

TERMS AND CONDITIONS OF USE AGREEMENT

By purchasing an WOLFTRAXS GPS SYSTEM also referenced as “WGS” or “System”, You (also referenced as Consumer from time to time) agree and understand that as a condition of using System, regardless of the vendor you purchased the System from, your TERMS AND CONDITION OF USE AGREEMENT and Management Platform related to the System is with Auto Driveaway, Inc. also referred as “ADI” located at 272 US Highway 206, Suite 201, Flanders, NJ 07836

In this document, the name “System” is used interchangeably to mean hardware, firmware, software and airtime combined or separated depending on the context.

Entitlement and Terms:

I understand that the WOLFTRAXS GPS SYSTEM (also referenced from time to time as Product and or System) is sold including installation in some cases and without installation in other cases. The System is packaged including access to a user platform that can be accessed from our WEB site at <http://www/wolftraxsgps.com> or the software can be downloaded on smart phone via Play Store on an (Android Operating System) or IOS (Apple’s Operating System).

The System comes with 1 year, 2 years or 3 years of carrier air time depending on the vendor you purchased the System from.

The System provides consumer the ability to track their vehicles location, plus be notified via cell phone of speed alerts the consumer sets, plus the ability to design a fence or perimeter around specific locations (known as geo-fences) so the consumer can be notified on their cell phone if their vehicle enters and or leaves certain geographical locations. The geo-fence can be designed around a home for example, a work place or the size of a state. Size of the geo-fence is not limited other than access to air time coverage as part of the System. The System is designed to provide special reports relevant to the systems use plus will report battery voltage if needed. The System also provides Theft Recovery assistance. In the event the vehicle is stolen, consumer can contact the WOLFTRAXS GPS hot line 877-427-2234.

1. WOLFTRAXS GPS OVERVIEW

The WOLFTRAXS GPS Product attaches to and connects directly to the vehicle’s wiring or the Vehicle’s on board (OBDII) port. This connection allows the WOLFTRAXS GPS Product to monitor various aspects of the vehicle including, but not limited to, its location, voltage, speed, and history.

2. Subscription Service and Payment

Provided You have prepaid for the System or you are current on payment terms in the event the System is financed with the purchase of a vehicle, You will be entitled to the services described throughout this agreement. Services may not be available to You if you are not current on your agreed payment terms.

3. Limited Software License

In consideration of payment as referenced in this agreement, You receive a nonexclusive, nontransferable license to use certain aspects of the software in conjunction with the WOLFTRAXS GPS system. This limited software license will automatically terminate upon expiration of the term or any other termination of service. It is agreed that You shall not modify, reverse engineer, decompile, or disassemble any licensed software.

4. Right to transfer WOLFTRAXS GPS System Service

In the event You want to transfer your Service, it can be transferred in certain circumstances. Please go to <http://www.wolftraxs.com> for more information

5. Limited Data License

In consideration of the payment in conjunction with the terms of this agreement, You are granted a nonexclusive, nontransferable license to use certain data collected by the WOLFTRAXS GPS system (Usage Data) in conjunction with receiving the services described in the Entitlement section of this agreement. Usage Data is collected and owned solely by Auto Driveaway, Inc. (ADI) who is the exclusive owner of WOLFTRAXS GPS. ADI may use such usage data in an anonymous, aggregated form to provide marketing or statistical information to third parties and to provide You with additional features or services. ADI may use Usage Data to provide additional features or services, such as vehicle service alerts, maintenance reminders and other services.

