



IOTEK, LLC

450 S Orange Ave, 3rd Floor, Orlando, FL 32801
(855) 942-0468 • www.iotekcorp.net

IOTEKTRACK and IOTECKTRACKPRO Subscriber Agreement and Terms and Conditions of Service

1. **Definitions.** In this Agreement the following definitions apply:
 - 1.1. "we," "us," "our," "IotekTrak and IotekTrakpro" and "Iotek" mean Iotek LLC. and its affiliates;
 - 1.2. "you," "your," "customer," and "user" mean an account holder or user with us;
 - 1.3. "Device" means any device, accessory or other product we sell, lease or finance to you or that is active on your account with us;
 - 1.4. "Service" means our offers, rate plans, options, or Devices on your account with us.
 - 1.5. "Services" means our offers, plans, options, or Devices on account with us.
2. **The Subscription Agreement.** This Subscriber Agreement, including Terms and Conditions of Service ("Agreement"), is a contract under which we agree to provide and you agree to accept our Services. In addition to these Terms and Conditions of Service ("Ts&Cs"), there may be other agreements including, but not limited to, the detailed plan or other information on Services we provide or refer you to during the sales transaction and any confirmation materials we may provide you. It is important that you carefully read ALL terms of this Agreement and any other agreement you sign or accept with us which is hereby incorporated into this Agreement.
3. **Services Covered By This Agreement & Additional Terms.** This Agreement applies to our Services Plans and any other Service we offer you that references these Ts&Cs. Additional Terms and Conditions may be applicable in the event you added services beyond our Services Plans. Also, a different dispute resolution provision will likely apply for services provided by another company, although the dispute resolution provisions in this Agreement still apply to our Services. You will be provided details on any additional terms with your selection of any of our bundled Service.



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4. **Third Party Acknowledgements.**

4.1. Portions of the Service utilize or include third party software and other copyrighted material. Acknowledgements, licensing terms and disclaimers for such material are governed by the respective license holders.

4.2. Certain software libraries and other third party software included with the Service are licensed under the terms of the license holder are issued WITHOUT ANY WARRANTY, without even the implied warranty of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE.

4.3. *Electronic Logging Devices (ELD) and Hours of Service (HOS) products. All ELD and HOS products are licensed through a third party.*

4.4. *Cameras. All cameras and camera services utilize third party data and software systems.*

4.5. THE AFOREMENTIONED SERVICES IN THIS SECTION ARE PROVIDED BY IOTEK SYSTEMS ON AN "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IOTEK SYSTEMS SHALL NOT HAVE ANY LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS), HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OR DISTRIBUTION OF THE ELD AND HOS SOFTWARE OR THE EXERCISE OF ANY RIGHTS GRANTED HEREUNDER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5. **Our Policies.** Services are subject to our business policies, practices and procedures ("Policies") including. You agree to all of our Policies when you use our Services. Our Policies are subject to change at any time, with or without notice.



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6. When You Accept The Agreement.

You must have the legal capacity to accept the Agreement. You accept the Agreement when you do any of the following:

- sign a contract with us on paper or electronically;
- accept Agreement through an oral or electronic statement;
- attempt to or in any way use the Services;
- pay for the Services; or
- open any package or start any program that says you are accepting the Agreement when doing so.

If you don't want to accept the Agreement, don't do any of these things.

7. Term Commitments & Early Termination Fees.

Many of the Services (for example, rate plans and Device discounts) that we offer require you to maintain certain Services with us for a minimum term, usually 1, 2, or 3 or more years ("Service Term Commitment"). You will be charged a fee ("Service Early Termination Fee") for each Device that you terminate early (i.e., prior to satisfying the Service Term Commitment) or for each Device that we terminate early for good cause (for example, violating the payment or other terms of the Agreement) in accordance with the following Early Termination Fees.

