

FindWhere Service End User License Agreement Last Updated: May 2009

1. What the Contract Covers. This is a contract ("Agreement") between you and FindWhere referenced in section 24. Sometimes FindWhere is referred to as "we," "us" or "our". This contract applies to any FindWhere software, product or service, including updates, that you use while this contract is in force. All of the software, products or services are referred to in this contract as the "service."

This contract may include wireless radio telecommunications services and related services and/or features between you and FindWhere, which is licensed to provide Service in the area associated with your assigned tracking Product, data and/or messaging Wireless Subscription(s) ("Simcard"). The term "Product" means wireless receiving and transmitting equipment that we have authorized to be programmed with the Wireless Subscription and any accessories. IF YOU USE THE SERVICE OR THE PRODUCT, YOU CONSENT TO THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, DO NOT USE THE SERVICE OR PRODUCT AND NOTIFY US IMMEDIATELY TO CANCEL SERVICE.

Please note that we do not provide warranties for the service. The contract also limits our liability. These terms are in sections 15 and 16 and we ask you to read them carefully.

2. When You May Use the Service. You may start using the service as soon as you have finished the sign-up process and accepted this End User License Agreement. You must be eighteen or over to register as a member of FindWhere or use the Service. Membership in the Service is void where prohibited. By using the Website, you represent and warrant that you have the right, authority, and capacity to enter into this Agreement and to abide by all of the terms and conditions of this Agreement.

3. How You May Use the Service. In using the service, you will:

- obey the law;
- obey any codes of conduct or other notices we provide;
- keep your service account password secret; and
- promptly notify us if you learn of a security breach related to the service.

4. How You May Not Use the Service. In using the service, you may not:

- use the service in a way that harms us or our affiliates, resellers, distributors, and/or vendors (collectively, the "FindWhere parties"), or any customer of a FindWhere party;
- use any portion of the service as a destination linked from any unsolicited bulk messages or unsolicited commercial messages ("spam");
- use any unauthorized third party software or service to access the FindWhere tracking network (currently known as the FindWhere service);
- use any automated process or service to access and/or use the service (such as a BOT, a spider, periodic caching of information stored by FindWhere, or "meta-searching");
- use any unauthorized means to modify or reroute, or attempt to modify or reroute, the service;
- damage, disable, overburden, or impair the service (or the network(s) connected to the service) or interfere with anyone's use and enjoyment of the service; or
- resell or redistribute the service, or any part of the service.

5. You Are Responsible For Your Service Account. Only you may use your service account. For some parts of the service, we may notify you that you may set up additional products that are dependent on your account. You are responsible for all activity that takes place with your service account or a product. You may not authorize any third party to access and/or use the service on your behalf.

Any person able to provide your name, address and your Service Login (or for business customers other information we deem sufficient), is authorized by you to receive information about and make changes to your account, including adding new Products. You consent to disclosure of any information about you to any person as permitted by law for a Tracking Product programmed with your Wireless Subscription if we reasonably believe that an emergency involving immediate danger of death or serious physical injury to any person requires disclosure of communications or justifies disclosure of records without delay.

6. Content Posted on the Site

- You understand and agree that FindWhere may review and delete any content, messages, photos or profiles (collectively, "Content") that in the sole judgment of FindWhere violate this Agreement or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of Members.
- You are solely responsible for the Content that you publish or display (hereinafter, "post") on the Service, or transmit to other Members.
- By posting Content to any public area of FindWhere, you automatically grant, and you represent and warrant that you have the right to grant, to FindWhere an irrevocable, perpetual, non-exclusive, fully paid, worldwide license to use, copy, perform, display, and distribute such information and content and to prepare derivative works of, or incorporate into other works, such information and content, and to grant and authorize sublicenses of the foregoing. This content explicitly includes presence, preference and position information or derived information related to the whereabouts and status of members.

