

**TECHVEZOTO LIMITED, COMPANY NO. 13648242
SADLER BRIDGE STUDIOS, BOLD LANE, DERBY, ENGLAND, DE1 3NT**

1) Definitions

“Products “or “Units” or “Equipment”	means any hardware, software, methods and consumables provided by Us
“Service Charge”	means the service charges for the use of the service set out in our Website from time to time
“Service Subscribed to”	means the telematics services that come with Remote Download, GPS Vehicle Tracking, Vehicle Tags, software, hardware, products, ancillaries and consumables ordered and subscribed to
“The Service”	means the software application
“You” or “Yours”	means any user of the Website and/or The Service, products, processes, software, hardware, or support services
“User”	means any licensed user of the Website or the application or service, products, processes, software, hardware, or support services
“We, Our or Us”	means TechVezoto Limited
“Website”	means the website, server, domain, links and virtual addresses including software hosted by TechVezoto in respect of provision of the Software Service subscribed to
“SIM”	means the “Subscriber Identity Module”
“Vehicle”	means all mode of transport and their attachments, including trailers, haulers etc. and is not limited to land vehicles.

2) Terms and Conditions

- a) The terms and conditions set out below shall govern the contract between us including Your use of the Website, app and the information contained on the Website/App and/or any Products or Services that You rent or purchase from us.
- b) When You access the Website or app or purchase any Services or Products from Us You agree to be bound by these terms and condition which shall prevail over Your own terms and conditions.
- c) We reserve the right to vary or modify these terms and conditions including without limitation to increase our Service Charge from time to time.
- d) We reserve the right to vary, change, temporarily or permanently withdraw or suspend the Website and/or app (or any part of it) without any liability to You or any third party.
- e) The Website and app are an internet-based service which provides access to the Service which provides the user with access to the service subscribed to, including telematics, real time Remote Downloads and /or Vehicle/Vehicle Tracking). Whilst we shall use all reasonable endeavours to ensure that the Website and app are available at all times we do not guarantee that the Website/App will be free from service interruptions, data or telecommunication failures and we shall not be liable to You or any User for any service interruption suspension modification or discontinuance of the Website/App whatsoever.
- f) We hereby grant to the User a non-exclusive license to use The Service on these terms and conditions.
- g) You agree to pay the Service Charges and provide Us with Your completed direct debit mandate. On receipt of Your direct debit mandate either by post or via the Website You will be licensed to use The Service until Your use of The Service is terminated.
- h) We shall issue a password to the Users nominated by You and once we issue the password it shall be Your responsibility to issue pass codes to the other nominated Users in Your organization.
- i) It shall be Your responsibility to keep the user identifications and passwords secure.
- j) You must promptly inform us if there is any unauthorized use of Your password or The Service application.
- k) We shall not be liable for any loss or damage You may suffer or incur as a result any unauthorized use of Your password if You have failed to keep Your password secure.
- l) You shall be responsible for the management, control and use of any data held on the Website/App which relates to Your organization including without limitation all Users authorized by You to use The Service.
- m) We shall not be liable to You for any loss or damage You may suffer or incur as a result of any act, omission or mis-use of the Website/App or such data held on the Website/App by You, Your representatives or agents.
- n) We reserve the right to vary, change or modify any Products or Services that we supply even after You have placed Your order provided that the functionality and performance of the replacement Product or Services is equivalent to the Products or Services ordered.
- o) We may refuse to process a transaction for any reason or refuse service to anyone at any time at our sole discretion.

3) Restrictions

- a) You shall not;

- i) use or copy the software otherwise than in accordance with the terms of this license;
- ii) breach any other term of this license;
- iii) incorporate the software into any other software developed by You; or
- iv) decompile or reverse engineer software or make any other attempt to discover the source code of the software for any purpose.

4) Intellectual Property Rights

- a) All copyright, trademark, design rights and patents and other intellectual property rights vested in the application, the Website (including without limitation the source and object codes) and the Products whether registered or not belong to TechVezoto Limited.
- b) The User's details and any related data held on the Website/App pursuant to the User's use of The Service shall belong to the appropriate organization or User.

