

September 2020 V3.4

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 ('Terms') will prevail over all other documents or correspondence that may exist between the parties unless agreed in writing.

Definitions:

Business Day: a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

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

Product: Vehicle Tracking Unit, Antennas, Cables, Fuses, On-board Diagnostics (OBD) 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.

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 and/or dashcams may be transferred to you by one months extra payment of the normal monthly fee, after which your equipment will no longer be under warranty.

Lost Equipment Under A 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, shall, subject to the Limitation of Liability clause, be 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 take all reasonable steps 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 (to the extent permitted by the Limitation of Liability clause) 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.

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. Without prejudice to the Limitation of Liability clause, 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. Without prejudice to the Limitation of Liability clause, 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.

OBD Devices

In rare instances the OBD tracker may cause minor warnings to occur on a vehicle. This may occur because most modern vehicles use the vehicles OBD system to monitor many components, and the presence of a third party OBD tracker may cause readings that the vehicle misinterprets as a problem.

In the event of any such problems with your vehicle, please remove the OBD tracker immediately and send it back to us for a replacement with an alternative Plug and Play tracker, or a fully wired tracker.

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.

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.

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.

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. Subject to the Limitation of Liability clause, 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. Without prejudice to the Limitation of Liability clause, 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.

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. Customer 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.

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

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.

Limitation of Liability

References to liability in this clause include every kind of liability arising under or in connection with these Terms including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

Nothing in this clause shall limit your payment obligations under the Contract.

Nothing in these Terms and conditions excludes or limits Pinpointer's liability from any liability which cannot legally be limited, including but not limited to liability for:

death or personal injury caused by negligence;

fraud or fraudulent misrepresentation; and

breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

Subject to the above clauses, Pinpointers will not be liable to you for:

loss of profits.

loss of sales or business.

loss of agreements or contracts.

loss of anticipated savings.

loss of use or corruption of software, data or information.

loss of or damage to goodwill.

indirect or consequential loss.

Pinpointer's total liability to you under or connected with these Terms shall not exceed one hundred and twenty-five percent (125%) of the price paid or the price payable for the Goods and/or Services for any one event or series of connected events in any 12 months for all claims arising within 12 months of the date the first event of liability arises.

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.

Data Retention Under GDPR

Pinpointers will retain your tracking data for a maximum of 12 months (or less for certain subscription types, please check your contract paperwork) whilst you are a paying customer with an active contract and active Direct Debit.

When tracking devices are removed from your account, due to sale or disposal of a vehicle, or simply cessation of tracking for a specific vehicle or asset, you will receive a system generated email stating that all historical data for each tracking unit will be fully and permanently deleted after 30 days. If you wish to retain the data for the full and normal retention term you must explicitly instruct as in writing or by email before the 30 days has elapsed.

Data Retention At End Of Contract

In the event of a full cancellation of your tracking contract with us, whether by choice or due to a breach as set out above, Pinpointers will fully and permanently delete all tracking data after 30 days after the end date of your contract, which will normally be from the point of receipt or your written instructions to cancel your entire contract.

General

Entire agreement

These Terms constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

From time to time we may need to amend or supersede these Terms, in which case we shall notify you of the proposed changes and, unless you tell us to the contrary within 14 days of such notification, the changes or new Terms will come into effect.

Variation

No variation of these Terms shall be effective unless it is in writing and signed by both parties (or their authorised representatives).

Waiver

A waiver of any right or remedy under these Terms or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

Failure or delay by Pinpointers to exercise any right or remedy provided under these Terms or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under these Terms or by law shall prevent or restrict the further exercise of that or any other right or remedy.

Severance

If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any

modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Terms.

Force Majeure

Notwithstanding any other provision in these Terms, Pinpointers shall not be liable to you for any delay or failure to perform any of our obligations in these Terms to the extent that such delay or failure is as a result of circumstances that are beyond our reasonable control.

Notices

Any notice given under or in connection with these Terms shall be in writing and shall be:

delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

by email to the address specified at the time an order is placed with Pinpointers.

A notice shall be deemed to have been received: if it was delivered by hand, at the time of service; if it was sent by post, 48 hours after it was posted; and if via email, once it has been transmitted.

This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

Third party rights

These Terms do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

Assignment of Contract

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

Pinpointers may assign, transfer or subcontract any or all of our rights and obligations under these Terms without any requirement to obtain consent from the Customer.

Governing Law and Jurisdiction

These Terms, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with, the law of England and Wales.

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms or its subject matter or formation.

Subscriber Obligations

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.

End Of Document.

Addendum - Price List - Updated September 1st 2020

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.