Corporate SVR Subscription

TERMS OF BUSINESS

TRACKER NETWORK (UK) LIMITED

TRACKER™

TRACKER Corporate SVR Subscription Terms of Business

1. DEFINITIONS

1.1 In these Terms, expressions used herein shall be as defined overleaf or otherwise as defined below:

"Affiliate": a company which is a subsidiary or holding company of TRACKER from time to time, or any other company which is a direct or indirect holding company or subsidiary of any such holding company or subsidiary.

"Agreement": the agreement between TRACKER and Subscriber, constituted by and subject to these Terms and a Form.

"Approved Technician": a technician approved by TRACKER to install and maintain Equipment (including without limitation and in TRACKER's sole discretion employees of TRACKER and third party installers acting for this purpose as TRACKER's agent).

"Commencement Date": has the meaning set out in Clause 10.1.

"Equipment": the hardware and other equipment supplied by TRACKER and installed in a Vehicle by an Approved Technician, including without limitation back-up batteries as applicable and together in each case with any tags or other ancillaries provided by TRACKER which may be used together or in conjunction with such Equipment. Equipment shall be deemed to include SIM cards.

"Form": collectively such form, email, notice, welcome letter, welcome pack or other record (in each case in such form, material or otherwise) as TRACKER agrees with or issues to Subscriber (including by way of providing same on the Website) prior to or during Registration, which confirms (subject to Clause 4.12 of these Terms) the Equipment and SVR Services to be provided to Subscriber.

"Installation Date": has the meaning set out in Clause 5.1.

"Network": the radio communications network and/or GPS/GSM network in the Territory operable in conjunction with the Equipment.

"Police": any Chief Constable, Commissioner of Police, Police Force, Police Authority, or equivalent in the relevant country or county, or any of their respective servants or local law enforcement officers.

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“Privacy Policy”: TRACKER’s Privacy Policy located on the Website, as same may be amended or varied from time to time by TRACKER in its sole discretion.

“Registration”: the process of Subscriber registering with TRACKER to receive SVR Services.

“SIM Card”: each Subscriber Identity Module used for wireless communication and placed within Equipment.

“Site”: has the meaning set out in Clause 3.4.

“Subscriber”: the person (natural or legal) whose application for the provision of SVR Services has been accepted by TRACKER (You).

“Subscription Charges”: means the charges payable by Subscriber to TRACKER for the provision by TRACKER of SVR Services, as set out in the Form and/or such other document or record (material or otherwise) as may be agreed between TRACKER and Subscriber or otherwise issued or provided from time to time by TRACKER to Subscriber for this purpose.

”Subscription Period”: means any initial minimum period, together with any extension, repeat or renewal thereof, for which Subscription Charges are payable by Subscriber as set out in the Form or such other document or record (material or otherwise) as may be agreed between TRACKER and Subscriber or otherwise issued or provided from time to time by TRACKER to Subscriber for this purpose. To avoid doubt, in the absence of express written agreement otherwise between TRACKER and Subscriber, an initial minimum Subscription Period shall be deemed to be for one year or for multiple whole years, and periodic subscription payments (monthly or otherwise) shall be construed accordingly.

“Subscriber Procedures”: the instructions and procedures required to be followed by Subscriber in order to ensure proper operation of the SVR Services from time to time, and which are provided or issued to Subscriber (including without limitation by way of providing same on the Website) from time to time.

“SVR Services”: the services to be provided from time to time by TRACKER, including without limitation services relating to vehicle monitoring and stolen vehicle tracking, in co-operation with the Police, of seeking to locate stolen Vehicles in the Territory.

“Terms”: these terms of business.

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"Territory": the country or countries in which the SVR Services are available to be used by the Subscriber, in each case as set out in the Form or such other document (material or otherwise) as may be provided from to time to time by TRACKER to Subscriber for this purpose or the Website from time to time.

"TRACKER": TRACKER Network (UK) Limited, 6-9 The Square, Stockley Park, Uxbridge, Middlesex UB11 1FW (We, Us).

"Vehicle": any vehicle belonging or registered to Subscriber in which Equipment is installed and in respect of which SVR Services are provided.

"Warranty": has the meaning set out in Clause 8.1.

"Warranty Period": 12 (twelve) months from the date of installation in each case of Equipment (provided that such warranty period as Subscriber is entitled to in respect of a Subscription Period which commenced prior to the date on which these Terms take effect shall continue to apply for the duration of such Subscription Period).

"Website": the website located at the url "www.tracker.co.uk" or such other url as may be notified by TRACKER to Subscriber from time to time in accordance with Clause 10.6 of these Terms as appropriate for the subscription.

1.2 Reference in these Terms to the singular includes the plural and vice versa, and to the masculine gender includes the feminine. Headings to clauses are included for ease of reference and shall not affect the interpretation of these Terms. References in these Terms to clauses are references to clauses of these Terms.

2. AGREEMENT AND PROPERTY

2.1 In consideration of the Subscription Charges, TRACKER agrees to sell the Equipment (where applicable) and provide the Services to Subscriber on the terms set out herein.

2.2 Where Subscriber has purchased and paid fully for Equipment, on completion of both payment and installation that Equipment shall become the property of Subscriber. Equipment shall not for this purpose in any case include software in Equipment or SIM Cards, which shall as between the parties remain at all times vested in TRACKER.

2.3 Subscriber indemnifies TRACKER against any theft, loss or damage (fair wear and tear excepted) of or to any property of TRACKER while on or connected with a Vehicle or at any relevant premises, however caused, other than such directly attributable to the fault of TRACKER.

2.4 All intellectual property in, attached to or connected with Equipment shall vest at all times in TRACKER (or relevant third party). TRACKER hereby grants a personal, non-exclusive, non-transferable, royalty free licence to Subscriber of the foregoing, for the sole purpose of enabling Subscriber to make full use of Equipment and Services.

2.5 Following any sale or other disposal of a Vehicle by Subscriber on or in which Equipment is fitted, Subscriber shall inform TRACKER in writing of same within 14 (fourteen) days.

