

Terms Of Service

These "Terms of Service" as well as any schedules attached to these Terms of Service ("Schedules") represent the entire Agreement ("Agreement") between you (the "Customer", "I,", "me," "your" and "you") and ATM's America ("ATM'S AMERICA", "we", "us" and "our"). You should review the entire Agreement. All of the parts are important and together create a legal agreement that applies to you once signed by the Customer. ATM'S AMERICA relies upon your word that you have reached the legal age of majority and that the person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms. Your account information may, from time to time, be disclosed to employees of ATM's America in order to service your account and/or respond to your questions.

Definitions:

- "Device" or "Devices" - any type of ATM'S AMERICA wireless telecommunications device or hardware.
- "Application" or "Applications" - any type of ATM'S AMERICA software, web sites/portals and mobile resources.
- "Service" or "Services" - any type of Electronic communications with ATM'S AMERICA Devices which includes the wireless telemetry messaging that ATM'S AMERICA provides through its wireless carrier partners, communications to/from ATM'S AMERICA data centers and communications to/from the Customer and/or third-parties.
- "Plan Charge" or "Plan Charges" - the monthly communication fee(s) for your Services.
- "Hardware Charge" or "Hardware Charges" - the purchase fee(s) for Devices and/or Hardware.
- "Month to Month Agreement" or "Month to Month Agreements" - the default agreement for Devices purchased at MSRP.
- "Wireless Service Agreement" or "Wireless Service Agreements" - a term based agreement for a reduced Device purchase price in exchange for a commitment to a preset Plan Charge for the term of the Wireless Service Agreement.
- "Extended Service Agreement" or "Extended Service Agreements" - a month to month service agreement that includes both a Plan Charge and an Extended Warranty Charge.
- "Extended Warranty Charge" or "Extended Warranty Charges" - a monthly Device add-on charge that extends the warranty for the Device. The warranty will remain valid as long as the monthly Extended Warranty Charge is paid.

By entering into these Terms of Service, you:

- Authorize ATM'S AMERICA to obtain information about your credit history and agree that ATM'S AMERICA may provide information to others about your credit experience with ATM'S AMERICA;
- Accept all provisions of these Terms of Service;
- Agree to cause all persons who use your account or with your authorization to comply with these Terms of Service;
- Acknowledge that the acts or omissions of all persons who use your account or with your authorization will be treated for all purposes as your acts or omissions;
- Acknowledge that you have received and/or had the opportunity to review a copy of the ATM'S AMERICA Terms of Service;
- Confirm that the information you have provided to us is up-to-date and accurate; and agree to notify us of any change in your information.

General Terms and Conditions:

- This Agreement becomes effective only when ATM'S AMERICA has received and approved the Customer's request for Service.
- This agreement supersedes any previous service agreements including those indicated on previous purchase orders and order forms.
- All Device ownership is transferred to the customer at the time of purchase.
- You understand and agree that you are bound by these Terms of Service. If you do not agree you must pay any remaining fees as set forth in this Agreement and cease usage of ATM'S AMERICA Devices and Services.
- ATM'S AMERICA reserves the right to change the Agreement by giving you at least 30 days' prior notice in writing of the change. Notice may be provided by including it on your invoice, by sending it to you via email, or by any other reasonable method including hyper-links to the updated documentation on the Internet. Subject to ATM'S AMERICA's right to make changes, no other statements (written or verbal) will change this Agreement. If you elect to refuse a change to this Agreement then you may terminate your Services with ATM'S AMERICA following the guidelines set forth in this Agreement.
- If any part of this Agreement becomes outdated, prohibited or unenforceable, then the remaining Terms of Service will continue to be applicable. If ATM'S AMERICA elects to not enforce any part of this Agreement, the Terms of Service remain valid and ATM'S AMERICA can elect to enforce it in the future.

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ATM'S AMERICA agrees not to disclose, sell or share Customer's data with any third party without expressed Customer consent.

