

GLOBAL CLOUD FLEET

WEBSITE TERMS AND CONDITIONS OF USE

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING OR OBTAINING ANY MATERIALS, INFORMATION, PRODUCTS OR SERVICES THROUGH THIS SITE.

Last updated: July 2022

GLOBAL CLOUD FLEET INC, doing business as Global Cloud Fleet ("we" or "us") offers access to and use of www.ezfleetenterprise.com to you, subject to your acceptance of these terms and conditions ("Terms"). By accessing, using or obtaining any content, data, materials, information, products or services through our site, you agree to observe these Terms. If you do not accept all of these Terms, then please leave our site immediately.

1. OWNERSHIP. We, along with our service and information providers ("Providers"), own and have copyrights on our site and all of its contents. You will not copy, reproduce, republish, upload, post, transmit, distribute, sell, transfer or modify any of the content, data, information or materials found on our site, but you may download, display and print one copy of the materials presented on our site on a single computer for your personal, non-commercial use. Trademarks, logos and service marks displayed on our site ("Marks") are ours, and our Providers', registered and common law Marks. Your use of and access to our site does not grant you any license or right to use any of the Marks. You will not use any robot, spider, other automatic device, or manual process to monitor materials available through our site. All software, applications, and modules used on our site are proprietary to us or licensed to us by other parties. You may not reproduce, reverse engineer, create derivative works of, reverse assemble or reverse compile, sell, lease, distribute, rent, assign, transfer, or modify any software on our site.

2. COPYRIGHT AND TRADEMARK NOTICES. All contents of our site are Copyright 2022, Global Cloud Fleet Inc. All rights reserved. Global Cloud Fleet, EZ Fleet Tracking, www.ezfleettracking.com, Global Cloud Tracking, www.globalcloudfleet.com, www.gcfleettracking.com, www.ezfleetenterprise.com, GCF and EZ Fleet are trademarks of Global Cloud Fleet Inc. Other product, service and company names listed in our site may be the trademarks of their respective owners.

3. USE OF SITE. You may only use our site if you are at least eighteen (18) years of age and can enter into binding contracts (our site is not available for use by minors). You are responsible for maintaining the secrecy of your passwords, login and account information. You will be financially accountable for all uses of our site by you and anyone using your password and login information. You agree to be completely responsible for all charges, fees (including, without limitation, any monthly or use fees charged by us), duties, taxes and assessments arising out of the use of our site. You also represent and warrant that all information supplied by you to us is true and accurate. You may not use our site: to post or transmit any unlawful, threatening, libelous, defamatory, obscene, indecent, inflammatory, pornographic or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law; or for any other purpose that is unlawful or prohibited by these Terms. We may, at any time and without advance notice or liability, terminate or restrict your access to all or any component of our site. Your access to our site may not be uninterrupted or available at all times. We cannot promise that our site will be error-free, that defects or errors will be corrected or that our site or the servers that make it available are free from viruses or other harmful components. You will not use any device, software or routine that interferes or attempts to interfere with the normal operation of our site or take any action that imposes an unreasonable load on our computer equipment.

4. USER INFORMATION. Content you send to us, as between us and you, whether via e-mail, forms, messages, ideas, and/or suggestions, becomes our sole property and is transmitted at your sole risk. You are strictly prohibited from uploading to our site any material that contains any virus, worm, "trojan horse", time bomb, or similar contaminating or destructive feature. Violators may be prosecuted to the maximum extent of the law.

5. SOFTWARE AVAILABLE ON THIS SITE.

5.1. Any software that is made available to download from our site ("Software") is our copyrighted work, or our affiliates, and/or their suppliers. Your use of the Software is governed by the terms of the end user license agreement, if any, which accompanies, or is included with, the Software ("License Agreement"). You may not install or use any Software that is accompanied by or includes a License Agreement unless you first agree to the License Agreement terms.

5.2. For any Software not accompanied by a License Agreement, we hereby grant to you a personal, nontransferable license to use the Software for viewing and otherwise using our site in accordance with these terms and conditions and for no other purpose.

5.3. Please note that all Software, including, without limitation, all HTML code and Active X controls contained on our site, is owned by us, our affiliates, and/or their suppliers, and is protected by copyright laws and international treaty provisions. Any reproduction or redistribution of the Software is expressly prohibited by law, and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible.

5.4. WITHOUT LIMITING THE FOREGOING, COPYING OR REPRODUCTION OF THE SOFTWARE TO ANY OTHER SERVER OR LOCATION FOR FURTHER REPRODUCTION OR REDISTRIBUTION IS EXPRESSLY PROHIBITED. THE SOFTWARE IS WARRANTED, IF AT ALL, ONLY ACCORDING TO THE TERMS OF THE LICENSE AGREEMENT.

5.5. You acknowledge that the Software and any accompanying documentation and/or technical information are subject to applicable export control laws and regulations of the United States. You agree not to export or re-export the Software, directly or indirectly, to any countries that are subject to United States export restrictions.

6. PRIVACY. You hereby represent and warrant that you own or have the right to submit all information you send to us. Your use of our site is subject to our Privacy Policy (the "Privacy Policy"). You represent and warrant that you have read the Privacy Policy and it is reasonable and acceptable to you. Your acceptance of these Terms is also your consent to the information practices in our Privacy Policy.

