

**THIS MUST BE AGREED TO BEFORE DOWNLOADING THE
APP OR USING THE WEB BASED SERVICES**

**An ACCEPT button should be present where the customer is
required to review & positively assent to the agreement.**

License and Service Agreement for TRiLOC™ Location Based Services

THIS LICENSE AND SERVICE AGREEMENT FOR TRiLOC LOCATION BASED SERVICES (“AGREEMENT”) PROVIDES YOU WITH IMPORTANT INFORMATION ABOUT THE SERVICE PLAN, YOUR RIGHTS, OUR LIMITS OF LIABILITY OTHER VERY IMPORTANT ISSUES. READ THIS AGREEMENT CAREFULLY BEFORE USING THE TRiLOC PRODUCT, USING TRiLOC’S SOFTWARE, INSTALLING TRiLOC’S APP, USING TRiLOC’S WEBSITE OR SUBSCRIBING TO TRiLOC’S SERVICES (together referred to as “TRiLOC’S LOCATION BASED SERVICES”).

YOU AS THE SUBSCRIBER (“You”, “you”, “your” or “Buyer”) HEREBY AGREE TO AND ACCEPT TO BE BOUND BY THIS AGREEMENT BY USING ANY OF TRiLOC’S LOCATION BASED SERVICES. YOU MAY NOT USE ANY OF TRiLOC’S LOCATION BASED SERVICES IF YOU DO NOT AGREE WITH ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THIS AGREEMENT, IN WHICH CASE (“You”, “you”, “your” or “Buyer”) SHALL REFER TO SUCH ENTITY.

USE OF THE PRODUCT SHALL ALSO BE GOVERNED BY:

- **GENERAL TERMS AND CONDITIONS OF SALE www.iloctech.com/generalterms**
- **TRiLOC’S TERMS OF USE www.iloctech.com/termsfuse**
- **TRiLOC’S PRIVACY POLICY www.iloctech.com/privacy**
- **AND OTHER DOCUMENTS PROVIDED BY TRiLOC ON ITS WEBSITE FROM TIME TO TIME.**

YOU SHOULD REVIEW, FROM TIME TO TIME, THE THEN-CURRENT VERSIONS OF THE ABOVE AGREEMENTS PROVIDED ON OUR WEBSITE.

Definitions

For the purposes of this Agreement (also referred to as “License”), the following words shall have the meanings assigned to them below:

“App” or “Application” shall refer to any and all TRiLOC applications, also called “TRiLOC App”.

"*Confidential Information*" means all know-how, designs, drawings, pricing information, specifications and other information, whether or not reduced to writing, relating to: (a) the design, manufacture, use, marketing and service of any Products of TRiLOC; (b) information comprising TRiLOC's trade secrets or relating to the business of TRiLOC that may be divulged to you that is not generally known to the public; (c) data and source code of the Software; (d) marketing; and (e) other sensitive information relating to TRiLOC, the Products, the Software or the Service that is not generally known to the public.

"*Location Based Services*" shall refer to all or any of the following TRiLOC's tools that may enable the ability to locate and/or track a TRiLOC device (with a valid Service plan), namely: (i) Software; (ii) Application for smartphone or other mobile device; (iii) the Services; and (iii) TRiLOC's Website.

"*Product(s)*" shall refer to any and all: (i) hardware devices, including without limitation TRiLOC personal location device(s); (ii) accompanying items and accessories; and (iii) TRiLOC hardware devices, items or accessories containing pre-installed software.

"*Service(s)*" shall refer to the service provided through TRiLOC or its supplier's network and other services you subscribe to or purchase from TRiLOC (or a TRiLOC distributor/dealer), including without limitation, a service giving the ability for you to logon to and/or manage your account via: (a) the TRiLOC website; (b) a TRiLOC App for any smartphone or other device; or (c) any other method that enables you to locate and/or track a TRiLOC device.

"*Service Fees*" shall refer to all charges, fees, penalties, interest and other costs invoiced by TRiLOC for any TRiLOC Product or Service.

"*SMS Messages*" shall refer to text messages sent by TRiLOC to your mobile phone number that you provide to TRiLOC when registering your Account.

"*Software*" shall refer to TRiLOC software for use from or downloaded on your computer, smartphone or other device that enables you to (a) access your Account; and/or (b) locate and/or track a TRiLOC device, with an active and valid Service plan.