- Service is available to Customers within range of participating wireless service providers.
- Scheduled Maintenance Window: ATM'S AMERICA's planned outages occur during monthly scheduled maintenance windows set for first or second Tuesday of the month from 05:00AM to 07:00AM Eastern standard Time (EST/EDT). Emergency/exception planned outages may occur outside of these existing maintenance windows to mitigate or avert any pending or uncontrolled failures.
- Customer has 30 days from receipt of product to return product for a full refund on the Hardware Charges, providing that Device is still in good working condition. Customer also agrees to pay the prorated Plan Charges of the trial period from time of activation until Customer requests deactivation and returns the units. Customer is responsible for return shipping costs.

Rates and Charges:

- The Customer is responsible for payment to ATM'S AMERICA of the charges related to the Services and purchasing of Devices/Hardware.
- Wireless Service Agreements begin on the date of Device purchase, after the initial term has expired, the Device will revert to an Extended Service Agreement on a month to month renewal. Customers may call in after the initial term has expired to request that Devices be placed on a Month to Month Agreement at the expense of canceling extended warranty coverage.
- The Customer is responsible for all applicable taxes and fees (including those not collected by ATM'S AMERICA).
- The Customer may authorize payment by cheque, credit card or ACH/EFT. Customers with any Wireless Service Agreements must use ACH/EFT for all of their monthly Plan Charges.
- Monthly Plan Charges will be applied on the 15th of every month.
- Credit Card Data: As a PCI DSS (Payment Card Industry Data Security Standard) compliant Service Provider and Merchant, ATM'S AMERICA acknowledges that it is responsible for the security of card holder data (CHD) that ATM'S AMERICA possesses or otherwise stores, processes or transmits as part of the Service.
- For Visa Customers, this charge will show up as "ATM's America" on your statement.
- For MasterCard Customers, this charge will show up as "ATM'S AMERICA Digital Products" on your statement.
- Billing and invoices will come from 'ATM'S AMERICA' in Canada: 53 Clark Road, Rothesay, NB E2E 2K9
- To deactivate or suspend Service for eligible Devices you must do one of the following:
 - Email your request in writing to support@ATM's Americawireless.com
 - Mail your request to the address on this Agreement
 - Fax your request to the fax number on this Agreement
- Refer to Schedule A: Fees for more information on Discretionary Account and Device Fees.

Warranty & Limitation of Liability:

- ATM'S AMERICA does not guarantee uninterrupted Service and shall not be liable to any Customer, user or other person resulting from mistakes, omissions, interruptions, delays, errors in transmission, defects in transmissions, failures or defects in equipment, or for any other reason including the failure to transmit which is caused by acts of God, fire, explosion, war, riots, strikes, lockouts, picketing, boycotts, acts of government authorities and causes originating in the facilities or any parts of the cellular telephone network. Without restricting the foregoing, in no event will ATM'S AMERICA be liable for indirect consequential or economic loss or damage, including loss of profits even if advised of the possibility thereof.
- No credit allowance shall be given for interruptions caused by the Customer's negligence or by the Customer's willful acts or for interruptions caused by the failure of Customer's equipment.
- Installation of ATM'S AMERICA Devices is the responsibility of the Customer unless otherwise specified. Customers are accountable for their own safety when installing ATM'S AMERICA Devices.
- Warranty: Please refer to your product documentation for the duration and details of your product warranty. Warranty does not cover loss or physical damage. ATM'S AMERICA is not liable for the loss of Customer equipment, cash or business transactions. ATM'S AMERICA's liability is limited to the price paid for your Device in question.
- The foregoing is ATM'S AMERICA's complete and only liability to the Customer.

Responsible Use of ATM'S AMERICA Devices and Services:

- Abuse or misuse of ATM'S AMERICA Devices and Services could result in the termination of your Agreement with ATM'S AMERICA and/or lead to criminal or civil charges.
- You are prohibited from using, enabling, facilitating, or permitting the use of any ATM'S AMERICA Device or Service for an illegal purpose, criminal or civil offence, intellectual property infringement, harassment or in a manner that would breach any law or regulation.

