



iQ.CAR – TERMS AND CONDITIONS

iQ·CAR

» iQ.CAR Terms and Conditions – November 2017

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.

1 Definitions:

1.1 The following words and phrases shall have the following meanings in the Agreement:

“**Tracking**”: The ability to view a vehicle on the iQ.CAR mobile application. No vehicle recovery service is offered or implied.

“**Agreement**”: the agreement between Tracker and the Subscriber, constituted by and subject to these Terms and an On-line Order.

“**Charges**”: the charges payable by the Subscriber for the provision by Tracker, in accordance with the Agreement, of Products and Services, in each case as identified in an On-line Order and in accordance with clause 6.

“**Commencement Date**”: the date on which the Agreement commences, being the date identified in accordance with clause 11.1.

“**Data Provider**”: O2 (Telefonica UK Ltd)

“**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.

“**On-line Order**”: an On-line Order completed by the Subscriber and to which these Terms apply.

“**Product**”: collectively the iQ.CAR device and its SIM card as each may be specified in the On-line Order.

“**Services**”: data services provided by Tracker to the Subscriber during the Subscription Period in connection with (i) the Product’s UK-only WiFi data connection (if applicable), (ii) the provision of an App and (iii) Europe wide information about positioning, speed and other information about Vehicles processed and communicated via GPS navigational networks and/or GSM data networks and the Products, in consideration of the payment by the Subscriber of Subscription Charges.

“**Specifications**”: any product specifications (including without limitation and as applicable uptime in the case of mobile application access) for Products notified by Tracker to the Subscriber from time to time, including in accordance with clause 5.1.

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

“**Subscriber Data**”: all information and data received by Tracker and relating to the Subscriber under the Agreement, including without limitation the Subscriber’s personal data (as defined in clause 13.1), any electronic identifier of or relating to the Subscriber, information about transactions and information and data arising from and in connection with the provision by Tracker of Services.

“**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 clause 11.1.

“**Successive Period**” shall have the meaning set out in clause 11.1.

“**Terms**”: these terms and conditions.

“**Tracker**”: TRACKER Network (UK) Ltd

“**Websites**”: The iQ.CAR website www.iq.car and the Tracker website www.tracker.co.uk

- 1.2 Reference to the singular includes reference to the plural and vice versa.
- 1.3 Headings are included for ease of reference and shall not affect the interpretation of these Terms.

2 Agreement

- 2.1 In consideration of the Charges, Tracker agrees to supply the Products and provide the Services to the Subscriber on the terms set out herein.
- 2.2 Title to the Product remains at all times with Tracker.
- 2.3 The On-line Order shall prevail to the extent of any inconsistency between these Terms and the On-line Order.
- 2.4 Where Services incorporate internet-based services on or via a mobile device application, the Subscriber must comply with the terms of conditions of use of such application. All such terms and conditions will be available for perusal on such application and the Websites.

3 Property and Risk

- 3.1 Subject to clause 4.3, the Product shall remain the property of TRACKER. All risk of loss or damage to the Product passes to the Subscriber on delivery of same in accordance with these Terms.
- 3.2 The Subscriber hereby indemnifies TRACKER against any theft, loss or damage (fair wear and tear excepted) of or to any property of TRACKER while on or connected with a vehicle or at any relevant premises, however caused, other than such directly attributable to the fault of TRACKER.
- 3.3 All intellectual property in, attached to or connected with the Product shall vest at all times in TRACKER (or relevant third party). TRACKER hereby grants a personal, non-exclusive, non-transferable, royalty free licence to the Subscriber of the foregoing, for the sole purpose of enabling the Subscriber to make full use of the Product and Services.

