



GLOBAL FLEET MANAGEMENT INC. TERMS OF SERVICE

These Terms of Service (the “Terms”) are among you and Global Fleet Management Inc. (“GFM” or “We”) when you are using GFM’s products, software, services and website (collectively the “Services”) and explains your obligations when you choose to use the Services. GFM provides the Services primarily through its domain, positrace.com, (the “Website”).

We reserve the right to change the Terms from time to time, and you hereby agree to be subject to the Terms as amended from time to time. We will use reasonable efforts to email you a copy of any amendments we make to the Terms from time to time.

We also refer you to another agreement you may have made, the Client Service Agreement (“CSA”) when you purchased the GFM tracking unit(s) (collectively, the “GPS Tracking Device”) either from GFM directly, or one of its authorized dealers or resellers (collectively, the “Hardware Agreement”). In the event that you purchased the GPS Tracking Device from one of GFM’s authorized dealers or resellers, issues with the GPS Tracking Devices will be dealt with under the agreement with GFM’s dealer or reseller, and these Terms will deal with any Software (as that term is defined in Paragraph 7.1) issues you may have, and with issues relating to your connection to the GFM tracking system (the “System”) included therewith. If you purchased the GPS Tracking Device from GFM directly, the Hardware Agreement with GFM will cover all issues with the GPS Tracking Device, and these Terms will deal with any Software issues you may have, and with issues relating to your connection to the System included therewith. In case of any discrepancies between the Terms and terms of the CSA, the provisions of CSA will prevail.

“Wireless Communication Services” means the specific plan for use with the GPS Tracking Device to obtain global positioning information from the System. The Wireless Communication Services will track a wide variety of motorized vehicles and other assets including, but not limited to cars, trucks, excavators, cranes, construction equipment, electrical generators, shipping containers, airplanes, and trains being tracked by the System (collectively, the “Monitored Asset(s)”). Depending on the Services you have purchased from GFM (the “Package”), the Package will include the provision to you of the some or all of the following information:

- (a) the location of the Monitored Asset;
- (b) the Monitored Asset’s direction;
- (c) the nearest street address to the Monitored Asset;
- (d) the Monitored Asset’s speed;
- (e) a calculated average speed of the Monitored Asset; and,
- (f) GFM indicators and/or alerts relating to the Monitored Asset’s state (whether the Monitored Asset is moving or parked, the position of the Monitored Asset relative to user-defined geographical areas, the state of equipment sensors, and any other



additional information as defined by the additional services purchased by you).

For the purposes of these Terms, the term “Charges” means the total amount due for Services under the Package you have agreed to purchase from GFM and all sales, use and other taxes, fees and charges that may be imposed by any government body relating to the GPS Tracking Device, the Services or the Package.

In order to use the Services, you must first agree to the Terms. You may not use the Services if you do not accept the Terms. You can accept the Terms by:

- A. clicking to accept or agree to the Terms, where this option is made available to you on the Website (as the Term Website is defined below);
- B. by using the Services. In this case, you understand and agree that GFM will treat your use of the Services as acceptance of the Terms from that point onwards.

1 Payments

1.1 **Billing:** You hereby agree to pay the Charges as disclosed to you for the Package you agreed to purchase from GFM. Billing for access to use the Package will be in advance for each month of such service. You will ensure that you have provided GFM, or the 3rd party that is one of GFM’s authorized Dealers or resellers and is the party that has sold you the GPS Tracking Device, your preferred method of payment, which will consist of either a void check or details of a credit card. You further agree to inform GFM in the event of a change to your credit card information or in the event that you no longer wish to use the preferred method you chose initially, and in such event will provide GFM with either new credit card information or a new cancelled check. You further agree that GFM may change the price for the Package from time to time so long as GFM provides you with 45 days prior written notice.

1.2 **Delinquency:** Any failure to pay all Charges when due shall give GFM the right, in addition to and without waiving any other remedies, to avail itself of any legal remedy, including, but not limited to, the right to charge you interest at the highest rate allowable by applicable law on the delinquent amount, and to immediately discontinue providing Services, additional products or technical support to you.

