

TERMS OF SERVICE

By using Beakon Tracking or any Beakon product or service, (the 'user') are acknowledging that you have read and understood Beakon 's Terms of Service and have agreed to be legally bound by them. These Terms of Service may be changed or revised from time to time by Beakon or its affiliated partners.

In this document, the user of the products may be referred as 'you', 'user', Beakon may be referred as 'us', 'we' or 'Beakon'. Giving notice in writing may be electronically or in print.

1. Account access

- 1.1. Your password should not be shared and we assume that every act, omission or transaction undertaken using your username and password is fully authorized by you.
- 1.2. It is your responsibility to maintain the confidentiality of your username, password and account access information and to advise Beakon immediately in writing if you believe the integrity of your security and account access has been compromised.
- 1.4. You are responsible for the consequences of any authorized and/or unauthorized use of your username and password.
- 1.5. If you have lost your login details please contact us by email. If you changed your password when the tracker was installed it is your responsibility to securely retain those details. If you have lost your password in certain cases a new tracking account will need to be set up and you will lose the tracking data from your old account. A fee may apply.

2. Payment terms and service fee

- 2.1. The service fee per device gives you access to Beakon's tracking server with basic limited email support. Ongoing training and/or phone support is not included. If you have chosen a plan with an included sim card and/or data plan, Beakon will provide this to you for the purposes of GPS tracking. The services cannot be used for any other reason – otherwise fees and penalties, quadrupling the amount, plus a \$200 administration fee will be incurred. Unless explicitly stated, Beakon will not be liable for costs for SMS or telephone tracking, and these will need to be paid by you within 5 days of receiving the invoice plus an a \$200 administration fee.
- 2.2. The service fee is to be debited in advance from your account. If a direct debit or credit card is declined we may retry the payment. Beakon reserves the right to change payment frequencies by giving 14 days notice to you in writing, e.g. monthly to bimonthly.
- 2.3. If payment is not received by the due date we can restrict access to your account, and/or terminate your account without giving your prior notice. If we restrict access and/or services, charges may continue to apply. If we terminate your account no further data is recorded and you will lose all historical data. A reconnection fee will apply, and all outstanding amounts will need to be paid before reconnection.
- 2.4. If there is an outstanding balance for any product or service we reserve the right to notify you in advance and debit that amount by your nominated direct debit account or credit card. However, this may not always be possible - and you may be required to pay by direct credit. For any late payments, Beakon reserves the right to charge 15% interest late fee, per week. Beakon also reserves the right to appoint a credit collection agency for any matter. Any charges incurred by Beakon to dispute payments, or recover late paid accounts will be charged to you and you will be liable for this.
- 2.5. It is not possible to use the service overseas. If you do so, you will be billed at triple the rate we are charged, plus an administration fee of \$200.
- 2.6. Should Beakon be required to investigate a fault which was not caused by Beakon or its partners, an administrative fee may be applied.
- 2.7. We may apply fee changes or increases by giving 30 days notice to you in writing.
- 2.8. We may apply an administration fee of a minimum of \$100 for re-connecting devices e.g. if the service has been suspended or account has been unpaid, or any other scenario we deem fit.

3. Fair use policy for GPS tracking

- 3.1. The service fee, if a data plan is included, includes a fair amount of data suitable for GPS tracking under a Fair Use Policy. We have developed our Fair Use Policy by referencing average customer usage and customer profiles.

- 3.2. We may apply our Fair Use Policy where in our reasonable opinion your usage of the service is excessive and/or unreasonable. This includes if your use exceeds estimated use patterns over any month, or is inconsistent with normal usage patterns.
- 3.3. If your usage is excessive and/or unreasonable we may contact you to advise you that your usage is in breach of our Fair Use Policy and may then request that you stop or alter your usage to come within our Fair Use Policy.
- 3.4. If your excessive or unreasonable usage continues after a request to stop or alter the nature of such usage, we may without further notice, apply charges to your account for the excessive and/or unreasonable element of your usage; suspend, modify or restrict your use of the service or withdraw your access to the service or your account.

4. Termination

- 4.1. Beakon reserves the right to cancel or suspend service and access immediately if you fail to comply with any of these terms of service or if Beakon ceases to supply any services. We may also cancel or suspend the service if you fail to keep your account and/or billing up to date. If we suspend or terminate your use of any service, you will still be required to pay us any connection related charges and/or payments related to that service.
- 4.2. Subject to the provision of any other agreement, you may discontinue your use of any of our services this requires 30 days written notice of cancellation. If an account is closed all owing debts still require payment.
- 4.3. For any reason Beakon may terminate this agreement and/or the provision of its services to you by giving notice to you in writing. Beakon will not be liable for any damages, losses, refund of product, and/or service fees.

