

TERMS & CONDITIONS (“TERMS”)

Please read these terms carefully before using www.maptrackapp.com, operated by MaptrackApp (“us” “we” or “our”)

Your access to and use of the Service is conditioned upon your acceptance of and compliance with these Terms. These terms apply to all visitors, subscribers, users, or others who access or use the service.

By accessing or using the Service, you agree to be bound by these Terms. If you disagree with any part of the Terms, then you may not use the Service.

DEFINITIONS

Additional Conditions: the additional conditions that may apply to the agreement in addition to these general terms and conditions;

Agreement: the agreement between us and the Subscriber under which we provide service to the Subscriber and to which these Terms apply;

Bi-annually: 180 days;

Annually: 360 days;

Business Hour: 8am – 5pm;

Motorcycle: The electronically enabled moving asset of the customer profiled or registered by us for provision of the Service; this includes cars, trucks, motorcycles, buses, and any other moving vehicle supported by our tracker devices. This can also be termed as a vehicle.

Customer: see Subscriber;

Documentation: the written and/or electronic documentation associated with the Service;

Terms: these general terms and conditions;

Log-in code: the log-in code that provides access to the server together with the user name;

Log-in data: code(s) exclusively for user, with which access can be gained to the Service;

Log-in procedure: the procedure prescribed by us which the Subscriber must follow in order to gain access to the Service, using a secured encrypted connection;

Monthly: 30 days

Portal: the internet site on which the subscriber can order the service and request changes;

Quarterly: 90 days

Registration: filling in a form to record details of a prospective Subscriber;

Server: a computer or related group of computers and related hardware, managed by or for our benefit, with web server equipment, the application, supporting software, and/or database software, accessible from the internet;

Service: access to the Portal to track registered Motorcycles using GPS, including other functions available on the Web Application.

Service description: the detailed description of the functionality of the Service and the availability of the Service;

Subscriber: a natural or legal person who has completed the registration with us, has concluded an agreement or submits an application for this purpose;

Subscription: a standardized agreement and payment for the use of the Service between us and a Subscriber, for which the Subscriber can register via the Portal. Subscription types include monthly, quarterly, bi-annually and annually.

Tracking Device: The tracker provided by us to the subscriber for tracking of the Motorcycle; it can either be a wireless device or a wired device that requires an installation procedure on the customer's asset.

User: the subscriber and/or his employee who actually makes use of the Service;

MaptrackApp: the trade name of Ecardex Limited under which name the Service is offered;

URL: Uniform Resource Locator (URL) of the server;

Web application: the software for the service, including new versions thereof, as further described in the agreement and/or service description; to which we grant the Subscriber access through the Service for use in accordance with the provisions of the agreement. Access is made through our website, accessible via the URL <https://app.maptrackapp.com> to which users access through log-in data; This term also describes any mobile application for which this service is accessed in the future.

Website: our website, accessible via www.maptrackapp.com;

APPLICATION OF TERMS AND CONDITIONS

2.1 These Terms apply to all Agreements between us and the Subscriber, as well as to applications thereto, as well as to all (legal) acts related to the delivery of the Services. The applicability of any general terms and conditions used by the Subscriber are not accepted by us, unless the parties have expressly agreed otherwise.

2.2 In addition to these Terms, a Service Description and Additional Terms and Conditions may apply. The Subscriber must have accepted the applicability of the Terms and the Additional Terms and the Service Description in the order form on the Portal before the Subscriber requests the Service.

2.3 If a provision of the Terms is wholly or partially in conflict with a statutory provision or is invalid, then these conditions remain in full force for the remainder.

2.4 In the event of conflict between provisions of the Agreement, the Additional Terms and Conditions, the Service Description and these Terms, the following order of priority applies, whereby the provisions of the higher ranked document take precedence over the provisions of the lower ranked document:

- a) Agreement;
- b) Additional Terms;
- c) Service description;
- d) Terms.

3. START OF THE AGREEMENT

3.1 The Subscriber can submit an application for the Service via the ordering procedure on the Portal. The application shall be considered as an offer by the Subscriber to purchase the Service.

