

**GPS Vehicle Tracking  
Activation Agreement / Payment Authorization**

**Costs for Real-time Tracking: USA and CANADA ONLY**

Choose One	Plan	Monthly Fee	Activation Fee	# of Months to Charge
	5 Minute Update 1 Year Commitment	\$29.99 per month	\$39.99	12
	2 Minute Update 1 Year Commitment	\$39.99 per month	\$29.99	12
	1 Minute Update 1 Year Commitment	\$49.99 per month	\$19.99	12
	4 Second Unlimited 1 Year Commitment	\$79.99 per month	\$19.99	12
<small>1 year commitment plans are charged for the FULL 12 Months upfront After the 1<sup>st</sup> year you will be charged monthly until you cancel your service.</small>				
	5 Minute Update No Contract	\$49.99 per month	\$59.99	
	2 Minute Update No Contract	\$59.99 per month	\$49.99	
	1 Minute Update No Contract	\$69.99 per month	\$39.99	
	4 Second Unlimited No Contract	\$99.99 per month	\$29.99	
<small>You will be charged monthly until you cancel your service.</small>				

**Costs for Real-time Tracking INTERNATIONAL WORLDWIDE  
(You must provide you own SIM Card if Outside the USA/CANADA)**

Choose One	Plan	Monthly Fee	Activation Fee	# of Months to Charge
	Unlimited Updates No Contract	\$15.00 per month	None	
<small>You will be charged monthly until you cancel your service.</small>				

**PLEASE CHECK THE BOX OF THE SERVICE THAT YOU WOULD LIKE TO SUBSCRIBE TO  
PLEASE FILL IN ALL AREAS SHADED IN YELLOW**

Customer is subject to and governed by the Terms and Conditions attached hereto and incorporated herein by this reference. Please read the terms and conditions before signing this agreement. By signing below you are accepting the terms of the agreement including the terms and conditions incorporated herein. Acceptance of this order by GPSTN (Company) is subject to credit approval.

**Terms and Conditions are received and accepted. (Signature)** \_\_\_\_\_

**Payment Authorization**

I authorize the Company to charge my credit card, for tracking service based on the level, term & pricing that I have selected above.

Business Name: \_\_\_\_\_ Name of Cardholder: \_\_\_\_\_  
How it appears on your credit card

Credit Card Billing Address: \_\_\_\_\_ Card Type: \_\_\_\_\_  
MasterCard/Visa/AMEX/Discover  
\_\_\_\_\_  
As it appears on your credit card statement – We do not mail any invoices, statements, or literature to this address.

Credit Card Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_ CWV: \_\_\_\_\_  
Month/Year Last 3 Numbers on signature stripe Front 4 Numbers for Amer Express

Signature: \_\_\_\_\_ Email Address: \_\_\_\_\_  
Invoices are emailed to this email address

Time Zone \_\_\_\_\_ Account Contact \_\_\_\_\_ Phone \_\_\_\_\_ Alternate Phone \_\_\_\_\_

Requested Login \_\_\_\_\_ Requested Password \_\_\_\_\_  
6 to 8 letters and or numbers - lower case only 6 to 8 letters and or numbers - lower case only

IMEI Number: Unit #1 \_\_\_\_\_ Unit #2 \_\_\_\_\_  
Found under the battery cap – white strip)

SIM Number Unit #1 \_\_\_\_\_ Unit #2 \_\_\_\_\_  
Found under the battery cap – blue card)

Phone Number Unit #1 \_\_\_\_\_ Unit #2 \_\_\_\_\_  
Found on the plastic baggie in box

TO ACTIVATE YOUR SERVICE, FAX THIS FORM BACK TO **734-827-2651**. OR, YOU CAN MAIL THIS FORM BACK TO: ACTIVATIONS 6301 EARHART ROAD ANN ARBOR MI 48105. WE WILL EMAIL YOU A CONFIRMATION THAT YOUR ACCOUNT HAS BEEN ACTIVATED.

## TERMS AND CONDITIONS

Thank you for using GPSTN, herein referred to as Company, for your GPS tracking service. By using activating this service or logging in to our tracking website you agree to the terms and conditions set forth herein.

This Agreement for tracking services ("Agreement") is made between Company (Company) and the user of the Tracking Service (Customer). The Tracking Services ("Services") provide vehicle location and tracking from the Internet via the website www.gpstn.com. 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 Company .

**Unlawful Use** - Customer agrees not to use the Services or Devices for any unlawful or abusive purpose or in any way that interferes with Company 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. Our tracking devices may not be used to violate the privacy rights of others, or in violation of local, or federal statutes. GPS tracking may be illegal in certain states. IT IS THE SOLE RESPONSIBILITY OF THE BUYER TO CONSULT LEGAL COUNSEL FOR THE INTERPRETATION OF ANY LAWS APPLICABLE TO TH AREA OF INTENDED USE OF THESE PRODUCTS. Resale of the Services or Devices is prohibited except by authorized Dealers or if authorized by company. By using the Services and/or the 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 Company immediately and provide Company with such information and documentation as Company may request (including, without limitation, police reports, and affidavits). Company 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.

**Account Information** - It is Customers responsibility to maintain accurate account information on the Company system and to exercise diligence in protecting Customers logon and passwords. Company must be notified of any changes in email address or credit card billing information.

**Payment for Services** – Customer will be responsible for payment of all service plans selected and/or messages, pings, locates for each month. Customer will be billed via credit card on file. Disputes for charges must be made within 15 days after the charge for service is complete.

**Changes** – Company 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 Company within fifteen (15) days of the date the notice was emailed or mailed by Company via certified US mail. If Customer does not agree with the amendment but wants to continue Services, Company will continue to provide Services for the term of the original Agreement provided Customer mails written notice to Company within fifteen (15) days of the date the amendment was mailed by Company. If Customer continues to use the Services more than fifteen (15) days after Company mails notice of an amendment, Customer will be deemed to have agreed to that amendment.

**Limitation of Liability** – Company 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 the Company. Company 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 Company; (iv) the installation or repair of the Devices; or (v) for any act associated with the proper exercise by Company of rights under the privacy and/or unauthorized usage provisions of this Agreement.

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

**Limitation of Liability** – Company 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 Company. Company 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 Company; (iv) the installation or repair of the Devices; or (v) for any act associated with the proper exercise by Company of rights under the privacy and/or unauthorized usage provisions of this Agreement.

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

**Warranties** – Company 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. Company does not authorize anyone to make any warranties on its behalf and Customer should not rely on any such statement.

**Assignment** – Company may assign all or part of the rights or duties of Company 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, Company 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 Company, which shall not be reasonably withheld.

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

**Entire Agreement** - This is the entire Agreement between Company and Customer and super cedes 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.