Service Term Commitment (years)	Service Early Termination Fee (\$US)
0	N/A
1	\$250.00
2	\$350.00
3 or more years	\$450.00

7.1. If you terminate your service early and fail to pay the Early Termination Fee, it can result in your account being sent to collections. If your account is sent to collections, you will be responsible to pay all outstanding balances for each device under contract including the total service fees for any months remaining on your contract along with the Early Termination Fee.



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7.2. After you have satisfied your Term Commitment, your Services continue on a month-to-month basis without any Early Termination Fee, unless you agree to extend your Term Commitment or agree to a new Term Commitment — for example, by accepting a new rate plan or upgrading your Device. As explained directly below, there are instances when you will not be responsible for an Early Termination Fee for terminating Services early.

8. **When You Don't Have To Pay A Service Early Termination Fee.**

You are not responsible for paying an Early Termination Fee when terminating Services:

- provided on a month-to-month basis; or
- in response to a materially adverse change we make to the Agreement as described directly below.

9. **Our Right To Change The Agreement & Your Related Rights.**

We may change any part of the Agreement at any time including, but not limited to, rates, charges, how we calculate charges, or your terms of Service. We will provide you notice of changes via email no later than 14 days before the changes become effective. Except as provided below, if a change we make to the Agreement is material and has a material adverse effect on you, you may terminate each Device materially affected without incurring an Early Termination Fee only if you:

- call us before the effective date of the change as stated in email communication; and
- specifically advise us that you wish to cancel Services because of a material change to the Agreement that we have made.
- If you do not cancel Service prior to the stated effective date of the change, an Early Termination Fee will apply if you terminate Services before the end of any applicable Term Commitment. The following, without limitation, will generally not be considered changes to the Agreement as contemplated in this provision and will not result in the waiver of applicable Early Termination Fees:
 - changes to our Policies;



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- changes to rates or charges that are not a core part of the rate plan package for which you contracted — for example, incidental, occasional or casual use charges and other options that do not require a Term Commitment;
- changes to Taxes & Government Fees; or
- changes to Surcharges, including assessing new Surcharges.

10. **Our Right To Suspend Or Terminate Services.**

We can, without notice, suspend or terminate any Service at any time for any reason, including, but not limited to

- late payment;
- harassing/threatening our employees or agents;
- providing false information;
- interfering with our operations;
- using/suspicion of using Services in any manner restricted by or inconsistent with the Agreement or applicable state or federal laws;
- breaching the Agreement, including our Policies;
- providing false, inaccurate, dated or unverifiable identification or credit information, or becoming insolvent or bankrupt;
- modifying a Device from its manufacturer specifications; or
- if we believe the action protects our interests, any customer's interests or our network.

11. **Your Right To Terminate Services.**

You can terminate Services at any time by writing or calling us as provided on your invoice and requesting that we deactivate all Services. You are responsible for all charges billed or incurred prior to deactivation. If Services are terminated before the end of your invoicing cycle, we will not prorate charges to the date of termination and you will not receive a credit or refund for any unused Services. You must also pay us an Early Termination Fee as applicable for each Device that you terminate.

12. **Restrictions On Using Services.** You may not use our Services:

- to transmit content/messages that are, or in any manner that is, illegal, unlawful, fraudulent, threatening, abusive, defamatory, or obscene;
- in a way that could cause damage or adversely affect our customers, reputation, network, property or Services;



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- to communicate any unsolicited message;
- to infringe on the copyright of another, or upload or transmit any virus, worm, or malicious code; or
- in any way prohibited by the terms of our Services, the Agreement or our Policies.

13. **Your Device Number.** Your Device is designed exclusively for use on our network and in other coverage areas we make available to you. Except for any legal right you may have to port/transfer your Device number to another provider, you have no and cannot gain any (for example, through publication, use, etc.) proprietary, ownership or other rights to any Device Number we assign to you, your Device, or your account. We will notify you if we decide to change or reassign your Device Number.