3.2 We will inform the Subscriber in writing or electronically whether we accept the application. The Agreement, or the amendment thereof, is established at the moment when we send the confirmation to the Subscriber that the request has been accepted. We reserve the right to not accept an application without stating reasons.

3.3 The Subscriber shall complete the application form completely and truthfully and will immediately provide us with changes to any of these data.

3.4 After the Subscriber has gained access to the Service, he may request changes to the Subscription. The request for a change has to be considered as a new offer from the Subscriber.

4. DESCRIPTION OF THE SERVICE

4.1 After the conclusion of the Agreement, we will electronically provide the Subscriber with the URL, a username, (a) Log-in code(s), by means of which the Subscriber can install, use and access the Service during the term of the agreement.

4.2 We shall thereafter install the Tracking Device in the Vehicle of the Subscriber.

4.3 The Subscriber may only use the Service for Users in respect of internal matters; the Subscriber is not permitted to facilitate the use of the Service for use by third parties.

4.4 We reserve the right to (temporarily) modify the technical properties of the Application in order to improve the functionality and to correct any errors or to

comply with regulations laid down by or pursuant to the law. We shall make an effort to track down any errors in the Web application and to have them repaired, but we cannot guarantee that all errors will be corrected.

4.5 We will make every effort to carry out the above-mentioned changes without affecting the Subscriber's access or use of the Service.

4.6 Because the Service is provided to several subscribers, it is not possible to waive a specific change for the Subscriber only. The user documentation of the current version of the Web Application will always be available to the Users electronically in the Portal.

4.7 The Subscriber is responsible for the availability and functioning of the Tracking Device used by him, the internet connection and for the maintenance of a connection to our network and other connections necessary

for the access to and use of the Tracking Device.

5. ACCESS TO THE SERVICE
5.1 The Log-in code(s) is (are) not transferable and strictly personal and exclusively for use within the

Subscriber's organization. The Subscriber will observe secrecy of the Log-in codes with regard to third parties, and will observe due care with regard to the use of the Log-in code(s). We can also modify the Log-in code(s) at our own discretion after which we will inform the Subscriber of this.

5.2 The Subscriber is responsible for any use, with or without his consent, of the Service and of the Log-in code(s) made available to him. We shall not be liable for damage of the Subscriber and / or third parties caused by unauthorized use of the Log-in code(s).

5.3 The Subscriber shall inform us immediately if the Log-in code(s) is used unauthorized or if there is a suspicion that exists with Subscriber. The Subscriber can request us to block the Log-in code(s). We shall be entitled at all times to block the Log-in code(s) if we notice unauthorized use of the Log-in code(s), without being obliged to pay compensation for damage and / or costs.

5.4 We can decommission the Log-in code(s) or suspend the service if it has a serious suspicion that it is being used in violation of the provisions in Article 5.1 and / or if it is used in violation of the provisions in Article 10.

The obligation to pay remains in place during such a shutdown.

6. TERMS OF USE

6.1 The Subscriber is solely responsible for monitoring the Tracking Device and is expected to take action within 12 hours of detection of an incident involving the Motorcycle.

6.2 The Subscriber and its Users determine which data are stored, edited, processed or otherwise entered while using the Service and shall remain responsible for the data entered by it. We are therefore not liable for any damage resulting from the data entered by the Subscriber. The Subscriber indemnifies us against claims by third parties for compensation of damage that these third parties could in any way claim from us, insofar as this claim is based on the use made by the Subscriber of the Service.

6.3 We are not obliged to check the correctness and completeness of the data provided and therefore not liable for the consequences of the use of incorrect and/or incomplete information provided by the Subscriber.

6.4 The Subscriber will in no way infringe our intellectual property rights and / or that of third parties. If we learn that data that are stored, edited, processed or otherwise imported with the help of the Service are unlawful towards third parties, then we shall be entitled to delete this data immediately from the Server without prior notice to the Subscriber. The Subscriber grants us permission to remove and destroy all infringing data from the Server. We will in no case be liable for any damage resulting from this deletion.