- The following is a partial list of the kind of Content that is illegal or prohibited on the Website. FindWhere reserves the right to investigate and take appropriate legal action in its sole discretion against anyone who violates this provision, including without limitation, removing the offending communication from the Service and terminating the membership of such violators. It includes Content that:
 - is patently offensive to the online community, such as Content that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual.
 - harasses or advocates harassment of another person.
 - involves the transmission of "junk mail", "chain letters," or unsolicited mass mailing or "spamming".
 - promotes information that you know is false, misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous.
 - promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files.
 - contains restricted or password only access pages, or hidden pages or images (those not linked to or from another accessible page).
 - provides material that exploits people under the age of 18 in a sexual or violent manner, or solicits personal information from anyone under 18
 - # provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
 - # solicits passwords or personal identifying information for commercial or unlawful purposes from other users; and
 - # engages in commercial activities and/or sales without our prior written consent such as contests, sweepstakes, barter, advertising, and pyramid schemes.
- You must use the Service in a manner consistent with any and all applicable laws and regulations.
- You may not engage in advertising to, or solicitation of, other Members to buy or sell any products or services through the Service. You may not transmit any chain letters or junk email to other Members. Although FindWhere cannot monitor the conduct of its Members off the Website, it is also a violation of these rules to use any information obtained from the Service in order to harass, abuse, or harm another person, or in order to contact, advertise to, solicit, or sell to any Member without their prior explicit consent. In order to protect our Members from such advertising or solicitation, FindWhere reserves the right to restrict the number of messages and requests which a Member may send to other Members in any 24-hour period to a number which FindWhere deems appropriate in its sole discretion.

7. Payments to FindWhere.

7.1 Charges. This section 7 applies in all situations in which you directly pay us. If you pay a company other than us for the service, then the charges and billing terms are as stated by the other company. Even if you do not pay for the service, you may still incur charges incidental to using the service; for example, charges for Internet access, mobile text messaging, GPRS data, or other data transmission.

7.2 Payment. When you create a billing account, you enter your payment method. You must be authorized to use the payment method. You authorize us to charge you for the service using your payment method **and for any paid feature of the service for which you choose to sign-up or use while this contract is in force.** You will pay service charges in advance. We may charge you a different amount than what you approved. If it is a greater amount, we will tell you the amount and the date of the charge at least 10 days before we make the charge. Also, we may charge you up to the amount you have approved, and notify you in advance of the difference. We may bill you for more than one of your prior billing periods together. If we informed you that the service will be provided indefinitely or automatically renewed, we may automatically renew your service and charge you for any renewal term.

7.3 Updates to Your Billing Account. You must keep all information in your account current, including your email address. You can access your account balance at My Account – My Balance from within the service. Changes to your billing method, monthly service plans or cancellation of services and related billing can be found on www.findwhere.com under the Purchase section. You may change your payment method at any time. If you tell us to stop using your payment method, we may cancel your service. **Your notice to us will not affect charges we submit to your billing account before we reasonably could act on your request.**

7.4 Wireless Subscriptions (Simcard). When you have received a Wireless Subscription ("Simcard") within the Products ordered or used in combination with the services you are charged on an recurring basis for the use of this Wireless Subscription in combination with the services based on your choice of subscription (monthly or annual "Service Plan") . Unless we notify you otherwise, if you are using our Wireless Subscription(s), you must cancel the use of the Wireless Subscription and return it to us by the end of the Service Plan to avoid incurring charges. If you do not cancel your use of the Wireless Subscription and return the Wireless Subscription to us, the Wireless Subscription will automatically be renewed for another Service Plan period at the end of the Initial Term, you authorize us to charge your payment method for the Wireless Subscription and service. By using our services, you agree to the following terms & conditions for all Wireless Subscription(s) activated in your account.

7.4.1. Agreement Term. 1 month or 1 year from the date of your order executed through our services ("Initial Term") depending on your chosen Subscription Plan. After the Initial Term, the Agreement will renew automatically for a period equal to the Initial Term. If a Wireless Subscription ("Simcard") is not used for an extended amount of time, FindWhere may not be able to warrant continuous service. After 3 months of not using a wireless subscription in a device, the wireless number (MSISDN) may be recycled without prior notice to you. In case this happens FindWhere will provide a new wireless subscription to you upon request. You will be required to activate this new wireless subscription at the rates published on our website www.findwhere.com.

The term of this Agreement for each Wireless Subscription depends on the Service Plan, feature or promotion you select. The term of this Agreement for each Wireless Subscription or Product begins on the date we activate Service for that Wireless Subscription. **IF YOU SELECT AN ANNUAL SUBSCRIPTION, SERVICE PLAN, FEATURE OR PROMOTION WHICH REQUIRES A FIXED TERM OF MORE THAN ONE MONTH (SUCH AS A TWO-YEAR PLAN), YOU AGREE TO PURCHASE SERVICE FOR THE FULL TERM.** After the fixed term expires, or if you are not on a fixed term (such as a "monthly" plan), this Agreement will continue until terminated by either party with advance notice, if required in your Service Plan. **IF YOU SELECT**