5. Privacy

- 5.1. By applying for this service you authorise Beakon to make credit and other enquiries about you within Beakon's normal procedures.
- 5.2. Beakon collects personal information when you register to use Beakon's products and services and when you visit our websites.
- 5.3. We may be required to provide information about you should a credit collection representative be appointed to recover unpaid funds. Or if an order is lodged with the courts/tribunals.
- 5.4. We may use information to do our own market research.
- 5.5. Where we or our associates disclose information to parties located outside New Zealand, you expressly agree to this and acknowledge that they may be located in jurisdictions that may not have comparable data protection laws to those in New Zealand.

6. Limitation of liability service provision

- 6.1. It is your responsibility to regularly access your Beakon Tracking account and ensure your tracker/s are active and recording tracking history.
- 6.2. Without limiting any other provision of Beakon's terms and conditions you agree that any and all liability and responsibility of Beakon (including our officers, employees, authorised subcontractors, resellers or representatives) as a result of or arising from your use (or any third party) of its websites, its content, products or services, is excluded to the maximum extent permitted by law. Beakon'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.
- 6.3. In no event will Beakon (nor our 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 site 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 we know or have been advised of the possibility of such damages. Under no circumstances will our 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 you to us.
- 6.4. Beakon will use all reasonable commercial effort to ensure the general availability of our products and services and will restore services as soon as reasonably possible in the event of any interruption. However, Beakon 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. Beakon 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. Also, Beakon takes no responsibility or liability for any events relating to, but not limited to: server, communications and hardware issues relating directly or indirectly to our websites and services. Beakon does not guarantee continuous uptime.

6.5. Although we will maintain best endeavors to keep our website and its content up to date and accurate, we do not represent or warrant that all content displayed on our website is up to date or accurate at all times.

6.6. Should Beakon be required to terminate its services or this agreement, it reserves the right to do so immediately and without notice.

6.7. You understand that Beakon does not offer continuous or guaranteed uptime.

7. Subcontractors and agents

7.1. Beakon may use resellers, subcontractors and representatives to provide products or services to you. We will not be liable to you, or anyone claiming through you, for the direct or indirect consequences of any failure or default by any such agent. We use best business practices to ensure that a professional, competent service is available to you for the delivery of our goods and services.

7.2. We may use external technical, operational, promotional or other outsourced providers to sell, install, support or facilitate the supply of goods and services to you. We use commercially reasonable diligence to restrict the purposes for which these outsourcing providers may use your personally identifiable information. Although we use good faith to impose and ensure compliance we cannot, and will not, be responsible to users for misuse of personally identifiable information by such outsourcing providers.

8. Miscellaneous

8.1. You will immediately inform us of any change in your name, ownership or address.

8.2. You may not assign out the service and/or your rights under this contract to any other person or party without written consent of Beakon in its absolute discretion.

8.3. Beakon may assign its rights and obligations to another party.

8.4. Notification about price rises if any will be provided to you by email with at least 30 days notice. If you reject the price rise, the service will come to an end. Any monies outstanding (if any) will then be due.

8.5. You understand that Beakon is not to be used as part of any reliance on personnel, security/ health and/or safety programme. If you do have it as part of any health and/or safety programme, you are violating/contravening the utility of the device and/or service(s). Furthermore, un-interrupted, nationwide, and/or error-free services are not able to be provided.

8.6. You understand that whilst GPS trackers can be helpful in the event of understanding vehicle/vehicle use, vehicle/property theft, misplacement, or mis-use; Beakon (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.

8.7. Should you owe any monies to Beakon, its related companies or Director(s) – Beakon reserves the right to suspend services whilst continuing to charge fees until the account is paid in full.

8.8. 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. You also cannot claim a refund on the GPS tracker, should the service be unavailable – temporarily or permanently. Furthermore, if you have a faulty GPS tracker, paying the subscription fee does not entitle you to replacement or repair on the device. GPS trackers have their own limited warranty of 3 months, which does not include re-installation costs. If you are unsure of the warranty on the GPS tracker device, you should contact the seller of the device.

8.9. We accept no responsibility for incorrect representation including all subsequent data and information provided within our 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.

8.10. You will hold harmless and indemnify us for all liabilities, claims, losses, damages, costs or expenses resulting from any claim or action by a third party in relation to the goods or services we provide.

8.11. By agreeing to these terms of service you also agree to Beakon's complete terms and conditions which may change from time to time. Furthermore, Beakon may vary and/or terminate any part of its agreement to you in its absolute discretion at any time.