Your Macheen Mobile Connect services are provided by Macheen, Inc., including its parent company, Good Technology Corporation ("Macheen") and include mobile wireless internet access, and related software and services. Your service transactions will be made with Macheen, and policies governing them and the use of the service are provided by Macheen.

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY. THEY CONTAIN IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS. THIS DOCUMENT CONTAINS A BINDING ARBITRATION CLAUSE.

**ACCEPTANCE OF THESE TERMS OF SERVICE:** By clicking the "Accept" button below, You agree to be bound by these Terms of Service which include the End User License Agreement located at https://www.macheenmobileconnect.com/docs/macheen/eula\_us.pdf ("**EULA**"); the Macheen Privacy Policy located at

https://www.macheenmobileconnect.com/docs/macheen/privacy\_us.pdf ("*Privacy Policy*"); as well as the statements and representations that You make in entering into online transactions for purchasing or accessing the Services (including Sessions and Refills); all of the foregoing are incorporated by reference herein and together with the Terms of Service are collectively referred to as the "Agreement." The Agreement governs your use of the *Macheen Mobile Connect* service ("Services") provided by Macheen.

Macheen provides you the Services through its Network Providers. The Agreement is between You as the customer and Macheen. If You agree to the Agreement on behalf of your employer, You represent that You have the authority to do so. The Agreement may be replaced, revised, or supplemented by Macheen at any time and it is your responsibility to review the Agreement prior to using the Services. These Terms of Service are subject to termination or cancellation at any time, according to the terms below, including but not limited to your failure to show acceptance of a modification to this Agreement, in the manner and at the time requested by Macheen.

**DEFINITIONS:** In addition to any defined terms identified in the body of this Agreement, the following terms shall have the following meanings.

"Affiliate" with respect to an entity named in this Agreement means any corporation, company or other entity that directly or indirectly controls, is controlled by, or is under common control with the named entity. For the purpose of this definition, the word "control" shall mean the direct or indirect ownership of more than fifty percent (50%) of the outstanding voting stock of the corporation, company, or other entity.

"Device Number" means the Device Number assigned to your Device by Macheen, and further described in these Terms of Service used to establish network connectivity, authenticate Service, track usage, enable machine-to-machine communication between yourDevice and other network components, and for other commercial and administrative purposes. The Device Number is not the same as a service tag number, license key number, or other identifying numbers which are provided by device vendors for services unrelated to the Services provided by Macheen.

"Device" means the wireless-enabled product, from which You are enabled to access the Services and the Software.

"Network Providers" means wireless network operators and enablers within Macheen's virtual network of wireless Internet network operators and enablers, who provide wireless services and network access to Macheen in support of the Services.

"Macheen" means Macheen, Inc, including its parent company, Good Technology Corporation, a Delaware corporation with offices at 430 N. Mary Ave., Suite 200, Sunnyvale, CA, 94085, USA.

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- "Macheen Group" means Macheen and its Affiliates.
- "Primary Use Location" or "PUL" means the street address to which You have directed Macheen to send invoices, which You represent as being where your use of Services primarily occurs, and as being your residential street address or primary business street address.
- "Services Account" is the account established by You to manage, among other things with respect the Services.
- "Software" means Macheen's proprietary software functionality for which access is provided to You as part of the Services as described in this Agreement, and as further described in the EULA.
- "Session" means your order to use the Services in a specified quantity, payment for which will be as described in this Agreement.
  - "You" means you, the customer or user of the Services.

INTERNET ACCESS SERVICES GENERALLY: Software installed on the Device enables You to use the Device with the Services as provided by Macheen. A Device is required to use the Services. The Services are mobile broadband Internet services provided by Macheen through its Network Providers, including but not limited to cellular wireless data services, WiFi data services, Internet connectivity, and features that may be used with wireless data services, content and applications. The absolute capacity of the wireless data network is limited. Accordingly, the Service is only provided for prescribed purposes. Pricing for Services is device dependent and may be based on the transmit and receive capacity of your Device. A Session started from your Device may not be used with another device. Wireless voice services are not part of the Services covered by this Agreement. Macheen makes reasonable efforts to provide You with uninterrupted access to Services. However, there will be occasions when Services will be interrupted for maintenance, upgrades, emergency repairs or the failure of telecommunications equipment and services. Macheen will take reasonable steps to minimize such disruption. Please also see "Services Availability and Access/Coverage," as well as "Disclaimer of Warranties" and "Limitation of Liability," below, for important information about Macheen's responsibilities.