6.5 The Subscriber is not entitled to correct errors in the Web Application of the Service, to make adjustments, to transfer them to other equipment, to link them to other equipment and software, independently to the functionality expanding, changing parameters or removing protections.

6.6 If and insofar as we make software of third parties available to the Subscriber, provided that we have provided this in writing or electronically to the Subscriber, the terms and conditions of such third parties shall apply with respect to that software. The Subscriber accepts the terms and conditions of third parties. If and insofar as the aforementioned terms and conditions of third parties for whatever reason, are deemed not to apply or are declared inapplicable, the provisions in these conditions apply.

7. MAINTENANCE, AVAILABILITY, AND SUPPORT

7.1 We reserve the right to temporarily take the Service out of use for maintenance, modification or improvement of the computer systems. We will allow such a shutdown to take place outside business hours as much as possible and inform the Subscriber in advance of the planned shutdown. We will never be obliged to pay any compensation to the Subscriber due to such decommissioning of the Service.

7.2 We will make every effort to keep the agreed Service functioning properly and strives for the highest possible availability, quality and security of the Service. However, we do not provide any guarantee whatsoever other than as included in the Agreement and/or Additional Terms and/or Service Description.

7.3 In the Agreement and/or Service description and/or Additional Conditions, service-specific conditions with regard to the availability, the management and the support that apply to the Service to be delivered can be laid down.

8. PRICING, FEES AND PAYMENTS

8.1 The Subscriber will owe us fees for the Service purchased by him in accordance with the set rates in the Agreement and/or as published on the Portal.

8.2 The rates consist of sums payable monthly, quarterly, bi-annual, and annually.

8.3 As of 1 January of each calendar year, the fees payable for the Service will be indexed on the basis of the

change in the monthly price index according to the index figure

8.4 All rates and fees are in Naira and are exclusive of VAT and any other taxes.

8.5 The periodic reimbursements are due and payable from the moment of the conclusion of the Agreement.

8.6 The agreement can be terminated electronically by the subscriber each month one(1) week before the end of the current period via www.maptrackapp.com. The next month no subscription costs are due.

8.7 First time subscription fee shall be paid to us via bank transfer to designated account. Upon renewal, the Subscriber shall pay all fees due to us by electronic means as provided on the Portal.

8.8 In case of late payment, the Subscriber is in default without further notice of default and we will not have access to the Service within the duration. Upon payment by the Subscriber, access to the Service will be restored.

8.9 We shall not be liable for any damage that may occur during the period where the Service is withdrawn due to delay or default by the Subscriber in paying the subscription or renewal fee.

8.10 Objections to the amount charged by us must be communicated to us in writing within three (3) weeks before the expiration of the current period.

8.11 The reasonable costs incurred by us in connection with unjustified objections to the amount of the fees charged by us shall be charged to the Subscriber.

8.12 We are entitled to suspend or restrict the access to and the use of the Service or its services entirely until we have received the full amount due and outstanding from the Subscriber. The Subscriber's obligation to pay the fees remains in effect during the period of decommissioning.

8.13 We can deliver the Service again if the Subscriber actually complies within a period set by us.

9. DURATION AND TERMINATION

9.1 The Agreement can be terminated by the Subscriber at the end of the subscription by a 7 days written notice to us of their intention to terminate.

9.2 The Agreement can be terminated prematurely in writing or electronically if the Subscriber has died.

9.3 We and the Subscriber can dissolve the Agreement in writing without judicial intervention if the other party does not properly fulfil one or more of its obligations under the Agreement, in so far as this shortcoming warrants dissolution.

9.4 We have the right to dissolve the Agreement without further notice of default or judicial intervention and with immediate effect if (if applicable):

- a. the Subscriber (legal entity) ceases its business, is dissolved or is wound up;
- b. the Subscriber is adjudged bankrupt;
- c. the Subscriber is legally incompetent, has been placed under administration or in any other way loses free control over his assets;
- d. violates articles 5 and 6 of these Terms.

9.5 We are not obliged to pay any compensation as a result of termination of the Agreement on the grounds of this article 9 or reimburse any compensation paid by the Subscriber.

