



Nimbo LLC.
O: 855.91.ALERT (25378)
F: 951.677.9190
sales@nimbolc.com

TERMS AND CONDITIONS

This is an Agreement between the customer ("Subscriber") and NIMBO LLC. ("NIMBO LLC") for a period of time as further defined below.

1. Service. Subscriber may purchase Service from NIMBO or its agent in one of the following plans: NIMBO, which provides Lifetime Theft Recovery Assistance Benefit to the Subscriber as long as the vehicle is owned by the Subscriber and all other terms and conditions are met; NIMBO which provides vehicle tracking to the Subscriber as long as the vehicle is owned by the Subscriber and all other terms and conditions are met; or a GPS Service Plan, which has term of one year and is and is annually renewed, provided all other terms and conditions are met.

2. Availability. Service is available to the Subscriber for the Subscriber's NIMBO Service Plan (a) only within the 48 contiguous United States, Alaska, Hawaii, Canada. (b) If the NIMBO hardware is installed by an authorized dealer or an authorized installer and (c) Service is also limited by the electrical system design and architecture of your vehicle. The NIMBO System will not function if the battery of the vehicle is discharged or disconnected, and it may be inoperative if the vehicle is in an accident where the NIMBO System or the vehicle electrical system components are damaged. (d) Global Positioning capabilities used to deliver Service will not be available if satellite signals are obstructed. (e) Some emergency Services are provided by existing governmental emergency services providers. NIMBO will use reasonable efforts to contact the appropriate emergency services provider and request assistance but cannot promise that they will respond to the call in a timely manner or at all.

3. Activation and Use of Service. Orders for activating, reactivating, changing, transferring or terminating service will be accepted by NIMBO only from Subscriber or Subscriber's authorized agent (referred to as "authorized user"). If required by a specific NIMBO Service Plan, Subscriber agrees to initiate and maintain service with NIMBO. Certain system plans provide "Unlimited Locates": NIMBO at its discretion reserves the rights with respect to the terminology of "Unlimited Locates" to mean "Reasonable Use." The end user is granted reasonable usage for the term of service that was purchased not to exceed reasonable and customary usage. If usage exceeds 100 Mobile Terminated (SMS) messages in a 30-day billing period, NIMBO reserves the right to monitor and investigate the usage and suspend and/or withdraw the service from any individual and/or end user. Subscriber is responsible for ensuring that the Vehicle and NIMBO hardware are properly maintained. Subscriber agrees that Services can be used only by Subscriber or Subscriber's authorized user and only in relation to the vehicle that is equipped with the NIMBO system. Subscriber must provide the name of his authorized user or users at the time of activation or through other direct contact with the Company. NIMBO, at its discretion, may limit the number of authorized users allowed for Subscriber account; however, additional authorized users may be purchased by Subscriber. Additionally, Subscriber agrees not to use the Service for any unlawful or abusive purpose or in such a way as to create or risk damage to NIMBO business, reputation, employees, facilities, third parties or to the public generally and in such cases, Subscriber agrees that NIMBO in its sole discretion may terminate service.

4. Transferability of Service. NIMBO hardware and services may be transferred between Vehicles with authorization from NIMBO and then, only if the following conditions are met: Subscriber agrees to have hardware removed from original vehicle and reinstalled in another vehicle only by an authorized NIMBO dealer or installer; Subscriber agrees to pay all costs due to authorized dealer or installer for transfer of hardware; Subscriber agrees to pay NIMBO or its designated agent a transfer fee, which may be waived at NIMBO's discretion. Upon the sale of Subscriber's NIMBO-equipped vehicle, Subscriber may transfer any remaining term of NIMBO service to a subsequent purchaser of Subscriber's NIMBO-equipped vehicle, provided Subscriber delivers notice to NIMBO and the subsequent purchaser completes and executes a NIMBO Service Plan Agreement and agrees to abide by its terms. Service may not otherwise be sold or



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transferred by Subscriber. Subscriber may be charged a transfer fee and/or be required to upgrade to a higher Service Plan and will not be entitled to a refund if certain services are not available on the vehicle to which service is transferred.