4 Subscriber Obligations

- 4.1. The Subscriber will use the Product safely and will comply at all times with Tracker's instructions regarding the use of same, including without limitation in relation to any programme of servicing or quality assurance which Tracker may apply from time to time, and/or any requirement or restriction relating to Product care or Product life notified to the Subscriber at any time during the Subscription Period. Tracker's instructions shall be deemed to have been notified to the Subscriber within 2 (two) business days following their posting by Tracker on the Website irrespective of any other method which Tracker may have employed to notify the Subscriber of such instructions from time to time (and this method shall be deemed to apply equally to notification by Tracker of Specifications).
- 4.2 Prior to taking possession of the Product under clause 4.1, the Subscriber will not sell, underlet or dispose of any the Product, nor allow any of same to be seized in satisfaction of any debt of the Subscriber or for any other legal process or purpose, and will indemnify Tracker against any and all loss, cost, claim, damage and expense, however caused by the Subscriber's breach of this clause 5.4.
- 4.3 The Subscriber warrants that the Product must be properly installed in a compatible vehicle. You agree only to use the Product and Services with a compatible Vehicle as detailed in the On-line Order.
- 4.4 If the Subscriber uses the Product to browse the internet or use content services, Tracker accepts no responsibility for any content or services the Subscriber accesses. The Subscriber must never use the Product or services for anything Tracker considers abusive, illegal, fraudulent or a nuisance. Tracker, through its Data Provider, will or may filter out such content.
- 4.5 The Subscriber will not sell all or any part of the Services to a third party. The Services must only be used for the Subscriber's personal, non-commercial use.
- 4.6 The SIM card, and the software within it, is the property of Tracker. Tracker licenses this to enable the Subscriber to use the Services. Tracker may change the SIM card at any time.

- 4.7 The Subscriber must only use the SIM card supplied with the iQ.CAR device which is approved for connection to the Services. The SIM card supplied with the iQ.CAR device must only be used in the iQ.CAR device supplied.

5 Payment

- 5.1 The Subscriber will pay Tracker the Charges as set out in the On-line Order for each Subscription Period in accordance with the On-line Order, in each case by direct debit free of any deductions or withholdings of any nature. Unless specified otherwise in the On-line Order, each payment shall be due in advance of the month or other period to which it relates. The Subscriber shall not set off any sums due to Tracker against sums due from Tracker to the Subscriber. If any payment is not made by the Subscriber within 7 (seven) working days of it falling due, the Subscriber shall, in addition to the outstanding sum, be liable to pay simple interest at the then statutory rate on a daily basis from the due date until the date payment is received. The Subscriber shall indemnify Tracker against any costs or expenses incurred in Tracker in obtaining payment of such payment arrears. To avoid doubt, (i) if an On-line Order does not identify any sum as payable in advance, the Subscription value shall be payable monthly in advance by the Subscriber by reference to the formula total product value divided by number of minimum subscription period (in months), and (ii) if an On-line Order specifies no minimum subscription period, the Subscription Charge shall be payable monthly in advance ongoing and the total value shall be payable entirely in advance. All Subscriptions including any one-off, upfront charge must be made whether the Products and Services are used or not.
- 5.2 All Charges are inclusive of VAT but exclusive of any similar or comparable regulatory fee or levy, which the Subscriber shall be additionally liable to pay.
- 5.3 Subject to Tracker providing the Subscriber 60 (sixty) days' notice in writing, Tracker may in its sole discretion vary the Charges in whole or part. If the Subscriber does not agree to the variation, clause 12.5 of these Terms shall apply.