"*Specifications*" means only the detailed specifications or descriptions of the Products as provided by TRiLOC.

"*TRiLOC*", "we" and "us" shall refer to iLOC Technologies Inc. No distributor or dealer is authorized to or may bind TRiLOC in any manner whatsoever, and may not modify this Agreement in any way without the express written consent of an authorized representative of TRiLOC.

"*TRiLOC App*" shall refer to any application designed by TRiLOC for use on a smartphone, tablet or other mobile device (as specified on the TRiLOC Website").

"*Website*" shall refer to TRiLOC's website located at www.ilocotech.com.

This Agreement describes your rights to access and use TRiLOC Location Based Services, whether it be from TRiLOC's Website, a downloadable TRiLOC App, and whether hosted by you or TRiLOC. The Location Based Services are provided to you on the condition that your use abides at all times by the

terms and conditions of this Agreement (together with the other agreements referred to above) and your respective use shall evidence your agreement to abide by the terms and conditions of this Agreement (together with the other agreements referred to above). You hereby agree that you are using the Services for lawful personal use and not for any commercial use.

By entering into this Agreement, you:

- authorize TRiLOC to obtain information about your credit history and agree that TRiLOC may share such information with its subsidiaries and affiliates, as needed;
- accept all provisions of the Agreement and understand that the Services do not provide guaranteed results;
- agree to inform all person(s) whose location you wish to track in accordance with these terms and you warrant to TRiLOC that you can lawfully and do provide consent for such use on behalf of such person(s). Any other uses of the Location Based Services are not authorized by TRiLOC and are undertaken at your own risk.
- agree to cause all persons who use Services under your account or with your authorization to comply with the Agreement;
- acknowledge that the acts or omissions of all persons who use Services under your account or with your authorization will be treated for all purposes as your acts or omissions;
- acknowledge that the Product and Service is not a medical device, not a life saving device and are to be considered a back-up device to any recommended practice. It does not replace common sense.
- acknowledge that you have received and had the opportunity to review a copy of the Agreement;
- agree that you will: (a) follow all instructions for the Product, (b) inspect the Product for damage daily, (c) not expose the Product to extreme temperatures or conditions, and (d) test and charge the Product each day before use;
- confirm that the information you have provided to TRiLOC is up-to-date and accurate; and
- agree to notify TRiLOC of any change in your information.

A. Limited License Grant

Provided all Product fees and Service Fees are paid, your account is not overdue and you abide by all terms and conditions herein, TRiLOC grants you a non-exclusive limited license to (a) use the TRiLOC Product, (b) subscribe to the Service, (c) use the Software in accordance with this Agreement, and (d) use the Service to locate your TRiLOC Product in accordance with the terms of this Agreement. Any supplemental software codes or supporting materials provided to you as part of support services provided by TRiLOC shall be subject to the terms and conditions of this License. You may not: 1) Use the TRiLOC Product, Service, Software or Website other than as permitted by this License; 2) reverse engineer, decompile, or disassemble the TRiLOC Product or any Software; 3) modify the TRiLOC Product, Software, or Website; (4) merge or use the TRiLOC Product, Service, Software, or Website with any other product or program; (5) use the Service without paying the Service Fees; or 6) use the TRiLOC Product, Service, Software, or Website to locate any person who has not consented to having his or her location or asset(s) to be monitored or located by you.

The Software enables you to use your TRiLOC Product. The Software is licensed, not sold or given, to you by TRiLOC for use only under the terms of this License, and TRiLOC reserves all rights not expressly granted to you. The rights granted under the terms of this License include any software upgrades that replace and/or supplement the original Software, unless such upgrade contains a separate license. We do not warrant that the Software is free of defects or that defects in the Software will be corrected.

Use of the Service requires authentic TRiLOC devices, Internet access, and Software; may require periodic updates; and may be affected by the performance of these factors. High-speed Internet access is strongly recommended for regular use. The latest version of required Software is recommended to access the Service and may be required for certain features and/or downloads. You agree that meeting these requirements, which may change from time to time, is your responsibility. The Service is not part of any other product or offering, and no purchase or obtaining of any other product shall be construed to represent or guarantee you access to the Service.