2. Installation and Use:

- A. You are responsible for installing, activating and maintaining the GPS Tracking Device in your vehicle.
- B. Unless otherwise agreed upon by GFM and you in writing, you are responsible for all costs related to installing, inspecting, maintaining, or removing your GPS Tracking Device.
- C. You acknowledge and agree that the hardware purchased in North America should only be used in North America. Hardware purchased in Canada can only be used in the USA



if you have opted for the USA Roaming feature with associated fees. Roaming charges and penalties will apply if the hardware is used outside of North America.

D. You also acknowledge and agree that GFM shall not be liable for the activation, interruption, operation or non-operation of the GPS Tracking Device, the cellular network, the GPS system, telephone transmission wires, the cellular device or other potential mediums, except as expressly provided herein, since GFM has no control of, or supervision over, any such equipment. You understand and agree that GFM is not responsible for, shall have no obligation with respect to, and shall have no liability for the GPS Tracking Device, its installation into the Monitored Asset, its operation or service, except as expressly provided herein.

3. Warranty:

3.1 Product Warranty: As long as you have a PosiTrace Pro Service package you receive a warranty on all GPS Tracking Devices for a period of the device service life span or 10 years, whatever occurs earlier. GPS Tracking Devices covered by any other service package have a standard one year warranty. GPS Tracking Devices covered by the CSA have the warranty equal to the length of the CSA.

The above is pursuant to the terms and conditions contained herein and subject to the provision that the GPS Tracking Device is not damaged or misused, by you.

3.2 This Warranty Does Not Apply:

(a) To consumable parts, such as batteries or protective coatings designed to diminish over time, unless failure has occurred due to a defect in materials or workmanship. As with all batteries, the maximum capacity of the battery will decrease with time and use; this is not a defect. Only defective batteries and batteries that leak are covered by this warranty;

(b) To cosmetic damage, including but not limited to scratches, dents, cracks or other cosmetic damage;

(c) To damage caused by use with another product;

(d) To damage caused by accident, abuse, misuse, powerwash, liquid contact, fire, earthquake, or other external cause;

(e) Unauthorized Service or Modification. Defects or damage resulting from service, testing, adjustment, installation, maintenance, alteration, or modification in any way, including but not



limited to tampering with or altering the software, by someone other than GFM, are excluded from coverage;

(f) To defects caused by normal wear and tear or otherwise due to the normal aging of the GFM product; or

(g) To a product where any serial number has been removed or defaced.

3.3 Merchandise Returns: In the event that a damaged GPS Tracking Device has been deemed under warranty, GFM will proceed to replace it. You must return the damaged device to GFM within 30 days, otherwise the new device will be billed to you at full price. You are solely responsible for any costs or fees related to shipping or delivery of the defective device to GFM.

3.4 Service Warranty Disclaimer: GFM AND ALL GFM SERVICE AND INFORMATION PROVIDERS (COLLECTIVELY, "PROVIDERS") MAKE NO WARRANTY OF ANY KIND WHATSOEVER REGARDING THE SERVICES OR THE PACKAGE, AND SPECIFICALLY ACKNOWLEDGE THAT THE SYSTEM, THE SERVICES AND THE PACKAGE ARE PROVIDED ON AN "AS IS" BASIS. GFM EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT THE SERVICES OR THE PACKAGE WILL BE ERROR-FREE, SECURE OR UNINTERRUPTED.

3.5 Implied Warranties: GFM AND ITS PROVIDERS EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS, INCLUDING IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE, IN RESPECT OF THE SERVICES OR THE PACKAGE. SOME PROVINCES AND STATES DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, SO THIS WARRANTY DISCLAIMER MAY BE LIMITED IN ITS APPLICABILITY TO YOU.

3.6 Risk and Damage: You assume all risk for loss or damage to your Monitored Asset or its contents and for personal injury to persons occupying or affected by your Monitored Asset.

