



Protect Who Matters Most™

LonerGPS™ Lone Worker Safety Device
LonerMobile™ Worker Safety Application
LonerPortal™ Mobile Worker Safety Portal

Terms and Conditions, Safety, and Warranty



Protect. Share. Connect.™

LonerMobile™ Worker Safety Application
LonerPortal™ Mobile Worker Safety Portal
Terms and Conditions, Safety, and Warranty – English

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Terms & Conditions

Activating Your Service/Eligibility Criteria

BY ACTIVATING YOUR LONERMOBILE SERVICE THROUGH THE INTERNET, BY TELEPHONE, BY FACSIMILE, BY PURCHASE ORDER, OR OTHERWISE ELECTRONICALLY, YOU ACKNOWLEDGE RECEIPT OF AND AGREE TO THESE TERMS AND CONDITIONS. IN ORDER TO ACTIVATE YOUR SERVICE YOU MUST BE THE AGE OF MAJORITY IN YOUR PROVINCE OR STATE OF RESIDENCE OR YOU MUST HAVE YOUR PARENT OR LEGAL GUARDIAN ACTIVATE ON YOUR BEHALF.

BlackLine GPS Inc. ("BlackLine", "BlackLine GPS", "we", "our") is pleased to be able to offer service plans, including, without limitation, LonerMobile monitoring and tracking services, (together the "Service(s)") accessible through our LonerMobile software application product (the "Product") and through the BlackLine website located at www.blacklinegps.com or the LonerPortal™ website located at www.lonergps.com (collectively, the "BlackLine Site"). These terms and conditions apply to the Services we offer to our customers ("you" or "your"), including anyone who purchases or uses our Services. If you do not agree with any of these terms and conditions, you have no permission to use, and must not use, the Services – and you should contact BlackLine GPS immediately at 1-866-859-4118.

The Service is provided at our discretion. We can modify or cancel it or take corrective action at anytime without prior notice and for any reason, including, but not limited to, installation of required updates to the Service or LonerMobile application or your violation of any of these terms and conditions. BlackLine GPS may also change these terms and conditions from time to time, which changes shall become effective upon posting to the BlackLine Site. To stay up-to-date, please make sure to check the BlackLine Site or contact us at support@blacklinegps.com and we will e-mail you the latest terms and conditions.

Electronic Communications

When you visit the BlackLine Site or send text message or e-mail to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on the BlackLine Site. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You acknowledge and agree that BlackLine GPS may contact you by text or e-mail in order to provide you with updates pertaining to its Services as well as information about additional offers, products or events that BlackLine GPS believes may be of interest to you.

Acceptable Use of Services

You will use BlackLine GPS Services in compliance with law, these terms and conditions and other BlackLine GPS price lists and use policies adopted from time to time ("Terms"). You agree not to use BlackLine GPS Services or equipment in any way that is illegal, fraudulent, abusive, or interferes with another subscriber's services or with the underlying network. You agree not to harass, threaten, embarrass, abuse, cause distress, unwanted attention, or discomfort to any entity or person. You may not alter any of the hardware or software on your BlackLine LonerMobile application. You may not resell our Services. You may not transfer your account to any third party without our prior written approval. Transmission of SPAM using BlackLine GPS Services is prohibited. If it is discovered that unsolicited messages are sent from your LonerMobile application (whether intentionally or unintentionally) we reserve the right to terminate your Service without further notice.

About Our Service

BlackLine GPS' Services are provided only through BlackLine LonerMobile applications purchased from BlackLine GPS or an authorized retailer. BlackLine GPS uses GSM/GPRS wireless network operators in order to provide you with telecommunications services. Service is intended for Canadian and United States use, dependant upon the service plan that you choose.

Our Coverage Area

BlackLine GPS is able to provide you with Services in certain geographic areas covered by our wireless service partners or where roaming arrangements are in place. Out-of-country roaming capability is only enabled within specific service plans. Please speak with a BlackLine GPS representative regarding coverage in your area or consult BlackLine's Web site.

Privacy

In order to activate and use your Service and fulfill our commitments to you, BlackLine GPS will collect certain identifiable information about you ("Personal Information") (e.g. name, contact information, credit card number). This Personal Information will only be used and disclosed in accordance with our Privacy Policy available at www.lonergps.com/privacy.

