

GPS to GO Inc. Customer Service Agreement- Product Representations  
BY ACTIVATING GPS TO GO INC. SERVICES AND/OR USING THE GPS TO GO  
INC.PRODUCTS, YOU ACKNOWLEDGE YOUR INTENTION TO BE BOUND BY THIS  
CUSTOMER SERVICE AGREEMENT WHICH ALSO INCORPORATES BY  
REFERENCE THE RATE AND PRICE PLANS PROVIDED TO YOU OR MADE  
AVAILABLE TO YOU AT THE TIME OF PURCHASE OR TO BE PROVIDED TO YOU  
VIA THE [www.GPStoGO.ca](http://www.GPStoGO.ca) WEB SITE (THE "AGREEMENT").

In this Agreement, "GPS to GO Inc.", "we", "us" or "our" refers to GPS to GO Inc. and any assignee of this Agreement. GPS to GO Inc. will provide to the person bound by this Agreement certain wireless services ("Services") to be used in connection with the proprietary GPS to GO Inc. products ("Products") that you have recently purchased from us or through an authorized dealer, and you agree to purchase such Services and use the Products in accordance with the following terms and conditions.

**INFORMATION** You acknowledge and agree that the information, hardware & data made available by the Services are intended as an aid, or additional tool to assist in the location of people & or property. You further acknowledge and agree that these devices are not perfect nor does or has GPS to GO warranted the hardware & web data services to be perfect in any way & that any other indications however obtained from GPS to GO or its agents or sub-dealers whether web, email, oral or printed for are superseded by this agreement.

The transmission of data and notification by cellular network, telephone, page, e-mail and/or web site access may not be timely or error-free; and network statistics indicate that a number of such transmissions and notifications may result in dropped calls or missing GPS data locations that will not be completed. You bear the sole responsibility of taking or arranging remedial actions for the protection and maintenance of your vehicle, vessel, people, family members or property.

**INSURANCE** You acknowledge and agree that GPS to GO Inc. is not an insurer and the monthly charges hereunder are for the provision of data for your use only and are not in the nature of an insurance premium. You bear the responsibility of obtaining insurance against risk, including such risk as the Products are designed to detect, to cover personal injury, property loss or other damage. Notwithstanding any statute or rule of law to the contrary, GPS to GO Inc. will not be liable to you, or to any party claiming under you, in any way for any claim, loss, damage or expense, including without limitation any claim, loss or expense relating to personal injury, or losses of any kind, suffered by you or any other party.

**FEES AND PAYMENT** By selecting GPS to GO Inc.'s Services you have agreed to establish an account with us for such Services. When you use your account or permit someone else to use your account to purchase or otherwise acquire access to additional GPS to GO Inc. Services or to modify or cancel your GPS to GO Inc. Service(s), this Agreement covers any such Service or actions. As consideration for the Services you have selected, you agree that payment in full of the next period's

charges and the prior period's usage charges, plus applicable taxes for such services, as set forth on our Web site, shall be made each billing period by pre-authorized credit card payment. Such fees are due immediately and are non-refundable. You agree to provide accurate, valid credit card information and authorization for such payment throughout the term of this Agreement. You authorize us to make inquiries into your credit history at any time in our sole discretion and to record the results of those credit inquiries on your account file at GPS to GO Inc..

**TERM** This Agreement is for the initial term of one month and shall automatically renew for successive monthly terms, provided that either party may terminate this agreement at the end of any month after the initial term by giving at least one (1) month prior written notice.

**YOUR ACCOUNT** As further consideration for the GPS to GO Inc. Services, you agree to provide certain current, complete and accurate information about you as required by the application process; and to maintain and update this information as required to keep it current, complete and accurate. Our privacy statement, located on our [www.GPS to GO Inc.wireless.net](http://www.GPS to GO Inc.wireless.net) Web site and incorporated herein by reference sets forth your and our rights and responsibilities with regard to your personal information. You agree that we, in our sole discretion, may modify our privacy statement. We will post such revised statement on our Web site at least thirty (30) calendar days prior to its effective date. You agree that, by using our services after modifications to the privacy statement become effective, you have agreed to these modifications. You acknowledge that if you do not agree to any such modification, you may terminate this Agreement. You warrant and represent that you have provided notice to, and obtained consent from, any third party individuals whose personal data you supply to us as part of our services with regard to: (i) the purposes for which such third party's personal data has been collected; (ii) the intended recipients or categories of recipients of the third party's personal data; and (iii) how the third party can access and, if necessary, rectify the data held about them. You further agree to provide such notice and obtain such consent with regard to any third party personal data that you supply to us in the future. We are not responsible for any consequences resulting from your failure to provide notice or receive consent from such individuals nor for your providing outdated, incomplete or inaccurate information.

In order to change any of your account information with us, you must use your Account Username and Password or such other security authentication option assigned or selected during our on-line application process. Please safeguard your Account Username and Password and such other security authentication information from any unauthorized use. In no event will we be liable for the unauthorized use or misuse of your Account Username and Password and such other security authentication information.

