

## TERMS OF SALE OR HIRE

This document tells you the terms and conditions on which we supply the TRAAKiT monitor, accessories, and services (the "TRAAKiT Services") to you. Please read these terms and conditions carefully before ordering any TRAAKiT Services.

You understand that by ordering any of our TRAAKiT Services, you agree to be bound by these terms and conditions of sale or hire (the "Terms of Sale or Hire") and that they will form part of any contract between us and you (a "TRAAKiT Contract").

If you do not accept these terms and conditions, you will not be able to order any TRAAKiT Services from us.

### 1 INFORMATION ABOUT US

- 1.1 Radaw Limited ("we", "us", "our") is registered in England and Wales under company number 05444924 and has its registered office at Hill Farm, Station Road, Dullingham, Newmarket, Suffolk CB8 9UT.
- 1.2 [www.traakit.co.uk](http://www.traakit.co.uk) is a website operated by Radaw Limited (the "Website").
- 1.3 The Website is designed to provide information about the TRAAKiT range of products and services, to provide a means by which you may order the TRAAKiT Services and, within the password protected areas, to enable registered users to use the TRAAKiT Services they have ordered.

### 2 SERVICE AVAILABILITY

- 2.1 TRAAKiT Services are only available to people in the countries listed below. Specifically, we do not accept orders from outside these countries and we will only send SMS text messages to mobile phones registered in these countries:

United Kingdom

- 2.2 Our Website Terms and Conditions of Use are available on the Website and they are expressly incorporated into these Terms of Sale or Hire.

### 3 HOW THE CONTRACT IS FORMED BETWEEN US

- 3.1 Online

Step 1 - Complete an order form for the TRAAKiT Services, completing the information in all the required fields.

Step 2 - Pay using one of the credit or debit cards listed on the order form. Currently we accept credit and debit card payments using 128 bit encryption and on a certified secure server so you can pay with complete confidence.

Step 3 - After placing an order, you will receive an e-mail from us acknowledging that we have received your order. Please note that this does not mean that your order has been accepted. Your order constitutes an invitation to us to supply the TRAAKiT Services to you. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you a second e-mail (the "Order Confirmation"). That acceptance will be deemed complete and will be deemed for all purposes to have been effectively communicated to you when you are able to access it. The TRAAKiT Contract between us and you will therefore only be formed when we send you the Order Confirmation and will be subject to these Terms of Sale or Hire.

Step 4 - Once the Order Confirmation has been sent and a TRAAKiT Contract has been formed between us, we will then process your payment for the TRAAKiT Services.

### 3.2 Via our Call Centre

Step 1 - When you call our Call Centre one of our call centre operatives will take the details of your order for the TRAAKiT Services.

Step 2 - At this time our call centre operative will also take the details of the particular payment method you wish to use for the TRAAKiT Services and advise you to obtain a copy of these Terms of Sale or Hire from the Website.

Step 3 - We will then contact you by email, confirming the details of your order and enclosing a copy of these Terms of Sale or Hire.

Step 4 - Once you have received confirmation of the details of your order and these Terms of Sale or Hire a TRAAKiT Contract between us has been formed subject to these Terms of Sale or Hire. We will then process your payment for the TRAAKiT Services.

3.3 All contracts for the purchase or hire of the TRAAKiT Services are governed by these Terms and Conditions of Sale.

## 4 YOUR RIGHT TO CANCEL YOUR AGREEMENT WITH US

4.1 Where you are purchasing via the Website or via the Call Centre, you have the right to cancel your order by contacting us at [customerservices@traakit.co.uk](mailto:customerservices@traakit.co.uk) within 7 days of Step 4. Should you have received a TRAAKiT product from us then you may return it to us for a refund in accordance with the terms and conditions of our Returns Policy which is available on our Website.

## 5 DELIVERY

5.1 Our delivery charges will be notified to you when you order via the Website or Call Centre.

5.2 We shall deliver to the address of the card holder whose card is being used for payment. The address should be one where someone will be present to accept receipt during normal business hours.

5.3 We will use reasonable endeavours to deliver any order to you within our standard timescales shown on the Website but do not guarantee to do so. Any delivery dates quoted are intended as fair estimates only and do not form part of these Terms of Sale or Hire. We will keep you informed via the Website of the progress of your order and the likely delivery date.

5.4 We hold a limited stock of TRAAKiT products for hire, so all hires are subject to availability. We will advise you of the availability when we confirm your order.

5.5 The TRAAKiT product will be at your risk and responsibility from the time of delivery. If purchased and it is lost, or damaged then we will be happy to supply a replacement at our normal charges as set out on the Website. If hired, then we will retain the deposit and charge you for the balance of the purchase price of a new TRAAKiT product.

5.6 The SIM card in your TRAAKiT Services belongs to us but it is your responsibility to keep it safe. At the end of any TRAAKiT Contract we shall deactivate the SIM card.

## 6 TRAAKIT SERVICES

6.1 Our obligations

(a) We will provide you with full instructions on how to use your TRAAKiT Services.

