

# Vehicle Tracking Direct - Terms and Conditions

## Vehicle Tracking Direct TRACKING SERVICES TERMS & CONDITIONS

This Agreement for tracking services ("Agreement") is made between Muirs Travel Ltd t/a Vehicle Tracking Direct, ("Vehicle Tracking Direct") and the user of the Tracking Service (Customer). The Tracking Services ("Services") provide vehicle location and tracking from the Internet via the Vehicle Tracking Direct server and associated software. The Services include a secure logon for accessing and tracking vehicles equipped with a tracking device ("Device") designed to send GPS positions and event notifications (Locates) to Vehicle Tracking Direct.

**Unlawful Use** - Customer agrees not to use the Services or Devices for any unlawful or abusive purpose or in any way that interferes with Vehicle Tracking Direct or the Devices. Customer will comply with all laws while using the Services or Devices and will not transmit any communication that would violate any federal, state, or local law, court, or regulation. Resale of the Services or Devices is prohibited except by authorized Dealers. By using the Services and/or the Devices, Customer agrees to abide by the terms and conditions of any software license agreements applicable to any software associated with the Services or Devices.

**Unauthorized Usage** - Customer may not program or alter any of the Devices other than the normal programmable parameters of the Device. If any Device is stolen or Services used fraudulently, Customer must notify Vehicle Tracking Direct immediately and provide Vehicle Tracking Direct with such information and documentation as Vehicle Tracking Direct may request (including, without limitation, police reports, and affidavits). Vehicle Tracking Direct has the right to interrupt Services or restrict service to any Device, without notice to the Customer, if Customer is using the device in a fraudulent or unlawful manner.

**Returns** - We comply fully with the distance selling regulations for business to consumer sales, business to business sales are covered by a 7 day return agreement if the purchases are not as advertised provided the product has not been used and is returned in "as new" condition.

**Installation** - Customer is responsible for the proper installation and operation of the Device per installation instructions provided by Vehicle Tracking Direct.

**Account Information** - It is Customers responsibility to maintain current and accurate account information on the Vehicle Tracking Direct system and to exercise diligence in protecting Customers logon and passwords.

**Changes** - Vehicle Tracking Direct may amend the terms of this Agreement upon written notice to Customer. If Customer does not agree to the amendment, Customer may terminate this Agreement by providing written notice to Vehicle Tracking Direct within fifteen (15) days of the date the notice was mailed by Vehicle Tracking Direct via Royal

Mail. If Customer does not agree with the amendment but wants to continue Services, Vehicle Tracking Direct will continue to provide Services for the term of the original Agreement provided Customer mails written notice to Vehicle Tracking Direct within fifteen (15) days of the date the amendment was mailed by Vehicle Tracking Direct. If Customer continues to use the Services more than fifteen (15) days after Vehicle Tracking Direct mails notice of an amendment, Customer will be deemed to have agreed to that amendment.

Limitation of Liability - Vehicle Tracking Direct is not responsible for acts or omissions of any other service provider, for information provided through the equipment, for equipment failure or modification, for system failure or modification or for causes beyond the control of Vehicle Tracking Direct. Vehicle Tracking Direct is not liable for (i) service outages; (ii) incidental or consequential damages such as lost profits; (iii) economic loss or injuries to persons or property arising from the Customer's use of the Services, the Devices or any other equipment used in connection with the Devices unless caused by the sole and/or gross negligence of Vehicle Tracking Direct; (iv) the installation or repair of the Devices; or (v) for any act associated with the proper exercise by Vehicle Tracking Direct of rights under the privacy and/or unauthorized usage provisions of this Agreement.

Indemnification - Customer agrees to defend, indemnify, and hold Vehicle Tracking Direct and its affiliates harmless from claims or damages relating to (i) Customer's breach of this Agreement or the Customer's statements made in this Agreement and (ii) the use of the Devices or Services unless due to sole and/or gross negligence by Vehicle Tracking Direct or its affiliates. Customer agrees to pay reasonable legal fees and all applicable costs incurred by Vehicle Tracking Direct in enforcing this Agreement. This paragraph shall survive the termination of this Agreement.

Limitation of Action - Except for actions arising in connection with Indemnification (above), neither Vehicle Tracking Direct nor Customer may bring legal action with respect to this Agreement more than one year after the legal action accrues.

Warranties - Vehicle Tracking Direct makes no express warranties regarding the Services and disclaims any and all implied warranties, including, without limitation, any warranties of merchantability or fitness for a particular purpose. Vehicle Tracking Direct does not authorize anyone to make any warranties on its behalf and Customer should not rely on any such statement.

Assignment - Vehicle Tracking Direct may assign all or part of the rights or duties of Vehicle Tracking Direct under this Agreement without such assignment being considered a change to the Agreement and may provide notice to Customer. As a result of any such assignment, Vehicle Tracking Direct shall be released from all liability with respect to such rights or duties, or portions thereof. Customer may not assign this Agreement without prior written consent of Vehicle Tracking Direct, which shall not be reasonably withheld.

Governing Law - This Agreement is subject to applicable Scottish laws.

Entire Agreement - This is the entire Agreement between Vehicle Tracking Direct and Customer and super cedes any oral or written promises made to the Customer. This Agreement may only be amended as described herein. If the terms of this Agreement conflict with or are inconsistent with the terms of any purchase order or document provided by the Customer, the terms of this Agreement shall control. If any part of this Agreement is found unenforceable or invalid, the balance of this Agreement shall remain intact.