7. LINKS. Our site may contain links to other sites that we do not operate or control. We are not responsible for these other sites. We provide these links for your reference and convenience. We do not endorse the contents of these other sites. These links are not an indication of our association with the owners or operators of any of these other sites or our endorsement of any material on those sites. You are free to access these other sites, but you do so at your own risk. You agree not to create a link from any site, including any site controlled by you, to our site without our express, written permission.

8. WARRANTY DISCLAIMER. WE MAKE NO, AND OUR PROVIDERS MAKE, NO WARRANTY OF ANY KIND REGARDING OUR SITE AND/OR ANY CONTENT, DATA, MATERIALS, INFORMATION, PRODUCTS OR SERVICES PROVIDED ON OUR SITE, ALL OF WHICH ARE PROVIDED ON AN "AS IS" BASIS. WE EXPRESSLY DISCLAIM ANY REPRESENTATION OR WARRANTY THAT OUR SITE WILL BE ERROR-FREE, SECURE OR UNINTERRUPTED. WE FURTHER DISCLAIM ANY WARRANTY AS TO THE ACCURACY, COMPLETENESS AND TIMELINESS OF ANY CONTENT OR INFORMATION FOUND ON OUR SITE. WE EXPRESSLY DISCLAIM AND OUR PROVIDERS

EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS, INCLUDING IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. SOME STATES DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, SO THIS WARRANTY DISCLAIMER MAY BE LIMITED IN ITS APPLICABILITY TO YOU. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. WE, OUR AFFILIATES, AND/OR THEIR RESPECTIVE SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES ON THIS WEB SITE AT ANY TIME.

9. LIMITATION OF LIABILITY. WE WILL NOT BE, AND OUR PROVIDERS WILL NOT BE, RESPONSIBLE OR LIABLE FOR (A) ANY DAMAGES TO OR VIRUSES THAT MAY INFECT YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY AS THE RESULT OF YOUR ACCESS TO, USE OF OR BROWSING IN OUR SITE OR YOUR DOWNLOADING OF ANY CONTENT, INFORMATION, MATERIALS, DATA, TEXT, IMAGES, VIDEO OR AUDIO FROM OUR SITE OR (B) ANY INJURY, LOSS, CLAIM, DAMAGE, OR ANY SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST SAVINGS), WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, THAT ARISES OUT OF OR IS IN ANY WAY CONNECTED WITH (I) ANY USE OF OUR SITE OR CONTENT, DATA, MATERIALS OR INFORMATION FOUND THEREIN, (II) ANY FAILURE OR DELAY (INCLUDING, WITHOUT LIMITATION, THE USE OF OR INABILITY TO USE ANY COMPONENT OF THIS SITE FOR VEHICLE LOCATIONS), OR (III) THE PERFORMANCE OR NON PERFORMANCE BY US OR ANY PROVIDER, EVEN IF WE HAVE BEEN OR A PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES TO SUCH PARTIES OR ANY OTHER PARTY. This disclaimer of liability applies to any damages or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of record, whether for breach of contract, tortious behavior, negligence, or under any other cause of action.

10. DOLLAR LIMITATION. If, despite the limitations above, we are or a Provider is found liable for any loss or damage which arises out of or is in any way connected with any of the occurrences described in such sections, then our liability and the Providers' liability will in no event exceed, in total, the sum of US \$250.00. Some states do not allow the limitation of liability, so the limitations above may not apply to you.

11. INDEMNIFICATION. You will defend and indemnify us and any Provider and each of our officers, directors, employees and agents from and against any claim, cause of action or demand, including, without limitation, reasonable legal and accounting fees, brought by you or on your behalf in excess of the liability described above or by third parties as a result of your breach of these Terms or the documents made part of these Terms by reference, your violation of any law or the rights of a third party or your use of our site.

12. GENERAL. The headings in these Terms are for your convenience and reference only. Such headings do not limit or affect these Terms. Your acceptance of these Terms and use of our site do not create a joint venture, partnership, employment or agency relationship with us. You may not assign, delegate or transfer your rights or obligations under these Terms. We may modify these Terms at any time. Your continued use of our site, following any modification of these Terms, will be subject to the Terms in effect at the time of your use. You will review these Terms periodically. Your continued use of our site, following any modification, will be your acceptance of the modified Terms. Except as described in the preceding sentences, you and we can only modify these Terms in a written document signed or otherwise accepted by you and by us. Other terms and conditions may apply to your use of services and products through our site and to your use of other portions of our site. You will observe these other terms and conditions. If we fail to act with respect to your breach or anyone else's breach on any occasion, we are not waiving our right to act with respect to future or similar breaches. If a court finds any provision of these Terms to be unenforceable or invalid, that provision will be enforced to the fullest extent permitted by applicable law and the other Terms will remain valid and enforceable. These Terms, together with those items made a part of these terms by reference, make up the entire agreement between us and you relating to your use of our site, and replaces any prior understandings or agreements (whether oral or written) regarding your use of our site. The laws of the State of California (USA), without regard to its conflict of laws rules, will govern these terms and conditions, as well as your and our observance of them. If you take any legal action relating to your use of our site or these Terms, you agree to file such action only in the state and federal courts located in San Diego, California (USA). In any such action or any action we may initiate, the prevailing party will be entitled to recover all legal expenses incurred in connection with the action, including but not limited to costs, both taxable and non-taxable, and reasonable attorneys' fees. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.