

USER AGREEMENT

This user User Agreement, the services application to which it relates, and such schedules and/or exhibits as might be mentioned in this user User Agreement, form an agreement between the user of Metr's equipment and services (hereafter "You" or "User") and Metr, Inc., a Nevada corporation ("Metr").

PLEASE READ THIS USER AGREEMENT CAREFULLY BEFORE COMPLETING THE SERVICES APPLICATION (AS DEFINED BELOW) AND/OR USING ANY OF THE SERVICES DESCRIBED IN THIS USER AGREEMENT. BY COMPLETING AND SUBMITTING THE SERVICES APPLICATION TO METR IN THE MANNER DESCRIBED HEREIN, AND BY USING THOSE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS USER AGREEMENT AND THAT YOU AGREE TO BE BOUND BY ITS PROVISIONS. IF YOU DO NOT AGREE TO BE BOUND BY THE PROVISIONS OF THIS USER AGREEMENT, PROMPTLY EXIT THIS PAGE WITHOUT COMPETING AND SUBMITTING THE SERVICES APPLICATION AND/OR USING ANY OF THE SERVICES TO WHICH THIS USER AGREEMENT RELATES.

I. DEFINITIONS.

1. "Designated Service Area" means the country or countries that you intend to use the phone in as designated on the Services Application.
2. "End Date" means the date for scheduled termination of the Services entered in the Services Application.
2. "Equipment" means the mobile telephone(s) and/or sim card(s), together with accompanying accessories, including any batteries and chargers.
3. "Metr Website" means the website found at <http://www.metr.com>.
4. "Services" means the rental of the Equipment and related wireless communications and other services provided by Metr.
5. "Services Application" means the application for the Services made available on the Metr Website, as amended by Metr in its sole discretion from time to time.
6. "Services Period" means the period beginning with the Start Date and ending with the End Date.
8. "Services Fee" means the charges for Services that includes the usage of the cellular phone provided to the User by Metr for the designated period, but does not include any other charges.

9. “Services Application” means the application for services published on the Metr Website which is required to be

10. “Start Date” means the start date for the Services entered on the Application.

11. “User Agreement” means this User Agreement and any schedules of rates or prices mentioned in this User Agreement that may be published on the Metr Website from time to time, together with the Services Application, all of which are incorporated by reference herein.

II. TERMS AND CONDITIONS

1. Acceptance; Limited Right of Use. Upon Your successful completion and submission of the Services Application to Metr and Metr’s acceptance of your order for the Services contained therein, You will have the limited right to use the Services for the Services Period subject to the provisions of this User Agreement set forth herein.

2. Domestic Calling; Rates. The domestic calling rates charged by Mer may vary depending on the Designated Services Area and may be amended from time to time, within Metr’s sole discretion. A schedule of rates for each geographical service area in which Metr provides the Services, including, but not limited to, Designated Service Area, is published on the Metr Website. Calls are billed in accordance with the policies of Metr’s cellular network provider in the Designated Service Area, with partial minutes rounded up in accordance with that provider’s billing policies. Domestic calls shall also be subject to all applicable federal, state, or local taxes and will be charged to You in addition to any per minute charges in accordance with Metr’s cellular network provider’s policies. A link to Metr’s cellular network provider’s billing policies contained on the provider’s web site is published on the Metr Website.

3. International Calling; Rates. The Equipment will not be enabled to make direct dial international calls, but You will still be able to make international calls using Metr’s international calling services *via* a local calling number in the Designated Service Area assigned to you during the Services Period, which will be provided by e-mail to Your e-mail address stated in the Services Application, or delivered together with the Equipment before the Start Date. You will be required to pay services fees for use of Metr’s international calling services in accordance with a schedule of international calling rates published on the Metr Website. Such services will charged a separate fee in addition to, and exclusive of, local calling charges discussed set forth in Paragraph 2 of this User Agreement, above. In addition, all calls using Metr’s international calling services will be subject to applicable federal, state, and local taxes, which will be included in your bill from Metr. Calls made through Metr’s international calling service using the local number in the Designated Service Area are charged from the time that You connect to the international calling service until approximately the time You or the party you are connected to disconnects from the line. Calls will be billed in full minute increments with partial minutes rounded to the next full minute.

4. Roaming. Higher charges shall apply to domestic roaming services in the event the Equipment is used to make calls in roaming mode. International roaming services are not offered by Metr and the Equipment will not be enabled to use international roaming services. Domestic roaming services are charged at the per minute rate set forth in the domestic roaming rate schedule published on Metr's web site.

