

Terms and Conditions

Agreement

Parties:

1. Beakon (the "Seller")
2. The customer (the "Customer")

Background:

1. The Seller sells GPS tracking hardware. These devices, when sold, become the Customer's property. The Customer is able to use this:
 - a. on a GPS tracking server of the Customer's choice (and therefore the Customer entirely arranges its own server, sim card, tracking methods and pays all mobile data and/or messaging costs), or,
 - b. where available, the Seller may offer the Customer a service to track the GPS devices online using a server. This is referred to as the Seller's "Server". Noting that;
 - i. the availability of the Server is not indefinitely guaranteed
 - ii. the suitability or availability of any hardware is not indefinitely guaranteed
 - iii. the accuracy and availability of the Server is not functionally capable of being error-free

Server Agreement:

Outline

1. The background to the Server is it allows a customer to track their tracking hardware installed in vehicles or other supported devices on an online server.
2. The Seller will provide the Customer with a website to track online.
3. In exchange, the Customer will pay a fee to the Seller.
4. Use outside of New Zealand is prohibited and any costs incurred in doing so will be charged to the Customer at 8x the rate incurred by the Seller plus a fee of \$800 minimum per device set by the Seller.
5. The Customer is responsible for:
 - a. Maintaining the privacy and security of any data and all aspects of any account
 - b. Keeping information about the service confidential (including but not limited to: login details and passwords)
 - c. Any unauthorised and/or inappropriate use of their account
 - d. Regularly downloading and backing up data from the server on a weekly basis.
 - e. Immediately informing the Seller in writing if it believes its security, data or information has been compromised.
6. Where it is mentioned in this agreement that written notice is to be provided; it will be noted that email communication is equally acceptable as written notice.

Pricing and Payments

1. The Seller will set the pricing, payment method(s), terms and other payment matters.
2. Where the Customer has a billing arrangement with the Seller and there are charges or costs payable, the Seller may charge these through the billing arrangement.
3. The Customer is required to make payments on time. Interest at a minimum of 18% per annum, debt collection and collection costs can be added to unpaid accounts.
4. The Seller is entitled to charge fees for following up unpaid accounts and/or where payment details are not properly advised.
5. Where payment is not received on time or payment details are not set up adequately, the Seller may suspend, restrict or cancel access to services. It may do so without warning. This may also result in loss of data for the Customer.
6. As an alternative to termination or suspension, The Seller may choose to continue services at its own discretion and the Customer would be charged fees and incur them. Or the Seller may require to continually charge the

Customer without provision of services.

7. Services may be restricted or not restored until an account is paid in full and the Seller has had time to administer re-establishment. However, re-establishment is not guaranteed and may result in permanent termination, inability to access services, or the Customer having to arrange a new installation and/or reconnection and this will be at the Customer's cost.
8. If there is an outstanding balance for any product or service the Seller reserves the right to charge that amount to the Customer's payment method. However, this may not always be possible – and the Customer may be required to pay by direct credit. For any late payments, the Seller reserves the right to charge minimum 18% interest per annum plus any collection costs.
9. The Seller also the right to appoint a credit collection agency for any matter.
10. Any time taken or charges incurred by the Seller to dispute payments, or recover late paid accounts will be charged to the Customer and the Customer will be liable for this.

Operations

1. The Seller is not able to guarantee continuous uptime and/or regular access to the Server.
2. The Seller is not able to guarantee the accuracy of data or information.
3. The Seller advises that un-interrupted, nationwide, and/or error-free services are not able to provided.

Termination

1. The Customer must give the Seller 30 days minimum written notice in writing by email for termination of the Services. Where such notice has been received into a spam/junk folder, it remains the Customer's responsibility to follow this up and the Seller will only be deemed to have validly received notice when it has validly received such an email in its inbox and not in spam/junk.

Where a Customer terminates; no refund would be provided.

2. Even where the Customer provides the notice required, the Seller may require the Customer to complete up to a further full calendar month of services depending on where in the cycle it requested termination.
3. The Seller may terminate the agreement in part or in full, or any / all aspect or provision of its services by giving notice to the Customer in writing with 3 calendar days notice.

The Seller is not liable to credit or refund the Customer or provide continual service.

The Seller is not liable for any damages, losses, refund of product, fees, assistance in selecting a new provider or any other matter.

4. The Seller is able to terminate any services no matter what the payment method or frequency may be of a Customer is. For example, termination by the Seller part way through a monthly or annual payment cycle is acceptable. The Seller is not guaranteeing being able to provide any services till the end of any term.
5. Where the Customer has breached the agreement, the Seller may terminate the agreement in part or in full immediately.