5. Term/Rates/Termination/Declination of Service.

- a. Subscriber is responsible for all hardware charges, installation fees, and Service fees as set forth in this agreement or Subscriber's Vehicle purchase agreement and Service will commence on the Service Activation or Subscription Date. b. Subscriber agrees that the Standard Term for NIMBO services are for the term of his or her ownership of the vehicle and as long as all other terms and conditions are met.
- c. Subscriber agrees that the Standard Term for all GPS Service Plans is 12 months with automatic and perpetual renewal each year on the same payment terms, unless modified or terminated in the manner provided below. NIMBO reserves the right to modify any and all terms including but not limited to rates, GPS Service Plan features and benefits, special promotions and other such programs. Unless otherwise provided, charges for a GPS Service Plan are payable in advance upon execution of this Agreement.
- d. If Service is declined by Subscriber for any reason, or if this Agreement has expired, is terminated or canceled, or if Subscriber's account is past due, NIMBO is not obligated to provide Service to Subscriber, the Vehicle, its purchaser or its occupants. Any voluntary provision of Service by NIMBO in such cases will not be considered a waiver of this provision of such voluntary Service. In the event of a declination of Service, the Vehicle purchaser is not entitled to any refund.
- e. Subscriber or NIMBO may terminate this agreement upon delivery of notice, oral or written, at any time and for any reason. If Subscriber or NIMBO terminates Service prior to completion of the fixed term, Subscriber shall be financially responsible to NIMBO for the amount described in paragraph 5f. Subscriber acknowledges that except as otherwise set forth is not entitled to a fund for the cost of the NIMBO equipment, it's installation or the unused portion of the NIMBO Service. NIMBO reserves the right to provide credits and/or refunds to customers who have purchased an annual GPS Service Plan; however, the provision of such credits or refunds does not constitute the waiving of any right to unused fees.
- f. Subscriber who has purchased a NIMBO Service Plan is required to provide NIMBO with current and up-to-date contact information, including telephone, address and user information, throughout the course of the year. Subscriber will be sent a renewal notice during the year and is required to respond to update and/or confirm contact information. Failure to perform on this requirement by Subscriber may result in suspension of response center and related services.
- g. If Subscriber elects to upgrade from NIMBO Service Plan or selects Service with greater than the Standard Term, Subscriber acknowledges that it may be charged a special lower rate (subject to change as provided in below) in exchange for Subscriber's Agreement to subscribe for a fixed term of longer fixed term than provided as the Standard Term. If Subscriber terminates this Agreement prior to the end of the fixed term or longer fixed term, or NIMBO terminates service to Subscriber prior to the end of the fixed term or longer fixed term or for nonpayment to other default in Subscriber's obligations, Subscriber agrees to pay NIMBO. Such amount shall be paid or retained by NIMBO in the case of a prepayment as Liquidated Damages due to the difficulty of determining the actual damages caused by the early termination of this Agreement.
- h. Except as otherwise provided, NIMBO reserves the right to modify the charges for or scope of services at any time during the term of this Agreement upon 30-day advance notice to Subscriber. Acceptances by NIMBO of advance payments by Subscriber shall not be deemed a waiver of NIMBO's right to modify its charges at any time and shall not relieve Subscriber of its obligation to pay such modified charges. In case of any modification of charges, Subscriber shall have the right to terminate this agreement without payment of any damages, as noted above, by written



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notice delivered to NIMBO within 15 days after such Subscriber is informed of the proposed modification; provided, however, that upon receipt of Subscriber's election to terminate this Agreement, NIMBO shall have 15 days to notify Subscriber of its intent not to modify Subscriber's charges, in which case this Agreement shall remain in full force and effect and binding on Subscriber for the full term at the charges applicable to Subscriber without effect of the proposed modification.

- i. Should Subscriber default in the payment of any sum hereunder, breach any representations herein, fail to perform any of its obligations at the time and in the manner specified in this Agreement or under any other Agreement between NIMBO and Subscriber, or fail to maintain the NIMBO hardware without damage or interference with NIMBO business or call center, or should Subscriber be subject of any proceeding under the Bankruptcy Code or become insolvent, NIMBO shall have the right to discontinue Service at any time without notice and/or terminate this Agreement. In either case, Subscriber shall remain liable for the payment of all charges incurred under this Agreement through the date of termination, which shall be immediately due and payable. Further, Subscriber may be subject to reactivation charges if service is subsequently recommenced. These remedies are not exclusive but are in addition to all remedies provided by law in the event of Subscriber's default. Subscriber will reimburse NIMBO for attorney's fees, costs of investigation or collector and similar expenses incurred by NIMBO in the enforcement of any right or privilege hereunder.

