

GMPCS SERVICE AGREEMENT FOR GEOPRO - INDIVIDUAL

For Individual Use Only- Businesses & Government Agencies must complete the Business version of this Agreement

Please read the following information carefully, **initial and sign** at the bottom of the back page. If you have any questions or require additional assistance, contact GMPCS sales or customer service at (954)973-3100 or toll-free at: 1(888) 664-6727.

Part 1 YOUR INFORMATION

Please fill out all of the information below. [All information will be kept strictly confidential]

First Name _____ Middle Initial _____ Last Name _____
 Mailing Address _____
 City _____ State _____ Post Code _____ Country _____
 Phone# _____
 Mobile # _____ Mobile Provider* _____

**Not all mobile providers are available to receive alerts from a Geo Pro device. GMPCS will notify you if this is unavailable to your mobile phone.*

E-Mail Address _____
 Time Zone/Location for device to be used in: _____
 Unit IMEI # _____

Part 2 Automatic Deduction From Credit Card:

GMPCS requires a credit card for automatic monthly billing for each individual airtime account.

Card Number _____ Security Code** _____ Expiration _____ (MM/YY)

*(**Security Code: M.C. & Visa: on back of Card:- (3 digits); AMEX on Front of card (4 digits))*

Name as it appears on Credit Card: _____

Billing address is the same as the address in part 1: YES NO (If No, please indicate billing address below):

Credit Card Billing Address: _____
 City _____ State _____ Post Code _____ Country _____

Item	Price
GeoPro Messenger Complete Kit	\$699.00
Initial GeoPro Web Applications Software License Fee	\$50.00



Monthly Access & Application License Fee	\$35.00
Message Fees/Type	\$0.20
Text Messages	\$0.20
Check-in	\$0.20
Waypoint	\$0.20
See Me	\$0.20
Locate	\$0.20
Emergency	\$0.20
Tracking	\$0.10



Google map showing GeoPro tracking

Usage Bundles

Pooled Message Bundles (Includes all message types except tracking)	
Message Bundle 100	\$12.00

Pooled Tracking Bundles (Includes automated tracking messages)	
Tracking Bundle 100	\$8.00

Bundles are Pre Paid units. Once you go over your allotted amount you are then charged at the rates in the chart above.

GMPCS PERSONAL COMMUNICATIONS INC. - Mobile Satellite Services Terms and Agreement

(1) Availability Of Limited Service: Service is generally available to satellite terminals equipped for this service when within the satellite footprint. Service is furnished to Customer or Customer's authorized user.

(2) GMPCS Service: Customer has contracted to have GMPCS provide the service under the terms detailed in this Agreement. Basic Satellite Service is provided via the Iridium network utilizing land earth stations. Iridium service is provided through stations operated by Iridium, LLC. And Geo Pro. Customer agrees to remain as a subscriber of the service for a period of one year from the date of service activation, and furthermore, agrees to pay any applicable activation, monthly service, service usage fees and any applicable taxes thereon. GMPCS reserves the right to change rates at anytime.

(2.1) Renewal/Cancellation/Deactivation of service: All plans automatically renew at the end of 12 months. Customers who do not wish to renew their contract must provide notice of cancellation to GMPCS thirty days prior to the end of the contract term. If notice of cancellation is not received the service agreement will be renewed on a year to year basis.

(3) Early terminations: Early terminations of yearly service plans or within the first year of monthly service plans are subject to a \$420.00 cancellation fee per terminal or full payment of the contractual commitment, whichever is higher. Any terminal reactivated within 12 months of being deactivated will incur a \$80.00 reactivation fee per terminal in addition to monthly access and application license fees. Notice of termination should be in writing to: GMPCS Customer Service Department, at 1501 Green Rd. Suite A-B, Pompano Beach, FL. 33064 USA. This Service Agreement cannot be assigned without the written consent of GMPCS.

(4) Data Transmission Use & Dropped Calls: Due to the technical nature of data setups and the inherent sophistication of data transmission through a variety of satellite and other operating systems, GMPCS makes no representation as to the success of data through any system. Customer agrees that all data attempts regardless of ultimate successful transmission and termination will be paid for and no credits will be given in the event of dispute of this nature. Along with potential incorrect use (i.e.: next to a building/obstruction), all satellite systems (including low earth orbiting satellite constellations) have inherent flaws and anomalies that can create dropped usage. GMPCS can provide data setup technical support beyond the normal provided setup instructions at an additional charge. Please consult with a sales representative for more details.