**DEVICES AND EQUIPMENT: MACHINE TO MACHINE COMMUNICATIONS:** You must provide and pay for all computer and wireless device equipment necessary to use Services, including the Device. Use of Services on any device other than the Device is not authorized by this Agreement. A Device Number has been assigned, or may be assigned at any time to your Device by Macheen. This number may be used to establish network connectivity, authenticate Service, track usage, enable machine-to-machine communication between your Device and other network components, and for other commercial and administrative purposes. You acknowledge your permission for machine-to-machine communication, transmission and data-gathering between the Device, Macheen, and Network Provider network components for such purposes, regardless of whether You are actively using Services at any given point in time. Such communications, transmissions and datagathering will be subject to the Privacy Policy. You acknowledge that, except as provided under applicable law, You have no proprietary interest in a Device Number assigned to your Device. You agree to maintain your Device in compliance with applicable laws, rules, and regulations. Macheen may periodically program your Device remotely with system settings for off-net usage (roaming), to direct your Device to use Services most appropriate for your typical usage, and for other features that cannot be changed manually. You agree that You will not make any modifications to the Device or do programming to enable the Device to operate on any other mobile broadband Internet service network other than that provided through Macheen and through using the Software. Macheen may, at its sole discretion, modify the Device programming to enable the operation of the Device on networks of other Network Providers whose networks Macheen may add to the Services, to download and

update Services options, configurations, content/service menus and other aspects of the applications provided with Services.

YOUR ACCOUNT INFORMATION: When You register for Services, You agree to provide accurate information about yourself and to keep that information up-to-date. At registration, You will select a user name and password that You will need to access Services. Macheen may use an escrowed copy of your password or security questions only to allow You to restore access to Services or reset your password (upon your presentation of your Account Information (as defined below) to Macheen). Macheen will not otherwise use or share your escrowed password or security question, unless required to do so by law or under confidential arrangement with service providers used by Macheen in connection with providing you the Services. Please keep your username and password safe and secure. You will not be able to access Services without both. It is your responsibility to maintain the confidentiality of your Services user name and password (your "Account Information"). You are responsible for all use of Services accessed through your Account Information. You further agree that Macheen may, in its sole discretion, treat any person who presents your credentials for account access as You or an authorized user on the account for disclosure of information or changes in Services. You agree that Macheen may contact You for Services related reasons, through the contact information You provide, through the Services or Devices to which You subscribe or through other available means, including text message, email, fax, recorded message, mobile, residential or business phone, or mail. You agree to immediately notify Macheen of any unauthorized use of your Account Information or any other actual or suspected breach of Services security, and provide any information Macheen requests, by logging in and opening a support ticket to notify us electronically through the Support link at macheenmobilecoonect.com. You should receive an electronic verification from us that your notification is complete and has been received; otherwise You should re-notify us until you receive verification that your notification is received and complete.

CREDIT INFORMATION AND CREDIT CHECK: A condition of your ability to receive certain Services may be that You have and maintain a satisfactory credit profile according to Macheen standards and policies. You agree to provide Macheen the information Macheen from time to time requests. Macheen relies on the credit information You furnish, credit bureau reports or other information available from credit reporting agencies and other sources to determine whether to provide or continue to provide Services to You. The Services that are offered to You can vary based on your credit history. Macheen may at any time, based on your credit history, withdraw or change Services, or place limits or conditions on your use of the Services. Macheen may provide your payment history and other account billing/charge information to any credit reporting agency or industry clearinghouse. In addition, Macheen may use third-party banking and payment facilities to process payments with respect to your account. You agree to provide account or other payment-related information requested by such third party facilities directly to them as requested when using the Services. You authorize Macheen to provide your account or other payment-related information, as requested by such third party facilities, directly to them in order to facilitate payments from You with respect to your account.

