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## Pinpointers Terms and Conditions Of Sale

Pinpointers Telematics ('Pinpointers') is the trading name of SBS Solutions Ltd, registered in England no 4311316. These Terms and Conditions Of Sale will prevail over all other documents or correspondence that may exist between the parties unless agreed in writing.

### Definitions:

**Product** : Vehicle Tracking Unit, Antennas, Cables, Fuses and any other physical equipment deemed necessary at the time of installation.

**Service**: The web based tracking application, Mobile Apps, Reports, Alerts and any other forms of data provided by the Pinpointers Application; Installation, Support, Repair and Replacement of the Product where necessary.

**SIM Card**: The Subscriber Identity Module (SIM) within the tracking unit.

**Customer**: Any individual, company, or partnership entering into a contract for products and services from Pinpointers.

### Prices and Payment Terms

Prices for Pinpointers Products and Services are as stated on the website at the time of purchase, and will be charged as detailed in the Customer Order Confirmation document that is downloaded at the completion of the online signup process, or in the Quote that is emailed to you. The validity period of the pricing will be confirmed on the Order Confirmation or Quote, however if not stated, it will be 30 days from the date of issue. All regular invoices will be paid within 30 days of issue, or before the due date shown on the invoice if earlier. Other pricing for consumables or engineers fees are as described in the Addendum titled Price List.

### Direct Debit Payments

Customers paying by Direct Debit must either complete and send in the Direct Debit Mandate physical form or complete the online forms prior to any goods being dispatched or any Services being delivered. You must ensure sufficient funds are held in your account to allow the Direct Debit to be collected.

Failure to collect any monthly payment via Direct Debit may incur an £8.00 administration charge. Any uncollected fees must be paid via direct bank transfer within 5 working days otherwise the £8.00

administration charge will be added to your account. If payment is not made, or if it is added to the following months collection (at the agreement of Pinpointers) and is again unpaid, access to the Service will be suspended until the account is brought up to date by electronic transfer.

Your Direct Debit must be active throughout the Minimum Rental Term in order to allow continued access to the Service. If your Direct Debit is cancelled for any reason this must be rectified within 5 working days or access to the Service will be suspended.

## Rental Minimum Term and Product Return

All products purchased under a rental model are subject to the minimum term as described for that product, e.g. 6, 12, 24 or 36 months. Customers wishing to cancel a unit subscription before the end of the minimum term must do so in writing or by email, and will be charged all remaining unpaid months in full. In the case of the 36 month rental, early cancellation will incur the following scale penalty charges: in Year 1, 70% of the remaining unpaid fees will apply, in Year 2 60% and in Year 3 50%.

After the Minimum Rental Term has passed, the contract can be cancelled at any time giving 30 days notice and must be done by notifying us in writing or by email. The Customer is responsible for returning the products undamaged and in full working order to Pinpointers, upon which the Monthly or Quarterly Direct Debit will be cancelled, and the final Direct Debit will include any relevant early cancellation or product loss charges should they apply. The Customer may request that Pinpointers sends a qualified engineer to remove the product at a cost which will be clearly communicated to the Customer prior to the engineers visit. Lost, damaged or non-returned Products will be charged at current full retail prices as per the Pinpointers Price List applicable at the time.

## Externally Financed Lease Rentals

All products purchased under an externally funded lease rental contract are subject to the minimum term as described for that product, e.g. 6, 12, 24 or 36 months. At the end of the minimum term the title of ownership of the tracking devices may be transferred to you by one months extra payment of the normal monthly fee, after which your equipment will no longer under warranty.

## Lost Equipment Under The Rental Contract

The ongoing monthly subscription fee for a unit under a rental contract is payable for the full minimum term as detailed above. The product remains the property of Pinpointers until it is returned. If a tracking device is lost (either due to a vehicle being sold or returned to a lease company with the device still installed, or due to the theft of the vehicle) or damaged beyond economical repair the Customer is responsible for the replacement of the unit and the costs associated with its installation into the replacement vehicle. This is the cost of a basic Purchase Option as published at the time. Any existing remaining monthly fees within the minimum rental term can be transferred from the lost unit to the replacement unit. If no replacement vehicle is to be tracked, only the cost of the lost tracking device is to be reimbursed (referred to as the Abandonment Fee described in the Addendum titled Price List). Any remaining subscriptions until the end of the Minimum Rental Term are to be paid as described above.