(b) We will use reasonable skill and care in providing the TRAAKiT Services but you recognise that all mobile telecommunications equipment is dependent on the availability of

the telecommunications network and so there may be periods during which it is unavailable.

- (c) We will replace free of charge any TRAAKiT product that you have purchased found to be defective through faulty design or workmanship within a period of 12 months from the original date of delivery. Defects due to misuse or accident are excluded. The process for returning the defective product is contained in our Returns Policy which is available on our Website. The replacement may not necessarily be a new TRAAKiT product.
- (d) We will endeavour to answer all queries regarding the TRAAKiT Services through the Website or Call Centre within a reasonable time.
- (e) We reserve the right to suspend the TRAAKiT Services without liability and without telling you:
  - (i) in order to upgrade or carry out maintenance of the Website;
  - (ii) if you are in breach of the TRAAKiT Contract; or
  - (iii) if you notify us that your TRAAKiT monitor has been lost.
- (f) We use reasonable endeavours to provide TRAAKiT Services to you at all times. However, we do not guarantee that the TRAAKiT Services will be continuous and fault free. The TRAAKiT Services are only available when there is both GPS and T-Mobile network coverage. We do not assume any responsibility for loss of network coverage, the unavailability of or inadequate GPS coverage or the inability to locate your TRAAKiT monitor at any time.

## 6.2 Your obligations

- (a) You must not use or allow any other person to use the TRAAKiT Services:
  - (i) in any manner which constitutes an infringement of any third party rights (including Intellectual Property Rights);
  - (ii) to transmit any information or content for the purposes of publicity, promotion and/or advertising without the prior written consent of Radaw;
  - (iii) to send a message or communication which is offensive, abusive, defamatory, obscene, menacing or illegal;
  - (iv) to cause annoyance, inconvenience or needless anxiety to, or breach the rights of any other person;
  - (v) to perform any illegal activity;
  - (vi) to introduce viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful or intended to disrupt the TRAAKiT Services or any third party network;
  - (vii) on an aircraft in contravention of any applicable law or civil aviation authority, airline or other rule or regulation
- (b) You must not or allow any other person to modify, open or tamper with the TRAAKiT monitor.
- (c) You must obtain the owners prior consent before you use or allow any other person to use the TRAAKiT Services to monitor the location of assets or equipment or anything else.

- (d) You may not under any circumstances use or allow any other person to use the TRAAKiT Services to monitor the location of any person without that person's express consent.
- (e) When you hire TRAAKiT Services from us, in addition to your responsibilities set out in this clause:
  - (i) you are responsible for all damage howsoever caused to the TRAAKiT product;
  - (ii) you must inform us immediately if you believe your TRAAKiT product to be defective. We will replace the defective TRAAKiT product and extend the period of hire by the amount of time that it takes us to replace the defective product. Defects due to misuse or accident are excluded. The process for returning the defective product is contained in our Returns Policy which is available on our Website.
  - (iii) at the end of the hire period, you must return the TRAAKiT product and all the accessories to us in accordance with our Returns Policy.
- (e) You must notify us immediately at [customerservices@traakit.co.uk](mailto:customerservices@traakit.co.uk) if your TRAAKiT monitor is lost.

**6.3 Fair Use Policy** – the price of the TRAAKiT Services allows you up to 400 location reports per month which we consider is more than enough for you. If, however, you use your TRAAKiT Services in such a way that the number of locations reported to our central server is likely to exceed 400 in any month, we shall advise you to reduce your usage and that we reserve the right to impose additional charges for usage in excess of the 400 location reports. In the event that you decline to accept such additional charges, we reserve the right to disconnect the TRAAKiT Services once the 400 location reports have been made and to reconnect at the start of the next month.

## **7 PRICE AND PAYMENT**

- 7.1 The prices of TRAAKiT Services are as quoted by us via the Call Centre or on our Website from time to time, except in cases of obvious error. These prices include VAT. The price for hiring The TRAAKiT Services is on a monthly basis or part thereof plus a deposit which is refundable in full upon the return of the TRAAKiT product and accessories to us in good working condition.
- 7.2 We will allow you to convert your hire of TRAAKiT Services to a purchase and we shall apply a discount to the purchase price of the TRAAKiT product. The level of discount will be quoted on our Website. Should you wish to convert your hire to a purchase, you need to notify us on [customerservices@traakit.co.uk](mailto:customerservices@traakit.co.uk). We will then advise you of the process that you will need to follow. Once you have purchased your TRAAKiT Services, the TRAAKiT Contract for hire will be deemed terminated and replaced by the TRAAKiT Contract for purchase.
- 7.3 Payment for all TRAAKiT Services must be by credit or debit card. Direct Debits are accepted in certain circumstances as published on the Website.
- 7.4 For purchases, we agree not to increase the charges during the Initial Term but after that we reserve the right to increase the charges to take account of increases in costs to us. For hires, we agree not to increase the prices during the period of hire.
- 7.5 If any sum is not paid within 30 days after the due date, then without prejudice to any other rights and remedies we may have, we may charge interest on a daily basis at the rate of 3% above Barclays Bank PLC Base Rate from time to time in force, compounded quarterly, from the date for payment of that sum to the date of actual payment.

