

eAlarmGPS Subscription Agreement

Last Revised: [05/25/2018]

This eAlarmGPS Subscription Agreement (the "**Agreement**") is a legal agreement between USA INNOVATIONS INC., dba BASU.COM ("**USAI**", "**we**", "**us**", and "**our**") and you ("**you**") and govern your use of the eAlarmGPS Emergency Alarm Services (the "**Services**").

BY INDICATING YOUR ACCEPTANCE BY CLICKING ON BOX, OR BY USING THE SERVICES, YOU AGREE TO BE BOUND BY THIS AGREEMENT.

1. Services

Subject to the terms of this Agreement and your payment of all applicable fees, USAI will make the Services available to you for your personal and non-commercial use during the period for which you have paid fees. USAI contracts with certain third parties to provide certain cellular and alarm monitoring services. USAI reserves the right to alter its use of third party contractors at any time with or without notice.

Alarm monitoring services are only available in the United States and Canada unless otherwise expressly stated.

2. Ownership

USAI and its licensors own all rights, title, and interest in and to the Services. USAI reserves all rights not expressly granted in this Agreement.

3. Payment

The Services are available for one year subscriptions only. You will be required to provide our 3rd Party Billing Software with your credit card, debit card, or other accepted payment account information to enable USAI to automatically (in advance either monthly, quarterly, or annually) charge your credit card, debit card, or other accepted payment account the fees associated with the Services you have selected.

By registering for the Services and agreeing to this Agreement, you hereby authorize USAI to charge your credit card, debit card, or other available payment account on file with us for the fees associated with the Services you have selected and at the times and intervals agreed to when you selected the Services. Your account will be automatically renewed for additional one year subscriptions until you cancel your Services.

You agree to maintain the accuracy, completeness, and effectiveness of your billing information and to immediately make appropriate changes to your account upon any changes to your billing information. Should you fail to do so, USAI will have the right to immediately terminate with 15 days final notice or cancel your access to the Services without notice to you and will have no liability to you or any third party for doing so.

All fees are exclusive of all taxes, levy or duties imposed by taxing authorities (whether directly or through third party service providers), and you shall be responsible for payment of all taxes, levies, or duties associated with your purchases hereunder.

4. Termination of Services and the Agreement

We can terminate this Agreement if you breach any of the terms. You can terminate this Agreement at any time by canceling your subscription to the Services. You can cancel your subscription to the Services by accessing your online account at <https://eAlarmGPS.com>. If you choose to cancel, your cancellation will take effect at the end of the twelve month period in which you cancel. If this Agreement is terminated for any reason, you will no longer have any of the rights to the Services set forth in this Agreement. Some of the terms of this Agreement will survive termination, including "Ownership," "Disclaimer and Limitations on Our Liability," "Indemnification," "Arbitration Agreement and Waiver of Certain Rights," and "Other Provisions."

5. Suspension of Services

If you lose your device, you may suspend the Services without charge for a period of 1 month. To restart your Service, go to your account on <https://eAlarmGPS.com> and update your device information with the new device and register your new device. If you do not restart your Services within 1 month, we will restart them automatically and start charging you in accordance with the Agreement.

6. Privacy

Your privacy is very important to us. Our Privacy Policy, available at <https://www.basu.com/privacypolicy.html> explains how we collect, use, protect, and when we share personal information and other data with others, including with our service providers. You are responsible for maintaining the confidentiality of your account information, including your username and password. You are responsible for all activities that occur under your account and you agree to notify us immediately of any unauthorized access or use of your account. We are not responsible or liable for any damage or loss related to any unauthorized access or use of your account. We do not sell any of your personal data to any third parties.

By using the Services, you provide your express consent to be bound by the Privacy Policy.

7. Terms Applicable to Third Party Service Providers.

USAI contracts with AT&T Corp. ("AT&T") and V Power Technologies, LLC ("VPT") to provide cellular communications and alarm monitoring services. As used herein, AT&T and VPT are together known as the "Third Party Providers." By agree to be bound by, and to follow, any rules, regulations, or requirements imposed by the Third Party Providers as it relates to the provision of the Services during the term of this Agreement.

The Third Party Providers may collect and process certain personally identifiable information about you when you use the Services. You expressly consent to such collection. You agree to this collection and processing. You also agree to be bound by the AT&T Acceptable Use Policy, which may be reviewed at <https://www.att.com/aup>.

VPT may contact you via SMS message, telephone, or email concerning alarm monitoring services. You expressly consent to receive such messages. Standard messaging rates may apply.

