

TERMS OF SALE AND SERVICE

Please read this document carefully! It contains very important information about your rights and obligations as well as limitations and exclusions that may apply to you.

This is a legally binding agreement between you and BudgetGPS, a division of TXI Systems, Inc. ("Vendor"). By clicking "I Agree" below, you indicate your agreement to all of the terms and conditions set forth below.

Section 1. Your Agreement with Vendor

BudgetGPS™ is a GPS Appliance product that utilizes a cellular telephone technology (the "Device") to transmit GPS information to servers so that current and historical location, heading, and speed information about the vehicle can be viewed through an online browser-based application provided by Vendor (the "Web Site").

The terms and conditions of this agreement apply to your purchase of the Product, your use of the Website, and the services and support provided by Vendor relating to the Product and the Web Site.

From time to time, Vendor may change the terms and conditions of this agreement with respect to use of the Web Site and with respect to any services provided under this agreement. Vendor will notify you of any such change when you next login to the Web Site, and if you do not agree to the proposed revised or replaced agreement, this agreement will not renew at the end of that month and you will not be entitled to further access to the Web Site after the end of that month. If you have more than one user ID, you agree that any user accessing the Web Site is authorized to accept such a revised or replaced agreement.

VENDOR DOES NOT OFFER ANY WARRANTIES FOR THE PRODUCT, THE WEB SITE, OR ANY SERVICES OR SUPPORT PROVIDED BY VENDOR. THIS AGREEMENT LIMITS VENDOR'S LIABILITY. THIS AGREEMENT CONTAINS A DISPUTE RESOLUTION CLAUSE.

Section 2. Term of Agreement

The term of this agreement is month-to-month. Unless sooner terminated as provided herein, this agreement will expire on the last day of each calendar month and will renew automatically for an additional calendar month unless you notify Vendor in writing of your election not to renew at least five days prior to the last day of the month.

Section 3. Price and Payment Terms

Terms of payment are within Vendor's sole discretion, and unless otherwise agreed to by Vendor, payment must be received by Vendor prior to Vendor's acceptance of an order. Vendor is not responsible for pricing, typographical, or other errors in any offer by Vendor and reserves the right to cancel any orders resulting from such errors. Vendor reserves the right to reject any sale for any reason.

Payment for Devices must be made by credit card (Visa, MasterCard, or American Express) through Vendor's online order form. Orders are not binding upon Vendor until accepted by Vendor.

Payment for access to and use of the Web Site, and payment for any other services or support provided to you by Vendor for which a separate charge is applicable, will be invoiced on a monthly basis. Invoices for monthly services will be charged to your credit card on the first day of the month. Mailed invoices are due and payable within the time period noted on the invoice, measured from the date of the invoice. Payments not received by the due date thereof shall accrue interest from such due date at the rate of 1.5% per month or, if less, at the highest rate permitted by applicable law.

Prices advertised and shown on Vendor's online order form do not include shipping and handling or applicable sales taxes or other taxes, which will be added to the price you pay.

Section 4. Shipping and Title; Inspection of Products Upon Receipt

Vendor will arrange shipping of the Devices to your address using a carrier of Vendor's choice. Title to the Devices passes to you when Vendor delivers them to the carrier. Vendor will not be responsible for delays in delivery due to events beyond its control, including shortage of materials, labor strikes, transportation failure, or acts of God.

You must examine the Devices when you receive them. If any item is damaged or missing, you must notify Vendor at once. Vendor will not consider any claim for damaged or missing items more than seven days from the date of delivery.

Section 5. Returns

You may return the Device to Vendor for a full refund (not including shipping and handling charges) in new, unused condition and original packaging within 60 days from your order date.

Section 6. Limited Warranty on Device Components

Vendor warrants to the original purchaser of the Device that the Device will be free from defects in materials and/or workmanship from the shipping date for a period of 90 days, unless otherwise specified. During this warranty period, Vendor will, at its option, repair or replace a defective Device. This warranty does not cover damage due to external causes, including without limitation accident, abuse, misuse, problems associated with electrical power, problems caused by failure to provide a suitable environment or proper installation for the Device, or use not in accordance with Device instructions. If Vendor repairs or replaces Device, its warranty term is not extended. You must notify Vendor during the warranty period in order to be eligible to receive warranty service under this Vendor warranty.

THE ABOVE LIMITED WARRANTY IS THE ONLY WARRANTY FROM VENDOR APPLICABLE TO THE DEVICES, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE FACE OF THIS AGREEMENT. VENDOR HEREBY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE (WHETHER OR NOT VENDOR KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR OTHERWISE IS IN FACT AWARE OF ANY

SUCH PURPOSE), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, BY COURSE OF DEALING, OR OTHERWISE. THE ABOVE WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

Section 7. Web Site Subscription; Phone Software License

Vendor grants you a personal, revocable, non-exclusive, non-assignable license during the term of this agreement, so long as you comply with all terms and conditions of this agreement, to use the Web Site and to possess and use the Software on the Device to which Vendor installed it.