AN ANNUAL SUBSCRIPTION, SERVICE PLAN, FEATURE OR PROMOTION WITH A FIXED TERM, YOU MAY TERMINATE THIS AGREEMENT WITHIN 14 DAYS (30 DAYS FOR BUSINESS ACCOUNTS) AFTER YOUR ACTIVATION DATE. IF YOU TERMINATE MORE THAN 14 DAYS (30 DAYS FOR BUSINESS ACCOUNTS) AFTER YOUR ACTIVATION DATE, BUT BEFORE THE END OF YOUR FIXED TERM, OR WE TERMINATE FOLLOWING YOUR DEFAULT, YOU WILL BE IN MATERIAL BREACH OF THIS AGREEMENT. YOU AGREE OUR DAMAGES WILL BE DIFFICULT OR IMPOSSIBLE TO DETERMINE AND AGREE TO PAY US, AS A REASONABLE ESTIMATE OF OUR DAMAGES AND IN ADDITION TO ALL OTHER AMOUNTS OWING, A CANCELLATION FEE FOR EACH WIRELESS SUBSCRIPTION OR PRODUCT (THE ACTUAL AMOUNT OF WHICH IS REFLECTED IN THE SERVICE PLAN OR FEATURE OR PROMOTIONAL MATERIALS).

7.4.2. Credit Reporting. You authorize FINDWHERE to investigate your credit history at any time and to share credit information about yourself with credit reporting agencies.

7.4.3. Rates. Your Service rates and other charges and conditions for each Wireless Subscription are described on our website www.findwhere.com and Welcome Guide (if applicable), each of which is a part of this Agreement. If you lose your eligibility for a particular Service Plan, we may change your Service Plan upon prior notice to you. If you misrepresent your eligibility for any Service Plan, you agree to pay us the additional amount you would have been charged under the most favorable Service Plan for which you are eligible. If you select a Service Plan that includes a predetermined allotment of Services (for example, a predetermined amount of data transactions, or text messages), unused allotment of Services from one billing cycle will not carry over to the following billing cycle. If your Service Plan requires other FindWhere services, and those services are terminated, we may change your Service Plan (and rates) to a plan with comparable included transactions with no prior notice. If you activate Service on behalf of an entity, but were unauthorized to do so, you will be personally responsible for all charges to the account and will be fully bound by this Agreement as though you had activated Service on your own behalf.

7.4.4. Availability/Interruption. Service is normally available to your Product when it is within the operating range of the GSM network and may be available outside of that area in other participating carrier service areas. Service functionality may vary when outside the GSM network. Service is subject to transmission limitation, reduction in transmission speed, or interruption caused by weather, your equipment, terrain, obstructions such as trees or buildings, or other conditions. Service may be limited in some areas where coverage is not available or may be temporarily limited or interrupted due to system capacity limitations, system repairs or modifications, or in response to suspected fraud, abuse, misuse of the network, hacking or malicious viruses. Interruption may also result from nonpayment of charges by you. All Wireless Subscriptions (Simcards) are blocked with a PIN code to work only in your tracking Product and your Account. FindWhere may block your Wireless Subscription, in our sole discretion, when we are experiencing excessive billing, collection, fraud problems or other misuse of the Wireless Subscription or the Tracking Product. We may, but do not have an obligation to, refuse to transmit any information through the Service and may screen and delete information prior to delivery to you or the Tracking Product as permitted by law. Some aspects of the Service may be temporarily unavailable if personal information is provided by a child under the age of 13. Without parental consent, children under the age of 13 will not be able to use certain aspects of the Service. Products may be incompatible with TTY, so TTY users may be unable to make emergency calls.

7.4.5. Use of Wireless Subscription (Simcard). Reproduction, retransmission, dissemination or resale of Wireless Subscription(s) is prohibited without prior written contractual arrangements with us, and any required regulatory approvals. You are responsible for all transactions that your Products transmit to your web based Service Account. FINDWHERE has the right to interrupt or restrict Service to your Wireless Subscription without prior notice if FINDWHERE suspects fraudulent or abusive activity, or in our efforts to combat fraudulent use. Resale of Wireless Subscription(s) is prohibited without prior written contractual arrangements with FINDWHERE and any required regulatory approvals. Your Product has been manufactured to operate exclusively with the Wireless Subscription and Service provided by us. The Product cannot be activated with any other wireless carrier. You are responsible for ensuring that your Product is compatible with our Service and meets federal standards. You have no ownership rights to the Wireless Subscription, any e-mail address or any other identifier provisioned by us, our agents or the manufacturer of your Product and agree we may change any such Wireless Subscription, e-mail address or any other identifier at any time with or without prior notice to you. You may not program the Wireless Subscription into any equipment other than the Tracking Product or change the electronic serial Wireless Subscription (ESN) or Equipment Identifier (EID) of the Tracking Product. You consent to receiving advertising alerts and other broadcast messages from our authorized agents or us.