## ORDERS, PURCHASES, PAYMENTS, AND SESSION USAGE:

<u>Orders</u>. Use of the Software and Services are subject to the terms and conditions contained herein, including those incorporated by reference, and to the terms of all applicable written or electronic order forms (each an "Order") submitted by or on behalf of You to Macheen. Each Order shall be accompanied by one of the following payment methods providing full

payment for all Software and Services set forth in the Order: (1) a check for immediately available funds, (2) a signed purchase order from You (a "Purchase Order") or (3) a credit card authorization signed by Customer. In some instances, the purchasing relationship exists solely between You and an authorized reseller of Macheen's software and services (a "Reseller"), in which case the Reseller shall be responsible for submitting Orders and the appropriate payment method therewith. An Order is not binding until Macheen accepts the Order and issues You an order confirmation number (an "Order Confirmation").

Fees and Payment. You purchase and pay for Services in order to use them. Macheen is the merchant of record for the Services. You agree to pay Macheen its stated applicable charges and rates (the "Fees") for Services in connection with your purchase and use. Fees are not refundable, unless this Agreement expressly provides for refund. All amounts due are exclusive of taxes, withholding, duties, levies, tariffs, and other governmental charges (including without limitation VAT), excluding taxes on Macheen's net income, (collectively, "Taxes"), and You are responsible for payment of all Taxes. The Parties will reasonably cooperate to lawfully minimize Taxes. Macheen reserves the right to accept or refuse payment from any of such means of payment, or their providers. Macheen will invoice You for the Services upon acceptance of the Order, after delivery of the Software or Services. Macheen may invoice You electronically. Each invoice is due and payable within thirty days following the invoice date. If Macheen has not received payment within sixty days after the due date, interest will accrue on past due amounts at the rate of one percent per month or any lower legal maximum. In addition to any other rights it may have, Macheen may suspend Services and use of Software provided under the applicable Order in the event any payment under this Agreement is not paid when due after notice to You. For billing convenience, Macheen and You can elect to designate one date each year or quarter upon which renewal payments are due for all Software and Services. You agree that this Agreement shall independently serve as full authorization to invoice You for all applicable fees.

Session Usage. You can use the Services upon the start of a Session as defined on on Order. When You start a Session, You will choose a Session that is denominated by bandwidth usage per month. The bandwidth usage is indicated by megabytes, gigabytes or other multiple of data bytes per month. Your usage is measured by actual bandwidth usage. Bandwidth usage is measured in bytes or byte multiples, by all data that is downloaded and uploaded by the Device using the Services. This may include what You specifically direct to be uploaded and downloaded, as well as uploads or downloads initiated without your direction by applications on the Device. The Session for each month will expire at the end of the month or when You have used or exceeded the bandwidth usage indicated for such month. For example, if You start a Session that contains 5mb of bandwidth usage on January 1, then it will expire as soon as You use up the 5MB of bandwidth in January. Once such Session has expired, you will not be able to use additional bandwidth (a) until the next month (i.e February); or (b) by purchasing additional bandwidth. As another example, if You use only 3mb of bandwidth during the month of January, the 2mb of unused bandwidth during January shall expire and will not be extended into February. Once You start a Session, it cannot be stopped or recalled. Even if You turn off your Device or otherwise stop downloading or uploading data while a Session is pending, it will be used up simply by the passage of time. The rate of bandwidth usage and the time elapsed to accomplish any given task(s) under a Session may vary with geography, signal strength or weakness, network coverage or facilities available at a given location, CPU usage or configuration of the Device, granularity of packets or bandwidth measurement, communications from Macheen or from third parties that You access through the Services, or according to other factors.

<u>Restrictions.</u> Certain Macheen products and services may require special purchase and payment terms and therefore Macheen does not guaranty that You will be able to purchase all products and services that may be made available to You in connection with the Services.

<u>Disputing Charges.</u> You may dispute charges to your Services Account within thirty days of the date of the posting to your online Services Account statement of the applicable charge to be disputed. *Disputes regarding charges raised after this period will be deemed waived and your invoice will be considered final.* To assert a dispute, You may contact Macheen's Customer Service team by logging in and entering a support ticket at macheenmobileconnect.com, or submit your dispute by email, to LMAsupport@macheen.com. Macheen will investigate your dispute. You must pay disputed charges on your invoice at the indicated time.

