

## DEFINITIONS

'Buyer/Customer' means the purchaser and end user of goods and services provided.

'Goods' means all or any of the items set out in the Company's web site.

'Company' means Classic Tracker Ltd., registered in England & Wales no: 10538804.

'Parties' means the Buyer and the Company.

'Services' mean the services to be performed by the Company for the Buyer as described in the Subscription Service rates.

'Subscription Service' means any number of offered Service Packages offered by the Company. Any or each of the Subscription Service packages feature a combination of varying features to the Service and are charged on an annual, multi-year subscription or incidental basis.

'Specification' means the requirements to which the Goods and/or Services supplied shall conform as detailed in the Terms and Conditions.

'Working Day' means the Buyer's usual working days, which exclude weekends, bank holidays, some other days published by the Buyer, or such other days as may be notified to the Company by the Buyer.

This document should be read in conjunction with the Company's Privacy Policy available upon request.

**Limited Warranty:** The Company warrants against defects in materials and workmanship for a period of one year from the date of purchase. This will extend to a maximum of five years provided the Customer has an active subscription with the Company at the time of making a claim. If found to be defective in materials or workmanship during the limited warranty period, the Company will repair or replace the unit at our expense. The Company warrants that it will provide the Services in accordance with the Service Package selected, but does not warrant complete coverage or that the Services will be uninterrupted or error-free. The Company is not obligated to provide the limited warranties or maintenance of services if there has been any unauthorized alteration, modifications, or repairs not performed by The Company. The Company offers a 30-day money back guarantee on all supplied tracker units. (Airtime, activation fees and shipping will not be refunded).

**Exchanges & Returns:** If a GPS unit is found to be defective it may be exchanged for a new unit. The Company will accept returns within 30 days from the date that merchandise was received by the customer. In order to receive a full credit for a GPS unit, they must be unopened or completely intact and include the original packaging. You must arrange for a Return Authorization (RMA) code in advance by contacting The Company within 30 days of receipt of the merchandise. Delivery, shipping and handling, insurance, installation, airtime, activations, and/or other fees for services performed are non-refundable and will be deducted from the amount returned. The Buyer is responsible for all shipping and insurance charges on returns. The unit should be mailed back prepaid by insured parcel post to the Company offices. If the parcel was not insured and the return refused, the buyer is responsible for any loss or damage. In addition, any returned goods which present evidence of having been installed or used, are subject to a 25% restocking fee. The Company makes no further warranty, express or implied, including any warranty of merchantability or fitness. In no event will The Company be responsible for any incidental or consequential damages, including damage to any products.

**Fair Use Policy:** The tracking devices are designed to be installed by a competent vehicle-electrician. The power wires should be connected only as instructed in the supplied installation documentation. Should the vehicle be wired incorrectly you will be advised and failure to correct the wiring will result in either extra charges for data or reduction of the transmission time to account for the extra data.

The Services provided by the Company are subject to a fair-usage policy. This includes though is not limited to; SMS, email and app/web alerts or tracker usage out of defined region; limited to UK, European & USA territories only. Under the terms of this Fair Use Policy, the Company reserves the right to remove, reduce or limit any part of the Service without notification.

**Limitation of Liability:** The Company shall not be liable to the Customer or any other person for any loss or damage caused by any Interruption of services, regardless of cause. The Customer also understands and acknowledges that The Company and its agents and subcontractors disclaim all liability of any nature to customer or their user, whether direct, indirect, incidental or consequential, arising out of customer's/user's use of such systems including, without limitation, loss of service or connectivity to customer/user agrees that it shall have no claims against The Company of any kind whatsoever with respect thereto. Under no circumstance will The Company be liable for loss of data, procurement costs, lost revenue or

