

PixTM CONTROLLER

Wireless Cellular Data Contract



Terms of Wireless Contract

1. General. These terms of wireless contract ("agreement") is a contract under which we provide and you accept our services. In addition to these terms and conditions of service ("Ts&Cs"), there are several parts to your purchase of a device and wireless service including, but not limited to, the terms of purchase, this agreement, and any materials we may provide you. **It is important that you carefully read all of the terms of the agreement.**

2. Basic definitions. In this document: (1) "we," "us," "our", and "PixController" mean PixController, Inc. and its affiliates doing business as PixController; (2) "you," "your," "customer," and "user" mean an account holder or user with us; (3) "device" means any device, accessory or other product that transmits still pictures, video, sound, or other information wirelessly and (4) "service" means our wireless services and/or internet-based services on your account with us.

3. Terms of purchase. In addition to the terms of wireless contract, you are also agreeing to the terms of purchase ("terms of service") which is available on our website for review. This condition applies even if your device was not purchased directly from PixController or its affiliates.

4. Scope of wireless contract. This agreement will cover all services provided by PixController on any device and/or any account that you have authority over, and this agreement will override all previous versions of the wireless contract to the extent permitted by law. This agreement applies to all services provided in the past, present, and in the future.

5. Data usage. We provide only data, not voice, services for the device.

6. Charges. Charges for our services are listed on our website, and such charges typically consist of the following for subscription to our services:

- Monthly charge
- Data charge - you may be charged for a data transmission (e.g. Pictures) regardless of picture quality; for example, poor quality pictures due to false triggers, poor quality night pictures, blurry pictures, poor quality pictures due to direct sun light, etc. Some wireless service plans bundle the data charges with the base monthly service fee.

7. Automatic credit card payment authorization; Payment information retention. By purchasing the service and agreeing to the Ts&Cs of this agreement, you authorize us to charge your credit/debit card for the service. Specific billing information concerning your automatic credit card payment authorization is provided by you on our website. **PixController will retain any payment information supplied and all payment information may be used for future orders, wireless services and activations, and collection purposes. If you need special consideration for your payment information, please contact PixController before supplying your payment information.**

8. When you accept the agreement. You must have the legal capacity to accept the agreement. You accept the agreement when you do any of the following: (a) sign a contract with us on paper or electronically; (b) accept agreement through an oral or electronic statement; (c) attempt to or in any way use the services; (d) pay for the services; or (e) open any package or start any program that says you are accepting the agreement when doing so. **If you do not want to accept the agreement, or you do not have legal capacity to accept this agreement, do not do any of these things.**

9. Coverage; Where your device will work. Coverage is not available everywhere. Estimating wireless coverage and signal strength is not an exact science. There are gaps in coverage within our estimated coverage areas that, along with other factors both within and beyond our control (network problems, software, signal strength, interference with the signal or transmission, your device, structures, buildings, weather, geography, topography, etc.), may result in no connections, blocked connections, slower data speeds, or otherwise impact the quality of service.

10. Your statement of charges. Each month we will post a copy of your statement into your online acct. We will also provide a history of past statements that you can review. Our normal statements are for informational purposes only since payments are charged to your credit card automatically. If a particular statement is not posted into your account for any reason, you may request a copy of the missing statements, which will be sent by email. Statement cycles and dates may change from time to time. **Your statement may also include other important notices (for example, changes to this agreement, to your service, legal notices, etc.). It is your responsibility to review each statement and report any concerns or problems in a timely manner.** Your statement may not include individual call detail. You will not receive paper statements.

11. One year term; Termination fee; Month-to-month contract. You agree to maintain PixController service on each wireless device for a minimum term of one year. After completing a period of one-year of service; and paying all amounts due; and having your account in good standing with PixController; your device will be treated as month-to-month under this agreement. **An early termination fee will apply if you choose to end the service on any device before the device obtains month-to-month status, or if we terminate it early for good cause. The early termination fee is \$75 per device. In addition, you agree to pay the full price for any promotional discounts provided as part of the agreement to purchase the PixController**

device or wireless service. This includes, but is not limited to, any activation fees or free wireless service that may have been waived at the time of purchase or activation. The early termination and other fees only apply to the extent permitted by law. The termination takes five (5) business days, and billing will stop at end of five (5) days. You'll remain responsible for all fees and charges incurred until then and will not be entitled to any partial month credits or refunds. Also, termination of this agreement will not affect your liability for charges incurred prior to the date of termination, and termination of this agreement does not affect your purchase of the PixController product(s) or related products.

12. Our rights to make changes. Your service is subject to our business policies, practices, and procedures, which we can change at any time, with or without notice. Unless otherwise prohibited by law, we can also change prices and any other conditions in this agreement at any time by sending you written notice prior to the billing period in which the changes would go into effect. If for any reason, the written notice of a price change is not sent, the first statement reflecting the adjusted charges will serve as written notice for the purposes of this agreement and our liability would be limited to the difference between the prior and current charges for a period of one-month. If you choose to use your service after that point, you're accepting the changes.

