

# Terms and Conditions

## TRACKING SERVICES TERMS & CONDITIONS

This Agreement for tracking services ("Agreement") is made between Vehicle Tracking Service and the user of the Tracking Services (Customer). The Tracking Services ("Services") provide vehicle location and tracking from the Internet via the Trackmaster Server and associated software. The Services include a secure logon for accessing and tracking vehicles equipped with a tracking device ("Device") designed to send GPS positions and event notifications to Vehicle Tracking Service.

**Unlawful Use**— Customer agrees not to use the Services or Devices for any unlawful or abusive purpose or in any way that interferes with Vehicle Tracking Service or the Devices. Customer will comply with all laws while using the Services or Devices and will not transmit any communication that would violate Data Protection. Resale of the Services or Devices is prohibited. By using the Services and/or the Devices, Customer agrees to abide by the terms and conditions of any software license agreements applicable to any software associated with the Services or Devices.

**Unauthorized Usage**— Customer shall not program or alter any of the Devices to other servers other than the normal programmable parameters of the Device. If any Device is stolen or Services used fraudulently, Customer must notify Vehicle Tracking Service immediately and provide Vehicle Tracking Service with such information and documentation as Vehicle Tracking Service may request (including, without limitation, police reports, and affidavits). Vehicle Tracking Service has the right to interrupt Services or restrict service to any Device, without notice to the Customer, if Customer is using the device in a fraudulent or unlawful manner.

**Account Information**— It is Customers responsibility to maintain current and accurate account information on the Vehicle Tracking Service system and to exercise diligence in protecting Customers logon and passwords.

**Changes**— Vehicle Tracking Service may amend the terms of this Agreement upon written notice to Customer

**Limitation of Liability**— Vehicle Tracking Service is not responsible for acts or omissions of any other service provider, for information provided through the equipment, for equipment failure or modification, for system failure or modification or for causes beyond the control of Vehicle Tracking Service. Vehicle Tracking Service is not liable for (i) service outages; (ii) incidental or consequential damages such as lost profits; (iii) economic loss or injuries to persons or property arising from the Customer's use of the Services, the Devices or any other equipment used in connection with the Devices unless caused by the sole and/or gross negligence of MTN Vehicle Tracking Service; (iv) the installation or repair of the Devices; or (v) for any act associated with

the proper exercise by Vehicle Tracking Service of rights under the privacy and/or unauthorized usage provisions of this Agreement.

**Indemnification**— Customer agrees to defend, indemnify, and hold Vehicle Tracking Service and its affiliates harmless from claims or damages relating to (i) Customers breach of this Agreement or the Customers statements made in this Agreement and (ii) the use of the Devices or Services unless due to sole and/or gross negligence by Vehicle Tracking Service or its affiliates. Customer agrees to pay reasonable legal fees and all applicable costs incurred by Vehicle Tracking Service in enforcing this Agreement. This paragraph shall survive the termination of this Agreement.

**Limitation of Action**— Except for actions arising in connection with Indemnification (above), neither Vehicle Tracking Service nor Customer may bring legal action with respect to this Agreement more than one year after the legal action accrues.

**Assignment**— Vehicle Tracking Service may assign all or part of the rights or duties of Vehicle Tracking Service under this Agreement without such assignment being considered a change to the Agreement and may provide notice to Customer. Because of any such assignment, Vehicle Tracking Service shall be released from all liability with respect to such rights or duties, or portions thereof. Customer may not assign this Agreement without prior written consent of Vehicle Tracking Service, which shall not be reasonably withheld.

**Governing Law**-This Agreement is subject to applicable Ghanaian laws.

**Entire Agreement** — This is the entire Agreement between Vehicle Tracking Service and Customer and super cedes any oral or written promises made to the Customer. This Agreement may only be amended as described herein. If the terms of this Agreement conflict with or are inconsistent with the terms of any purchase order or document provided by the Customer, the terms of this Agreement shall control.