## **8 TERM AND TERMINATION**

- 8.1 The TRAAKiT Contract for purchases shall continue for an initial term of 12 (twelve) months (the "Initial Term"). Thereafter, we will continue to supply the TRAAKiT Services on a month to month basis until either us giving 30 days' written notice to the other or as otherwise terminated below.
- 8.2 The TRAAKiT Contract for hires shall commence at midnight on the day following the day that we ship the TRAAKiT product and accessories to you and shall continue on a month to month basis until such time as you return the TRAAKiT product and accessories to us in good order and we have received them. For the sake of clarity, if we ship on 2<sup>nd</sup> March, The TRAAKiT Contract will be deemed to commence at 0000 on 3<sup>rd</sup> March and we must receive the the TRAAKiT product and accessories back by 0000 on 3<sup>rd</sup> April, if you are not to be charged for an additional month's hire.
- 8.2 Either of us may end this TRAAKiT Contract immediately by writing to the other if the other does not comply with this TRAAKiT Contract and does not remedy it within 21 days of being asked in writing to do so.
- 8.3 Either of us may end this TRAAKiT Contract immediately by writing to the other if we are unable to provide the TRAAKiT Services to you for more than 30 days.
- 8.4 You may end the TRAAKiT Contract for purchases by giving thirty days' written notice to us to expire on or any time after the expiry of the Initial Term or of any applicable renewal period. You may end the TRAAKiT Contract for hires by returning the TRAAKiT product and accessories to us.
- 8.5 On expiry or termination of the TRAAKiT Contract:
- (a) we will deactivate your TRAAKiT Services;
  - (b) you will no longer be entitled to use your TRAAKiT Services; and
  - (c) you will have to pay all fees still outstanding.

## **9 PERSONAL IDENTIFICATION AND PASSWORD**

- 9.1 In order to protect your personal details and provide security in using the TRAAKiT Services, you will be supplied with a username and password to enable access to the Website.
- 9.2 It is your responsibility to protect the security of your username and password. A breach of this TRAAKiT Contract by anyone to whom you disclose your username and password will be treated as a breach by you.
- 9.3 In the event that your username and password becomes known to any unauthorised person you must immediately notify us, so we can change your username and password.
- 9.4 You must ensure that any personal information that you provide to us is complete and accurate and you must keep it up to date.

## **10 LIABILITY**

- 10.1 Radaw will not be liable in any way for any increased costs or expenses, loss of profit business contracts revenues or expected savings or any special indirect or consequential damage whatsoever arising out of any provision or use of the TRAAKiT Services or of any error or defect in either or of the performance non-performance or delayed performance of the TRAAKiT Services by us.
- 10.2 Our total aggregate liability for any loss or damage arising out of, or in connection with use of the TRAAKiT Services will not exceed the actual payment received by us from you for the TRAAKiT Services.

10.3 Radaw does not attempt to exclude or limit its liability for death or personal injury caused by its negligence or for fraudulent misrepresentation or for liability under the Consumer Protection Act 1987.

10.4 The warranties in this TRAAKiT Contract replace and exclude to the extent permitted by law, all other conditions, warranties and representations (express or implied), statutory or otherwise. If you are a consumer, the terms of this TRAAKiT Contract will not affect any rights which you may have in law and which cannot be excluded by agreement.

## **11 INTELLECTUAL PROPERTY**

11.1 The intellectual property in the TRAAKiT Services is owned by or licensed to Radaw and are protected by copyright, trademarks, service marks, trade names and other Intellectual Property Rights. Unauthorised use of the TRAAKiT Services by you or anyone else may violate Radaw's Intellectual Property Rights.

11.2 You must not attempt to reverse engineer, decompile or disassemble the TRAAKiT Services or knowingly allow others to do so, except to the extent that applicable laws specifically prohibit such restriction. You may not modify the TRAAKiT Services or create derivative works of any kind.

## **13 WRITTEN COMMUNICATIONS**

13.1 When using our Website, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our Website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

## **14 EVENTS OUTSIDE OUR CONTROL**

14.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations to provide the TRAAKiT Services that is caused by events outside our reasonable control.

## **15 OUR RIGHT TO VARY THE TERMS OF SALE OR HIRE**

15.1 We reserve the right to revise and amend these Terms of Sale or Hire from time to time including to comply with any changes in law or applicable safety requirements.

## **16 MISCELLANEOUS**

16.1 These Terms of Sale or Hire constitute the entire agreement between us. Any clause in these Terms of Sale or Hire that is found to be invalid or unenforceable shall be deemed deleted and the remainder of these terms and conditions shall not be affected by that deletion. No waiver of any term shall be deemed a further or continuing waiver of such term or any other term. Nothing in these Terms of Sale or Hire shall confer on any third party any benefit or the right to enforce any provision of these Terms of Sale or Hire.

## **17 LAW AND JURISDICTION**

17.1 These Terms of Sale or Hire for the purchase of TRAAKiT Services will be governed by English law. Any dispute arising from, or related to the purchase of our TRAAKiT Services shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.