(5) Invoicing and Guarantee of Payment of Services: GMPCS will invoice customer monthly. Customers with annual plans will receive an invoice once a year and anytime there has been airtime usage. This bill is due upon receipt. GMPCS will charge the customer's credit card each month for the next month's monthly service fee and the previous month's airtime. It is the customer's responsibility to notify GMPCS when their credit card renews (with the new expiration date and any other changes) or if they wish to change credit cards. Failure to provide GMPCS with updated credit card information could result in suspension of service, deactivation of equipment, and a reactivation fee.

(6) Taxes: The price of the service does not include sales, usage, excise, ad valorem, property or any other taxes now or hereafter imposed, directly or indirectly, by any governmental authority or agency with respect to the Service. Customer shall pay such taxes directly or reimburse GMPCS for any such taxes.

(7) Non-Payment / Breach: A late charge of the lesser of 1-1/2% per month will be applied to each of Customer's service bills not paid by the due date. This late charge is applicable to the unpaid balance as of the due date. Customer shall pay GMPCS all costs including, without limitation, reasonable attorney fees, the fees of any collection agency, and any other costs incurred by GMPCS in exercising any of its rights under the Agreement. Should Customer's service be suspended for non-payment, GMPCS will charge a \$80.00 per terminal fee for re-activation. GMPCS charges a fee of \$35.00 for returned checks.

(8) Limitation of Liability: The satellite services provided by GMPCS may be temporarily interrupted, delayed or otherwise limited and is not available everywhere in the world. GMPCS makes no representation that it can provide uninterrupted service. Furthermore, GMPCS shall have no liabilities or credit due for interrupted service unless caused by the gross negligence of GMPCS. GMPCS shall not be liable for acts or omissions of other carriers, equipment failures or modifications, acts of God, strikes, government actions, or other causes beyond our reasonable control.

GMPCS MAKES NO WARRANTIES WITH RESPECT TO THE SERVICE OF ANY KIND WHATSOEVER, EXPRESSED OR IMPLIED, EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT. THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE ARE HEREBY DISCLAIMED AND EXCLUDED. GMPCS SHALL NOT BE LIABLE TO ITS DISTRIBUTOR OR CUSTOMER OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES REGARDLESS IF CAUSED BY THE SOLE NEGLIGENCE OF GMPCS.

(9) Subscriber Terminals and Equipment: Unless provided otherwise, GMPCS is not responsible for the installation, operation, quality of transmission, or maintenance of Customer equipment. If Customer's equipment is stolen, Customer should notify GMPCS immediately, but will still be held responsible for all charges as agreed upon in this Agreement.

(10) Licensing: Customers wishing to operate satellite equipment while in foreign territories shall be required to obtain any and all licensing or approvals that may be required to operate within that territory. GMPCS does not guarantee any authority to radiate from territories other than those allowing trans-border operations of satellite equipment.

(11) Governing Law: *This contract is governed by the laws of the State of Florida and applicable tariffs.*

(12) CUSTOMER AGREES THAT ANY LEGAL PROCEEDING COMMENCED BY ONE PARTY AGAINST THE OTHER, SHALL ONLY BE BROUGHT IN STATE COURT IN BROWARD COUNTY, FLORIDA. BOTH PARTIES SUBMIT TO SUCH JURISDICTION AND WAIVE ANY OBJECTION TO VENUE AND/OR CLAIM OF INCONVENIENT FORUM.

(13) CUSTOMER FURTHER AGREES THAT THIS CONTRACT IS DEEMED EXECUTED IN FLORIDA AND ALL TRANSACTIONS REGARDING THIS SERVICE AGREEMENT OCCURS IN FLORIDA.

I acknowledge that I have read, understand and will be bound by all the terms and conditions included in all pages of this Service Agreement. I further acknowledge that I am fully authorized to sign as responsible party and that I authorize GMPCS Personal Communications Inc., or its representatives to access and review the information and references identified within this application, obtain my personal credit report and credit history and/or all other relevant information and materials that I provide for the purpose of identifying my financial status and creditworthiness.

Customer Signature

Date

Printed Name