



## TYPE 1 SYSTEMS TERMS AND CONDITIONS

This is an Agreement between the customer ("Subscriber"), Authorized Reselling Agent and TYPE 1 SYSTEMS LLC. for a period of time as further defined below.

1. **Service:** Subscriber may purchase Service from an Authorized TYPE 1 SYSTEMS Reselling Agent in one of the following plans: Consumer GPS Tracking, Franchised Car & Power Sport Dealership GPS Tracking, Subprime Lending & Buy Here Pay Here GPS Tracking, and Fleet GPS Tracking.

TYPE 1 SYSTEMS is the software manufacturer, and does not sell the GPS Tracking Hardware that works in conjunctions with the TYPE 1 SYSTEMS proprietary GPS Tracking Software Applications as listed above. TYPE 1 SYSTEMS provides access to its Authorized Reselling Agents Subscribers, as long as, the vehicle is owned by the subscriber and all other terms and conditions are met. The subscriber must have purchased a GPS Service Plan and GPS Tracking Device from the Authorized Reselling Agent, which has a term of service for one year and is renewed annually, provided all other terms and condonations are met.

2. **Availability:** Service is available to the Subscriber of any TYPE 1 SYSTEMS Service Plan purchased by an Authorized Reselling Agent (a) only within the United States, Canada and Mexico. (b) Service is also limited by the type of GPS Tracking Hardware sold separately by the Authorized Reselling Agent and can vary depending on the vehicle(s) electrical system design. The TYPE 1 SYSTEMS GPS Tracking Platform Service may not function with your GPS Tracking Device if the vehicle(s) battery is discharged or disconnected. The platform may also become inoperative if the vehicle is in an accident where the GPS Tracking System or the vehicle electrical system components are damaged. (d) Cellular and/or GPS capabilities used to deliver Service will not be available if satellite signals and/or cell signals are obstructed.

3. **Activation and Use of Service:** Orders for activating, reactivating, changing, transferring or terminating service will be accepted by TYPE 1 SYSTEMS only from the Subscriber or Subscriber's Authorized Reselling Agent. If required by a specific TYPE 1 SYSTEMS Service Plan, Subscriber agrees to initiate and maintain service with their Authorized Reselling Agent for use of the TYPE 1 SYSTEMS GPS Tracking Platforms. Service plans have "Restricted Data Usage" depending on the selected Service Plan: (5 minute 500kb, 2 minute 1mb, 1 minute 1.8mb). TYPE 1 SYSTEMS at its discretion reserves the rights with respect to the terminology of "Restricted Data Usage" to mean "Reasonable Use." The end user is granted reasonable usage for the term of service that was purchased not to exceed reasonable and customary usage. If usage exceeds 20 Mobile Terminated (SMS) messages and/or an overage in the Service Plans allowed Data in a 30-day billing period, TYPE 1 SYSTEMS reserves the right to monitor and investigate the usage and suspend and/or withdraw the service from any individual and/or end user on behalf of the Authorized Reselling Agent. Subscriber is responsible for ensuring that the Vehicle and Authorized Reselling Agent's hardware are properly maintained. Subscriber agrees that Services can be used only by Subscriber or Subscriber's authorized user and only in relation to the vehicle that is equipped with the Authorized Reselling Agent's GPS Tracking Device on a TYPE 1 SYSTEMS Service Plan. Subscriber must provide the name of his authorized user or users at the time of activation or through other direct contact with the Company. TYPE 1 SYSTEMS, at its discretion, may limit the number of authorized users allowed for the Subscribers account. Additionally, Subscriber agrees not to use the Service for any unlawful or abusive purpose or in such a way as to create or risk damage to TYPE 1 SYSTEMS business, reputation, employees, facilities, third



parties or to the public generally and in such cases, Subscriber agrees that TYPE 1 SYSTEMS in its sole discretion may terminate service.