14. **Warranty.** Subject to the exclusions contained below, IotekTrak and IotekTrakpro warrants its IotekTrak and IotekTrakpro device ("Device"), and/or certified accessories sold for use with the Device ("Accessories") to be free from defects in materials and workmanship under normal consumer usage for the term of coverage outlined below. This limited warranty is a consumer's exclusive remedy, and applies as follows only to new Devices and/or new Accessories purchased by consumers in the United States or Canada.

14.1. Terms. All Devices and Accessories shall be covered under this warranty in accordance with the table below. Coverage begins from the date of purchase regardless of when the Device or Accessory is actually received and continues until the end of the Coverage Term or Termination of Services, whichever comes first.

Device Type	Coverage Term
Vehicle Tracker	One (1) Year
Asset Tracker	One (1) Year

14.2. Exclusions. The following are excluded from coverage under this warranty.

- Normal Wear and Tear. Periodic maintenance, repair and replacement of parts due to normal wear and tear are excluded from coverage.
- Ornamental Decorations. Ornamental decorations such as emblems, graphics, rhinestones, jewels, gemstones and their settings, and other decorative elements, are excluded from coverage.



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- Abuse & Misuse. Defects or damage that result from improper operation, improper installation, storage, misuse or abuse, accident or neglect, such as physical damage (cracks, scratches, etc.) to the surface of the product resulting from misuse.
- Unauthorized Service or Modification. Defects or damages resulting from service, testing, adjustment, maintenance, alteration, including without limitation, software changes, or modification in any way by someone other than IotekTrak and IotekTrakpro, or its authorized service centers, are excluded from coverage.
- Altered Products. Products or Accessories with
 - serial numbers or date tags that have been removed, altered or obliterated;
 - broken seals or that show evidence of tampering;
 - mismatched board serial numbers; or
 - nonconforming or non-IotekTrak and IotekTrakpro housings, antennas, or parts, are excluded from coverage.
- Communication Services. Defects, damages, or the failure of Products, Accessories or Software due to any communication service or signal you may subscribe to or use with the Products, Accessories or Software is excluded from coverage.
- Products which are returned to IotekTrak and IotekTrakpro under an RMA which have become damaged in transit or which have become damaged due to improper packaging.
- Obsolescence due to cellular network upgrades, transitions, or sunseting of technology.

14.3. Transferability. This warranty extends only to the first consumer purchaser, and is not transferable.

14.4. Actions. IotekTrak and IotekTrakpro, at its option, will at no charge repair, replace or refund the purchase price of any Products, Accessories or Software that does not conform to this warranty. We may use functionally equivalent reconditioned/refurbished/pre-owned or new Products, Accessories or parts.

14.5. How to obtain warranty service. To obtain service, please email info@iotekcorp.net. Additionally, to obtain service, you must include:

- your account number;



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- a written description of the problem; and, most importantly;
- your address and telephone number.

14.6. Additional Limitations. THE REPAIR, REPLACEMENT, OR REFUND AS PROVIDED UNDER THIS EXPRESS LIMITED WARRANTY IS THE EXCLUSIVE REMEDY OF THE CONSUMER, AND IS PROVIDED IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OF IMPLIED. IotekTrak and IotekTrakpro EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL IotekTrak and IotekTrakpro BE LIABLE, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCT, ACCESSORY OR SOFTWARE, OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR LOSS OF REVENUE OR PROFITS, LOSS OF BUSINESS, LOSS OF INFORMATION OR DATA, SOFTWARE OR APPLICATIONS OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE ABILITY OR INABILITY TO USE THE PRODUCTS, ACCESSORIES OR SOFTWARE TO THE FULL EXTENT THESE DAMAGES MAY BE DISCLAIMED BY LAW. Some states and jurisdictions do not allow the limitation or exclusion of incidental or consequential damages, or limitation on the length of an implied warranty, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights that vary from state to state or from one jurisdiction to another. No other use, including without limitation disassembly of such IotekTrak and IotekTrakpro software or exercise of the exclusive rights reserved for IotekTrak and IotekTrakpro, is permitted.

