



## TERMS & CONDITIONS

### Terms of Service

- This “Agreement” with Rollingtrans includes: (a) this order form; (b) Rollingtrans’s “Terms and Conditions”; and (c) any terms specific to my Rate Plan or service. Customer can obtain copies of Terms and Conditions at [www.rollingtrans.com](http://www.rollingtrans.com), or by calling Customer Care at 844-538-7267. Customer has received and read this Agreement. The English version of this Agreement will control over any other version.
- With a fixed term contract, Customer agrees to maintain the number of accounts in the order form with the company throughout the entire term. Account access is limited to two specific drivers for each vehicle. Customer agrees to pay \$9.99 for each additional driver.
- Depending on the plan, Rollingtrans will provide the ELD interpreter and, if applicable, cable for free under the contract period. Customer is responsible for returning the ELD Interpreter to Rollingtrans and any shipping costs, if applicable. If Customer is unable to return the ELD interpreter, it is subject to Unreturned/Damaged Hardware Fees which equals the original cost of the device, which is \$299.99.
- Customer may be unable to switch to certain plans or other services, or there may be fees or restrictions associated with switching, including cancellation fee and a new activation fee.
- **If** the Client is an LLC, Corporation, LLP or other entity, then the individuals signing this Agreement hereby agree to, jointly and severally as applicable, personally guarantee the payment and collection of all fees and costs payable under this Agreement, on behalf of said entity.

### Refund Policy

- Customers that are not satisfied with the Hardware may request to return the Hardware within seven (7) days of the Retail Purchase Date by contacting Rollingtrans support by email at [service@rollingtrans.com](mailto:service@rollingtrans.com) or by phone at **(626) 416-5098**. Rollingtrans may issue a refund to Retail Customers if the Hardware is returned in its ORIGINAL condition and following the instructions given by

Rollingtrans support. Retail Customers will be responsible for the cost of shipping and insurance for returns. A restocking charge of 20% will be applied.

## **Cancellation Policy**

### **Refunds**

- Unless otherwise agreed to in writing, signed by the parties, or outlined in the Service Order Form, all fees paid are non-refundable.

### **Termination/Cancellation Fees**

- In the event that Customer cancels or terminates its subscription before the end of the Subscription Term (e.g. if customer signs up for a 2-year term contract and cancels after 6 months), upon cancellation, you remain responsible for payment of all outstanding balances accrued through the effective date. If you have provided your financial information to us, you authorize us to apply this method of payment, in accordance with applicable law, to satisfy any and all amounts due upon cancellation.

### **Automatic Renewal**

- Unless otherwise terminated, these subscriptions shall automatically renew on a year-to-year basis unless monthly subscription. Customer acknowledges that upon such renewal, all pricing is subject to change in accordance with these Terms of Service and to the extent permitted under applicable law. To terminate any recurring service, Customer must call **(626) 416-5098**, or provide a hardcopy written notice of termination to Rollingtrans at **service@rollingtrans.com**, and in any event, any such Customer-requested termination shall not be effective before the date Rollingtrans receives such a request. Prior to effecting such termination or any other change to the account, we will verify and authenticate your identity, confirm that you are authorized to request such changes, and confirm your election of such changes.

**\*IMPORTANT: Customer is responsible for providing complete and accurate billing and contact information to Rollingtrans. Customer is also responsible for notifying Rollingtrans of any updates or changes that need be made to this information.**

## **Hardware Return and Exchange Policy**

### **Returns After Cancellation/Termination**

**\*Note: Does not apply to contracts with Free Device-Leasing\***

- Customer does not need to return Hardware in the event of termination or cancellation of its Services. In the event that Rollingtrans determines Customer is eligible for any refunds after termination of its subscription services, such refunds will be processed and returned to Customer via check.

## Exchanges

- If Customer exchanges its Hardware for new Hardware for any reason, Customer must return its old Hardware within 30 days of receipt of its new Hardware and is responsible for the cost of shipping and insurance for returns, or else Customer will be subject to the Fees for Unreturned/Damaged Hardware set forth below.

## Fees for Unreturned/Damaged Hardware

- If Customer does not return its Hardware, or returns it in a damaged state, Rollingtrans may charge Customer the Unreturned/Damaged Hardware Fees, as set forth in the Terms of Service.

