

TERMS AND CONDITIONS

Welcome to PR Trackers. By using the service, you indicate your acceptance to this agreement under the terms and conditions herewith, as well as all applicable laws and regulations. You are not permitted to use the service if you do not agree.

PR Trackers will provide the necessary GPS trackers to you (Customer) for the duration of your business relationship with us. In the event of cancellation of service, all GPS trackers must be returned to PR Trackers, by you.

There are no cancellation penalties. However, in the event the trackers are lost or are not returned, there will be a service fee of \$60 per tracker before service can be canceled.

1. **Definitions.** In this Agreement the following definitions apply:
 - A. “we,” “us,” “our,” means PR Trackers;
 - B. “you,” “your,” “customer,” and “user” mean an account holder or user with us;
 - C. “Device” means any device, accessory or other product we loan out, sell, lease or finance to you or that is active on your account with us;
 - D. “Service” means our offers, plans, options, or Devices on your account with us.
 - E. “Services” means our offers, plans, options, or Devices on your 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. 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/or any other Service we offer you that references these Ts&Cs.
4. **Policies.** Services are subject to our business policies, practices, and procedures (“Policies”) including, but not limited to, our Privacy Policy available on our website. You agree to all our Policies when you use our Services. Our Policies are subject to change at any time, with or without notice.
5. **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:
 - A. sign a contract with us on paper or electronically;
 - B. accept Agreement through an oral or electronic statement;
 - C. attempt to or in any way use the Services;
 - D. pay for the Services; or
 - E. open any package or start any program that says you are accepting the Agreement when doing so.
6. **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.

7. **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
 - A. late payment;
 - B. harassing/threatening PR Trackers employees or agents;
 - C. interfering with our operations;
 - D. breaching the Agreement, including our Policies;
 - E. using/suspicion of using Services in any manner restricted by or inconsistent with the Agreement or applicable state or federal laws;
 - F. providing false, inaccurate, dated or unverifiable identification or credit information, or becoming insolvent or bankrupt;
 - G. modifying a Device from its manufacturer specifications; or
 - H. if we believe the action protects our interests, any customer's interests, or our network.
8. **Your Right To Terminate Services.** You can terminate Services at any time by returning the GPS tracking hardware or paying a \$65 service fee to keep tracking hardware or replace lost/stolen/damaged tracking hardware. You are responsible for all charges billed or incurred prior to the return of GPS tracking hardware. If GPS tracking hardware is returned before the end of your invoicing cycle, we will not prorate charges for a partial month, and you will not receive a credit or refund for any unused Services.
9. **Restrictions.** You agree not to, and you will not permit others to:
 - A. 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; 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;
 - B. circumvent, disable or otherwise interfere with any technological measure implemented by PR Trackers or any of PR Trackers providers or any other third party (including another user) to protect the PR Trackers Software;
 - C. reproduce, copy, redistribute, sell, or other transfer of rights to the PR Trackers Software, or any components within the PR Trackers Software, PR Trackers name, any PR Trackers trademark, logo or other proprietary information;
 - D. access, use or interfere with any of PR Trackers computer systems, software that is not part of ordinary use, or PR Trackers providers technical delivery systems;
 - E. perform any vulnerability assessments, probes or tests on any PR Trackers system or network, or breach any PR Trackers authentication or security;
 - F. modify the Software, reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or other trade secrets from all or any portion of the Software;
 - G. interfere or attempt to interfere with the proper functioning of the Services;
 - H. provide false or inaccurate information when registering an account;
 - I. utilize the PR Trackers Software for any competitive purposes;

- J. conduct any benchmark testing on the PR Trackers Software;
- K. use the Services for any unlawful purpose or in violation of any applicable law.

In the event of a violation of these Terms and Conditions, PR Trackers have the right to investigate and may consult and cooperate with law enforcement authorities to prosecute violators.

10. **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.
11. **Activation & Miscellaneous Charges.** Based on our Policies, we may charge activation, prepayment, reactivation, program, or other fees to establish or maintain Services. You will be provided notice of these types of fees before we complete the requested transaction.
12. **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.
13. **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 information. 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.
14. **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, 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 method at any time at our sole discretion.