2.6 Before taking ownership of Equipment under Clause 2.2, Subscriber will not sell, underlet or dispose of same, nor allow any of same to be seized in satisfaction of any debt of Subscriber or for any other legal process or purpose, and will indemnify TRACKER against any and all loss, cost, claim, damage and expense, however caused by Subscriber's breach of this Clause 2.6.

2.7 Where TRACKER supplies Equipment to Subscriber to enable Subscriber to receive the SVR Services and the Subscriber has not purchased and paid in full for such Equipment, the Equipment remains at all times the property of TRACKER. Subscriber shall on request by TRACKER return Equipment on expiry of the Subscription Period subject to and otherwise in accordance with these Terms.

2.8 Subscriber agrees that, in order to protect TRACKER's property rights, certain Equipment has been or may be fitted with a security device which will corrupt software information contained in that equipment if same is tampered with. Subscriber accepts that it is under an obligation to ensure that Equipment is not tampered with, and that it will have no claim against TRACKER on any basis if any tampering occurs. Subscriber agrees to indemnify TRACKER against any indirect or consequential loss which TRACKER may suffer as a result of such tampering, including without limitation any loss of business, revenue, anticipated savings, profit, goodwill or economic loss.

2.9 Title to all software and other intellectual property in or attaching to Equipment remains at all times with TRACKER or the relevant third party owner. TRACKER grants to Subscriber a non-exclusive, personal, non-transferable, royalty free licence for the term of the Agreement to use such intellectual property for the sole purpose of making use of the Equipment and Services as intended by and in accordance with the Agreement.

3. INSTALLATION

3.1 TRACKER will arrange for the installation of Equipment in a Vehicle in accordance with these Terms, provided that Subscriber has paid for installation at such rates as may apply in accordance with advice from TRACKER to Subscriber (installation charges may or may not be wrapped in together with Equipment purchase price). Subscriber consents to any reasonable Vehicle changes which may be necessary to certain vehicle types in order to effect such installation, including without limitation by way of drilling a hole and/or changing a vehicle in another way. Subscriber's signature of or express agreement to a Form, or as Subscriber agrees with TRACKER by phone or as otherwise recorded during Registration shall be deemed as acceptance by Subscriber of the installation arrangements (including date) for Equipment. If Subscriber cancels any agreed appointment to install Equipment less than 2 (two) working days before the said appointment date, TRACKER reserves the right to charge Subscriber a cancellation fee in accordance with TRACKER's then-applicable price list.

3.2 Unless TRACKER agrees otherwise with Subscriber in writing, TRACKER will install and maintain the Equipment only within mainland UK locations (onshore within England, Wales, Scotland and Northern Ireland).

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3.3 All Equipment shall be installed and maintained by an Approved Technician. TRACKER shall use reasonable endeavours to ensure that all Approved Technicians are properly trained to carry out installation and maintenance activities. Any Equipment installation or maintenance activity carried out by any other person will invalidate the Warranty and TRACKER will not then be liable to any person on any basis if any Equipment and/ or SVR Service is adversely affected.

3.4 Installation of Equipment shall take place at such site as may be indicated on the Form or is otherwise agreed by the parties in writing during Registration (each a **"Site"**). Subscriber shall be responsible for the Site meeting the following standards: (a) the Site shall be safe without hazards; and (b) all necessary utilities (including plumbing, lighting, air conditioning, heating, electrical power and access to telephone lines) shall be easily accessible and provided by Subscriber to TRACKER without charge. If Subscriber fails to meet its obligations under this Clause 3.4, TRACKER reserves the right to cancel and reschedule the installation and charge Subscriber a fee in accordance with TRACKER's then-applicable price list.

3.5 Subscriber shall allow TRACKER, its authorised agents, and subcontractors full and free access to the Site for installation purposes, and shall indemnify and hold harmless TRACKER from and against any and all actions, claims, losses, costs, expenses, damages and liabilities (collectively **"Losses"**), including without limitation reasonable legal costs and expenses, arising from or in connection with TRACKER's presence on or use of the Site or the condition o f the Site, other than Losses arising directly as a result of negligence by TRACKER. For Subscribers obtaining Services in the course of their business or for commercial use, such Subscriber shall, at its own expense, obtain and keep in force for the duration of each installation process a policy of general liability insurance covering any liability arising out of TRACKER's use or occupancy of the Site and all other relevant areas.

3.6 Subscriber's signature on a job sheet (or equivalent) at the time of installation shall be deemed to be acknowledgement by Subscriber that TRACKER has fulfilled all of its obligations with regard to installation. In the event that Subscriber is dissatisfied with the installation, Subscriber must bring any such complaint to TRACKER's attention at the time of the installation (or in the event of defects which weren't reasonably apparent on installation the Subscriber must notify TRACKER as soon as reasonably practicable following discovery of the defect).

4. SVR SERVICES

4.1 Subject to any exception (and only to the extent of such exception) which may be set out on the Website from time to time or in these Terms, SVR Services shall (as applicable) commence to be provided by TRACKER to Subscriber as from the Installation Date in each case. Subscriber will be entitled to receive all SVR Services identified on a relevant Form, in each case in accordance with the provisions of these Terms. As part of the usual operating processes of Subscriber's Equipment, such Equipment may send the location and serial number data of Subscriber's Equipment to TRACKER from time to time and may receive stolen vehicle reply codes, location and serial number data and other data of and relating to the Equipment of other subscribers, which TRACKER may receive from time to time. Subscriber hereby consents to such reply codes, location, serial number and other data relating to Subscriber and/or to Subscriber's Equipment and/or Vehicle being shared by TRACKER with other subscribers in the same way.

4.2 Subject to these Terms, TRACKER will use its reasonable endeavours to maintain the SVR Services available to the Subscriber for the Subscription Period.

4.3 Subscriber agrees and undertakes to observe and comply with all Subscriber Procedures provided to Subscriber by TRACKER or an Approved Technician prior to or on installation of the Equipment.