5. Email and Internet Charges. The Equipment assigned to the User for the purpose of providing the Services may be capable of receiving Email, accessing the Internet, and/or sending or receiving SMS messages. Email, Internet, and SMS messaging will be charged in accordance with the policies of Metr's cellular network provider in the Designated Service Area. If User accesses any of these services User shall be charged in accordance with the rates published on the Metr Website. All charges for such services shall be exclusive of any applicable domestic roaming charges.

6. Services Availability. Your use of the Services is subject to approval at our sole discretion. Metr reserves the right to cancel or terminate Your use of the Services at any time for any reason, including, but not limited to, actual or suspected in fraudulent calling patterns, excessive usage, payment irregularities and/or unlawful use. In the event User's credit card has been determined by Metr to be invalid or payment on that credit card has been declined by the issuer at the time a charge is attempted, User will not be able to use the Service until the account has been paid in full.

7. Charges. Your use of the Services shall be subject to all applicable Services Fees described in this User Agreement, including but not limited to, international long distance calling fees, local calling fees in the Designated Service Area, roaming fees, email, internet, SMS, data, directory assistance, sales taxes, or other fees.

8. Services Fee. The Services Fees include rental of the Equipment for the period designated in the Services Application, beginning on the Start Date and ending five calendar days after the End Date.

9. Billing and Payment.

(a) All charges and fees required to be paid by the User in exchange for the Services under the provisions of this User Agreement will automatically be posted to the credit card account provided by the User in the completed Services Application submitted to Metr. No additional notice or consent from the User will be required for charging the User's credit card account.

(b) You are required to maintain a minimum positive credit balance on User's account with Metr in the amount of \$20.00. That amount shall be applied toward payment for the Services on an ongoing basis at the rates published on the Metr Website and/or set forth in this User Agreement. Once Your account with Metr has fallen to \$5.00 or less due to Your ongoing use of the Services, it will be automatically recharged back up to the \$20.00 level by charging to the credit card account specified in the Services

Application. The amount of any unused credit remaining upon expiration of the Services Period shall be credited to the credit card account specified in the Services Application upon User's timely return of the Equipment, in undamaged condition, in accordance with the provisions of this User Agreement.

(c) You are required to provide to Metr, as security for payment for all charges due under this User Agreement and/or for any loss of or damage to the Equipment, a preauthorization from Your credit card account specified in the Services Application. An additional preauthorization amount shall be required for each additional phone ordered. The amount of the authorization shall be equal to the purchase price of the Equipment at the prices published on the Metr Website. User agrees that Metr is authorized to deduct from the preauthorization discussed above all monies due and payable under this User Agreement in the event the credit card is declined during or after the usage period. You hereby irrevocably authorize Metr to lodge the preauthorization required under the provisions of this Paragraph 9(c) with the credit card issuer specified in the Services Application, and to use that preauthorization to make charges to your credit card account as permitted in this User Agreement, including, but not limited to, in the event You fail to timely return the Equipment after the End Date, or to cover the cost of any damage or loss to the Equipment. In addition, any past due payments which remain unpaid for a period of fourteen (14) calendar days from the date that payment becomes due, shall be subject to a late payment penalty in the amount of 1.5% per month on the unpaid balance.

10. User's Acknowledgements. User understands and agrees that:

(a) The Equipment is the property of Metr and the provisions of this User Agreement do not grant User any interest whatsoever in the Equipment other than the limited right to use the Equipment during the Services Period in accordance with the provisions hereof.

(b) User is required to maintain the equipment free from any damage or loss and shall be strictly liable to Metr for any damage or loss caused to or by the Equipment for any reason whatsoever.

(c) The Equipment is intended to operate in the Designated Service Area only to the extent permitted by the mobile telephone network of Metr's cellular network provider to which it is linked or has access.

(d) User is responsible for the payment for all charges due Metr for use of the Equipment during the Services Period, even in the event someone other than User has used the Equipment to incur such charges.

(e) User is not permitted to make any alterations or changes to the Equipment (including all software and hardware comprising the Equipment, and all security settings) other than as permitted in connection with User's ordinary use of the Services in accordance with the provisions hereof. In no event shall the user modify any security settings on the Equipment to permit any cellular telephone to function on networks

other than the network of Metr's cellular network provider in the Designated Services Area. User shall be liable for any costs required to restore the Equipment to its original form or configuration in the event User has made unauthorized alterations or changes thereto.

