



iQ.CAR END USER LICENCE AGREEMENT

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iQ.CAR End User Licence Agreement

iQ.CAR is a trading name of TRACKER Network (UK) Ltd ("**TRACKER**"). TRACKER is a subsidiary of Tantalum Corporation Ltd. The registered office address is 1 Furzeground Way, Stockley Park, Uxbridge, Middlesex UB11 1BD, United Kingdom.

End User Licence Agreement (the "EULA")

These terms and conditions ("**Terms**") will apply immediately and automatically to You ("**You**") when You first download or use the iQ.CAR App (the "**App**") on any interactive, electronic device and accordingly, by downloading or using the App, You will be deemed to have read and agreed to the Terms detailed in this EULA. If You do not accept these Terms, You must not use the App. We recommend that You keep a copy of the Terms for future reference.

To avoid doubt, these Terms apply to your relationship with TRACKER in addition to your iQ.CAR Terms & Conditions, available on the iQ.CAR website www.iq.car and the TRACKER website www.TRACKER.co.uk (the "**Websites**") and your On-line Order. If there is any inconsistency between this EULA and the iQ.CAR Terms & Conditions, the iQ.CAR Terms & Conditions will prevail to the extent of the inconsistency.

Our Privacy Policy describes what personal information we collect about You through Your use of the App and how we use it.

If You want to learn more about the App, or if You are having problems using it, please contact help@iq.car.

Headings used in this EULA are for convenience only and do not affect the construction of any term herein.

1 Definitions and Interpretation:

The following words and phrases shall have the following meanings in the EULA:

"Agreement": the agreement between TRACKER and the Subscriber, constituted by and subject to the iQ.CAR Terms & Conditions and the Subscriber's On-line Order.

"App": means such small, specialised programme as may be made available by TRACKER to be downloaded to a mobile device from time to time, specifically, the iQ.CAR app for the purposes of this EULA.

"EULA": This End User Licence Agreement.

"Group Companies": The Tantalum Group incorporating TRACKER Network (UK) Ltd, Tantalum Corporation Ltd, Tantalum Innovations Ltd, Tantalum Inc. and PAY. CAR Ltd

"Initial Subscription Period": the period identified as the minimum subscription period in an On-line Order.

"Intellectual Property Rights": all copyright, database rights, trade marks, trade names, design rights, patents, confidential information, know-how and all other rights in logos and any other form of intellectual property rights and rights substantially similar or comparable to any such rights whether now known or created in the future, in each case either registered or unregistered anywhere in the world, together in each case with all applications for any of these.

"Law": all laws, rules, regulations and policies applicable to the use or functioning of the App, including without limitation any data protection and privacy laws, rules, regulations and policies applicable from time to time.

"On-line Order": an On-line Order completed by the Subscriber and to which the iQ.CAR Terms & Conditions apply.

"Products": collectively the iQ.CAR device and its SIM card as each may be specified in the On-line Order.

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“Services”: together (i) the Products and (ii) the data services provided by TRACKER to the Subscriber in connection with the Product being Wi-Fi data connection and information about positioning, speed and other information about Vehicles processed and communicated via GPS navigational networks and/or GSM data networks during the Subscription Period, in consideration of the payment by the Subscriber of Subscription Charges.

“Subscriber”: the customer completing an On-line Order.

“Subscription Charges”: the charges payable by the Subscriber as set out in an On-line Order and relating to the provision by TRACKER of Services.

“Subscription Period”: the period during which the Subscriber is entitled to access and use the Services, which shall be constituted by the Initial Subscription Period together with any applicable Successive Period as defined in the iQ.CAR Terms & Conditions.

“Terms”: the terms and conditions contained in this EULA.

“TRACKER”: TRACKER Network (UK) Limited;

“Vehicles”: The vehicles in which Products are installed.

“Websites”: together the iQ.CAR website www.iq.car and the TRACKER website www.TRACKER.co.uk

“You”, “Your”: you as a retail end user Subscriber of TRACKER.

2 App Provision:

The App is provided to You on an “as is” basis for Your own personal, non-transferable use during any active Subscription Period, subject at all times to these terms.

