

**ACTIVATION FORM****ACTIVATION FORM**

Customer Name:		Street Address:	
City:	Province: ()	Postal Code:	
Phone / Cell:		Email:	
AutoConnect SID / ESN#		Vehicle Make:	Vehicle Model:
Vehicle Unit#	Vehicle Colour:	Vehicle LIC Plate #:	
Store Name:		Store Phone:	
Store Fax:		Store Contact:	
Credit Card Information			
Name on Card:		Card Type: Visa or Mastercard	
Card Number:		Expiration Date:	
PLEASE NOTE THAT THE DEVICE ACTIVATION CAN TAKE UP TO 24 HOURS			

**Please Fax Activation Sheet to 780- 432-1317****Monday to Friday 8:00AM to 6:00PM MST****CREDIT CARD HOLDER – PLEASE READ AND SIGN**

After carefully reviewing the AC3000 Terms and Conditions, please fill out form in its entirety. NorthSat will activate and process charges from the supplied credit card, please note that there is a **Twenty Dollar (\$20)** activation fee billed on your initial payment. All transactions will be completed and are quoted in Can dollars.

Please Select a Plan**Theft Plans**

- ☐ Theft \$15.95 per Month
☐ Theft Pro \$19.95 per Month

Fleet Management Plans

- ☐ Fleet Replay \$29.95 per Month
☐ Fleet Replay Pro \$35.95 per Month

Please see www.Auto-Connect.ca for Plan details**1-800-279-0636**

Signature: _____ Date: _____

By reading and signing my name on this document, I agree to the attached Terms / Conditions doc and authorize NorthSat to activation my AutoConnect AC3000 device above. I also authorize NorthSat to use the above credit card information knowing that it is rightful and legal to do so.

(For Internal Office Use Only)	
Activation Date: _____	Device Phone Number: _____
Login Name: _____	Device Plan Reconfigured "Over the Air" _____
Password: _____	



Thank you for your purchase of a Titan Innovation's AutoConnect Vehicle Messaging System Device. The Auto Connect Messaging System for which you have subscribed is billed by NorthSat Distribution Ltd. These are the Terms and Conditions (the "Terms") for your subscription to the AutoConnect Messaging System service.

Please keep this copy of the Terms for your records.

UNLESS YOU NOTIFY NORTHSAT DISTRIBUTION LTD. IMMEDIATELY AND IN ANY EVENT WITHIN 7 DAYS, IT WILL MEAN THAT YOU AGREE TO THESE TERMS AND THAT THEY WILL BE LEGALLY BINDING ON YOU.

CONTACT INFORMATION: You may contact Titan Innovations Customer Activation Center Monday – Friday 8AM to 6PM MST by calling 1-780-439-3901 or by writing to:

NorthSat Distributions Ltd
Attention: Titan Innovations Billing / Collections
9641 82 Ave
Edmonton, AB
T6C 0Z9
Canada

1. GENERAL.

- a) NorthSat Distribution Ltd reserves the unrestricted right to change its prices, at any time, with or without notice to you. You always have the right to cancel your subscription to the Service (your "Subscription"), in whole or in part, if you do not accept any change. If you do not cancel your Subscription within 30 days of a change, your continued receipt of the Service will constitute your acceptance of such changes.
- b) Subscription to the Service does not grant you the right to use any of our or our partners' trademarks nor any propriety right or ownership to any of the device identifier or phone numbers assigned to the AutoConnect device. NorthSat Distribution Ltd. reserves the right to change any device identifier or phone number on 15 days notice.
- c) We offer the Service subscriptions based in SMS messages solely in Canada within Rogers Wireless current GPRS / GMS Network Coverage. If your AutoConnect Messaging device is transmitting SMS Messages when outside of Canada, your Titan TMS device (as defined below) will incur Roaming SMS Charges at \$0.50 per Mobile Originated Message sent from the AutoConnect device.
- d) It is your responsibility to exercise discretion and observe all safety measures required by law, proper operation outlined in the user guide provided with your AutoConnect device, also found at www.Auto-Connect.ca and your own common sense. NorthSat Distributions Ltd. assumes no responsibility for accidents resulting from or associated with use of the Service.