15. **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 won't be applied retroactively.
16. **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. PR Trackers will work with you to resolve disputed charges. PR Trackers may, at its sole discretion, adjust such disputed charges. You are responsible for payment of disputed charges that are judged to be resolved by PR Trackers, 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.
17. **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 return hardware to cancel your account in a timely manner, you remain responsible for any uncollected amounts and authorize us to continue billing the Payment Method, as it may be updated. At our sole discretion, PR Trackers 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.
18. **Assignment.** PR Trackers may assign the rights to this contract to third parties at our sole discretion without input or consent from you.
19. **Protecting Our Network & Service.** We can take any action to:
 - A. protect our network, our rights, and interests, or the rights of others; or
 - B. optimize or improve the overall use of our network and Services. Some of these actions may interrupt or prevent legitimate communications.
20. **Your Privacy.** 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. PR Trackers 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.

21. **Feedback is provided.** In the event that Feedback is provided, the party providing Feedback grants the receiving party a royalty-free, worldwide, non-exclusive, perpetual, license to use, modify, and distribute such Feedback in connection with the party's offering without compensation or attribution of any kind.
22. **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 requires 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 on our website.
23. **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.).
24. **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.
25. **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:
 - A. anything done or not done by someone else;
 - B. 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.);
 - C. traffic or other accidents, or any health-related claims relating to our Services;
 - D. false messages sent while using our Services;
 - E. an interruption or failure in accessing or attempting to access emergency services from a Device;
 - F. interrupted, failed, or inaccurate location information services; or
 - G. 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.

H. unauthorized access to your Personal Information or Vehicle by hackers or others who have obtained such access through illegal measures.

26. 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.

27. 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:

- A. "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.
- B. 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: 716 Lobelia Dr. Lake Mary FL 32746. 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.
- C. 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.
- D. 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.

E. 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.

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

28. **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.

29. **JURY TRIAL AND CLASS ACTION WAIVERS** Most customer concerns can be resolved by calling our Customer Service Department at 1-407-499-3704 Monday through Friday from 8:00am to 5:00pm Pacific. EACH PARTY HERETO: (a) WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY SUIT, ACTION CONTROVERSY OR PROCEEDING OF ANY KIND ON ANY MATTER ARISING OUT OF, RELATING TO, IN CONNECTION WITH, OR INCIDENT TO THIS AGREEMENT OR ANY TRANSACTIONS IT CONTEMPLATES OR THE ENFORCEMENT HEREOF, EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY LAW OR DEEMED BY A COURT OF LAW TO BE AGAINST PUBLIC POLICY; AND (b) WAIVES ANY RIGHT TO ASSERT ANY CLAIMS AGAINST ANY OTHER PARTY AS A REPRESENTATIVE OR MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION, EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY LAW AGAINST PUBLIC POLICY. TO THE EXTENT ANY PARTY IS PERMITTED BY LAW OR COURT OF LAW TO PROCEED WITH A CLASS OR REPRESENTATIVE ACTION AGAINST ANY OTHER PARTY, THE PARTIES HEREBY AGREE THAT: (i) THE PREVAILING PARTY WILL NOT BE ENTITLED TO RECOVER ATTORNEYS' FEES OR COSTS ASSOCIATED WITH PURSUING THE CLASS OR REPRESENTATIVE ACTION (NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT); AND (ii) THE PARTY WHO INITIATES OR PARTICIPATES AS A MEMBER OF THE CLASS WILL NOT SUBMIT A CLAIM OR OTHERWISE PARTICIPATE IN ANY RECOVERY SECURED THROUGH THE CLASS OR REPRESENTATIVE ACTION. THE PARTIES HERETO ACKNOWLEDGE THAT EACH MAKES THESE WAIVERS KNOWINGLY, WILLINGLY AND VOLUNTARILY AND WITHOUT DURESS, AND ONLY AFTER EXTENSIVE CONSIDERATION OF THE RAMIFICATIONS OF THESE WAIVERS WITH THEIR ATTORNEYS.

30. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof. No waiver or modification of this Agreement shall be binding upon either party unless made in writing and signed by both parties.

31. **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.

32. **Providing Notice To Each Other Under The Agreement.** Except as the Agreement specifically provides otherwise, you must provide us notice by calling 1-407-499-3704 between the hours of 8am and 5pm Pacific or emailing us at info@skylocators.com. 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.
33. **Other Important Terms** Subject to federal law or unless the Agreement specifically provides otherwise, this Agreement is governed solely by the laws of the state of Florida, 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.