BlackLine does not share, sell, or rent your personal information to a third party. We may use your personal data in order to analyse our customer base. Statistical information may be shared with third parties - but BlackLine GPS will ensure your anonymity. We protect your personal information to maximum extent that the law allows.

You acknowledge that BlackLine GPS has no obligation to monitor any Materials or Content (defined below) accessible, transmitted through or posted through or to the Services. You agree that BlackLine GPS has the right to monitor your use of the Services electronically from time to time and to disclose any information necessary to: (a) satisfy any legal, regulatory or other government request; (b) operate the Services properly; or (c) protect itself, other customers or users in accordance with the Privacy Policy. BlackLine GPS reserves the right to refuse to post or to remove or limit access to any Materials or Content in whole or in part, that violates these Terms or is otherwise deemed objectionable by us in our sole discretion.

Registration, Accounts and Passwords

Certain elements of the Services may require registration. Should you choose to register for such Services or related features, you agree to provide accurate and current information about yourself as required by the relevant registration process, and to promptly update such information as necessary to ensure that it is kept accurate and complete. You agree to be responsible for: (a) maintaining the confidentiality of any passwords or other account identifiers which you choose or are assigned as a result of any registration with the Service; and (b) all activities that occur under such password or account. Further, you agree to immediately notify BlackLine GPS of any

unauthorized use of your password or account. BlackLine GPS shall not be responsible or liable, directly or indirectly, or in any way for loss or damage of any kind incurred as a result of, or in connection with, your failure to comply with these requirements.

Charges and Refunds

Rates are identified in our price lists that we update from time to time on our website, www.gps-LonerGPS.com, or provide directly to you. There may be additional charges for certain service features and functionality associated with usage of specific service plans. All rates are subject to change without prior notice, and additional regulatory surcharges and taxes may apply. Pre-payments are non-refundable, regardless of who actually uses or possesses your LonerMobile application after you buy pre-paid services, and regardless of whether the LonerMobile application use is made with your consent or knowledge.

Disputed Charges

If you think there has been an error in a charge posted to your credit card, you need to notify us within thirty (30) days after the charge is posted to your credit card, to request an adjustment. Please call BlackLine GPS (1-866-859-4118) to confirm the charges posted to your credit card or to report any concerns you have regarding the posting of such charges.

Downloads

Any software made available to you for downloading in connection with the Services or usage of LonerMobile is done so subject to applicable terms provided to you during the download and installation process. You agree to review and abide by any applicable terms and assume all risk associated with the use of such software.

About Content

BlackLine GPS and its business partners provide messages, data, information, text, content or other materials ("Materials") for your private use only. Any Materials made available through BlackLine GPS' Service may not be used for any other purposes, including broadcast for public purposes. You are solely responsible and liable for your access, use, receipt, transmission or downloading of any Materials. BlackLine GPS does not make any representations with respect to any of the services provided by third parties and expressly disclaims any liability for such services.

Your Content

Any text, messages, and any other information transmitted through or to the Services by you ("Content") will be considered confidential though non-proprietary. BlackLine GPS and designees will be free to copy, store, and internally use as required all text, messages, and any other information transmitted through or to the Services by you for its own internal purposes as needed. You may not upload, download, edit, modify or transmit any Content that may infringe on any patent, trade-mark, trade secret, copyright, or other intellectual property right of any person. Infringement may result from the unauthorized copying, posting, editing, modifying or distributing of any Content, including graphics, pictures, photographs, logos, software, and articles. By posting any Content, you represent that you have legal right to use, distribute, and publish such Content.

Suspension or Termination of Service

We reserve the right, without notice to you, to suspend or terminate use and access to BlackLine GPS Services, and where appropriate, cooperate with legal authorities, at any time should we believe in our sole discretion that you have violated any law, or any of these Terms or other applicable terms and conditions or codes of conduct. You agree that BlackLine GPS shall not be liable to you or to any other person as a result of any such suspension or termination. If you are unsatisfied with any Terms regarding the use of the Services, please discontinue using the Services. Any amounts payable for Services shall be payable in advance and we shall not be required to refund to you any amounts prepaid for use of any Services.

Lost or Stolen Equipment

If your LonerMobile application is lost or stolen, we are not responsible for the loss, theft or unauthorized use of prepaid Service. Once you call us, your account will be suspended. If you have pre-paid Service, you must contact BlackLine in order to activate the replacement LonerMobile, rather than activate LonerMobile through the on-line activation process.