Parts and Labor Limited Warranty

ADI warrants, pursuant to this "Parts and Labor Limited Warranty" that the Product will be free from defects in workmanship and materials for six (6) months from the time of first purchaser activation. The Parts and Labor Limited Warranty does not apply to normal wear and tear and does not cover repair or replacement if the WOLFTRAXS GPS product is damaged by tampering, misuse, accident, abuse, neglect, improper installation, misapplication, alteration of any kind, disaster, defects due to repairs or modifications made by anyone other than ADI or an authorized service representative of ADI, or reception problems caused by signal conditions or cable or antenna systems outside the WOLFTRAXS GPS product. Further, the Parts and Labor Limited Warranty does not apply to physical damage of any nature whatsoever to the WOLFTRAXS GPS product, including any opening or attempted opening of the WOLFTRAXS GPS product, and any such opening or attempted opening of the WOLFTRAXS GPS product shall render the Parts and Labor Limited Warranty invalid. REPAIR OR REPLACEMENT OF A DEFECTIVE WOLFTRAXS GPS SYSTEM IS THE CONSUMERS SOLE AND EXCLUSIVE REMEDY UNDER THE PARTS AND LABOR LIMITED WARRANTY. SOFTWARE LOADED ON THE PRODUCT IS PROVIDED "AS IS" WITHOUT WARRANTY. ADI SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES FOR BREACH OF THE LIMITED WARRANTY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ADI EXPRESSLY DISCLAIMS, AND YOU EXPRESSLY WAIVE, ALL OTHER WARRANTIES, WHETHER EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, OR ANY WARRANTY ARISING OUT OF ANY PROPOSAL, SPECIFICATION, OR SAMPLE. THE TERM OF ANY IMPLIED WARRANTIES THAT CANNOT BE DISCLAIMED UNDER APPLICABLE LAW SHALL BE LIMITED TO THE DURATION OF THE FOREGOING EXPRESS WARRANTY PERIOD. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES AND/ OR DO NOT ALLOW LIMITATIONS ON THE AMOUNT OF TIME AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

You agree that neither ADI, You nor any other party has made any representations or warranties, nor have You relied on any representations or warranties, express or implied, including any implied warranty of merchantability or fitness for any particular purpose with respect to the WOLFTRAXS GPS system. You acknowledge that no affirmation of fact or statement (whether written or oral) made by ADI, its representatives, or any other party outside of this Agreement with respect to the WOLFTRAXS GPS system shall be deemed to create any express or implied warranty on the part of ADI or its representatives. To obtain warranty service you should contact the WOLFTRAXS GPS Customer Service Department at 973 927 0767 press option 5 or extension 108. You will need to provide the ESN (Equipment Serial Number) for each product for warranty coverage verification. Upon verification of coverage, a (Return Authorization) RA# will be issued and provided to You by fax, email, or over the phone. Once approved with an RA#, You can package the WOLFTRAXS GPS system and send to ADI with the RA# clearly written on the outside of each package (returns without an RA# will be rejected) and ship to: 272 US Highway 206, Suite 201, Flanders, NJ 07836.

(Note: You are responsible for shipping charges to the return department.) ADI or its authorized servicer will test all properly returned products to determine if they are defective. If the WOLFTRAXS GPS system is defective, ADI will provide replacement OF THE DEFECTIVE WOLFTRAXS GPS system(s) and ADI is responsible for shipping charges back to You within the United States of America. If the WOLFTRAXS GPS system is not defective then You will be charged \$9.95 to cover costs of testing the WOLFTRAXS GPS system and You are responsible for the return shipping charges.

6. No Service Warranty

There is no warranty with respect to Services, and ADI makes no warranty under this Agreement except as specifically stated herein. ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY SPECIFICALLY DISCLAIMED. You affirm by purchase of the WOLFTRAXS GPS system and associated Services that You are the registered owner for the Vehicle in which the System will be placed. As such You assume all risk for loss of or damage to the Monitored Vehicle and its contents and for personal injury to persons occupying or affected by the Monitored Vehicle, and ADI shall have no liability of any kind or nature to You. You agree that neither ADI nor any other party has made any representations or warranties, nor have You relied on any representations or warranties, express or implied, including any implied warranty of merchantability or fitness for any particular purpose with respect to the Services. You acknowledge that no affirmation of fact or statement (whether written or oral) made by ADI, its representatives, or any other party outside of this Agreement with respect to the Services shall be deemed to create any express or implied warranty on the part of ADI or its representatives.