3.7 Warranty under Term Contracts: If the GPS Tracking Device is under a Term Contract, such as a Client Service Agreement (CSA), any clauses on the contract that contradict the warranty terms on this Terms Of Service will prevail over the ones in the Terms Of Service.

X. Service

X.1 Service Cancellation: Should you decide to cancel the service for a GPS Tracking Device, you must submit a written request to GFM, who will proceed to deactivate the device



and cancel your service on the last business day of the current month. You will not be billed for the next month.

If your GPS Tracking Device is under a Term Contract, you may incur penalties for early termination of services, as specified on the clauses of your contract.

X.2 Claims: Any claim regarding devices, services, or billing shall be deemed waived, unless presented in writing to GFM within 30 days of the occurrence that gave rise to said claim.

4. Limitations, Exclusions and Disclaimers:

4.1 Exclusive Damages Remedy: Your exclusive remedy is set forth in this Section 4.

4.2 Damage Limitation: GFM SHALL NOT BE LIABLE FOR ANY GENERAL, DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, AND/OR CONSEQUENTIAL DAMAGES. Some States do not allow limitations on consequential damages, so the above limitations or exclusions may not apply to you. You have specific legal rights and you may also have other rights, which may vary from State to State and from Province to Province. You acknowledge that no affirmation of fact or statement (whether written or oral) made to GFM or its representatives outside of these Terms shall be deemed to create any expressed or implied warranty on the part of GFM or its representatives.

4.3 Liability Limitation: GFM is not an insurer and you must obtain from an insurer any insurance you desire. The amount you pay is based upon the Services GFM performs and the limited liability GFM assumes and is unrelated to the value of your property or the property of others located in your Monitored Asset. In the event of any loss or injury to any property, you agree to look exclusively to your insurer to recover damages. You waive all subrogation and other rights of recovery against GFM that any insurer or other person may have as a result of paying any claim for loss or injury to any other person. It will be extremely difficult to determine the actual damages that may result from GFM's failure to perform its duties to you. You agree that GFM and our agents, employees, subsidiaries, affiliates, dealers, resellers and parent companies are exempt from liability for any loss, damage, injury or other consequences arising directly or indirectly from the Services GFM performs on your behalf. If it is determined that GFM or any of its agents, employees, subsidiaries, affiliates, parent companies, dealers or resellers are directly or indirectly responsible for any such loss, damage, injury or other consequence, you agree that damages shall be limited to the greater of CAN\$1,000.00 or 20% of the annual charges you pay to GFM. These agreed upon damages are not a penalty. They are your sole remedy no matter how the loss, damage, injury or other consequence is caused, even if caused by negligence, gross negligence, failure of GFM to perform its duties to you, strict liability, failure to comply with any applicable law, or other fault. However, at your request, GFM may assume additional liability but only if it is



provided to you in writing and signed by a signatory expressly authorized by GFM and stating the extent of additional liability and any related fees we will charge you. You agree that GFM is not an insurer even if GFM enters into the foregoing written agreement.

4.4 Hold Harmless: In the event any lawsuit or other claim is filed by any party against GFM or its agents, employees, subsidiaries, affiliates, or parent companies arising out, related to, or in connection with the Services, the GPS Tracking Device or its use, you agree to be solely responsible for, and to indemnify and hold GFM completely harmless from such lawsuits or other claims including your payment of all damages, expenses, costs and attorney's fees and expenses. These obligations will survive the expiration or earlier termination of GFM's provision of Services to you. These obligations will apply even if such lawsuit or other claim arises out of negligence, gross negligence, GFM's failure to perform its duties to you, strict liability, failure to comply with any applicable law, or other fault.