6 Warranty

- 6.1 The Subscriber warrants that it has all right, power and authority necessary to enter the Agreement and perform its obligations under the Agreement and that the completer of the On-line Order is duly authorised to act on behalf of the Subscriber and bind the Subscriber to the Agreement.
- 6.2 Tracker warrants that, subject to clause 7.3, the Product, when operated properly, will enable the Subscriber to use the agreed Services for 24 (twenty-four) months from the date of its installation.
- 6.3 During a Subscription Period, the Subscriber may contact Tracker via such method (phone and/or email) as Tracker reasonably determines from time to time and notifies on the Website for this purpose to discuss any Product and/or maintenance issue or query the Subscriber may raise. All diagnosis and fault correction shall, where possible, be done remotely, failing which Tracker will arrange for suitable personnel to attend vehicle(s) in which the Product is installed. If so, the Subscriber will allow such personnel such access to the Product as they may reasonably require to carry out any required repair and maintenance work.
- 6.4 If it transpires that a maintenance issue was caused by or due to the incorrect operation by the Subscriber of properly functioning the Product, or for any other reason within the reasonable responsibility of the Subscriber, Tracker may charge the Subscriber a reasonable fee for travel to and attendance at a Vehicle, and any such charge shall be deemed to be a Charge.
- 6.5 If Tracker is in breach of its warranty under Clause 7.2, its sole liability and Subscriber's sole and exclusive remedy shall be as set out in this Clause 7.5. The Subscriber shall notify Tracker of any failure of the Product during their warranty period, and Tracker shall arrange for collection of same. Tracker shall, at its sole discretion and expense, repair or replace any defective the Product so collected, and shall arrange for the installation of the repaired or replacement the Product to the Subscriber in a timely manner. If no defect or failure is apparent on or in any Product on or following its collection by Tracker, Tracker may charge the Subscriber a reasonable fee to cover its costs (and any such fee shall be deemed to be a Charge) and in its discretion take

such action as Tracker reasonably considers appropriate, including taking back the relevant the Product and issuing the Subscriber with a replacement the Product, or disposing of same without issuing a replacement.

7 Liability and Indemnity

- 7.1** The Subscriber shall indemnify Tracker against all liability arising out of the Subscriber's possession and use of the Product, other than for any liability for personal injury or death caused directly by Tracker's proven negligence.
- 7.2** Neither Tracker, nor any director, officer, employee, contractor or agent of Tracker, shall be liable on any basis for any loss or damage arising or resulting from
- (i) any defect in or operational failure of the Product, however caused,
 - (ii) any delay in carrying out its obligations under the Agreement, however caused, or any event of Force Majeure as defined in clause 12.2 of these Terms, or
 - (iii) any act or omission (whether willful, negligent or otherwise) of Tracker, its directors, officers, employees, contractors or agents in the manufacture, installation, inspection, maintenance, repair, modification, transfer or removal of the Product or otherwise however caused, provided always that this clause 8.2 (iii) shall not apply to exclude Tracker's liability for personal injury or death caused directly by Tracker's proven negligence.
 - (iv) any act, omission, or material damage (whether willful, negligent or otherwise) of the Subscriber or its contractors or agents in connection with installation of the Product.
- 7.3** Tracker shall not in any circumstances be liable for any loss of business, revenue, anticipated savings, profit, goodwill or economic loss, or for any consequential, indirect or special loss, suffered or arising under or in connection with the Agreement as a result of the use or breakdown of the Product or the provision by Tracker of Services.
- 7.4** Subject to the clauses 8.2 and 8.3, Tracker's total aggregate liability to the Subscriber on any and all bases shall not exceed the sum then received

by Tracker for the provision by Tracker of Products and Services in the immediately preceding 12 (twelve) month period.

- 7.5** The Subscriber will pay Tracker for the cost of all repairs to or replacement of the Product required due to the Subscriber's fault, misuse or neglect of same, which may in each case be needed to make good such the Product to Tracker's satisfaction. If any Product is damaged beyond repair or its repair would be uneconomic, the Subscriber will be liable for and pay for the replacement cost for that Product, together with a reasonable sum to cover Tracker's travel, time and involvement (said cost and sum to be determined by Tracker acting reasonably).
- 7.6** If the iQ.CAR device and/or its SIM card is lost, damaged or stolen, all charges for the Initial Subscription Period will still be due as detailed in the Agreement. If the Product is lost or stolen, the Subscriber's liability is a maximum of £100 if the Subscriber advises Tracker within 24 hours from the time the mobile equipment was lost or stolen. If the Subscriber advises Tracker after 24 hours but within 5 days of the iQ.CAR device and/or its SIM card being lost or stolen, liability is a maximum of £500. If the subscriber fails to inform Tracker within 5 days from the date the iQ.CAR device and/or its SIM card is lost or stolen, all charges are due until the time the Subscriber reports it missing to Tracker.

