

## Location Based Technologies “Bundled” Hardware and Service Agreement

**Thanks for becoming part of the PocketFinder family! In this Customer 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**

**Your service terms and conditions are part of this agreement.** Your service includes monthly allowances and features, where you can use them (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. The terms and conditions for your service can be found online at [www.pocketfinder.com](http://www.pocketfinder.com).

### **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.

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.

**If you have purchased a multi-month plan (a “Service Plan”) together with your device (a “Bundle” or “Bundle Service Plan”), you can cancel your Service Plan within 14 days of purchase (the “Refund Period”) and receive a refund, but you'll still have to pay our standard billing rate for domestic or international service the entire first month of service. NO REFUNDS OF BUNDLE SERVICE PLANS WILL BE GRANTED AFTER 14 DAYS.**

**In order to be eligible to receive a refund, you must also return the device to us in its original condition with all of its accessories within 30 days of purchase.**

**We will deduct shipping and handling charges from your refund amount. Devices should be returned to the corporate address listed on our website, care of Customer Service.**

**PLEASE NOTE:** You are required to deactivate your service AND return your device. Returning your device does not automatically deactivate your service. To learn how to deactivate your service, please visit [www.PocketFinder.net/account.aspx](http://www.PocketFinder.net/account.aspx).

### **How Will I Be Billed for my Bundled Service Plan?**

After you've purchased your device, you must go to [www.pocketfinder.com](http://www.pocketfinder.com) 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 contracted amount during the contract term. After you've completed your contract term, you'll automatically become a customer on a month-to-month basis unless you purchase a multi-month Service Plan. If you become a month-to-month customer or purchase a multi-month service plan, you will become subject to the Terms and Conditions of those Service Plans which can be found at (<http://www.pocketfinder.com/legal/>).

If you purchase a Bundle, you're agreeing to subscribe to PocketFinder's service for the minimum contract term as shown on your receipt or order confirmation. **If you have purchased a Bundle Service Plan and later decide to cancel that plan during the contract term, or if we cancel it for good cause during its contract term, you will not receive a refund after the Refund Period.**

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

Yes. We may change prices or any other term of your service or this agreement at any time, but we'll provide notice first. If you use your service or keep your account active for more than 7 days after the change takes effect that means you're accepting the change.

### **My PocketFinder**

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, 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.

### **Where and How Does My PocketFinder Work?**

Wireless GPS devices like the PocketFinder use radio transmissions to convey the GPS data to your computer or wireless device. This means that if your PocketFinder isn't in range of a cell tower, the device won't be able to transmit the GPS data to you. However, the device will still be collecting and storing GPS information from network satellites, so once the PocketFinder comes back into cell range the stored data will automatically upload the on your account. Please be aware that even within your Coverage Area, many things can affect the availability and quality

of your device's ability to communicate with you, including network capacity, terrain, buildings, foliage and weather.

### **Can I Suspend My Service?**

No. Bundle customers will be billed in consecutive months for the duration of their contract term.

### **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 PocketFinder 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 and Canada. 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 will be higher monthly rates for roaming service.

### **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 PocketFinder 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 or business opportunities; (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, your wireless device, or any applications you access through your wireless device. We do not warrant that your PocketFinder device will work perfectly or will not need occasional upgrades or modifications, or that it will not be negatively affected by network-related 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.

### **Privacy**

We take your privacy very seriously. Please refer to our Privacy Policy which can be found at <http://www.pocketfinder.com/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 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 LOCATION BASED TECHNOLOGIES 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.

(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 ARBITRATIONS 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 arbitrations as explained in part 7 of 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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