- 4. Transferability of Service:** The Authorized Reselling Agents hardware and TYPE 1 SYSTEMS services may be transferred between Vehicles with authorization from TYPE 1 SYSTEMS and then, only if the following conditions are met: Subscriber agrees to have hardware removed from original vehicle and reinstalled in another vehicle only by an authorized dealer or installer approved or recommended by the Authorized Reselling Agent and/or TYPE 1 SYSTEMS. Subscriber agrees to pay all costs due to authorized dealer or installer for transfer of hardware; Subscriber agrees to pay TYPE 1 SYSTEMS or its designated Authorized Reselling Agent a transfer fee, which may be waived at TYPE 1 SYSTEMS's discretion. Upon the sale of Subscriber's Hardware equipped within the vehicle, Subscriber may transfer any remaining term of TYPE 1 SYSTEMS service plan to the subsequent purchaser of Subscriber's Hardware equipped within the vehicle, provided Subscriber delivers notice to TYPE 1 SYSTEMS and/or its Authorized Reselling Agent and the subsequent purchaser completes and executes a TYPE 1 SYSTEMS Service Plan Agreement and agrees to abide by its terms. Service may not otherwise be sold or transferred by Subscriber. Subscriber may be charged a transfer fee and/or be required to upgrade to a higher Service Plan and will not be entitled to a refund if certain services are not available on the vehicle to which the service is being transferred to.

**5. Term/Rates/Termination/Declination of Service:**

- a. Subscriber is responsible for all hardware charges, installation fees, and Service fees as set forth in this agreement or Subscriber's Vehicle purchase agreement and Service will commence on the Service Activation or Subscription Date.
- b. Subscriber agrees that the Standard Term for TYPE 1 SYSTEMS services are for the term of his or her ownership of the vehicle and as long as all other terms and conditions are met.
- c. Subscriber agrees that the Standard Term for all GPS Service Plans is 12 months with automatic and perpetual renewal each year on the same payment terms, unless modified or terminated in the manner provided below. TYPE 1 SYSTEMS reserves the right to modify any and all terms including but not limited to rates, GPS Service Plan features and benefits, special promotions and other such programs. Unless otherwise provided, charges for a GPS Service Plan are payable in advance upon execution of this Agreement.
- d. If Service is declined by Subscriber for any reason, or if this Agreement has expired, is terminated or canceled, or if Subscriber's account is past due, TYPE 1 SYSTEMS is not obligated to provide Service to Subscriber, the Vehicle, its purchaser or its occupants. Any voluntary provision of Service by TYPE 1 SYSTEMS in such cases will not be considered a waiver of this provision of such voluntary Service. In the event of a declination of Service, the Vehicle purchaser (Subscriber) is not entitled to any refund.
- e. Subscriber or TYPE 1 SYSTEMS may terminate this agreement upon delivery of notice, oral or written, at any time and for any reason. If Subscriber or TYPE 1 SYSTEMS terminates Service prior to completion of the fixed term, Subscriber shall be financially responsible to TYPE 1 SYSTEMS and/or its Authorized Reselling Agent for the amount described in paragraph f. Subscriber acknowledges that except as otherwise set forth is not entitled to a fund for the cost of the Authorized Reselling Agents equipment and/or the TYPE 1 SYSTEMS Service plan, it's installation or any unused portion of the TYPE 1 SYSTEMS Service. TYPE 1 SYSTEMS reserves the right to provide credits and/or refunds to customers who have purchased an annual GPS Service Plan; however, the provision of such credits or refunds does not constitute the waiving of any right to unused fees.
- f. Subscriber who has purchased a TYPE 1 SYSTEMS Service Plan is required to provide TYPE 1 SYSTEMS and/or its Authorized Reselling Agent with current and up-to-



date contact information, including telephone, address and user information, throughout the course of the year. Subscriber will be sent a renewal notice during the year and is required to confirm their contact information is current. Failure to perform this requirement by Subscriber may result in suspension of the service plan and any related services.

