



UniTracking VTU Individual Consumer Service Agreement

255 Newport Drive Suite 199
Port Moody BC
Canada, V3H 5H1

For activation, fax completed signed document to 604.939.1267 or toll free 1.888.800.2030

<input checked="" type="checkbox"/> New Account <input type="checkbox"/> Account Change		Date: Month/Day/Year ____ / ____ / ____		Enter the 10 digit unit serial number into the box below. The serial number can be found on the UniTracking box or on the unit <div style="border: 1px solid black; width: 100px; height: 20px; margin: 5px auto;"></div>			
Company Name:			Daytime Contact Number:		Evening Contact Number:		
Attention:			Cellular Contact Number:		Cellular Provider:		
Billing Address:			Drivers Lic #:		Driver Lic State/Prov:		
City:							
E-Mail Address:							
State / Province:		Zip / Postal Code:					
Year:	Vehicle Make:	Model:	Vehicle Color:	License Plate Number	State / Prov:		
17 DIGIT VIN (VEHICLE IDENTIFICATION NUMBER)			<div style="border: 1px solid black; width: 100%; height: 20px;"></div>				
<u>Credit Card Type:</u> <input type="checkbox"/> Visa <input type="checkbox"/> MasterCard		Credit Card Number		Expire Date: <div style="border: 1px solid black; width: 40px; height: 20px;"></div>	Name on Credit Card:		3/ 4 Digit Code on back of Card <div style="border: 1px solid black; width: 40px; height: 20px;"></div>

Section 1 *Subscription Plans are Pre-Paid and valid for 12 months. All pricing quoted in US funds.*

Plan Name	Select Plan	Transactions Included	Service Description	Price
Annual Network Connection Per Unit	<input checked="" type="checkbox"/>	24	Includes activation of the tracking unit , 12 Months network connection Internet Access and the first 24 transactions or locate requests. Optional transactions can be purchased below.	Included
Theft Recovery Option	<input type="checkbox"/>	30 minutes	12 month Theft Recovery Option includes 30 minutes access to our 24 hour live call center for tracking and recovery in the event of vehicle or asset theft, unlocking of vehicle doors, and verbal location confirmation.	\$60.00

Section 2 *Optional add on Airtime Plan Selections*

Consumer	Select Plan	Transactions	Service Description	Price
Consumer 25	<input type="checkbox"/>	25	25 transactions valid for 12 months.	\$19.95
Consumer 50	<input type="checkbox"/>	50	50 transactions valid for 12 months.	\$39.95
Consumer 100	<input type="checkbox"/>	100	100 transactions valid for 12 months.	\$79.95
Consumer 150	<input type="checkbox"/>	150	150 transactions valid for 12 months.	\$110.00
Consumer 200	<input type="checkbox"/>	200	200 transactions valid for 12 months.	\$145.00
Consumer 300	<input type="checkbox"/>	300	300 transactions valid for 12 months.	\$210.00
Consumer 600	<input type="checkbox"/>	600	600 transactions valid for 12 months.	\$419.00

Section 3 *Annual Subscription Renewal Per Unit*

Annual Renewal	Select Plan	Transactions	Service Description	Price
Annual Renewal	<input type="checkbox"/>	24	Annual Network Connection Renewal after first 12 months. Includes 12 months of network connection and the first 24 transactions. This is required after the first year and subsequent years to renew your subscription.	\$49.00

All location, command and alert functions count as one "transaction". Each "transaction" is defined as a communication to and from the vehicle, or a vehicle-originated communication to the customer. By signing this Agreement, I certify that I am authorized to execute this Agreement either as the vehicle registered owner or the owner's agent for the company and vehicle listed above. I understand and agree that the company and or person signing this agreement will be responsible for and will guarantee payment and performance under the terms of this "Agreement". Note: Credit cards listed on this agreement will be considered pre authorized for and used for payment of services as outlined on this agreement. This document must contain both the card holders signature and vehicle owners signature. **Additional special customized plans are available, please contact UniTracking Corporate.**

UniTracking's End-User Terms and Conditions

1. Acceptance of Terms:

Welcome to the UniTracking service provided by UniTracking VTU Industries Inc. ("UniTracking"), and associated partners. This service is provided to you subject to the following Terms and Conditions ("T&C"). UniTracking may change or update the T&C from time to time without notice to you. UniTracking is only willing to provide the service to you upon these T&C and your activation of the service will signify your agreement to be bound by these T&C. In addition, when using particular UniTracking provided services, you shall be subject to any posted guidelines or rules applicable to such services that may be posted from time to time.

2. Description of Service(s):

In consideration of service use fees, the Service currently allows users to: (i) locate; (ii) control; and (iii) receive notifications about assets that have been fitted with particular service compatible devices (the "Service"). Unless explicitly stated otherwise, any new features that augment or enhance the Service, including the release of new UniTracking Services, shall be subject to the T&C. You understand and agree that the Service is provided "AS-IS" and that UniTracking assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings.

