS FOR LIBEL, SLANDER OR PROPERTY DAMAGE, PERSONAL INJURY OR DEATH, ARISING IN ANY WAY, DIRECTLY OR INDIRECTLY, IN CONNECTION WITH USE, FAILURE TO USE OR INABILITY TO USE THE WIRELESS SERVICES EXCEPT WHERE THE CLAIMS RESULT FROM THE UNDERLYING CARRIER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THIS INDEMNITY WILL SURVIVE THE TERMINATION OF THE AGREEMENT. YOU HAVE NO PROPERTY RIGHT IN ANY NUMBER ASSIGNED TO YOU, AND UNDERSTAND THAT YOU AND THE UNDERLYING**

**CARRIER CANNOT GUARANTEE THE SECURITY OF WIRELESS TRANSMISSIONS AND WILL NOT BE LIABLE FOR ANY LACK OF SECURITY RELATING TO THE USE OF THE SERVICES. YOU MAY NOT RESELL THE SERVICE TO ANY OTHER PARTY.**

### **Privacy**

**We take your privacy very seriously. Please refer to our Privacy Policy which can be found at <https://locationbasedtech.com/index.php/legal/>.**

#### **How Do I Resolve Disputes with Location Based Technologies?**

**WE HOPE TO MAKE YOU A HAPPY CUSTOMER, BUT IF THERE'S AN ISSUE THAT WE CANNOT RESOLVE, THIS SECTION OUTLINES WHAT'S EXPECTED OF BOTH OF US. YOU AND LOCATION BASED TECHNOLOGIES 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. WE ALSO BOTH AGREE THAT:**

(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, PRODUCTS AND SERVICES YOU RECEIVE FROM US (OR FROM ANY ADVERTISING FOR ANY SUCH PRODUCTS OR SERVICES) WILL BE RESOLVED BY ONE OR MORE NEUTRAL ARBITRATORS BEFORE THE AMERICAN ARBITRATION ASSOCIATION ("AAA") OR BETTER BUSINESS BUREAU ("BBB"). YOU CAN ALSO BRING ANY ISSUES YOU MAY HAVE TO THE ATTENTION OF FEDERAL, STATE, OR LOCAL GOVERNMENT AGENCIES, AND IF THE LAW ALLOWS, THEY CAN SEEK RELIEF AGAINST US FOR YOU.

(2) UNLESS YOU AND LOCATION BASED TECHNOLOGIES AGREE OTHERWISE, THE ARBITRATION WILL TAKE PLACE IN ORANGE COUNTY, CALIFORNIA. FOR CLAIMS OVER \$10,000, THE AAA'S WIRELESS INDUSTRY ARBITRATION ("WIA") RULES WILL APPLY, IN SUCH CASES, THE LOSER CAN ASK FOR A PANEL OF THREE NEW ARBITRATORS TO REVIEW THE AWARD. FOR CLAIMS OF \$10,000 OR LESS, THE PARTY BRINGING THE CLAIM CAN CHOOSE EITHER THE AAA'S WIA RULES OR THE BBB'S RULES FOR BINDING ARBITRATION OR, ALTERNATIVELY, CAN BRING AN INDIVIDUAL ACTION IN SMALL CLAIMS COURT. YOU CAN GET PROCEDURES, RULES AND FEE INFORMATION FROM THE AAA ([WWW.ADR.ORG](http://WWW.ADR.ORG)), THE BBB ([WWW.BBB.ORG](http://WWW.BBB.ORG)). FOR CLAIMS OF \$10,000 OR LESS, YOU CAN CHOOSE

WHETHER YOU'D LIKE THE ARBITRATION CARRIED OUT BASED ONLY ON DOCUMENTS SUBMITTED TO THE ARBITRATOR, OR BY A HEARING IN-PERSON OR BY PHONE.

**(3) THIS AGREEMENT DOESN'T ALLOW CLASS OR COLLECTIVE ARBITRATION 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 LOCATION BASED TECHNOLOGIES SHOULD BE SENT TO LOCATION BASED TECHNOLOGIES, 7545 IRVINE CENTER DR., SUITE 200, IRVINE, CA 92618

USA. 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.

(5) WE MAY, BUT ARE NOT OBLIGATED TO, MAKE A WRITTEN SETTLEMENT OFFER ANYTIME BEFORE ARBITRATION BEGINS. THE AMOUNT OR TERMS OF ANY SETTLEMENT OFFER MAY NOT BE DISCLOSED TO THE ARBITRATOR UNTIL AFTER THE ARBITRATOR ISSUES AN AWARD ON THE CLAIM.

(6) AN ARBITRATION AWARD AND ANY JUDGMENT CONFIRMING IT APPLY ONLY TO THAT SPECIFIC CASE; IT CAN'T BE USED IN ANY OTHER CASE EXCEPT TO ENFORCE THE AWARD ITSELF.

**(7) IF FOR SOME REASON THE PROHIBITION ON CLASS ARBITRATION SET FORTH IN SUBSECTION (3) CANNOT BE ENFORCED, THEN THE AGREEMENT TO ARBITRATE WILL NOT APPLY.**

**(8) IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN THROUGH ARBITRATION, YOU AND LOCATION BASED TECHNOLOGIES AGREE THAT THERE WILL NOT BE A JURY TRIAL. YOU AND LOCATION BASED TECHNOLOGIES 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.**

#### **About this Agreement**

If we don't enforce our rights under this agreement in one instance, that doesn't mean we won't or can't enforce those rights in any other instance. You cannot assign this agreement or any of your rights or duties under it without our permission. However, we may assign this agreement or any debt you owe us without notifying you. **If we send other notices to you, they will be considered received immediately if we send them to your wireless device, or to any email or fax number you've given us, or after three days if we mail them to your billing address. If you need to send notices to us, please send them to the corporate address on our website.**

**If any part of this agreement, including anything regarding the arbitration process (except for the prohibition on class arbitration as explained in the dispute resolution section above), is ruled invalid, that part may be removed from this agreement.**

**This agreement and the documents it incorporates form the entire agreement between us. You can't rely on any other documents, or on what's said by any sales or customer service representatives, and you have no other rights regarding service or this agreement. This agreement isn't for the benefit of any third party except our parent companies, affiliates, subsidiaries, agents, and predecessors and successors in interest. Except where we've agreed otherwise elsewhere in this agreement, this agreement and any disputes covered by it are governed by federal law and the laws of the state of California, without regard to the conflicts of laws and rules of that state.**

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