13. Written requests for service changes; Billing disagreements. PixController will require a written request for service changes. Service changes include, but are not limited to, (a) wireless plan changes; (b) hibernation (suspend) status changes; (c) service cancellation or termination. PixController may not act upon a written change request for up to five business days following receipt of such request. Depending on the nature of the request, the effective date on the changes may not be until the following billing cycle, or in some cases, following the 2nd bill cycle after the receipt of your written request. You agree to send written notice of any disagreement or dispute concerning policies, practices, charges, billing, statements, usages, or other monetary matters as soon as possible. You agree that PixController will not issue credits or refunds for any services billed 60-days prior to PixController's receipt of your written disagreement.

14. Our rights to collect funds for unbilled goods and services. If PixController fails to bill for any goods or services that would normally be billable, PixController retains the right to bill and/or collect such amounts at any time. This section includes; but is not limited to; (a) activation fees; (b) data usage (e.g. Pictures sent); (c) monthly services; (d) goods sent without full collateral (e.g. Loaner items or replacements); (e) shipping and handling charges. You explicitly agree that we have the right to automatically and immediately collect charges through any payment method; including but not limited to; charging your credit/debit card; or other electronic payment service. PixController may also collect the amount due in multiple payments over an unspecified period of time. PixController will provide a statement of the charges no later than 31-days following the collection of the funds.

15. Late payment fees; Collections; Collection costs. PixController reserves the right to assess late fees on any unpaid balance. The late fee may include a flat fee in addition to a percentage of the balance that is unpaid. You are also responsible for all other costs and legal fees incurred in collecting unpaid amounts. PixController reserves the right to assess a fee for any check that is returned for insufficient funds or not paid when presented for payment. The amounts involved in this section will not exceed the maximum amounts allowable by law.

16. Final bill. Following termination of the wireless services, there will be a final bill processed and charged. This final bill may include pro-rated wireless services and data costs incurred between the date of your previous bill and the date of disconnection. The final bill may also include early termination fees, charges for promotional items, or other charges covered in this contract.

17. Our rights to limit or end service or this agreement. You agree not to resell our service to someone else without our prior written permission. You also agree your device will not be used for any other purpose that is not allowed by this agreement or that is illegal. You agree that you will not install, deploy, or use any regeneration equipment or similar mechanism (for example, a repeater) to originate, amplify, enhance, retransmit or regenerate a transmitted RF signal. We can, without notice, limit, suspend, **or end** your service or any agreement with you for this or any other good cause, including, but not limited to: (a) if a charge by us to your credit card is declined; (b) paying late more than once in any 12 months; (c) incurring charges larger than a required deposit or billing limit (even if we haven't yet billed the charges); (d) harassing our employees or agents; (e) lying to us; (f) breaching this agreement; (g) modifying your device from its manufacturer's specifications; (h) providing credit information we cannot verify; (i) using your service in a way that adversely affects our network or other customers; or (j) allowing anyone to tamper with your wireless phone number. We can also temporarily limit your service for any operational or governmental reason. If you file for bankruptcy, our rights to limit, suspend, or end your service or any agreement with you will be governed by bankruptcy law.

18. Deposits. If requested, you agree to provide a deposit as a guarantee of payments or to increase the amount of any prior deposit should we find your credit standing, financial circumstances, or payment history unsatisfactory at any time or if your account incurs excessive usage charges. The amount of the deposit will be at our sole discretion but shall not exceed the combined total of your average monthly bill or average projected monthly bill over a period of two months plus any early termination fees that you may be liable for. We reserve the right to apply any deposited amount towards any balance on your account including past due amounts, unbilled services, and early termination fees with or without notice to you. We will not pay interest on any deposited amount unless required by law. Any deposit amount remaining following your final charges will be refunded to you in a manner of our choosing. You also agree to promptly redeposit any amount so applied at our request. We may suspend or terminate services under the terms of this agreement if you fail to adhere to the deposit policies described in this paragraph.

19. Your privacy – Important Information! – Please read carefully before making your purchase decision. Except as provided in this agreement or other agreements you may have with PixController, we will not intentionally share personal information about you without your permission. We may use and share information about you and how you use the services: (a) so we can provide our goods or services; (b) so others can provide goods or services to us, or to you on our behalf; (c) so we or our affiliates can communicate with you about goods or services that any of us offer (although you can call us at any time if you do not want us to do this); (d) to protect ourselves; or (e) as required by law, legal process, or exigent circumstances. In addition, we may include our own third party advertising in the services you have purchased from us, and we may share information about you with affiliates, vendors and third parties to, in addition to the above reasons, deliver relevant advertising to you while using the services. We may collect and transmit information regarding your use of the services through applications or other software present on your device. If you do not want us to collect, transmit or use such information about you for the above purposes, you

should not use the services; by using the services, you expressly authorize us to use your information for these purposes. Further, you have authorized us to investigate your credit history at any time and to share credit information about you with credit reporting agencies and our affiliates. If you ask, we will tell you the name and address of any credit agency that gives us a credit report about you. It's illegal for unauthorized people to intercept your calls, but such interceptions can occur. For training or quality assurance, we may also monitor or record our calls with you.