8 Confidentiality and IPR

- 8.1** The Subscriber will, and will ensure that its directors, officers, employees, agents and contractors will, hold confidential at all times any information received from Tracker or an affiliate of Tracker pursuant to the Agreement, including without limitation trade secrets, know how, intellectual property, designs, software applications and technology, and inventions, in each case created, licensed or operated by Tracker or such affiliate. No copies or unlicensed use of any intellectual property in or attaching to any Product or any other materials provided by Tracker to Subscriber under the Agreement may be made without Tracker's prior written consent in each case.

8.2 The Subscriber agrees that, in order to protect Tracker's property rights, certain Products will have been or may be fitted with a security device which will corrupt software information contained in that equipment if same is tampered with. The Subscriber accepts that it is under an obligation to ensure that the Products are not tampered with, and that it will have no claim against Tracker on any basis if any tampering occurs. The Subscriber agrees to indemnify Tracker against any indirect or consequential loss which Tracker may suffer as a result of such tampering, including without limitation any loss of business, revenue, anticipated savings, profit, goodwill or economic loss.

8.3 Title to all software and other intellectual property in or attaching to the Product remains at all times with Tracker or the relevant third party owner. Tracker hereby grants to the Subscriber a non-exclusive, personal, non-transferable, royalty free licence to use such intellectual property for the sole purpose of making use of the Product and Services as intended by and in accordance with the Agreement. To avoid doubt, title to the Product shall automatically vest in the Subscriber on payment in full by the Subscriber of all Charges.

9 Insurance

9.1 The Subscriber will insure the Product against all risks for their full replacement value throughout the term of the Agreement, and will on request by Tracker produce to Tracker a copy of said insurance policy and evidence that all premiums have been paid and the policy is in force.

10 Term and Termination

10.1 The Agreement shall be deemed to commence on the date of the completion of the On-line Order in accordance with these Terms (the "Commencement Date"), and shall, subject to clause 11.2, continue for the duration of the Initial Subscription Period, after which it shall continue for successive 12 (twelve) months periods ("Successive Periods") unless and until terminated by either party at the expiry of the Initial Subscription

Period or any Successive Period on not less than 30 (ninety) days' notice in writing to the other party. All Charges levied or otherwise due to Tracker prior to the date of termination or relating to the period up to termination shall on termination become immediately due and payable by the Subscriber. To avoid doubt, the Agreement shall not be terminable by the Subscriber under this clause 11.1 prior to expiry of the Initial Subscription Period.

10.2 Tracker shall be entitled to terminate the Agreement immediately by notice in writing to the Subscriber and to retake possession of any Products if: (i) any sum due to Tracker remains outstanding for 30 (thirty) days following its falling due; (ii) the Subscriber commits any material or persistent breach of its obligations under the Agreement which, in the case of a breach capable of remedy, remains unremedied 14 (fourteen) days after notice in writing from Tracker to the Subscriber specifying the breach and requiring it to be remedied; (iii) The Subscriber fails Tracker's credit checking procedures; (iv) the Subscriber is in Tracker's reasonable judgment unable to pay any of its debts as they fall due, goes insolvent, or enters an arrangement with its creditors or has an administrative manager or receiver appointed over any of its business or assets; (v) any Product is destroyed or substantially damaged such that Tracker cannot continue to provide Services; (vi) the Subscriber does anything (or allow anything to be done) which Tracker considers may damage or affect the operation of its data network; (vii) Tracker is unable for any reason to retain the connections or privileges necessary for provision of the Services, and in this case Tracker shall not be under any liability to the Subscriber on any basis by reason of such; (ix) the Services are being used for anything Tracker considers abusive, illegal, fraudulent or a nuisance; (x) the emergency services tell Tracker to, or a law or regulation is passed requiring Tracker to do so or (xi) the SIM card and/or iQ.CAR device are used in in a way described in clause 5.6