9.6 If the Agreement has been terminated, the Subscriber will immediately cease use of the Service. We may terminate access to the Subscriber Service after termination of the Agreement.

9.7 In the event of cancellation by the Subscriber, we will send a written or electronic confirmation of the cancellation and of the date on which the Service is terminated.

10. INTELLECTUAL PROPERTY

10.1 All intellectual and industrial property rights, as well as comparable rights for the protection of data and data, on the Portal, the Web Application and the provided documentation in the context of the Service belong to us and / or our suppliers.

10.2 The Subscriber is not permitted to copy the Web Application or software or database made available by us or any part thereof, including documentation - in any way whatsoever - as a basis for the manufacture of new software ("Create

derivative works”), reverse assemble, reverse compile or otherwise reproduce, translate, adapt, disassemble or decompile.

11. LIABILITY AND INDEMNIFICATION

11.1 In the event that the Tracking Device is damaged within one (1) month of Subscription, our liability in any case is limited to half the cost of replacing the Tracking Device.

11.2 Damage as referred to in this article must be reported to us in writing as soon as possible but no later than one (1) week after the occurrence. Damage that has not been brought to our knowledge within that period will not be eligible for compensation, unless the Subscriber makes it plausible that he was not able to report the damage earlier.

11.3 The cost of replacement of damaged Tracking Device after one (1) month of Subscription shall be borne by the Subscriber without any liability to us.

11.4 We are not liable for incidences of theft of the motorcycles and any other incidences that occur during the pendency of this Agreement or after expiration or termination of the Service.

11.5 The liability of monitoring the motorcycle is the sole responsibility of the Subscriber and we are not liable where monitoring became impossible as a result of removal of the Tracking Device.

11.6 A shortcoming in the fulfilment of the Agreement by the parties cannot be attributed to it if there is force majeure. Force majeure shall in any event be understood to mean: power failures, failure of the internet connection, or shortcomings in the fulfilment by our supplier, as well as any other circumstance that cannot be attributed to the fault of a party, nor by virtue of law, legal act or generally accepted views on the account of that party, all this with the exception of obligations of payment of money.

11.7 The Subscriber shall indemnify us against claims from third parties for compensation of damage that these third parties could in any way claim from us, insofar as this claim is based on Subscriber’s access or use of the Service.

12. CHANGES TO TERMS, CONDITIONS AND PRICING

12.1 We reserve the right to modify these Terms from time to time. The changes will not be retroactive and the current version of the Terms, which will always be on www.maptrackapp.com will govern our relationship with you.

We will try to notify you of material revisions via a service notification or an email to the email associated to your account. By continuing to access or use the

Service after those revisions become effective, you agree to abide by the revised terms.

12.2 We may revise the rates of the Service in writing or electronically and declare the changed conditions to the existing Agreements applicable if the Subscriber agrees. These changes come into effect thirty days after written or electronic announcement of the content of the proposed change by us, or on such a date as stated in the announcement.

13. PRIVACY

13.1 The Parties shall, insofar as relevant within the framework of this Agreement, ensure the lawful processing of (personal) data in accordance with the Nigeria Data Protection Regulation (NDPR). The Subscriber shall indemnify us against all claims from third parties as a result of violation by the Subscriber of the provisions of the NDPR.

13.2 The parties will comply with the guidelines of our Privacy Policy, the most recent version of which can be found here

13.3 The Personal Data of the Subscriber will not be retained by us longer than is required for the execution of the Agreement or is legally required, after which we will permanently delete it from our server.

14. TRANSFER OF CONTRACT

14.1 The Subscriber is not entitled to transfer the rights and obligations under the Agreement to a third party without our prior written permission. Conditions may be attached to the permission.

14.2 We are entitled to transfer our rights and obligations under the Agreement to a third party, provided such does not affect the interest of the Subscriber.

15. APPLICABLE LAW AND DISPUTE RESOLUTION

15.1 This Agreement shall be governed by Nigerian laws.

15.2 All disputes arising from the Agreement will be settled by a competent court of law.