6. Renewals, Extensions, Suspensions, Downgrades and Upgrades.

- a. This Agreement shall continue for the Standard Term of the Service selected, unless otherwise mutually agreed to by Subscriber and NIMBO.
- b. Unless otherwise agreed, Subscriber may upgrade or downgrade to a different Service, renew or extend the term of this Agreement by providing oral or written notice to NIMBO. Subscriber may downgrade Service during the Standard terms (as defined in paragraphs 5b and 5c) but Subscriber is not entitled to a refund. In the case of frequent changes (more than one every three months), an administrative charge may be assessed. In all such cases, Subscriber consents to NIMBO charging any additional fees to Subscriber's credit card, Subscriber's credit card account on file, bank checking account on file or any other account provided to NIMBO for payment of fees.
- c. Where NIMBO's Service Plan services are provided, suspension of Service is not permitted during the Standard Terms, provided Subscriber complies with all requirements outlined herein. Otherwise, Service may be suspended once during a twelve (12) month period, for a time period not to exceed six (6) months. Subscriber may be charged an administrative fee for suspension of service. In such cases, Subscriber consents to NIMBO charging Subscriber's credit card, Subscriber's credit card account on file, bank checking account on file or any other account provided to NIMBO for payment of fees.

7. Billing and Payment of Charges. Subscriber is responsible for payment of all charges for services furnished by emergency or other service providers, including ambulance, medical, hospitalization, police, security or other services. Subscriber is also responsible for payment of all charges for services provided by roadside assistance suppliers, including towing and other assistance, that are over and above those offered in Subscriber's Service at time of request. Subscriber shall be responsible for payment of all charges related to merchandise purchased from NIMBO or, in the event of cancellation of Service, for promotional merchandise received from NIMBO or its agent. Subscriber is responsible for cellular telephone charges relating to emergency services provided by NIMBO on behalf of Subscriber, together with usage charges, if any, for all calls to the NIMBO Center processed with respect to Subscriber's Vehicle. Monthly billing or other usage charges for NIMBO Services selected by Subscriber are calculated from the beginning of the month, with charges prorated (if necessary). If a Subscriber has authorized charges to be made against a credit card account, NIMBO will charge amounts due to the credit card account prior to the due date. No additional notice to, consent, or authorization of Subscriber shall be required for such charge. If Subscriber



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has not authorized charges to be made to a credit card account, or if charges made to the credit card account are not paid, payment must be received on or before the due date. Subscriber agrees that (a) time is of the essence, (b) it would be impractical to fix the exact amount of NIMBO's damages if Subscriber fails to pay promptly, and (c) in the event of such failure, Subscriber shall pay NIMBO one and one half percent (1.5%) per month of any amount not paid when due, which fee shall be paid for every month the amount is unpaid and shall be prorated on a daily basis for each day that payment is overdue, provided such charge is permitted according to any applicable law and further provided such charges will not be compounded monthly. Acceptance by NIMBO of checks or drafts shall not constitute a waiver of NIMBO's right to payment by legal tender, and acceptance of late or partial payments or payments marked Paid in Full or similar notations shall not waive any rights of NIMBO hereunder. Subscriber may, at the option of NIMBO, be charged a returned check fee of \$15.00 for any check returned for insufficient funds. Inquiries about or objections charges must be in writing and must be received by NIMBO from Subscriber no later than the due date; PROVIDED, however, all amounts due NIMBO, including disputed amounts, must be paid to NIMBO on or before the due date. NIMBO will make good faith efforts to resolve disputes in accordance with NIMBO procedure.

8. Sales Taxes, etc. In addition to the costs of services provided under this Agreement, Subscriber shall pay any applicable sales, use, public utility gross receipts of other taxes, interconnect costs, fees or charges imposed on NIMBO as a result of the purchase of NIMBO hardware or providing services to Subscriber. Such taxes will be added to Subscriber's bill when imposed to require by law and any such taxes, fees or charges paid by NIMBO will be reimbursed by Subscriber.