5) Payment and Charges

- a) You shall pay the Service Charges to us every month in advance or on invoice. Payment terms must be adhered to and time for payment is of the essence. Payment must be made in full without any set off, counterclaim or any similar deduction.
- b) We reserve the right to suspend or cease the provision of The Service without any notice if the Service Charges are not paid by the date due for payment.
- c) The price of the Products shall be the price set out in our agreement or on our website or as notified to you by your sales agent, from time to time and payment for any Products and any associated delivery costs must be received in full in cleared funds before any Products are dispatched.
- d) If You require express delivery of the Products, we reserve the right to charge You for any additional administrative and delivery costs that we incur.
- e) You will pay the charge for:-
 - i) Completed work
 - ii) Incomplete work where engineer attended site and unit was not available for installation or de- installation, or unit arrived too late, or vehicle tachograph heads needs calibrating for compatibility purposes (this is not a complete list)
 - iii) Return visits which are necessary because the vehicle was not available on the agreed date/ time
- f) Charging for the Service will commence from the point the device has been activated and shipped, irrespective of the installation date.
- g) The advance payment, service and installation fees for the equipment are non-refundable.
- h) Support
 - i) Fault finding will initially be carried out via remote diagnostics. From time to time, You might be required to perform maintenance tasks as expressly requested by Our personnel, such requests to be made solely at Our discretion, if You decline to act on instructions, or the requested action has not resulted in a resolution, then We reserve the right to charge for any subsequent visit or part.

6) Delivery, Title and Risk

- a) Title in any Products supplied by us remain with TechVezoto Limited
- b) Risk in the Products passes to You on the date when delivery is first tendered to You.
- c) We shall endeavour to deliver the Products within 30 days of Your order but any delivery time stated by us is not guaranteed and delivery times shall not be of the essence.

7) Disclaimer

- a) Whilst we shall make all reasonable endeavours to maintain the functionality of the Website or App, we do not warrant or undertake that the Website/App will not be virus free or will not suffer from interruptions from time to time.

8) Limitation of Liability

- a) Save for death or personal injury caused by our negligence or as otherwise set out in this agreement our entire liability to You for any indirect, direct or consequential damages shall be limited to the amount paid for the Product (in respect of a Product purchased online) or in respect of the use of The Service 10% of the amount of Service Charges paid by You in the preceding 12-month period.
- b) If the Products are damaged or defective or the incorrect quantity has been delivered, we shall have no liability to You unless You notify us in writing of the problem within 7 days of delivery,

- i) If You notify us of damaged or defective products within the 7 day period; our only liability to You will be to replace or repair the damaged or defective Products.

9) Termination

- a) That minimum duration of the services/products provided by TechVezoto through packages such as TechNorn will be for 2 years, commencing from the date of the activation.
- b) However, we reserve the right to terminate this agreement immediately if;
 - ii) You are in breach of any provision set out in clause 3)a)i) 3)a)iii) or 3)a)iv)
 - iii) You fail to pay the Service Charges on the due date;
 - iv) You are in breach of sub clause 3)a)ii) and, if such breach is capable of remedy, You fail to rectify such breach within 30 days of Us notifying You of the breach requiring remedy;
 - v) You cease or threaten to cease carrying on Your business;
 - vi) You become insolvent or a receiver, administrator or similar is appointed over all or any part of Your assets;
 - vii) You make any arrangement with Your creditors; or
 - viii) You go into liquidation.
- ix) Either party may terminate the agreement at any time by giving written notice by such a method that proof of receipt by the other party can be provided on request.
- c) TechVezoto Limited owns the equipment, upon termination (initiated by either party) and when the equipment is supplied to You on a monthly rental:
 - x) You must arrange, at Your expense, the return of the unit(s) to Us.
 - (a) You will be liable for the goods whilst in transit.
 - (b) Where applicable, an onsite charge for our personnel to de-install goods will be levied. The charge to de-install will be the same as the installation charge advertised on our website.
 - xi) The unit(s) must be returned complete (i.e. With all necessary cables, antenna and connectors they were supplied with) and in good working order. Failure to comply with this term will result in a charge being levied per failed and missing unit or component
 - (a) Prices for the failed and missing items can be obtained from the website or from TechVezoto customer service.
 - xii) You must ensure that You obtain proof of our receipt for every item returned.
 - xiii) You must mark the vehicle as "left or deactivated" on the database
 - (a) Failure by You to do this may put You in breach of the GDPR, e.g., you sell the vehicle with tachograph remote download equipment in and you then receive the driver data from the new company/driver
 - xiv) Billing will cease 45 days from receipt of goods
 - xv) If you sell the vehicle, you MUST de-install the unit and return the equipment to us with all aerals/connectors in good working order. Failure by you to manage this properly may put you in breach of the GDPR (e.g., you sell the vehicle with the equipment in and you then receive driver data from new the company/driver).
 - xvi) where you reinstall/move equipment to another vehicle, you MUST let us know which vehicle you are transferring it to in your fleet