15. **Coverage; Where Your Device Will Work.** Services that rely on location information, such as GPS, depend on your Device's ability to acquire satellite signals (typically not available indoors) and network coverage. Network coverage and satellite signals are dependent on a number of factors not within our control including weather, topographical changes, changes to and support of network cellular technologies, the functionality of various satellites, cell towers, clouds, and other factors. You understand and expressly agree to hold us harmless from any and all claims or damages that result from the Device not working, malfunctioning, or failing except as specifically provided under the limited warranty herein.



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16. **Our Service and Device Are Not Substitutes for Direct Supervision.** Our Service and Devices are not substitutes for responsible child care, adult care, or any other form of monitoring for a dependent person who may or may not need competent adult supervision, and should not be used as such. You agree to utilize all your best efforts to care for and tend to the dependents in your control. You may not utilize our service or device as a substitute for direct supervision and competent care. Our Device and Services may not function and in any situation is an ineffective substitute for adequate direct supervision and competent dependent care.
17. **Activation & Miscellaneous Charges.** Based on our Policies, we may charge activation, prepayment, reactivation, program or other fees to establish or maintain Services. Certain transactions may also be subject to a charge (for example, convenience payment, changing phone numbers, handset upgrades, etc.). You will be provided notice of these types of fees before we complete the requested transaction.
18. **Account & Service Charges; Pro-rating; Unused Services.** You are responsible for all charges associated with your account and the Services on your account, no matter who uses the Services or whether the Services were used. Charges include, but are not limited to, the monthly recurring charges, usage charges, taxes, surcharges and fees associated with your Services. These charges are described or referred to during the sales transaction, in our marketing materials, and in confirmation materials we may send to you.
19. **Your Bill.** Your bill provides you notice of your charges. It reflects monthly recurring charges (usually billed one bill cycle in advance) and usage/transaction specific charges (usually billed in the bill cycle in which they're incurred). Your bill may also include other important notices (for example, changes to this Agreement, to your Service, legal notices, etc.). Your bill will only be available via the internet. You are responsible for providing a valid email address for communication. You agree to assume all responsibility, including payment of any additional fees or limitations incurred as a result of your email malfunctioning or not receiving our communication.
20. **Your Payments; Late Fees; Overages.** Payment is due in full as stated on your bill. If we do not receive payment in full by the date specified on your bill, a late payment charge, which may be charged at the highest rate permissible by law, may be applied to the total unpaid balance. We may also charge you any costs,



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including attorney's fees, we pay to a collection agency to collect unpaid balances from you. You may be charged additional fees for certain methods of payment. We may charge you, up to the highest amount permitted by law, for returned checks or other payments paid by you and denied for any reason by a financial institution. Acceptance of payments (even if marked "paid in full") does not waive our right to collect all amounts that you owe us. We may restrict your payment methods to cashier's check, money order, or any other reasonable method at any time at our sole discretion.

21. **Taxes & Government Fees.** You agree to pay all federal, state and local taxes, fees and other assessments that we're required by law to collect on the Services we provide you and remit to the government. These charges may change from time to time without advance notice. If you are claiming any tax exemption, you must provide us with a valid exemption certificate. Tax exemptions generally won't be applied retroactively.
22. **Disputing Charges - You Must Still Pay Undisputed Charges.** Any dispute to a charge on your bill must be made within 60 days of the date of the bill that initially contained the charge. Disputes can only be made by calling or writing us as directed on your invoice or elsewhere. IotekTrak and IotekTrakpro will work with you to resolve disputed charges. IotekTrak and IotekTrakpro may, at its sole discretion, adjust such disputed charges. You are responsible for payment of disputed charges that are judged to be resolved by IotekTrak and IotekTrakpro, regardless of whether any adjustment is granted. You accept all charges not properly disputed within the above time period — undisputed charges must still be paid as stated on your bill.
23. **Payment Policy.** You agree to make payments on or before the day of the purchase of each month in the amount set forth in your Agreement plus additional taxes, fees, or surcharges as provided for in this Agreement. You are required to maintain valid credit card information on file for the processing of any applicable service fees. You hereby authorize us or our assigns or agents to charge your credit card a monthly reoccurring fee for the pendency of your contract in the full amount of the bill owing. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not edit your Payment Method information or cancel your account in a timely manner (see, Section 10), you remain responsible for any uncollected amounts and authorize us to continue billing the Payment Method, as it may be updated. You may edit your Payment Method