4.4 Where SVR Services include the Alert Service and/or the Unauthorised Driver Alert Service, TRACKER will use its reasonable endeavours to monitor for signals transmitted by the relevant Equipment indicating unauthorised movement of the Vehicle. Owing to the nature of wireless communications, TRACKER does not warrant to Subscriber that it will receive any signals transmitted by the Equipment; nor, having received the signals, that it will be able to make immediate, or any, contact with the Subscriber. TRACKER reserves the right, should Subscriber act or omission result in the Alert Service or Unauthorised Driver Alert Service transmitting repeated false alert signals to TRACKER, to charge Subscriber a reasonable additional fee for TRACKER's time and costs in following up such alerts, and/or to terminate services in whole or part to Subscriber.

4.5 Upon becoming aware, or suspecting, that their Vehicle has been stolen, Subscriber must immediately take the following steps: (i) notify the Police and obtain a police crime reference number or equivalent validation from the local Police in respect of the theft; and then (ii) inform TRACKER, quoting the police crime reference number or equivalent validation from the local Police and indicating which Police have been notified. TRACKER will then verify with the Police that the Vehicle is officially logged as stolen, and if so, will activate the Equipment for the purpose of seeking to locate the Vehicle. A Vehicle shall be treated as stolen for the purposes of TRACKER activating the Equipment and providing the Service only if it is so officially logged.

Neither TRACKER nor the Police will be liable to any person on any basis for any damage of whatever nature arising out of or incidental to the Subscriber's failure to follow the above steps or any other instructions issued by TRACKER from time to time in accordance with these Terms for use of any SVR Service.

4.6 Regardless of the manner in which Subscriber becomes aware of the recovery of a stolen Vehicle, it remains the sole responsibility of Subscriber to report the recovery of a stolen Vehicle as soon as possible to the Police and to TRACKER in order to ensure the Equipment is de-activated.

4.7 Guard and Recover Service. Subscriber irrevocably authorises TRACKER and/or TRACKER's authorised agents to recover and return a Vehicle to Subscriber in accordance with this Clause 4.7 to such location as may be specified in a Form or as the parties otherwise agree in writing (and, failing such agreement, such location as TRACKER reasonably determines in the circumstances). TRACKER and/or TRACKER's authorised agents will carry out such recovery and return Vehicles at no extra charge to Subscriber, provided that: (i) the Guard and Recover Service will apply only to Vehicles of up to 3.5 tonnes (3,500 kgs) GVW, overall width up to 7ft 6in (2.3m) and overall length up to 18ft (5.5m) overall (or such other dimensions as TRACKER may advise on the Website from time to time for this purpose); and (ii) the cost of such recovery and return does not exceed £500 (or such other sum as TRACKER may advise on the Website from time to time for this purpose). TRACKER will liaise with Subscriber to discuss how TRACKER should proceed should TRACKER reasonably believe that the cost of recovery will exceed this amount. TRACKER reserves the right in its sole discretion to not provide applicable SVR Services if TRACKER and Subscriber are unable to come to an agreement about the payment of any such additional costs (this may be the case if, for example and without limitation, TRACKER would be required to hire specialist removal equipment).

4.8 Due to the many factors outside its control (including without limitation the nature of the technology in the Equipment, physical features such as underpasses, windscreens and other physical features of the Vehicle, other electronic devices, atmospheric conditions, the state of the ionosphere, GSM networks and GPS satellite availability, internet and website performance and availability and other causes of interference beyond TRACKER's reasonable control), TRACKER does not (otherwise than under such guarantee as may be set out or agreed specifically in relation to an Additional Service from time to time) warrant or guarantee that the SVR Services will lead to the location of Subscriber's stolen Vehicle, or that any recovered Vehicle will not be damaged in whole or part to any specified or general extent, or that any or all SVR Services will operate properly or at all in adverse conditions or in the event of Force Majeure as defined in Clause 11.4 (in particular and without prejudice to the generality of the foregoing, the operation of the Equipment and the provision of Services depend to some extent upon the operation of the digital cellular telecommunications technology on which the Equipment operates, and this technology is not operative all the time in all parts of the Territory or Europe). TRACKER will not be liable to Subscriber or any other person on any basis, and the Subscription Charges shall not be refundable to Subscriber in whole or part, if the Equipment fails to locate and/or recover Subscriber's stolen Vehicle, and/or any SVR Service fails to operate fully or at all at any time for reasons outside TRACKER's control.

4.9 In the event that Subscriber changes the location specified for the return of any Vehicle in accordance with these Terms, TRACKER reserves the right to charge the Subscriber any additional costs incurred as a result of the change of location or, in TRACKER's absolute discretion, may refuse to move such Vehicle to the alternative location.

4.10 Where the Police have stated that their co-operation and/or permission is required for removal and/or return of a Vehicle, Subscriber shall at their own cost do all such acts and execute all such documents as may be necessary to procure such co-operation or permission.

4.11 In no circumstances will TRACKER be liable for any damage incurred to any Vehicle pending its recovery to a specified location (other than damage caused directly by TRACKER's negligence in the event that TRACKER itself actively performs the recovery).

4.12 Notwithstanding anything to the contrary which may be expressed or implied elsewhere in these Terms, a Form or otherwise, full details of all Equipment and each SVR Service (including without limitation the scope and extent of, and limitations on, Police involvement in Vehicle recovery) are available solely and at all times on the Website. Subscriber expressly acknowledges and agrees that it is Subscriber's sole responsibility to familiarise themselves with all such details, including without limitation in relation to the scope, extent, restrictions and duration of all relevant Equipment and SVR Services. TRACKER will not be liable to Subscriber or any other person to any extent and/or on any basis for any loss Subscriber or a third party may claim or suffer which results from or in connection with any failure by Subscriber so to familiarise himself/herself, or with any misconception held by Subscriber about any Equipment or SVR Service as a result of such failure. TRACKER reserves the right in its sole discretion to vary, amend and/or replace any Equipment and/or SVR Service details from time to time, and any revised, new or replacement details shall apply as from the date of their posting on the Website (or such other date as TRACKER may specify at the time of such posting), provided that if any amendment, revision or replacement materially adversely affects a then-current Subscriber, Clause 10.2 shall apply in accordance with and subject to its terms. Wherever Services incorporate internet-based services on or via the Website, Subscriber must comply with the terms and conditions of use of the Website, and any access by Subscriber to such services or the Website shall be deemed to constitute agreement by Subscriber so to comply. All such terms and conditions will be available for perusal on the Website.