## Service Transfer Order

**Transfer Fee:** \$30.00 for each vehicle

- Transfers to brand new or existing companies can be processed for any contract, under the condition that information about the transferee company is provided.
- A new contract must be issued and signed by the responsible party of the original contract during a service transfer. The old company (transferor) and new company (transferee) are separate unrelated entities.
- Transfers to both new and existing companies require a transfer fee.

### Procedure:

- 1) Customer provides information for the new company if necessary. (registration cab card, owner/responsible person's license, new company email, contact person's phone number)
- 2) Customer signs the transfer contract (the same rules apply).
- 3) Change the owner of the truck/device to the new company and update the address and truck information if necessary. (VIN, Unit No., Fleet, etc.)

### **\*\*IMPORTANT - For Silver, Gold, and Platinum Plans (including PLUS)\*\***

- Credit transfers are NOT available for Copper Plan.
- Credit transfers are NOT available during the FIRST year of the contract.
- Credit transfers are ONLY available within THREE months after the SECOND payment is made on the original contract.
- A maximum of NINE months and a minimum of SEVEN months worth of credits are allowed to be transferred. (see chart below)

Time of Transfer Request (in relation to the second payment date)	Credits Allowed for Transfer
Within ONE Month	NINE Months
Within TWO Months	EIGHT Months
Within THREE Months	SEVEN Months

Hardware tax is charged on the device during a Service Transfer Order because it is treated as a repurchase. During a Service Transfer Order, a customer returns the device and repurchases it under a different name. Rollingtrans treats every company as its independent entity. Therefore, we allow for devices to be transferred under this condition; otherwise, Customer needs to fulfill previous contract before canceling and registering a new company using the same device.

## **Account Extension/Pause**

If Customer is selling and purchasing a new vehicle, you can request a suspension/pause of their account for up to three (3) months and unpause at any time. If you elect to pause your subscription, your account will automatically reactivate following the time period that you specified at the time of pausing, and we will then automatically start to charge you again. You will be responsible for payment upon reactivation regardless of whether or not you receive a reminder notice regarding the expiration of your paused status. By electing to pause your subscription, you agree and authorize Rollingtrans to charge your account starting at the expiration of your paused account status period.

**\*Tentative: Customer can request suspension/pause for up to six (6) months\***

## **Warranty**

Rollingtrans warrant the Device against defects in materials and workmanship under ordinary consumer use for one (1) year from the date of original retail purchase. During this warranty period, if a defect arises in the Device, and you follow the instructions for returning the Device, we will at our option, to the extent permitted by law, either (i) repair the Device using either new or refurbished parts, (ii) replace the Device with a new or refurbished Device that is equivalent to the Device to be replaced, or (iii) refund to you all or part of the purchase price of the Device. This limited warranty applies, to the extent permitted by law, to any repair, replacement part or replacement device for the remainder of the original warranty period or for ninety days, whichever period is longer. This limited warranty applies only to hardware components of the Device that are not subject to accident, misuse, neglect, fire or damage from other external causes, alteration, repair, or commercial use.

**Limitations. TO THE EXTENT PERMITTED BY LAW, THE WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES, AND WE SPECIFICALLY DISCLAIM ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND AGAINST HIDDEN OR LATENT DEFECTS. IF WE CANNOT LAWFULLY DISCLAIM STATUTORY OR IMPLIED WARRANTIES, THEN TO THE EXTENT PERMITTED BY LAW, ALL SUCH WARRANTIES SHALL BE LIMITED IN DURATION**

**TO THE DURATION OF THIS EXPRESS LIMITED WARRANTY AND TO REPAIR OR REPLACEMENT SERVICE.**

**SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG A STATUTORY OR IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. WE ARE NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR UNDER ANY OTHER LEGAL THEORY. IN SOME JURISDICTIONS THE FOREGOING LIMITATION DOES NOT APPLY TO DEATH OR PERSONAL INJURY CLAIMS, OR ANY STATUTORY LIABILITY FOR INTENTIONAL AND GROSSLY NEGLIGENT ACTS AND/OR OMISSIONS, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU. THIS "LIMITATIONS" SECTION DOES NOT APPLY TO CUSTOMERS IN THE UNITED KINGDOM OR EUROPEAN UNION.**

This limited warranty gives you specific rights. You may have additional rights under applicable law, and this limited warranty does not affect such rights