## Transfer Of Contract To A New Vehicle

If required, Pinpointers can transfer the tracking equipment from one vehicle to another at a cost as described in the Addendum titled Price List. This cost is based upon both the old and new vehicles being made available at the same site at the same time. If the removal and re-installation are to happen at separate times and/or sites the removal will be charged as a separate De-Installation and New Installation as described in the Addendum titled Price List.

Under the Purchase Agreement, the Customer has the option of leaving the old unit in the old vehicle, and purchasing a new tracking unit (and its installation) at the same price as for their original purchase.

Under the Rental Agreement, Product Subscriptions will be carried over from the old to the new vehicle. If the Minimum Rental Term has expired, the Customer has the option of leaving the unit installed in the old vehicle by paying an Abandonment Fee as described in the Addendum titled Price List. In this situation, the Customer has the option of either paying the Rental Unit Replacement Fee as described in the Addendum titled Price List to cover the cost of a replacement tracker (and its installation) or signing up to a new minimum term rental contract without up-front cost.

## Adding Additional Tracking Units To An Existing Account

The Customer can add further products to other vehicles at any time by either informing us in writing or by email or by filling out the online Buy It Now forms, as was done at the original contract commencement.

The additional Products will be delivered and installed as soon as reasonably possible. The subscriptions for the newly added products will carry their own tariff and period associated with the original Purchase or Rental model, and will carry its own Minimum Rental Term.

Under the Rental Model, subscriptions can only be made to terminate co-terminus if agreed explicitly in writing between both parties.

## Title and Ownership Of Products

The Title and Ownership of the Products remains with Pinpointers unless it has been purchased in full by the Customer. The Customer will take all reasonable measures to ensure the Products are kept in good order. The Customer is responsible for the insurance of the Products and remains liable in the event of Theft, Disposal, Damage or any event that renders the Products inoperable. Title in the SIM card will remain that of Pinpointers at all times. Risk in the Products passes to the Customer when the Products are delivered to their registered office address as per the Order Confirmation, whether or not the Products have been installed.

## Delivery And Installation

All Pinpointers Products must be installed by an Approved Installation Partner at the Site agreed to unless explicitly agreed in writing at the time of order confirmation. Otherwise, Customers are not at liberty to install the Products themselves, and any Customers doing so remain liable for any and all loss or damage that may arise.

The Customer will be responsible for the Site on the day of installation and will provide a location that is free from hazards and all necessary utilities such as electricity are easily accessible.

Delivery times quoted will be honoured with all reasonable endeavour. If appointments need to be changed Pinpointers will inform the Customer with at least 24 hours notice. The Customer will make the vehicles available as agreed at the declared installation address and times as agreed. Failure to notify Pinpointers of a change of availability of a vehicle more than 24 working hours (excluding

weekends or public holidays) before a set appointment will result in a Missed Appointment Fee of as described in the Addendum titled Price List.

Pinpointers will not be liable for any loss or consequential loss resulting from late delivery or missed appointments, however all reasonable steps will be taken to honour the agreed appointments. Any concerns regarding the quality of the installation or any complaints about the condition of the vehicle after the installation must be brought to Pinpointers attention at the time of installation or if any defects were not reasonably apparent at the time the Customer must notify Pinpointers as soon as reasonably practicable following discovery of the defect or damage.

Any defect damage to a vehicle as a direct consequence of the engineers attendance or workmanship will be rectified by us as soon as reasonably possible. If approved by Pinpointers the Customer may choose to arrange for the damage to be rectified at their own discretion but all efforts to minimise the resulting costs must be made, such as using the nearest qualified garage or mechanic. We will not be liable for any consequential costs or inflated costs of repairs which are deemed unreasonable.

The Customer will allow Pinpointers or its authorised agents and subcontractors full access to the Site for the purpose of the installation and will indemnify and hold harmless Pinpointers from 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 Pinpointers presence on or use of the Site or the condition of the Site, other than Losses arising directly as a result of negligence by Pinpointers.

During installation, the engineer will make best endeavours to find a True Engine Running feed for the ignition sense to the tracking device. This will enable the Pinpointers system to accurately measure engine idling. If this feed is not available on the vehicle, a switched ignition feed will be used to detect vehicle journeys, which may mean that idling is recorded when the vehicle ignition is switched to the accessory position.

