



## Tracking On Line (TOL) Service

### General Terms and Conditions for Service Subscription

#### Definitions

1. "Tracking On Line" (TOL) shall include Mobile Service and Value Added Services or other services provided by WesTel International Ltd. Tracking On Line (TOL) service will hereafter refer as "The Service".
2. "Mobile Tracker Unit" (MTU) (hereafter refer as "The Equipment") shall include the Mobile Tracker device and associate accessories or other hardware provided by WesTel International Ltd.
3. WesTel International Ltd. will hereafter refer as "The Company".
4. The subscriber of the Service is hereafter refer as "The Customer".
5. The Agreement is the "sales / rental & service agreement".

#### Application for Tracking On Line (TOL) Service

6. "The Company" shall use its reasonable endeavors to provide "The Service" to the Customer but does not guarantee the provision of continuous or fault-free service, including the successful transmission, accuracy, and reliability of the location data and / or the mobile vehicle status information as well as the geographic information provided.
7. This Agreement between "The Company" and the Customer is effective upon the acceptance by "The Company" of the Application. The Agreement shall continue in force until terminated in accordance with the terms and conditions of the Agreement.
8. "The Company" shall not be bound to accept the Customer's application and may reject the Customer's application if the Customer fails to submit proof of identity, address and or the Customer fails to pay the stipulated hardware price, charges and/or deposit in part or in full.
9. Upon the acceptance of the Customer's Application, "The Company" will issue a user account ID (identity) with a password to access the "The Service" and "The Equipment" with one or more SIM Cards for the purpose of connecting to the "The Service" provided under the Agreement. All SIM Cards shall at all times remain the property of "The Company" and shall be returned to "The Company", free from any defacement, damage or defect, immediately on demand or upon the termination of the relevant "The Service". The Customer shall refrain from doing anything to interfere with the title and the intellectual property rights of the SIM Card and the equipment.
10. In addition to "The Service", "The Company" may provide other Value Added Services ("VAS") for Customer subscription from time to time. By subscribing for VAS, the Customer shall abide by such Terms and Conditions applicable to that particular VAS. "The Company" shall not be bound to accept the Customer's application.
11. The Agreement is not transferable to any other party except upon compliance in full with "The Company" conditions and procedures for transfer.
12. All delivery dates or times quoted by "The Company" are estimates only and "The Company" shall not be liable for consequences of any delay whatsoever.

#### Change of Service plan

13. Subject to the consent of "The Company", the Customer may request a change of Service Plan. It is acknowledged by the Customer that certain remaining benefits under the current Service Plan cannot be carried forward to the new Service Plan. The Customer shall ascertain the details from "The Company" in advance.

#### Charges

14. The Customer expressly acknowledges that a copy of the Tariff has been provided and the charging mechanism of "The Service" is fully understood before subscribing for "The Service".
15. The Customer agrees to accept full responsibility for all Charges incurred (whether or not such Charges have been incurred with or without the Customer's knowledge, authority or consent).
16. In respect of the terms of its Tariff, "The Company" may vary the rate of Charges and introduce new items of Charges at any time upon giving thirty (30) days written notice to the Customer.
17. "The Company" has the right to request payment of Deposit or additional deposit from the Customer to secure the due performance of the Customer's obligations under these Terms and Conditions. Failure to pay the Deposits shall entitle "The Company" to suspend, discontinue or terminate any or all of "The Service" and the VAS services.
18. "The Company" shall be entitled, in addition to its other rights and remedies hereunder, to exercise the right to set-off and to deduct from the Deposits any outstanding amount due to "The Company" at any time.
19. Upon full payment of all outstanding amount owe to "The Company" up to the date of termination of "The Service", the balance of the Deposits, if any, shall, in normal circumstances, be refunded to the Customer without interest within sixty (60) days.

#### Reconnection

20. If the "The Service" is disconnected for reasons set out in Termination Clause or upon the Customer's request, "The Company" may upon the Customer's request reconnect the "The Service" subject to payment by the Customer of all sums due or owing to "The Company", a deposit requested by "The Company" and a reconnection charge. The amount of the deposit and the reconnection charge shall be determined by "The Company" in its sole and absolute discretion.