4.5 Other Party's Limitation: If you purchased Services or the GPS Tracking Device through another business or person, or from GFM through referral from another business or person, you agree that such other business or person acts solely as an independent contractor. Such business or person shall have no responsibility or liability to you for the performance or non-performance of the Services that GFM provides. Without limiting the above, you agree that the liability of such other businesses or persons is, in any event, limited in accordance with the provisions of these Terms including, but not limited to, this Section 4. You agree that such business or person and its agents, employees, affiliates, and parent companies may invoke all of rights under this Section.

4.6 Time to File Lawsuit or Other Action: You agree that, notwithstanding any legislation to the contrary, you shall file any lawsuit or other action you may have against GFM or its employees, subsidiaries, affiliates, or parent companies, agents or dealers within two (2) years from the date of the event that caused the loss, damage or liability.

4.7 Accuracy or Completeness of Data or Metadata: The accuracy or completeness of the contents of any Data or Information, including its Metadata, in whole or in part, is not guaranteed. All Data and Information is made available on an "as is" basis without warranty of any kind. GFM is not responsible for the use, processing, manipulation, interpretation or sharing of the Data or any other Information extracted from GFM's System, Services, Website, API, Web Services, or any other source, regardless of whether the extraction was made by GFM or any other party. You hold GFM harmless from damages resulting from Data or Information use or interpretation including any consequential damages, punitive damages, indirect damages, special damages, or lost profits.

4.8 Disclaimer & Liability Limits Related to GPS and Cellular Service: The GPS Tracking Device receives signals from a global positioning system ("GPS") and transmits signals to, and receives signals from, GFM's third party Providers and (depending on the Service rate plan you choose) to a customer service center ("CSC") and/or over the internet to your personal



computer, mobile computer or cellular telephone display (the method of receiving the information will depend on your choice of technology, whether we support it, and/or your particular rate plan). The Providers and CSC services may be provided by GFM directly or through another entity chosen by GFM. Your GPS Tracking Device is designed to work only with our Providers and CSCs and will not work with any other such similar entities whatsoever. In addition to the GPS system, Providers, and CSCs, Services are provided by the use of cellular telephone companies selected by GFM or other entities providing equipment, facilities, or services for the transmission of signals or the provision of other services. You understand that the GPS Tracking Device installed in the Monitored Asset uses cellular telephone technology as the transmission mode of sending signals to the CSC or your computer, mobile computer or cellular phone. Services are only available to you in the United States, Canada, and Mexico and only when the GPS Tracking Device is within the operating range of a wireless carrier's cell site that is part of the GFM service network. Services may be limited, interrupted, or discontinued, without liability to GFM, due to many conditions, including (without limitation):

- A. wireless system transmission capacity limitations and network capacity limitations;
- B. atmospheric and geographic conditions;
- C. other natural or artificial environment conditions beyond our control;
- D. limitations of the electrical system design and architecture of your GPS Tracking Device;
- E. the condition of your GPS Tracking Device (i.e. for example, the GPS Tracking Device will not function if its power supply is not available; e.g. unit is not connected to a live power source, or if essential GPS Tracking Device components are damaged (accidentally or otherwise));
- F. government regulations or limitations;
- G. restrictions by an underlying carrier (for example, wireless carrier equipment limitations and inter-carrier roaming agreements);
- H. installation, repair or modification work to the network;
- I. actions taken to combat fraudulent use; and
- J. other legitimate business and operational reasons.

GPS capabilities used for some location based services are not available if satellite signals are obstructed; you must be outdoors with a clear line of sight between you and the satellites. You understand that the GPS Tracking Device's usage of the GPS system and the third party



cellular telephone network are fundamental to GFM's ability to provide the Services and the Package.

You understand that due to the very nature of cellular telephone, network, and GPS technologies, there will be times when the GPS Tracking Device is unable to secure, maintain, or transmit signals, or that the information transmitted is not reliable, and thus, GFM will be unable to receive such signals.

You also understand that GFM does not receive signals when the transmission mode is or becomes non-operational and that signals from the GPS Tracking Device cannot be received by GFM when the GPS Tracking Device is damaged, does not have an adequate power source or is otherwise non-operational. Accordingly, you agree that GFM shall not, in any way, be liable for, or have responsibility with respect to, the GPS system, any of the information therein obtained, or for interruptions in service for any reason whatsoever.

