



Sprint Telematics Platform Terms and Conditions

1. Definitions

1.1. In these Terms and Conditions or any subsequent additions to the Terms and Conditions as advised to the Subscriber from time to time the expressions used herein shall be as defined in the Customer Subscription Agreement or as defined below:-

"Agreement" means these Terms and Conditions together with the Customer Subscription Agreement; "Annual Subscription" means payment for a provision of a Service for a 12 month period; "Authorised User" means any person lawfully authorised by the Subscriber to use the Vehicle; "Commencement Date" means the date on which the Sprint Telematics system was installed; "Customer Subscription Agreement" means the Subscription Agreement on the reverse of these Terms and Conditions; "Duration of Ownership Subscription" means payment for provision of a Service for the duration of the Subscriber's Ownership of the Vehicle; "Equipment" means the equipment supplied by Sprint Telematics and installed in the Subscriber's Vehicle; "Service" means the vehicle tracking service to be provided by Sprint Telematics hereunder; "Sprint Telematics" means Sprint Telematics Company Number 04409359, trading as Sprint Telematics, whose registered office is Monometer House, Rectory Grove, Leigh-on-sea, Essex, SS9 2HW; "Subscriber" means the person, firm or company whose order for the Equipment and the Service has been accepted by Sprint Telematics "Subscriber Instructions and Procedures" means the set of instructions and procedures to be followed by the Subscriber in order to ensure the proper operation of the services; "Territory" means England, Wales and Scotland and such other countries as Sprint Telematics may notify the Subscriber in writing from time to time; "Vehicle" means the Subscriber's vehicle into which the Equipment is to be installed.

1.2. Reference in these terms and conditions to the singular number includes the plural and vice versa and to the masculine gender includes the feminine.

1.3. Headings to clauses are included for ease of reference and should not affect the interpretation of these Terms and Conditions.

2. Customer Subscription Agreement

2.1. The Customer Subscription Agreement comprises an offer by the Subscriber to purchase the Equipment and subscribe to the Service. No binding contract shall be formed until the Customer has signed the Customer Subscription Agreement to indicate its acceptance of Sprint Telematics offer.

2.2. Upon such acceptance, Sprint Telematics

2.2.1. sell the Equipment to the Subscriber and procure installation in the Vehicle:

2.2.2. provide the Service in accordance with these Terms and Conditions. By signing the Customer Subscription Agreement, the Subscriber should be deemed to have accepted these Terms and Conditions which are covered in the Agreement;



2.2.3. the Subscriber agrees and undertakes to observe and comply with all the Subscriber Instructions and Procedures associated with the Services.

3. Installation of Sprint Telematics Equipment hereby agrees to: -

3.1. Upon completion of the Customer Subscription Agreement Sprint Telematics will arrange for installation into the Vehicle of the Equipment by an authorised installation engineer if this has been requested at the time of purchase.

3.2. Sprint Telematics will have no liability whatsoever for the performance of the Equipment if it is installed by an installation engineer who is not authorised by

3.3. Sprint Telematics will not be held liable for any act or indirect loss caused by the installation process other than any direct loss caused by negligence of the installation engineer authorised by Sprint Telematics during the course of the installation of the Equipment.

3.4. Sprint Telematics will provide the Subscriber with the Subscriber Instructions and Procedures for the Subscriber to follow for the proper operation of the Equipment.

4. Title and Risk

4.1. Risk of damage to or loss of the Equipment shall pass to the Subscriber when the Equipment is installed in the Subscriber's Vehicle but ownership shall not pass to the Subscriber until Sprint Telematics has received payment in full in cash or cleared funds for the price of the Equipment and all other sums which the Subscriber may owe to Sprint Telematics on any other account.

4.2. The Subscriber shall be responsible for insuring the Equipment from the date of delivery.

5. Payment

5.1. The price of the Equipment and the Service shall be the Sprint Telematics price current on the date of the Customer Subscription Agreement. The Subscriber shall pay for the Equipment and the Services by credit/debit card - Future services will be via direct debit. The Equipment will not be dispatched to Customers purchasing Equipment from Sprint until full payment has been received.

5.2. Where Sprint Telematics have agreed to accept Duration of Ownership Subscription, the provision of the Service shall apply only to the Subscriber while they remain the owner of the original vehicle. All Subscription charges must be paid at the time of the installation of the Equipment.

5.3. All sums shall be payable by the Subscriber at the rate and in the manner from time to time prescribed by law.

5.4. If any sums due from the Subscriber to Sprint Telematics hereunder remain unpaid for more than 14 days from the due date for payment, then without prejudice to any other rights or remedies, Sprint Telematics will be entitled to:

5.4.1. interest on the outstanding sum at the rate of 2% above the base lending rate of National Westminster Bank plc, which interest shall accrue on a daily basis from



the due date for payment until payment is received in full by Sprint Telematics together with all interest that has accrued;

5.4.2. suspend the provision of the Service until full payment and re-connection fee has been received; and/or

5.4.3. terminate this Agreement.

5.5. The Subscriber shall reimburse Sprint Telematics on demand in respect of all costs and expenses incurred by Sprint Telematics in tracing a Subscriber and in taking steps to enforce payment of any sums due.

5.6. If the Subscriber's bank fails to honour any direct debit, cheque or other method of payment, the Subscriber shall reimburse Sprint Telematics in respect of any costs incurred in representing the same.

5.7. It is the Subscriber's responsibility to ensure the Agreement is cancelled in the event that they pay by an automatic continuous payment and cover is no longer required at renewal. In respect of payments made by Direct Debit this should be done both with the bank and with Sprint Telematics Limited.