11. Equipment Failure. In the event Equipment malfunctions and/or becomes inoperable during the Services Period other than through the fault of User, User shall return the Equipment to Metr and Metr, upon confirming the malfunction, shall repair or replace the Equipment for the remainder of the Services Period. Such repair or replacement shall be at Metr's sole cost and expense, provided that the malfunction of or damage to the Equipment is determined by Metr to have been caused by User. In the event of Equipment malfunction or failure, User shall not attempt to repair or tamper with the Equipment in any way whatsoever.

12. Loss of Equipment; Replacement. In the event User loses or damages the Equipment, the User's liability for the Equipment loss or damage shall be limited to the amount specified in a schedule of Equipment prices published on the Metr Website.

13. Delivery and Return of the Equipment. The Equipment will be delivered to You by standard or express mail service at least three days prior to the Start Date. The Equipment must be returned to Metr by use of the self-addressed, pre-paid return packaging provided with the Equipment at the time of delivery. The equipment must be placed in the mail within five (5) days from the End Date. Your failure to place the Equipment in the mail for return to Metr within five (5) calendar days from the End Date will be deemed an election to purchase and keep the Equipment. In such event you will be charged the full price of the Equipment in accordance with the schedule of Equipment prices published on Metr's web site. In the event the Equipment is placed in the mail after five calendar days but within thirty (30) calendar days from the End Date, Your credit card will be refunded the previously charged price of the Equipment, less a fifteen percent (15%) restocking fee.

14. Disputed Charges. All amounts due under the provisions of this User Agreement, including disputed amounts, must be paid by the due date regardless of the status of any objection or dispute between the User and Metr with respect to the same. Disputed amounts may be addressed in the following ways: (1) by contacting Metr's customer service in the manner directed on the Metr Website; or (2) in writing by email to Metr's customer service at the email address published on the Metr Website. All claims of dispute with respect to the charges must be received within (60) calendar days after the date of billing. If the requirements set forth above have not been met, User will be deemed to have deemed any objections to the disputed charges and will have no claim against Metr therefor.

15. Termination of the Services Upon Default. In the event: (a) Metr's attempts to charge the credit card account specified by User in the Services Application in accordance with the provisions of this User Agreement is declined by the credit provider and User fails, within forty eight (48) hours, to either resolve the issue or specify an

alternative credit card account; (b) Fails to pay any amount owed to Metr within 30 days after the date of invoice; (b) breaches any representations made to Metr; and/or (c) fails to perform any of the covenants or promises made in this User Agreement, Metr may, without notice to User, suspend the Services and/or terminate this User Agreement.

16. Cancellation of Service. Cancellations that are received more than five (5) days prior to the Start Date will be subject to a twenty dollar (\$20.00) processing fee. Cancellations can not be made less than five (5) calendar days prior to the Start Date and User will be responsible for all charges.

17. Unauthorized Use of the Equipment. In the event Equipment has been stolen or User becomes aware of any unauthorized use of the Services, User must notify Metr immediately in the manner provided in this User Agreement and Metr will suspend the Services with respect to such stolen Equipment. User will be responsible for the replacement cost of the stolen Equipment, and for all calls and other charges incurred using the Equipment until Services have been suspended.

18. Amendments to This User Agreement. Metr may amend the provisions of this User Agreement at any time, within its sole discretion. User will be notified by email of such amendments. In the event User does not agree to any amendment, User may terminate the User Agreement immediately and will not be charged any early cancellation fee. User's use of the Services after being notified of any amendment will be deemed an agreement to that amendment. All billing changes will be in effect by User's next billing cycle.

19. Limitation of Liability. IN NO EVENT SHALL METR BE LIABLE TO USER OR TO ANY THIRD PARTY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF GOODWILL OR BUSINESS REPUTATION, BUSINESS INTERRUPTION, LOSS OF DATA, OR LOSS OF BUSINESS INFORMATION) ARISING OUT OF OR CONNECTED IN ANY WAY WITH THIS USER AGREEMENT OR THE SERVICES, OR FOR ANY CLAIM BY ANY THIRD PARTY, EVEN IF METR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF METR TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) SHALL NOT EXCEED THE TOTAL FEES PAID BY YOU TO METR DURING THE PERIOD OF THE EVENT OR OCCURRENCE CAUSING LIABILITY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, METR WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR: (A) ACTS OR OMISSIONS OF ANOTHER SERVICE PROVIDER, FOR INFORMATION PROVIDED THROUGH THE EQUIPMENT, EQUIPMENT FAILURE OR MODIFICATION, OR CAUSES BEYOND METR'S REASONABLE CONTROL; (B) SERVICES OUTAGES NOR FOR SERVICE LIMITATIONS OR INTERRUPTIONS; (C) ANY ACCIDENTS OR INCIDENTS WHICH RESULT FROM THE USE OF SERVICES BY USER OR ANY OTHER

PERSON. THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS USER AGREEMENT.