We reserve the right, without notice, to limit, suspend or end your Service or any license or agreement with you for any good cause, including, but not limited to, if you: (a) breach any part of this agreement; (b) use your device for any unlawful, illegal or unauthorized purpose, including without limitation, use that violates trade and/or economic sanctions and prohibitions promulgated by any U.S. or other governmental agency; (c) install, deploy or use your device in a way which could bring harm to the reputation of TRiLOC even if such use is legal; (d) steal from or lie to us; (e) provide credit information that cannot be readily verified; (f) are unable to pay for any Service or Product, or go bankrupt; (g) threaten, harass, or use vulgar and/or inappropriate language toward our representatives; (h) interfere with our operations or business opportunities; or (i) modify your TRiLOC Product in any way. We can also temporarily limit your service for any operational or governmental reason.

B. Responsibility of Use

You hereby acknowledge that you have the responsibility to conform to and comply with any and all applicable federal, provincial, state and/or local laws that apply to your use of the TRiLOC Product and/or Services. You further acknowledge that you are aware that GPS tracking laws vary by country, state and province and it is your sole responsibility to educate yourself on the federal, state, provincial or local laws that govern your use. If you are not aware of these laws, you should consider hiring an attorney to advise on acceptable use in your jurisdiction.

TRiLOC has the right, but not the obligation, to monitor your activity and/or investigate any reported or apparent violation of this Agreement, and to take any action that it in its sole discretion deems appropriate, including, without limitation, termination hereunder.

Under absolutely NO circumstances shall TRiLOC or any affiliate of TRiLOC be held liable for any direct, indirect, direct, special, consequential or incidental damages, resulting from your inability to use or your misuse of the TRiLOC product. By purchasing and/or using the TRiLOC product, you represent that you will use the product acquired in a responsible and lawful manner, and will not violate any laws or individual's rights.

C. Service Terms and Conditions

These Service terms and conditions form part of this Agreement. Your Service includes monthly allowances and features, areas where you can use the Product (your "Coverage Area"), and applicable charges. Our Service may be limited to the native network of the carrier we use. If offered by TRiLOC, you may also subscribe to optional services, including without limitation, international roaming (at additional charge). Together, your plan and any optional services you select form part of your Service. Additional terms and conditions for your Service and use of the Product can be found online at: www.iloctech.com/termsfuse.

As a registered user of the Service, you may establish an account ("Account"). Don't reveal your Account information to anyone else. You are solely responsible for maintaining the confidentiality and security of your Account and for all activities that occur on or through your Account, and you agree to immediately notify TRiLOC of any security breach of your Account. TRiLOC shall not be responsible for any losses arising out of the unauthorized use of your Account.

You agree to provide accurate and complete information when you register with, and as you use, the Service ("Registration Data"), and you agree to update your Registration Data to keep it accurate and complete. You agree that TRiLOC may store and use the Registration Data you provide for use in

maintaining and billing fees to your Account.

D. Intellectual Property

You agree that the Service, Products, graphics, user interface and the scripts and software used to implement the Service, contains proprietary information and material that is owned by TRiLOC and/or its licensors, and is protected by applicable intellectual property and other laws, including but not limited to patent and copyright. You agree that you will not use such proprietary information or materials in any way whatsoever except for use of the Service in compliance with this Agreement. No portion of the Service may be reproduced in any form or by any means, except as expressly permitted in these terms. You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the Service in any manner, and you shall not exploit the Service or any Product in any unauthorized way whatsoever, including, but not limited to, by trespass or burdening network capacity.

Notwithstanding any other provision of this Agreement, in the event of your failure to respect the intellectual property rights of TRiLOC and/or its licensors, TRiLOC reserves the right to immediately suspend or terminate your access to any Product or Service, content, or other materials comprising a part of the Service without notice. In no event will TRiLOC be liable for making these changes. TRiLOC may also impose limits on the use of or access to certain features or portions of the Service, in any case and without notice or liability.

All copyrights in and to the Service and Software are owned by TRiLOC and/or its licensors, who reserve all their rights in law and equity. THE USE OF THE SOFTWARE OR ANY PART OF THE SERVICE, EXCEPT FOR USE OF THE SERVICE AS PERMITTED IN THIS AGREEMENT, IS STRICTLY PROHIBITED AND INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF TRiLOC AND OTHERS AND MAY SUBJECT YOU TO CIVIL AND CRIMINAL PENALTIES, INCLUDING POSSIBLE MONETARY DAMAGES, FOR COPYRIGHT INFRINGEMENT.

