



## Terms & Conditions

### 1. ACCEPTANCE OF TERMS

Global Locator Systems of Texas, LLC Inc. welcomes you. We provide service to you subject to the following Terms of Service ("TOS"), which may be updated by us from time to time without notice to you. You can review the most current version of the TOS at any time at: <http://www.globallocatorsystems.com/info/terms/terms.htm>. In addition, when using our particular owned or operated services, you and Global Locator Systems of Texas, LLC shall be subject to any posted guidelines or rules applicable to such services, which may be posted from time to time. All such guidelines or rules (including but not limited to our Spam Policy) are hereby incorporated by reference into the TOS. Global Locator Systems of Texas, LLC may also offer other services that are governed by different Terms of Service.

### 2. DESCRIPTION OF SERVICE

Global Locator Systems of Texas, LLC provides users with access to a rich collection of resources for mapping tools and solutions, which may be accessed through any various medium or device now known or hereafter developed (the "Service"). You also understand and agree that the Service may include advertisements and that these advertisements are necessary for Global Locator Systems of Texas, LLC to provide the Service. You also understand and agree that the Service may include certain communications from Global Locator Systems of Texas, LLC, such as service announcements, administrative messages and the Newsletter, and that these communications are considered part of Global Locator Systems of Texas, LLC membership. Unless explicitly stated otherwise, any new features that augment or enhance the current Service, including the newer releases, shall be subject to the TOS. You understand and agree that the Service is provided "AS-IS" and that Global Locator Systems of Texas, LLC assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings. You are responsible for obtaining access to the Service, and that access may involve third-party fees (such as Internet service provider or airtime charges). You are responsible for those fees, including those fees associated with the display or delivery of advertisements. In addition, you must provide and are responsible for all equipment necessary to access the Service.

### 3. YOUR REGISTRATION OBLIGATIONS

In consideration of your use of the Service, you represent that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction. You also agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Service's registration form (the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or Global Locator Systems of Texas, LLC has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Global Locator Systems of Texas, LLC has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof). Global Locator Systems of Texas, LLC is concerned about the safety and privacy of all its users. Please remember that the Service is designed to appeal to a broad audience. Accordingly, it is your responsibility to determine whether any of the Service areas and/or Content (as defined in Section 6 below) are appropriate for viewing.

### 4. PRIVACY POLICY

Registration Data and certain other information about you is subject to our Privacy Policy. For more information, see our full privacy policy at <http://www.globallocatorsystems.com/info/terms/privacy.htm>. You understand that through your use of the Service you consent to the collection and use (as set forth in the Privacy Policy) of this information, including the transfer of this information to the United States and/or other countries for storage, processing and use by Global Locator Systems of Texas, LLC and its affiliates.

## **5. MEMBER ACCOUNT, PASSWORD AND SECURITY**

You will receive a password and account designation upon completing the Service's registration process. You are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify Global Locator Systems of Texas, LLC of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. Global Locator Systems of Texas, LLC cannot and will not be liable for any loss or damage arising from your failure to comply with this Section.

## **6. MEMBER CONDUCT**

You understand that all information, data, text, software, sound, photographs, graphics, tags or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from whom such Content originated. This means that you, and not Global Locator Systems of Texas, LLC, are entirely responsible for all Content that you upload, post, email, transmit or otherwise make available via the Service. Global Locator Systems of Texas, LLC does not control the Content posted via the Service and, as such, does not guarantee the accuracy, integrity or quality of such Content. Under no circumstances will Global Locator Systems of Texas, LLC be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Service.

You agree to not use the Service to:

- a. upload, post, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- b. harm minors in any way;
- c. impersonates any person or entity, including, but not limited to, a Global Locator Systems of Texas, LLC official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- d. forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service;
- e. upload, post, email, transmit or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- f. upload, post, email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party;
- g. upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, or any other form of solicitation, except in those areas that are designated for such purpose (please read our complete Spam Policy);
- h. upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- i. interferes with or disrupt the Service or servers, or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
- j. intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or

other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;

k. provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act;

l. “stalk” or otherwise harass another; and/or

m. collect or store personal data about other users in connection with the prohibited conduct and activities set forth in paragraphs a through l, above.

n. Device is to be used only in a legal and lawful manner.

You acknowledge that Global Locator Systems of Texas, LLC may or may not pre-screen Content, but that Global Locator Systems of Texas LLC and its designees shall have the right (but not the obligation) in their sole discretion to pre-screen, refuse, or move any Content that is available via the Service. Without limiting the foregoing, Global Locator Systems of Texas, LLC and its designees shall have the right to remove any Content that violates the TOS or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, you acknowledge that you may not rely on any Content created by Global Locator Systems of Texas, LLC or submitted to Global Locator Systems of Texas, LLC, including without limitation information in all other parts of the Service.

