



## Terms & Conditions

Lu Parente - 2014-05-02 - 0 Comments - in Other Frequently Asked Questions

ROADPOST TERMS AND CONDITIONS GOVERN THE PURCHASE OR RENTAL OF EQUIPMENT AND/OR SERVICES.

1. **AGREEMENT:** Usage of equipment and/or services signifies acceptance of these Roadpost Terms and Conditions.
2. **SERVICE:** Roadpost shall provide Equipment and/or Services to the Customer upon acceptance of a Customer's subscription or rental order. All orders are subject to Roadpost's approval.
3. **SERVICE RULES:** Service and Equipment may not be used for any unlawful, fraudulent or abusive purpose and must be used as required by all applicable laws. The Customer is prohibited from storing, distributing or transmitting any unlawful material through Roadpost's services.
4. **SERVICE AVAILABILITY:** Services are available exclusively within the current operating range of Roadpost's service provider's territory (the "Supplier"). Refer to [www.roadpost.com](http://www.roadpost.com) for details on territories where Services are available under the Customer's selected service plan (the "Service Plan").
5. **LIABILITY REGARDING SERVICE:** CUSTOMER ACKNOWLEDGES THAT USE OF THE SERVICE FOR EMERGENCY, MEDICAL OR OTHER USES INVOLVING THE POTENTIAL FOR PERSONAL INJURY, LOSS OF LIFE OR DAMAGE TO PROPERTY, IS AT CUSTOMER'S OWN RISK, AND THAT THE SERVICES AND/OR EQUIPMENT MAY NOT PERFORM AT THE MOMENT OR AS CUSTOMER DESIRES. ROADPOST SHALL HAVE NO LIABILITY FOR ANY DAMAGE, LOSS OF PROPERTY, OPPORTUNITY OR EARNINGS, PERSONAL INJURY, DEATH OR ANY OTHER LOSS WHATSOEVER RESULTING FROM THE CUSTOMER'S USE OF SERVICES AND/OR EQUIPMENT, INCLUDING, BUT NOT LIMITED TO, USE OR ATTEMPTED USE OF 911 EMERGENCY SERVICES. THIS LIMITATION APPLIES TO ACTS OR OMISSIONS OF ROADPOST, ITS SUPPLIERS, AGENTS, EMPLOYEES AND ALL PERSONS FOR WHOM IT MAY BE RESPONSIBLE. ROADPOST DOES NOT GUARANTEE THE PROVISION, QUALITY AND CONSISTENCY OF THE SERVICES AS PROVIDED BY ITS SUPPLIERS AND IS FURTHERMORE NOT RESPONSIBLE FOR ANY INTERRUPTIONS, DELAYS, INCONSISTENCIES OR FAILURES OF THE NETWORK OR SECURITY BREACHES REGARDLESS OF THE SOURCE OF ANY SUCH PROBLEM INCLUDING, BUT NOT LIMITED TO, ROADPOST'S OWN FAULT OR NEGLIGENCE. Roadpost shall not be liable to Customer, nor shall Customer make any claim against Roadpost or its Suppliers, for injury, loss or damage sustained by reason of any unavailability, delay, faultiness or failure of the facilities, equipment and/or services to be provided by Roadpost pursuant to this Agreement.
6. **OPERATING PROCEDURES:** Customers shall follow the procedures outlined in the instruction manual(s) supplied by Roadpost, as well as those instructions provided by the Suppliers of Services

and Equipment to Roadpost. Roadpost shall bear no responsibility for failure of Customers to use the Services/ Equipment in accordance with the said instructions.

