

# MOGO TRACKING SERVICES TERM & CONDITIONS

This agreement for tracking services ("Agreement" is made between MOGO and the user of the Tracking Service ("Customer") The Tracking Services ("Services") provide vehicle location and tracking from the Internet via the MOGO server and associated software ("MOGO"). The services include a secure logon for accessing and tracking vehicles equipped with a Tracking device ("Device") designed to send GPS positions and event notifications ("Locates") to MOGO. All agreements are for one year.

**Service Plans** - MOGO has a standard tracking package for installed units and a choice of subscription packages for portable units. Packages are billed annually or monthly on the credit card provided at the time of activation. Packages terminate one year following the date of purchase or last renewable date, whichever is later, and unless specified in writing 30 days prior to MOGO, the package chosen will automatically renew under the previous agreement for a term of one year billable by month. If the customer so chooses, this package billing can be turned into an annual billing by contacting MOGO requesting an annual bill and providing a credit card for payment

**Subscription Rate** - The customer will pay to the Selling Dealer ("Dealer"), or directly to MOGO, The associated Annual or Monthly Subscription Rate ("Rate") for the chosen Package as defined above plus any applicable Activation Fee. All fees are non-refundable, excepting that the Customer may terminate Service on any Device provided that i) the Service is not provided for more than 5 consecutive days, and ii) Customer notifies MOGO in writing within fifteen (15) days of acquiring Service and receive a pro-rated refund for The unused rate.

**Unlawful Use** - Customer agrees not to use the Services or Devices for any unlawful or abusive purpose or in any way that interferes with MOGO or the Devices. Customer will comply with all laws while using the Services or Devices and will not transmit any communication that would violate any federal, state, or local law, court or regulation. Resale of the Services or Devices is prohibited, except by authorized Dealers. By using the services and/or Devices, customer agrees to abide by the terms and conditions of any software license agreements applicable to any software associated with the Services or Devices.

**Unauthorized Usage** - Customer may not program or alter any of the Devices other than the normal programmable parameters of the Device. If any Device is stolen or Services used fraudulently, Customer must notify MOGO immediately and provide MOGO with such information and documentation as MOGO may request (including, without limitation, police reports, and affidavits). MOGO has the right to interrupt Services or restrict service to any Device, without notice to the Customer, if Customer is using the Device in a fraudulent or unlawful manner.

**Installation** - Selling Dealer is responsible for the proper installation and operation of Device per installation instructions provided by MOGO. MOGO shall only assume responsibility for the installation of those Devices installed through the "MOGO Install Network".

**Account Information** - it is Customer's responsibility to maintain current and accurate account information on the MOGO system and to exercise diligence in protecting Customer's logon and passwords.

**Changes** - MOGO may amend the terms of this Agreement upon written notice to Customer. If customer does not agree to the amendment Customer may terminate this Agreement by providing written notice to MOGO within fifteen (15) days of the date the notice was mailed by MOGO via certified US mail. If Customer does not agree with the amendment but wants to continue Services, MOGO will continue to provide Services for the term of the original Agreement provided Customer mails written notice to MOGO within fifteen (15) days of the date the amendment was mailed by MOGO. If Customer continues to use the Services more than fifteen (15) days after MOGO mails notice of an amendment, Customer will be deemed to have agreed to that amendment.

**Limitation of Liability** - MOGO is not responsible for acts or omissions of any other service provider, for information provided through the equipment, for equipment failure or modification, for system failure or modification or for causes beyond the control of MOGO, MOGO is not liable for (i) service outages; (ii) incidental or consequential damages such as lost profits; (iii) economic loss or injuries to persons or property arising from the Customer's use of the Services, the Devices or any other equipment used in connection with the Devices unless caused by the sole and/or gross negligence of MOGO; (iv) the installation or repair of the Devices; or (v) for any act associated with the proper exercise by MOGO of rights under the privacy and/or unauthorized usage provisions of this agreement.

**Indemnification** - Customer agrees to defend, indemnify, and hold MOGO and its affiliates harmless from claims or damages relating to (i) Customer's breach of this Agreement or the Customer's statements made in this Agreement and (ii) the use of the Devices or Services unless due to sole and/or gross negligence by MOGO or its affiliates. Customer agrees to pay reasonable attorney's fees and all applicable costs incurred by MOGO in enforcing this Agreement. This paragraph shall survive the termination of this Agreement.

**Limitation of Action** - Except for actions arising in connection with indemnification (above), neither MOGO nor Customer may bring legal action with respect to this Agreement more than one year after the legal action accrues.

**Warranties** - MOGO makes no express warranties regarding the Services and disclaims any and all implied warranties, including, without limitation, any warranties of merchantability or fitness for a particular purpose. MOGO does not authorize anyone to make any warranties on its behalf beyond the expressed three year replacement warranty or extended lifetime warranty.

**Assignment** - MOGO may assign all or part of the rights or duties of MOGO under this agreement without such assignment being considered a change to the Agreement and may provide notice to Customer. As a result of any such assignment. MOGO shall be released from all liability with respect to such rights or duties, or portions thereof. Customer may not assign this Agreement without prior written consent of MOGO, which shall not be reasonably withheld.

**Governing Law** - This Agreement is subject to applicable federal laws and the laws of the State of Texas.

**Entire Agreement** - This is the entire Agreement between MOGO and Customer and supersedes any oral or written promises made to the Customer. This Agreement may only be amended as described herein. If the terms of this Agreement conflict with or are inconsistent with the terms of any purchase order or document provided by the Customer, the terms of this Agreement shall control. If any part of this Agreement is found unenforceable or invalid, the balance of this Agreement shall remain intact.