Wireless broadband usage information that is provided by the Software on your Device is only an estimate. You may use that information as a guide for forecasting behavior, and should not rely upon the information for billing purposes. Official wireless broadband usage Service information for prior months Services is available by logging in and accessing your account information at macheenmobileconnect.com, or if that website function is not available, by e-mailing us with your request at support@macheen.com.

Your Device may send and receive messages without user intervention and may generate unexpected charges as soon as it is powered "on". Macheen may send alerts via email to notify You of mobile broadband usage status. These are courtesy alerts. There is no guarantee You will receive them. They are not a guarantee of a particular charge or usage.

LOST OR STOLEN DEVICE. Macheen is not responsible for unauthorized usage of your Device or Services, even if the Device has been lost or stolen. If such a loss or theft occurs, You should immediately report the Device as lost or stolen in order to cancelServices, and receive assistance to determine whether charges or billing have resulted from unauthorized usage. The contact point for reporting a lost or stolen Device is Macheen's Customer Service team, which you may contact by logging in and entering a support ticket atmacheenmobileconnect.com, providing contact information where you can be reached immediately by phone or by e-mail. Macheen may ask You to submit additional information in writing to support your report of any unauthorized usage. Macheen may, but is not required to, suspend your Services, rather than terminate them. If so, while your Services are suspended You will remain responsible for complying with all other obligations under this Agreement. Macheen may choose to terminate your Services rather than suspend them, in its discretion. You and Macheen have a duty to act in good faith in a reasonable and responsible manner in connection with the loss or theft of your Device. Loss or theft of a Device, your notification to Macheen of such loss or theft, or a resulting termination or suspension of Services, will not affect your obligation to pay for Sessions that have been started prior to notification of Macheen and cancellation of Services, and no refund or other credit will be provided with respect to Services Credits already debited for such Sessions.

You will have up to 60 days from the date You reported a Device as being lost or stolen to re-activate suspended Service. If You do not re-activate suspended Service within this time period, Macheen may terminate your Service and the Agreement.

YOUR USE OF SERVICES ("Use Policy"): General. The features of the Services, when used in conjunction with other Internet facilities, may allow You to transmit, retransmit, store, view, restore, back up or share your and other's data, photographs, videos, music and other digital files (collectively, "Content") via the Internet. You are solely responsible for all Content and Account Information that You transmit, retransmit, store, view, restore, back up or share through Services and to and from your account, and agree that You will cause all such actions and Content to comply with this Agreement. CONTENT YOU CHOOSE TO SHARE MAY OR MAY NOT BE ENCRYPTED. You agree that your use of Services will fully comply with all applicable laws, rules and regulations (whether local, state, provincial, federal, national, international, treaty, court order, ordinance or otherwise) and that it will also comply with all of Macheen's and its Network Providers' network regulations, policies and procedures. Without limiting the generality of these requirements, You agree that You will not use the Services other than on a Device and You will not use the Services to:

- Transmit, store, view, restore or share Content that: (i) contains illegal material; (ii) is harassing, libelous, defamatory, abusive, threatening, harmful, fraudulent, hateful, racist, treasonous, excessively violent or promoting the use of violence, pornographic, obscene or is otherwise tortious or offensive, as determined by Macheen in its sole discretion; (iii) encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate a law; or (iv) contains any viruses, worms, Trojan horses or other code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with Services;
- Transmit, store, view, restore or share Content, if such action would violate any
  applicable privacy policy or applicable privacy law, rule or regulation, including,
  without limitation, the Gramm-Leach-Bliley Act, the Health Insurance Portability and
  Accountability Act of 1996, the Fair Credit Reporting Act, the Children's Online
  Privacy Protection Act and each such Act's related rules and regulations;
- Plan or carry out any illegal activity;
- Violate the intellectual property rights or other rights of any third party, including, without limitation, any person's copyrights in music, videos, images, books or other works, or other rights under patent, trademark laws, trade secret, trade dress, right of privacy, right of publicity, moral rights or other intellectual property right now known or later recognized by statute, judicial decision or regulation;
- Breach any duty of confidentiality that You owe to anyone;
- Access or attempt to access any Services account for which You have no access authorization; or
- Sell Content to others, charge anyone for access to your Services Account or otherwise use, sell or share Services for any commercial purpose.