You may not do any of the following: (a) permit any other company or any individual who is not your employee or independent contractor to use your account on the Web Site; (b) rent, lease, resell, assign, or otherwise transfer rights or access to the Web Site or the Software; (c) distribute, copy, reproduce, display, republish, or transmit any portion of the Web Site or the Software; (d) modify, translate, reverse engineer, decompile, disassemble, or create derivative works based upon the Web Site or the Software or any software or programming related thereto; (e) "frame" or "mirror" any portion of the Web Site, or access the Web Site in any way other than by the interfaces provided by Vendor; (f) use any robot, spider, other automatic device, or manual process, to "screen scrape," monitor, "mine," or copy any portion of the Web Site; (g) use any device, software, methodology, or routine to interfere with the proper working of the Web Site or servers or networks connected to the Web Site; (h) access data of which you are not an intended recipient or log into a server or account on a network related to the Web Site that you are not expressly authorized to access; (i) harvest or collect information about other Web Site users; (j) restrict or inhibit any other person from using the Web Site, including without limitation by means of "hacking" or defacing any portion of the Web Site; (k) use any portion of the Web Site as a destination linked from any unsolicited bulk messages or unsolicited commercial messages; (l) in any other way interfere with or disrupt the proper operation of the Web Site or use the Web Site in a way that harms Vendor or any customer of Vendor; or (m) attempt to do, or assist anyone else with doing or attempting, any of the foregoing.

Section 8. Logon and Password

Vendor will send you a unique user ID and password to the e-mail address designated by you when placing your order. Upon request, Vendor will provide a reasonable number of additional user IDs for additional of your personnel, but Vendor reserves the right to limit the number of such user IDs or the number of such users who may access the Web Site simultaneously.

Each such user ID, with the correct password, permits access for the user thereof to the Web Site. You agree that any such user is authorized to (i) accept any revision to or replacement of this agreement as provided in Section 1, (ii) view and modify any preferences or other information specific to your account that is available through the Web Site, and (iii) act on your behalf with Vendor in any matter related to this Agreement, including without limitation matters of billing and payment.

You are responsible for the security of your password(s) and for any use of your account. You should change your password(s) periodically through the "My Account" portal of the Web Site. You should change your password immediately if you suspect any compromise of your password or unauthorized use of your account. You may request revocation of a user ID by sending Vendor e-mail to support@budgetgps.com. User IDs will be cancelled as soon as practicable after Vendor's receipt of such notice.

Section 9. Your Profile: Notification by e-mail

There may be information regarding the Web Site or your account that the law requires Vendor to send you or that Vendor believes you should be made aware of. Vendor may send you this information in electronic form, and you must provide a valid e-mail address during the ordering process for this purpose. You consent to receive any notices electronically. If your e-mail address changes, you agree to update your e-mail address through the "My Account" portal of the Web Site. Vendor will not use your e-mail address for any other purpose and will not sell or rent it to any other party.

Section 10. Taxes

You are responsible for and shall pay when due (and Vendor at its discretion may collect and pay on your behalf) all taxes based on or in any way measured by articles sold and Web Site access granted pursuant to this Agreement or any portion thereof, or any services related thereto, excluding taxes based on the Vendor's net income, but including without limitation sales and use taxes and personal property taxes, if any.

Section 11. Privacy

Vendor may access or disclose information about you, your account, and/or the content of your communications, in order to comply with the law or applicable legal process, to enforce and investigate potential violations of this agreement, or to protect the rights, property, or safety of Vendor, its employees, its customers, or the public. You consent to such access and disclosures.

Vendor may use technology or other means to protect the Web Site, to protect its customers, or stop you from breaching this agreement.

Section 12. Rights in the Web Site and Software

The rights granted to you in this Agreement do not confer or assign to you any proprietary rights in the Web Site or the Software, all of which are retained by Vendor and/or its licensors.

Section 13. Modification of the Web Site: Termination of this Agreement

Vendor may place limits on, modify, suspend, or terminate the Web Site generally and may suspend or terminate your use of the Web Site if you fail to comply with this agreement. If Vendor terminates the Web Site or your use of the Web Site, this agreement will terminate automatically, but Sections 15 through 18 shall continue to be effective after this agreement is terminated.

Section 14. Indemnification

You agree to defend or settle any third-party claim against Vendor, and otherwise to hold Vendor and its directors, officers, employees, agents, and affiliates harmless from all losses and costs (including without limitation reasonable attorney fees and expenses), arising from or related to your use of the Web Site.