7.4.6. Use of Roaming Plans. All FindWhere Service Plans or Rate Plans exclude roaming to areas outside of principal country of residence ("Local Service Area"). Additional roaming charges will apply to all data traffic received from, or send to, a tracking Product outside your principal country of residence. Additionally, each Tracking Product must maintain a minimum of 50% of your overall wireless usage (as measured on a quarterly basis) in the Local Service Area. If you fail to maintain this minimum level of usage during any three-month period, we may suspend Service with or without prior notice to you, and terminate this Agreement. Roaming charges outside your principal country of residence will be billed at FindWhere's published rates.

International Roaming. In order to qualify for International Services, Subscribers must meet certain credit criteria, and may not have been suspended for Non-Payment within the last 6 months. FINDWHERE offers international roaming service to many frequently traveled countries through our GSM international roaming partners. Local carrier data rates apply. While roaming on a GSM partner's network outside of your principal country of residence your Tracking Product will automatically work if it is turned on. You may receive a separate bill for your roaming charges. We reserve the right to deliver some or all of your roaming data to a GSM provider of our choice. For all incoming and outgoing data your Product is used as a transmitter/receiver, and you will be charged for data messages as described in your Service Plan. When you place a transaction request in the Service and it is dropped by the GSM carrier, we will automatically credit your account for that transaction. You are responsible for all data usage sent through our network and associated with the Tracking Product, regardless of whether the Tracking Product actually receives the information.

7.4.7. Taxes, Surcharges and Other Fees. Various taxes, surcharges, fees, and other assessments are imposed relating to the Service we provide to you, goods or services you purchase, and the wireless network and equipment used in providing the Service. We will determine, in our reasonable discretion, the taxes and other assessments that you are responsible to pay and the amounts of such charges. These may include federal, state or local taxes, surcharges or fees, as well as assessments to defray costs for federally mandated programs such as enhanced 911 service, local Wireless Subscription portability and Wireless Subscription pooling. You are responsible for paying these taxes and other assessments, regardless of whether they are assessed on

you or us. To determine which jurisdictions' taxes and other assessments to collect, federal law requires us to obtain your Place of Primary Use ("PPU"), which must be your residential or business street address. You agree to provide us your PPU and to notify us of any changes in your PPU. If you do not provide us with an appropriate PPU, we may reasonably designate one for you. On certain Service Plans or Rate Plans, your PPU must be your residential address.

Data transactions may be charged to your account in a subsequent month due to delayed reporting between carriers; these data transactions will be charged as if used in the month billed. If you have authorized payment by credit card, no additional notice or consent will be required for charges to that credit card or account. You agree to notify us promptly if your credit card is terminated, lost or stolen or when the authorized date changes.

7.4.8. Pre Paid Accounts/Disputes. All FindWhere Services work on a prepaid basis. Therefore, you agree to pay us upfront for your use of our Services. We will assess an additional fee not to exceed \$25.00 for any check or electronic payment returned for nonpayment and we may, without notice to you, suspend Service and/or terminate this Agreement, in addition to all other remedies. All amounts due, including disputed amounts, must be paid by the due date regardless of the status of any objection. All communications concerning disputed amounts owed, including any instrument tendered as full satisfaction of the amounts owed, or stipulating any other conditional action, agreement or proposed resolution of any dispute must be (i) in writing, (ii) marked "Billing Dispute" on the outside of the envelope, (iii) sent to our address contained on our web site, and (iv) received by us within 30 days after receipt of the invoice.

7.4.9. CPNI Consent. Under federal law, you have a right, and we have a duty, to protect the confidentiality of information about the amount, type and destination of your wireless service usage (CPNI). You consent to us sharing your CPNI within FindWhere, its affiliates and its contractors, to develop or bring to your attention any products and services, or in the event of any merger, sale of some or all of the company assets or acquisition as well as in any insolvency, bankruptcy or receivership proceeding in which CPNI or other personal information would be transferred as one of the business assets of the company. This consent survives the termination of your Service and is valid until you revoke it. To revoke your CPNI consent at any time, notify us in writing at FindWhere Holding Inc, Southbank street # 705, Potomac Falls 20165 VA in the USA, providing your (1) name, (2) home address, (3) telephone (including area code), (4) Wireless Subscription number, and (5) Service account login number. Revoking your CPNI consent will not affect your current wireless service.