<u>Export Restrictions</u>. You acknowledge that U.S. and other countries' export laws may apply to the transfer of technology and software through Services. You warrant that any software You transmit and store using the Services contains no encryption or, to the extent that it contains encryption, such software is approved for export without a license. You also warrant that any technology You transmit and store is approved for export without a license. Notwithstanding the foregoing, You are solely responsible for obtaining any specific licenses relating to the export of technology and/or software if a license is required.

<u>Inappropriate Interaction with Minors: Child Pornography</u>. Macheen complies with applicable laws pertaining to the protection of minors. You agree not to use Services to publish, submit/receive, upload/download, post, use, copy or otherwise produce, transmit, distribute or store child pornography. Macheen may report cases of child exploitation, or violations of

this section of the Agreement, to the National Center for Missing and Exploited Children, and may seek to block or remove any related offensive material from the Services. For more information about online safety, visit www.ncmec.org.

<u>Spam/E-mail/Usenet Abuse.</u> Violation of the CAN-SPAM Act of 2003, as amended or any other applicable law regulating e-mail services, constitutes a violation of this Agreement. Furthermore, Spam/E-mail or Usenet abuse is prohibited using Internet protocol Services.

<u>Security Violations.</u> The Services may not be used to interfere with, gain unauthorized access to, or otherwise violate the security of Macheen's (or another party's) server, network, network access, personal computer or control devices, software or data, or other system, or to attempt to do any of the foregoing.

<u>Violation of Others' Standards.</u> Failure to adhere to the rules, guidelines or agreements applicable to search engines, subscription Web services, chat areas, bulletin boards, Web pages, USENET, applications, or other services that are accessed via a link from a Macheenbranded or from a website that contains Macheen-branded content is a violation of this Use Policy.

See also "Prohibited and Permissible Uses" below.

**MODIFICATION OF SERVICES:** Macheen reserves the right to modify or discontinue Services, with or without notice or liability to You or any third party.

SERVICES AVAILABILITY AND ACCESS/COVERAGE: Macheen does not guarantee availability of any wireless network. Services may be subject to certain equipment and compatibility/limitations including memory, storage, network availability, coverage, accessibility and data conversion limitations. Services are subject to change without notice. When You are outside coverage areas, access will be limited to information and applications previously downloaded to or resident on your device. Coverage areas may vary within between Sessions that You may start, and may be unavailable. Macheen's and its Network Providers' wireless services are not equivalent to landline Internet. Actual download and upload speeds depend upon device characteristics, network, network availability and coverage levels, tasks, file characteristics, applications and other factors. Even within a designated coverage area performance may be impacted, or made unavailable, by one of or a combination of factors such as transmission limitations, lack of proximity to Macheen's or its Network Providers' network facilities, terrain, in-building/in-vehicle use, unavailability of frequency channels, foliage, weather, and capacity constraints. Service may also be interrupted, delayed, or otherwise limited due to, priority access by National Security and Emergency Preparedness personnel in the event of a disaster or emergency, coordination with other systems, equipment modifications and repairs, and problems with the facilities of interconnecting carriers. Macheen is not responsible for nonproprietary services or their effects on devices.

ACCESS REQUIREMENTS: Not all features of Services are available for purchase or use in all areas or with all Devices. Additional hardware, software, subscription, credit or debit card, Internet access from your Device or a special network connection may be required and You are solely responsible for arranging for or obtaining all such requirements. Some solutions may require third party products and/or services, which are subject to any applicable third party terms and conditions and may require separate purchase from and/or agreement with the third party provider. Macheen is not responsible for any consequential

damages caused in any way by the preceding hardware, software or other items/requirements for which You are responsible.