Privacy

1. The information obtained about the Customer and their affairs may be used for operational, management, research and other purposes.
2. Data may be held overseas and not have equal provisions or protections that would be offered by New Zealand's Privacy Act 2020.
3. The Seller may disclose information for the purposes of arranging installations, deliveries, court orders, reference checks & credit reporting (as well as making any inquiries which hereby the Customer agrees to be done without notice).
4. Where the Seller or its associates disclose personal information to third parties located outside New Zealand, the Customer agrees to this and acknowledges that they may be located in a jurisdictions that may not have comparable data protection laws to those in New Zealand.

Variation and Terms

1. Should the Seller wish to change any aspect of the pricing, payment methods, or any other matter as it sees fit, it may do so by providing 5 days minimum written notice to the Customer. If the Customer does not accept the

pricing increase at the date that is specified by the Seller, it may terminate the agreement with 30 days notice, or longer if the Seller chooses so.

2. The Seller is entitled to change or terminate any aspect of the services or this agreement or its terms, conditions, policies or any other matter with 2 calendar days notice. It can choose to supply such information or publish it on a web page of its choosing. This will be at the sole discretion of the Seller.

Installers

1. Where the Seller arranges installation, whether directly or indirectly, and/or puts the Customer In touch with an installer, the Seller will in no way be liable for the acts, errors, damage, or any other matter of the installer. The installer is in direct contract with the Customer and the Seller is arranging to be reimbursing the installer.
2. The Seller is not responsible for any costs, damages, accidents, additional fees or costs, or actions of the installer. The installer is directly liable to the Customer.
3. The installer is not the agent, contractor or subcontractor of the Seller.

Additional Provisions

1. The Seller may assign its obligations, duties or any other matter it sees fit to another organisation.
2. The Seller may provide information to other organisations in assisting with business operations, facilitating any managerial or business sale process, transition, or any other matter it sees fit.
3. The Customer may not assign its obligations, duties or any other matter to another organisation.
4. Any changes of ownership or business details must be notified to the Seller in writing immediately. The Seller will hold discretion over a possible transfer, associated charges, or willingness to continue offering services.
5. The Server, hardware, or any product or service by the Seller is not to be used as part of any reliance on personnel, security/ health and/or safety programme. Doing so would be violating/contravening the utility of the device and/or service(s).
6. The Seller cannot guarantee a fail-proof system for any matter. This includes but is not limited to:
 - a. tracking and/or vehicle / equipment recovery and/or tracking of possessions, equipment personnel, vehicles or any other matter.
 - b. providing tracking information
 - c. calculation and/or reporting of any information or data including but not limited to:
 - i. mileage
 - ii. kilometers
 - iii. speed
 - iv. trips
 - v. distance
 - vi. address
 - vii. timings
 - viii. dates
 - ix. reminders
 - x. road user charges
 - xi. warrant of fitness
 - xii. certificate of fitness
 - xiii. driver or vehicle details
 - xiv. insurance
 - xv. registration periods
7. The Seller may vary these terms and conditions, or any aspect of its agreement. In doing so, it will either update its website. If the Customer does not accept such variation then it can elect to cancel with 30 days notice. No refund is provided in the event of cancellation.
8. The Customer authorises the Seller to make any inquiry (including but not limited to: credit checks, reference checks), on the Customer or any of its personnel.
9. The Customer must immediately inform The Seller of any changes to contact details or any other business information. This is to be supplied in writing.
10. Where a message by the Customer is not received by the Seller, such as being received into a junk mail folder, this will be deemed as not received by the Seller.
11. The Seller advises that:
 - a. It does not warrant our products or services will be operate on a continuous or error free basis, or at any particular time or location, or be secure or private. It takes no responsibility for and has no liability for any unavailability of its products and services, corruption or loss of data or transmission of viruses or losses relating to these events

- b. It takes no responsibility or liability for any events which are inside or outside our control including server, communications and hardware failures relating to our websites and services.
 - c. It does not guarantee continuous uptime
 - d. It does not guarantee continuous coverage
 - e. It does not guarantee data retention or records
 - f. It does not guarantee error free reporting.
 - g. It will use its efforts to provide an accurate (public) website and information but does not guarantee it to be error-free.
12. It is the Customer's responsibility to ensure that it continually accesses the Server and understand that the reporting is a rough indication however is by no means error free or able to be, function or designed to be fully accurate.
 13. The Customer agrees that any and all liability and responsibility of the Seller (including its officers, employees, authorised subcontractors, resellers or representatives) as a result of or arising from the Customer's use (or any third party) of its websites, its content, products or services, is excluded to the maximum extent permitted by law. To the extent permitted by law; the Seller's liability and responsibility is excluded in respect of any and all loss or damage, whether direct or indirect, including, without limitation, loss or profits, loss of data, loss of business and consequential and indirect loss.
 14. To the extent permitted by law; in no event will the Seller (nor its officers, employees, authorised subcontractors, resellers or representatives) be liable for any incidental, special, consequential, direct or indirect damages arising out of or relating to the use or inability to use any aspect, good or service related thereto including, without limitation, damages or loss or corruption of data or programmes, service interruptions, and / or procurement of substitute services even if the Seller knows or has been advised of the possibility of such damages. Under no circumstances will the Seller's aggregate liability on any firm of action whatsoever in connection with this agreement and the goods and services provided within exceed the price paid by the Customer to the Seller in the last 2 months.