profits or for any other special, incidental or consequential charges or damages in respect of such cellular, messaging, tracking, immobiliser or mapping systems even if they were foreseeable or you have informed us of their potential liability. The Company total liability to customer/user for damages under this agreement will not exceed the fees actually paid by customer/user for such systems. The Company's GPS units are capable of tracking within a small radius; however, mapping in some areas may not be precise. The Company's GPS tracking device requires simultaneous access to the GPS satellite systems, the wireless/cellular telecommunications network and the Internet. While these services are highly reliable, they are outside the control of the Company. The Company does not guarantee that access to all of these services will be available at all times. The Company is not liable for any miss use of our products or services in any way shape or form. This includes use of remotely controlled features (not limited to remote-immobilisation) controlled via app/web interface of the Company's service(s); the liability of usage of all remotely-controlled functionality, including any and all consequential damage is entirely the responsibility of the Customer. The Company's tracking devices may not be used to violate the privacy rights of others, or in violation of local, county, state or country statutes. GPS tracking and remote immobilisation may be illegal in certain countries. In no way will the Company, or its subsidiaries or partners be held responsible for inappropriate use of these products and services.

**Service-related Web Content:** If access to any Web Content requires a user ID and password ("Restricted Web Content"), you agree to the Subscription Service Package associated with that Restricted Web Content before accessing it. By accessing the Restricted Web Content, you agree to be bound by the terms of the Subscription Service. You are responsible for maintaining the confidentiality of your user id and password, and you are responsible for any activities that occur under your user id. You may not share, use or disclose anyone else's user ID and password.

**Liability Disclaimer:** The web content may include inaccuracies or typographical errors. Changes are periodically added to the information herein. The Company and/or its suppliers may make improvements and/or changes in the web content at any time. All web content is provided as is without warranty or condition of any kind. The Company and/or its suppliers hereby disclaim all warranties and conditions with regard to the web content, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement. To the maximum extent permitted by applicable law, in no event shall The Company and/or its suppliers be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the web content, with the delay or inability to use the web content, the provision of or failure to provide web content, whether based on contract, tort, negligence, strict liability or otherwise, even if the Company or any of its suppliers has been advised of the possibility of damages. If you are dissatisfied with any web content, or with any of these terms of use, your sole and exclusive remedy is to discontinue using the company web site.

For your easy accessibility the Company may include links to sites on the Internet that are owned or operated by third parties. By linking to such third-party site, you shall review and agree to that site's rules of use before using such site. You also agree that the Company has no control over the content of that site and cannot assume any responsibility for material created or

published by such third-party sites. In addition, a link to a non-Company site does not imply that the Company endorses the site, or the products or services referenced in such third party site.

By submitting material to any of our servers, for example, by e-mail or via the Company's World Wide Web pages, you agree that: (a) the material will not contain any item that is unlawful or otherwise unfit for publication; (b) you will use reasonable efforts to scan and remove any viruses or other contaminating or destructive features before submitting any material; and (c) you own the material or have the unlimited right to provide it to us and the Company may publish the material free of charge and/or incorporate it or any concepts described in it in our products without accountability or liability (d) you agree not to take action against us in relation to material that you submit and you agree to indemnify us if any third party takes action against us in relation to the material you submit. The Company does not and cannot review the content posted by users on its site and is not responsible for such content. The Company may at any time at its discretion remove any content posted by users. All rights reserved.

**Disclosure of Information:** As a matter of policy, the Company does not sell or rent any of your personal information under any circumstances to third parties for their marketing purposes without your explicit consent. All information is collected lawfully and in accordance with the Data Protection Act 1998.

**Legal Requests:** The Company cooperates with law enforcement inquiries, as well as other third parties to enforce laws to help protect all parties from bad actors. Therefore, in response to a verified request by law enforcement or other government officials relating to a criminal investigation or alleged illegal activity, we can (and you authorize us to) disclose your name, city, telephone number, email address, account history (including, but not limited to all stored recording files) without a subpoena. Without limiting the above, in an effort to respect your privacy and our ability to keep the community free from bad actors, we will not otherwise disclose your personal information to law enforcement or other government officials without a subpoena, court order or substantially similar legal procedure, except when we believe in good faith that the disclosure of information is necessary to: prevent imminent physical harm or financial loss; or report suspected illegal activity.

The Company employees who have access to personal information of clients are required to keep the information confidential and not use it for any other purpose than to carry out the services they are performing for the Company.

Due to the existing regulatory environment, we cannot ensure that all of your private communications and other personal information will never be disclosed in ways not otherwise described in the Company's Privacy Policy. By way of example (without limiting the foregoing), we may be forced to disclose personal information to the government or third parties under certain circumstances, or third parties may unlawfully intercept or access transmissions or private communications.