LOCATION-BASED SERVICES. Macheen may make location-based services and location-based information available to You as part of the Services. If so and You use them, then when You turn on your Device, your Device automatically communicates its location to Macheen or its Network Providers' network. The accuracy of location-based services may be affected by many circumstances beyond Macheen's or Network Providers' control, including atmospheric, geographic or topographic conditions. Macheen does not warrant or guarantee that location-based services will be available at any specific time or geographic location, or without interruption. If You use location-based services, You consent to Macheen and Network Providers collecting, monitoring and tracking the physical location of your Device in order to provide You with the location-based services You have requested, or in emergency situations as prescribed by law. If You allow other users to use your Device, You are responsible for informing the users that their location information may be collected or disclosed.

INFORMATION ON DEVICES OR TRANSMITTED BY DEVICES. Your Device may contain or transmit sensitive or personal information. Macheen is not responsible for any information on your Device, including sensitive or personal information. If possible, You should remove or otherwise safeguard any sensitive or personal information when your Device is out of your possession or control, including, but not limited to, relinquishing, exchanging, returning or recycling your Device. By submitting your Device to Macheen for any purpose whatsoever, You agree that Macheen's employees, contractors or vendors may access all of the information on your Device. You should take care when transmitting sensitive or personal information, and Macheen is not responsible for loss or disclosure of any sensitive information You may transmit. You may receive unsolicited messages from third parties as a result of visiting Internet sites, and online charges may apply whether the message is read or unread, solicited or unsolicited.

**USE OF INFORMATION SUBMITTED:** You agree that Macheen is free to use any comments, information or ideas in any communication You send to Macheen, without compensation or acknowledgement to You, for any purpose whatsoever, including, but not limited to, modifying and marketing Services or developing, manufacturing and marketing other products or services.

**ELECTRONIC COMMUNICATIONS:** By using the Services, You consent to receiving electronic communications and notices from Macheen, and You agree that any such communication will satisfy any legal communication requirements, including that such communications be in writing.

**ADDITIONAL OFFERINGS**. You agree that Macheen may contact You through the contact information You provide, including using the access to the Services which You have purchased, or through other available means, including text message, email, fax, recorded message, mobile, residential or business phone, or mail, for purposes of notifying You of the availability of additional Services, or services and products available through use of the Services.

THIRD-PARTY INFORMATION/CONTENT/APPLICATIONS: Certain information, applications, or other content is provided by independently owned and operated content providers or service providers who are subject to change at any time without notice. MACHEEN IS NOT A PUBLISHER OF THIRD-PARTY INFORMATION, APPLICATIONS, OR

OTHER CONTENT AND IS NOT RESPONSIBLE FOR ANY OPINIONS, ADVICE, STATEMENTS, OR OTHER INFORMATION, SERVICES OR GOODS PROVIDED BY THIRD PARTIES. Thirdparty content or service providers may impose additional charges. Policies regarding intellectual property, privacy and other policies or terms of use may differ among Macheen's content or service providers and You are bound by such policies or terms when You visit their respective sites or use their services. It is your responsibility to read the rules or service agreements of each content provider or service provider. Any information You involuntarily or voluntarily provide third parties is governed by their policies or terms. The accuracy, appropriateness, content, completeness, timeliness, usefulness, security, safety, merchantability, fitness for a particular purpose, transmission or correct sequencing of any application, information or downloaded data is not guaranteed or warranted by Macheen or any content providers or other third party. Delays or omissions may occur. Neither Macheen nor its content providers, service providers or other third parties shall be liable to You for any loss or injury arising out of or caused, in whole or in part, by your use of any information, application or content, or any information, application, or other content acquired through the Services. You acknowledge that every business or personal decision, to some degree or another, represents an assumption of risk, and that neither Macheen nor its content and service providers or suppliers, in providing information, applications or other content or services, or access to information, applications, or other content underwrites, can underwrite, or assumes your risk in any manner whatsoever.

PROHIBITED AND PERMISSIBLE USES: Except as may otherwise be specifically permitted or prohibited, data sessions may be conducted only for the following purposes: (i) Internet browsing; (ii) email; and (iii) intranet access (including access to corporate intranets, email, and individual productivity applications like customer relationship management, sales force, and field service automation). While most common uses for Internet browsing, email and intranet access are permitted through the Services, uses that cause extreme network capacity issues and interference with the network are prohibited. Accordingly, Macheen reserves the right to (i) deny, disconnect, modify and/or terminate Services, without notice, to anyone it believes is using the Services in any manner prohibited or whose usage adversely impacts the wireless network or service levels or hinders access to its wireless network, including without limitation, after a significant period of inactivity or after sessions of excessive usage and (ii) otherwise protect its Network Providers' wireless networks from harm, compromised capacity or degradation in performance, which may impact legitimate data flows. Measures to be taken by Macheen in this regard may include, without limitation, reducing the download or upload speeds available to You through Services, or otherwise managing rates of bandwidth usage.