You agree to release the Third Party Providers from and against any and all claims, liabilities, damages, or costs arising from, or related to, the provision of the Services.

8. Disclaimer and Limitations on Our Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED. USAI AND ITS PARENTS, SUBSIDIARIES, AFFILIATES, SUPPLIERS, STOCKHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS (REFERRED TO COLLECTIVELY AS "AFFILIATES") HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE SERVICES, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ABSENCE OF ERRORS, BUGS, VIRUSES, AND/OR MECHANISMS WHICH MAY DISABLE, DAMAGE, OR INTERFERE WITH COMPUTER SYSTEMS OR NETWORKS.

YOU ACKNOWLEDGE AND AGREE THAT THE INFORMATION, SOFTWARE, APPLICATIONS, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SERVICES MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS AND THAT USAI AND ITS AFFILIATES SHALL HAVE NO LIABILITY FOR SUCH ERRORS. YOU ACKNOWLEDGE AND AGREE THAT USAI, ITS THIRD PARTY PROVIDERS, AND ITS AFFILIATES MAY MAKE IMPROVEMENTS AND CHANGES IN THE SERVICES AT ANY TIME WITHOUT NOTICE OR LIABILITY TO YOU.

INFORMATION YOU MAY RECEIVE FROM USAI MAY NOT BE RELIED UPON BY YOU FOR PERSONAL, SECURITY, MEDICAL, OR OTHER DECISIONS AND YOU SHOULD CONSULT AN APPROPRIATE PROFESSIONAL FOR SPECIFIC ADVICE TAILORED TO YOUR SITUATION.

YOU UNDERSTAND AND AGREE THAT ANY MATERIAL OR INFORMATION DOWNLOADED OR OTHERWISE OBTAINED FROM USAI IS DONE AT YOUR OWN RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE ARISING FROM DOING SO. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM USAI WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE IN THIS AGREEMENT.

THE SERVICES ARE PROVIDED TO HELP WITH PERSONAL SAFETY, BUT YOU SHOULD ALWAYS USE COMMON SENSE AND SEEK HELP WHEN IT IS NEEDED. USAI CANNOT AND DOES NOT GUARANTEE THAT ANY EMERGENCY PERSONNEL WILL RESPOND IN A TIMELY MANNER OR AT ALL, OR THAT THE MOST APPROPRIATE PERSONNEL WILL RESPOND. ADDITIONALLY, EMERGENCY RESPONSE PERSONNEL MAY NOT RESPOND BECAUSE OF LOCAL LAWS, REGULATIONS, OR POLICIES. YOU SHOULD VERIFY THAT APPROPRIATE EMERGENCY PERSONNEL HAVE BEEN CONTACTED AND HAVE ALL INFORMATION NEEDED TO RESPOND TO THE EMERGENCY.

USAI AND ITS AFFILIATES MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE SERVICES FOR ANY PURPOSE OR THE AVAILABILITY OF ANY NETWORKS OR COMMUNICATIONS LINES OR FUNCTIONING OF ANY DEVICE NECESSARY FOR THE SERVICES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL USAI OR ITS AFFILIATES BE LIABLE (i) FOR DAMAGES IN EXCESS OF THE GREATER OF \$1,000 OR THE AMOUNTS YOU HAVE PAID US IN THE PAST TWELVE MONTHS, OR (ii) FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SERVICES, WITH THE DELAY OR INABILITY TO USE THE SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES,

AND RELATED GRAPHICS OBTAINED THROUGH THE SERVICES OR OTHERWISE ARISING OUT OF THE USE OF THE SERVICES, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF USAI OR ANY OF ITS AFFILIATES HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations and disclaimers may not apply to you. To the extent USAI may not, as a matter of applicable law, disclaim any implied warranty or limit its liabilities, the scope and duration of such warranty and the extent of USAI's liability will be the minimum permitted under such law.

9. Indemnification

You agree to indemnify and hold USAI, its Third Party Providers, and its Affiliates harmless from and against any and all claims, liabilities, damages, losses, costs, expenses, and fees of any kind (including reasonable attorneys' fees and legal costs), arising from or relating to: (a) the use of the Services by you or anyone using your account; (b) the violation of this Agreement by you or anyone using your account; or (c) the violation of any rights of any third party, including intellectual property, privacy, publicity, or other proprietary rights by you or anyone using your account. USAI reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you. If we do assume the defense of such a matter, you will reasonably cooperate with USAI in such defense.