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- You are prohibited from using, enabling, facilitating, or permitting the use of any ATM'S AMERICA Device or Service for an illegal purpose, criminal or civil offence, intellectual property infringement, harassment or in a manner that would breach any law or regulation. You are prohibited from adapting, reproducing, translating, modifying, decompiling, disassembling, reverse engineering or otherwise interfering with any Applications or Devices used in connection with ATM'S AMERICA for any purpose including "testing" or research purposes; or modifying, altering, or defacing any of the trademarks, or other intellectual property made available through ATM'S AMERICA or using any indemnity or intellectual property except for the express purpose for which such intellectual property is made available to you through ATM'S AMERICA.
- Using harassing or abusive language or actions, whether verbal, written or otherwise, directed at ATM'S AMERICA employees, suppliers, agents and representatives.
- The Customer is responsible for obtaining the necessary legal consent(s) from those monitored users who are being tracked and/or monitored by your use and your sub-account holders' uses of the Device(s) and shall authorize the tracking and/or monitoring of such Device(s) by ATM'S AMERICA and its subcontractors. If a monitored user is a minor, you acknowledge that you and/or your sub-account holder have lawful guardianship over such minor and you further acknowledge that you and/or your sub-account holder have the legal right to lawfully monitor a user in the location or locations where the Device(s) is used. The service is not intended to track minors nor to collect information about minors to avoid being in violation of COPPA or any other regulation. You agree to indemnify and hold ATM'S AMERICA, its agents, licensees, licensors, and subcontractors harmless from any and all costs and expenses regarding any claim(s) arising from the unauthorized tracking and/or monitoring of the Device(s) by you or your sub-account holders.

Termination of ATM'S AMERICA Services and/or Agreement:

- In the event that you wish to terminate your Services with ATM'S AMERICA then please contact ATM'S AMERICA Support.
- You will be responsible for all Plan Charges up to the date of termination as well as all remaining charges included in Device purchases and/or Wireless Service Agreements.
- In the event that this Agreement is terminated before a Wireless Service Agreement term has been completed, by either party, the customer indicated in this agreement agrees to immediately pay ATM'S AMERICA an early termination fee equal to the lesser of:
 - ATM Hercules - 1) \$300 or 2) the amount that is equal to the number of months remaining unpaid in the term multiplied by the Monthly Wireless Cost.
 - Titan CANBus (AMS710) - 1) \$400 or 2) the amount that is equal to the number of months remaining unpaid in the term multiplied by the Monthly Wireless Cost.
 - Titan TrackAll/Multitrack - 1) \$300 or 2) the amount that is equal to the number of months remaining unpaid in the term multiplied by the Monthly Wireless Cost.
- ATM'S AMERICA reserves the right to terminate any ATM'S AMERICA Services or this Agreement for any reason upon a minimum of 30 days' prior written notice to you.

Events of Default:

- The Customer fails to make a payment when a payment is due.
- The Customer breaches or fails to comply with any part of this Agreement.
- In the event a default should occur, ATM'S AMERICA will make all reasonable attempts to work with the Customer to ensure that there are no interruptions in Service. If the event of default is unresolved after attempting to resolve the situation, ATM'S AMERICA may at its discretion and in no particular order:
 - Apply Discretionary Account Fees (Refer to Schedule A: Fees)
 - Suspend the Customer's Service until resolved
 - Terminate this Agreement. In the event of a termination, ATM'S AMERICA will immediately bill the Customer for all outstanding Plan Charges, Wireless Service Agreements and all costs/expenses, including but not limited to, legal expenses incurred by ATM'S AMERICA in exercising its remedies as specified herein. In all cases ATM'S AMERICA shall incur no liability whatsoever and the Customer shall remit payment on the bill immediately upon receipt of the bill.

Assignment:

- This Agreement cannot be transferred or assigned by the Customer without the express consent of ATM'S AMERICA.