You acknowledge, consent and agree that Global Locator Systems of Texas, LLC may access, preserve and disclose your account information and Content if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the TOS; (c) respond to claims that any Content violates the rights of third parties; (d) respond to your requests for customer service; or (e) protect the rights, property or personal safety of Global Locator Systems of Texas LLC, its users and the public.

You understand that the technical processing and transmission of the Service, including your Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

You understand that the Service and software embodied within the Service may include security components that permit digital materials to be protected, and that use of these materials is subject to usage rules set by Global Locator Systems of Texas, LLC and/or content providers who provide content to the Service. You may not attempt to override or circumvent any of the usage rules embedded into the Service. Any unauthorized reproduction, publication, further distribution or public exhibition of the materials provided on the Service, in whole or in part, is strictly prohibited.

## **7. INTERSTATE AND INTERNATIONAL NATURE OF COMMUNICATIONS ON GLOBAL LOCATOR SYSTEMS OF TEXAS, LLC NETWORK**

When you register with Global Locator Systems of Texas, LLC, you acknowledge that in using Global Locator Systems of Texas, LLC services to send electronic communications (including but not limited to email, viewing maps, downloading and uploading tracks, and other Internet activities), you will be causing communications to be sent through Global Locator Systems of Texas, LLC’s computer networks, portions of which are located in New York, Florida, New Hampshire and other locations in the United States. As a result, and also as a result of Global Locator Systems of Texas, LLC’s network architecture and business practices and the nature of electronic communications, even communications that seem to be intrastate in nature can result in the transmission of interstate or international communications regardless of where you are physically located at the time of transmission. Accordingly, by agreeing to this Terms of Service, you acknowledge that use of the service results in interstate data transmissions.

## **8. SPECIAL ADMONITIONS FOR INTERNATIONAL USE**

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Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside.

#### **9. CONTENT SUBMITTED OR MADE AVAILABLE FOR INCLUSION ON THE SERVICE**

Global Locator Systems of Texas, LLC does not claim ownership of Content you view or make available to others from the Service.

#### **10. INDEMNITY**

You agree to indemnify and hold Global Locator Systems of Texas, LLC and its subsidiaries, affiliates, officers, agents, employees, partners and licensors harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content you submit, post, transmit or otherwise make available through the Service, your use of the Service, your connection to the Service, your violation of the TOS, or your violation of any rights of another.

#### **11. NO RESALE OF SERVICE**

You agree not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion of the Service (including your Global Locator Systems of Texas, LLC ID), use of the Service, or access to the Service.

#### **12. GENERAL PRACTICES REGARDING USE AND STORAGE**

You acknowledge that Global Locator Systems of Texas, LLC may establish general practices and limits concerning use of the Service, including without limitation the maximum number of days that map data or other uploaded Content will be retained by the Service, the maximum number of hits received by an account on the Service, the maximum disk space that will be allotted on Global Locator Systems of Texas, LLC's servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access the Service in a given period of time. You agree that Global Locator Systems of Texas, LLC has no responsibility or liability for the deletion or failure to store any data and other communications or other Content maintained or transmitted by the Service. You acknowledge that Global Locator Systems of Texas, LLC reserves the right to log off accounts that are inactive for an extended period of time. You further acknowledge that Global Locator Systems of Texas, LLC reserves the right to modify these general practices and limits from time to time.

#### **13. MODIFICATIONS TO SERVICE**

Global Locator Systems of Texas, LLC reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that Global Locator Systems of Texas, LLC shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

#### **14. TERMINATION**

You agree that Global Locator Systems of Texas, LLC may, under certain circumstances and without prior notice, immediately terminate your Global Locator Systems of Texas, LLC account, any associated email address, and access to the Service. Cause for such termination shall include, but not be limited to, (a) breaches or violations of the TOS or other incorporated agreements or guidelines, (b) requests by law enforcement or other government agencies, (c) a request by you (self-initiated account deletions), (d) discontinuance or material modification to the Service (or any part thereof), (e) unexpected technical or security issues or problems, (f) extended periods of inactivity, (g) engagement by you in fraudulent or illegal activities, and/or (h) nonpayment of any fees owed by you in connection with the Services. Termination of your Global Locator Systems of Texas, LLC account includes (a) removal of access to all offerings within the Service, (b) deletion of your password and all related information, files and content associated with or inside your account (or any part thereof), and (c) barring of further use of the Service. Further, you agree that all terminations for cause shall be made in Global Locator Systems of Texas, LLC's sole discretion and that Global Locator Systems of Texas, LLC shall not be liable to you or any third party for any termination of your account, any associated email address, or access to the Service. In the event, you terminate service after the start of the new billing cycle there will be no prorated refund of that billing cycle. All cancellations must be in writing via mail. Please send cancellation notice to Sales at Global Locator Systems of Texas, LLC, 15322 Woodlawn Manor Ct, Cypress, TX 77429.