20. DISCLAIMER OF WARRANTY. THE SERVICES ARE PROVIDED ON AN AS-IS BASIS, WITH ALL FAULTS, AND WITHOUT WARRANTY OF ANY KIND. METR EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. METR DOES NOT WARRANT THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. METR DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING THE USE OR THE RESULTS OF THE USE OF THE SERVICES IN TERMS OF THEIR QUALITY, RELIABILITY, APPROPRIATENESS FOR A PARTICULAR TASK OR APPLICATION, OR OTHERWISE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY METR OR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY. YOU ARE ENTIRELY RESPONSIBLE FOR AND ASSUME ALL RISK FOR USE OF THE SERVICES. YOU SHOULD NOT USE THE SERVICES IN HIGH-RISK OCCURRENCES OR ACTIVITIES WHERE SUBSTANTIAL INJURIES OR PROPERTY DAMAGE COULD RESULT IF THE SERVICES WERE INTERRUPTED OR AN ERROR OCCURRED, INCLUDING, BUT NOT LIMITED TO, USE OF THE SERVICES TO OBTAIN EMERGENCY "911" ASSISTANCE. METR DOES NOT WARRANT OR REPRESENT THAT ITS SECURITY PROCEDURES WILL PREVENT THE LOSS OF OR IMPROPER ACCESS TO YOUR DATA. METR IS NOT RESPONSIBLE FOR TRANSMISSION ERRORS OR CORRUPTION OR SECURITY OF INFORMATION CARRIED OVER TELECOMMUNICATION LINES. THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS USER AGREEMENT.

121. UNCENSORED INFORMATION: YOU UNDERSTAND THAT CONTENT AND MATERIALS ON THE INTERNET ARE CREATED AND MAINTAINED BY THIRD PARTIES AND THAT PORTIONS OF SUCH MATERIALS MAY BE SEXUALLY EXPLICIT, OBSCENE, OFFENSIVE, OR ILLEGAL. IN NO EVENT SHALL METR BE LIABLE TO ANY PERSON OR ENTITY, EITHER DIRECTLY OR INDIRECTLY, WITH RESPECT TO ANY MATERIALS FROM THIRD PARTIES ACCESSED THROUGH USE OF THE SERVICES. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SERVICES, AND OF THE INTERNET GENERALLY.

22. Privacy Policy. Metr shall maintain the privacy of your confidential information provided to Metr in accordance with the privacy policy published on the Metr Website. Metr reserves the right to provide Your billing and call records and related information under if ordered to do so by a court of competent jurisdiction or authorized government agency.

23. Assignment. Metr shall have the right to assign all or part of this User Agreement to any entity that controls, or is controlled by, Metr, without notice to you. User may not assign this User Agreement without Metr's prior written approval, which may be withheld for any reason, within Metr's sole discretion.

24. Force Mejeure. Neither party shall be liable to the other for failure or delay in the performance of a required obligation under this User Agreement (other than a payment obligation) if such failure or delay is caused by strike, riot, fire, flood, earthquake, natural disaster, acts of terrorism or other similar cause beyond such party's reasonable control, provided that such party gives prompt written notice of such condition and resumes its performance as soon as possible, and provided further that the other party may terminate this User Agreement if such condition continues for a period of one hundred eighty (180) days.

25. Governing Laws. This User Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California, USA.

26. Venue. Any claim or dispute arising under or relating to the interpretation and enforcement of this User Agreement must be submitted to any state or federal court of competent jurisdiction located in San Francisco County, California, USA.

27. Entire Agreement. This User Agreement represents the entire agreement between the User and Metr with respect to the matters set forth herein and supersedes all prior offers, agreements, and/or representations. This User Agreement supersedes all promises made to you by Metr's employees or its authorized agents or representatives.

28. Invalidity. In the event any provision of this User Agreement is deemed to be invalid or unenforceable by a court of competent jurisdiction, that provision shall be stricken from this User Agreement, and the remaining provisions hereof shall remain in full force and effect.