2. SPECIAL OFFERS; CHANGES TO TERMS AND CONDITIONS.

- a) We may from time to time make available special offers which supplement or modify the terms and conditions set forth in these Terms. Details of such special offers, including eligibility requirements for participation, will be made available separately. In the event of any conflict between these Terms and the terms of such offers, the terms of such offers shall govern. Only offers made or expressly authorized by NorthSat can alter the Terms and Conditions set forth in these terms.
- b) We reserve the right to change these Terms, including our fees and charges, from time to time. If we make any changes, we will send you a notice describing them and their effective date, in the manner described in Section 10(a), or we will send you an entirely new set of Terms to replace these Terms. **YOU ALWAYS HAVE THE RIGHT TO CANCEL YOUR SUBSCRIPTION AT ANY TIME IF THE TERMS ARE NOT ACCEPTABLE TO YOU.** If you do not cancel your Subscription within 30 days, your continued receipt of the Service will constitute acceptance of the changed Terms. If you notify Customer Care that you do not accept such terms, then we may cancel your Subscription as provided in Section 6.



3. SERVICE INTERRUPTIONS / NON-PERFORMANCE

- a) Service may be unavailable or interrupted from time to time for a variety of reasons, such as environmental or topographic conditions and other things we cannot control. Service might also not be available in certain places (e.g., in tunnels, parking garages, or within or next to buildings) or near other technologies. We are not responsible for any interruptions of Service that occur beyond our reasonable control or result from latency factors or reliability of the services provided by third party telecommunication providers.
- b) SMS Messages delivery may be delayed or not completed due to network latency factors and limitations of cellular GSM coverage.
- c) Not all cellular network service providers are compatible with AutoConnect device, nor is it compatible with cellular phone being offer by various telecommunications companies.

4. NORTHSAT DISTRIBUTION EXCLUSIVITY

- a) You may only use the AutoConnect devices with the SIM Card that is installed and password protected into the device and activated under NorthSat Distribution contract with Rogers Wireless. The SIM and it's GPRS / GSM Service is only meant to be utilized in authorized AutoConnect devices which was originally equipped and authorized to receive the Service. NorthSat Distribution Ltd. does not make or install any of the AutoConnect Cellular Vehicle Messaging Devices or related equipment ("Equipment") you may use to receive the Service. You must purchase your AutoConnect devices and Equipment, and any repairs, parts, installation or service, from an authorized AutoConnect seller. NorthSat Distribution Ltd. is not liable for any damage to your vehicle, home or other property resulting from installation or use of any AutoConnect Devices or Equipment. NorthSat Distribution Ltd. does not warrant any AutoConnect devices or Equipment in any way whatsoever and are not responsible for the advertising, statements, practices, promises, services or warranties of such sellers or manufacturers.
- b) This agreement and subscription apply one to one AutoConnect Device. If you purchase other Devices you must purchase a separate subscription.
- c) You agree that you shall not, copy, decompile, disassemble, reverse engineer or manipulate any technology related to the Device owned by you or utilized by virtue of this subscription agreement.
- d) If for any reason Rogers Wireless and or any other telecommunication provider used discontinues the ability of the type of communication service relating to this subscription NorhtSat Distributions shall not be held liable for any costs that have been incurred to acquire the AutoConnect device or in relation to this subscription.

5. PAYMENT.

In return for receiving the Service, you agree to pay us as follows:

- a) YOU WILL PAY THE STIPULATED FEES AS ADVISED BY NORTHSAT DISTRIBUTION LTD. You will be responsible for all Subscription fees, other charges and fees and purchases under your account. All fees are subject to change. If you fail to pay when due NorthSat Distribution Ltd. may cancel your subscription.
- b) Billing statements will be provided only upon request. If you would like to receive a statement for a particular period, please contact Billing and Collections as provided at the top of these Terms.
- c) NorthSat Distribution Ltd. may charge one or more of the following fees, all of which are subject to change:
 - 1. We may charge you a one-time fee to activate, reactivate, upgrade or modify each Subscription on your account. The fee is payable in the billing period immediately following the date that the charge was incurred.
 - 2. If you cancel your Subscription prior to the end of a Subscription period, there is a prorated \$65 cancellation fee for each remaining year on the term plan selected on the activation sheet.