You further acknowledge and agree that GFM shall not have any liability for the interruption of services due to electrical storms, power failures, interruption or unavailability of telephone service, cellular and radio frequency, or other conditions beyond our control, including without limit, due to strikes, riots, floods, fire, war, or acts of God.

You acknowledge and agree that the use of radio frequencies and cellular devices are controlled by the Federal Communications Commission in the United States and by the Canadian Radio-television and Telecommunications Commission in Canada, and changes in rules, regulations and policy may necessitate discontinuing such transmission devices by GFM at its option.

You agree that the liability of the Providers and any third party is limited in accordance with, and the Providers may invoke, the provisions of this Section 4.

5. Term: These Terms shall only expire upon the expiration date agreed upon when you purchased the Package. These Terms, and all updates to these Terms, shall remain in place for all renewals agreed upon in writing by GFM and you. Subject to provisions in your CSA, either party may terminate this Agreement by sending written notice (e.g. email) to the other party at least 30 days prior to the initial or renewal term anniversary date, after which termination will be effective on such anniversary date. GFM shall have the right to increase the rates charged for Services after the initial term. Upon your receipt of notice that an increase in the rates for Services will occur, you may terminate this Agreement without penalty, provided that you provide GFM written notice of such termination within 30 days of the date on the notice of an increase in the rates for Services. Termination of this Agreement by you under the preceding sentence will be effective on the earlier to occur of: (i) the date on which GFM ceases to provide Services to you under this Agreement, or (ii) 60 days from the date on the notice of price increase.

6. Termination of Business Relationship: The business relationship among you and GFM may be terminated at the option of GFM at any time upon the occurrence of any of the following events:

- A. your default under these Terms or failure to perform as required by these Terms;
- B. your default in payment of any monies due to GFM;
- C. destruction of or substantial damage to the equipment of third party vendors so as to make it impractical for GFM to continue to provide signal receiving and notification Services to you;
- D. failure of the GPS Tracking Device, the GPS system, and/or the cellular communications networks for the transmission of signals between your GPS Tracking Device and your PC, mobile computer, or cellular phone to function in accordance with expectations;
- E. unavailability of, or inability of GFM either to secure or retain, the connections or privileges necessary for the transmission of signals by means of conductors between the third party vendors, CSCs or communications carriers, GFM shall not be liable for any damages or subject to any penalty as a result of such termination;
- F. your failure to follow any recommendations GFM may make for the repair or replacement of a defective part of the GPS Tracking Device;
- G. your failure to follow the operating instructions provided at the time the GPS Tracking Device is installed into your Monitored Asset, which failure results in an undue number of false alarms or erroneous alarms, or erroneous information;
- H. if the Monitored Asset is so modified or altered after installation of the GPS Tracking Device as to render continuation of Service impractical;
- I. upon termination of the distribution agreement between GFM and the local dealer, from whom you may have purchased the GPS Tracking Devices, but in the case of such termination, GFM agrees to enter into a new agreement with you, and to not suspend Services to you, pending the execution of such new agreement, so long as you are in compliance with these Terms;
- J. governmental regulations or limitations necessitate the discontinuance of the GPS Tracking Device or Service as determined by GFM in its sole discretion; and

For avoidance of any doubt, unauthorized usage of SIM cards will result in disconnection and GFM will seek payment for all incurred traffic.



In the event the business relationship among you and GFM is terminated, GFM shall not be liable for damages or subject to any penalty as a result of such termination. GFM will, however, where you are not at fault, refund to you any advance payments made for Services to be supplied subsequent to the date of such termination, less any amount still due for the period prior to such termination. GFM may also terminate the business relationship for any reason and at any time by providing you 30 days advance written notice.

7. License Terms:

7.1 **Grant of License:** Provided that you comply with all of these Terms, GFM grants you a personal, non-exclusive license to use the firmware and software (and all additions or modifications thereto) that is located on the GPS Tracking Device (collectively, the "Software").