Transfer Within Customer

1. The Customer may be liable for a minimum fee of \$50 for transferring any device to another vehicle or equipment that is owned by the Customer. This is for the administration aspect and does not include any physical, installation or labour costs. Noting that, the Seller may restrict the ability to transfer.

Usage

1. The Service is provided includes a small amount of data which would run a GPS tracking service for the Seller's server at an interval and operation determined by the Seller.
2. The data available is at a set amount determined by the Seller and not to exceed 10MB a month or any other amount reasonably determined by the Seller without notice at any time. The Seller may also execute and/or implement a "Fair Use Policy" at any time without warning.
3. It is strictly prohibited for the Customer to intentionally or unintentionally use the Services, sim card outside these parameters, nor in a way that would be beyond what would fulfil the standard GPS tracking operation.
4. The Service does not include text message tracking, additional tracking, and/or use of the sim card for any other reason.
5. Should the Customer violate the usage, or use it outside these procedures and protocols, the Customer will be immediately required to pay an administration fee of \$150 per day or per incident (whichever is greater) plus fees at a minimum of:
 \$20 per megabyte within New Zealand
 \$10 per text message within New Zealand

 Overseas is to be charged at 8x the rate that the Seller incurs plus a minimum amount of \$500
6. The Seller may restrict the Customer's use without notice and/or charge for such misuse whether intentional or unintentional.
7. The Service and the product of GPS trackers should not be considered related. For example, a faulty GPS tracker does not entitle the Customer to free tracking until resolution. The Customer also cannot claim a refund on the GPS tracker, should any services or systems be unavailable – temporarily or permanently.
8. If a Customer has faulty GPS tracker, or other hardware, paying the subscription fee does not entitle them to replacement or repair on the device.
9. Any hardware has their own limited warranty of being dead on arrival due to manufacturer fault, which does not include shipping and/or -installation costs. Warranty does not include damage caused directly or indirectly by

an installation, vehicle, equipment or any other matter no matter who performs it.

10. The Seller may apply a fee of a minimum of \$150 per device for re-connecting devices e.g. if the service has been suspended or account has been unpaid, or any other scenario we deem fit. It does not guarantee reconnection.
11. The Seller does not guarantee that the hardware will indefinitely work. The Customer is responsible for all costs, upgrade costs, repair costs, delivery and installation.
12. The Seller accepts no responsibility for incorrect representation including all subsequent data and information provided directly or indirectly the goods or services. This includes but is not limited to use of data and information provided within our goods and services to third party entities for the purpose of calculating Road User Charges or any other calculation or information.
13. The Seller provides limited email based support and a basic how to guide. Additional training, discussions, fault investigation, administration or services are available at the discretion of the Seller at a minimum of \$150 per hour payable by the Customer in advance.
14. The Seller may charge for fault investigation at \$150 per hour minimum where the fault is not at that directly of the Seller.
15. The Seller does not guarantee that the services or Server will operate on any device, vehicle, or equipment.

Transfer Within Customer

16. The Customer is not permitted to transfer the tracker or any devices without prior written permission of the Seller. Should the Seller allow such a transfer, it may require a payment of fee.
17. Payment for tracking charges is not transferrable between trackers, devices, vehicles or any other matter.

Miscellaneous

18. The Seller may set up a billing term, such as monthly or annually, but is unable to guarantee the provision of services until the end of that term. Should the Seller deem it necessary to end services provided in its discretion it may terminate the arrangement before the end of the term and provide a partial refund.
19. The Customer agrees to immediately inform the Seller of any change in name, address, contact detail, ownership, etc. Ownership transfers are subject to approval by the Seller.
20. The Customer understands that whilst GPS trackers can be helpful in the event of understanding vehicle/vehicle use, vehicle/property theft, misplacement, or mis-use; the Seller (nor its associated parties) cannot guarantee it as a fail-proof system for any tracking, tracking and/or vehicle recovery and/or tracking of possessions, personnel and vehicles.
21. The GPS tracking service and the product of GPS trackers should not be considered related. For example, a faulty GPS tracker does not entitle the user to free tracking until resolution. The Customer also cannot claim a refund on the GPS tracker, should the service be unavailable – temporarily or permanently. Furthermore, if the Customer has a faulty GPS tracker, paying the subscription fee does not entitle the Customer to replacement or repair on the device.
22. GPS trackers have a limited warranty of being dead on shipment from the Seller with no further guarantees, and no warranty for a faulty installation, which does not include re-installation costs.
23. The Customer will hold harmless and indemnify the Seller for all liabilities, claims, losses, damages, costs or expenses resulting from any claim or action by itself or any other party in relation to the goods or services the Seller provides.