- g. If Subscriber elects to upgrade from TYPE 1 SYSTEMS Service Plan or selects Service with greater than the Standard Term, Subscriber acknowledges that it may be charged a special lower rate (subject to change as provided below) in exchange for Subscriber's Agreement to subscribe for a fixed term of longer fixed term than provided as the Standard Term. If Subscriber terminates this Agreement prior to the end of the fixed term or longer fixed term, or TYPE 1 SYSTEMS terminates service to Subscriber prior to the end of the fixed term or longer fixed term or for nonpayment to other default in Subscriber's obligations, Subscriber agrees to pay TYPE 1 SYSTEMS and/or its Authorized Reselling Agent. Such amount shall be paid or retained by TYPE 1 SYSTEMS and/or its Authorized Reselling Agent in the case of a prepayment as Liquidated Damages due to the difficulty of determining the actual damages caused by the early termination of this Agreement.
- h. Except as otherwise provided, TYPE 1 SYSTEMS reserves the right to modify the charges for or scope of services at any time during the term of this Agreement upon 30-day advance notice to Subscriber. Acceptances by TYPE 1 SYSTEMS of advance payments by Subscriber shall not be deemed a waiver of TYPE 1 SYSTEMS's and/or its Authorized Reselling Agents right to modify its charges at any time and shall not relieve Subscriber of its obligation to pay such modified charges. In case of any modification of charges, Subscriber shall have the right to terminate this agreement without payment of any damages, as noted above, by written notice delivered to TYPE 1 SYSTEMS and/or its Authorized Reselling Agent within 15 days after such Subscriber is informed of the proposed modification; provided, however, that upon receipt of Subscriber's election to terminate this Agreement, TYPE 1 SYSTEMS and/or its Authorized Reselling Agent shall have 15 days to notify Subscriber of its intent not to modify Subscriber's charges, in which case this Agreement shall remain in full force and effect and binding on Subscriber for the full term at the charges applicable to Subscriber without effect of the proposed modification.
- i. Should Subscriber default in the payment of any sum hereunder, breach any representations herein, fail to perform any of its obligations at the time and in the manner specified in this Agreement or under any other Agreement between TYPE 1 SYSTEMS and/or its Authorized Reselling Agent and Subscriber, or fail to maintain the TYPE 1 SYSTEMS hardware without damage or interference with TYPE 1 SYSTEMS and/or its Authorized Reselling Agents business or call center, or should Subscriber be subject of any proceeding under the Bankruptcy Code or become insolvent, TYPE 1 SYSTEMS and/or its Authorized Reselling Agent shall have the right to discontinue Service at any time without notice and/or terminate this Agreement. In either case, Subscriber shall remain liable for the payment of all charges incurred under this Agreement through the date of termination, which shall be immediately due and payable. Further, Subscriber may be subject to reactivation charges if service is subsequently recommenced. These remedies are not exclusive but are in addition to all remedies provided by law in the event of Subscriber's default. Subscriber will reimburse TYPE 1 SYSTEMS and/or its Authorized Reselling Agent for any attorney's fees, costs of investigation or collector and similar expenses incurred by TYPE 1 SYSTEMS and/or its Authorized Reselling Agent in the enforcement of any right or privilege hereunder.

#### **6. Renewals, Extensions, Suspensions, Downgrades and Upgrades:**

- a. This Agreement shall continue for the Standard Term of the Service selected, unless otherwise mutually agreed to by Subscriber, Authorized Reselling Agent and TYPE 1 SYSTEMS.



- b. Unless otherwise agreed, Subscriber may upgrade or downgrade to a different Service, renew or extend the term of this Agreement by providing oral or written notice to TYPE 1 SYSTEMS and/or its Authorized Reselling Agent. Subscriber may downgrade Service during the Standard terms (as defined in paragraphs 5b and 5c) but Subscriber is not entitled to a refund. In the case of frequent changes (more than one every three months), an administrative charge may be assessed. In all such cases, Subscriber consents to TYPE 1 SYSTEMS and/or its Authorized Reselling Agent charging any additional fees to Subscriber's credit card, Subscriber's credit card account on file, bank checking account on file or any other account provided to TYPE 1 SYSTEMS and/or its Authorized Reselling Agent for payment of fees.
- c. Where TYPE 1 SYSTEMS's Service Plan services are provided, suspension of Service is not permitted during the Standard Terms, provided Subscriber complies with all requirements outlined herein. Otherwise, Service may be suspended once during a twelve (12) month period, for a time period not to exceed six (6) months. Subscriber may be charged an administrative fee for suspension of service. In such cases, Subscriber consents to TYPE 1 SYSTEMS and/or its Authorized Reselling Agent to charge the Subscriber's credit card, Subscriber's credit card account on file, bank checking account on file or any other account provided to TYPE 1 SYSTEMS and/or its Authorized Reselling Agent for payment of fees.