5. PAYMENT

5.1 All Subscription Charges and other payments due under these Terms are payable in accordance with the Form and/or such other document or record (material or otherwise) as may be agreed between TRACKER and Subscriber or otherwise issued or provided from time to time by TRACKER to Subscriber for this purpose. If no such written document or record is apparent, payments shall be deemed to be due in advance on such periodic basis as would be consistent with TRACKER's then generally applicable invoicing arrangements or system, and all periodic payments (monthly or otherwise) shall be construed to relate to initial minimum Subscription Periods of one year or multiple whole years (as the case may be, and as frequency and quantum of invoicing/payment arrangements may best suggest). Subscriber's initial Subscription Period commences on the later of (i) the date of installation of the Equipment and (ii) the date and time of completion of internal setting up by TRACKER of Subscriber's account; or, where a Vehicle already containing the Equipment is transferred to a new owner, on payment of the initially required Subscription Charges by that new owner (in each case the **"Installation Date"**). Any then-active Subscription, for any term, shall immediately cease if Subscriber ceases to be the owner or registered keeper of the relevant Vehicle.

5.2 In the case of all subscriptions (other than duration subscriptions) and subject to payment of all applicable periodic Subscription Charges in accordance with Clause 5.1, the Subscription Period will continue (where applicable) for the period identified in the relevant Form or other document or record as the initial minimum subscription period, and thereafter and in all cases successively for rolling specified (or otherwise annual) extension or continuation periods, unless and until Subscriber or TRACKER terminates the subscription in accordance with these Terms at the end of any initial minimum Subscription Period or any rolling specified or other extension or continuation period. A periodic subscription may (at TRACKER'S discretion) require the establishment and maintenance of a direct debit bank or debit or credit card payment facility. To avoid doubt, in all cases periodic subscription payments (monthly or otherwise) shall be deemed and construed to apply to initial minimum Subscription Periods and rolling periods thereafter as determined in accordance with these Terms.

5.3 TRACKER shall charge Subscriber hardware and installation charges in accordance with the Form and/or such other document or record (material or otherwise) as may be agreed between TRACKER and Subscriber or otherwise issued or provided from time to time by TRACKER to Subscriber for this purpose, and all such charges shall be deemed to constitute elements of the Subscription Charges, which shall be construed accordingly. To avoid doubt, hardware charges shall be applied and varied from time to time as TRACKER may determine in its absolute discretion.

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5.4 At the end of any then-current Subscription Period, if the subscription is not extended or renewed in accordance with these Terms, TRACKER will stop providing the relevant SVR Service and shall within 30 days deactivate the necessary Equipment and SIM Card. TRACKER may, in its sole discretion, choose not to remove or (at TRACKER's option) require the return of any SIM Card or Equipment then owned by TRACKER from the relevant Vehicle, and shall in no case be obliged to remove such Equipment or SIM Card. Following expiry of the Subscription Period, the said Equipment and SIM Card will be switched off and no further data will thereafter be collected via, and no further use will be made of, such Equipment or SIM Card (unless and until a fresh subscription is taken out), save as and to the extent otherwise is set out on the Website from time to time in respect of certain Equipment or hardware.

5.5 No subscription is transferable to a new owner/keeper of the Vehicle, and no subscription is transferable to another vehicle owned or kept by the Subscriber. In the event of sale of a Vehicle by Subscriber, Subscription Charges shall, for any subscription period (including any minimum or initial period together with any extension period) identified in a Form or such other document (material or otherwise) as may be provided from to time to time by TRACKER to Subscriber for this purpose, not be refundable to Subscriber in whole or part. To avoid doubt, the prohibition in this sub-clause 5.5 against subscription charges being refundable in the event of a Vehicle sale by Subscriber applies both to duration and non-duration subscriptions. A duration subscription is one where the relevant Subscription Period is for the length of time the Subscriber owns or is registered keeper of the Vehicle; a non-duration subscription is one for a specified period.

5.6 TRACKER will notify Subscriber at least 30 (thirty) days prior to the expiry of any Subscription Period of any variation in Subscription Charges, and such variation shall take effect as from the date on which such subscription is renewed, should the Subscriber choose to renew.

5.7 Subscriber must provide TRACKER with his or her current UK telephone landline and mobile contact details at all times. If the Subscriber is planning to be uncontactable or out of the UK, s/he must provide TRACKER with UK telephone contact details for an alternative person who Subscriber agrees will be responsible for the Vehicle in Subscriber's absence in order to receive the SVR Services. If Subscriber does not provide TRACKER with the contact details for a secondary contact, TRACKER may not be able to provide SVR Services for the duration of Subscriber being uncontactable or out of the UK.

5.8 All Subscription Charges are (unless otherwise stated) exclusive of VAT and any similar or comparable regulatory fee or levy, which Subscriber shall be additionally liable to pay.

5.9 Subject to TRACKER providing Subscriber 30 (thirty) days' notice in writing, TRACKER may in its sole discretion vary the Subscription Charges in whole or part. If Subscriber does not agree to the variation, Clause 10 of these Terms shall apply.

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5.10 If and to the extent applicable, Subscriber wishes to transfer Equipment from one Vehicle to another, and TRACKER agrees in its sole discretion to do so, TRACKER may charge Subscriber at TRACKER'S then current rate to cover the costs of removal and re-installation. Any such removal or transfer undertaken by or on behalf of Subscriber without TRACKER'S express prior written consent, and in accordance with such directions as TRACKER may issue in writing in this regard, shall immediately invalidate the Warranty and any liability by TRACKER to Subscriber on any basis under this Agreement relating to or arising out of the operation (or lack thereof) of any Equipment so removed or transferred.