TRiLOC trademarks, service marks, graphics, brand concepts, logos and designs ("Marks") used in connection with the Service are intellectual property assets, registered or otherwise or used under license by TRiLOC and may not be displayed or used by you in any manner for commercial purposes or copied in any manner for any purpose without the express prior written permission of TRiLOC's legal department. Other trademarks, service marks, graphics, and logos used in connection with the Service or Product may be the trademarks of their respective owners.

E. How Do I Accept This Agreement?

You accept this Agreement (together with the other agreements referred to above) by either:

- Opening the package that contains a TRiLOC product; or
- Activating or using a TRiLOC product; or
- Agreeing electronically on the Website, in writing, by email, over the phone or in person to any Service offered by TRiLOC.

By accepting, you are representing that you are at least 18 years old and are legally able to accept an agreement. If you are accepting for a company, organization or other legal entity ("Organization"), you are representing that you are authorized to bind that Organization, and where the context requires, "you" means the Organization. By accepting you are agreeing to every provision of this Agreement whether or not you have to read it.

F. Service Plan and Cancellation of Service Plan

If you have purchased a multi-month plan (a "Service Plan") together with your TRiLOC Product, (a "Bundle" or "Bundle Service Plan"), you may cancel your Service Plan within fourteen (14) days of purchase (the "Refund Period") and receive a refund, but you must continue to pay TRiLOC's standard billing rate for domestic or international service the entire first month of service. **NO REFUNDS OF BUNDLE SERVICE PLANS WILL BE GRANTED AFTER 14 DAYS.** To cancel, you must advise us in writing within the Refund Period.

G. Refunds of Product

In order to be eligible to receive a refund for the TRiLOC Product, you must return the device to us in its original condition with all of its accessories within thirty (30) days of purchase. We will deduct shipping and handling charges from your refund amount. Devices should be returned to the corporate address listed on our website, care of *Customer Service*.

PLEASE NOTE: If you return your device, you are required to deactivate your service. Simply returning your device does not automatically deactivate your service. To learn how to deactivate your service, please visit www.iloctech.com/account

H. Billing: How Will I Be Billed for my Bundled Service Plan?

After you've purchased your Product, you must go to www.iloctech.com/account and click on the "Activate" link in order to create an account. You will be asked to fill in personal information, create an account with a password, and provide a valid credit card number (or banking information, if this option is offered by TRiLOC). Thereafter, your credit card (or bank account) will be charged each month for the agreed to amount during the contract term. After you have completed your contract term, you will automatically become a customer on a month-to-month basis unless you purchase a Multi-Month Service Plan ("MMSP"). If you become a month-to-month customer or purchase an MMSP, you will remain subject to all of the terms and conditions of this Agreement.

If you purchase a Bundle, you are agreeing to subscribe to TRiLOC service for the minimum contract term as shown on your invoice, receipt or order confirmation. **If you have purchased a Bundle Service Plan and later decide to cancel that plan during the contract term (but outside the Refund Period), or if we cancel it for good cause during its contract term, you will not receive a refund after the Refund Period.**

When you create your Account and provide a username and password, you agree to be responsible for all activities using your account. You are responsible to keep your account password secure and confidential.

I. Changes to this Agreement or Other Terms and Conditions

TRiLOC may change the terms of this Agreement or any other term of your Service at any time however we will first provide you with notice at the email address you have provided. If you use your Service or keep your account active for more than 7 days after receiving notice, that means you have accepted the change. If you do not accept the change and wish to discontinue your Service, you must advise us in writing within 7 days of receiving the notice of the change.

J. Nature of Wireless Devices

TRiLOC wireless devices comply with Industry Canada regulations and Federal Communications Commission regulations. Please be aware that we may change your wireless device's software, applications or programming remotely, without notice. This could affect your stored data, or how you've programmed or how you use your wireless device. By activating a Service that uses a SIM (Subscriber Identity Module) card, you agree we own the intellectual property and software in the SIM card; that we may change the software or other data in the SIM card remotely and without notice; and we may utilize any capacity in the SIM card for administrative, network, business and/or commercial purposes.

While your TRiLOC Product does provide limited voice capability, you hereby understand that the TRiLOC Product is not the same as a cell phone and does not operate as effectively as or replace a cell/mobile phone. You also understand that use of the voice capability will consume extra battery power and additional charges may apply as provided in your service plan, including without limitation, data and roaming charges.