3. If you wish to transfer your Subscription to a different AutoConnect Device during the term of a Subscription period, we may charge you a transfer fee of up to \$20.00. The transferee will be subject to these terms and conditions.
 4. If we do not receive your payment by the billing due date, we may charge you a late fee of up to \$5.00 (plus applicable taxes) per month or partial month until the delinquent amount is paid in full, as a genuine pre-estimate of costs.
 5. We may require a deposit toward future service. Deposits will appear on your bills as credits, from which we will deduct our charges. Deposits will not earn interest.
 6. If you request a paper history itemizing past payments and changes on your account, we may charge you a fee of up to \$10.00 to offset our costs.
 7. If any bank or other financial institution refuses to honour any payment of yours, we may charge you a collection fee that is the lesser of (i) \$20.00; and (ii) the maximum amount permitted under applicable law. You acknowledge that this collection fee is not an interest charge, finance charge or other such charge or payment of a similar nature and that it is reasonably related to the actual expense we incur due to unsatisfied payment.
- d) You must pay in Canadian dollars by credit card. The outstanding balance is due in full each payment period. We may, in our discretion, accept partial payments, which will be applied to the oldest outstanding charges on your account. If you wish to dispute any charge, you must contact us within 45 days after the due date of the payment in question (see Section 9 for how to notify us that you are disputing a charge): OTHERWISE YOU WAIVE YOUR RIGHT TO DISPUTE THE CHARGE.
- e) In applying to establish an account with us, you authorize us to inquire into your creditworthiness by checking with credit reporting agencies and report any late payment or non-payment.
- f) You must notify Customer Care immediately of any change in your name, billing address, service address, e-mail address, telephone number or credit or charge card information.
- g) You are responsible for all taxes or other government fees and charges, if any, which are assessed based on the service address on your account.

6. CANCELLATION.

- a) Please refer to your statement for the term of your Subscription. Your Subscription will automatically renew for a term of the same length, unless you notify Customer Care that you do not wish to renew your Subscription. We will send you a notice advising you that your Subscription is about to renew and the effective date of the renewal, in the manner described in Section 10(a).
- b) You may cancel your Subscription at any time by notifying Billing and Collections. If you cancel your Subscription prior to the expiration of a Subscription, you will receive a refund of any unused Subscription fees based on the number of days remaining in your Subscription, and subject always to cancellation fees assessed by NorthSat.
- c) We may cancel your Subscription at any time if you fail to pay amounts owing to us when due or breach any of these Terms. If your Subscription is cancelled, you will still be responsible for payment of all outstanding balances accrued through the cancellation date.

7. PRIVACY.

By submitting personal information to NorthSat Distributions, you agree to the collection, transfer, storage and use of your personal information by NorthSat Distributions for the purposes of administering your Subscription and Marketing upcoming products and rate plans by Titan Innovations for their AutoConnect products.



8. LIMITS ON OUR RESPONSIBILITY.

a) YOU UNDERSTAND AND AGREE THAT THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE." WE MAKE NO WARRANTY, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE SERVICE OR YOUR AUTOCONNECT DEVICE OR OTHER EQUIPMENT. ALL SUCH WARRANTIES (INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT) ARE HEREBY DISCLAIMED.