9. Product Warranty and Availability: Any warranty for the Products shall run directly from NIMBO to the customer, and pursuant to the warranty, the customer shall return any defective Products to the Rep. Rep shall promptly contact NIMBO's Service Department upon receipt of any returned product. NIMBO'S LIABILITY ARISING OUT OF THIS AGREEMENT AND/OR SALE OF THE PRODUCTS SHALL BE LIMITED TO THE AMOUNT PAID BY THE REP FOR THE PRODUCT. IN NO EVENT SHALL NIMBO BE LIABLE FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS. IN NO EVENT SHALL NIMBO BE LIABLE TO REP OR ANY OTHER ENTITY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES HOWEVER CAUSED ON ANY THEORY OF LIABILITY AND NOT WITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. UNDER NO CIRCUMSTANCE SHALL NIMBO BE RESPONSIBLE TO REP OR ANY OTHER PARTY FOR ITS FAILURE TO FILL ACCEPTED ORDERS, OR FOR ITS DELAY IN FILING ACCEPTED ORDERS, WHEN SUCH FAILURE OR DELAY IS DUE TO ANY CAUSE BEYOND NIMBO'S REASONABLE CONTROL.

10. Limitation of Liability. NOTWITHSTANDING ANYTHING CONTAINED HEREIN, NONPERFORMANCE HEREUNDER BY NIMBO, ITS SUPPLIERS, AND/OR THE WIRELESS DATA CARRIER SHALL BE EXCUSED IF CAUSED BY ACT OR OMISSION OF A THIRD PARTY SERVICE PROVIDER, EMERGENCY SERVICES PROVIDER, EQUIPMENT FAILURE, ACTS OF GOD, STRIKES, EQUIPMENT OR FACILITY SHORTAGE, OR OTHER CAUSES BEYOND WIRELESS DATA CARRIER'S AND/OR NIMBO'S CONTROL. IN ADDITION THE LIABILITY OF A WIRELESS DATA CARRIER AND/OR NIMBO, ITS SUPPLIERS, FOR ANY MISTAKE, OMISSION, INTERRUPTION, DELAY, ERROR, DEFECT OR OTHER FAILURE IN THE SERVICE FURNISHED SHALL IN NO EVENT EXCEED THE AMOUNT OF THE PRORATED MONTHLY CHARGES TO SUBSCRIBER FOR SAID SERVICE DURING THE PERIOD SO AFFECTED, PROVIDED THAT NO LIABILITY SHALL RESULT FOR OUTAGES OF 24 HOURS OR LESS IN NO EVENT SHALL, ITS NIMBO DEALERS OR THE WIRELESS DATA CARRIER BE LIABLE TO SUBSCRIBER, SUBSCRIBER'S EMPLOYEES, OR SUBSCRIBER'S CUSTOMERS OR ANY THIRD PARTY FOR ANY COST, DELAY OR INCIDENTAL, GENERAL OR CONSEQUENTIAL DAMAGES ARISING FROM THE SERVICES PROVIDED UNDER THIS AGREEMENT. NIMBO SHALL NOT BE LIABLE TO SUBSCRIBER, ITS EMPLOYEES, DEALERS, CUSTOMERS OR ANY THIRD PARTY FOR