## **15. Cancellation Policy**

If we terminate your service for failure to pay or other default before the end of the Service Commitment, or if you terminate your service for any reason, you agree to pay an "Early Termination Fee" of 80% of the remaining contracted amount. If you cancel your contract and the contract has been active for period less than 6 months and you received the tracker(s) at no cost you agree to pay the current retail cost for the equipment, in addition to all other amounts owed, and Early Termination Fee as specified above. The Early Termination Fee is not a penalty, but rather a charge to compensate Global Locator Systems of Texas, LLC for failure to satisfy the Service Commitment on which your monitoring plan is based. AFTER YOUR SERVICE COMMITMENT, THIS AGREEMENT SHALL AUTOMATICALLY RENEW ON A MONTH-TO-MONTH BASIS UNTIL EITHER PARTY GIVES NOTICE PURSUANT TO THE TERMINATION PROVISION BELOW.

Cancellation must be received at least *7 days* before the final business day of the month by Global Locator Systems of Texas. If the cancellation notice is received after this date your cancellation will not take effect until the following billing cycle. If you cancel any authorization for recurring payment authorization, you will be responsible for any fees associated for outstanding billing.

## **16. LINKS**

The Service may provide, or third parties may provide, links to other World Wide Web sites or resources. Because Global Locator Systems of Texas, LLC has no control over such sites and resources, you acknowledge and agree that Global Locator Systems of Texas LLC is not responsible for the availability of such external sites or resources and does not endorse and is not responsible or liable for any Content, advertising, products or other materials on or available from such sites or resources. You further acknowledge and agree that Global Locator Systems of Texas, LLC shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.

## **17. GLOBAL LOCATOR SYSTEMS OF TEXAS, LLC'S PROPRIETARY RIGHTS**

You acknowledge and agree that the Service and any necessary software used in connection with the Service ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that Content contained in sponsor advertisements or information presented to you through the Service or by advertisers is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by Global Locator Systems of Texas, LLC or advertisers, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Software, in whole or in part.

Global Locator Systems of Texas, LLC grants you a personal and non-exclusive right and license to use the object code of its Software on a single computer; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work from, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software. You agree neither to modify the Software in any manner or form, nor to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to the Service. You agree not to access the Service by any means other than through the interface that is provided by Global Locator Systems of Texas, LLC for use in accessing the Service.

## **18. DISCLAIMER OF WARRANTIES**

You expressly understand and agree that:

a. Your use of the service is at your sole risk. The service is provided on an "as is" and "as available" basis. Global Locator Systems of Texas, LLC and its subsidiaries, affiliates, officers, employees, agents, partners and licensors expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non- infringement.

b. Global Locator Systems of Texas, LLC and its subsidiaries, affiliates, officers, employees, agents, partners and licensors make no warranty that (i) the service will meet your requirements; (ii) the service will be uninterrupted, timely, secure or error-free; (iii) results that may be obtained from the use of the service will be accurate or

reliable; (iv) quality of any products, services, information or other material purchased or obtained by you through the service will meet your expectations; and (v) any software errors will be corrected.

c. Any material downloaded or otherwise obtained through the use of the service is accessed at your own discretion and risk, and you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material.

d. No advice or information, whether oral or written, obtained by you from Global Locator Systems of Texas, LLC or through or from the service shall create any warranty not expressly stated in the TOS.

e. A small percentage of users may experience epileptic seizures when exposed to certain light patterns or backgrounds on a computer screen or while using the service. Certain conditions may induce previously undetected epileptic symptoms even in users who have no history of prior seizures or epilepsy. If you, or anyone in your family, have an epileptic condition, consult your physician prior to using the service. Immediately discontinue use of the service and consult your physician if you experience any of the following symptoms while using the service: dizziness, altered vision, eye or muscle twitches, loss of awareness, disorientation, any involuntary movement, or convulsions.

f. Warranty on devices: 6-months parts and labor not including batteries unless otherwise stated.