Language:

- The English language will control with respect to the construction and interpretation of this Agreement. Any version of this Agreement in a language other than English is provided as a convenience. The English language version of this Agreement will govern and control over any such other version of this Agreement in all respects.

Governing Law:

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- This Agreement shall be governed by and construed in accordance with the laws applicable in the Province of New Brunswick, Canada and shall be subject to the exclusive jurisdiction of the courts in New Brunswick, Canada

Schedule A: Fees

- Discretionary Account Fees
 - Late Payment Fee: Interest is charged on overdue balances. An overdue balance is one where charges have been billed on a previous statement and have not been paid in full by the due date. On the date when interest is charged (typically 2-3 days following the due date), the overdue balance is then multiplied by 2% monthly (26.82% per annum)
 - Reactivation Fee (account suspended for non-payment): \$20.00
 - NSF/Returned Payment/Pre-Authorized Payment Failure/Credit Card Denial: \$35.00
- Device Fees
 - Deactivation
 - 3G/4G: All applicable Plan Charges up to the date of Customer notification to deactivate the Device and all remaining Hardware Charges and/or charges from Wireless Service Agreements.
 - CDMA: All applicable Plan Charges up to the date of Customer notification to deactivate the Device and all remaining Hardware Charges and/or charges from Wireless Service Agreements.
If deactivated, CDMA Devices will be unable to be reactivated.
 - LTE: All applicable Plan Charges up to the date of Customer notification to deactivate the Device and all remaining Hardware Charges and/or charges from Wireless Service Agreements.
 - Suspension:
 - 3G/4G:
 - Devices on Wireless Service Agreements may not be suspended until the term of the agreement has expired.
 - ATM Customers: The Customer may suspend a unit indefinitely on a \$5.00/month Plan Charge.
 - AMS Customers: The Customer may suspend a unit indefinitely on a \$7.00/month Plan Charge.
 - Devices that are powered on while on a suspend plan may incur additional charges up to \$100. Please contact ATM'S AMERICA Support to ensure that Devices are removed from the Suspend plan prior to usage.
 - CDMA:
 - Devices on Wireless Service Agreements may not be suspended until the term of the agreement has expired.
 - The Customer may suspend a unit indefinitely on a \$7.00/month Plan Charge.
 - Devices that are powered on while on a suspend plan may incur additional charges up to \$100. Please contact ATM'S AMERICA Support to ensure that Devices are removed from the Suspend plan prior to usage.
 - LTE:
 - Devices on Wireless Service Agreements may not be suspended until the term of the agreement has expired unless prior approval is given by ATM's America. Seasonal businesses may suspend service for up to six months at a cost of \$1.00 per month
 - ATM Customers: The Customer may suspend a unit indefinitely on a \$5.00/month Plan Charge.
 - Failover Customers: The Customer may suspend a unit indefinitely for a \$5.00/month Plan Charge.
 - Devices that are powered on while on a suspend plan may incur additional charges up to \$100. Please contact ATM'S AMERICA Support to ensure that Devices are removed from the Suspend plan prior to usage.
 - Reactivation:
 - 3G/4G: \$25.00 for each deactivated Device.
 - CDMA: \$9.00 for each suspended Device.
 - LTE: \$25.00 for each deactivated Device.
- Overage Fees
 - 2-Way/RMS and Unlimited Transactions for 3G/4G/LTE ATM units are subject to reasonable usage for a typical ATM. ATM'S AMERICA, at its discretion, reserves the right to cancel this agreement if usage is deemed excessive.
 - CDMA service includes 2000 transactions with \$0.03 per transaction overage fee.
 - Certain AMS/GPS billing plans are subject to overage charges. Please contact our sales team for details of your plans.

**We have read and agree to the ATM'S AMERICA
Terms of Service:** _____

Terms Of Service

Name	For (Company)	Title
Date	Authorized Signature on Account X _____	

There is no more information or terms below this line

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