



Phoenix Mobile Air, Inc.

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ONLINE ORDERING SYSTEM AGREEMENT

This is an agreement between PHOENIX MOBILE AIR, INC. (“we”) and its customer (“Customer” or “you”)

PHOENIX MOBILE AIR, INC. is a supplier of mobile air conditioning parts and components and the Customer is currently or desires to become a purchaser of these parts from PHOENIX MOBILE AIR, INC.

PHOENIX MOBILE AIR, INC. has established an online ordering system that will allow the Customer and its authorized users to order parts from PHOENIX MOBILE AIR, INC. online.

PHOENIX MOBILE AIR, INC. Customer’s Account Name (business name): _____

The Customer’s legal entity is partnership, corporation, or other (please specify): _____

Customer must register with PHOENIX MOBILE AIR, INC. with the name of their Company and other required information for online ordering. In PHOENIX MOBILE AIR, INC. website, all authorized users of the Customer will register individually and be approved by Customer. This form must be executed by the Customer before any users can be authorized

The combination of Customer’s authorized user’s **email address and minimum 8-characters password** (the “credentials”) will grant that employee access to the online ordering system. After registration, the user’s email address and Company Name cannot be changed.

When an individual registration is received naming Customer, PHOENIX MOBILE AIR, INC. will contact Customer at the Customer contact email address below to verify that the individual is an authorized user of the Customer account. After verification, notifications will be sent to the Customer contact email address, the authorized user’s email address, and PHOENIX MOBILE AIR, INC. Administration notifying that the new registration is approved and the authorized user’s login is active. **No password is sent to anyone during registration process.** The authorized user’s credentials will remain active and assigned to Customer until PHOENIX MOBILE AIR, INC. is notified in writing by Customer to deactivate the credentials

Customers can

- Update Profile Details, Change Password for their individual account from My Account section.
- Manage their different Shipping Addresses from Address book section and choose any one of that Shipping Address while Placing an Online Order.
- View details of Orders placed from their individual account from My Orders section.
- Purchase different products from the online ordering system.

- Get notified about purchases made for their individual account using the online ordering system.

Order Confirmation or Rejection: Every time a transaction/online order is placed, Order Details confirmation will be sent to the authorized user and to the Customer contact email address. If the Customer wishes to dispute and reject an order placed by its authorized user, Customer must notify PHOENIX MOBILE AIR, INC. within one business day of the Order Details confirmation that the order is disputed. Failure by the Customer to timely dispute an order indicates the Customer's acceptance of and responsibility for the order.

The **Customer** agrees that it is responsible for payment of any online orders placed by their authorized users and guarantees such payment, and other amounts as described herein, for any transactions made using the credentials of its authorized users.

The Customer is responsible for all credit transactions under the Customer's account, and is responsible for abiding by the credit card terms and conditions outlined below:

1. Credit Card Authorization Form

- If you are a customer that pays by Credit Card you must sign a credit card authorization form.
- PHOENIX MOBILE AIR, INC. only accepts Visa and MasterCard.

2. Warranty and Product Return Policy

- You must acknowledge that you have read and accept the PHOENIX MOBILE AIR, INC. Warranty and Product Return Policy (<https://www.phoenixmobileair.com/warrantypolicy>).

3. Currency

- All transactions will be conducted in US Dollars.

4. Shipping

- Various Shipping methods are available. UPS and Motor Freight are most commonly used.
- Please specify in Order Notes full details of shipping method you prefer when you place an online order.

5. Products

- You are familiar with the type of products included on the PHOENIX MOBILE AIR, INC. website.
- Please ensure the parts you ordered are the correct parts you required.

6. Contact Person

- You will be informed of the contact person at PHOENIX MOBILE AIR, INC. that will handle your account.

7. Authorization

By entering your credit card information

- You are stating that you are an authorized user of the credit card and that the associated information entered (account holder name, account number, billing address, type of credit card, expiration date, CVV2 code, shipping address, etc.) is accurate.
- You authorize PHOENIX MOBILE AIR, INC. to charge the amount you have requested to your credit card.

8. Charges

- For each transaction, in addition to the charge you have authorized, your credit card issuer and network may assess their customary transaction or handling charge, if any.
- If a charge is declined or reversed by the credit card issuer or network, you agree to pay us a service fee and to reimburse us for all reasonable costs of collection. Your credit card issuer may also assess its customary charge for such transactions.

- Sales Tax is applicable where it is required by law which is subject to change time to time.

9. Dishonored Requests for Payments

- If your credit card issuer or network does not honor an online payment transaction, then we have the right to charge the amount of any such transaction to your account or to collect the amount from you.
- If your credit card issuer or network does not honor an online payment transaction, we may terminate any or all services or orders, and we may cancel your right to participate in the online payment program.

10. Confirmation of Payment

- By placing an Order, you are consenting to receive a one-time confirmation of this payment electronically to the authorized user and to the Customer's Customer contact email address.

11. Violation of the Terms and Agreements

- In the case that PHOENIX MOBILE AIR, INC. is forced to incur fees in order to collect on your account or dispute chargebacks, you agree to reimburse PHOENIX MOBILE AIR, INC. for all reasonable costs of collection.

12. Termination of Account

- We reserve the right to terminate the Customer account and the accounts of any authorized users at any time at our sole discretion. We will terminate the Customer account or the account of any authorized user when notified in writing by the Customer, without prejudice to any amounts owed under this agreement.

Privacy Policy:

1. Our Commitment to you

- PHOENIX MOBILE AIR, INC. will safeguard the confidentiality and security of the information we obtain from you. This notice describes our privacy policy as it relates to the collection, protection and disclosure of such information resulting from credit card transaction only.

2. Collection of Information

- PHOENIX MOBILE AIR, INC. will collect and use information obtained from credit card transactions only for business purposes. These business purposes include the payment of purchases posted and outstanding balances.

3. Protecting your Credit Card Information

- If we store Credit Card information, we will do it as per PCI security standards in encrypted format.
- The credit card information provided by you to PHOENIX MOBILE AIR, INC. will be stored in a confidential manner.
- Our employees may access such information only when there is an appropriate business reason to do so, such as when a refund must be issued back to the credit card. We maintain physical, electronic and procedural safeguards to protect your information, and our employees are required to follow these privacy standards.

4. Disclosure of your Information

- PHOENIX MOBILE AIR, INC. does not disclose any nonpublic information (such as credit card number and their expiration dates) about our customers or former customers to anyone, except as required or permitted by law. We disclose information only when it is necessary for the conduct of State or Federal government business, or under circumstances where disclosure is required by law. Information may also be disclosed for audit purposes, to regulatory agencies or for other general administrative services. We do not disclose information about you to other entities who may want to sell their products to you.

- We store passwords in our database using latest encryption techniques. The safety and security of your information also depends on you. Where you have chosen a password for access to certain parts of our website, you are responsible for keeping this password confidential. We ask you not to share your password with anyone.

5. Transaction Security

- PHOENIX MOBILE AIR, INC. website uses Secure Socket Layer (SSL) protocol to ensure transaction security and communications (e.g. credit card numbers) between your browser and this website web servers are private and secure. PHOENIX MOBILE AIR, INC. will provide copies of the transaction record in an electronic format, but does not accept credit card numbers via e-mail for security reasons.

Customer (business) Name: _____

Name and title of Customer's authorized agent (print): _____

Signature of Customer's authorized agent: _____

Customer contact email address: _____

Date: _____

Please scan to e-mail or mail this document after completion to PHOENIX MOBILE AIR, INC. for your account to be processed in the PHOENIX MOBILE AIR, INC. online ordering system.