**7. Billing and Payment of Charges:** Subscriber is responsible for payment of all charges for services furnished by emergency or other service providers, including ambulance, medical, hospitalization, police, security or other services. Subscriber is also responsible for payment of all charges for services provided by roadside assistance suppliers, including towing and other assistance, that are over and above those offered in Subscriber's Service at time of request. Subscriber shall be responsible for payment of all charges related to merchandise purchased from TYPE 1 SYSTEMS and/or its Authorized Reselling Agent or, in the event of cancellation of Service, for promotional merchandise received from TYPE 1 SYSTEMS and/or its Authorized Reselling Agent. Subscriber is responsible for cellular telephone charges relating to emergency services provided by TYPE 1 SYSTEMS and/or its Authorized Reselling Agent on behalf of Subscriber, together with usage charges, if any, for all calls to the TYPE 1 SYSTEMS and/or its Authorized Reselling Agent Call Center processed with respect to Subscriber's Vehicle. Monthly billing or other usage charges for TYPE 1 SYSTEMS and/or its Authorized Reselling Agent Services selected by Subscriber are calculated from the beginning of the month, with charges prorated (if necessary). If a Subscriber has authorized charges to be made against a credit card account, TYPE 1 SYSTEMS and/or its Authorized Reselling Agent will charge amounts due to the credit card account prior to the due date. No additional notice to, consent, or authorization of Subscriber shall be required for such charge. If Subscriber has not authorized charges to be made to a credit card account, or if charges made to the credit card account are not paid, payment must be received on or before the due date. Subscriber agrees that (a) time is of the essence, (b) it would be impractical to fix the exact amount of TYPE 1 SYSTEMS's and/or its Authorized Reselling Agent damages if Subscriber fails to pay promptly, and (c) in the event of such failure, Subscriber shall pay TYPE 1 SYSTEMS and/or its Authorized Reselling Agent five percent (5%) per month of any amount not paid when due, which fee shall be paid for every month the amount is unpaid and shall be prorated on a daily basis for each day that payment is overdue, provided such charge is permitted according to any applicable law and further provided such charges will not be compounded monthly. Acceptance by TYPE 1 SYSTEMS and/or its Authorized Reselling Agent of checks or drafts shall not constitute a waiver of TYPE 1 SYSTEMS's right to payment by legal tender, and acceptance of late or partial payments or payments marked Paid in Full or similar notations shall not waive any rights of TYPE 1 SYSTEMS and/or its Authorized Reselling Agent hereunder. Subscriber may, at the option of TYPE 1 SYSTEMS and/or its Authorized Reselling Agent, be charged a returned check fee of \$35.00 for any check



returned for insufficient funds. Inquiries about or objections charges must be in writing and must be received by TYPE 1 SYSTEMS and/or its Authorized Reselling Agent from Subscriber no later than the due date; PROVIDED, however, all amounts due TYPE 1 SYSTEMS and/or its Authorized Reselling Agent, including disputed amounts, must be paid to TYPE 1 SYSTEMS and/or its Authorized Reselling Agent on or before the due date. TYPE 1 SYSTEMS and/or its Authorized Reselling Agent will make good faith efforts to resolve disputes in accordance with TYPE 1 SYSTEMS and/or its Authorized Reselling Agent procedure.