5.11 In the case of either a duration or a non-duration subscription (as each is identified under Clause 5.5), where Subscriber owns Equipment under Clause 2.2 and that Equipment has prior to the expiry of the relevant subscription period reached the end of its expected service life (or is reasonably anticipated by TRACKER to do so within a recognisable period), TRACKER reserves the right to notify Subscriber of this (which notice shall be deemed to have been effected including without limitation by way of TRACKER posting relevant Equipment service life information on the Website) and require that Subscriber replace the said Equipment with replacement Equipment, provided that it shall be for TRACKER (in its reasonable discretion following due consultation with Subscriber) to determine whether such replacement Equipment shall have similar, enhanced or less functionality than the old Equipment it is replacing (provided that Subscriber may not be charged a higher Subscription Charge in relation to any replacement Equipment unless Subscriber agrees to same). Such replacement Equipment shall be installed in accordance with these Terms and as the parties agree. Any Equipment with higher functionality desired by Subscriber but not agreed to by TRACKER as replacement Equipment under this Clause 5.11 shall involve Subscriber taking out (and being deemed to take out) a new subscription for such Equipment. To avoid doubt, save as otherwise stated in this Clause 5.11, any Equipment replacement under this Clause 5.11 shall not affect the Subscription Period of the relevant subscription, which shall be deemed to continue unaffected by the Equipment replacement. Subscriber shall not be entitled to a rebate or refund on any basis of any sum relating to a continuing subscription by reason of any Equipment being replaced under this Clause 5.11.

6. SUPPORT

6.1 TRACKER cannot be required to provide support to Subscriber for all future service options made available by TRACKER from time to time, and TRACKER has no obligation to upgrade or replace any Equipment in order to provide services and options to Subscriber which may be made available subsequent to the Commencement Date. If Subscriber wishes to utilise services which the Equipment does not support, Subscriber must either purchase new Equipment at TRACKER's then-applicable prices or allow the installation of new Equipment by TRACKER.

6.2 Subscriber may at any time request a service call to inspect, repair or replace any Equipment following expiry of the relevant Warranty, although TRACKER will charge Subscriber for any such service in accordance with TRACKER's then-current rates for such parts and labour.

7. SUSCRIBER OBLIGATIONS

7.1 If TRACKER informs the Subscriber at any time that there is or may be a fault with any Equipment or that any Equipment may have reached the end of its expected service life, Subscriber must consent to a service, inspection or replacement of the said Equipment and comply with TRACKER's reasonable instructions and requirements as set out in Clause 7.5. Subscriber must in each case contact TRACKER as soon as possible and within a reasonable period of time (and in any event, no more than 5 days after such date as TRACKER may propose for this purpose), to arrange a service or inspection call. Any service or inspection shall be conducted by an Approved Technician, and Clause 3.4 shall apply to any such call. If Subscriber fails to contact TRACKER in accordance with this Clause 7.1, TRACKER cannot guarantee to be able to provide a relevant SVR Service and will not be liable to Subscriber or any third party on any basis to any extent for any Equipment or SVR Service failure for any period during which TRACKER is unable to complete any service or inspection call. TRACKER reserves the right in its discretion to charge Subscriber for any replacement Equipment and to charge a reasonable fee for any service, inspection and/or repair where: (i) in TRACKER's reasonable view, Equipment has been damaged or lost for reasons within Subscriber's reasonable control such that its repair or replacement is required in order for Equipment and SVR Services to operate and apply properly; and/or (ii) Subscriber owns Equipment under Clause 2.1 and that Equipment has reached the end of its expected service life.

7.2 If a Vehicle is involved in an accident, a Vehicle's battery has been disconnected for any reason (for example and without limitation bodywork repair and/or paint re-spray), or if a Vehicle has been parked unused for more than 3 (three) consecutive months, Subscriber must promptly inform TRACKER in writing, in order that TRACKER may test that the relevant Equipment still functions correctly. TRACKER will not be liable to Subscriber or any third party on any basis to any extent for any Equipment or SVR Service failure for any period during which TRACKER is unable to complete any such test in the circumstances contemplated by this Clause 7.2.

7.3 Subscriber must ensure that they advise any person who services the Vehicle that there is a security tracking product fitted, in order to prevent inadvertent disconnection of any component parts of the Equipment.

7.4 If a Vehicle has been stolen and recovered, Subscriber must contact TRACKER in order that TRACKER may test the Equipment still functions correctly. If the Equipment no longer functions correctly, or the Equipment uses a standalone battery, the Subscriber must arrange with TRACKER to service or replace the Equipment, as appropriate. Clause 7.1 shall also apply to this Clause 7.4.

7.5 Subscriber agrees that it is their responsibility at all times to use Equipment safely and to comply fully with TRACKER's service and use instructions and requirements in respect of Equipment, as same are notified on the Website from time to time, including without limit any such relating to any programme of service or quality assurance, product care and/or the expected service life of Equipment, and to keep up to date with changes to such instructions and requirements (in which regard, TRACKER will endeavour to display changes with appropriate prominence for a reasonable period following their notification on the Website from time to time). TRACKER's instructions shall be deemed to have been notified to Subscriber within 2 (two) business days following their posting by TRACKER on the Website (and any subscriber notice posted on the Website shall be deemed to constitute such notification), irrespective of any other method which TRACKER may have employed to notify Subscriber of such instructions from time to time, and this method shall be deemed to apply equally to notification by TRACKER of Specifications. Subscriber agrees that TRACKER shall have no liability to any extent on any basis to Subscriber or to any third party for any loss or damage suffered or incurred of or to a Vehicle, or for any Equipment or SVR Service failure, resulting from any failure by Subscriber to comply with their obligations under this Clause 7.5.

7.6 The availability of all SVR Services shall be conditional at all times upon compliance by Subscriber with these Terms. If Subscriber breaches their obligations under these Terms in any way, including without limitation by way of defaulting or delaying in the payment of any Subscription Charges as and when they fall due, or uses the SVR Services for any purpose other than the location of the Subscriber's stolen Vehicle and/or such other purpose as may expressly be permitted under or in accordance with these Terms, TRACKER shall be entitled immediately to terminate the provision to Subscriber of any SVR Services without liability to Subscriber or any other person on any basis to any extent by reason of such termination. Subscriber accepts and agrees that a

subscription to any SVR Service in no way mitigates or diminishes Subscriber's duty to take all reasonable steps to keep their Vehicle secure, to obtain and maintain adequate insurance for the Vehicle and to comply at all times with all Subscriber Procedures.