Copyright

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Refunds

BlackLine GPS hopes you enjoy its LonerMobile product and Services. In the event that you are dissatisfied with your LonerMobile service, within 10 days of purchase, you may request a refund from your point of purchase. In the event of an exchange of an activated LonerMobile device, you must call BlackLine GPS (1-866-859-4118) and provide the new LonerMobile PIN.

Software License

The software embedded within the LonerMobile application, and the supporting LonerPortal server Service software ("the Software") are the property of BlackLine GPS. All title and copyright in and to the Software is owned by BlackLine. The Software is protected by copyright laws and international treaty provisions. This Software is licensed to you, not sold. By activating your LonerMobile application, or

otherwise using the Software, you agree to be bound by these terms. If you do not agree to the terms, you must not activate or use the Software, and you should contact BlackLine GPS immediately at 1-866-859-4118.

All rights not specifically granted in these terms are reserved by BlackLine. BlackLine hereby grants to you one non-exclusive, single concurrent use license to use the Software subject to the following terms and conditions:

- (a) You may use the Software on more than one computing device
- (a) You may not alter, merge, modify, adapt or translate the Software, or decompile, reverse engineer, disassemble, or otherwise reduce the Software to a human-perceivable form.
- (b) Unless otherwise provided herein, you may not modify the Software or create derivative works based upon the Software.
- (d) You shall not use the Software to develop any product having the same primary function as the Software, or any other product whatsoever.
- (e) In the event that you fail to comply with these terms, BlackLine may terminate the license and you must cease all use of the Software.
- (f) BlackLine reserves the right to revise the Software without obligation to notify any person or organization of any such changes or revisions.
- (g) You acknowledge and agree that any obligation BlackLine may have to support and/or offer support for the earlier version of the Software may be ended upon availability of the upgrade.

BlackLine GPS warrants to the original end user purchaser that the Product will be free from non-conformities in materials and workmanship for a period of one (1) year from the date of purchase. During this period BlackLine's sole obligation under this Limited One Year Warranty is to repair or replace, at BlackLine's option, a non-conforming product at no cost to the original end user purchaser other than the cost of packing, insuring, and shipping the product to BlackLine.

This Limited One Year Warranty will be considered VOID if the product is found to have been subjected to repairs not authorized by BlackLine, or if it has been modified, neglected, improperly maintained, misused, abused, or the appearance of the product reveals damage by your failure to provide proper maintenance. BlackLine does not warrant damage occurring in transit and does not warrant claims asserted after the end of the warranty period.

To request warranty repairs on your warranty claim, you must contact BlackLine for a return authorization number (RA number) prior to shipment. When authorized, BlackLine GPS will provide you with a shipping address. LABEL YOUR SHIPMENT DOCUMENTATION WITH THE STATEMENT "RETURNING MERCHANDISE TO THE MANUFACTURER FOR REPAIR". BLACKLINE WILL NOT BE RESPONSIBLE FOR CUSTOMS OR BROKERAGE CHARGES DUE TO SHIPMENT. SEND YOUR PRODUCT, POSTAGE PREPAID, TO BLACKLINE GPS. All warranty requests must be accompanied by a valid dated sales receipt and a brief note describing the difficulty you are experiencing with the product in as much detail as possible.

Products that are repaired or replaced by BlackLine under the terms of this Limited One Year Warranty will be shipped back to you with BlackLine paying the return shipping charges using a non-expedited shipping service. If your product should be found to require repairs outside of the Limited One Year Warranty coverage (more than 1 year), BlackLine will notify you prior to repair as to the nature of the problem, quote the price of the product's repair, and if approved, perform the repair or replacement and bill you for parts, labor, and return shipping charges.

Workmanship related to the repair, and replacement components, are warranted, subject to the exclusions and procedures set forth below, to be free, under normal use and maintenance, from defects in material and workmanship for 90 days from performance or delivery, or for the balance of the original warranty period, whichever is greater.

BlackLine reserves the right to modify Products without any obligation to notify, supply or install any improvements or alterations to existing Products.

Disclaimer of Warranties

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BlackLine does not warrant that the BlackLine site, its servers, or e-mail sent from BlackLine are free of viruses or other harmful components.