5.8. All customers that have purchased a previously owned vehicle with a Sprint Telematics system already installed must pay a one-off administration fee plus current subscriptions cost.

6. Equipment Warranties

6.1. If the Equipment becomes inoperative or develops faults by reason of defective components, workmanship or design within 12 months of purchase Sprint will use its reasonable endeavours to transfer to the Subscriber the benefit of any warranty guarantee or indemnity given to Sprint Telematics by the manufacturer of the Equipment.

6.2. The express terms of this Agreement constitute all the warranties, conditions terms undertakings and obligations implied by statute, common law, custom trade usage or otherwise provided where the Subscriber deals as a consumer, nothing in this Agreement shall affect the statutory rights of Consumers.

6.3. If a previously owned vehicle is purchased with a Sprint Telematics system installed the standard one year warranty is applicable from the original date of installation.

7. Limitation of Liability

7.1. Sprint Telematics does not accept any liability to the Subscriber or to others in connection with this Agreement for loss of profit, loss of business, depletion of goodwill, loss of opportunity, loss of data, loss of use, loss of contracts, loss of expected sales or interruption to business ("Losses"). If however Sprint Telematics is found to be liable to the Subscriber or to others for any of the Losses or for breach of contract, misrepresentation, misstatement or other tortious acts or omissions including negligence, arising under or in connection with the Agreement, Sprint Telematics maximum liability shall be the Annual Subscription Charges paid by the Subscriber in the 12 month period in which the Losses occurred.



7.2. Nothing in this Agreement excludes Sprint Telematics liability to the Subscriber for fraudulent misrepresentation or for death or personal injury resulting from its negligence.

7.3. In particular, Sprint Telematics shall not be liable for any loss or damage caused by:-

7.3.1. the acts or omissions of the driver of the Vehicle or any loss caused to the Subscriber as a direct or indirect result of the Vehicle being stolen;

7.3.2. the operation of the Service being adversely affected by physical features such as underpasses, atmospheric conditions and other causes of interference beyond Sprint Telematics control. Sprint Telematics can give no guarantee that the Vehicle will be successfully located or that the Services will work in adverse conditions. In particular the operation of the Equipment, the provision of the Service in accordance with this Agreement depends to a large extent upon the operation of the digital cellular telecommunications technology with which the Equipment operates and it is possible that from time to time it is not operative in all parts of the Territory.

7.4. The Subscriber agrees and acknowledges that the purchase of the Equipment and the provision of the Services do not in any way mitigate the Subscriber's duty to obtain adequate insurance for the Vehicle.

7.5. Limitation of liability is subjected to clause 7.1 but nothing in these terms and conditions shall affect the subscriber's statutory rights as a consumer.

8. Assignment

8.1. This Agreement is personal to the Subscriber and relates exclusively to the Vehicle in which the Equipment was originally installed. This Agreement may not be assigned to any third party.

9. Suspension of Services and Force Majeure

9.1. Sprint Telematics may at its sole discretion without liability at any time suspend the Service (in whole or in part) if there is a technical failure which affects the provision of the same, or if any modification or maintenance /is being carried out to the Sprint Telematics tracking network, with changes to the service, required by the governmental or regulatory authority. Sprint Telematics reserves the right to suspend the delivery of the Equipment or suspend the Services if they are prevented from such delivery or provision of the Services due to circumstances beyond their control including, without limitation, strikes, lock outs or other industrial disputes (whether involving the workforce of Sprint Telematics or of any other party) act of God, government actions, war, riot, hostilities, whether they be declared or not, armed conflict, terrorist attack, terrorist activity, nuclear, chemical or biological contamination, sonic boom, civil commotion, invasion, revolution, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, power failure, breakdown of network services, fire, flood, storm, disease, epidemic, default of suppliers or sub-contractors, difficulties or increased expense in obtaining the Equipment, import or export regulations or embargoes. If the event in



question continues for a continuous period in excess of three months, either the Subscriber or Sprint Telematics shall be entitled to give the other written notice to terminate this Agreement.

10. Term and Termination

10.1. Subject to Clause 9.1, this Agreement shall commence upon the Commencement Date and shall continue for a minimum fixed period of 12 months and thereafter shall automatically be renewed each month unless terminated by either party giving 90 days written notice.

10.2 After 12 months Sprint Telematics will accept 30 days' notice of termination but only if the unit and sim card are returned to Sprint Telematics. No cash refund will be given for the unit and sim card under these conditions

10.3. Without exception, all subscriptions that are taken out must be terminated at the time the Subscriber disposes of the subscribed Vehicle. Subscription Agreements are non-transferable and non-refundable including cases whether the Vehicle is written off, sold or if the same Sprint Telematics unit is reinstalled into another Vehicle.

10.4. Either party may by written notice to the other party terminate this Agreement in the event that:-

10.4.1. the other party is in material or persistent breach of this Agreement, or in the event that such breach can be remedied, the breach has not been remedied within 30 days of written notice of such breach by one party to the other;

10.4.2. the other party becomes insolvent or bankrupt, enters into liquidation whether voluntary or compulsory, passes a resolution for its winding up, has a receiver or administrator appointed over the whole or any part of its assets, makes any composition or arrangement with its creditors or takes or suffers any similar action in consequence of its debt;

10.5. Sprint Telematics may terminate this Agreement with immediate effect on written notice to the Subscriber in the event that:-

10.5.1. any government or regulatory approvals for the use of the Equipment or Services are withdrawn, suspended or amended at any time;

10.6. Termination shall be without prejudice to the accrued rights of the parties as at the date of termination.