7.7 To avoid doubt, in all cases and without exception, Subscriber agrees to abide by TRACKER's professional determination regarding Service use and service history of any Equipment, including without limitation in relation to where responsibility lies with respect to payment of any service and/or Equipment replacement cost or charge, provided that TRACKER has acted reasonably in making such determination (including by way of consulting appropriately with Subscriber, as applicable).

7.8 Subscriber will not, throughout any active subscription period, interfere or tamper with installed Equipment. Only TRACKER-appointed representatives will be entitled to inspect or repair any Products. Subscriber will not remove any Equipment from a Vehicle into which it has been installed by TRACKER without TRACKER's prior written agreement.

8. WARRANTY

8.1 Subject to this Clause 8, TRACKER warrants that, if the Equipment becomes inoperative or develops faults by reason of defective components, workmanship or design within the Warranty Period, TRACKER or TRACKER's agent will, on return of the Equipment to the original installer or to an approved TRACKER installation centre as applicable, (at its option) repair or replace the Equipment free of charge (the **"Warranty"**). The Warranty shall be Subscriber's sole and exclusive remedy for any fault or failure of Equipment during the Warranty Period. TRACKER shall have no obligation under this Clause 8.1 if the Equipment (or its installation) has been tampered with, modified or repaired (except by an Approved Technician) or has otherwise been subject to misuse or accident. If no defect or failure is apparent on or in any Equipment on or following its collection by TRACKER, TRACKER may charge Subscriber a reasonable fee to cover its costs (and any such fee shall be deemed to be a Charge) and in its discretion take such action as TRACKER reasonably considers appropriate, including without limitation taking back the relevant Equipment and issuing Subscriber with replacement Equipment, or disposing of same without issuing a replacement.

8.2 The Warranty does not apply in respect of either (i) Equipment not supplied by TRACKER or an authorised TRACKER agent, or (ii) any back-up battery in and/or connected to a TRACKER system drawing power from your Vehicle's battery. It is Subscriber's responsibility to maintain the Vehicle's battery to ensure the back-up battery is not depleted so as to impact functionality of any Equipment. TRACKER will not be liable for any loss or damage suffered by Subscriber which might have been prevented if the Equipment been fully operational but was not so or not known to be so due to any breach by Subscriber of their obligations under these Terms.

8.3 TRACKER reserves the right to replace any Equipment with equipment of similar functionality.

8.4 TRACKER shall have no liability under the Warranty if the unit is on an island in the Territory (offshore to England, Scotland, Wales and Northern Ireland) unless the customer brings the vehicle to a site on mainland UK.

8.5 The Warranty applies personally to Subscriber, and is not transferable to a different subscriber.

8.6 During a Subscription Period, Subscriber may contact TRACKER, via such method as TRACKER reasonably determines from time to time and notifies on the Website for this purpose, to discuss any Equipment maintenance issue or query. All diagnosis and fault correction shall, where possible, be done remotely, failing which TRACKER will arrange for suitable personnel to attend Vehicles. If so, Subscriber will allow such personnel such access to Equipment as they may reasonably require to carry out any required repair and/or maintenance work. If it transpires that a maintenance issue was caused by or due to the incorrect operation by Subscriber of properly functioning Equipment, or for any other reason within the reasonable responsibility of Subscriber, TRACKER may charge Subscriber a reasonable fee for travel to and attendance at a Vehicle, and any such charge shall be deemed to be a Charge.

9. LIABILITY

9.1 Neither party shall be liable for any breach of, failure to perform or delay in performing any obligation under, this Agreement which is directly or indirectly caused by circumstances beyond the reasonable control of that party. In the case of TRACKER, such circumstances include (without limitation) atmospheric conditions which may affect the quality or availability of any Network service or any failure of or by Network service providers (on whom TRACKER relies) in connection with or for the provision of any SVR Service.

9.2 TRACKER shall not be liable under these Terms to Subscriber or any third party to any extent on any basis for any loss or damage that was not caused directly by any breach on the part of TRACKER or TRACKER's employees or agents.

9.3 TRACKER shall not be liable under these Terms to Subscriber or any third party to any extent on any basis for any economic loss (including without limitation any loss of profit, business, revenue, anticipated savings or goodwill) or for any indirect, special or consequential loss or damage, howsoever caused. Subject to the remainder of this Clause 9, TRACKER's total aggregate liability to Subscriber on all grounds will not exceed the sum then received by TRACKER for the provision of Equipment and SVR Services in the immediately preceding 12-month period.

9.4 Subscriber will pay TRACKER for the cost of all repairs to or replacement of Equipment required due to Subscriber's fault, misuse or neglect of same, which may in each case be needed to make good such Equipment to TRACKER's satisfaction. If any Equipment is damaged beyond repair or its repair would be uneconomic, Subscriber will be liable for and pay for the replacement cost for that Equipment, together with a reasonable sum to cover TRACKER's travel, time and involvement (said cost and sum to be determined by TRACKER in its discretion acting reasonably).

9.5 Nothing in these Terms shall be taken or deemed to limit TRACKER's liability for personal injury or death resulting from negligence.

10. TERM AND TERMINATION

10.1 The Agreement shall be deemed to commence on the later of (i) date of first installation of Equipment in a Vehicle in accordance with these Terms and (ii) the date and time of completion of internal setting up by TRACKER of Subscriber's account (the **"Commencement Date"**),

10.2 Subscriber or TRACKER may terminate any SVR Service (other than a duration subscription) without cause on expiry of any initial minimum Subscription Period or expiry of any rolling specified or other extension or continuation period, as each may be determined in accordance with these Terms, in each case on not less than 30 days' notice in writing to the other party. To avoid doubt, Subscriber shall not be entitled to terminate any SVR Service without cause at any other time during their subscription, and Subscription Charges shall, for any period during which a subscription is active and SVR Services are provided or available, not be refundable to Subscriber in whole or part.