## Customer Self Installation (Fully Wired Tracking Devices)

Pinpointers Products may be installed by the Customer if agreed at the commencement of the contract. Pinpointers will carry no liability for the quality of the installation or any consequential damage or fault with the vehicle as a result of a poor or incorrect installation.

If Pinpointers is subsequently asked to visit a vehicle to rectify a fault that is a direct result of the Customers own installation, we will charge a standard installation fee as published at the time. If the Product is damaged by the Customers self installation the Customer will be liable for its replacement.



## Direct Battery Connection For Self Installed Trackers

Whilst it is usually possible to install the device without completely disconnecting the battery, sometimes disconnection is unavoidable. Pinpointers accepts no responsibility for any vehicle faults caused by the temporary disconnection of the vehicle battery. Customers may wish to use a 'battery saver' device in order to maintain a constant power supply to the vehicle electrics during installation, but Pinpointers do not warranty the use of such equipment. We advise that you have any radio code etc to hand in case this is required.

## Plug and Play Rental Contracts

With our Plug and Play contracts, you only pay an Activation Fee per device and an ongoing monthly service and subscription fee (called the Subscription).

Plug and Play contracts are subject to a 30 day cancellation notice period, there is no long term contracted period. You can cancel the subscription at any time after contract commencement by giving notice in writing or email.

All products purchased under a Plug and Play contract remain the property of Pinpointers and must be returned to us at the end of the contract. An Activation Fee per tracking device will be charged as per your Quote or Order Confirmation. Any monthly subscription fee remains chargeable until the tracking device has been received in full working order at Pinpointers. You are responsible for returning tracking devices via a recorded and insured delivery service.

The tracking devices are under warranty for as long as the contract is in place and the monthly subscription is being paid. Faulty devices will be replaced within 48 working hours. If returned devices are found to be faulty due to interference or damage you will be charged the full device value as detailed in your Order Confirmation letter.

You can optionally purchase the Plug and Play tracking device for the full device value as detailed in your Order Confirmation letter. You are then able to stop and then later on re-start a subscription for a device at will. There is no charge to stop a tracker from reporting, but there is a £5.00 administration fee to re-start it at a later date. You can re-start a sim card in a tracking device up to 12 months after stopping it. Thereafter, it will require a new sim card, which can be done by swapping the device for a new one in the post. This replacement service costs £15.00.

## SIM Cards

The SIM card in the Tracking Device remains the property of Pinpointers at all times. The Customer will take all reasonable steps to protect the SIM card from misuse or abuse. The Customer will not allow the removal of the SIM card from the Product. The Customer is responsible for the cost of replacement of the SIM card due to loss, theft or damage. The Customer is responsible for any costs resulting from the improper use of a SIM card. If Pinpointers has reasonable cause to suspect abuse of a SIM card it may at its discretion suspend and discontinue the Services at any time across all Products supplied to the Customer.

## Intellectual Property Rights

All Intellectual Property associated with the Pinpointers Web Application, the Tracking Device and any Services provided to the Customer remain the title and property of Pinpointers.

## BuyBack Offer

Where a BuyBack Offer has been given to the Customer, the Products must be less than 12 months old and be of merchantable condition when returned to Pinpointers. The amount of the BuyBack offer will depend upon the age of the Device, and will be as described on the Order Confirmation Document. The amount given may be paid in response to an Invoice from the Customer or may be put as a credit against the Customers account with us.

## Warranty Of Products

Pinpointers guarantees that the Products will be free of defects for a period of 24 months from the date of delivery when purchased upfront, or for the entire period of the rental under the Rental Option. The installation into the vehicle is under warranty for 12 months from the point of installation. If the Products become defective during the Warranty Period, and the fault cannot be rectified remotely, Pinpointers will repair or replace the Products within a reasonable time after initial notification of the defect. The Customer must take reasonable steps to make the vehicle available within standard working hours, 9am to 5:30pm Monday to Friday, weekends and Bank Holidays excluded, unless specifically agreed by Pinpointers.

If the Service for a specific unit is unavailable due to a fault with that unit whilst it is within its warranty period we will refund subscription fees on a per day pro-rata basis of the monthly fee being charged for that unit. This will only apply if the unit has been faulty for more than 14 consecutive days.