7.2 **Reservation of Rights and Ownership:** GFM reserves all rights not expressly granted to you in under these Terms. The Software is protected by copyright and other intellectual property laws and treaties. GFM and its Providers own the title, copyright and other intellectual property rights in the Software. The Software is licensed, not sold.

7.3 **Alteration of Product:** You may not reverse engineer, decompile or disassemble the Software or the GPS Tracking Device, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

8. Website Terms and Conditions:

8.1 When accessing any website operated by GFM, you hereby agree to be bound by the terms and conditions located at the website, which may be separate from these Terms or which may incorporate these Terms. In either event, the Website Terms and Conditions are hereby incorporated by reference into these Terms.

9. Other Terms & Conditions:

9.1 You agree to do the following:

- A. to instruct all persons who you may permit to use the GPS Tracking Device as to its proper use and to be fully responsible for, and indemnify GFM against, any claim, liability or expense related to such persons' use of the GPS Tracking Device or Services;
- B. to ensure that the person driving or responsible for the operation of the Monitored Asset, as the case may be, understands that you or other third parties have access to their location without their knowledge and that the person (whether they are friends, family members or minors) agrees to indemnify GFM against any claim, liability or



expense related to such person's use of the GPS Tracking Device or Services (including those related to any privacy issues);

- C. to ensure that the GPS Tracking Device or Services are not used for fraudulent or abusive purposes or in a way that risks damage to GFM or its business or reputation, to third parties (including, but not limited to, the wireless and other service providers and vendors), or to the general public; and
- D. to ensure that the Monitored Asset, if applicable, has complete automobile liability insurance coverage; and
- E. comply with laws, codes and regulations pertaining to the GPS Tracking Device and Services.

Any attempt by you to abuse or fraudulently use the Services may result in immediate termination of the Services.

9.2 Access to Services: Access to Services may be provided by means of a ten-digit cellular telephone number (the "Equipment Number"). The Equipment Number is at all times the property of GFM and you have no interest in, or claim of right to, the Equipment Number. GFM reserves the right to change the Equipment Number upon ten (10) days prior notice to you, except that no notice is required if GFM suspects fraud. An Equipment Number issued to you may not be assigned or associated with another cellular telephone unless GFM consents in writing. Unless GFM consents, you are responsible for all charges to that telephone number. If your GPS Tracking Device is lost, misplaced or stolen, or if your Equipment Number is used without your permission, you must notify GFM within 48 hours of the loss and provide all information and documentation relating to the problem, including any police reports and affidavits. If GFM determines that your Equipment Number was fraudulently used without fault or authorization on your part, and if you notified GFM within 48 hours, GFM will not charge you for such usage. As part of its investigation, you expressly authorize GFM, its agents, and law enforcement agencies to investigate the use of calls to the GPS Tracking Device that you claim were made without your permission and for which you seek credit from GFM. If you fail to cooperate in any investigation and do not take reasonable precautions as GFM may require from time to time, you will remain liable for all usage. If you are found responsible for any fraudulent usage, your Services may be immediately terminated. You will pay for all false calls for locations or similar fees, charges or assessments.

9.3 Authorization: You authorize GFM to secure a non-investigative consumer report on you from a consumer reporting agency. You release GFM from, and agree to indemnify and hold GFM harmless from, any liability with respect to the release of such information to and/or response by you, your authorized representative, Provider or any other third party.

9.4 Familiarization Period: If a seven (7) day familiarization program, or longer period, is required by law and, if needed, an extension period, for you to become familiar with the GPS



Tracking Device and Services and its operation, then during this familiarization period, you agree that:

- A. in the event any use of the Service incurs usage fees, that you will pay the current rate for this usage; and
- B. you will return the GPS Tracking Device in its original shipping container, at your own expense, to our facilities located at **250-5172 Kingsway, Burnaby, BC, V5H 2E8**, if you choose to decline access to the Services, prior to the end of such familiarization program or period.