10) General

- a) We shall be entitled to assign the benefit of this agreement to any third party but You may not assign this agreement unless You obtain our prior written consent and comply with any condition that we may reasonably impose with regard to such assignment.
- b) This agreement shall be governed and construed in accordance with the laws of England and the parties shall submit to the exclusive jurisdiction of the English courts.
- c) The basis of this agreement is on the reasonable assumption that this is a business-to-business transaction.
- d) In the event that any part of this agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable then the parties shall amend that provision in such reasonable manner as achieves the intention of the parties or We may at our discretion sever the offending provision whereupon the remainder of the agreement shall remain in full force and effect.
- e) All prices quoted exclude v.a.t.
- f) Please inform TechVezoto Limited of any vehicles that have or will require any other third-party technologies, e.g., on-board snap-shot; such devices might interfere with the GPRS signal and alternative modes of installation may have to be considered.

11) SIMs

- a) You accept that the supplied SIM is for use only with unit as supplied and undertake to ensure that it is not tampered with or transferred to any other device.
- b) You understand that the SIM provided is a UK solution, use outside of the UK (if enabled) will be subject to an extra charge and will be subject to a minimum 12 month contract term.
- c) If the monthly data allowance is exceeded, you agree to pay TechVezoto Limited for all additional charges incurred at the price in force at the time, as laid down by the SIM provider.
- d) You understand that the SIM charges will be subject to price changes as imposed by the provider (the provider being a 3rd party company providing Network SIM, such as Orange or Vodafone). TechVezoto Limited will pass on any increases and endeavour to advise any changes in advance (where advance notice is given by the provider)
- e) You must report any lost or stolen cards to Us immediately, this notice must be sent by such a manner that proof of receipt by TechVezoto Limited can be produced on request.
- f) You understand that TechVezoto Limited reserve the right to cease the service in cases of non-payment.

12) Support

- a) In the event of a unit not working properly we will require you to advise the status of the three lights on the device (where applicable). We may also ask you to perform some basic maintenance tasks to assist in diagnostics and repair (including but not limited to checking fuses etc). Non-compliance on these points will hinder resolution.
- b) Onsite visits/parts will only be provided at our discretion and will be subject to a charge.

13) Third Party

- a) Please inform TechVezoto Limited of any vehicles that have or will require any other third-party technologies, e.g. on-board snap-shot; such devices might interfere with the GPRS signal and alternative modes of installation may have to be considered.
- b) *The TecNorm* interfaces with the on-board Tachograph Head (and the onboard CAN for Advanced Telematics). These vary from manufacturer to manufacturer, model of vehicle, year of manufacturer etc. **You are required to provide us with a comprehensive list of the vehicles taking the units prior to installation.**

(That this document consists of 04 pages)

You hereby agree to the terms and conditions mentioned above:

Date: _____

Company Name: _____

Company Registration No: _____

Employee Name: _____

Company Address: _____

Signature: _____