Subject to these Terms, You are granted a limited, personal, non-exclusive, non-commercial, revocable, non-assignable and non-transferable licence to download and use the App on your mobile device.

TRACKER will provide You with information via the App regarding the status of the Product and may ask You to contact TRACKER in connection with its operation or functionality. In such event, it will be Your sole responsibility to contact TRACKER, and TRACKER will accept no responsibility to any extent on any basis for any failure in Services or lack of functionality if You do not comply with TRACKER's request.

3 Use of the App:

The App is for personal use only and must not be used for any business purpose. Except as permitted by applicable law, You agree that You will (i) not use the App for any unlawful purpose, or in any way which infringes the rights of anyone else or restricts or inhibits anyone else's use of the App; (ii) not transmit any materials or communications that are defamatory, offensive or otherwise objectionable in relation to Your use of the App; (iii) not rent, lease, sub-license, loan, provide or otherwise make available, the App in any form, in whole or in part to any person without prior written consent from us; (iv) not copy, modify, alter, reverse engineer, decompile, disassemble, create derivative works, distribute or translate in any other language or otherwise tamper with any software, databases and other technology that forms part of the App (or authorise, encourage or assist any other person to do so); (v) not knowingly transmit any data that contains viruses, Trojan horses, worms, time bombs, keystroke loggers, spyware or any other harmful programme or similar computer code designed to adversely affect the operation of any computer software or hardware; (vi) not penetrate or attempt to penetrate the App's security features; and (vii) comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the App.

4 App Security:

It is Your responsibility to ensure security of and secure access to the App at all times. [You must keep any login information confidential and must not disclose it to any third party. If You know or suspect that anyone other than You knows Your login

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information You must change it immediately and notify us at help@iq.car

You are not permitted to remove software restrictions and/or limitations set, suggested or required by your mobile device's operating system, as any such removal could compromise Your mobile phone's security features and/or render Your mobile phone vulnerable to malware, worms, Trojan horses, viruses or other forms of malicious code or programs, which could well impact the functionality or usability of the App.

5 Disclaimers:

The data supplied to You via the App is provided by TRACKER for information purposes only. TRACKER fully disclaims any responsibility to You or any other person on any basis for the accuracy of any data provided via the App. Certain functions of the App necessitate that the App has a live and active internet connection, enabled via Wi-Fi or Your mobile phone network provider. TRACKER disclaims any responsibility on any basis for any lack of functionality in the absence for any reason whatever of a full active internet connection (including without limitation by reason of You having used up all Your data allowance).

While TRACKER takes reasonable care to ensure that the App's functions are updated and correct at all times, TRACKER relies on third parties to provide a range of information to TRACKER so that TRACKER can make it available to You via the App. All third party information provided on or via the App is provided to You without acceptance by TRACKER of any responsibility or liability to You or anyone else, direct or indirect, to any extent on any basis, and You accept and agree to use all such functionality and information on an "as is" basis. Without prejudice to the generality of the foregoing and solely by way of example, if the App informs You that You are at any time located in a low crime area, that notification should not be construed or interpreted by You as an assurance of an absolute or relative unlikelihood that You will be a victim of criminal activity in that location or area.

You will be responsible at all time for ensuring that all functionality included from time to time by TRACKER in the App, including without limitation and as applicable

route map and/or satnav information or functionality, is used appropriately and safely, and in accordance with any third party requirements TRACKER may notify You of (including by way of posting such notice on TRACKER's website).

6 Our liability to You:

We do not warrant that the App will meet Your requirements or that the operation of the App will be uninterrupted or error free or that defects in the App will be corrected. However, nothing in these Terms shall limit or exclude our liability for death or personal injury resulting from our negligence. Moreover, if we fail to comply with these Terms, we are responsible for any loss or damage You suffer that is a foreseeable result of our breach of these Terms or our negligence but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by You and us at the time we entered into the Agreement. The maximum amount of our liability to You in relation to the App will be limited to the sum of £1,000.