7. Installation

The WOLFTRAXS GPS System must be installed as provided in the installation guide for the WOLFTRAXS GPS system. In the event you purchased the WOLFTRAXS GPS as part of the purchase of a vehicle, the Dealer is responsible for the proper installation of the WOLFTRAXS GPS system in the vehicle in accordance with the installation recommendation. You understand and agree that ADI is not responsible for, shall have no obligations to, and shall have no liability for, a WOLFTRAXS GPS system not installed in accordance with the installation guide or installed by an approved WOLFTRAXS GPS installation service approved by ADI.

You agree that the liability of ADI, the Wireless Carrier (as defined below) and any third party Servicing Company (as defined below) is limited in accordance with, ADI, the Wireless Carrier and any third party Servicer liability provisions.

LIMITATION OF LIABILITY - ADI SHALL NOT BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY GENERAL, DIRECT, SPECIAL, INCIDENTAL, LOST PROFITS, AND EXEMPLARY, PUNITIVE AND/OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THE SERVICES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT OR REVENUES, LOSS OF USE, LOSS OF DATA, INCORRECT OR CORRUPTED DATA, COST OF CAPITAL, COST OF SUBSTITUTE GOODS, FACILITIES, SERVICES OR REPLACEMENT POWER, DOWNTIME COST, OR CLAIMS FOR SUCH DAMAGES, EVEN IF ADI KNEW OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING OR ANY OTHER LIMITATION OF LIABILITY HEREIN, REGARDLESS OF THE FORM OF ACTION, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, YOUR EXCLUSIVE REMEDY AND THE TOTAL LIABILITY OF ADI AND/OR ANY SUPPLIER OF SERVICES TO ADI ARISING IN ANY WAY IN CONNECTION WITH THIS AGREEMENT, FOR ANY CAUSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY FAILURE OR DISRUPTION OF THE SERVICES, SHALL BE LIMITED TO PAYMENT BY ADI OF DAMAGES IN AN AMOUNT EQUAL TO THE AMOUNT CHARGED TO YOU FOR THE PRODUCT AND SERVICES PROVIDED UNDER THIS AGREEMENT.

8. ADI is not an Insurer

ADI is not an insurer and You must obtain from an insurer any insurance You desire. The amount You pay ADI or the Dealer for services is based upon the Services the Dealer performs and the limited liability ADI assumes under this Agreement and is unrelated to the value of You property, Your property, any vehicle in which a Product is installed or any property located in any vehicle in which a Product is installed. In the event of any loss or injury to any person or property, You agree to look exclusively to Your insurer to recover damages. You waive all subrogation and other rights of recovery against ADI that any insurer or other person may have as a result of paying any claim for loss or injury to any other person.

9. State Laws Differ

Some states may not allow limitations of special, incidental, consequential, or exemplary damages, and the limitations specified herein may not apply to You.

10. Other Party's Limitation

If You purchased Services or the Product through another business or person, or from ADI through a referral from another business or person, You agree that such other business or person acts solely as an independent contractor. Such business or person shall have no responsibility or liability to You for the performance or nonperformance of the Services Dealer or ADI provides under this Agreement. Without limiting the above, You agree that the liability of such other business or person is, in any event, limited in accordance with the provisions of this Agreement. You agree that such business or person and its agents, employees, subsidiaries, affiliates and parent companies may invoke all of ADI's rights under this Section.