7. SUPPORT: Roadpost will only provide technical support for its own products and services. Roadpost will not provide technical support for Third Party products or services that work in conjunction with its products and services.
8. DELIVERY: Roadpost will use reasonable efforts to deliver the Equipment by the requested delivery time but it shall not incur any liability to the Customer in the event of any delay. The Customer will accept the Equipment when delivered on or before the delivery time and if for any reason the Customer fails to accept the Equipment when delivered on or before such date the Customer shall nevertheless be liable for the stated charge in full.
9. CONDITIONS OF OTHER CONTRACTS: The obligations of Roadpost and the terms of services and sales under these Terms & Conditions are subject to the terms of the agreements under which Roadpost purchases the Services and Equipment from Suppliers (each an "Other Contract"). To the extent fulfillment of any obligations under these Terms & Conditions is not possible or permissible under an Other Contract, the Other Contract shall prevail and such obligation shall be suspended or modified to the extent required by the Other Contract in Roadpost's sole discretion.
10. TERMINATION: Roadpost may terminate this Agreement at any time without notice if it suspects any violation of any term or condition of this Agreement and/or if payment has not been made when required by Roadpost. The Customer shall be responsible for all charges outstanding at the time of termination. Roadpost may also terminate Services in the event that an Other Contract expires or is terminated, provided that termination of the Services shall only be with respect to the Service provided pursuant to that Other Contract.
11. CONFIDENTIALITY: Information provided by the Customer herein will not be publicized by Roadpost without the Customer's prior permission unless it is: 1) used in assessing credit performance or regarding collection of overdue payment; 2) supplied to the commissioning entity or Supplier provided that the information is to be used for the provision of Services and disclosure is made on a confidential basis; 3) provided to emergency personnel or search and rescue personnel for purposes of locating Customer or its employee in an emergency, as determined by Roadpost in its sole discretion, or 4) provided to a law enforcement or investigative agency in connection with suspected unlawful activities or in the case that the Customer has provided false or misleading information to Roadpost. By placing an order with Roadpost Customer agrees that Roadpost has permission to provide order information to other companies to fulfill Customer's request for a product or service, such as a shipping company, credit card processing company, or Supplier. (Without your consent, these companies do not have the right to use the personally identifiable information we provide to them beyond what is necessary to assist us.) For more details on how your personal information may be used, please refer to our [privacy policy](#). Information provided by Roadpost hereunder pertaining to (i) pricing for the Services or Equipment, (ii) features and functions of the Services or Equipment and (iii) other proprietary information of Roadpost, shall be deemed to be confidential information of Roadpost and may not be disclosed by Customer without Roadpost's prior written consent.
12. RATES & PAYMENT:

- a. All charges will be in accordance with Roadpost's current rate schedule for the selected rate plan at the time of use. Roadpost reserves the right to modify and/or add rates and charges from time to time, including loyalty rewards, without prior notice to the Customer.
- b. The Customer is charged a pre-payment at the time its order is shipped which includes the first month's subscription charge, any hardware charges and applicable taxes. Roadpost bills monthly subscription fees in advance, therefore the Customer's first invoice will reflect charges for two months of service - the current month's subscription, plus the advance charge for the next month's subscription, as well as any hardware charges and applicable taxes. The pre-payment charged at the time of shipping will be deducted from the first invoice, reflecting a balance due of one month's service.
- c. All applicable governmental taxes and surcharges shall be added to the usage and rental/purchase price, unless the Customer provides an executed resale exemption certificate to establish exempt status as a reseller of Equipment and/or Services which meets and satisfies the requirements of the levying tax authority in question.
- d. Roadpost will provide Customer with monthly invoices (which may be delivered to Customer's email address or posted online for Customer's review) reflecting monthly recurring charges billed in advance and usage charges billed in arrears. Calls may be billed several months after they were made due to delays in receiving call records from partner networks.
- e. If Customer has provided a credit card for payment of its invoices, all credit card payments will be processed on or after the 12th day of every month. If the Customer has furnished a credit card number for the payment of charges under this Agreement, then the Customer represents that he or she is an authorized signer on the account of such credit card.
- f. All amounts on invoices not otherwise automatically and successfully paid by credit card, as provided herein, are due 30 days after the date of the invoice, after which time the invoice shall be considered past due.
- g. A late payment charge of 1.5% interest per month, or 18% per year, is applicable against all overdue balances. Roadpost reserves the right to suspend or terminate Customer's service for non-payment of an invoice, including unbilled usage.
- h. The Customer shall inform Roadpost of any disputes or disagreements with invoiced charges within 30 days of the date of invoice. Thereafter, the Customer shall be deemed to have waived its right to dispute charges. In addition, the Customer agrees to assume personal responsibility for all payments due in consideration of this Agreement.
- i. Should Customer have concerns about its service performance, the Customer must formally contact Roadpost Technical Support or Customer Care

regarding the issue during their travels. In situations where the service is deemed not to have worked during travels, Roadpost will be unable to provide compensation, if Roadpost was not given the opportunity to troubleshoot and resolve issues during the service period.