If the Product is faulty due to tampering or other external factors beyond our control, such as blown fuses or faults with the vehicle itself, the Callout Charge will be chargeable.

Retrospective refunds will not be given for any Product not being operational for any extended periods of time. The Customer is responsible for monitoring the daily correct operation of the Products as there are many valid reasons why a vehicle may be out of service for extended periods of time.

## Warranty Of Services

Pinpointers will use its best endeavours to maintain the Pinpointers Service fully operational and error free. Pinpointers cannot guarantee that the Website will always be fully operational or error free and does not accept any liability for any defects which exist, or for any costs, loss of profits, loss of data or consequential losses arising from use or in connection to inability to use and access the Website.

The Service may be impaired by geographic, atmospheric or other conditions or circumstances beyond Pinpointers control. The Subscriber is entitled to the quality of service generally provided by a service provider exercising reasonable skill and care.

The Service is provided without any warranties or guarantees unless specifically stated. Pinpointers does not provide any warranties in respect of any downloads available from the Website.

Pinpointers makes no warranties in respect of use of the Service outside the parameters indicated by itself, its dealers or agents. Pinpointers is not liable for any fault in the System due to any faults in third party software such as internet browsers or operating systems or other software applications or faults due to computer viruses.

Pinpointers accepts no liability for failures of the Service to operate which are beyond its control, such as failure in network coverage or faults which are GSM network dependent such as failure of delivery of SMS messages or failures in the Internet due to failures on the part of Internet Service Providers.

The Service may provide links to other websites or resources. Pinpointers is unable to accept responsibility for these, neither can it be deemed to have endorsed their content.



Pinpointers cannot prevent suspension of the Service or prevention of access to the System for the purpose of maintenance of the website and the System or in the case of emergency or for security purposes.

As standard, data received from mobile devices is retained and made available on the Pinpointers System for a period of 12 months. Data older than 12 months is deleted from the Pinpointers System. Subscribers are therefore obliged to keep their own archive of historic data more than 12 months old if so required, by downloading it from the Pinpointers System prior to the deletion. The 12 month data retention period can be extended on request - please liaise with your account manager for an up-to-date price list detailing the data retention options available.

## Dashcams

Customers purchasing Dashcams are responsible for registering those Products directly with the original manufacturer. Pinpointers does not directly support these products after they have been purchased, all support queries or issues with faulty products should be carried out directly with the original manufacturer. Customers are responsible for SD card management as per the guidelines given with the dash cam at the time of purchase in order to avoid missing or corrupted video footage.

## Privacy

By subscribing to the Pinpointers Service and applying for a password you will necessarily provide Pinpointers with personal information. By using the System and the Website, you consent to Pinpointers collecting and using this information.

This personal information will not be sold, traded or rented to third parties or to any party unconnected to Pinpointers servants or agents. Customers data may be sometimes used by Pinpointers, their servants or agents to improve the existing service or to notify Customers about new services that Pinpointers deem useful to them. Customers not wishing to receive such information should notify Pinpointers of this by email.

Information collected from customers includes information from customers cookies, log files, demographic information given upon applications for subscription to the Service, information from orders placed with Pinpointers, their servants or agents, feedback from customers use of the Website, complaints, sales information and customers traffic patterns and other information.

Pinpointers may provide to its servants or agents or partners, which may include advertisers, aggregate statistics about its sales, aggregated demographic information, customer traffic patterns

and other site information to third parties, but such statistics will not include any information which could readily identify a Customer.

Pinpointers reserves the right to access and disclose individually identifiable information on a customer to the Service in order to comply with applicable laws in the operation of the Service or to protect itself or other users.

Customer feedback (via the website, or in writing) on any aspect of the System and the Website are welcomed. Such comments are kept confidential and are used for the purpose of improving the System.

If Pinpointers decide to change its privacy policy it will notify such changes on the Website

## Limitation of Liability

By subscribing to the System, the Customer acknowledges that Pinpointers shall in no way be liable for any indirect or consequential loss, damage, cost or expense of any kind whatever and however caused, whether arising under contract, tort (including negligence) or otherwise, including (without limitation) loss of production, loss of or corruption to data, loss of profits or loss of contracts, loss of operation time and loss of goodwill or anticipated savings, even if Pinpointers has been so advised.