11. DISCLAIMER & LIMITATION OF LIABILITY RELATED TO GPS AND CELLULAR SERVICE

You understand that Product receives signals from the Global Positioning Satellite ("GPS") system and transmits signals to, and receives signals from, an ADI or a third party Customer Service Center ("CSC"). Your Services are provided either by an ADI CSC or an independent CSC which ADI selects. You understand that the Product installed in the Vehicle uses cellular telephone technology as the transmission mode for sending signals to the CSC. Services are available to You only within the United States only when the Product is within the operating range of the Wireless Carrier (as defined below). Services may be temporarily refused, interrupted, curtailed, limited or discontinued, without liability to ADI or the Wireless Carrier, due to many conditions, including: (a) wireless transmission capacity limitations and cellular telephone network capacity limitations, (b) atmospheric, terrain and geographic conditions, (c) other natural or artificial environment conditions beyond ADI's control, (d) limitations of the electrical system design and architecture of Your Product, (e) the condition of the Product (for example, the Product will not function if its power supply is not available as when, for example, the unit is not connected to a live power source, or if essential Product components are damaged (accidentally or otherwise), (f) government regulations or limitations, (g) restrictions by the Wireless Carrier (for example, wireless carrier equipment limitations and inter-carrier roaming agreements), (h) usage concentrations, modifications, upgrades, relocation and repairs of transmission facilities for the cellular telephone network, (i) ADI's efforts to combat fraudulent use, and (j) other legitimate business and operational reasons. Global positioning capabilities used for some location-based services are not available if satellite signals are obstructed; You must be outside with a clear line of sight between You and the satellites. You understand that the Product's usage of the GPS system and the cellular telephone network are fundamental to ADI's ability to provide Services. You understand that due to the very nature of cellular telephone, network and GPS technologies, there will be times when the Product is unable to secure, maintain, or transmit signals, or that the information transmitted is not reliable, and thus, ADI will be unable to receive such signals. You also understand that ADI does not receive signals when the transmission mode is or becomes non-operational and that signals from the Product cannot be received by ADI when the Product is damaged, does not have an adequate power source or is otherwise non-operational. Accordingly, You agrees that ADI shall not, in any way, be liable for, or have responsibility with respect to, the GPS system, the cellular telephone network, any of the information obtained therefrom, or for interruptions in service for any reason whatsoever. You further acknowledge and agree that ADI shall not have any liability for the interruption of services due to electrical storms, power failures, interruption or unavailability of telephone service, cellular and radio frequency or other conditions beyond ADI's control, including, without limit, due to strikes, riots, floods, fires or acts of God. You acknowledges that the use of radio frequencies and cellular devices depend on service provided special service carriers and that the liability and obligations of ADI to You under this Agreement for Services are strictly controlled and limited by the Federal Communications Commission ("FCC") and other governmental authorities which from time to time have jurisdiction and that changes in rules, regulations and policies may necessitate discontinuing such transmission devices by ADI or the Wireless Carrier at ADI's or the Wireless Carrier's option. In no event shall ADI and/or the Wireless Carrier be liable for

any cost, delay, failure or disruption of the Wireless Service (as defined below), lost profits, or incidental, special, punitive or consequential damages.

12. DISCLAIMER & LIMITATION OF LIABILITY RELATED TO (CSC) or 911 SERVICE AND ANY THIRD PARTY CSC

In no event shall ADI be liable for losses, damages, or claims arising out of Your use or attempted use of a public service answering point ("PSAP") or 911 services or for Your inability to access PSAP or 911 services. You understand and agree that You have no contractual relationship with any third party (Customer Service Center) CSC and that You are not a third party beneficiary of any agreement between ADI and any third party CSC. In addition, You expressly understand and agree that any third party CSC shall have no legal, equitable, or other liability of any kind to You, and You hereby waive any and all such claims or demands.

13. Privacy Disclosures and Compliance with Laws

Due to the nature of the Product and Services, certain personal information and information about the Vehicle (including its location and how it is used) will be collected by ADI and or ADI service providers. ADI and its service providers are committed to protecting Your personal information and honoring privacy obligations to You. In the collection of data section below, ADI describes how data is collected and used. By having the Product Installed in the Vehicle and by activating and using the Services through the Website, You consent to the data practices described in this statement.