**Stolen Recovery:** Features of the GPS tracking device and Subscription Service include vehicle functionality alerts, warnings and status reports via, SMS and email and mobile-app notification. These are designed as general information services only. This unit should not be used and is not designed to be used for medical, life-saving nor life-sustaining apparatus. Should a vehicle be stolen, the Customer may inform The Company immediately and obtain a crime reference number from their local police force. A fee may be charged for this service dependent on whether this service is inclusive within the Customer's Service Subscription or by a separate Incident Fee.

The Company disclaims all liability of any nature to the Customer or their user, whether direct, indirect, incidental or consequential, arising from action taken in relation to a vehicle theft.

**Payment:** The Customer agrees to pay the Company the Subscription Service rates listed at the time of sale. The Subscription Service rate applies to the initial contract period only and may be changed (increased or decreased) in subsequent periods at the Company option, with prior

agreement. The Buyer agrees to establish a Service Account using a credit card or monthly billing (e.g. direct debit).

You shall pay the Company in accordance with the terms stated at the time of sale, at such place as the Company designates on its bill. Billing for the first and last period shall be based on the number of days the Services are provided in such period. Incremental charges and other service charges, including, without limitation, activation fees and charges for additional access units, are billed in arrears. Except for the amount, if any, of any tax included in this agreement, the prices set forth herein and in the product-brochure are exclusive of any amount for VAT, local or foreign excise, sales, or any duties, customs or similar charges.

**Modification Rights:** The Company reserves the right to change, alter and/or modify any part of the Goods, Services, Subscription Services or Specification provided/delivered without notification. This is not limited to but includes, specification, type and manufacture of GPS tracking device, selection of cellular communications provider and backend mapping and app infrastructure provision, in addition to any provided related Services included or otherwise in the Customers current Subscription Service.

**Contract Period:** The Company will provide the Subscription Service for the Contract Period. For the avoidance of doubt, the Contract Period is the duration of the Subscription Service, which is selected at point of purchase or renewal; whether this Subscription Service is paid for either monthly or annually. The Contract Period may not be terminated early by the Buyer. In the event that the Buyer fails to make a payment which is due to the Company, the Company reserves the right to both terminate the Subscription Service and in addition collect any outstanding fees equivalent to the pro-rated remainder of the Service subscription period plus a 5% early termination fee. The Buyer is liable for all reasonable cost The Company associated with the collection process of your in arrears account.

**New Customer or Tracker Subscription Commencement:** The commencement of the Contract Period for The Subscription Service associated with each tracker shall commence upon receipt of either registration details from the Customer, or six months from purchase date; whichever is the sooner.

**Acceptance of Service Limitations:** Due to number of environmental conditions outside of the control of the Company, the Customer accepts that one hundred per cent coverage and unit operation is not achievable. There may be interference from meteorological or atmospheric conditions. Tunnels, underground structures, tall buildings, enclosed or underground parking or driving areas, faulty installation, low battery and other electrical noises and radio signals from external sources may interfere with the operation of the Service.

Corrective actions at customer's expense may help with these interferences; for example, the vehicle-installation position of the GPS device. The supplied GPS tracking device requires simultaneous access to the GPS satellite signals and the wireless/cellular telecommunications network. While these services are highly reliable, they are outside the control of The Company. The Company does not guarantee that access to all of these services will be available at all times. The Company provides the Subscription Service coverage for UK, European & USA territories only. Any indication of an attempt to operate this the Service outside of this geographic boundary will result in either or both of immediate termination and additional charges unless agreed prior.

**SIM Cards:** Each tracking device contains a SIM card, which provides cellular data and SMS connectivity to operate the service provided by the Company. Unless otherwise instructed, the Customer shall not remove, or permit or allow others to remove, any SIM card from any of the Products. The Customer is responsible for the loss or theft and any consequent (including fraudulent or improper) usage of the SIM Cards. Any evidence of an attempt to misuse the SIM card will result in immediate termination of service.

These terms are governed by the laws of England and Wales and any disputes will be decided only by courts within this jurisdiction.