- 8. Sales Taxes, etc:** In addition to the costs of services provided under this Agreement, Subscriber shall pay any applicable sales, use, public utility gross receipts of other taxes, interconnect costs, fees or charges imposed on TYPE 1 SYSTEMS and/or its Authorized Reselling Agent as a result of the purchase of the Authorized Reselling Agent hardware or providing TYPE 1 SYSTEMS Services to the Subscriber. Such taxes will be added to Subscriber's bill when imposed to require by law and any such taxes, fees or charges paid by TYPE 1 SYSTEMS and/or its Authorized Reselling Agent will be reimbursed by Subscriber.
- 9. Product Warranty and Availability:** Any warranty for the GPS Tracking Hardware shall run directly from TYPE 1 SYSTEMS Authorized Reselling Agent and any warranty for the GPS Tracking Software Service shall run directly from TYPE 1 SYSTEMS to the customer, and pursuant to the warranty, the customer shall return any defective Products to the Authorized Reselling Agents Company. The Authorized Reselling Agent shall promptly contact TYPE 1 SYSTEMS's Service Department upon receipt of any returned product. TYPE 1 SYSTEMS'S AND/OR ITS AUTHORIZED RESELLING AGENTS LIABILITY ARISING OUT OF THIS AGREEMENT AND/OR SALE OF THE PRODUCTS SHALL BE LIMITED TO THE AMOUNT PAID BY THE AUTHORIZED RESELLING AGENT FOR THE PRODUCT. IN NO EVENT SHALL TYPE 1 SYSTEMS BE LIABLE FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS. IN NO EVENT SHALL TYPE 1 SYSTEMS BE LIABLE TO ITS AUTHORIZED RESELLING AGENTS OR ANY OTHER ENTITY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES, HOWEVER CAUSED ON ANY THEORY OF LIABILITY AND NOT WITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. UNDER NO CIRCUMSTANCE SHALL TYPE 1 SYSTEMS BE RESPONSIBLE TO ITS AUTHORIZED RESELLING AGENTS OR ANY OTHER PARTY FOR ITS FAILURE TO FILL ACCEPTED ORDERS, OR FOR ITS DELAY IN FILING ACCEPTED ORDERS, WHEN SUCH FAILURE OR DELAY IS DUE TO ANY CAUSE BEYOND TYPE 1 SYSTEMS'S REASONABLE CONTROL.
- 10. Limitation of Liability:** NOTWITHSTANDING ANYTHING CONTAINED HEREIN, NONPERFORMANCE HEREUNDER BY TYPE 1 SYSTEMS, ITS AUTHORIZED RESELLING AGENTS, ITS SUPPLIERS, AND/OR THE WIRELESS DATA CARRIER SHALL BE EXCUSED IF CAUSED BY ACT OR OMISSION OF A THIRD PARTY SERVICE PROVIDER, EMERGENCY SERVICES PROVIDER, EQUIPMENT FAILURE, ACTS OF GOD, STRIKES, EQUIPMENT OR FACILITY SHORTAGE, OR OTHER CAUSES BEYOND WIRELESS DATA CARRIER'S AND/OR TYPE 1 SYSTEMS'S AND ITS AUTHORIZED RESELLING AGENTS CONTROL. IN ADDITION THE LIABILITY OF A WIRELESS DATA CARRIER AND/OR TYPE 1 SYSTEMS, ITS AUTHORIZED RESELLING AGENTS, ITS SUPPLIERS, FOR ANY MISTAKE, OMISSION, INTERRUPTION, DELAY, ERROR, DEFECT OR OTHER FAILURE IN THE SERVICE FURNISHED SHALL IN NO EVENT EXCEED THE AMOUNT OF THE PRORATED MONTHLY CHARGES TO SUBSCRIBER FOR SAID SERVICE DURING THE PERIOD SO AFFECTED, PROVIDED THAT NO LIABILITY SHALL RESULT FOR OUTAGES OF 36 HOURS OR LESS IN NO EVENT SHALL, ITS TYPE 1 SYSTEMS DEALERS OR THE WIRELESS DATA CARRIER BE LIABLE TO SUBSCRIBER, SUBSCRIBER'S





