

Safe Fleet Video & Telematics WiFi Terms of Service
Last updated: December 11, 2020

These Safe Fleet Video & Telematics WiFi Terms of Service (this “WiFi TOS”) applies to your use of any wifi hotspot services that Seon System Sales, Inc. or its applicable affiliate (“Safe Fleet”) makes available to you (the “WiFi Service” or the “Service”). You must accept these WiFi Terms of Service prior to using the WiFi Service. **IF YOU DO NOT AGREE TO THESE WIFI TERMS OF SERVICE, YOU MAY NOT USE THE WIFI SERVICE.**

1. **GENERAL INFORMATION.** In order to use the WiFi Service, you must have a wireless-enabled device for Internet connectivity. You understand that Safe Fleet may have to manage the WiFi Service in order to make the service a good experience for multiple simultaneous users. This may include, for example, a time limit on each session, a limit on a number of sessions within a given time period, a limit on the number of devices per account, or a limit on the amount of bandwidth used by each device. If Safe Fleet implements any limit on your use of the Wi-Fi Service, there may be no warning prior to disconnection of the session. Safe Fleet has the right to terminate your ability to use WiFi Service at any time for any reason in its sole discretion, including, without limitation, if you violate any of the terms of this WiFi TOS or abuse the WiFi Service, including blocking the MAC address of your WiFi device from accessing the WiFi Service, now or in the future.

2. **ACCEPTABLE USE POLICY AND RESTRICTIONS ON USE.** You agree, at all times in connection the WiFi Service, to comply with, and to ensure that anyone using the WiFi Service through your device or account complies with, the following acceptable use policy (the “Acceptable Use Policy” or “AUP”):

A. **Certain Prohibited Activities.** You may not use the Service in a manner that that does any of the following: violates any applicable local, state, federal or international law, order or regulation, infringes upon the rights of others, interferes with or diminishes the use and enjoyment of the Service by others, or interferes with or diminishes Safe Fleet’s ability to provide the Service. Additionally, you may not use the Service to:

- Harm to Minors. You may not use the Service to harm or attempt to harm a minor, including, but not limited to, hosting, possessing, distributing, or transmitting child pornography or other material that is unlawful.
- Conduct, participate in, or otherwise facilitate, pyramid or other illegal soliciting schemes.
- Take part in any fraudulent activities, including impersonating any person or entity or forging anyone else’s digital or manual signature.
- Invade another person’s privacy, stalk, harass, or otherwise violate the rights of others
- Post, transmit, or distribute content that is illegal, threatening, abusive, libelous, slanderous, defamatory, promotes violence, or is otherwise offensive or objectionable in Safe Fleet’s sole discretion.
- Restrict, inhibit, or otherwise interfere with the ability of any other person to use or enjoy their equipment or the Service, including, without limitation, by posting or transmitting any information or software which contains a virus, lock, key, bomb, worm, Trojan botnet, cancelbot, or other harmful feature or transmitting such large amounts of data, information, and/or other content beyond typical residential usage for a Safe Fleet residential customer
- Access or use the Service with an IP address other than the dynamic Internet Protocol (“IP”) address assigned to you which adheres to dynamic host configuration protocol (“DHCP”). You may not configure the Service or any related equipment to access or use a static IP address or use any protocol other than DHCP.
- Modify any cable modem connected to the Safe Fleet network, regardless of whether the modem is owned by you or leased from Safe Fleet, in order to commit theft of the Service, fraudulently use the Service or provide the Service to a third party. Safe Fleet may work with law enforcement if any such theft or fraud occurs.
- Modify the MAC address of any modem connected to the Safe Fleet network.
- Collect or store personal data about other users.
- Use an IP address not assigned to you by Safe Fleet.
- Violate any other Safe Fleet policy or guideline.
- Resell or redistribute the Service to any third party via any means including, but not limited to, wireless technology.
- Transmit such large amounts of data, information, and/or other content beyond typical residential usage for a Safe Fleet residential customer as may disrupt or cause a performance degradation, regardless of intent, purpose or knowledge, to the Service or any related network infrastructure or facilities used to deliver the Service, whether such disruption or degradation affects your own use of the Service or another customer’s use.