You may not assign or transfer the Services without our written consent. If you do, we may deactivate your Services. You agree to notify us within five (5) days of selling, giving away or otherwise transferring your GPS to GO Inc. Product(s) to anyone else.

You are considered to be the registered owner of your GPS to GO Inc.Product(s) and recipient of the Services until we receive such notice, and you may be liable for any charges and fees incurred by the use of your Product(s) by anyone else up to the time that we receive your notice.

**MODIFICATIONS TO AGREEMENT** Except as otherwise provided in this Agreement, you agree, during the term of this Agreement, that we may: (i) revise the terms and conditions of this Agreement; and/or (ii) change part of the Services provided under this Agreement at any time. Any such revision or change will be binding and effective immediately upon posting of the revised Agreement or change to the services on GPS to GO Inc.'s Web site. You agree to periodically review our Web site, including the current version of this Agreement available on our Web site, to be aware of any such revisions. If you do not agree with any revision to the Agreement, you may terminate this Agreement at any time by providing us with notice and such termination will be effective on receipt and processing by us. By continuing to use GPS to GO Inc.services after any revision to this Agreement or change in Services, you agree to abide by and be bound by any such revisions or changes. We are not bound by nor should you rely on any representation by (i) any agent, representative or employee of any third party that you may use to apply for our services; or in (ii) information posted on our Web site of a general informational nature. No employee, contractor, agent or representative of GPS to GO Inc.is authorized to alter or amend the terms and conditions of this Agreement.

**INSTALLATION** You agree: (i) to obtain any licenses, permits or other authorizations required to install and operate the Products; and (ii) that the Products will be installed by a qualified installer.

**REPRESENTATIONS AND WARRANTIES** You agree and warrant that the information that you provide to us during the application process or to apply for other GPS to GO Inc.Services is, to the best of your knowledge and belief, complete and accurate and that any future changes to this information will be provided to us in a timely manner according to the modification procedures in place at that time. You agree that your use of our Services is solely at your own risk.

**One Year Limited Hardware Warranty** GPS to GO Inc.warrants to the original retail purchaser, that if a Product is found to be defective in material or workmanship, within one (1) year from the date of purchase, GPS to GO Inc.shall, at its sole and absolute discretion, repair or replace it with a new or reconditioned Product of the same or more recent model in exchange for the defective Product. GPS to GO Inc.shall not be responsible for your information or memory data contained in, stored in or integrated with any Product returned for repair, whether under warranty or not. This limited warranty applies only if proof of purchase is presented at the time a claim is made. This limited warranty does not cover and is void with respect to: (i) physical damage to the surface of the Product, including cracks or scratches on the LCD; (ii) cosmetic damage; (iii) any Product which has been improperly installed, repaired or modified; (iv) any Product which has been subjected to misuse (including any Product used in

conjunction with hardware electrically or mechanically incompatible), abuse, physical damage, abnormal operation, incorrect line voltage, improper handling, neglect, lightning, electrical surges, exposure to excessive moisture or dampness or extreme changes in climate or temperature; (v) any Product operated outside published maximum ratings; (vi) any Product damage due to accident, fire, flood and/or other acts of God, improper commercial use or damage that occurs in shipping; (vii) any Product on which factory-installed Product access numbers or serial numbers have been removed, altered or rendered illegible; (viii) consumables (such as batteries). Transportation to and from the authorized service center is the customer's responsibility. Customer adjustments which are explained in the User Manual are not covered under the terms of warranty.

The replacement of the Product specified herein shall be the sole and exclusive remedy to which GPS to GO Inc. is obligated and to which the original retail purchaser is entitled. Notwithstanding the generality of the foregoing, GPS to GO Inc. shall not be liable for reimbursement of the original purchase price, loss of use of any vehicle or vessel, loss of time, inconvenience, installation charges, towing charges, and any other special, incidental, consequential or punitive damages.

**Warranty Exclusion** EXCEPT AS PROVIDED HEREIN, NO OTHER WARRANTIES SHALL APPLY, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE MAKE NO WARRANTY OR REPRESENTATION THAT OUR PRODUCTS AND/OR SERVICES WILL MEET YOUR REQUIREMENTS, OR WILL WORK IN COMBINATION WITH ANY HARDWARE, SOFTWARE OR SERVICES PROVIDED BY THIRD PARTIES, OR THAT THE PRODUCTS AND/OR SERVICES WILL BE UNINTERRUPTED, TIMELY OR ERROR FREE; NOR DO WE MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED THROUGH THE USE OF OUR PRODUCTS OR SERVICES OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH OUR WEB SITE OR NOTIFICATION SYSTEM. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF OUR WEB SITE OR NOTIFICATION SYSTEM IS DONE AT YOUR OWN DISCRETION AND RISK, AND THAT ANY REMEDIAL ACTION IS SOLELY YOUR RESPONSIBILITY.