K. SOS Button and SMS Messages

The SOS button on your TRiLOC Product is designed to instantly notify a person, such as a caregiver, of the concerned person. We ask that you only program the phone number of a person who has been advised and who authorizes you to use their phone number. You should not program the phone number

of local police stations or other emergency services, unless they have given you written authorization to do so.

You may be subscribed for SMS Messages where TRiLOC may send you text message alerts. If subscribed, such text message alerts will form part of the Services.

L. Where and How Do Global Positioning Services (“GPS”) Products Work?

Wireless GPS devices use radio transmissions to convey the GPS data to a computer or wireless device. This means that if your TRiLOC Product isn't in range of a cell tower, the device won't be able to properly transmit the GPS data. However, the device may still be collecting and storing GPS information from network satellites, so once the TRiLOC product comes back into cell range the stored data may automatically upload the on your account. Please be aware that even within your Coverage Area, many things can affect the availability and quality of your device's ability to communicate with you, including without limitation, network capacity, environmental conditions (such as structures, buildings, terrain, weather, foliage, geography, landscape and topography), available data, atmospheric conditions and other factors associated with the use of wireless networks, satellites and satellite data. By entering into this agreement, you acknowledge the results you may obtain, including but not limited to the maps, and requested locations or messaging, may not be accurate, timely or reliable. As a result, you should not consider the TRiLOC device as an alternative to or replacing your current and/or traditional means of locating. Also, the maps are provided by a third party that may contain inaccurate and incomplete data and do not reflect road closures or road conditions, traffic congestion, weather conditions or other factors that may affect safety or timing. Therefore, do not use the device for any purpose requiring precise measurement of direction, distance, location or topography.

The GPS is operated by the United States government which is solely responsible for its accuracy and maintenance. The government's system is subject to changes which could affect the accuracy and performance of all GPS devices, including the TRiLOC Product. Although the TRiLOC Product is intended to provide accurate data, it can be misused or misinterpreted and therefore become unsafe.

It is very important to understand that if you are subscribed for location-enabling location based services (“LBS”), TRiLOC has no control over whether your TRiLOC Product will use LBS, GPS or other available service to communicate. The device will automatically use the best available means to communicate. If you have a limited number of LBS positions, you hereby agree to be charged based on your service plan for any excess, anytime the device uses LBS.

M. How Location Based Information is Used and Your Consent

TRiLOC does not provide any warranty or assurance that the location based information that is obtained from your use of the TRiLOC Product and/or Service (“Information”) is protected. Therefore you must appreciate this before deciding to use the Service and Product. You hereby consent that TRiLOC and any supplier, provider, affiliate or subsidiary of TRiLOC may use such Information to better understand our customer's needs, better support the Products, improve the Products, correct any bug and/or deficiency, or other similar use. TRiLOC works with third party Location-Based-Service providers and wireless providers who may have access to the Information and TRiLOC may share the Information with such providers without requiring any further consent by you. The retention period of the Information and storage of the Information is limited to thirty (30) days and may be changed at TRiLOC's sole discretion and without notification. TRiLOC does not provide any assurance that you will be able to retrieve past information. You hereby consent to TRiLOC's use or disclosure of the Information as provided for above. If at any time you wish to revoke such consent or opt-out (thereby cancelling your Service), you must contact TRiLOC in writing. To obtain a refund, such notification must be received within the Refund Period.

N. Can I Suspend My Service?

No. You will be billed in consecutive months for the duration of their contract term.

O. Charges, Account and Payment Information

You agree to pay all access, usage and other charges that you or the user of your TRiLOC device incurred. We set these charges (and these charges are not taxes). They are not required by law, they are not necessarily related to anything the government does, they are kept by us in whole or in part, and the amounts may change.

You agree that you will pay for all Products and Services you purchase and that TRiLOC may charge your payment method for any products purchased and for any additional amounts (including any taxes and late fees, as applicable) that may be accrued by or in connection with your Account. YOU ARE RESPONSIBLE FOR THE TIMELY PAYMENT OF ALL FEES AND FOR PROVIDING TRiLOC WITH A VALID PAYMENT METHOD FOR PAYMENT OF ALL FEES. Charges will commence on the date of the initial activation of the Service. Unless otherwise agreed by TRiLOC, we will bill you monthly and you are liable for all charges to your account. Such charges are due and payable in full from the date of your invoice or statement. Delinquent accounts will be subject to a late payment charge of 2% per month, calculated and compounded monthly (26.82% per year). You agree that we may charge any unpaid or outstanding amounts, including any late payment charges, to your credit card, bank account or other payment method pre-authorized by you for payment of our charges. Any question about an invoice must be reported within 90 days from the date of the invoice.