#### Rental & Deposit

21. The rental Customer is obliged to deliver a rental guarantee referred to as rental deposit ("Deposit"). The Deposit will be used if there are additional rental, deductible charge and other charges arising from the rental. If there are no other charges the Deposit will be returned within a period of no later than sixty (60) days after the return of "The Equipment" in reasonable condition with all due and charges have been settled.
22. The Customer acknowledges that depreciation charge will be imposed on the rental Equipment at the end of the rental period and the depreciation rate is stated on the rental plan. "The Company" may change the depreciation rate as and when it deems appropriate.
23. The Deposit shall be repaid to the Customer provided all the Equipment is returned to "The Company" with any outstanding charges fully paid at the end of the rental period in accordance with these terms and conditions.
24. If the Equipment is not returned within thirty (30) days after termination as stated below, "The Company" at its discretion may retain/forfeit some or all of the deposit without prejudice to any other right or remedy it may have against the Customer.
25. In the event of any loss, damage, theft or disappearance of the Equipment while on rental, regardless of circumstances, the Customer shall pay to "The Company" on demand, an amount equivalent to the value of the Equipment as identified in the rental agreement, less any deposit retained by "The Company". In the event the Equipment is stolen or lost, the customer is liable for all service charges on such Equipment until the access code is deactivated by "The Company" and the cellular carrier.
26. The Customer will pay the rental charge from the installation date until the end of the rental period or the date all of the Equipment specified in the rental agreement are returned and accepted by "The Company", whichever is later. "The Company" may increase the service charges as and when it deems appropriate upon giving thirty (30) days notice to the Customer.
27. The rental payment is payable on the first day of each month and if first day of each three month cycle for the duration of the rental period chosen at time of signing up the rental agreement.
28. The Customer is responsible for all "The Service" charges during the entire period that the Equipment is rented whether or not Customer personally uses the service for which the charges are imposed.
29. Fail to replace loss, theft or damaged rental Equipment will not release the Customer's payment obligation towards the rest of the rental period.
30. If the Equipment is not in working order after delivered or subsequently malfunctions, the Customer will notify "The Company" or its designated representative immediately.
31. "The Company" will repair or replace the Equipment within a reasonable period and the faulty equipment is delivered to "The Company" service center after it has been notified of the problem by the Customer and, provided the Customer is in breach of the Agreement.
32. The rental Equipment will at all times remain the property of "The Company". The Customer acquires no rights other than temporary use. During the rental period, no service or part replacements are authorized without written approval from "The Company". The Customer agrees that he/she has examined the Equipment and that the Equipment is in good working order at the time of receipt.
33. Unless otherwise specified, "The Company", the Customer shall return the rental Equipment to "The Company" at the end of the rental period in good working order and in reasonable condition as when it was delivered to the Customer. Packages returned with any components or pieces missing from the package (kit) provided will continue to be charged full rental until all such missing components or pieces are returned or replacement value of the Equipment is paid.
34. The Customer shall pay the full retail price to "The Company" for any rental Equipment which is damaged or not returned at the end of the rental period.
35. The Customer shall take proper care of the Equipment and shall not permit any unauthorized person to take possession or control of the Equipment.
36. The Customer shall indemnify "The Company" against all or any losses, damages, costs, expenses and other liabilities whatsoever suffered, sustained or incurred by "The Company" arising from (directly or indirectly) loss of or damage to or misuse of the Equipment by the Customer or any other person. In addition and without prejudice to the above, the Customer shall pay to "The Company" all related charges in such amounts as "The Company" may deem.

#### Billing and payment

37. Unless otherwise specified, the Customer shall pay all invoiced amounts in full without set off or deduction on the payment due date specified in the invoice issued by "The Company" or if such date is not specified, within fourteen (14) days after the issue of the relevant invoice by "The Company". Payment shall be made in cash or any other manner as specified in the relevant invoice. Failure to do so shall entitle "The Company" to suspend, discontinue or terminate any or all of "The Company's" "Service".
38. Unless otherwise specified, all Charges are non-refundable.
39. Unless otherwise specified, "The Company" may submit invoices to the Customer in respect of the Charges so that basic subscription Charges will be invoiced in advance on a monthly or three month cycle basis. "The Company" reserves the right to submit interim invoices to the Customer and to vary or change the basis or interval on and in which invoices are issued.
40. Payment made by post/cheques, by electronic means or through internet shall be at the risk of the Customer. Customer's obligation to pay shall not be discharged until the payment is duly honored.
41. A late or invalid payment may be subject to a surcharge in accordance with the published fee schedule.
42. In the event of dispute between "The Company" record and the Customer's record relating to data transfer consumption, the records maintained by "The Company" shall, in the absence of manifest error, be conclusive evidence of the actual data volume consumed by the Customer during the relevant period.
43. If the Customer fails to pay any invoiced amount in full by the due date of payment, "The Company" shall, without prejudice to its other rights, be entitled to charge interest at the rate of 2% per month on any outstanding amount, calculated on a daily basis from the due date of payment until the date on which payment is actually received by "The Company" in full. In addition, "The Company" reserves the right to charge the Customer collection and handling fees in respect of any late payment.
44. Payment made by the Customer to the Company shall be applied in and towards payment of first, the deposit required under the Agreement; second, any outstanding interests, collection and handling charges; and third, the charges.
45. A service fee will be charged for each hardcopy (for duration of one month) of call details chargeable to "The Company's" service.
46. "The Company" shall have the right to amend the tariff by giving the Customer thirty (30) days written notice in advance. The Customer will be notified of the new tariff via Email or "The Company" website.