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INJURIES TO PERONS OR PROPERTY ARISING FROM SUBSCRIBER'S USE OF THE NIMBO HARDWARE OR THE SERVICE OR THE INSTALLATION, REPAIR OR MAINTENANCE OF THE NIMBO SYSTEM BY OTHER THAN AN AUTHORIZED NIMBO DEALER OR INSTALLER. SUBSCRIBER AGREES TO INDEMNIFY AND HOLD HARMLESS THE WIRELESS DATA CARRIER, NIMBO ITS SUPPLIERS AND DEALERS AND THEIR RESPECTIVE OFFICERS, EMPLOYEES AND AFFILIATES FROM AND AGAINST ANY AND ALL COSTS, EXPENSES, ACTS, ACTIONS OR CLAIMS, ARISING OUT OF OR IN CONNECTION WITH THE ACTIVITIES CONTEMPLATED BY THIS AGREEMENT. WHETHER BROUGHT BY SUBSCRIBER'S EMPLOYEES OR THIRD PARTIES, EVEN IF OCCASIONED BY THE SOLE NEGLIGENCE OF NIMBO, DEALER OR THE WIRELESS DATA CARRIER. IN THE EVENT SUBSCRIBER HAS AUTHORIZED NIMBO TO CHARGE AMOUNTS DUE AGAINST ITS CREDIT CARD ACCOUNT, THE INDEMNIFICATION AND HOLD HARMLESS AGREEMENT CONTAINED IN THIS PARAGRAPH SHALL EXTEND TO CLAIMS EXPENSES, LIABILITIES OR DAMAGES ARISING IN CONNECTION WITH USE OR OWNERSHIP OF THE CREDIT CARD ACCOUNT OR FORM ISSUER'S REFUSAL TO PAY AMOUNTS CHARGED TO SUCH CREDIT CARD ACCOUNT SUSCRIBER FURTHER AGREES TO PAY NIMBO'S, DEALER'S AND/OR THE WIRELESS DATA CARRIER'S REASONABLE ATTORNEYS' FEES AND COSTS (1) ARISING FROM ANY ACTIONS OR CLAIMS FOR WHICH THIS PARAGRAPH PROVIDES THE NIMBO INDEMNIFICATION, OR (2) INCURRED IN CONTESTING THE APPLICABILITY OF THIS PARAGRAPH.

11. Vehicle Tracking and Privacy on your NIMBO System. Subscriber understands and agrees that in conjunction with employee training, quality control and the provision of service NIMBO may monitor and/or electronically record conversations. Subscriber consents to NIMBO using Subscriber information to administer subscription services, offer new products or services, respond to regulatory and legal requirements including credit reporting and fraud prevention, and electronically tracking Subscriber's NIMBO-equipped vehicle in conjunction with providing services or to locate Subscriber's vehicle if Subscriber is in default of this Agreement or any finance or lease Agreement. Subscriber consents to NIMBO providing Subscriber information and location to law enforcement and/or emergency services personnel or in response to a subpoena or other such legal process.

12. User Name and Password. Subscriber acknowledges that he/she accepts full responsibility for the use and protection of the Subscribers NIMBO User Name and Password. Subscriber may change his/her User Name and Password at any time by contacting the NIMBO response center. However, Subscriber accepts full responsibility for all NIMBO services provided in conjunction with the use of the NIMBO User Name and Password by Subscriber or third parties with whom subscriber has made User Name and Password available. These charges may include the full retail value of products or services delivered in the name of the customer, including, but not limited to, such items as roadside assistance, towing, merchandise, reservations or other items.

13. No Agency Created. This Agreement does not in any way create the relationship of principal and agent, joint venture, partner, or employer and employee between NIMBO and Subscriber and under no circumstances shall Subscriber hold itself out to be or in any way be considered an agent of NIMBO. 14. Assignment. NIMBO may assign in whole or in part, its right or duties under this Agreement, without notice to Subscriber, and upon such assignment NIMBO shall be released from all liability hereunder. Subscriber may assign this Agreement only upon the prior written consent of NIMBO Subject to this restriction, this Agreement shall apply to, inure to the benefit of, and be binding upon the heirs, successors, subcontractors, and assignees of the respective parties.

15. Notices. Notices to Subscriber shall be deemed given if deposited in the U.S. mail addressed to the Subscriber's last known address. Notice to NIMBO shall be deemed given when received by NIMBO.



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16. Separability. Should any part or portion of this Agreement be found invalid, the balance of the provisions shall remain unaffected and shall be enforceable.

17. Third Party Beneficiary. Wireless Data Carriers, and NIMBO's suppliers and Dealers are intended to be third party beneficiaries under this Agreement.

18. Governing Law. This Agreement, including all matters relating to the validity, construction, performance and enforcement thereof, shall be governed by the laws of the state of California without regard to its conflicts of laws, promises and applicable federal law, the regulations of the FCC, the laws and regulations of the state where Service is provided, and by any tariff required to be filed by NIMBO pursuant to such state's law. This Agreement is subject to amendment, modification or termination if required by such regulations or laws.