EMPLOYEES, OR SUBSCRIBER'S CUSTOMERS OR ANY THIRD PARTY FOR ANY COST, DELAY OR INCIDENTAL, GENERAL OR CONSEQUENTIAL DAMAGES ARISING FROM THE SERVICES PROVIDED UNDER THIS AGREEMENT. TYPE 1 SYSTEMS SHALL NOT BE LIABLE TO SUBSCRIBER, ITS EMPLOYEES, DEALERS, CUSTOMERS OR ANY THIRD PARTY FOR INJURIES TO PERSONS OR PROPERTY ARISING FROM SUBSCRIBER'S USE OF THE AUTHORIZED RESELLING AGENTS HARDWARE OR THE TYPE 1 SYSTEMS SERVICE OR THE INSTALLATION, REPAIR OR MAINTENANCE OF THE AUTHORIZED RESELLING AGENTS SYSTEM BY OTHER THAN AN AUTHORIZED TYPE 1 SYSTEMS AND/OR AUTHORIZED RESELLING AGENTS DEALER OR INSTALLER. SUBSCRIBER AGREES TO INDEMNIFY AND HOLD HARMLESS THE WIRELESS DATA CARRIER, TYPE 1 SYSTEMS, ITS AUTHORIZED RESELLING AGENTS, ITS SUPPLIERS AND DEALERS AND THEIR RESPECTIVE OFFICERS, EMPLOYEES AND AFFILIATES FROM AND AGAINST ANY AND ALL COSTS, EXPENSES, ACTS, ACTIONS OR CLAIMS, ARISING OUT OF OR IN CONNECTION WITH THE ACTIVITIES CONTEMPLATED BY THIS AGREEMENT. WHETHER BROUGHT BY SUBSCRIBER'S EMPLOYEES OR THIRD PARTIES, EVEN IF OCCASIONED BY THE SOLE NEGLIGENCE OF TYPE 1 SYSTEMS, ITS AUTHORIZED RESELLING AGENTS, DEALERS OR THE WIRELESS DATA CARRIER. IN THE EVENT SUBSCRIBER HAS AUTHORIZED TYPE 1 SYSTEMS AND/OR ITS AUTHORIZED RESELLING AGENT TO CHARGE AMOUNTS DUE AGAINST ITS CREDIT CARD ACCOUNT, THE INDEMNIFICATION AND HOLD HARMLESS AGREEMENT CONTAINED IN THIS PARAGRAPH SHALL EXTEND TO CLAIMS EXPENSES, LIABILITIES OR DAMAGES ARISING IN CONNECTION WITH USE OR OWNERSHIP OF THE CREDIT CARD ACCOUNT OR FORM ISSUER'S REFUSAL TO PAY AMOUNTS CHARGED TO SUCH CREDIT CARD ACCOUNT SUBSCRIBER FURTHER AGREES TO PAY TYPE 1 SYSTEMS'S, DEALER'S AND/OR THE WIRELESS DATA CARRIER'S REASONABLE ATTORNEYS' FEES AND COSTS (1) ARISING FROM ANY ACTIONS OR CLAIMS FOR WHICH THIS PARAGRAPH PROVIDES THE TYPE 1 SYSTEMS AND ITS AUTHORIZED RESELLING AGENT INDEMNIFICATION, OR (2) INCURRED IN CONTESTING THE APPLICABILITY OF THIS PARAGRAPH.

**11. Vehicle Tracking and Privacy on your TYPE 1 SYSTEMS Service Plan and the Authorized Reselling Agents GPS Tracking Hardware:** Subscriber understands and agrees that in conjunction with employee training, quality control and the provision of service TYPE 1 SYSTEMS may monitor and/or electronically record conversations. Subscriber consents to TYPE 1 SYSTEMS using Subscriber information to administer subscription services, offer new products or services, respond to regulatory and legal requirements including credit reporting and fraud prevention, and electronically tracking Subscriber's Authorized Reselling Agents Hardware within the vehicle in conjunction with providing services or to locate Subscriber's vehicle if Subscriber is in default of this Agreement or any finance or lease Agreement. Subscriber consents to TYPE 1 SYSTEMS and/or its Authorized Reselling Agent providing Subscriber information and location to law enforcement and/or emergency services personnel or in response to a subpoena or other such legal process by local State and Federal Government within the United States and Canada.