10.3 In addition to its rights under Clause 10.2, TRACKER shall be entitled to terminate the Agreement immediately by notice in writing to Subscriber and to retake possession of any Products not then fully paid for by Subscriber if: (i) any sum due to TRACKER remains outstanding for 30 (thirty) days following its due date; (ii) Subscriber commits any material or persistent breach of their obligations under the Agreement which, in the case of a breach capable of remedy, remains unremedied 14 (fourteen) days after notice in writing from TRACKER to Subscriber requiring remedy; (iii) any Equipment is destroyed or substantially damaged such that TRACKER cannot continue to provide the SVR Services; (iv) all Vehicles have been sold or disposed of by Subscriber; or (v) TRACKER is unable for any reason to retain the connections or privileges necessary for provision of the SVR Services, and in this case TRACKER shall not be under any liability to Subscriber on any basis by reason of such termination.

10.4 In addition to their rights under Clause 10.2, Subscriber shall be entitled to terminate the Agreement immediately by notice in writing to TRACKER if: (i) TRACKER commits any material or persistent breach of its obligations under the Agreement which, in the case of a breach capable of remedy, remains unremedied 30 (thirty) days after notice in writing from Subscriber to TRACKER specifying the breach and requiring it to be remedied; or (ii) TRACKER is in Subscriber's reasonable judgment unable to pay any debt as it falls due, goes insolvent, or enters an arrangement with its creditors or has an administrative manager or receiver appointed over any of its business or assets.

10.5 In addition to its rights under Clauses 10.2 and 10.3, TRACKER shall be entitled to terminate the Agreement without cause at any time on 30 days' notice in writing to Subscriber, provided that in the case of termination under this Clause 10.5, TRACKER shall promptly refund to Subscriber any portion of a Subscription Charge paid by Subscriber prior to the termination date and relating to any period following such termination, and provided further that, in the case of termination by TRACKER under this Clause 10.5 of a duration subscription, no refund shall be payable to Subscriber if termination occurs 5 (five) years or more following the commencement of such subscription, but that TRACKER agrees it will only terminate a duration subscription under this Clause 10.5 for good reason.

10.6 TRACKER may at any time vary, amend or replace these Terms or any part of our Agreement (including without limitation the url of the Website or a Specification) for security, legal, operational or regulatory reasons or to reflect changes to Equipment and/or the SVR Services by notifying Subscriber in writing at any time during the Subscription Period by giving Subscriber at least 30 (thirty) days' notice of any such variation, amendment or replacement (with such notice requirement deemed without limitation to be satisfied if displayed on the Website), and may at any time vary, amend or replace any operational or other notice on the Website for security, legal, operational or regulatory reasons or to reflect changes to the SVR Services and shall provide reasonable notice to Subscriber (with such notice requirement also deemed without limitation to be satisfied if displayed on the Website) of any such variation, amendment or replacement if it occurs. Clause 11.7 shall be deemed to apply to any such variation, amendment or replacement. Subscriber may within 30 (thirty) days following the service of such notice give 1 (one) week's notice in writing to TRACKER terminating Subscriber's subscription if Subscriber

reasonably considers that they have been or will be materially financially or operationally disadvantaged by the actual or proposed change. Subscriber agrees that it is Subscriber's sole responsibility regularly to check the Website (as same may be varied in accordance with this Clause 10.6) in order to keep up to date with any such notice.

10.7 Termination shall be without prejudice to the accrued rights of the parties as at the date of termination. Subscriber shall (in the event of termination otherwise than by reason of breach or fault by TRACKER, at its own cost) and in each case without undue delay following termination return to TRACKER (or procure the return to TRACKER of) all property belonging to TRACKER as at the termination date and requested by TRACKER to be returned either prior to termination or within a reasonable period following the termination date.

10.8 On termination for any reason under this Clause 10, Subscriber will, if requested by TRACKER (acting reasonably), at its own cost and risk immediately present all Vehicles to TRACKER at such location as TRACKER may reasonably direct in order that Equipment may be uninstalled. If Subscriber fails to present all Vehicles, TRACKER shall be entitled to charge Subscriber a reasonable rental fee in respect of all unpresented Vehicles, such fees to accrue on a daily basis until presentation of the Vehicles by Subscriber in accordance with this Clause 10.8. TRACKER further reserves the right to charge Subscriber for any Product replacement costs.

10.9 From the termination date, Subscriber will cease to have access to all Vehicle data provided and collated under or as part of any Service for each Vehicle.

11. GENERAL

11.1 Subscriber agrees that the Equipment is not acquired as an anti-theft device, and that TRACKER has made no representation and given no warranty that any Equipment has such properties.

11.2 If any one or more provisions in these Terms is declared invalid or unenforceable in any respect, the validity and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

11.3 These Terms are personal to Subscriber and relate exclusively to the Vehicle. Unless and to the extent TRACKER agrees otherwise in writing, these

Terms may not be assigned by Subscriber in whole or part to any third party, nor may any Equipment be removed from a Vehicle by any person other than an Approved Technician. TRACKER may assign the benefit and/or burden of these Terms in whole or part as it sees fit in its sole discretion, provided that Subscriber's rights and service levels are not thereby materially reduced.

11.4 TRACKER may, in its sole discretion and without liability to any extent to any person on any basis, at any time suspend the SVR Services (in whole or in part) if a technical failure affects the provision of the same, or if any modification or maintenance is being carried out to the Network, or if changes to SVR Services are required by any governmental or regulatory authority, or if the Network operator ceases to trade.

11.5 Neither TRACKER nor Subscriber shall be liable for any delay in performing or any failure to perform any of their respective obligations under these Terms caused by events beyond their control (**"Force Majeure"**) including, but not limited to, acts of God, insurrection or civil disorder, civil disobedience, war or military operations, national or local emergency, acts or omissions of government, highway, regulatory or other competent authority, unofficial or otherwise unlawful industrial action of any kind, fire, severe weather. The functioning and coverage of the VHF and/or GPS/GSM networks are also deemed to be matters beyond TRACKER's reasonable control.

11.6 Any notice required or permitted to be given by either party to the other under these Terms shall be in writing either displayed (with appropriate prominence) on the Website, or addressed to that other party at the contact address specified on the Form or such other document as may be provided from time to time by TRACKER or such other address as has, at the relevant time, been notified to the party giving the notice. If sent by mail such notice shall be deemed to have arrived 3 working days after posting. If such notice is delivered personally or by courier to the address it shall be deemed to have been received with immediate effect.