7.5 Prices and Price Increases. The price for the service excludes all taxes and phone charges, unless stated otherwise. These taxes and charges are your responsibility. Currency exchange settlements are based on your agreement with your payment method provider. We may change the price of the service from time to time, but we will tell you before we do.

If there is a specific time length and price for your service offer, then that price will remain in force for that time. After the offer period ends, your use of the service will be charged at the new price.

If your service is on a period basis (for example, monthly), with no specific time length, then we will tell you the date of any price change. That date will be not less than 30 days after we tell you of the price change.

If you do not agree to these changes, then you must cancel and stop using the service before the changes take place. If you cancel your service, then your service ends at the end of your current service time length or, if we bill your account on a period basis, at the end of the period in which you cancelled.

7.6 Refund Policies. Unless otherwise provided by law, all charges are non-refundable unless stated otherwise and the costs of any returns will be at your expense.

7.7 Online Statement; Errors. We will provide you with an online billing statement. This is the only billing statement that we provide. Log in to your account and select My Account, My Balance to view or print a paper copy of this statement. If you request a paper copy, we may charge you a retrieval fee. We will only provide paper copies for the past 120 days. If we make an error on your bill, we will correct it promptly after you tell us and we investigate the charge. You must tell us within 120 days after an error first appears on your bill. You release us from all liability and claims of loss resulting from any error that you do not report to us within 120 days after the error first appears on your online statement. If you do not tell us within this time, we will not be required to correct the error. We can correct billing errors at any time.

7.8 Canceling the service. You may cancel the service at any time, with or without cause. Go to www.findwhere.com and choose the Shop to obtain information on cancelling your service. Certain service offers may require cancellation charges, and you will pay all cancellation charges as specified in the materials describing the offer. Cancellation of the service by you will not alter your obligation to pay all charges made to your account.

7.9 Late Payments. Except to the extent prohibited by law, we may assess a late charge if you do not pay on time. You must pay these late charges when we bill you for them. The late charge will be the lesser of 1% of the unpaid amount each month or the maximum rate that is permitted by law. We may use a third party to collect past due amounts. You must pay for all reasonable costs we incur to collect any past due amounts. These costs may include reasonable attorneys' fees and other legal fees and costs. We may suspend or cancel your service if you fail to pay in full on time.

7.10 Internet Access service. The service does not include Internet access, thus you are responsible for paying the fees charged by your Internet access provider. Those fees are in addition to the fees you pay us for the service.

8. Privacy. We consider your use of the service to be private. However, we may access or disclose information about you, your account and/or the content of your communications, in order to: (1) comply with the law or legal process served on us; (2) enforce and investigate potential violations of this

contract; including use of this service to participate in, or facilitate, activities that violate the law; or (3) protect the rights, property, or safety of FindWhere, its employees, its customers or the public. You consent to the access and disclosures outlined in this section.

We may use technology or other means to protect the service, protect our customers, or stop you from breaching this contract. These means may include, for example, filtering to stop spam or increase security. These means may hinder or break your use of the service.

In order to provide you the service, we may collect certain information about service performance, your product and your service use. We may automatically upload this information from your product. This data will not personally identify you. You may read about this information collection in more detail in our privacy policy.

9. Products and firmware.

9.1. Products. If you use our products certain rules apply for repair or defective products. General warranty on products is 12 months after purchase date. When your product(s) are defective you need to request a RMA form from us. Please check the Shipping & Returns section in the Purchase section on how to return products to us. Products without RMA form will not be returned to you and will be scrapped.

9.2. Firmware. If you use our products you receive firmware from us as part of the product and service, your use of that firmware is under the terms of the license that is presented to you for acceptance for that firmware included in the packaging of each product. If there is no license presented to you, then we grant you the right to use the firmware only for the authorized use of the service on the product(s) stated in your invoice and or shipping documents. We reserve all other rights to the firmware.

We may automatically check your version of the firmware. We may automatically download upgrades to the firmware to your products to update, enhance and further develop the product(s) and service. Unless we notify you otherwise, your license to use the firmware will end on the date your service ends, and you must promptly send us the Wireless Subscription (Simcard) used in the product(s). We may disable the product and service after the date the service ends.