13. **HIGH USAGE:** Roadpost reserves the right to monitor services for patterns of high usage. High usage is determined solely by Roadpost and its network partners. Accounts generating high service usage will be flagged in the system and Roadpost will contact the account holder to confirm that the usage is legitimate. In the event that Roadpost is unable to reach the account holder, Roadpost reserves the right to suspend the service until the usage can be confirmed. In addition to suspending services, Roadpost reserves the right to collect an interim payment for unbilled usage prior to invoicing. The interim payment will be used as a deposit for the unbilled usage and will be applied to the next invoice. The size of the interim payment will be determined by Roadpost, and the account holder will be notified by Roadpost prior to the charge being placed. If Roadpost is unable to bill the interim payment, Roadpost will suspend the service until payment can be made.
14. **LOSS/THEFT/DAMAGE/FRAUD:** The Customer must notify Roadpost immediately regarding lost, stolen, or damaged Equipment / SIM Card / IMEI if the Customer suspects or should reasonably suspect that the Equipment / SIM Card / IMEI is being used in an unlawful or fraudulent manner. The Customer is responsible for all charges incurred up until the time of said notification. Roadpost requires evidence of alleged loss or theft in the form of a police report. Upon said notification, or if Roadpost suspects any wrongdoing, Roadpost will terminate or suspend the Services. The Customer is prohibited from utilizing Roadpost's services to compromise the security of or tamper with Roadpost's system of resources or accounts on any of Roadpost's computers, routers, terminal servers, modems, or any other equipment at Roadpost or any other site. Use or distribution of tools designed for compromising security is prohibited. The Customer agrees to provide reasonable co-operation in any investigation of unlawful use of Services or Equipment. If Loss/Theft/Damage Protection is not purchased, the Customer will be charged the full replacement value for any missing or damaged equipment.
15. **SIM CARDS:** Information contained in any SIM card(s) (the "Card") furnished to the Customer in a rental order is the property of Roadpost. The Customer agrees not to interfere with the information contained in the Card and shall promptly return the Card to Roadpost upon termination of this Agreement. Roadpost permits the use of multiple Cards per phone in pooled corporate environments.
16. **CANCELLATION OF ORDERS:** An administration fee may apply if an order is cancelled; any shipping charges incurred will be charged to the customer. There is no refund for prepaid cards. Roadpost is not responsible for recipient not being available to receive delivery, incorrect addresses, phone numbers, or insufficient delivery information placed on the initial order. All subscription cancellation requests must be sent in writing to [customercare@roadpost.com](mailto:customercare@roadpost.com).
17. **WARRANTIES:** Duration and scope of included warranties on Equipment are limited to the manufacturer's warranty. Please refer to the Manufacturer's website or product manuals/packing for more information. Roadpost provides a warranty of 90 days on all refurbished satellite equipment. Roadpost provides a warranty of 30 days on equipment repairs performed by

Roadpost. Equipment repairs performed by the original manufacturer are subject to the warranty terms of the manufacturer. Roadpost provides no warranties with respect to the Services. Roadpost offers an optional [Iridium 9555 Extended Warranty Plan](#) for an additional fee. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND THE EQUIPMENT WARRANTY, ROADPOST EXPRESSLY DISCLAIMS AND EXCLUDES ALL WARRANTIES CONCERNING THE EQUIPMENT OR THE SERVICES TO BE RENDERED HEREUNDER, EXPRESS OR IMPLIED, ORAL OR WRITTEN, ARISING BY LAW OR OTHERWISE, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR THOSE ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE.

18. SOFTWARE LICENSE:

- a. If and to the extent that Customer requires the use of licensed software in order to use the Services or Equipment ("Licensed Software"), Customer is hereby granted a non-exclusive license to use such Licensed Software on the terms of this Subsection 17, solely to the extent required to use the Services and/or Equipment.
- b. Customer will not have the right, without the prior written consent of Roadpost, which consent may be withheld for any reason and which may be subject to terms and conditions to be negotiated between the parties, to assign and/or transfer any license granted under this subsection.
- c. Each item of Licensed Software, including its component parts and user interface and associated documentation contains copyrighted material, trade secrets and other proprietary material of Roadpost or Roadpost's subcontractors or licensors and may be protected by one or more patents or copyrights. Title to any Licensed Software, including its component parts and user interface and all associated documentation and patents, copyrights and all other property rights thereto will at all times remain solely and exclusively with Roadpost or its licensors, and Customer will not take any action inconsistent with such title.
- d. All rights in any Licensed Software not expressly granted to Customer in this Agreement are reserved by Roadpost. Customer is granted no title or ownership rights to such Software or to any copyright associated therewith, and Customer will not sell, transfer, rent, copy (other than for archival or backup purposes), reverse engineer, reverse compile, or grant any rights in such Licensed Software without Roadpost's prior written consent. Customer will protect any Licensed Software licensed hereunder in a manner consistent with the maintenance of Roadpost's ownership and proprietary rights therein, including displaying of any copyright marks incorporated by Roadpost.
- e. Customer may make a copy of any Licensed Software solely for use as permitted herein or for backup or archival purposes. Customer will include on each copy that it makes all notices and legends in the Licensed Software and affixed to its medium, documentation and container as received from

Roadpost. All copies of any Licensed Software, whether provided by Roadpost or made by Customer, will remain the property of Roadpost or its licensors. Customer will maintain a record of the number and location of all copies of Licensed Software that it makes, including Licensed Software that it has merged with other software, and will make those records available to Roadpost upon request.