**12. User Name and Password:** Subscriber acknowledges that he/she accepts full responsibility for the use and protection of the Subscribers TYPE 1 SYSTEMS Service User Name and Password. Subscriber may change his/her User Name and Password at any time by contacting TYPE 1 SYSTEMS and/or its Authorized Reselling Agent. However, Subscriber accepts full responsibility for all TYPE 1 SYSTEMS services provided in conjunction with the use of the TYPE 1 SYSTEMS User Name and Password by Subscriber or third parties with whom subscriber has made User Name and Password available. These charges may include the full retail value of products or services



delivered in the name of the customer, including, but not limited to, such items as roadside assistance, towing, merchandise, reservations or other items.

- 13. No Agency Created:** This Agreement does not in any way create the relationship of principal and agent, joint venture, partner, or employer and employee between TYPE 1 SYSTEMS and Subscriber and under no circumstances shall Subscriber hold itself out to be or in any way be considered an agent of TYPE 1 SYSTEMS.
- 14. Assignment:** TYPE 1 SYSTEMS may assign in whole or in part, its right or duties under this Agreement, without notice to Subscriber, and upon such assignment TYPE 1 SYSTEMS shall be released from all liability hereunder. Subscriber may assign this Agreement only upon the prior written consent of TYPE 1 SYSTEMS Subject to this restriction, this Agreement shall apply to, inure to the benefit of, and be binding upon the heirs, successors, subcontractors, and assignees of the respective parties.
- 15. Notices:** Notices to Subscriber shall be deemed given if deposited in the U.S. mail, Canada mail, or Mexico mail addressed to the Subscriber's last known address. Notice to TYPE 1 SYSTEMS shall be deemed given when received by TYPE 1 SYSTEMS.
- 16. Separability:** Should any part or portion of this Agreement be found invalid, the balance of the provisions shall remain unaffected and shall be enforceable.
- 17. Third Party Beneficiary:** Wireless Data Carriers, and TYPE 1 SYSTEMS's suppliers, its Authorized Reselling Agent and Dealers are intended to be third party beneficiaries under this Agreement.
- 18. Governing Law:** This Agreement, including all matters relating to the validity, construction, performance and enforcement thereof, shall be governed by the laws of the state of California without regard to its conflicts of laws, promises and applicable federal law, the regulations of the FCC, the laws and regulations of the state where Service is provided, and by any tariff required to be filed by TYPE 1 SYSTEMS pursuant to such state's law. This Agreement is subject to amendment, modification or termination if required by such regulations or laws.



## TYPE 1 SYSTEMS PRIVACY POLICY

**TYPE 1 SYSTEMS** is committed to protecting your privacy and respects the privacy of all visitors to any of our websites. We have created this privacy policy to define the methods we use to specifically protect personally identifiable information submitted to us via forms, email subscription requests and any other electronic method controlled by type1systems.com and its subsidiary domains. This Statement of Privacy applies to the TYPE 1 SYSTEMS Software Applications and governs data collection and usage through these sites. By using the TYPE 1 SYSTEMS websites and/or software applications, you consent to the data practices described in this statement.

**COLLECTION OF YOUR PERSONAL INFORMATION:** TYPE 1 SYSTEMS llc. Collects personally identifiable information including: your name, e-mail, address and any telephone number information collected for the operation and quality of service.

TYPE 1 SYSTEMS also collects information about your computer hardware, software and browser specific information. This information can include: your IP address, browser type, domain names, access times and referring web site addresses. This information is used by TYPE 1 SYSTEMS for the research and development to better maintain quality of service on each software application platform.

Please be aware if you directly disclose any personally identifiable information or sensitive data through TYPE 1 SYSTEMS public message boards, this information may be collected and used by others.

You may opt out of any future contact from TYPE 1 SYSTEMS at any time. You can also do the following at any time by contacting TYPE 1 SYSTEMS via the email address or phone number given on our website or on this document:

- See what data we have about you, if any.
- Change/correct any data we have about you.
- Have us delete any data we have about you.
- Express any concern you have about our use of your data.