B. **Intellectual Property Infringement.** You may not use the Service to post, copy, transmit, or disseminate any content that infringes the patents, copyrights, trade secrets, trademark, moral rights, or propriety rights of any party. Safe Fleet assumes no responsibility, and you assume all risk regarding the determination of whether material is in the public domain, or may otherwise be used by you for such purposes.

C. **User Content.** You are solely responsible for any information you transmit using the Service. You must ensure that the recipient of the content is appropriate and must take appropriate precautions to prevent minors from receiving inappropriate content. Safe Fleet reserves the right to refuse to post or to remove any information or materials from the Service, in whole or in part, that Safe Fleet deems,

in its sole discretion, to be illegal, offensive, indecent, or otherwise objectionable. Safe Fleet does not have any obligation to monitor such content or transmissions but reserves the right to monitor them from time to time for violations of this AUP and applicable law.

D. Commercial Use. The Service is designed for personal, non-business-related use of the Internet and may not be used for commercial purposes (except for reasonable residential applications such as telecommuting, online education, and the like). You may not resell the Service or otherwise make the Service available for use to any person outside of your dwelling or vehicle, as applicable, except as expressly authorized by Safe Fleet.

E. Hacking/Attempted Unauthorized Access. You may not use the Service to breach or attempt to breach the security of another user or attempt to gain access to any organization or person's computer, software, or data without the knowledge and consent of such person. The equipment and the Service may not be used in any attempt to circumvent the user authentication or security of any host, network or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other networks or computers for any reason. Use or distribution of tools for compromising security, such as password guessing programs, cracking tools, packet sniffers or network probing tools, is prohibited. You must therefore take reasonable precautions to ensure that others do not gain unauthorized access to the Service, misuse, or abuse the Service, including conduct in violation of this AUP.

F. Security. You are solely responsible for the security of any device connected to the Service, including any data stored on that device. You are responsible for implementing appropriate security precautions for all systems connected to the Service to protect against threats such as viruses, spam, Trojan botnets, and other malicious intrusions.

G. Disruption of Service. You may not disrupt the Service in any manner. You shall not interfere with computer networking or telecommunications services to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abuse of operator privileges or attempts to "crash" a host.

H. Viruses, Trojan Horses, Worms and Denial of Service Attacks. Software or other content downloaded from the Service may contain viruses and it is your sole responsibility to take appropriate precautions to protect your computer from damage to its software, files and data. You are prohibited from posting, transmitting or disseminating any information or software that contains a virus, Trojan horse, spambot, worm or other harmful program or that generates levels of traffic sufficient to impede others' ability to send or retrieve information. Prohibited conduct of this type includes denial of service attacks or similarly disruptive transmissions, as well as transmissions containing other harmful or malicious features. We may suspend the Service without prior notice if we detect a harmful program such as a virus infection. Your service will be resumed once the harmful program is removed.

I. Email. You may not use the Service to send bulk, commercial or unsolicited ("spam") email messages. Any unsolicited email, originating from any source, must not direct recipients to any website that is part of our Service, such as personal web pages, or other resources that are part of the Service. The Service may not be used to collect responses from unsolicited email sent from accounts on other Internet hosts or email services that violate this Policy or the acceptable use policy of any other Internet service provider. In addition, "mail bombing," the sending of numerous copies of the same or substantially similar messages or very large messages or files with the intent to disrupt a server or account, is prohibited. You may not reference Safe Fleet in the header or body of an unsolicited email, or list an IP address that belongs to the Safe Fleet network in any unsolicited email. Further, you may not take any action which implies that Safe Fleet is the sponsor of any unsolicited email even if that email is not sent through the Safe Fleet network. Further, forging, altering or removing electronic mail headers is prohibited. If the Service is disconnected, whether voluntarily or by termination, all user names and associated electronic email addresses may be immediately released for reuse. Upon disconnection, any mailbox contents may be immediately deleted or held in a locked state. Addresses and email may be held until Safe Fleet deletes them as part of its normal policies and procedures. There is no obligation for Safe Fleet to retain or make any user name, email address or stored email retrievable once the Service is disconnected.