TO THE EXTENT THAT JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

#### **LIABILITY OF PARTIES**

**Limitation and exclusion** YOU AGREE THAT OUR ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO ANY GPS TO GO INC. PRODUCTS AND/OR SERVICES PROVIDED UNDER THIS AGREEMENT OR FOR ANY BREACH OF THIS AGREEMENT IS SOLELY LIMITED TO REPAIR OR REPLACEMENT OF SUCH DEFECTIVE PRODUCTS; AND TO THE AMOUNT YOU PAID TO US FOR SUCH SERVICES IN THE YEAR IN WHICH SUCH LIABILITY AROSE. YOU ASSUME ALL RISK AND ACCEPT ALL LIABILITY ASSOCIATED WITH THE USE OF THE

PRODUCTS AND SERVICES. GPS TO GO INC. SPECIFICALLY DISCLAIMS LIABILITY FOR ANY AND ALL DIRECT, INDIRECT, SPECIAL, GENERAL, PUNITIVE, EXEMPLARY, AGGRAVATED, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGES, EVEN IF WE HAVE PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF THE SAME, WHETHER FORESEEABLE OR UNFORESEEABLE OF ANY KIND WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOSS OF OR DAMAGE TO PROPERTY OR TO DATA, LOSS OF PROFITS OR ANTICIPATED PROFITS ARISING OUT OF THE USE OF OR INABILITY TO USE ANY PRODUCT OR SERVICE, THE RECEIPT OR FAILURE TO RECEIVE DATA, NOTIFICATION OR FAILURE OF NOTIFICATION, OR INDEMNITY IN RESPECT OF ANY CLAIM RELATED TO A PRODUCT OR SERVICE, LOSS OF CONTRACT, OR LOSS OF OTHER ECONOMIC ADVANTAGE, INCURRED BY YOU OR ANY THIRD PARTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY COLLATERAL CONTRACT.

Carrier Liability Exclusion. You acknowledge that the Service provided by GPS to GO Inc. hereunder is based upon GSM cellular service furnished to GPS to GO Inc. by one or more participating carriers ("Participating Carriers") pursuant to agreements with such Participating Carriers and is subject to the terms, conditions and limitations therein set forth. YOU FURTHER ACKNOWLEDGE THAT GPS TO GO INC. AND PARTICIPATING CARRIERS DISCLAIM ALL LIABILITY OF ANY NATURE TO YOU, WHETHER DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL, ARISING OUT OF YOUR USE OF GSM CELLULAR SERVICE, AND YOU AGREE THAT YOU SHALL HAVE NO CLAIMS AGAINST GPS TO GO INC. OR PARTICIPATING CARRIERS OF ANY KIND WITH RESPECT THERETO.

INDEMNITIES You agree to defend, indemnify and hold GPS to GO Inc. and each Participating Carrier harmless from and against any damages, liabilities, claims, costs and expenses (including reasonable attorneys' fees) to the extent arising out of or resulting from your negligence or willful misconduct. If, within thirty (30) days after notice, you fail to accept defense, the party seeking indemnification shall have the right, but not the obligation, to undertake the defense of, and to compromise or settle any claims on your behalf, for your account, and at your risk. You also agree to defend, at your own expense, any suit or proceeding against GPS to GO Inc. or any Participating Carrier for the infringement of any patent or copyright by any services, systems, products or parts deployed by you or on your behalf in combination with or connection with any product or service provided by GPS to GO Inc. or any Participating Carrier, where such GPS to GO Inc. or Participating Carrier product or service would not be infringing without such combination and/or connection; and you agree to pay all damages and costs finally awarded against GPS to GO Inc. or any Participating Carrier because of the infringement.

TERMINATION FOR BREACH GPS to GO Inc. may terminate this Agreement upon not less than thirty (30) days prior written notice in the event of any breach of this Agreement by you, including the failure to pay charges when due, your willful provision of inaccurate or unreliable information as part of the application process, or your failure

to update your information to keep it current, complete or accurate. Any such breach by you shall not be deemed to be excused simply because we did not act earlier in response to that, or any other breach, by you.

**SEVERABILITY** You agree that the terms of this Agreement are severable. If any term or provision is declared invalid or unenforceable, that term or provision will be construed consistent with applicable law as nearly as possible to reflect the original intentions of the parties, and the remaining terms and provisions will remain in full force and effect.

**ENTIRETY** You agree that this Agreement, the rules and policies published by us and the privacy statement are the complete and exclusive agreement between you and us regarding our services. This Agreement supersedes all prior agreements and understandings, whether established by practice, policy or precedent.

**GOVERNING LAW** You agree that this Agreement and any disputes hereunder shall be governed in all respects by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable thereto.

**AGREEMENT TO BE BOUND** By applying for GPS to GO Inc. Services through our online application process or by using the Services provided by GPS to GO Inc. under this Agreement, you acknowledge that you have read and agreed to be bound by all terms and conditions of this Agreement and any pertinent rules and policies that are or may be published by GPS to GO Inc.

**LANGUAGE** Les parties ont demandé que la présente Convention, ainsi que tous les documents qui s'y rattachent soient rédigés en anglais. The parties have requested that this Agreement and all documents relating thereto be drawn up in English.

GPS to GO Inc. Customer Service Agreement tm7.2