14. Collection of Data

ADI and its associated Service Providers collect, processes, and retains information from You, the Monitored Vehicle, and any devices (including mobile devices) You may use when You use or want to gain access to information relevant to the Monitored Vehicle, the Website and/or the Services, when You voluntarily provide it to ADI or affiliated companies for example on a web form, subscribe to ADI newsletters and feeds and or participates in community discussions, chats, or dispute resolution options, or when You otherwise correspond with ADI or its affiliates regarding related services. ADI and or ADI Service Provider also uses cookies, web beacons, unique identifiers, and similar technologies to collect information about the pages You may view, the links You click, and other actions You take on our services, within our advertising or e-mail content. This information can include: Your IP address, browser type, domain names, access times, social media channels and referring web site addresses. This information is used by ADI for the operation of the service, to maintain quality of the service, and to provide general statistics regarding use of the ADI services and or its service provider Website. ADI assumes no responsibility for the privacy practices for any third party web sites You link to from our affiliate Websites or applications.

Your Information Use and Retention

The information we collect is used to: provide and improve our services, to provide You with a personalized experience on our sites, to further communicate our services to You, to provide You customer service, and to provide You with personalized advertising and marketing. Where

required, ADI will anonymize Your information in such a way that the information cannot be reasonably associated with You or with the Vehicle of which the WOLFTRAXS GPS system is installed. We may use anonymized information or share it with third parties for any legitimate business purpose. ADI may also contact You via surveys to conduct research about Your opinion of current services or of potential new services that may be offered. We do not sell, rent or lease our customer lists to third parties. From time to time, ADI may contact You about a particular offering that may be of interest to You. In those cases, Your personal information (e-mail, name, address, telephone number) is not transferred to any third party. In addition, ADI may share data with trusted partners to help us perform statistical analysis that can enhance value to You, send You email or postal mail, provide customer support, or arrange for deliveries. All such third parties are prohibited from using Your personal information except to provide these services to ADI, and they are required to maintain the confidentiality of Your information. ADI keeps track of the Website and pages our customers visit within the ADI or its family of Websites, in order to determine what ADI services are the most popular. This data is used to deliver customized content and advertising within ADI's capability to customers whose behavior indicates that they are interested in a particular subject area. If at any time You no longer wish to receive email, text or postal notifications about related services, or special promotions, ADI will cease using such information without your authorization. ADI or its family of websites will disclose Your information, without notice, only if required to do so by law or in the good faith belief that such action is necessary to: (a) conform to the edicts of the law or comply with legal process served on ADI or the site; (b) protect and defend the rights or property of ADI; and, (c) act under exigent circumstances to protect the personal safety of users of ADI, or the public. ADI may keep the information collected for as long as is necessary to provide the Services and/or the Website to You, to operate our business, to enable us to communicate with You, for research, evaluation of use, or troubleshooting purposes, or to satisfy our legal or contractual obligations. Where required, ADI will anonymize the information collected when ADI no longer needs it for the uses described above.

15. Cookies

ADI and or its affiliate service providers use "cookies" to help personalize Your online experience. A cookie is a text file that is placed on Your hard disk by a web page server. Cookies cannot be used to run programs or deliver viruses to Your computer. Cookies are uniquely assigned to You, and can only be read by a web server in the domain that issued the cookie to the You. The purpose of a cookie is to tell the web server that the You have returned to a specific page. It simplifies the process of recording Your personal information, such as billing addresses, shipping addresses, and so on. When You return to the same WOLFTRAXS GPS Website, the information You previously provided can be retrieved, so You can easily use the WOLFTRAXS GPS features that the You customized. You have the ability to accept or decline cookies. Most web browsers automatically accept cookies, but You can usually modify their browser setting to decline cookies if You prefer. If You choose to decline cookies, You may not be able to fully experience the interactive features of the WOLFTRAXS GPS services or web sites You visit.

16. Security

ADI and or its service providers protect Your information using technical and administrative security measures. ADI will take reasonable precautions to ensure that Your information is protected against unauthorized access, use, or disclosure.

