

GeoTracer TT – General Terms and Conditions

Article 1 – General Definition of the Service

The performance of this agreement requires the installation of an onboard vehicle positioning system approved by GeoTracer.

The installation of the onboard positioning system must be carried out by an installer certified by INCERT and approved by GeoTracer.

This agreement becomes effective once GeoTracer has received all documents duly completed and signed by both the installer and the customer, and after the positioning system has been successfully tested and validated.

The services provided by the INCERT-certified monitoring center E.S.C./Praxis include vehicle tracking and remote vehicle immobilization following a confirmed theft, in accordance with applicable legislation.

Under the terms of this agreement, the E.S.C./Praxis monitoring center undertakes to provide vehicle tracking services 24 hours a day, 7 days a week, following confirmation of a theft.

GeoTracer shall not be held liable for any malfunction or failure of the GSM and/or GPS network, regardless of whether such failures are intentional or unintentional.

Article 2 – Service Execution

Upon receiving and identifying a call from the customer, or immediately upon receipt of a verified and validated alarm following a confirmed theft, and in accordance with applicable legislation, the monitoring center will remotely locate the vehicle and, in consultation with the police, transmit a remote immobilization command to prevent the vehicle from being driven away again.

The following services are included in the subscription fee:

- Communication costs between the onboard positioning system and the monitoring center following a confirmed theft.
- Telephone communications between the monitoring center and the police.

The following are **not** included:

- Communication costs resulting from incorrect operation by the customer (false alarms generating administrative costs).
- Communication costs resulting from unjustified intervention requests by the customer or malfunctions of the onboard system.
- Communications and services requested specifically by the customer or by public authorities. Continuous monitoring requested by the customer will be invoiced separately.
- Any costs relating to interventions by public or private emergency services remain entirely at the customer's expense.

Article 3 – Duration and Termination

This agreement is concluded for a period of twelve (12) months and shall be automatically renewed for successive periods of equal duration.

Either party may terminate the agreement by registered mail with acknowledgement of receipt, subject to a notice period of three (3) months prior to the expiry date.

The agreement shall enter into force no earlier than the day following its signature, provided GeoTracer has received all required documents duly completed. Subscription fees shall be invoiced from the first day of the month in which the installation takes place.

GeoTracer shall not be liable for any compensation if all required documentation has not been received within two (2) days after the agreement has been signed.

Documents may initially be sent by email or fax; however, the original signed documents must subsequently be forwarded to GeoTracer.

Article 4 – Price and Payment Terms

The subscription fee payable by the customer, including the GSM communication subscription, is specified on the reverse side of this agreement.

Payment must be made annually in advance.

The customer undertakes to maintain a valid direct debit authorization linked to an account with sufficient funds throughout the duration of the agreement and shall notify GeoTracer in writing in advance of any changes to the bank account details.

The subscription fee shall be adjusted annually in accordance with the statutory SOPA Index.

Should any new legal provisions result directly or indirectly in increased service costs (including, but not limited to, salary costs, reductions in working hours, safety regulations or professional standards), GeoTracer reserves the right to pass these additional costs on to the customer as from the date such measures become effective.

In the event of total or partial non-payment on the due date without valid justification, the outstanding balance shall automatically, and without prior notice of default, accrue:

- contractual interest of 8% per annum; and
- liquidated damages equal to 12% of the outstanding balance, with a minimum of €150 and a maximum of €2,500,

even where payment extensions have been granted.

Any transfer of this agreement to another customer shall incur:

- an administrative and testing fee of €50; and
- payment of a new subscription.

If the agreement is permanently terminated during its contractual term due to a total loss of the vehicle and upon written request of the customer, the outstanding balance shall remain payable.

Article 5 – GeoTracer Obligations

Without prejudice to any specific provisions contained in annexes to this agreement, GeoTracer guarantees:

- Continuous operation of the monitoring center, 24 hours a day, 365 days a year, except in cases of force majeure.
- Activation of vehicle monitoring within 24 hours after receipt of all properly completed required documents.
- The monitoring center cannot guarantee its services if the onboard positioning system is defective or has been taken out of service for maintenance, repairs, testing, installation work, or any other circumstances beyond its control.

Article 6 – Customer Obligations

The customer undertakes to:

- Ensure that the onboard positioning system, including its internal battery and the vehicle battery, is maintained or repaired at the customer's expense (outside the one-year warranty period) by an installer certified by INCERT and approved by GeoTracer.
- Immediately notify GeoTracer in writing of any administrative changes concerning the vehicle, its registration, contact telephone numbers or address. Any issues arising from incomplete or inaccurate documentation release GeoTracer from liability.
- Request intervention from the monitoring center solely for vehicle tracking and immobilization following a confirmed theft.
- Notify GeoTracer immediately, both in writing and by telephone, of any defect, interruption or malfunction of the equipment.
- Refrain from making any modifications or additions whatsoever to the transmission or positioning system. Any modifications made to the vehicle may adversely affect the remote monitoring service.

Article 7 – Suspension of Monitoring Services

Monitoring services shall be suspended if:

- the onboard equipment is defective;
- the onboard system has been deactivated for any reason; or
- any GeoTracer invoice remains unpaid.

Suspension of monitoring services shall under no circumstances entitle the customer to reimbursement or compensation.

Article 8 – Protection of Personal Data

The personal data provided by the customer to GeoTracer shall be processed for the purposes of:

- performance of this agreement;
- invoicing; and
- marketing activities.

Customers who do not wish their personal data to be used for direct marketing purposes may object by sending written notification to GeoTracer.

By signing this agreement, the customer expressly authorizes GeoTracer and the monitoring center to communicate the vehicle's location to the police whenever this is necessary.

Article 9 – Disputes and Applicable Law

Any disputes arising between the parties shall be governed exclusively by Belgian law.

Any objection to an invoice must be submitted within one (1) week of the invoice date.

The courts of Ghent shall have exclusive jurisdiction over any disputes arising from or relating to this agreement.