11.7 These Terms take effect as from the date on which they are posted by TRACKER on the Website, and accordingly from that date apply to existing and new Subscribers, save as and to the extent they are expressly stated not to apply to existing Subscribers. These Terms should in all cases be read in conjunction with any operational or other notice on the Website which may be contemplated by or referred to in these Terms. All SVR Services and Equipment provided to Subscriber by TRACKER are, subject to the foregoing, provided subject and in accordance with these Terms.

11.8 These Terms shall be governed by English law, and the parties agree to submit to the exclusive jurisdiction of the English courts.

11.9 Subject to providing Subscriber 30 (thirty) days' notice in writing, TRACKER may in its sole discretion vary any part of this Agreement (including without limitation a Specification). If Subscriber does not agree to the variation and the variation has a non-trivial financial or operational impact on

Subscriber, Subscriber may terminate the Agreement under Clause 10. TRACKER will use reasonable endeavours to display the most recent version of the Agreement on such portion of the Website as TRACKER reasonably determines from time to time.

11.10 TRACKER shall have a right of set-off against any sum due from TRACKER to Subscriber, any sum which is at the date of set off due and owing from Subscriber to TRACKER.

11.11 No person or undertaking who is not a party to the Agreement shall have any right to enforce any term of the Agreement under the Contracts (Rights of Third Parties) Act 1999.

11.12 TRACKER may waive any default by Subscriber in the due performance of Subscriber's obligations under the Agreement, provided that any such waiver shall not affect TRACKER's right to payment then in arrears and to interest on such payment in accordance with these Terms, and shall not disentitle TRACKER from claiming and enforcing any rights and remedies and damages which TRACKER may have if Subscriber fails to make any subsequent payment in its due date or subsequently default under any term of the Agreement.

12. DATA PROTECTION

12.1 Subscriber is under the Agreement giving information to TRACKER which constitutes "personal data" under the EU General Data Protection Regulation (the "GDPR") and where Subscriber is a business, such personal data may be about Subscriber's users. Such information is referred to in this Clause 12 as "Subscriber Data". Without prejudice to the generality of the foregoing, if Subscriber contacts TRACKER electronically, TRACKER may collect Subscriber's electronic identifier, e.g. IP address or telephone number supplied by Subscriber's service provider. TRACKER may monitor and record telephone calls in order to improve service and to prevent and detect fraud. Subscriber shall ensure that it has obtained any appropriate authorisations or consents in respect of use of personal data by TRACKER and/or has notified users of such use.

12.2 TRACKER will use Subscriber Data (which includes information about transactions), and share it with Affiliates of TRACKER from time to time, to manage the provision of Equipment and SVR Services in accordance with our Privacy Policy from time to time (including without limitation and subject to Clause 12.8, directly and via its Affiliates for marketing purposes) and this Clause 12, and, if there is any inconsistency between them, the Privacy Policy will prevail. Any such Affiliate will be obligated to protect Subscriber Data shared with it consistently with TRACKER's responsibilities as data controller of

such data. TRACKER may transfer Subscriber Data to other countries, in which case TRACKER will ensure that any recipient provides an adequate level of protection for such data and that the transfer is in accordance with applicable data protection laws. We will only use Subscriber Data for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose. If you or your users wish to get an explanation as to how the processing for the new purpose is compatible with the original purpose, please contact us. If we need to use Subscriber Data for an unrelated purpose, we will notify you and we will explain the legal basis which allows us to do so. Please note that we may process Subscriber Data without your knowledge or consent, in compliance with the above rules, where this is required or permitted by law. TRACKER may also utilise the services of other companies and individuals to perform functions on its behalf, including for example to provide marketing assistance and customer services and these companies and individuals will be listed on the website. www.tracker.co.uk/third-parties 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 Data in accordance with this Agreement and as permitted by applicable data protection laws.

12.3 TRACKER may obtain personal data about Subscriber (and Subscriber personnel) from credit reference agencies and fraud prevention agencies to check Subscriber's credit status and identity. Such agencies will record TRACKER's enquiries, which may potentially be seen by other undertakings, who may make their own enquiries. If Subscriber provides false or inaccurate information and TRACKER suspects fraud, TRACKER will record this, and your details may be passed to fraud prevention agencies.

12.4 TRACKER uses cookies on the Website. For more information on how TRACKER uses cookies, Subscriber should read TRACKER's Cookie Notice on the Website.

12.5 Where Subscriber has chosen to pay for Equipment and/or a Subscription Charges by direct debit or debit or credit card, TRACKER may retain Subscriber's payment details securely for the duration of the Agreement in order to enable payments to be drawn on appropriate payment dates in accordance with the terms of the Agreement. Subscriber may withdraw this consent at any time by calling or writing to TRACKER for this purpose, but this may affect timeliness of payments which may in turn affect the Subscription.

12.6 If Subscriber wishes to have a copy of their personal data held by TRACKER, Subscriber should contact TRACKER's Data Protection Officer in writing c/o TRACKER's registered address or e-mail us at dataprotection@tracker.co.uk. An administration fee may be payable if the request is excessive or unfounded, such as where the request is repetitive, or multiple copies are required.

12.7 TRACKER may, and may for this purpose share Subscriber information with its Affiliates from time to time and as permitted under the Privacy Policy, inform Subscriber by letter, telephone and/or electronic means (including without limitation email and mobile messaging) of products, services and additional benefits which may be of interest to Subscriber. If Subscriber would prefer not to receive such information, or would prefer to receive it only from TRACKER and/or certain Affiliates, please inform TRACKER of this in writing addressed to our registered office or e-mail us at dataprotection@tracker.co.uk .

12.8 TRACKER is acting at all times through the Subscription Period as a data controller (as defined in the GDPR) in collecting, storing and processing Subscriber Data. TRACKER shall, in its capacity as data controller of Subscriber Data, fully comply at all times with all applicable laws and regulatory requirements regarding such Subscriber Data.

TRACKER Network (UK) Ltd.

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