You will not disassemble, decompile, or reverse engineer any firmware included in the product(s) or service, except and only to the extent that the law expressly permits this activity. The firmware is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use.

10. How We May Change the Contract. This contract sets out the legally binding terms of your use of the Service and your membership in the Service and may be modified by FindWhere from time to time, such modifications to be effective upon posting by FindWhere on the Website. This Agreement includes FindWhere Acceptable Use Policy for Content Posted on the Website, FindWhere Privacy Policy, and any notices regarding the Website and the Application. If you do not stop using the service, then your use of the service will continue under the changed contract.

11. WE MAKE NO WARRANTY. WE PROVIDE THE SERVICE “AS-IS,” “WITH ALL FAULTS” AND “AS AVAILABLE.” We do not guarantee the accuracy or timeliness of information available from the service. The FindWhere parties give no express warranties, guarantees or conditions. You may have additional consumer rights under your local laws that this contract cannot change. WE EXCLUDE ANY IMPLIED WARRANTIES INCLUDING THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT AND NON-INFRINGEMENT.

12. LIABILITY LIMITATION. WE ARE NOT LIABLE FOR ACTS OR OMISSIONS OF ANOTHER SERVICE PROVIDER OR ANY THIRD PARTY PROVIDERS OF SERVICES RELATED TO USE OF THE PRODUCT OR SERVICE, FOR INFORMATION PROVIDED THROUGH YOUR PRODUCT, LACK OF PRIVACY OR SECURITY EXPERIENCED WHEN USING THE PRODUCT, EQUIPMENT FAILURE OR MODIFICATION OR CAUSES BEYOND OUR REASONABLE CONTROL, INCLUDING WITHOUT LIMITATION ANY REPRESENTATIONS THAT THE SERVICES WILL BE ERROR-FREE, UNINTERRUPTED, OR FREE FROM UNAUTHORIZED ACCESS (INCLUDING THIRD PARTY HACKERS OR DENIAL OF SERVICE ATTACKS). WE ARE NOT LIABLE FOR SERVICE OUTAGES OF 48 HOURS OR LESS, NOR FOR SERVICE LIMITATIONS OR INTERRUPTIONS. OUR LIABILITY AND THE LIABILITY OF ANY UNDERLYING CARRIER FOR ANY FAILURE OR MISTAKE SHALL IN NO EVENT EXCEED OUR SERVICE CHARGES DURING THE AFFECTED PERIOD. WE ARE NOT LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES SUCH AS LOST PROFITS. YOU AND WE BOTH WAIVE TO THE FULLEST EXTENT ALLOWED BY LAW, ANY CLAIMS TO RECOVER INCIDENTAL, PUNITIVE AND CONSEQUENTIAL DAMAGES. WE ARE NOT LIABLE FOR (i) INJURIES TO PERSONS OR PROPERTY ARISING FROM USE OF THE SERVICE, THE PRODUCT OR ANY EQUIPMENT USED IN CONNECTION WITH THE PRODUCT UNLESS CAUSED BY OUR SOLE NEGLIGENCE, OR (ii) THE INSTALLATION OR REPAIR OF THE PRODUCT BY ANY PARTIES WHO ARE NOT OUR EMPLOYEES. WE ARE NOT LIABLE FOR ANY ACT ASSOCIATED WITH THE PROPER EXERCISE OF RIGHTS UNDER THE PRIVACY AND/OR UNAUTHORIZED USAGE PROVISIONS OF THIS AGREEMENT. THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

You can recover from the FindWhere parties only direct damages up to an amount equal to your service fee for one month. You cannot recover any other damages, including consequential, lost profits, special, indirect, incidental or punitive damages.

This limitation applies to anything related to:

- the service,
- content (including mapping, address matching and code) on third party Internet sites, third party programs or third party conduct,

- viruses or other disabling features that affect your access to or use of the service,
- incompatibility between the service and other services, software and hardware,
- delays or failures you may have in initiating, conducting or completing any transmissions or transactions in connection with the service in an accurate or timely manner, and
- claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort.

It also applies even if:

- this remedy does not fully compensate you for any losses, or fails of its essential purpose; or
- FindWhere knew or should have known about the possibility of the damages.

Some states/countries do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. They also may not apply to you because your province or country may not allow the exclusion or limitation of incidental, consequential or other damages.