Your total price will include the price of the Product plus any applicable sales tax; such sales tax is based on the bill-to address and the sales tax rate in effect at the time you order the Product.

All sales of products and services are final.

Prices for products offered via TRiLOC's website may change at any time, and the Service does not provide price protection or refunds in the event of a price reduction or promotional offering.

If a Product becomes unavailable following a transaction but prior to download, your sole remedy is a refund. If technical problems prevent or cause an unreasonably delay in the delivery of your product, your exclusive and sole remedy is either replacement or refund of the price paid, as determined by TRiLOC.

P. Electronic Purchases

Your use of the Software includes the ability to enter into agreements and/or to make transactions electronically. YOU ACKNOWLEDGE THAT YOUR ELECTRONIC SUBMISSIONS CONSTITUTE YOUR AGREEMENT AND INTENT TO BE BOUND BY AND TO PAY FOR SUCH AGREEMENTS AND TRANSACTIONS. YOUR AGREEMENT AND INTENT TO BE BOUND BY ELECTRONIC SUBMISSIONS APPLIES TO ALL RECORDS RELATING TO ALL TRANSACTIONS YOU ENTER INTO ON THE TRiLOC WEBSITE, APP OR ELSEWHERE, INCLUDING WITHOUT LIMITATION, NOTICES OF CANCELLATION, POLICIES, CONTRACTS, AND APPLICATIONS. In order to access and retain your electronic records, you may be required to have certain hardware and software, which is your sole responsibility.

TRiLOC is not responsible for typographic errors.

Q. What Are Roaming Charges?

Your Coverage Area will be defined in your contract. You are "roaming" whenever your device attempts to communicate a location point outside of the Coverage Area. If you are going to be leaving your Coverage Area and would like your device to roam internationally, please contact our customer service at 855-456-4562 so we can enable the roaming feature for you. **Please note that there will be higher monthly rates for roaming service.**

R. How and When Can I Dispute Charges?

YOU MAY CALL US TO DISPUTE CHARGES ON YOUR BILL OR ANY SERVICE FOR WHICH YOU WERE BILLED WITHIN 90 DAYS OF YOUR RECEIPT OF THE BILL.

(Not for Quebec or Manitoba): IF YOU WISH TO PRESERVE YOUR RIGHT TO BRING AN ARBITRATION OR SMALL CLAIMS CASE REGARDING SUCH DISPUTE, YOU MUST WRITE TO US

AT THE ADDRESS ON OUR WEBSITE (ATTENTION: CUSTOMER SERVICE), OR SEND AN EMAIL THROUGH THE "CONTACT US" LINK ON OUR WEBSITE, WITHIN 180-DAYS. IF YOU DO NOT NOTIFY US IN WRITING OF SUCH DISPUTE WITHIN THE 180-DAY PERIOD, YOU WILL HAVE WAIVED YOUR RIGHT TO DISPUTE THE BILL OR SUCH SERVICE(S) AND TO BRING AN ARBITRATION OR SMALL CLAIMS CASE REGARDING ANY SUCH DISPUTE.

S. TRiLOC's Right to Limit or End Service or End this Agreement?

TRiLOC reserves the right, without notice, to limit, suspend or end your Service or any license or agreement with you for any good cause, including, but not limited to, if you: (a) breach any part of this agreement; (b) use your device for any unlawful, illegal or unauthorized purpose, including without limitation, use that violates trade and/or economic sanctions and prohibitions promulgated by any U.S. or other governmental agency; (c) install, deploy or use your device in a way which could bring harm to the reputation of TRiLOC even if such use is legal; (d) steal from or lie to us; (e) provide credit information that cannot be readily verified; (f) are unable to pay for any Service or Product, or go bankrupt; (g) threaten, harass, or use vulgar and/or inappropriate language toward our representatives; (h) interfere with our operations or business opportunities; (i) exceed reasonable usage limits, as determined by us; (j) fraudulently or improperly seek to avoid payment to us; (k) modify your TRiLOC Product in any way; or (l) give us reasonable cause based on an extreme circumstance that would warrant such action. We can also temporarily limit your service for any operational or governmental reason.

