

TERMS AND CONDITIONS

TRACKER INTERACTIVE DEVICE APP



TRACKER Interactive Device App

DEFINITIONS

“**App**”: means such small, specialised programme as may be made available by TRACKER to be downloaded to a mobile device from time to time”;

“**Intellectual Property Rights**”: all copyright, database rights, trademarks, trade names, design rights, patents, confidential information, know-how and all other rights in logos and any other form of intellectual property rights and rights substantially similar or comparable to any such rights, in each case either registered or unregistered anywhere in the world, together in each case with all applications for any of these;

“**Law**”: all laws, rules, regulations and policies applicable to the use or functioning of the App, including without limitation any data protection and privacy laws, rules, regulations and policies applicable from time to time;

“**TRACKER**”: TRACKER Network (UK) Limited;

“**You**”, “**Your**”: you as a retail end user customer of TRACKER.

APPLICATION OF TERMS

These terms and conditions will apply immediately and automatically to You when you first download or use an App (the “App”) on any interactive electronic device, and accordingly, by downloading or using any such (“the”) App, You will be deemed to have read and agreed to these terms and conditions.

To avoid doubt, these terms and conditions apply to your relationship with TRACKER in addition to TRACKER’s Retail Terms and Conditions and Privacy Policy, which are both available on TRACKER’s website. If there is any inconsistency between these terms and conditions and either TRACKER’s Retail Terms and Conditions or TRACKER’s Privacy Policy, TRACKER’s Retail Terms and Conditions or Privacy Policy (as applicable) will prevail to the extent of the inconsistency.

Headings used in these terms and conditions are for convenience only, and do not affect the construction of any term herein.

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TRACKER Interactive Device App

SCOPE OF USE

The App is provided to You on an “as is” basis for Your own personal, non-transferable use during any active subscription period, subject at all times to these terms and conditions. You are not permitted at any time to copy, modify or attempt to copy or modify the App in whole or part, or to translate the App into any other language.

TRACKER will provide You with information via the App regarding the status of Your TRACKER system and may ask You to contact TRACKER in connection with its operation or functionality. In such event, it will be Your sole responsibility to contact TRACKER, and TRACKER will accept no responsibility to any extent on any basis for any failure or lack of functionality of Your TRACKER system if You do not comply with TRACKER's request.

It will be Your responsibility to provide TRACKER with Your up to date contact details, so that TRACKER can contact you in connection with Your TRACKER subscription in accordance with TRACKER's Retail Terms and Conditions. Without prejudice to TRACKER's disclaiming of liability otherwise under these terms and conditions, TRACKER will not be responsible on any basis for any failure to contact You if Your contact details as supplied to TRACKER are not up to date.

SECURITY

It is Your responsibility to ensure security of and secure access to the App at all times. Accordingly, You are not permitted to remove software restrictions and/or limitations set, suggested or required by your mobile device's operating system, as any such removal could compromise Your mobile phone's security features and/or render Your mobile phone vulnerable to malware, worms, Trojan horses, viruses or other forms of malicious code or programs, which could well impact the functionality or usability of the App.

TRACKER Interactive Device App

DISCLAIMERS

The data supplied to You via the App is provided by TRACKER for information purposes only. TRACKER fully disclaims any responsibility to You or any other person on any basis for the accuracy of any data provided via the App. Certain functions of the App necessitate that the App has a live and active internet connection, enabled via WiFi or Your mobile phone network provider. TRACKER disclaims any responsibility on any basis for any lack of functionality in the absence for any reason whatever of a full active internet connection (including without limitation by reason of You having used up all Your data allowance).

While TRACKER takes all reasonable care to ensure that the App's functions are updated and correct at all times, TRACKER relies on third parties to provide a range of information to TRACKER so that TRACKER can make it available to You via the App. All third party information provided on or via the App is provided to You without acceptance by TRACKER of any responsibility or liability to You or anyone else, direct or indirect, to any extent on any basis, and You accept and agree to use all such functionality and information on an "as is" basis. Without prejudice to the generality of the foregoing and solely by way of example, if the App informs You that You are at any time located in a low crime area, that notification should not be construed or interpreted by You as an assurance of an absolute or relative unlikelihood that You will be a victim of criminal activity in that location or area.

You will be responsible at all time for ensuring that all functionality included from time to time by TRACKER in the App, including without limitation and as applicable route map and/or satnav information or functionality, is used appropriately and safely, and in accordance with any third party requirements TRACKER may notify You of (including by way of posting such notice on TRACKER's website).