## Termination And Breach Of Contract

Pinpointers may terminate the contract with the Customer if they fail to make payments as agreed within the agreed due dates, or if the Direct Debit cannot be collected for any reason, or breaches these Terms in any way and fails to remedy this within 30 days of written notice. Failure to collect more than two Direct Debits in a row of fees that are not paid within 7 working days will result in suspension of login accounts until the overdue amounts are paid. Pinpointers reserves the right to use Debt Collection Agencies to recover unpaid fees after a Breach Of Contract and subsequent Contract Termination, whose fees may be added to the overall amounts due. If we engage the services of a Debt Collection Agency, an administration fee of £25.00 will be charged to cover our administration overheads.

## Subscriber Obligations

### Assignment Of Contract

The Customer may not assign this agreement or their obligations in whole or in part to any other party without the written consent and approval of Pinpointers.

### Governing Law And Jurisdiction

These Terms and Conditions are in accordance with the laws of England and Wales and shall be subject to the exclusive jurisdiction of the courts of England and Wales.

### Monitoring Normal Operation Of Products

The Customer is responsible for monitoring the normal and correct operation of the Products at all time. Pinpointers does not monitor non-operational Products on behalf of the Customer, as there are many valid reasons why a vehicle may be out of use for extended periods of time. Back-dated refunds for Products non operational and not notified to Pinpointers will not be eligible for any refunds of Subscriptions.

### Road Speed Data, Limitations Of Open Source Data

The Pinpointers system offers features that highlight over-speeding events by vehicles on different classes of roads. The underlying data is sourced from OpenStreetMap (OSM), an open source, non-commercial organisation dedicated to creating a publicly available free source of road data. This data is provided 'as is', and is often made up by personal contributions by voluntary members. Whilst every effort is made by OSM to ensure the data is correct and up to date, we cannot guarantee the accuracy of the data. For any over-speeding events reported by the Pinpointers system where you wish to address it with the driver you should first verify the speeds of the road sections either from personal experience or by Google Streetmap, which may also be out of date as Local Authorities frequently review road speeds in their area and often reduce them below the default speed for that road type.

Whilst over 30% of the road data has a road speed marked, the remaining 70% is derived from standard rules as set out by central government. Many roads in the UK are of type 'unclassified', and as such a default 60mph speed limit is assumed.

Please ensure you have selected the correct vehicle type in the Unit Admin box for each vehicle to ensure the correct maximum speeds are used for your vehicle types.

For your reference, the following is an extract from the Department Of Transport website (correct as of September 2017) for the UK Highway Code.

<b>Category</b>	<b>Built-up area</b>	<b>Single carriage way</b>	<b>Dual carriage way</b>	<b>Motorway</b>
Cars and motorcycles (including car-derived vans up to 2 tonnes max laden weight)	30 mph (48 km/h)	60 mph (97 km/h)	70 mph (113 km/h)	70 mph (113 km/h)
Vehicles towing caravans or trailers inc cars, motorcycles, goods vehicles up to 7.5 tonnes MLW	30 mph (48 km/h)	50 mph (80 km/h)	60 mph (97 km/h)	60 mph (97 km/h)
Buses, coaches, minibuses up to 12 metres (39 ft)  Goods vehicles up to 7.5 tonnes MLW	30 mph (48 km/h)	50 mph (80 km/h)	60 mph (97 km/h)	70 mph (113 km/h)
Buses, coaches, minibuses over 12 metres (39 ft)  Goods vehicles over 7.5 tonnes MLW	30 mph (48 km/h)	50 mph (64 km/h)	60 mph (80 km/h)	60 mph (97 km/h)

Limits for Goods Vehicles over 7.5 tonnes in Scotland are lower on Single and Dual Carriageways, at 40mph and 50mph respectively. We do not currently apply these lower limits to speed data collected from the tracking devices whilst in Scotland, the general England limits are used.

End Of Document



## Addendum - Price List - Updated June 1st 2017

These prices supercede all previous prices unless otherwise stated.

### Service/Callout Fees

Same Visit/Same Site Product Deinstallation and Re-installation: £95.00.

Individual Service Callout Fee or Deinstallation: £55.00

Individual Installation: £75.00

Missed Appointment Fee: £40.00 per job

### Other Fees

Product Abandonment Fee: £45.00

Rental Unit Replacement Fee: £99.00

All prices quoted exclusive of prevailing VAT.

E&OE.

End Of Addendum.