

MOBIL TRACKR LIMITED WARRANTY

THE LIMITED WARRANTY CAN ALSO BE FOUND ONLINE AT WWW.MOBILTRACKR.COM/WARRANTY AND IN THE DOCUMENTATION WE PROVIDE WITH THE PRODUCT.

WE WARRANT THAT DURING THE WARRANTY PERIOD, THE PRODUCT, SOFTWARE, AND SERVICE WILL BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

OUR RESPONSIBILITY FOR DEFECTIVE GOODS IS LIMITED TO REPAIR OR REPLACEMENT AS DESCRIBED BELOW IN THIS WARRANTY STATEMENT.

WHO MAY USE THIS WARRANTY?

Mobil Trackr is located at address 12175 Visionary Way Fishers, IN 46038 and ("we") extend this Limited Warranty only to the consumer ("you") who originally purchased the Product, Software or Service. It does not extend to any subsequent subscriber or other transferee of the Product, Software or Service.

WHAT THIS WARRANTY COVERS

This warranty covers substantial defects in materials and workmanship in your Mobil Trackr distributed device ("Product" or "Device"), including but not limited to the Bluetooth® iBeacon, On-Board Diagnostic ("OBD") dongle, and cellular-based hardwired telematics hardware requiring professional installation, as well as corresponding Applications, Software and Services ("Software" or "Service"). This warranty covers the Mobil Trackr account owner in contract for services with Mobil Trackr according to the Terms and Conditions Agreement. With respect to any defective product during the limited warranty period (described below), we will, in our sole discretion repair or replace such Product (or the defective part) free of charge. We will also pay for shipping and handling fees to return the repaired or replacement Product to you if we elect to repair or replace the defective Product. We warrant that the Software and Services do not and shall not contain any software viruses, malware, Trojan horses, worms or other harmful components design to interrupt, destroy or limit the functionality of any computer or telecommunications equipment or software, including but not limited to the Product.

WHAT THIS WARRANTY DOES NOT COVER

This warranty does not cover any problems which result from improper transportation, storage, installation, use or set-up of the Device or Service, failure to follow the product instructions or to perform recommended or preventive updates, modifications, unauthorized repair, use in emergency vehicles, abuse, use, accidents or acts of God, such as hurricanes or floods or other actions or events beyond our reasonable control. This warranty does not cover any incidental or consequential damages to the vehicle, smartphone or other property related to use of the Device, Software or Service. This warranty does not cover anyone who is not in contract for Services with Mobil Trackr. For avoidance of doubt, the forgoing Limited Warranty shall not apply to third party applications.

HOW LONG THE WARRANTY LASTS

The coverage of this warranty lasts for the duration of your contracted Services term with Mobil Trackr. We may change the availability of this Limited Warranty at our discretion, but any changes will not be retroactive.

HOW TO GET WARRANTY SERVICE

If your Device is not operating correctly, contact the Mobil Trackr Authorized Reseller from whom you purchased your solution package. In most cases your reseller will be able to correct the problem, but if they are not able to do so, you should contact Mobil Trackr directly in writing at the following address:

Mobil Trackr
12175 Visionary Way
Fishers, IN 46038

Or, for a quicker response, email Mobil Trackr Customer Service at: info@mobiltrackr.com

Mobil Trackr may issue a Return Shipping Label for you to ship your Device back to Mobil Trackr and also issue you a replacement device. Within thirty (30) days of receipt of the returned device, Mobil Trackr will make a determination as to the cause of malfunction. If malfunction is due to improper use, installation, set up, abuse, use, accidents or acts of God, similar reasons, or any of the reasons listed above, Mobil Trackr will charge the customer account for the replacement Device at the following rates:

- \$20 – Bluetooth iBeacon
- \$100 – Cellular-based OBD Dongle
- \$200 – Telematics Hardware Device (requires professional installation)

LIMITATION OF LIABILITY

THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. OUR LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT, NOR SHALL WE UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

WHAT TO DO IF YOU ARE NOT SATISFIED WITH SERVICE

We believe you will be fully satisfied by the service you receive from your Mobil Trackr Authorized Reseller and from Mobil Trackr. However, because our aim is your complete and lasting satisfaction, Mobil Trackr adds another feature to your warranty's protection. In the unlikely event that you feel our response to a warranty service request is not satisfactory, Mobil Trackr offers you an opportunity to air your complaint to an impartial dispute-handling organization. The paragraph below explains how this works.

If you believe your Authorized Reseller and Mobil Trackr have not performed as stated in this warranty, you may submit a request for further consideration through your state or local consumer protection office. You should make any such request by sending a letter specifically demanding such dispute resolution and identifying yourself, Mobil Trackr, the defect and the remedy you seek.

Upon receiving your "Request for Dispute Resolution," your state or local consumer protection office will notify Mobil Trackr and ask for a response to your complaint. If Mobil Trackr disagrees with your complaint, the consumer protection office will arrange for informal dispute settlement between you and Mobil Trackr. See section "17. Customer Concerns and Arbitration" in the Terms and Conditions Agreement for more detailed information about how the informal dispute settlement process works. More information can be found on the Federal Trade Commission website at www.consumer.ftc.gov

You may not file suit against Mobil Trackr under the Magnuson-Moss Warranty Act, if applicable, until your claim has been submitted to the appropriate state or local consumer protection office for informal dispute settlement and a decision has been reached, or you have waited 40 days for a decision following the receipt of your submission of a Request for Dispute Resolution, whichever comes first. However, you may be entitled to file suit under state laws without waiting.

HOW STATE LAW APPLIES

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.