T. Disclaimer of Warranties

TRiLOC WARRANTS THAT IT WILL PROVIDE THE SERVICE WITH REASONABLE CARE AND SKILL AND SUBSTANTIALLY IN ACCORDANCE WITH THIS AGREEMENT. EXCEPT AS PROVIDED HEREIN, TRiLOC MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ABOUT YOUR SERVICE, YOUR TRiLOC PRODUCT, OR ANY SOFTWARE OR APPLICATIONS YOU ACCESS THROUGH A COMPUTER, SMARTPHONE, TABLET OR OTHER MOBILE DEVICE. WE DO NOT WARRANT THAT YOUR TRiLOC PRODUCT WILL: (A) WORK PERFECTLY; (B) NOT NEED OCCASIONAL UPGRADES OR MODIFICATIONS; OR (C) NOT BE NEGATIVELY AFFECTED BY NETWORK-RELATED MODIFICATIONS, UPGRADES OR SIMILAR ACTIVITY. WE DO NOT WARRANT THAT YOUR SERVICE WILL BE: (A) UNINTERRUPTED OR ERROR-FREE; OR (B) FREE FROM LOSS, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING OR OTHER SECURITY INTRUSION. WE DO NOT WARRANT THAT YOU WILL RECEIVE ALL TEXT MESSAGES OR OTHER DATA IN A TIMELY MANNER. YOU AGREE THAT FROM TIME TO TIME, TRiLOC MAY REMOVE THE SERVICE FOR INDEFINITE PERIODS OF TIME, OR CANCEL THE SERVICE AT ANY TIME, WITHOUT NOTICE TO YOU.

Furthermore, you acknowledge and understand that the Services or access to the Services, may not function correctly, or at all, in the following circumstances: (a) if your Product fails, runs out of battery, is not configured correctly or does not meet TRiLOC requirements; (b) in the event of a network outage or extended power failure; (c) if you tamper with the Equipment; or (d) following suspension or termination of your Services or account.

Neither TRiLOC nor its affiliates, partners, licensors, dealers, representatives, suppliers and agents (and their respective employees, officers, directors, shareholders and representatives) are responsible or liable to you for any Software, content, Products or services provided to you or accessible by you through the Services, any charges incurred in connection with such Software, content, Products or services or anything that is or can be done with such Software, content, Products or services even if you are billed for such Software, content, Products or services. TRiLOC may limit the amount of Software, Products or services that you may purchase. All such Software, content, Products or services are accessed or transmitted solely at your own risk.

In no case shall TRiLOC, its directors, officers, employees, affiliates, agents, contractors or licensors be liable for any loss or damage caused by TRiLOC, its employees or agents where (a) there is no breach of a legal duty of care owed to you by TRiLOC or by any of its employees or agents; (b) such loss or

damage is not a reasonably foreseeable result of any such breach; or (c) any increase in loss or damage results from a breach by you of any term of this Agreement.

TRiLOC will not be liable for any loss of income, business or profits or for any loss or corruption of data in connection with your use of the Service. You agree that use of the Service is at your sole risk and TRiLOC hereby disclaims any and all liability to you for any loss or liability relating to such information in any way.

You hereby acknowledge that TRiLOC does not guarantee or warrant that the Service and/or the TRiLOC Product and/or any other equipment will avert or prevent occurrences or the consequences therefrom, which the Service and/or TRiLOC Product and/or other equipment are designed to detect or avert.

U. Waivers and Limitations of Liability

BY USING THE SERVICE AND/OR THE PRODUCT, YOU AGREE, TO THE EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD TRiLOC, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, AND LICENSORS HARMLESS WITH RESPECT TO ANY CLAIMS ARISING OUT OF YOUR BREACH OF THIS AGREEMENT, YOUR USE OF THE SERVICE, OR ANY ACTION TAKEN BY TRiLOC AS PART OF ITS INVESTIGATION OF A SUSPECTED VIOLATION OF THIS AGREEMENT OR OTHER INVESTIGATION REASONABLY REQUIRED. THIS MEANS THAT YOU CANNOT SUE OR RECOVER ANY DAMAGES FROM TRiLOC, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, AND LICENSORS AS A RESULT OF ITS DECISION TO REMOVE OR REFUSE TO PROCESS ANY INFORMATION OR CONTENT, TO WARN YOU, TO SUSPEND OR TERMINATE YOUR ACCESS TO THE SERVICE, OR TO TAKE ANY OTHER ACTION DURING THE INVESTIGATION OF A SUSPECTED VIOLATION OR AS A RESULT OF TRiLOC'S CONCLUSION THAT A VIOLATION OF THIS AGREEMENT HAS OCCURRED. THIS WAIVER AND INDEMNITY PROVISION APPLIES TO ALL VIOLATIONS DESCRIBED IN OR CONTEMPLATED BY THIS AGREEMENT.