In order to use the Service, you or the third-party who sold you your UniTracking enabled device must pay Service use fees (some products include the applicable fees in their sales price) in order for you to register for the Service. Service fees are pre-paid for set terms (usually one year) and your cancellation prior to the end of a term will not entitle you to a refund of any pre-paid fees.

The Service is not available everywhere and may be subject to signal limitations based on topography, buildings and atmospheric conditions. To the extent such limitations occur, UniTracking will not be responsible for any resulting interruption in the Service or for any damages whatsoever.

You must have access to the Internet to use, or access, all of the features of the Service. You are responsible for paying any service fees associated with such access. In addition, you must provide all equipment necessary to make such connection to the World Wide Web.

3. Your Registration Obligations:

In consideration of your use of the Service, you agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Service's registration form (such information being the "Registration Data"); (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete; and (c) if applicable, provide appropriate notification messages for any event notifications that you set-up on the Service. If you provide any information that is untrue, inaccurate, not current or incomplete, or UniTracking has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, UniTracking has the right to suspend your account and refuse any and all current or future use of the Service (or any portion thereof) until such time as your Registration Data can be verified.

4. UniTracking Privacy Policy:

Registration Data and certain other information about you is subject to our Privacy Policy. The UniTracking Privacy Policy covers UniTracking's treatment of personally identifiable information that UniTracking collects when you use the UniTracking services. This policy also covers UniTracking's treatment of any personally identifiable information that UniTracking's business partners share with UniTracking. This policy does not apply to the practices of companies that UniTracking does not own or control, or to people that UniTracking does not employ or manage.

5. Information Sharing & Disclosure:

UniTracking or UniTracking will not sell or rent your personally identifiable information to anyone without your permission. Established security and confidentiality guidelines have been put in place to ensure your confidentiality. UniTracking and or UniTracking will send personally identifiable information about you to other companies or people only when:

- We have your consent to share the information.
- We need to share your information to provide the product or service you have requested.
- We need to send the information to companies who work on behalf of UniTracking to provide a product or service to you.
- We are required to respond to subpoenas, court orders or legal process.

6. Member Account, Password & 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 understand that a person or entity with knowledge of your password and account may be able to track and/or control your assets connected to the service. You agree to (a) immediately notify UniTracking or UniTracking 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. UniTracking and UniTracking cannot and will not be liable for any loss or damage of any nature arising from your failure to comply with this Section 6.

7. Customer Conduct:

You agree to not use the UniTracking Service to:

Transmit any content, including but not limited to notification messages, that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;

Harm minors in any way;

Transmit any content that you do not have a right to transmit under any law or under contractual or fiduciary relationships;

Interfere 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;

Intentionally or unintentionally violate any applicable local, state, national or international law;

Harass or 'stalk' another UniTracking user.

UniTracking and its designees shall have the right (but not the obligation) in their sole discretion to refuse or remove any notification messages available via the Service. 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. You acknowledge that you may not rely on any content created by UniTracking or submitted to the Service.

You acknowledge and agree that UniTracking may preserve content and may also disclose content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to:

- (a) comply with legal process;
- (b) enforce the T&C;
- (c) respond to claims that any content violates the rights of third-parties;
- (d) protect the rights, property, or personal safety of UniTracking, its users and the public.

You understand that the technical processing and transmission of the Service, including your notifications, commands and the location of your assets, may involve:

(a) transmissions over various networks; and

(b) changes to conform and adapt to technical requirements of connecting networks or devices.

8. Indemnity:

You agree to indemnify and hold UniTracking, and UniTracking and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of: notifications you submit for transmission through the Service; your use of the Service to control your asset(s); your connection to the Service; your violation of the T&C; or your violation of any rights of another.

9. No Resale of Service:

You agree not to reproduce, duplicate, copy, sell, resell or exploit for a commercial purposes, any portion of the Service, use of the Service, or access to the Service, without the sole written consent of UniTracking.

10. General Practices Regarding Use & Storage:

You acknowledge that UniTracking may establish general practices and limits concerning use of the Service, including without limitation 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 UniTracking has no responsibility or liability for the deletion or failure to store any notifications and other communications or other content maintained or transmitted by the Service. You acknowledge that UniTracking reserves the right to log off accounts for which Service use fees are not timely paid. You further acknowledge that UniTracking reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

11. Modifications to Service:

UniTracking reserves the right at any time and from time to time to modify or

temporarily suspend the Service (or any part thereof) with or without notice. You agree that UniTracking shall not be liable to you or to any third party for any modification or suspension of the Service.