13. Indemnification. YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD US, OUR AFFILIATES AND AGENTS AND ANY OTHER SERVICE PROVIDER, HARMLESS FROM CLAIMS OR DAMAGES RELATING TO THIS AGREEMENT OR YOUR PROMISES OR STATEMENTS MADE IN IT AND USE OF THE PRODUCT OR SERVICE UNLESS DUE TO OUR SOLE NEGLIGENCE. AMONG OTHER THINGS, YOU MUST PAY ALL CHARGES OF ANY ROAMING CHARGE, WHICH CARRIES YOUR DATA. YOU ALSO AGREE TO PAY OUR REASONABLE ATTORNEYS' AND EXPERT WITNESS FEES AND COSTS INCURRED IN ENFORCING THIS AGREEMENT THROUGH ANY APPEAL. THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

14. No Warranties. WE MAKE NO EXPRESS WARRANTY REGARDING THE SERVICE, THE WIRELESS SUBSCRIPTION (SIMCARD) OR THE TRACKING PRODUCT AND DISCLAIM ANY IMPLIED WARRANTY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT AUTHORIZE ANYONE TO MAKE ANY WARRANTY ON OUR BEHALF AND YOU SHOULD NOT RELY ON ANY SUCH STATEMENT. WE ARE NOT THE MANUFACTURER OF THE PRODUCT AND ANY STATEMENT REGARDING IT SHOULD NOT BE INTERPRETED AS A WARRANTY. THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

15. Resolution of disputes. Any dispute arising hereunder, or in any way relating to, this Agreement shall be brought in a state or federal court located in the Commonwealth of Virginia and in no other venue. In interpreting the Agreement, the court shall apply Virginia law. The party which substantially prevails in that dispute shall be entitled to reimbursement from the other party of all of its costs and reasonable attorneys' fees incurred in successfully prosecuting, or successfully defending, the action.

15.4. Waiver of Class Actions. By entering into this Agreement, you and we both waive, to the fullest extent allowed by law, any right to pursue claims on a class or consolidated basis or in a representative capacity.

16. Force Majeure. Notwithstanding anything else in this Agreement, no default, delay or failure to perform on the part of FindWhere shall be considered a breach of this Agreement if such default, delay or failure to perform is shown to be due to causes beyond our reasonable control, including but not limited to causes such as strikes, lockouts or other labor disputes; riots, civil disturbances, actions or inactions of governmental authorities or suppliers; epidemics, war, embargoes, severe weather, fire, earthquakes, acts of God or the public enemy or nuclear disasters.

17. Changes to the Service; If We Cancel the Service.

We may change the service or delete features at any time and for any reason. We may cancel or suspend your service at any time. Our cancellation or suspension may be without cause and/or without notice. Upon service cancellation, your right to use the service stops right away. **Once the service is cancelled or suspended, any data you have stored on the service may not be retrieved later.** Our cancellation of the service will not alter your obligation to pay all charges made to your billing account. If we cancel the service in its entirety without cause, then we will refund to you on a pro-rata basis the amount of payments that you have made corresponding to the portion of your service remaining right before the cancellation.

18. Interpreting the Contract.

All parts of this contract apply to the maximum extent permitted by law. A court may hold that we cannot enforce a part of this contract as written. If this happens, then you and we will replace that part with terms that most closely match the intent of the part that we cannot enforce. The rest of this contract will not change. This is the entire contract between you and us regarding your use of the service. It supersedes any prior contract or statements regarding your use of the service. If you have confidentiality obligations related to the service, those obligations remain in force (for example, you may have been a beta tester). The section titles in the contract do not limit the other terms of this contract.

19. Assignment.

We may assign this contract, in whole or in part, at any time with or without notice to you. You may not assign this contract, or any part of it, to any other person. Any attempt by you to do so is void. You may not transfer to anyone else, either temporarily or permanently, any rights to use the service or any part of the service.

20. No Third Party Beneficiaries.

This contract is solely for your and our benefit. It is not for the benefit of any other person, except for permitted successors and assigns under this contract.

21. Claim Must Be Filed Within One Year.

Any claim related to this contract or the service may not be brought unless brought within one year. The one-year period begins on the date when the claim first could be filed. If it is not filed, then that claim is permanently barred. This applies to you and your successors. It also applies to us and our successors and assigns.

22. Your Notices to Us. Under Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement should be sent to service provider's designated agent. **ALL INQUIRIES NOT RELEVANT WILL RECEIVE NO RESPONSE.**

You may notify us as stated in the customer support or "help" area for the service. We do not accept e-mail notices.