9.5 **Requests for Services:** You authorize GFM to make requests for information, service, orders or equipment in any respect on behalf of you to such Providers, as GFM determines to be necessary or desirable.

9.6 CELLULAR SERVICE CARRIER END USER TERMS

- A. You acknowledge that the services provided to GFM by the underlying cellular service carrier are made available only when your Equipment is in operating range of the facilities of the underlying carrier. In addition, the services of the underlying carrier may be temporarily refused, interrupted, or limited at any time because of: (i) limitations to the underlying carrier facilities; (ii) transmission limitations caused by atmospheric, topographical or other factors outside of the underlying carrier's reasonable control; or (iii) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of the services provided to GFM by the underlying carrier. Individual data transmissions may be involuntarily delayed for a variety of reasons, including atmospheric conditions, topography, weak batteries, system over-capacity, movement outside a geographic locations in which the services are available from time to time and gaps in coverage within said geographic locations.
- B. You acknowledge that: (i) it is possible for third parties to monitor data traffic over the facilities of the underlying carrier and privacy cannot be guaranteed; (ii) if you desire to secure transmission of data, you must provide for its own means of doing so; and (iii) you assume full responsibility for the establishment of appropriate security measures to control access to its own respective equipment and information.
- C. YOU HAVE NO PROPERTY RIGHT IN ANY IDENTIFIER ISSUED TO, OR ASSOCIATED WITH, END USER OR ANY EQUIPMENT USED BY END USER.
- D. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOU HAVE NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH THE UNDERLYING CELLULAR SERVICE CARRIER AND THAT YOU ARE NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN GFM AND THE UNDERLYING CARRIER. IN ADDITION, YOU EXPRESSLY UNDERSTAND AND AGREE THAT



THE UNDERLYING CARRIER MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER AND SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO YOU, REGARDLESS OF THE FORM OF THE ACTION, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE.

- E. YOU SHALL INDEMNIFY AND HOLD HARMLESS THE UNDERLYING CELLULAR SERVICE CARRIER AND ITS OFFICERS, EMPLOYEES, AND AGENTS AGAINST ANY AND ALL CLAIMS, INCLUDING WITHOUT LIMITATION CLAIMS FOR LIBEL, SLANDER, INFRINGEMENT OF COPYRIGHT, OR PERSONAL INJURY OR DEATH, ARISING IN ANY WAY DIRECTLY OR INDIRECTLY IN CONNECTION WITH THE USE, MISUSE, FAILURE TO USE, OR INABILITY TO USE THE GFM'S HARDWARE AND SOFTWARE. THIS INDEMNITY SHALL SURVIVE THE TERMINATION OF YOUR BUSINESS RELATIONSHIP WITH GFM.
- F. Unless you provide express consent, or disclosure is required pursuant to a Court Order, all information kept by GFM regarding you and your organization, other than your or your organization's name, address and listed telephone number, is confidential and may not be disclosed by GFM to anyone other than:
- (a) yourself;
 - (b) a person who, in the reasonable judgement of GFM, is seeking the information as an agent of you or your organization;
 - (c) another Cellular Service Carrier, provided the information is required for the efficient and cost-effective provision of Cellular Service Carrier service and disclosure is made on a confidential basis with the information to be used only for that purpose;
 - (d) a company involved in supplying you with cellular related services, provided the information is required for that purpose and disclosure is made on a confidential basis with the information to be used only for that purpose;
 - (e) an agent retained by the GFM in the collection of your account, provided the information is required for and is to be used only for that purpose; and
 - (f) express consent may be taken to be given by you when you provide:
 - i. written consent;
 - ii. oral confirmation verified by an independent third party;
 - iii. electronic confirmation through the use of a toll-free number; electronic confirmation via the Internet;
 - iv. oral consent, where an audio recording of the consent is retained by GFM; or
 - v. consent through other methods, as long as an objective documented record of the consent is created by you or by an independent third party.