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information and view payments made by visiting your website, signing in, clicking "My Account", and then selecting Profile. Once you make the appropriate changes, click "Save". At our sole discretion, IotekTrak and IotekTrakpro may use credit card issuer-approved services, such as Chase Account Updater, to acquire updated payment information for the purpose of processing outstanding payments that are on your account. You may also view Payments Made by selecting "Invoices" in the "My Accounts" section.

24. **Assignment.** IotekTrak and IotekTrakpro may assign the rights to this contract to third parties at our sole discretion without input or consent from you.

25. **International Usage.** Your Device may be set to operate both domestically and may also operate internationally. However, you will be charged additional fees if the Device is in another country other than the United States and is utilized. The rate on these fees shall be the actual cost of international roaming charges plus a 40% administration fee. These rates will be charged for any month in which there is any international usage, no matter if the usage was less than an actual month.

26. **Protecting Our Network & Service.** We can take any action to:
 - protect our network, our rights and interests, or the rights of others; or
 - optimize or improve the overall use of our network and Services. Some of these actions may interrupt or prevent legitimate communications.

27. **Your Privacy and Data.** You agree to the terms of our Privacy Policy, available at our website, when you use our Services. This policy may change from time to time, so review this policy with regularity and care. Among other things, the policy includes important information on what information we collect about you, how we use that information, and with whom we share that information (for example, to provide you certain Services, to protect our rights and interests, to respond to legal process, to facilitate a merger, etc.). Also, to ensure the quality of our Services and for other lawful purposes, we may also monitor or record calls between us (for example, your conversations with our customer service or sales departments). If you do not agree with the terms of our Privacy Policy, do not purchase or use our Services. Iotek shall disclose information and data pursuant to the requirements of law, regulation, or court order, provided that the receiving party will promptly inform the providing party of any such requirement and cooperate with any attempt to procure a protective order or similar treatment.



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27.1. Customer Data Representation and Warranty. Customer represents and warrant that: (i) Customer will obtain all rights and provide any disclosures to or obtain any consents from any employee or third party that are necessary for IOTEK to collect, use, and share customer data in accordance with these Terms and (ii) no customer data infringes upon or violates any other party's intellectual property rights, privacy, publicity or other proprietary rights. YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS IOTEK AGAINST ANY LIABILITIES, DAMAGES, DEMANDS, LOSSES, CLAIMS, COSTS, FEES (INCLUDING LEGAL FEES), AND EXPENSES IN CONNECTION WITH ANY THIRD-PARTY LEGAL PROCEEDING TO THE EXTENT ARISING FROM CUSTOMER'S BREACH OF THIS PROVISION.

28. **Location Based Services.**

Our network generally knows the location of your Device when it is outdoors and turned on. Environmental factors (such as structures, buildings, weather, geography, landscape, and topography) can significantly impact the ability to access your Device's location information and use of location-sensitive services. Use of location-sensitive services require network coverage. You (the account holder) are responsible for clearly and regularly notifying the actual user of your Device that their location may be tracked or discovered. For additional information on location-sensitive services, see our Privacy Policy at our website.