PRIVACY STATEMENT

NIMBO is committed to protecting your privacy and developing technology that gives you the most powerful and safe online experience with our products. This Statement of Privacy applies to the NIMBO and Dealership Tracking Web sites and governs data collection and usage of these sites. By using the NIMBO/Dealership Tracking websites, you consent to the data practices described in this statement.

COLLECTION OF YOUR PERSONAL INFORMATION - NIMBO, Inc. collects personally identifiable information, such as your e-mail, address, name, home or work address or any telephone number information collected for the operation of the service and to maintain quality of the service.

There is also information about your computer hardware and software that is automatically collected by NIMBO, Inc. This information can include: your IP address, browser type, domain names, access times and referring Web site addresses. This information is used by NIMBO, Inc. for the operation of the service, to maintain quality of the service, and to provide general statistics regarding use of the NIMBO Web site.

Please understand that if you directly disclose personally identifiable information or personally sensitive data through NIMBO public message boards, this information may be collected and used by others. Note: NIMBO does not read any of your private online communications.

NIMBO encourages you to review the privacy statements of Web sites you choose to link to from NIMBO so that you can understand how those Web sites collect, use and share your information. NIMBO is not responsible for the privacy statements or other content on Websites outside of the family of NIMBO Web sites.

USE OF YOUR PERSONAL INFORMATION NIMBO collects and uses your personal information to operate the NIMBO Web site and deliver the services you have requested.

NIMBO does not sell, rent or lease its customer lists to third parties. NIMBO may, from time to time, contact you on behalf of external business partners about a particular offering that may be of interest to you. In those cases, your unique personally identifiable information (e-mail, name, address, telephone number) is not transferred to the third party. In addition, NIMBO may share data with trusted partners to help us perform statistical analysis, send you email or postal mail, provide customer support, or arrange for deliveries. All such third parties are prohibited from using your personal information except to provide these services to. NIMBO and they are required to maintain the confidentiality of your information.



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NIMBO does not use or disclose sensitive personal information, such as race, religion, or political affiliations, without your explicit consent.

NIMBO Web sites will disclose your personal information, without notice, only if required to do so by law or in the good faith belief that such action is necessary to: (a) conform to the edicts of the law or comply with legal process served on NIMBO or the site; (b) protect and defend the rights or property of NIMBO; and, Â© act under exigent circumstances to protect the personal safety of users of NIMBO or the public.

USE OF COOKIES The NIMBO Web site use "cookies" to help you personalize your online experience. A cookie is a text file that is placed on your hard disk by a Web page server. Cookies cannot be used to run programs or deliver viruses to your computer. Cookies are uniquely assigned to you, and can only be read by a web server in the domain that issued the cookie to you.

One of the primary purposes of cookies is to provide a convenience feature to save you time. The purpose of a cookie is to tell the Web server that you have returned to a specific page. For example, if you personalize NIMBO pages, or register with NIMBO site or services, a cookie helps NIMBO to recall your specific information on subsequent visits. This simplifies the process of recording your personal information, such as billing addresses, shipping addresses, and so on. When you return to the same NIMBO Web site, the information you previously provided can be retrieved, so you can easily use the NIMBO features that you customized.

You have the ability to accept or decline cookies. Most Web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. If you choose to decline cookies, you may not be able to fully experience the interactive features of the NIMBO services or Web sites you visit.

SECURITY OF YOUR PERSONAL INFORMATION NIMBO secures your personal information from unauthorized access, use or disclosure. NIMBO secures the personally identifiable information you provide on computer servers in a controlled, secure environment, protected from unauthorized access, use or disclosure. When personal information (such as a credit card number) is transmitted to other Web sites, it is protected through the use of encryption, such as the Secure Socket Layer (SSL) protocol.

CHANGES TO THIS STATEMENT NIMBO will occasionally update this Statement of Privacy to reflect company and customer feedback. NIMBO encourages you to periodically review this Statement to be informed of how NIMBO is protecting your information.

Purchaser's Signature: _____ Date: _____

Sales Representative: _____ Date: _____

Please provide Purchaser with a copy of this document