J. Third-Party Terms. The WiFi Service includes, incorporates, embeds, embodies, and/or is linked to or bundled or delivered with (any of the foregoing, "**Incorporates**"), Third-Party Solutions. "**Third-Party Solutions**" means any product or service provided by an entity (other than Safe Fleet or its affiliates) which is a supplier, contractor, subcontractor, agent, or representative (any of the foregoing, a "**Third-Party Supplier**") of Safe Fleet or any of its affiliates, such as carriers or other wireless service providers. Certain Third-Party Suppliers providing Third-Party Solutions require Safe Fleet to pass such Third-Party Supplier's terms and conditions through to Safe Fleet's direct and/or downstream customers and users, including you. To the extent that any Safe Fleet V&T Offerings hereunder Incorporate any such Third-Party Solution, the terms and conditions available at <http://www.safefleet.net/third-party-terms> which are applicable to such Third-Party Solution are incorporated into and made a part of this Agreement, and you agree to comply with same

K. Misuse and Abuse of the Safe Fleet Network. Safe Fleet reserves the right to determine, from time to time and in its sole discretion, data usage thresholds which rise to the level of abuse or misuse of the network. While Safe Fleet has no obligation to monitor the Service and does not monitor the activity of individual Service accounts for violations of this Policy, it will respond appropriately if it becomes aware of misuse or abuse use of the Service. In some rare cases, where individual use reaches an abusive level, Safe Fleet may take any reasonable steps, as determined in its sole discretion, to inform You. Where Safe Fleet is unable to reach you, or if the issues in question have not been resolved after consultation with Safe Fleet, Safe Fleet reserves the right immediately to suspend or terminate the Service as it deems necessary to protect the network, the Service and other Safe Fleet users, with or without notice. Neither Safe Fleet nor its

affiliates, suppliers, or agents will have any liability for any of these responsive actions. These actions are not Safe Fleet's exclusive remedies and Safe Fleet may take any other legal or technical actions it deems appropriate with or without notice.

3. **RISKS OF WIFI SERVICE.** The WiFi Service should not be considered private or protected. Safe Fleet may, but does not have any obligation to, monitor any or all communications through the WiFi Service. WiFi Service is provided over wireless radio waves, which means that your transmissions could be intercepted by unauthorized persons. You assume all risk and release Safe Fleet in the event of any damage you may suffer during use of WiFi Service, including the introduction of any viruses that may occur or breaches from unauthorized third parties. Please ensure your anti-malware software is up to date and that your data is backed up or otherwise protected. If you are in a public area please be mindful of others that may be able to view the content on your device. The WiFi Service is not intended for use in making 911 calls. It is not recommended that you use over-the-top voice services, such as Skype or Vonage, to make 911 or other emergency calls using the WiFi Service. If you make a 911 call and you are out of your mobile carrier's coverage area, the 911 call may not go through.

4. **INTELLECTUAL PROPERTY.** Safe Fleet and its authorized vendors own all intellectual property rights in the WiFi Service, including related written materials, logos, names and other support materials furnished with the WiFi Service. No title to the intellectual property in the WiFi Service, the documentation, magnetic media or any other material provided therewith is transferred to you by this WiFi TOS. All rights are reserved. All other names, trademarks and logos that appear in the WiFi Service are the property of Safe Fleet and/or the third-party vendors. You may not use any of these names, trademarks or logos without Safe Fleet's prior written permission or the permission of the owner.