29. **Mileage and Fuel Tax Reporting.** Changes to the International Fuel Tax Agreement (IFTA) fuel and mileage tax and IRP reporting may require vehicle odometer readings in some or all jurisdictions. If you subscribe to the IOTEKTrak and IOTEKTrakpro IFTA reporting package and your device does not automatically report odometer readings, you will need to manually enter your odometer reading at the beginning and end of each month or quarter after you have verified all the trip data has been entered for the specific date range. The odometer reading should be recorded before the start of your first trip and after the end of your last trip and entered in the Trip Report on your web portal.

30. **If Your Device Is Lost or Stolen.** Call us immediately if your Device is lost or stolen because you may be responsible for usage charges before you notify us of the alleged loss or theft. You agree to cooperate if we choose to investigate the matter (provide facts, sworn statements, etc.). You will be responsible for any Early Termination Fees if you choose to terminate Services as a result of loss or theft of your Device.



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31. **Disclaimer of Warranties.** WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING (TO THE EXTENT ALLOWED BY LAW) ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE CONCERNING YOUR SERVICES (INCLUDING YOUR DEVICE). WE DO NOT PROMISE UNINTERRUPTED OR ERROR-FREE SERVICES AND DO NOT AUTHORIZE ANYONE TO MAKE WARRANTIES ON OUR BEHALF.
32. **You Agree We Are Not Responsible For Certain Problems.** You agree that neither we nor our vendors, suppliers or licensors are responsible for any damages resulting from:
- anything done or not done by someone else;
 - providing or failing to provide Services, including, but not limited to, deficiencies or problems with a Device or network coverage (for example, dropped, blocked, interrupted messages, etc.);
 - traffic or other accidents, or any health-related claims relating to our Services;
 - false messages sent while using our Services;
 - an interruption or failure in accessing or attempting to access emergency services from a Device;
 - interrupted, failed, or inaccurate location information services; or
 - things beyond our control, including acts of God (for example, weather-related phenomena, fire, earthquake, hurricane, etc.), riot, strike, war, terrorism or government orders or acts.
 - unauthorized access to your Personal Information or Vehicle by hackers or others who have obtained such access through illegal measures.
33. YOU AGREE OUR LIABILITY IS LIMITED — NO CONSEQUENTIAL DAMAGES. TO THE EXTENT ALLOWED BY LAW, OUR LIABILITY FOR MONETARY DAMAGES FOR ANY CLAIMS YOU MAY HAVE AGAINST US IS LIMITED TO NO MORE THAN THE PROPORTIONATE AMOUNT OF THE SERVICE CHARGES ATTRIBUTABLE TO THE AFFECTED PERIOD. UNDER NO CIRCUMSTANCES ARE WE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATED TO PROVIDING OR FAILING TO PROVIDE SERVICES IN CONNECTION WITH A DEVICE, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF BUSINESS, BODILY HARM, DEATH, EMOTIONAL DISTRESS, OR COST OF REPLACEMENT PRODUCTS AND SERVICES.



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34. **DISPUTE RESOLUTION.** We each agree to first contact each other with any disputes and provide a written description of the problem, all relevant documents/information and the proposed resolution. You agree to contact us with disputes by calling or writing us as instructed on your invoice. We will contact you by letter to your billing address or on your Device. Instead of suing in court, we each agree to finally settle all disputes (as defined and subject to any specific exceptions below) only by arbitration. In arbitration, there's no judge or jury and review is limited. However, just as a court would, the arbitrator must honor the terms and limitations in the Agreement and can award the same damages and relief, including any attorney's fees authorized by law. The arbitrator's decision and award is final and binding, with some exceptions under the Federal Arbitration Act ("FAA"), and judgment on the award may be entered in any court with jurisdiction. We each also agree as follows:

34.1. "Disputes" are any claims or controversies against each other related in any way to our Services or the Agreement including, but not limited to, coverage, Devices, privacy, or advertising, even if it arises after Services have terminated — this includes claims you bring against our employees, agents, affiliates or other representatives, or that we bring against you.