10.3 The Subscriber shall be entitled to terminate the Agreement immediately by notice in writing to Tracker if: (i) Tracker commits any material or persistent breach of its obligations under the Agreement which, in the case of a breach capable of remedy, remains unremedied 30 (thirty) days after notice in writing from the Subscriber to Tracker specifying the breach and requiring it to be remedied; (ii) Tracker is in the Subscriber's reasonable judgment unable to pay any of its debts as they fall due, goes insolvent, or enters an arrangement

with its creditors or has an administrative manager or receiver appointed over any of its business or assets; (iii) the Subscriber is unable to connect to Tracker's network or receives a severely degraded service compared to the typical service coverage received, for an unreasonable period of time; (iv) Tracker changes the Agreement to the Subscriber's material detriment including materially changing or withdrawing services subject to this Agreement.

- 10.4** On termination of the Agreement for any reason, the Subscriber shall remain liable to Tracker for any Charges levied or otherwise due to Tracker prior to the date of termination or relating to the period up to termination, any Product replacement costs, the cost of all repairs required to any Product to put same into a condition consistent with the performance by the Subscriber of their obligations under the Agreement and damages (if any) for any prior breach by the Subscriber of the Agreement. On termination, the Subscriber will at its own cost and risk immediately return all Products to Tracker. If the Subscriber fails so to return all Products to Tracker, Tracker shall be entitled to charge the Subscriber a reasonable rental fee in respect of all unreturned Products, such fees to accrue on a daily basis until return of all Products by the Subscriber in accordance with this clause 11.4. Tracker further reserves the right to charge the Subscriber for any Product replacement costs.
- 10.5** From the termination date, the Subscriber will cease to have access to all data services and vehicle data provided and collated under Services.
- 10.6** Termination of the Agreement, however caused, shall be without prejudice to any rights accrued by either party prior to termination.
- 10.7** If the Subscriber terminates the Agreement in accordance with this clause 11 and then subsequently wishes to reconnect the Product and receive further Products and/or Services, it must notify Tracker in writing. On receipt of such notification, and subject to Tracker confirming that the relevant Products are or remain in satisfactory working condition and the Subscriber paying all relevant Charges (including any reconnection charges), Tracker may agree to provide Products and Services again for a further Subscription Period commencing on such date as the parties agree in writing for this purpose.

11 Withdrawal and Cancellation

- 11.1** 12.1 The Subscriber may withdraw an offer to enter into the Agreement with Tracker or cancel the Agreement (without giving any reason for withdrawal or cancellation) at any time within the period (a) beginning upon the submission of an offer from the Subscriber and (b) ending at the end of 14 days after the day on which the Product comes into the Subscriber's physical possession or the physical possession of a person identified by the Subscriber to take possession of the Product.
- 11.2** In order to withdraw an offer to enter into the Agreement with Tracker or cancel the Agreement on the basis described in this Section 12, the Subscriber must inform Tracker of the decision to withdraw or cancel (as the case may be). The Subscriber may inform Tracker by means of any clear statement setting out the decision. In the case of cancellation, it is sufficient for the Subscriber to send a communication concerning the exercise of the right to cancel before the cancellation period has expired.
- 11.3** If the Subscriber cancels a contract on the basis described in this Section 12, the Subscriber must send the Products back to Tracker at TRACKER Network (UK) Ltd, is 1 Furzeground Way, Stockley Park, Uxbridge, Middlesex UB11 1BD without undue delay and in any event not later than 14 days after the day on which the Subscriber informs Tracker of the decision to cancel the Agreement. The Subscriber must pay the direct cost of returning the products. In this case, the Subscriber will receive a full refund of the amount paid to Tracker in respect of the On-line Order.
- 11.4** If the value of the Products returned by the Subscriber is diminished by any amount as a result of the handling of those Products beyond what is necessary to establish the nature, characteristics and functioning of the products, Tracker may recover that amount from you in accordance with clause 8.6. If the Product has been connected to the Vehicle by the Subscriber, the Connection Charge will be recovered by Tracker.