20. Website usage; Media storage. PixController may provide an online website, individual account, and online storage in your account for digital media including but not limited to, pictures, video, and audio recordings. PixController may send or otherwise transmit copies of media to you or your authorized recipients through various outlets including but not limited to email, download, text or picture mail ("MMS" and/or "SMS"). This storage space is intended for data and media sent from a PixController device and/or through the PixController services. PixController does not make any guarantee or warranty that such data will remain intact, secure, free from error, or defect. You agree that PixController may rearrange, move, delete, copy, and/or modify your media or data for any reason at any time with or without notice. PixController may charge for use of the website or any of the features built into the website at any time with proper notice as prescribed in this agreement. You agree that PixController may limit or block access to the website, your account, or the media contained within the site, in part or in whole, for any reason, at any time, and for any duration of time.

21. Disclaimer of warranties. We make 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 concerning your service. We cannot promise uninterrupted or error-free service and do not authorize anyone to make any warranties on our behalf. This does not deprive you of any warranty rights you may have against anyone else.

22. Waivers and limitation of liability. Unless the law forbids it in any particular case, we each agree to limit claims for damages or other monetary relief against each other to direct damages. This limitation and waiver will apply regardless of the theory of liability, whether fraud, misrepresentation, breach of contract, personal injury, products liability, or any other theory. This means that neither of us will seek any indirect, special, consequential, treble, or punitive damages from the other. This limitation and waiver also applies to any claims you may bring against one of our suppliers, to the extent that we would be required to indemnify the supplier for such claim. You agree we are not liable for problems caused by you or a third party; by buildings, hills, network congestion, tunnels, weather, or other things we do not control; or by any act of god.

23. You agree our liability is limited - No consequential damages. To the extent allowed by law, our liability for monetary damages for any claims you may have against us is limited to no more than the proportionate amount of the service charges attributable to the affected period. In addition, any claims related to monthly service fees or data usage are limited to 60-days prior to the delivery of a written notice of claim. Under no circumstances are we liable for any incidental, consequential, punitive or special damages of any nature whatsoever arising out of or related to providing or failing to provide services in connection with a device, including, but not limited to, lost profits, loss of business, or cost of replacement products and services.

24. Dispute resolution. We each agree to first contact each other with any disputes and provide a written description of the problem, all relevant documents/information and the proposed resolution. You agree to contact us with disputes by calling or writing us as instructed on your statement. We each agree to finally settle all disputes (as defined and subject to any specific exceptions below) only by arbitration. In arbitration, there's no judge or jury and review is limited. However, just as a court would, the arbitrator must honor the terms and limitations in the agreement and can award the same damages and relief, including any attorney's fees authorized by law. The arbitrator's decision and award is final and binding, with some exceptions under the federal arbitration act ("FAA"), and judgment on the award may be entered in any court with jurisdiction. The arbitration will be administered by the national arbitration forum ("NAF") under its arbitration rules. If any NAF rule conflicts with the terms of the agreement, the terms of the agreement apply. You can obtain procedures, rules, and fee information from the NAF at 1-800-474-2371 or www.adrforum.com. Unless we each agree otherwise, the arbitration will be conducted by a single neutral arbitrator and will take place in the county of your last billing address. The federal or state law that applies to the agreement will also apply during the arbitration.

25. No class actions. To the extent allowed by law, we each waive any right to pursue disputes on a classwide basis; that is, to either join a claim with the claim of any other person or entity, or assert a claim in a representative capacity on behalf of anyone else in any lawsuit, arbitration or other proceeding. You agree that this section has a binding retroactive effect and will cover all previous purchase agreements, terms & conditions, and any other agreements or contracts between you and PixController or our affiliates.

26. Publicity. Neither party will use the other's name, logo, product names or trade or service marks, or refer to the other directly or indirectly in any advertising, sales presentation, news release, release to any professional or trade publication or for any other purpose without the other's prior written consent.

27. About this agreement. A waiver of any part of this agreement in one instance is not a waiver of any part or any other instance. You cannot assign this agreement or any of your rights or duties under it. We may assign all or part of this agreement or your debts to us without notice, and you agree to make all subsequent payments as instructed. Notices are considered delivered when we send them by email or fax to any email or fax number you have provided to us, or three (3) days after mailing to the most current billing address we have on file for you, if by us, or to the customer service address on your most recent bill, if by you. If any part of this agreement, including any part of its arbitration provisions, is held invalid, that part may be severed from this agreement. This agreement and the documents to which it refers form the entire agreement between us on their subjects. You cannot rely on any other documents or statements on those subjects by any sales or service representatives, and you have no other rights with respect to service or this agreement, except as a specifically provided by law. This agreement is not for the benefit of any third party except our parents, affiliates, subsidiaries, agents, and predecessors and successors in interest. Except to the extent we've agreed otherwise in the provisions on late fees, collection costs and arbitration, this agreement and disputes covered by it are governed by the laws of the state encompassing the area code assigned to your wireless phone number when

you accepted this agreement, without regard to the conflicts of laws and rules of that state.