5. **WARRANTY DISCLAIMER; LIMITATION OF LIABILITY.** THE WIFI SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OR CONDITION OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SAFE FLEET DOES NOT WARRANT THAT THE WIFI SERVICE WILL MEET ANY PARTICULAR NEED OF THE USERS OR THAT THE OPERATION WILL BE ERROR FREE. SAFE FLEET MAKES NO WARRANTY THAT THE WIFI SERVICE WILL ACHIEVE ANY PARTICULAR DOWNLOAD AND UPLOAD SPEEDS. REFUNDS WILL NOT BE GIVEN FOR ANY FAILURE OF THE WIFI SERVICE. IN NO EVENT SHALL SAFE FLEET BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, INCLUDING ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION BASED ON CONTRACT OR TORT ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF WIFI SERVICE. YOU HEREBY WAIVE ANY CLAIMS AND RELEASE SAFE FLEET FROM ANY CLAIMS ARISING OUT OF YOUR USE OF THE WIFI SERVICE OR SAFE FLEET'S PROVISION OF THE SERVICE TO YOU, INCLUDING COLLECTION OF ANY DATA. SAFE FLEET DOES NOT WARRANT OR GUARANTEE THAT COMMUNICATION OVER THE WIFI SERVICE, OR YOUR INFORMATION OR DEVICE, SHALL BE SECURE FROM MONITORING OR TAMPERING. BECAUSE OF THIS, ANY SENSITIVE OR CONFIDENTIAL INFORMATION (SUCH AS CREDIT CARD NUMBERS OR OTHER FINANCIAL INFORMATION, MEDICAL INFORMATION OR TRADE SECRETS) SENT BY YOU IS SENT AT YOUR SOLE RISK AND SAFE FLEET SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY CLAIMS, LOSSES, ACTION, DAMAGES, SUITS OR PROCEEDINGS ARISING OUT OF OR OTHERWISE RELATING TO SUCH ACTIONS BY YOU.

6. **INDEMNIFICATION.** You agree to indemnify, defend and hold harmless Safe Fleet, its affiliates, and each of their respective officers, directors, subcontractors, employees, and agents from any claims, losses, or expenses of any kind (including, but not limited to attorneys' fees) arising from your use or attempted use of the WiFi Service, including, but not limited to, use of the WiFi Service in any manner prohibited under this WiFi TOS, except to the extent same is directly caused by Safe Fleet's gross negligence or willful misconduct. Your obligation to indemnify Safe Fleet survives your use of the WiFi Service and termination of your access to the Service.

7. **MISCELLANEOUS PROVISIONS.** (a) Safe Fleet may modify this WiFi TOS at any time, and such modifications will be binding on you once posted, provided, or made available to you or to Safe Fleet users generally; no other modification to this WiFi TOS shall be valid or binding unless in writing and signed by the party to be charged thereby. (b) The waiver by either party of a breach or violation of any provision of this WiFi TOS will not constitute a waiver of any subsequent or other breach or violation. Except as otherwise expressly provided, all rights and remedies provided in this WiFi TOS are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other WiFi TOS between the parties or otherwise. (c) You may not assign any of your rights or delegate any of your obligations under this WiFi TOS without the prior written consent of Safe Fleet (d) This WiFi TOS will be governed by and construed in accordance with the internal laws of the State of Delaware (USA) applicable to contracts made between residents of that state, entered into and to be wholly performed within that state (without regard to the conflict of laws rules of such state or any other jurisdiction). (e) For all matters arising out of or in connection with this WiFi TOS and/or your use of any WiFi Service, each Party expressly consents to and agrees to subject itself to the exclusive jurisdiction of the federal and state courts located in the State of Delaware (USA). Each of the Parties hereby irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to venue of any such proceeding brought in any such court as provided in this Section 7(e), and any claim that such proceeding brought in such a court has been brought in an inconvenient forum. (f) If any term or provision of this WiFi TOS is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability does not affect any other term or provision of this WiFi TOS or invalidate or render unenforceable such term or provision in any other jurisdiction.