12. Termination:

You agree that UniTracking and or Unitracking at its sole discretion, may terminate your password, account (or any part thereof) or use of the Service, and remove and discard any content within the Service, if Service use fees are not timely paid or if UniTracking believes that you have violated or acted inconsistently with the letter or spirit of the T&C. You agree that any termination of your access to the Service under any provision of this T&C may be effected without prior notice, and acknowledge and agree that UniTracking may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Service. Further, you agree that UniTracking shall not be liable to you or any third-party for any termination of your access to the Service according to the T&C.

13. Dealings with Advertisers:

Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. You agree that UniTracking shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Service.

14. Links:

The Service may provide, or third parties may provide, links to other Internet and/or mobile sites or resources. Because UniTracking has no control over such sites and resources, you acknowledge and agree that UniTracking 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 UniTracking 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.

15. UniTracking'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 advertisers is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by UniTracking or advertisers, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Service or Software, in whole or in part.

16. 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. UNITRACKING EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- b) UNITRACKING MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.
- c) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM UNITRACKING OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE T&C.

17. Limitation of Liability:

YOU EXPRESSLY UNDERSTAND AND AGREE THAT UNITRACKING SHALL NOT BE LIABLE FOR ANY 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 UNITRACKING 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.

TO THE EXTENT POSSIBLE UNDER APPLICABLE LAW, UNITRACKING'S DIRECT DAMAGES FOR ITS BREACH OF ANY OBLIGATIONS UNDER THE T&C SHALL BE ABSOLUTELY LIMITED TO THE AMOUNT OF FEES PAID BY YOU FOR THE SERVICE.

18. Exclusions & Limitations:

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 16 AND 17 MAY NOT APPLY TO YOU.

19. Trademarks:

UniTracking, the UniTracking logo, service marks, and other UniTracking logos and product and service names are trademarks and service marks of UniTracking Inc. Without UniTracking's prior permission, you agree not to display or use in any manner, the UniTracking trademarks and service marks.

20. General Information:

The T&C constitutes the entire agreement between you and UniTracking and governs your use of the Service, superceding any prior agreements between you and UniTracking. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content or third-party software. The T&C and the relationship between you and UniTracking shall be governed by the laws of the State of California without regard to its conflict of law provisions. You and UniTracking agree to submit to the personal and exclusive jurisdiction of the courts located within the county of San Francisco, California.

The failure of UniTracking to exercise or enforce any right or provision of the T&C shall not constitute a waiver of such right or provision. If any provision of the T&C 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 T&C remain in full force and effect. 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 T&C must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Unless the customer consents in writing or disclosure is pursuant to a legal power, all information kept by UniTracking, is considered as confidential and may not be released by UniTracking to anyone other than the customer or a person, who in the reasonable Judgment of UniTracking is acting as an agent for the customer.

The customer agrees that security protocols are in place to ensure confidentiality of all information and business dealing with customer and UniTracking, its affiliates, partners, employees and agents.

In order to provide secure service to customer, UniTracking reserved the right to establish identity before proceeding with any transaction. This may include identifiable usernames, personal information, and anything available prior to commencement of business or discussion of account.

I acknowledge that I have read, understand and accept the terms contained herein:

Credit Card Holder Authorized Signature: X _____	Date:	Authorized Company Signature: X _____
Name (Please Print):		Name (Please Print):
UniTracking Dealer / Installer Name:		UniTracking Dealer / Installer # :

Vehicle Integration Checklist Worksheet Menu for Installer

Do you currently have an existing vehicle alarm installed on your Vehicle ?

YES No Unknown

Do you currently have an ignition immobilizer system installed in your vehicle.

YES No Unknown

Please indicate the alarm manufacture if known: _____

Please indicate the immobilizer manufacture if known: _____

Basic Installation for tracking only

Connect unit for tracking capability only.

Additional Control functions available and requested to be installed by equipment installer:

- Theft Alarm integration for notification of security threat ** (Requires integration with vehicle alarm)
- Remote Door Lock Capability ** (Requires integration with vehicle locking system)
- Remote Door Unlock Capability ** (Requires integration with vehicle locking system)
- Starter Interrupt Disable** (Requires integration with vehicle starter)

Installer Supplied Products

- Remote Starter Module **
- Aftermarket Alarm System **

Unit Installed

- UTK- V120- TOVP
- UTK-V220-4AA
- UTK-V320-WSD
- UTK-V420-FFU

Serial # _____
Serial # _____
Serial # _____
Serial # _____
Serial # _____
Serial # _____
Serial # _____

** (May require optional equipment or electronic relays, alarm system, or remote starter supplied by installer)

Please indicate where the unit is installed in the vehicle: _____

**Note to Installer: Please fax this page back to UniTracking when Installation is complete.
Fax Toll Free to 1-888-800-2030**