Section 15. Exclusion of Warranties on Web Site; Errors and Interruptions

VENDOR PROVIDES THE WEB SITE "AS-IS," "WITH ALL FAULTS" AND "AS AVAILABLE." VENDOR DOES NOT MAKE ANY EXPRESS WARRANTIES OR GUARANTEES, AND VENDOR DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF ACCURACY, NON-INFRINGEMENT, MERCHANTABILITY, WORKMANLIKE EFFORT, OR FITNESS OR

SUITABILITY FOR A PARTICULAR PURPOSE (WHETHER OR NOT VENDOR KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR OTHERWISE IS IN FACT AWARE OF ANY SUCH PURPOSE), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, BY COURSE OF DEALING, OR OTHERWISE. THE WEB SITE IS DEVELOPED FOR USE IN THE UNITED STATES, AND VENDOR DOES NOT MAKE ANY REPRESENTATION CONCERNING THE USE IN ANY OTHER COUNTRY. VENDOR SHALL NOT BE LIABLE FOR ANY INNACURACY IN DATA OR INFORMATION PROVIDED THROUGH THE WEB SITE OR FOR ANY LOSS OF OR FAILURE TO RETAIN ANY DATA.

You acknowledge that the operation of the Web Site and reports and information produced from it will not be error free in all circumstances, that all defects in the Web Site may not be corrected, and that the operation of the Web Site may be interrupted for periods of time by reason of defect therein or by reason of fault on the part of Vendor.

You also acknowledge that because the Device uses cellular telephone technology to provide GPS coordinate data to the Web Site, there can be no assurance that all information provided through the Web Site as to location, speed, and heading of a vehicle will be accurate (by way of example, but without limitation, if GPS signaling is not available to Device, the phone may report coordinates for the closest cellular tower). You agree that the Web Site is a tool only and that you will not rely on such information for any purpose.

You further acknowledge that from time to time, because of operating system updates to the Device or other causes, the cellular telephone in the Device may have to be. You also acknowledge that the cellular telephone in the Device may be damaged or may fail to operate properly in extreme conditions such as hot or cold temperatures.

Section 16. Limitations of Liability

VENDOR WILL NOT BE LIABLE TO YOU (NOR TO ANY PERSON CLAIMING RIGHTS DERIVED FROM YOUR RIGHTS) FOR ANY DAMAGES OTHER THAN DIRECT DAMAGES (INCLUDING WITHOUT LIMITATION INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND), WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND REGARDLESS OF WHETHER VENDOR WAS ADVISED, HAD OTHER REASON TO KNOW, SHOULD HAVE ANTICIPATED, OR IN FACT KNEW OF THE POSSIBILITY OF SUCH DAMAGES OR THAT DIRECT DAMAGES WOULD NOT BE A SATISFACTORY REMEDY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THESE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

IN NO EVENT SHALL VENDOR'S TOTAL LIABILITY WITH RESPECT TO ANY AND ALL CLAIMS AT ANY AND ALL TIMES ARISING FROM OR RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT EXCEED THE MAPPING SERVICE FEES PAID BY YOU FOR THE WEB SITE.

THESE LIMITATIONS APPLY EVEN IF THE REMEDY AVAILABLE TO YOU DOES NOT FULLY COMPENSATE YOU FOR YOUR LOSS OR FAILS OF ITS ESSENTIAL PURPOSE. THE PROVISIONS OF THIS SECTION ARE INDEPENDENT OF, SEVERABLE FROM, AND TO BE ENFORCED INDEPENDENTLY OF ANY OTHER ENFORCEABLE OR UNENFORCEABLE PROVISION OF THIS AGREEMENT.

Section 17. General Legal Provisions

This agreement is the entire agreement between you and Vendor related to the Web Site, replacing any prior agreements. If there is any conflict between this agreement and a signed written agreement between you and Vendor related to the WEB SITE, the signed written agreement will control. This agreement is governed by Tennessee law, excluding Tennessee's choice-of-law rules. THE EXCLUSIVE VENUE FOR ANY DISPUTE RELATING TO THIS AGREEMENT IS THE FEDERAL OR STATE COURTS SITTING IN CHATTANOOGA, TENNESSEE. YOU AND VENDOR CONSENT TO THE PERSONAL JURISDICTION OF THESE COURTS. Nothing in this agreement limits either party's ability to seek equitable relief. The section titles in this agreement do not limit the other terms of this agreement.

Any claim related to this agreement or the Web Site may not be brought unless brought within the 60 day period beginning 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 as well as to Vendor and its successors and assigns. Any notice to Vendor must be made by mail to BudgetGPS Notices, P.O. Box 5695, Chattanooga, TN 37406. Except for the purposes expressly set forth in this Agreement, Vendor does not accept e-mail notices. Failure to enforce any provision will not constitute a waiver of that provision. If any provision is found unenforceable, it and any related provisions will be interpreted to best accomplish the unenforceable provision's essential purpose, and the rest of this agreement will not change.

Nothing in this agreement creates an agency, partnership, or joint venture. There are no other third party beneficiaries to this agreement.

Vendor may assign this agreement, in whole or in part, at any time with or without notice to you. You may not transfer to anyone else, either temporarily or permanently, any rights to use the Web Site or any part of Web Site except as otherwise expressly provided in this agreement.

***Frequently Asked Questions are listing on our website at: [http:// www.budgetgps.com/faq.php](http://www.budgetgps.com/faq.php)