G. Limits on Liability for Emergency Services Provided on a Mandatory Basis

This subsection applies only to the provision of emergency services on a mandatory



basis. In respect to the provision of emergency services on a mandatory basis, GFM is not liable for:

- (a) libel, slander, defamation or the infringement of copyright arising from material or messages transmitted over GFM's network from your property or premises or recorded by your equipment or GFM's equipment;
 - i. damages arising out of your act, default, neglect or omission in the use or operation of equipment provided by GFM;
 - ii. damages arising out of the transmission of material or messages over GFM's network on your behalf which is in any way unlawful; or
 - iii. any act, omission or negligence of other companies or telecommunications systems when their facilities are used in establishing connections to or from your facilities and equipment.
- (b) Furthermore, except in cases where negligence on GFM's part results in physical injury, death or damage to GFM's property or premises, GFM's liability for negligence related to the provision of emergency services on a mandatory basis is limited to the greater of \$20 and three times the amount (if any) GFM would otherwise be entitled to receive as a refund for the provision of defective Service. However, GFM's liability is not limited by this subsection in cases of deliberate fault, gross negligence or anti competitive conduct on GFM's part or in cases of breach of contract where the breach results from GFM's gross negligence.

- H. YOU HEREBY ACKNOWLEDGE THAT GFM IS ACTING AS AGENT TO THE UNDERLYING CARRIER SUPPLYING SERVICES TO GFM FOR THE LIMITED PURPOSE OF SECURING PERFORMANCE OF THE FOREGOING PROVISIONS.
- I. THE UNDERLYING CARRIER'S SERVICES DO NOT INCLUDE ANY VOICE SERVICES.
- J. THE SIM SUPPLIED WITH THE EQUIPMENT MAY ONLY BE USED IN SUCH EQUIPMENT AND IN NO OTHER WIRELESS DEVICE.
- K. ROAMING END USERS IN CANADA MAY ONLY ROAM INCIDENTALLY TO THEIR USE OF THE SERVICES IN CANADA

GFM may, at its option, include such other provisions or modify the foregoing provisions to apply to GFM as well as to Cellular Service Provider, so long as such additions or modifications do not mitigate the effect of the foregoing.

Cellular Service Provider may change, modify or amend their agreement(s) with GFM at any time upon providing GFM with a prior written notice of thirty (30) days.

9.7 Privacy Waiver: You agree that for the purposes of GFM's employee training, quality control, and provision of Services, GFM may monitor or record your conversations with GFM personnel and any others directly involved in providing you Services. Further, you understand that privacy cannot be guaranteed on cellular telephone systems with GPS location capabilities such as those used for the Services or the Package, and that GFM is not liable to you for any claims, losses, damages or costs resulting from any lack of privacy. You



consent to GFM using information about you, your GPS Tracking Device or your location to provide the Services, offer new products or services, or enforce these Terms. We may use or share with others your information and statistics that do not include information that identifies you personally. Except as provided above, GFM will not monitor your GPS Tracking Device location. You agree that GFM may provide information about you to any governmental authority with lawful jurisdiction over the GPS Tracking Device, Services or GFM.

9.8 **Assigns:** These Terms are not assignable or transferable by you except upon the prior written consent of GFM. GFM shall have the right, in whole or in part, to assign these Terms or to subcontract any of its obligations under these Terms without notice to you.

9.9 **Entire Agreement:** These Terms, constitutes the final and entire agreement between you and GFM and supersedes any prior agreements, written or oral. GFM has made no representation, warranty, or covenant not contained in these Terms, the GFM Terms and Conditions, and Hardware Agreement. No amendment, modification, or waiver of, or supplement shall be effective, unless it is in writing and signed by each party hereto. These Terms shall govern in priority notwithstanding any inconsistent or additional terms and conditions of any other document submitted by you.

9.10 **Governing Law:** These Terms shall be governed by, and construed in accordance with, the laws of the Province of British Columbia, Canada.

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