**USE OF YOUR PERSONAL INFORMATION:** TYPE 1 SYSTEMS does not sell, rent or lease its customer lists to third parties. TYPE 1 SYSTEMS may contact you on behalf of external business partners about a particular offering that may be of interest to you. In those cases, your unique personally identifiable information (e-mail, name, address, telephone number) is not transferred to the third party. In addition, TYPE 1 SYSTEMS may share data with trusted partners to help us perform statistical analysis, send you emails, postal mail, promotions, service reminders, provide customer support, or arrange for deliveries. All such third parties are prohibited from using your personal information except to provide these services to TYPE 1 SYSTEMS and they are required to maintain the confidentiality of your information.

TYPE 1 SYSTEMS does not use or disclose sensitive personal information, such as race, religion, or political affiliations, without your explicit consent.

TYPE 1 SYSTEMS Web sites will disclose your personal information, without notice, only if required to do so by law or in the good faith belief that such action is necessary to: (a) conform to the edicts of the law or comply with legal process served on TYPE 1 SYSTEMS or the site; (b) protect and defend the rights or property of TYPE 1 SYSTEMS; and, (c) act under exigent circumstances to protect the personal safety of users of TYPE 1 SYSTEMS or the public.





**USE OF COOKIES:** Cookies are a piece of data stored on a visitor's hard drive when visiting our software applications and sites online that helps us improve your access to our site and identify repeat visitors to our site. For instance, when we use a cookie to identify you, you would not have to enter a password more than once, thereby saving time while on our site. Cookies also enable us to track and target the interests of our users to enhance the experience on our site. Usage of a cookie is in no way linked to any other use of personally identifiable information.

**SECURITY OF YOUR PERSONAL INFORMATION** TYPE 1 SYSTEMS secures your personal information from unauthorized access, use or disclosure. TYPE 1 SYSTEMS secures the personally identifiable information you provide on computer servers in a controlled, secure environment, protected from unauthorized access, use or disclosure. When personal information (such as a credit card number) is transmitted through our web sites, it is protected through the use of encryption, such as the Secure Socket Layer (SSL) protocol.

**MINORS:** TYPE 1 SYSTEMS has no intention of collecting any personally identifiable information such as name, address, telephone number, or e-mail address from individuals under the age of 18. Where appropriate, TYPE 1 SYSTEMS will specifically instruct minors not to submit such information on our website or in response to advertisements. If a minor has provided us with individually identifiable information, that child's parent or guardian should contact us at the email address or phone number listed at the bottom of this policy if they would like the information deleted from our records.

**SOCIAL MEDIA PLATFORMS:** Communication, engagement and actions taken through external social media platforms that TYPE 1 SYSTEMS and its owners participate on are custom to the terms and conditions as well as the privacy policies held with each social media platform respectively. Users are advised to use social media platforms wisely with reasonable common sense and communicate / engage upon them with due care and caution in regards to their own privacy and personal details. Neither employees at, nor owners of TYPE 1 SYSTEMS will ask for personal or sensitive information through social media platforms. We encourage users wishing to discuss sensitive details to contact TYPE 1 SYSTEMS through primary communication channels such as by telephone or email.

This website may use social sharing buttons which help share web content directly from web pages to the social media platform in question. Users are advised before using such social sharing buttons that they do so at their own discretion. Please note that the social media platform may track and save your request to share a web page respectively through your social media platform account.

**CHANGES TO THIS STATEMENT:** TYPE 1 SYSTEMS will occasionally update this Privacy Policy to reflect company and customers feedback. TYPE 1 SYSTEMS encourages you to periodically review this Statement to be informed of how TYPE 1 SYSTEMS is protecting your information.

**FEEDBACK:** Any comments, suggestions, or contributions you may have to a better the quality of service from TYPE 1 SYSTEMS and it Authorized Reselling Agents are welcome and greatly appreciated. Please submit any comments or suggestions through the contact information below. If you feel that we are not abiding by this privacy policy, you should contact us immediately via telephone at (855) 783-1911 or via email [customerservice@type1systems.com](mailto:customerservice@type1systems.com).