22.1. Copyright and Trademark Notices. All contents of the service are Copyright © 2008 FindWhere Holding Inc and/or its suppliers, Southbank street # 705, Potomac Falls, Virginia 20165, U.S.A. All rights reserved. Copyright and other intellectual property laws and treaties protect any software or content provided as part of the service. We or our suppliers own the title, copyright, and other intellectual property rights in the software or content. FindWhere, FindWhere Mobile, iFind 1000, iFind 2000, iFind 3000, iFind 900E, iFind 900T, iFind 900Q and/or other products and services referenced herein may also be either trademarks or registered trademarks of FindWhere in the United States and/or other countries. The names of actual companies and products mentioned herein may be the trademarks of their respective owners. The example companies, organizations, products, domain names, e-mail addresses, logos, people, places and events depicted herein are fictitious. No association with any real company, organization, product, domain name, e-mail address, logo, person, places or events is intended or should be inferred. Any rights not expressly granted herein are reserved.

23. Notices We Send You; Consent Regarding Electronic Information. This contract is in electronic form. We have promised to send you certain information in connection with the service and have the right to send you certain additional information. There may be other information regarding the service that the law requires us to send you. We may send you this information in electronic form. You have the right to withdraw this consent, but if you do, we may cancel your service. **We may provide required information to you:**

- **by e-mail at the e-mail address you specified when you signed up for your service;**
- **by access to a FindWhere web site that will be designated in an e-mail notice sent to you at the time the information is available; or**
- **by access to a FindWhere web site that will be generally designated in advance for this purpose.**

Notices provided to you via e-mail will be deemed given and received on the transmission date of the e-mail. As long as you can access and use the service, you have the necessary software and hardware to receive these notices. If you do not consent to receive any notices electronically, you must stop using the service.

24. Contracting Party, Choice of Law and Location for Resolving Disputes. This contract is between you and the FindWhere reseller or dealer for your country or region. In the left column of the chart below, find the country or region where you live (if you are signing up for the service as an individual person) or your business is located (if you are signing up for services for your business). In the middle column, you will find the legal entity that is contracting with you. In the right column, you will find the choice of law and the location for resolving disputes with FindWhere.

Country or region where you live or your business is headquartered	Company with which you are contracting	Applicable law and place for resolving disputes
North and South America region	FindWhere America Inc 125 East Hirst Road, Suite 1C Purcellville, VA 20132 United States	Washington state law governs the interpretation of this contract and applies to claims for breach of it, regardless of conflict of laws principles. All other claims, including claims regarding consumer protection laws, unfair competition laws, and in tort, will be subject to the laws of your state of residence in the United States, or if you live outside the United States, the laws of the country to which we direct your service. You and we irrevocably consent to the exclusive jurisdiction and venue of the state or federal courts in Virginia, USA for all disputes arising out of or relating to this contract.
Europe, Middle East and	FindWhere BV	The laws of the Netherlands govern the interpretation of his is contract and apply to claims for

Africa	Postbus 534, 3721 AM Bilthoven The Netherlands	breach of it, regardless of conflict of laws principles. All other claims, including claims regarding consumer protection laws, unfair competition laws, and in tort, will be subject the laws of the country to which we direct your service. You and we irrevocably agree to the exclusive jurisdiction and venue of the Utrecht courts in the Netherlands for all disputes arising out of or relating to this contract.
Rest of the world	FindWhere America Inc 125 East Hirst Road, Suite 1C Purcellville, VA 20132	The laws of the Netherlands govern this contract. You and we irrevocably agree to the exclusive jurisdiction and venue of the Utrecht courts in the Netherlands for all disputes arising out of or relating to this contract.

25. Potentially Unwanted Software. If you remove or disable “spyware,” “adware” and other potentially unwanted software (“potentially unwanted software”), it may cause other software on your computer to stop working, and it may cause you to breach a license to use other software on your computer (such as where the other software installed the potentially unwanted software on your computer as a condition of your use of the other software). By using features of the service intended to help you remove or disable potentially unwanted software, it is possible that you will also remove or disable software that is not potentially unwanted software. If a feature of the service prompts you before removing or disabling potentially unwanted software, you are solely responsible for selecting which potentially unwanted software the service removes or disables. Before authorizing the removal of any potentially unwanted software, you should read the license agreements for the potentially unwanted software.

26. Respect Copyright. Please respect the rights of artists and creators. Content such as maps, addresses and satellite photos may be protected by copyright. You may not share other people’s content unless you own the rights or have permission from the owner.

I acknowledge I have read and agreed with the EULA