#### **19. LIMITATION OF LIABILITY**

You expressly understand and agree that Global Locator Systems of Texas, LLC and its subsidiaries, affiliates, officers, employees, agents, partners and licensors shall not be liable to you for any direct, indirect, incidental, special, consequential or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Global Locator Systems of Texas, LLC has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the service; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the service; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the service; or (v) any other matter relating to the service.

#### **20. EXCLUSIONS AND LIMITATIONS**

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations of sections 17 and 18 may not apply to you.

#### **21. NO THIRD-PARTY BENEFICIARIES**

You agree that, except as otherwise expressly provided in this TOS, there shall be no third-party beneficiaries to this agreement.

#### **22. TAXES**

All prices are quoted, all orders accepted, and all billings rendered exclusive of all federal, state and local excise, sales, use or similar taxes. The amount of any present or future excise, sales, use or similar tax applicable to the sale of any product hereunder shall be paid by Buyer, or in lieu thereof, Buyer shall provide Seller with a tax exemption certificate, acceptable to the taxing authorities.

#### **23. NOTICE**

Global Locator Systems of Texas, LLC may provide you with notices, including those regarding changes to the TOS, by email, regular mail or postings on the Service.

#### **24. GENERAL INFORMATION**

Entire Agreement. The TOS constitutes the entire agreement between you and Global Locator Systems of Texas LLC and governs your use of the Service, superseding any prior agreements between you and Global Locator Systems of Texas, LLC with respect to the Service. You also may be subject to additional terms and conditions that

may apply when you use or purchase certain other Global Locator Systems of Texas, LLC services, affiliate services, third-party content or third-party software.

**Choice of Law and Forum.** The TOS and the relationship between you and Global Locator Systems of Texas, LLC shall be governed by the laws of the State of Texas without regard to its conflict of law provisions. You and Global Locator Systems of Texas, LLC agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Harris, state of Texas.

**Waiver and Severability of Terms.** The failure of Global Locator Systems of Texas, LLC to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect.

**No Right of Survivorship and Non-Transferability.** You agree that Global Locator Systems of Texas, LLC account is non-transferable and any rights to your Global Locator Systems of Texas, LLC ID or contents within your account terminate upon your death. Upon receipt of a copy of a death certificate, your account may be terminated, and all contents therein permanently deleted.

**Statute of Limitations.** You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the TOS must be filed within 6-months after such claim or cause of action arose or be forever barred.

The section titles in the TOS are for convenience only and have no legal or contractual effect.

## **25. VIOLATIONS**

Please report any violations of the TOS to our Customer Care group.

## **26. Money Back Guarantee**

Global Locator Systems of Texas GPS tracker includes a 14-day money back guarantee. If you are dissatisfied with your service or tracker for any reason, you will receive a full refund. Unit must be returned in its original packaging and the same conditioned as received, Tracker must not show any signs of wear and tear. Device must be returned to Global Locator Systems of Texas, LLC, 15322 Woodlawn Manor Ct, Cypress, TX 77429. Tracker must be shipped with some form of tracking number to confirm receipt of return, if you cancel your account within 14 days of the activation of your account. After the 14 days' money back guarantee you will be committed to the original terms and conditions accepted at time of purchase. This procedure applies to all returns. Contact support at sales@globallocatorsystems.com or call (281) 397-5181. Please include full name, date of purchase, user ID and reason for return.

## **27. Terms**

The initial term of this Agreement will be for **6-months / 1 year / 2 years (circle one)** from the effective date of this Agreement after the initial term renewal with occur monthly. This Agreement will automatically renew monthly thereafter until terminated by either party. Either party may terminate this Agreement at any time before its initial term (or any renewal term) is completed, for any reason or for no reason at all, provided at least 30 days' advance written notice of termination is given to the non-terminating party by the terminating party. See Terms and Conditions, section 15 Cancellation Policy regarding associated fees and terms for terminating the agreed upon terms.

## **28. Mutual Understanding**

Each party has read this entire Agreement, fully understands the contents hereof, has had the opportunity to obtain independent advice as to its legal effect, and is under no duress or obligation of any kind to execute it. This Agreement reflects the mutual understanding of the parties with respect to all subject matter addressed herein and will be construed accordingly. The Terms and Conditions are binding to this agreement.

**Buyer agrees to pay Global Locator System of Texas, LLC:**

- Equipment and Accessories
- Monthly Monitoring Fee: per device (section 27 for terms please select one option)
- Shipping and Handling: minimum \$15.00 USPS 2-day / starting @ \$45.00 for overnight

**Billing Address:**

**Company Name:** \_\_\_\_\_

**Street:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Delivery Address:**  Check here if same as billing address

**Street:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

I have read and agree to all terms and conditions.

**Authorized Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_