You further agree TRiLOC is not responsible for problems caused by you or others, or by any act of God. You also agree that TRiLOC is not liable for any information that is deleted from or inaccurately portrayed on your account or device.

V. Privacy and Consent to Use your Data

We take your privacy very seriously. Please refer to our Privacy Policy which can be found at <http://www.iloctech.com/privacy/>. This Service is subject to TRiLOC's Privacy Policy and by using the Service, you agree to the terms described in the Privacy Policy.

You acknowledge and agree that the Software will provide TRiLOC with limited access to your computer system, smartphone or wireless device. Among other things, the Software will provide TRiLOC with information related to your historical locations and the performance of the device. You further acknowledge that information concerning the location of your TRiLOC Product may be used by TRiLOC and its licensors in support for trouble analysis procedures.

W. Emergency – Consent for Authorities

In the event of an emergency, such as the concerned person being missing, you hereby authorize TRiLOC to release any information and/or give access to the location software for your TRiLOC Product to local police, provincial police, state police or federal agency to assist in finding the concerned person. TRiLOC will first try to contact you to obtain your verbal consent, however if this is not readily available, you hereby release and discharge TRiLOC from any and all claims and actions relating to the release of your information or access to your TRiLOC Product.

X. How Do I Resolve Disputes with iLOC Technologies Inc.?

WE HOPE TO SATISFY YOUR EXPECTATIONS AND KEEP YOU HAPPY, BUT IF THERE'S AN ISSUE THAT WE CANNOT RESOLVE, THE SECTION BELOW OUTLINES WHAT'S EXPECTED OF BOTH OF US.

Y. Miscellaneous Provisions

This Agreement will be governed by and construed in accordance with the laws of the Province of Quebec, Canada, without giving effect to the conflict of law provisions of Quebec or your actual state, province or country of residence. If for any reason a court of competent jurisdiction finds any provision or portion of this Agreement to be unenforceable, the remainder of this Agreement will continue in full force and effect. Any disputes arising out of this Agreement shall be subject to the exclusive jurisdiction of the District of Montreal provided, however, that at TRiLOC's sole option, the parties may attempt to resolve any dispute that arises hereunder through mediation. If the parties are unable to resolve such dispute through mediation, then, at TRiLOC's option, the sole and exclusive means for resolution shall be through litigation in the jurisdiction described above.

Under no circumstances shall the United Nations Convention of Contracts for the International Sale of Goods apply to this Agreement. Stenographic and clerical errors, whether in mathematical computations or otherwise, made by TRiLOC on a proposal, order, acknowledgment or invoice issued to you shall be subject to correction. The remedies and rights reserved to TRiLOC herein shall be cumulative with, and in addition to, all other rights and remedies provided in law or equity.

This Agreement (together with the other agreements referred to above) constitute the entire agreement between you and TRiLOC with respect to the subject matter hereof and supercede and replace all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. Any waiver of any provision of this Agreement will be effective only if in writing and signed by TRiLOC. You may not assign this Agreement or any of your rights or duties under it without TRiLOC's permission, however, TRiLOC may assign this Agreement or any debt you owe, at any time by notifying you either on TRiLOC's legal terms section of its website or by sending you an email to the address you have provided.

Any notice sent to you will be considered received immediately if they are sent to any email or fax number you have provided, or after 3 days if TRiLOC mails the notice to your billing address. **If you need to send notices to TRiLOC, please send them to the corporate address on the TRiLOC Website.**

Z. Language

It is the express wish of the parties that this Agreement and all related documents be drawn up in English. Les parties confirment leur volonté que cette convention, de même tous les documents qui s'y rattachent, soient rédigés en langue Anglais.