10. Arbitration Agreement and Waiver of Certain Rights

You and USAI agree that we will resolve any disputes between us through binding and final arbitration instead of through court proceedings. You and USAI hereby waive any right to a jury trial of any Claim (defined below). All controversies, claims, counterclaims, or other disputes arising between you and USAI relating to this Agreement or the Services (each a "**Claim**") shall be submitted for binding arbitration in accordance with the Rules of the American Arbitration Association ("**AAA Rules**"). The arbitration will be heard and determined by a single arbitrator. The arbitrator's decision in any such arbitration will be final and binding upon the parties and may be enforced in any court of competent jurisdiction. The parties agree that the arbitration will be kept confidential and that the existence of the proceeding and any element of it (including, without limitation, any pleadings, briefs or other documents submitted or exchanged and any testimony or other oral submissions and awards) will not be disclosed beyond the arbitration proceedings, except as may lawfully be required in judicial proceedings relating to the arbitration or by applicable disclosure rules and regulations of securities regulatory authorities or other governmental agencies.

If you demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, USAI will pay as much of the administrative costs and arbitrator's fees required for the arbitration as the arbitrator deems necessary to prevent the cost of the arbitration from being prohibitive. In the final award, the arbitrator may apportion the costs of arbitration and the compensation of the arbitrator among the parties in such amounts as the arbitrator deems appropriate.

This arbitration agreement does not preclude you or USAI from seeking action by federal, state, or local government agencies. You and USAI also have the right to bring qualifying claims in small claims court. In addition, you and USAI retain the right to apply to any court of competent jurisdiction for provisional relief, including pre-arbitral attachments or preliminary injunctions, and any such request shall not be deemed incompatible with this Agreement, nor a waiver of the right to have disputes submitted to arbitration as provided in this Agreement.

Neither you nor USAI may act as a class representative or private attorney general, nor participate as a member of a class of claimants, with respect to any Claim. Claims may not be arbitrated on a class or representative basis. The arbitrator can decide only your and/or USAI's individual Claims. The arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated.

If any provision of this Section is found to be invalid or unenforceable, then that specific provision shall be of no force and effect and shall be severed, but the remainder of this Section shall continue in full force and effect. No waiver of any provision of this Section of this Agreement will be effective or enforceable unless recorded in a writing signed by the party waiving such a right or requirement. Such a waiver shall not waive or affect any other portion of this Agreement. This Section of this Agreement will survive the termination of your relationship with USAI.

THIS SECTION LIMITS CERTAIN RIGHTS, INCLUDING THE RIGHT TO MAINTAIN A COURT ACTION, THE RIGHT TO A JURY TRIAL, THE RIGHT TO PARTICIPATE IN ANY FORM OF CLASS OR REPRESENTATIVE CLAIM, THE RIGHT TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED IN AAA RULES, AND THE RIGHT TO CERTAIN REMEDIES AND FORMS OF RELIEF. OTHER RIGHTS THAT YOU OR USAI WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

11. Other Provisions

Under no circumstances will we be held liable for any delay or failure in performance due in whole or in part to any acts of nature or other causes beyond our reasonable control.

The Federal Arbitration Act (including its procedural provisions) is the law that will be applied to determine whether Section 9 (Arbitration Agreement and Waiver of Certain Rights) can be enforced and how it should be interpreted. Apart from this, this Agreement will be governed by and construed in accordance with the laws of the State of California, without giving effect to any conflict of laws rules or provisions.

You agree that any action of whatever nature arising from or relating to this Agreement or the Services will be filed only in the state or federal courts located in Santa Clara County, California. You consent and submit to the personal jurisdiction of such courts for the purposes of any such action.

If any provision of this Agreement is found to be unlawful or unenforceable, then that provision will be deemed severable from this Agreement and will not affect the enforceability of any other provisions.

The failure by us to enforce any right or provision of this Agreement will not prevent us from enforcing such right or provision in the future.

We may assign our rights and obligations under this Agreement, including in connection with a merger, acquisition, sale of assets or equity, or by operation of law.

12. Changes to this Agreement

From time to time, we may change this Agreement. If we change this Agreement, we will give you notice by posting the revised Agreement on our website or by other reasonable means. Those changes will go into effect on the "Last Updated" date shown at the top of this Agreement. By continuing to use the Services, you are agreeing to be bound by the revised Agreement.

**PLEASE PRINT A COPY OF THIS AGREEMENT FOR YOU RECORDS AND PLEASE
CHECK OUR WEBSITE FOR ANY CHANGES TO THIS AGREEMENT.**