11.5 Tracker will refund money using the same method used to make the payment and Tracker will not incur any fees as a result of the refund. Tracker will process a refund due on the basis described in this Section 12 within the period of 14 days after the day on which returned products have been received. If Tracker has not sent the products to the Subscriber at the time of withdrawal or cancellation, Tracker will process a refund due without undue delay and, in any case, within the period of 14 days after the day on which Tracker were informed of the withdrawal or cancellation.

12 General

12.1 The Subscriber agrees that the Products are not supplied or acquired as an anti-theft device, and that Tracker has made no representation and given no warranty that any Product has such properties.

12.2 Tracker shall not be liable to the Subscriber on any basis for any failure or delay in performing its obligations under the Agreement; if such failure arises from any act of God, war, strike, lockout or other labour dispute, riot, civil insurrection, terrorism, fire, flood, drought, legislation, system network failure or interruption, or any other cause beyond Tracker's reasonable control (each a "Force Majeure" event). To avoid doubt, the Subscriber agrees that functioning and coverage of GSM/GPS networks and the internet are matters beyond Tracker's reasonable control. Tracker will not be liable to rebate any payment to the Subscriber in the event of such failure or delay occurring.

12.3 Tracker shall not be liable to the Subscriber on any basis for degradation of the service for reasons outside Tracker's control including, but not limited to: weather conditions; damage to Tracker's and/or their Data Provider's network infrastructure and base stations including moving or removing base stations; the Subscriber moving home location into an area with no or poor network coverage; the number of people using the network at any one time; using a different network operator that does not offer the same level of service or network coverage as Tracker's and/or their Data Provider; the Vehicle manufacturer limiting or barring access to information and services available from the Vehicle's OBD-II port or other factors outside Tracker's reasonable control such as new buildings and structures being erected between the Subscriber and Tracker's and/or their Data Provider's base stations.

12.4 Any notice by either party to the other shall be sent by prepaid first class mail or delivered by hand or courier to the address of the other party set out in the Agreement or to such other address as may be notified in accordance with this clause 12.3. Any notice delivered by hand or courier shall be deemed accepted when received, and when signed for in the case of delivery by courier, and when sent by prepaid first class mail two business days after the date on which it was posted.

12.5 The Subscriber may not assign, sub-contract or otherwise dispose of any of its rights or obligations under the Agreement without Tracker's prior written consent. Tracker may assign any right or burden under the Agreement in whole or part as it sees fit.

12.6 Subject to providing the Subscriber 60 (sixty) days' notice in writing, Tracker may in its sole discretion vary any part of this Agreement (including without limitation a Specification). If the Subscriber does not agree to the variation and the variation has a non-trivial financial or operational impact on the Subscriber, the Subscriber may terminate the Agreement under clause 11.3. Tracker will use reasonable endeavours to display the most recent version of the Agreement or such portion of such on the Website as Tracker reasonably determines from time to time.

12.7 If any portion of the Agreement is held unenforceable to any extent, it shall be enforced to the fullest extent allowed by law and the validity of the remainder of the Agreement shall not be affected.

12.8 Tracker shall have a right of set-off against any sum due from Tracker to the Subscriber, any sum which is at the date of set off due and owing from Subscriber to Tracker.

12.9 No person or undertaking who is not a party to the Agreement shall have any right to enforce any term of the Agreement under the Contracts (Rights of Third Parties) Act 1999.

12.10 Tracker may waive any default by the Subscriber in the due performance of the Subscriber's obligations under the Agreement, provided that any such waiver shall not affect Tracker's right to payment then in arrears and to interest on such payment in accordance with these Terms, and shall not disentitle Tracker from claiming and enforcing any rights and remedies and damages which Tracker may have if the Subscriber fails to make any subsequent payment in its due date or subsequently default under any term of the Agreement.

12.11 The Agreement shall be governed by English law and the parties agree to submit to the exclusive jurisdiction of the English courts.

13 Data Limitations

- 13.1 For Products enabled with WiFi, data is limited to a monthly maximum in accordance with the On-line Order. Should this data be exhausted during a calendar month, the WiFi data element of the Services will be suspended until the commencement of the following calendar month. Notwithstanding this, information about positioning, speed and other information about Vehicles will be still be available.
- 13.2 WiFi data is only available within the UK and will not operate outside the UK. Data roaming is not available. Information about positioning, speed and other information about Vehicles is available Europe wide.
- 13.3 WiFi data allowance unused during a calendar month will not be available in the following calendar month.