**SECURITY IS LIMITED:** MACHEEN DOES NOT GUARANTEE SECURITY. Macheen and its service providers may use data encryption in certain of the Service components that we administer that are specifically related to your personal data. For example, your credit card data and personal information is encrypted when you provide them to open an account or execute a payment transaction. Data encryption strengths may vary. Services in many cases do not encrypt data transmitted to or from your Device. You should not assume that it is encrypted unless You or some other provider encrypts it. Because it is not possible to make even encrypted files completely secure, You acknowledge that an unauthorized third party may be able to access your Content, and You agree that, in such event, any loss suffered is subject to the Limitation of Liability section of the Terms of Service. If You use Services to access company email or information, it is your responsibility to ensure your use complies with your company's security and IT procedures.

**ADDITIONAL TERMS:** By signing these Terms of Service, You acknowledge that You have read, reviewed and accept the current terms of the EULA and the Privacy Policy. These documents are all part of the Agreement, including also but not limited to additional terms relating to specific Services, rate plans, coverage and other topics. In addition, use of Macheen's, its Network Providers', and other company's websites or network components are governed by the applicable policies and regulations of these organizations as contained on their websites or other applicable documents. Before using a website or other service location that You may access while using the Services, You are advised to consult the legal terms and conditions or similar information provided there.

CHANGES TO THE AGREEMENT, RATES, AND TERMS: Portions of the Agreement may be changed by Macheen from time to time. Macheen will provide You with notice of such changes in one or more of several ways, at Macheen's sole discretion: for example (but as an example only – such example shall not preclude other methods), by posting the most current version of these terms and conditions at macheenmobileconnect.com or other appropriate location, by placing notification in or with your invoice or by other postal communication, by telephonic communication; by communication with the Device. Please check these regularly to inform yourself of current version terms and conditions. As a condition to continuing provision of Services Macheen may require You to document your acknowledgment and acceptance of such changes by electronic (online) acceptance or otherwise. The Agreement is subject to termination or cancellation at any time, according to its terms below, including but not limited to your failure to show acceptance of a modification to the Agreement or any of its components, in the manner and at the time requested by Macheen.

INTELLECTUAL PROPERTY: All trademarks, service marks and trade names used on or in connection with the Services are the property of their respective owners. You must respect the intellectual property rights of Macheen, its third-party content providers, and any other owner of intellectual property whose protected property may appear on any Web site and/or dialogue box controlled by Macheen or accessed through Macheen's or its Services providers' web sites. Except for material in the public domain, all material displayed in association with the Services is copyrighted or trademarked. Except for personal, non-commercial use, trademarked and copyrighted material may not be copied, downloaded, redistributed, modified or otherwise exploited, in whole or in part, without the permission of the owner. As between you and Macheen, content and families of related marks, images and symbols are the exclusive properties and trademarks or registered trademarks of Macheen and any use by You may be only by permission All other marks contained herein are the property of their respective owners.

**TERMINATION & CANCELLATION:** Macheen may, at its sole discretion, immediately interrupt or terminate your access to Services without notice and without liability to You or any third party. Once You submit payment for Services, the transaction is final, and You will not be refunded all or any part of your payment outside the Macheen refund policy stated in this Agreement. Other terms and conditions may apply, depending on your particular subscription type. Termination or cancellation of this Agreement does not terminate, waive, or release You from, any obligation to pay for Services ordered. Without limitation of the foregoing, cancellation or termination will not affect your obligation to pay for Sessions that have been started prior to termination or cancellation of Services, and no refund or other credit will be provided with respect to Services Credits already debited for such Sessions. MACHEEN RESERVES THE RIGHT TO TERMINATE YOUR SERVICES WITH OR WITHOUT CAUSE.

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