34.2. If either of us wants to arbitrate a dispute, we agree to send written notice to the other providing a description of the dispute, previous efforts to resolve the dispute, all supporting documents/information, and the proposed resolution. Notice to you will be sent to your address provided to us when you sign up for our service, and notice to us will be sent to: 450 S Orange Ave., 3rd Floor, Orlando, Florida 32801. We agree to make attempts to resolve the dispute. If we cannot resolve the dispute within forty-five (45) days of receipt of the notice to arbitrate, then we may submit the dispute to formal arbitration.

34.3. The FAA applies to this Agreement and arbitration provision. We each agree the FAA's provisions, not state law, govern all questions of whether a dispute is subject to arbitration.

34.4. Unless we each agree otherwise, the Arbitration will be conducted by a single neutral arbitrator and will take place in Orlando, Florida. The federal or state law that applies to the Agreement will also apply during the arbitration.



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34.5. We each agree not to pursue arbitration on a class-wide basis. We each agree that any arbitration will be solely between you and us and not brought on behalf of or together with another individual's claim. If for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then our agreement to arbitrate doesn't apply and the dispute must be brought in court.

34.6. We each are responsible for our respective costs relating to counsel, experts, and witnesses, as well as any other costs relating to the arbitration.

35. **Exceptions To Our Agreement To Arbitrate Disputes.** Either of us may bring qualifying claims in small claims court in Orlando, Florida. In addition, this arbitration provision does not prevent you from filing your dispute with any federal, state or local government agency that can, if the law allows, seek relief against us on your behalf.

36. **No Class Actions.** TO THE EXTENT ALLOWED BY LAW, WE EACH WAIVE ANY RIGHT TO PURSUE DISPUTES ON A CLASSWIDE BASIS; THAT IS, TO EITHER JOIN A CLAIM WITH THE CLAIM OF ANY OTHER PERSON OR ENTITY, OR ASSERT A CLAIM IN A REPRESENTATIVE CAPACITY ON BEHALF OF ANYONE ELSE IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING.

37. **No Trial By Jury.** TO THE EXTENT ALLOWED BY LAW, WE EACH WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING.

38. **Indemnification.** You agree to indemnify, defend and hold us harmless from any claims arising out of your actions including, but not limited to, failing to provide appropriate notices regarding location-sensitive services (see "Location Based Services" paragraph), or violating this Agreement, any applicable law or regulation or the rights of any third party.

39. **Providing Notice To Each Other Under The Agreement.** Except as the Agreement specifically provides otherwise, you must provide us notice by calling or writing us as instructed on your invoice. We will provide you notice in your bill, correspondence to your last known billing address, to any fax number or e-mail address you've provided us, by calling you on the provided phone number, by voice message on provided phone number.

40. **Other Important Terms.** Subject to federal law or unless the Agreement specifically provides otherwise, this Agreement is governed solely by the laws of the



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state of Missouri, without regard to the conflicts of law rules of that state. If either of us waives or does not enforce a requirement under this Agreement in an instance, we do not waive our right to later enforce that requirement. Except as the Agreement specifically provides otherwise, if any part of the Agreement is held invalid or unenforceable, the rest of this Agreement remains in full force and effect. This Agreement is not for the benefit of any third party except our corporate parents, affiliates, subsidiaries, agents, and predecessors and successors in interest. You may not assign the Agreement or any of your rights or duties under it. We may assign the Agreement. The Agreement and the documents it incorporates make up the entire agreement between us and replaces all prior written or spoken agreements — you cannot rely on any contradictory documents or statements by sales or service representatives. The rights, obligations and commitments in the Agreement that, by their nature, would logically continue beyond the termination of Services (including, but not limited to, those relating to billing, payment, dispute resolution, no class action, no jury trial), survive termination of Services.