14 Data Protection

- 14.1 The Subscriber is under the Agreement giving information to Tracker which constitutes "personal data" under the Data Protection Act 1998 (the "DPA"). Such information is referred to in this Clause 13 as "Subscriber Data". Without prejudice to the generality of the foregoing, if the Subscriber contacts Tracker electronically, Tracker may collect the Subscriber's electronic identifier, e.g. IP address or telephone number supplied by the Subscriber's service provider. Tracker may monitor and record telephone calls in order to improve service and to prevent and detect fraud.
- 14.2 Tracker will use Subscriber Data (which includes information about transactions), and share it with Group companies and affiliates from time to time, to manage the provision of equipment and Services in accordance with our Privacy Policy from time to time (including without limitation and subject to Clause 13.6, directly and via its Group companies and affiliates for marketing purposes) and this Clause 13, and, if there is any inconsistency between them, the Privacy Policy will prevail. Any such Group company or affiliate will be obligated to protect the Subscriber Data shared with it consistently with Tracker's responsibilities as data controller of such data. Tracker may transfer Subscriber Data to other countries, in which case Tracker

will ensure that any recipient provides an adequate level of protection for such data. From time to time, Tracker may change the way it uses Subscriber Data. Where Tracker believes the Subscriber may not reasonably expect such a change, it will notify the Subscriber in writing of any such change (which may, without limitation, be effected by way of posting on the Website). If the Subscriber does not object in writing to a change within 14 (fourteen) days, it shall be deemed to consent to the change. Tracker may also utilise the services of other companies and individuals to perform functions on its behalf, including for example to provide marketing assistance and customer services. 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 this subscription agreement and as permitted by applicable data protection laws.

- 14.3 Tracker may obtain personal data about the Subscriber from credit reference agencies and fraud prevention agencies to check the Subscriber's credit status and identity. Such agencies will record Tracker's enquiries, which may potentially be seen by other undertakings, who may make their own enquiries. If the Subscriber provides false or inaccurate information and Tracker suspects fraud, Tracker will record this. Details relating to credit reference and fraud prevention agencies are detailed in the Privacy Policy on the Website.
- 14.4 If the Subscriber pays Subscription Charges by direct debit, Tracker may retain payment details securely for the duration of the Agreement in order to enable payments to be drawn on appropriate payment dates in accordance with the terms of the Agreement. The Subscriber may withdraw this consent at any time by notice in writing to Tracker.
- 14.5 Tracker uses cookies on the Website. For more information on how Tracker uses cookies, the Subscriber should read Tracker's iQ.CAR End User Licence Agreement in relation to Use of Cookies on the Website.
- 14.6 If the Subscriber wishes to have a copy of their personal data held by Tracker, the Subscriber should contact Tracker's Data Protection Officer in writing c/o Tracker's registered address. An administration fee may be payable.

- 15.7** Tracker may, and may for this purpose share Subscriber information with Group companies and affiliates of Tracker from time to time and as permitted under the Privacy Policy, inform the Subscriber by letter, telephone and/or electronic means (including without limitation email and mobile messaging) of products, services and additional benefits which may be of interest to the Subscriber. If the Subscriber would prefer not to receive such information, or would prefer to receive it only from Tracker and/or certain Group companies and affiliates, please inform Tracker of this in writing via the mechanism set out in Clause 13.5.
- 15.8** Tracker is acting at all times through the Subscription Period as a data controller (as defined in the DPA) in collecting, storing and processing Subscriber Data. Tracker shall, in its capacity as data controller of Subscriber Data, fully comply at all times with all applicable laws and regulatory requirements regarding such Subscriber Data.



TRACKER Network (UK) Ltd.

1 Furzeground Way, Stockley Park, Uxbridge, Middlesex UB11 1BD

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