7 Network Providers:

If the App is being used outside a Wi-Fi area, Your terms of agreement with your mobile phone network provider will apply. These terms may involve You being charged by Your network provider for data use throughout any period during which You access and use the App. Other third party charges may additionally apply as determined by Your network provider's terms of business. Your use of the App constitutes and will be deemed by TRACKER to constitute acceptance by You of full responsibility for any and all such charges, including without limitation data roaming charges if applicable outside Your home country or other applicable jurisdiction. If You are not the recipient of such charges for the mobile device(s), please be aware that TRACKER assumes without exception, and You are deemed to have agreed, that You have consent from the charges recipient to use the App in the manner and locations in which You are using the App.

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8 Intellectual Property:

The App, and all Intellectual Property Rights in, attaching or related to the App, vest fully in and belong to TRACKER and/or its licensors. You are not permitted at any time to copy or modify any Intellectual Property Rights of TRACKER (including without limitation any trade marks, trade names or logos of TRACKER) in, attaching to or referencing the App, or to extract or reproduce the source code of the App in whole or part, or to make any derivative version of the App.

9 Data Use:

The App stores and processes personal data (as defined in the Law), including without limitation by way of using location information stored in and provided by your mobile telephone or other device. In doing so, TRACKER is acting as data controller of such information, and by using or downloading the App You consent, and are deemed to have consented, to Your information being stored and processed by TRACKER for the purposes contemplated in these Terms.

For further information on how we collect and use Your personal information please see our Privacy Policy.

10 Marketing:

In accordance with this EULA, TRACKER may from time to time inform You, via the App, of products, services and additional benefits which may be of interest to You. Subject at all times to and in accordance with the EULA, by downloading and using the App you consent and are deemed to consent to receiving such marketing communications. We may also utilise the services of other companies and individuals to perform marketing and Subscriber Services on our behalf. They will in all cases be acting as data processor for TRACKER and will have access to personal information needed to perform their functions, but they will not be entitled to use it for other purposes. They will be

required at all times to process subscriber personal information in accordance with applicable data protection laws.

11 Changes:

TRACKER reserves the right at any time and for any reason to make changes to the App, and to these Terms, from time to time, including without limitation by way of varying the App's functionality and/or introducing charges for use of the App. No charges will apply without TRACKER having made clear to You in advance what charges will apply, when and on what basis. It is Your responsibility to review and keep up to date with any changes TRACKER may make to these Terms, and You will be deemed to have been notified by TRACKER of changes to these terms by virtue of them having been uploaded to TRACKER's website. By continuing to use the App, following notice of any changes, You confirm that You accept those changes. If You do not agree to the changes, You must immediately stop using, and uninstall, the App.

These terms were last updated on 16th October 2017.

12 Operating Systems:

The App is currently available on Android and IOS operating systems. Requirements for all operating systems on which the App is available from time to time may vary or alter, and it may accordingly be necessary for You to download updates in order to maintain functionality and utility of the App. TRACKER does not warrant, represent or promise to You that the App will always be updated to be relevant to You and/or that the App will always operate consistently with the version of the operating system then operating on your mobile device, but You promise at all times promptly to accept and load updates on the App when offered to you by TRACKER.

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13 Termination of App Provision:

The App, and all Intellectual Property Rights in, attaching or related to the App, vest fully in and belong to TRACKER and/or its licensors. You are not permitted at any time to copy or modify any Intellectual Property Rights of TRACKER (including without limitation any trade marks, trade names or logos of TRACKER) in, attaching to or referencing the App, or to extract or reproduce the source code of the App in whole or part, or to make any derivative version of the App.

14 Other important terms:

We may transfer our rights and obligations under this EULA to another organization, but this will not affect Your rights or our obligations under this EULA.

If we fail to insist that You perform any of Your obligations under this EULA, or if we do not enforce our rights against You, or if we delay in doing so, that will not mean that we have waived our rights against You and will not mean that You do not have to comply with those obligations. If we do waive a default by You, we will only do so in writing, and that will not mean that we will automatically waive any later default by You.

Each of the terms of this EULA operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining terms will remain in full force and effect.

This EULA, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.



TRACKER Network (UK) Ltd.

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Call: **0845 604 6093** Web: **www.iq.car**

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