b) WE ARE NOT RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOSSES RELATING TO THE USE OR PURCHASE OF ANY AUTOCONNECT DEVICE OR EQUIPMENT OR THE SERVICE, WHETHER BASED ON NEGLIGENCE OR OTHERWISE, AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY THEREOF. OUR TOTAL LIABILITY TO YOU AND ANY OTHER PERSONS RECEIVING THE SERVICE, REGARDLESS OF THE CAUSE, WILL IN NO EVENT EXCEED THE AMOUNTS THAT YOU HAVE PAID TO US FOR ANY PERIOD AFTER THE SPECIFIC EVENT THAT GAVE RISE TO THE APPLICABLE DAMAGE OR LOSS. THIS ALLOCATION OF RISK AND THE DISCLAIMER OF WARRANTIES IN SECTION 8(a) ARE REFLECTED IN OUR PRICES AND ARE A FUNDAMENTAL ELEMENT OF OUR AGREEMENT TO PROVIDE THE SERVICE.

c) THE TITAN TMS DEVICE IS NOT MEANT TO BE USED FOR ANY ILLEGAL ACTIVITY AND NORTHSAT NOR TITAN INNOVATIONS WILL BE LIABLE FOR ANY SUCH CLAIMS.

d) NORTHSAT DISTRIBUTIONS AND TITAN INNOVATIONS IS NOT RESPONSIBLE FOR THE SECURITY NOR KEEPS RECORD OF YOUR DEVICE PIN CODE WHICH SHOULD BE CHANGED IMMEDIATELY AFTER TAKING POSSESSION OF YOUR AUTOCONNECT DEVICE.

9. RESOLVING DISPUTES.

a) We will first try to resolve any Claim informally. To initiate a Claim, you must send notice by registered mail to the address at the beginning of these Terms. If NorthSat initiates a Claim, we will send our notice to the service address on file with us.

b) Except as noted herein or where prohibited by applicable law, any claim, dispute or controversy (whether in contract or tort, pursuant to statute or regulation, or otherwise, and whether pre-existing, present or future) not resolved informally and arising out of or relating to: (a) these Terms; (b) oral or written statements, advertisements or promotions relating to these Terms (d) the relationships which result from these Terms (including relationships with third parties who are not signatories to these Terms) (collectively the "Claim"), will be referred to and determined by arbitration (to the exclusion of the courts), to be conducted in accordance with terms of the *Arbitration Act*, RSA 2000 c. A-43. You agree to waive any right you may have to commence or participate in any class action against us related to any Claim.

c) Notwithstanding the foregoing, any:

(i) dispute over the validity of either party's intellectual property rights or our licenses to operate our business; and

(ii) Claim based on Section 1(b) above;

may be decided only by a court of competent jurisdiction. Nothing in these Terms shall affect our ability to terminate your subscription for non-payment of amounts owed to us when due. Furthermore, nothing in these Terms will prevent us from bringing an action in a court of competent jurisdiction in order to collect any unpaid amounts.



10. MISCELLANEOUS.

a) Notices to you will be deemed given when deposited in the mail or when sent by e-mail. Notices may be included in statements or other communications to you. We may also provide notice to you by telephone, which will be deemed given when a message is left with you, someone answering the telephone at your residence or on an answering machine or voice mail system at your phone number on record with us. Your notices to us will be deemed given when we receive them at the address (regular or e-mail) or telephone number set forth at the beginning of these Terms.

b) The interpretation and enforcement of these Terms shall be governed by the laws of Province of Alberta and the federal laws applicable therein. These Terms are subject to modification if required by such laws.

c) We may assign your account and all rights and/or obligations hereunder to any third party without notice for any purpose, including, without limitation, collection of unpaid amounts, in the event of an acquisition, corporate reorganization, merger or sale of substantially all of our assets to another entity. You hereby consent to such assignment. You must continue making all required payments to us in accordance with your billing statement, unless notified otherwise.

d) These Terms make up our entire agreement relating to your Subscription. No salesperson or other representative is authorized to change it for you, although NorthSat may modify it without prior notice to you (see Section 2). If any provision is declared by a competent authority to be invalid, that provision will be deleted or modified to the extent necessary, and the rest of these Terms will remain enforceable. Any specific Terms that expressly or by their nature survive termination shall continue thereafter until fully performed.