17. Contact Information

If You have a question or a complaint about our Privacy Policy or our information handling practices, please contact us at 973 927 0767 press option 5 or extension 108 and we will promptly investigate, correct as appropriate, and advise You of the correction.

18. Consent

By using the WOLFTRAXSGPS.com Website, You consent to the terms of our Privacy Policy and to ADI / WOLFTRAXS GPS and or its service providers processing of Information for the purposes given above as well as those explained where ADI and or its affiliates collect Your Information on the Web.

19. Term

The term of this Agreement shall begin immediately upon your acceptance of this agreement and can be terminated with 30 days written notice. All outstanding invoices must be paid for the agreement to be terminated.

20. Termination & Discontinuance of Service

This Agreement or the Services may be terminated at the option of ADI at any time upon the occurrence of any of the following events: (a) Your default under or failure to perform as required by this Agreement; (b) Your default in payment of any monies due under this Agreement; (c) IF YOU PURCHASED PRODUCT OR SERVICES THROUGH ANOTHER BUSINESS OR PERSON, THE DEFAULT IN PAYMENT OF ANY MONIES DUE TO ADI FROM SUCH BUSINESS OR PERSON; (d) destruction of or substantial damage to the CSC's so as to make it impractical for ADI to continue to provide signal receiving and notification services under this Agreement; (e) failure of the Product, the GPS system and/or the cellular telephone networks for the transmission of signals between the Product and the CSC's to function in accordance with ADI's expectations, (f) unavailability of, or inability of ADI either to secure or retain the connections or privileges necessary for the transmission of signals by means of conductors between the CSC's, the Wireless Carrier and the PSAP's, police agencies or other service providers; (g) Your failure to follow the operating instructions provided at the time the Product is installed into a Vehicle; (h) Your failure to follow any recommendations ADI may make for the repair or replacement of a defective part of a Product; (i) if a Monitored Vehicle is so modified or altered after installation of the Product as to render continuation of any Service impractical; (j) in the event any governmental regulations or limitations necessitate the discontinuance of the Product or Services as determined by ADI in its sole discretion; or (k) Your default, failure to pay any monies due or perform any obligation under any other agreement between You and ADI, including, without limitation, any other Subscription Service Agreement

between You and ADI. In the event this Agreement is terminated by ADI under this provision, ADI shall not be liable for any damages or subject to any penalty as a result of such termination.

21. Wireless Carriers

ADI and its affiliates has contracted with, and will contract from time to time with, one or more wireless carriers (individually and collectively, "Wireless Carrier") to provide wireless data transmission service ("Wireless Service") for the Product over a cellular telephone network. You acknowledge and agree that You have no contractual relationship with the Wireless Carrier, and You are not a third party beneficiary of any agreement between ADI and the Wireless Carrier. You understand and agree that the Wireless Carrier shall have no legal, equitable or other liability of any kind to You, and You hereby waive any and all such claims or demands. You acknowledge and agree that Your Service may be temporarily suspended or permanently terminated upon little or no notice in the event that ADI's agreement with the Wireless Carrier is terminated. You waive any and all claims against the Wireless Carrier for such suspension or termination. You understand that the Wireless Carrier cannot guarantee the security of wireless transmissions and will not be liable for any lack of security relating to the use of the Wireless Service. Subject to FCC number portability rules, You have no property right in any telephone number assigned to You or the Product ("Number"), and You understand and agree that any such Number can be changed from time to time.