19. ADDITIONAL POLICIES: A current copy of these terms and conditions can be obtained online at [www.roadpost.com](http://www.roadpost.com) or by contacting Roadpost Customer Care at 1.888.622.7368. Roadpost reserves the right to modify the Roadpost Terms and Conditions at any time. Notice of modifications to these Terms and Conditions may be given to Customer by posting such changes to the Roadpost website located at [www.roadpost.com](http://www.roadpost.com), by electronic mail or by conventional mail.
20. NOTICES:
  - a. Any notice which either party may desire to give the other party must be in writing and may be given by (i) personal delivery to an officer of the party, (ii) by mailing the same by registered or certified mail, postage prepaid, return receipt requested, at the address of such party as set forth in the main body of the Agreement, or such other address as the parties may hereinafter designate, or (iii) by internationally recognized courier service to the address of such party as set forth in the main body of this Agreement.
  - b. GOVERNING LAW AND JURISDICTION: This Agreement shall be governed in accordance with the laws of the Province of Ontario, Canada, without regard to any provision that would result in the application of the laws of any other jurisdiction. The parties further agree that any claim, action or lawsuit under this Agreement must be brought in a court located in Ontario, Canada, and each party waives its right to claim the same is an inconvenient forum. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. In no event shall either party be required to perform any obligation under this Agreement if it is determined that performance of such obligation violates any U.S. or foreign law, rule, or regulation.
  - c. AMENDMENT: No change, amendment or modification of any of the provisions set forth herein shall be binding unless made in writing and signed by a duly authorized representative of both parties hereto, and no representation, promise, inducement or statement of intention has been made by either party which is not embodied herein.
  - d. EXPORT REGULATIONS: Customer agrees to conform with, and abide by, the export laws and regulations of the United States, including but not limited to, the Export Administration Act of 1979 as amended and its implementing regulations.
  - e. COUNTERPARTS: This Agreement and any amendment hereto or any other document delivered pursuant hereto may be executed and delivered by

facsimile, in one or more counterparts, and by different parties in separate counterparts. All of such counterparts shall constitute one and the same agreement (or other document) and shall become effective (unless otherwise provided therein) when one or more counterparts have been signed by each party and delivered to the other party.

- f. ASSIGNMENT: This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective representatives, successors and permitted assigns. This Agreement shall not be assignable by Customer without the express written consent of Roadpost, which consent shall not be unreasonably withheld. Any attempted assignment in violation of this provision will be void.
- g. FORCE MAJEURE. Neither party will be liable for delays or any failure to perform under this Agreement due to causes that are not within the reasonable control of such party.
- h. ENTIRETY: This Agreement, together with the main body of this Agreement, if any, in which these terms are referenced and incorporated, constitutes the entire agreement between the parties and supersedes any and all previous proposals, representations or statements, oral or written. In the event of conflict between the terms and provisions of any exhibit or ancillary document, and the main body of this Agreement, the terms and conditions of the main body of this Agreement will prevail.
- i. SEVERABILITY: If any provision of this Agreement or the application thereof, is found invalid or unenforceable by a court of competent jurisdiction, that provision shall be amended to achieve as nearly as possible the same economic effect as the original provision and the remainder of this Agreement shall remain in full force and effect.
- j. WAIVER: The waiver by either party of any right under this Agreement or of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other right under this Agreement or of any other breach or failure whether of a similar nature or otherwise.
- k. HEADINGS: The captions and headings appearing in this Agreement are for reference only and shall not be considered in construing this Agreement.
- l. DRAFTING: This Agreement and its provisions shall not be construed or interpreted for or against any party hereto because that party drafted or caused its legal representative to draft any of its provisions.
- m. THIRD PARTIES: Nothing in this Agreement, express or implied, is intended to confer or shall confer upon any persons other than the parties hereto any rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement.
- n. SURVIVAL: The rights and obligations of the parties under the provisions of this Agreement which by their context, intent and meaning would reasonably

be expected to survive the termination or expiration of this Agreement, or any part thereof, shall so survive.

- o. ENGLISH LANGUAGE: The parties agree that this Agreement and all related documents be drafted and construed in English; les parties ont exigé que cet acte, ainsi que tous les documents s'y rapportant, soient rédigés en anglais.