BlackLine GPS does not warrant or guarantee timely, secure, error-free or uninterrupted Service or that Service will be available at any specific time or in any geographic location. BlackLine GPS does not guarantee that messages or content will be received or transmitted through BlackLine GPS' Service. Quality of Service may be affected by conditions beyond our control, including atmospheric, electrical, wireless communication, global positioning service, geographic, or other conditions.

BlackLine does not warrant or guarantee the precision or accuracy of positions or positioning-derived data obtained when using the Product. The Product is not intended as a sole instrument for ensuring safety of life. BlackLine does not warrant or guarantee the precision or accuracy of positions or positioning-derived data obtained when using the Product. The potential accuracy of Products as stated in BlackLine literature and/or Product specifications serves to provide only an estimate of achievable accuracy based on:

- Specifications provided by the US Department of Defense for GPS Positioning,
- GPS OEM Receiver specifications of the appropriate manufacturer (if applicable)

Limitation of Liability

General

BlackLine GPS provides you with Services through the networks of telecommunications providers and through other suppliers and third parties (together "Suppliers"). Your use of the Services of BlackLine GPS and equipment, facilities and services of Suppliers is at your own risk. Subject to the terms hereof, BlackLine GPS and the Suppliers will not be liable for any damages, losses of any kind or injury, including lost profits (regardless of whether we have been notified that such loss may occur) arising directly or indirectly from any of the following:

- a. Your use of the Services of BlackLine GPS and of the Suppliers, including the use of any facilities or equipment used in conjunction with such Services including but not limited to the Product and the BlackLine Site;
- b. Any act, mistake, omission, interruption, delay, error, defect or misrouting of communications by the Suppliers;
- c. Any failure that may arise from the facilities or equipment used by BlackLine GPS or the Suppliers;
- d. Libel, slander or defamation arising from material transmitted or received through the use of BlackLine GPS' Services and the services, equipment and facilities of the Suppliers;
- e. Infringement of patents, trade-marks or copyrights arising from combining or using BlackLine GPS' Services or equipment;
- f. Any damage, loss or injury caused by or to a vehicle, watercraft, aircraft or other property if such damage, loss or injury resulted in connection with the Services or failure of the Services provided by BlackLine GPS or the services of the Suppliers; or
- g. Physical injuries or death (except as caused by our negligence), any other damages, loss of profits, loss of earnings, loss of business opportunities, or other loss resulting directly or indirectly out of or in connection with the use of the Services of BlackLine GPS or the services, equipment and facilities of the Suppliers.

These limitations of liability apply to acts or omissions of BlackLine GPS, its partners, affiliates and Suppliers and each of their respective officers, directors, employees, suppliers, agents, consultants or other persons for whom in law such parties are responsible (together "Representatives"), which would give rise to a cause of action in tort, contract or any other doctrine of law.

Indemnification

You agree to indemnify and hold BlackLine GPS, its partners, affiliates, and Suppliers and each of their respective Representatives harmless from any and all liabilities, penalties, claims, causes of action and judgments brought by third parties (including costs, expenses and related reasonable legal fees) resulting from your use or misuse of the Services, the Product or the BlackLine Site, or a breach of any of the Terms whether based in contract, tort (including strict liability) or other doctrine of law and regardless of the form of action.

Applicable Law

By visiting the BlackLine Site, you agree that the laws of the province of Alberta, Canada, without regard to principles of conflict of laws, will govern these Terms of Use and any dispute of any sort that might arise between you and BlackLine.

Disputes

Any dispute relating in any way to your visit to the Services or the BlackLine Site or to products you purchase through BlackLine shall be submitted to confidential arbitration in Calgary, Alberta, Canada, except that, to the extent that you have in any manner violated or threatened to violate the intellectual property rights of BlackLine, BlackLine may seek injunctive or other appropriate relief in any state or federal court in the province of Alberta, and you consent to exclusive jurisdiction and venue in such courts. Arbitration under this agreement shall be conducted under the rules then prevailing of the Arbitration and Mediation Institute of Canada. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise.

Notices

You may notify us by mail sent to BlackLine GPS Inc. Suite 101 1215 13th Street SE, Calgary, AB, T2G 3J4. Such notices will be considered effective after we receive them at the address noted above. Any notice we send you will be sent to your last known residence or electronic address as shown on our records.

Severability

If any of these terms and conditions shall be deemed invalid, void, or for any reason unenforceable, that term or condition shall be deemed severable and shall not affect the validity and enforceability of any remaining term or condition.