22. Indemnification

You agrees to indemnify, defend and hold ADI, the Wireless Carrier, and the officers, directors, employees, agents, contractors, subsidiaries, affiliates, or parent companies of each of them (each an "Indemnified Person") harmless from any loss, cost, expense (including attorney's fees, expert's fees, and expenses), demand, claim, liability, damages or cause of action of any kind or character (collectively referred to as "claim"), including without limitation, for any personal injury or death, in any manner arising out of or relating to You, or if affiliated with any business you may have an interest or relationship with Your or their officers, directors, employees, agents, assigns, invitees, or other users using Your Product, whether authorized or not (i) violate or otherwise breach of any provision of this Agreement, (ii) acts or omissions in the conduct of Your business, including, without limitation if relevant, the marketing and sale of the Products and Services; (iii) statements, representations, warranties or other conduct in connection with any transaction involving the Products and/or Services, other than as expressly provided to You by ADI or otherwise expressly authorized by ADI in writing; (iv) negligence, recklessness or intentional misconduct; (v) the provision, failure, or use of the Products and/or the Services, including, without limitation, the compliance with any and all laws (whether statutory, under common law or otherwise), rules or regulations applicable to the use of the Products or Services; (vi) inability to use the Services or the Product; (vii) the use, failure to use, or inability to use the Number; (viii) the installation of the Product in the Monitored Vehicle; and (ix) ADI's refusal to provide Services because You or any other Service user has (A) not paid monies due to ADI for Products or Services or (B) violated any provision of this Agreement. These obligations will apply even if such lawsuit or other claim arises out of an Indemnified Person's negligence, gross negligence, failure to perform duties under this

agreement, strict liability, failure to comply with any applicable law, or other fault. This provision shall survive the termination of this Agreement.

23. Website

You acknowledge and agree that the information, Usage Data and Services provided by ADI are accessed by You in part through the WOLFTRAXS GPS system or affiliate approved Websites. You accept and agree to comply with the Terms of Use, Privacy Policy, Acceptable Use Policy, and copyright and trademark notices of ADI and or WOLFTRAXS GPS system posted on the Website and in effect from time to time. You acknowledge and agree that, because the Services are provided in part through the Website, it is necessary for You to have a computer or mobile device equipment and an internet connection that meets minimum specifications published by ADI or WOLFTRAXS GPS system from time to time on the Website, and You acknowledge and agree to periodically update Your computer equipment and/or internet connection to meet such minimum specifications. You acknowledge that the Services may be interrupted due to (a) Website downtime for scheduled maintenance at ADI's sole discretion, or (b) interruptions in internet connectivity or other Website downtime caused by circumstances beyond ADI's control, including, without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, computer or telecommunications failures, or delays involving hardware or software not within ADI's control, network intrusions or denial of service attacks. You agree that ADI shall not, in any way, be liable for, or have responsibility with respect to, any such Service interruptions.

24. User ID & Password

During the registration process for You Product, You created a user name and password that allows You to have access to the Services through the Website. You will not provide Your user name or password to access Services to any other person or entity, or allow any other person or entity to access Services provided to You. You agree that You are solely responsible for any actions that occur under Your user name and password. In the event that Your user name and password becomes known by a third party, You agrees to notify ADI immediately.

25. Assignment

This Agreement is not assignable or transferrable by You except upon the prior written consent of ADI. ADI shall have the right to assign this Agreement, in whole or in part, or to subcontract its obligations under this Agreement, in whole or in part, without notice to You and upon such assignment, ADI shall be released from all liability hereunder.

26. Notices

Except as specifically provided in this Agreement, all notices required hereunder shall be in writing and shall be given by personal delivery, overnight courier service, first class mail postage prepaid, at the parties' addresses set forth on this agreement or at such other address (es) as shall be specified in writing by such party to the other party in accordance with the terms and conditions of this Section. All notices shall be deemed effective upon personal delivery, or one business day

following deposit with any overnight courier service, or three business days following deposit with the U.S. Postal System, first class postage attached, in accordance with this Section. Notices for You shall be sent to the Your address associated with this agreement. Notices for ADI shall be sent to the address set forth for ADI in this agreement.