NETWORK PROVIDERS

If the App is being used outside a WiFi area, Your terms of agreement with your mobile phone network provider will apply. These terms may involve You being charged by Your network provider for data use throughout any period during which You access and use the App. Other third party charges may additionally apply as determined by Your network providers terms of business. Your use of the App constitutes and will be deemed by TRACKER to constitute acceptance by You of full responsibility for any and all such charges, including without limitation data roaming charges if applicable outside Your home country or other applicable jurisdiction. If You are not the recipient of such charges for the mobile device(s), please be aware that TRACKER assumes without exception, and You are deemed to have agreed, that You have consent from the charges recipient to use the App in the manner and locations in which You are using the App.



TRACKER Interactive Device App

INTELLECTUAL PROPERTY

The App, and all Intellectual Property Rights in, attaching or related to the App, vest fully in and belong to TRACKER. You are not permitted at any time to copy or modify any Intellectual Property Rights of TRACKER (including without limitation any trademarks, trade names or logos of TRACKER) in, attaching to or referencing the App, or to extract or reproduce the source code of the App in whole or part, or to make any derivative version of the App.

DATA USE

The App stores and processes personal data (as defined in the Law), including without limitation by way of using location information stored in and provided by your mobile telephone or other device. In doing so, TRACKER is acting as data controller of such information, and by using or downloading the App You consent, and are deemed to have consented, to Your information being stored and processed by TRACKER for the purposes contemplated in these terms and conditions and our Privacy Policy and in accordance applicable data protection laws.

MARKETING

In accordance with TRACKER's Privacy Policy, TRACKER may from time to time inform You, via the App, of products, services and additional benefits which may be of interest to You. Subject at all times to and in accordance with the Privacy Policy; when you download the App, we will request your consent to receive marketing communications. We may also utilise the services of other companies and individuals to perform marketing and customer services on our behalf. They will in all cases be acting as data processor for TRACKER and will have access to personal information needed to perform their functions, but they will not be entitled to use it for other purposes. They will be required at all times to process subscriber personal information in accordance with TRACKER's terms, the Privacy Policy and applicable data protection laws.

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CHANGES

TRACKER reserves the right at any time and for any reason to make changes to the App, and to these terms and conditions, from time to time, including without limitation by way of varying the App's functionality and/or introducing charges for use of the App. No charges will apply without TRACKER having made very clear to You in advance what charges will apply, when and on what basis. It is Your responsibility to review and keep up to date with any changes TRACKER may make to these terms and conditions, and You will be deemed to have been notified by TRACKER of changes to these terms and conditions by virtue of them having been uploaded to TRACKER's website.

OPERATING SYSTEMS

The App is currently available on Android and iOS operating systems. Requirements for all operating systems on which the App is available from time to time may vary or alter, and it may accordingly be necessary for You to download updates in order to maintain functionality and utility of the App. TRACKER does not warrant, represent or promise to You that the App will always be updated to be relevant to You and/or that the App will always operate consistently with the version of the operating system then operating on your mobile device, but You promise at all times promptly to accept and load updates to the App when offered to You by TRACKER.

TERMINATION

TRACKER may wish for any or no reason at any time to cease providing the App, and accordingly may terminate use of it by You at any time without notice. Forthwith on termination, unless TRACKER specifies otherwise in any applicable notice of termination, all rights and licences granted to You under these terms and conditions will cease, You will be required to cease using the App and, if required to do so by TRACKER, You will delete it from your mobile device.

- **TRACKER Interactive Device App**

TRACKER POLICIES

Please see below links to TRACKER's Privacy Policy and Retail Terms and Conditions, both of which will apply to any use You make of the App. In the event of any inconsistency between these terms and TRACKER's Privacy Policy and/or Retail Terms and Conditions, the Privacy Policy or Retail Terms and Conditions (as applicable) will prevail (and the Privacy Policy will prevail over the Retail Terms).

TRACKER's Privacy Policy: https://www.tracker.co.uk/Tracker/media/Content/Footer/Tracker-Privacy-Policy_May2018.pdf

TRACKER's Retail Terms and Conditions: http://www.tracker.co.uk/Tracker/media/Content/Footer/SVR-RetailSub_T-Cs-A5_Bro_May2018_WEB.pdf



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