27. Arbitration

You agrees that all individual claims or disputes arising from or relating to this Agreement and/or the Parts and Labor Limited Warranty, whether in contract, tort, pursuant to statute, regulation, ordinance or in equity or otherwise and whether You dispute is with ADI or You, it will be settled by impartial arbitration. You agree to file any action You may have against ADI or ADI's agents, employees, subsidiaries, affiliates or parent companies within ninety (90) days from the date of the event that caused the alleged loss, damage or liability. To initiate arbitration, You must notify ADI in writing of Your desire to submit Your issue to arbitration. You are responsible for providing ADI with at least three proposed arbitrators. ADI has the right to question the proposed arbitrators to confirm neutrality and select any of the three to act as the Arbitrator. If ADI demonstrates that none of the three proposed arbitrators are neutral, You may be asked to provide additional arbitrators until one is selected. The Arbitrator is responsible for setting the ground rules and procedures for the arbitration. You agree to abide by the Arbitrator's decision and share the cost of arbitration equally, unless the Arbitrator directs otherwise. If this section conflicts with the statutory or regulatory arbitration provision in the state in which this Agreement was purchased, the state's arbitration rules will govern.

28. Venue

It is the express intent of the parties that any dispute under this Agreement be decided in accordance with the arbitration provision contained in the Arbitration section of this agreement. Notwithstanding the foregoing, in the event a court refuses to enforce the provisions contained in the Arbitration section of this agreement for any dispute or, in the event a court is asked to decide a dispute concerning the provisions contained in the Arbitration section of this agreement, unless state law requires otherwise, the parties expressly agree that jurisdiction and venue for any actions under or pursuant to this Agreement shall be solely in any state court Riverside County, California, or if the suit or action is brought or removed to federal court, the U.S. District Court, Monmouth County of New Jersey.

29. Miscellaneous

The terms and conditions hereof shall be governed by and construed in accordance with the laws of the State of New Jersey without resort to its conflicts of laws. The invalidity, in whole or in part, of any term or condition hereof shall not affect the validity of the remainder hereof. The failure of either ADI or You to enforce at any time any of the terms and conditions hereof shall not constitute or be construed to be a waiver of such terms and conditions or of the right of such party thereafter to enforce any such terms and conditions. You are solely responsible for complying with any orders, rules, and regulations of the Federal Communication Commission, or any other federal, state or local governmental authority, applicable to the purchase, installation, and operation of Product.

Except as expressly provided herein, the terms and conditions hereof are for the benefit of ADI and You and no other party. This Agreement constitutes the final and entire agreement between You and ADI and supersedes any prior agreements, written or oral. There are no other agreements written or oral. ADI has made no representation, warranty, or covenant not contained in this Agreement. Further, no amendment, modification, or waiver of, or supplement to, this Agreement shall be effective, unless it is in writing. ADI may send You written notification of any modification, amendment or supplement to this Agreement and You will have sixty (60) days from the date of such written notification to object in writing to such modification, amendment or supplement, in which case ADI will have the right to either terminate this Agreement or allow this Agreement to continue without the proposed modification, amendment or supplement. Failure to object to any modification, amendment or supplement in writing will constitute Your acceptance of such modification, amendment or supplement. The agreements made herein may not be modified, supplemented, or changed in whole or in part by any waiver (other than a written waiver signed by the party to be charged), oral representation, or course of dealing. The terms and conditions of this Agreement shall govern notwithstanding any inconsistent or document submitted by You.

By clicking acceptance icon below you acknowledge that you have read the TERMS AND CONDITIONS OF AGREEMENT FOR ILOCATE GPS SYSTEM in its entirety and fully understand its content and acknowledge receipt thereof. You also understand the terms and conditions and your obligations under the TERMS AND CONDITIONS OF AGREEMENT FOR ILOCATE GPS SYSTEM, and further understand that it is not insurance and does not provide Physical Damage or Automobile Liability Insurance coverage, and is not required in order to purchase or obtain financing for the vehicle and that your acceptance is strictly voluntary.

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OF AGREEMENT FOR WOLFTRAXS GPS SYSTEM AND
PROCEED TO SITE