#### Loss, Damage, Theft, etc...

47. Any loss or theft of any Equipment must be reported to "The Company" immediately upon the Customer becoming aware of such loss or theft. The Customer shall be fully liable and responsible for all Charges incurred whether or not authorized by the Customer until "The Company" receives notification of such loss or theft.
48. Subject to the payment of such Charges as "The Company" shall in its discretion determine, "The Company" will provide the Customer with the relevant replacement Equipment (including replacement SIM Card(s) as soon as reasonably practicable if any Equipment which is the property of "The Company" is lost, stolen or damaged).
49. The Customer shall not disclose to any other Person any password or login ID or such other means of identification as authorized by "The Company" from time to time issued. For the purpose of accessing the "The Service", the Customer shall immediately inform "The Company" if the password or login ID is made or suspected to have been made known to any other Person and the Customer acknowledges and agrees that "The Company" shall not under any liability for any loss or damage incurred by the Customer as a result of the password or login ID being known to another Person for whatever reason.
50. In respect of SIM card replacement, a service fee will be levied for SIM card replacement.

#### Customer's Obligations

- The Customer agrees:
51. to perform the obligations stipulated under these Terms and Conditions in a timely manner.
  52. to make the vehicle available at "The Company" service centers at a mutually convenient time during the rental period, or within the (1) calendar month following the application date of the Agreement, or the expiry of a Subscription Period or other transfer of the vehicle's ownership to a third party for Equipment installation or removal.
  53. to inform "The Company" within two (2) days of the sale or transfer of ownership of the Vehicle.
  54. not to use the "The Service" for any improper, immoral, defamatory or unlawful purpose.
  55. not to act in any way that may jeopardize or impair the operation of the relevant Network(s) or Equipment or the provision of the "The Service" or any other lawful telecommunication service by "The Company".
  56. not to infringe the intellectual property of "The Company" or third party service providers, which shall belong to "The Company" or third party service providers absolutely. The Customer agrees to keep "The Company" and third party service providers fully and effectively indemnified against breach of this Clause.
  57. to comply with the laws of Hong Kong and other applicable jurisdiction in relation to the use of "The Service".

#### Suspension and Termination of Service

58. Subject to the consent of "The Company", the customer may apply for termination of "The Service" at the end of the agreement period upon giving thirty (30) days written notice to "The Company".
59. Save and except rental subscription, the Customer may terminate the subscription at any time upon giving thirty (30) days notice to "The Company" provided that the Customer shall pay all charges up to the date of termination, including the date of termination.
60. "The Company" shall be entitled to suspend any or all of "The Service" if it is of "The Company" financial interest to suspend such service(s) to a particular Customer.
61. "The Company" may, upon discovery of suspected or inchoate fraudulent, deceptive, unlawful or improper use of "The Service" by any party, suspend any or all of "The Service" to prevent such conducts from taking place.
62. "The Company" may terminate the provision of "The Service" forthwith in the following circumstances:
  - I. any amount due to "The Company" has not been paid or outstanding for more than fourteen (14) days; or
  - II. the Customer has committed a material breach of any of the respective Terms and Conditions for "The Service".
63. Without limiting the generality of the foregoing, "The Company" may terminate the provision of "The Service" at any time without cause by giving not less than thirty (30) days notice to the Customer.
64. Termination hereunder shall not affect "The Company" right of action against the Customer for any antecedent breach or liability incurred prior to the date of termination. All remaining benefits (whether monetary or non-monetary) under the Service Plan at the date of termination shall be forfeited absolutely.

#### Warranty

65. Warranties expressly provided under these Terms and Conditions; "The Company" provides no warranty as to the fitness, quality, merchantability and durability of the Equipment and The Company's "Service" provided hereunder.
66. The Customer shall only use Equipment provided or approved for use by "The Company" and shall comply with all relevant legislation or regulations relating to such use.
67. The Customer shall not tamper or allow any other person to tamper with any Equipment by unauthorized means and shall not copy or allow any other person to copy any pre-programmed data of any SIM Card or memory of the Equipment.
68. "The Company" agrees to provide warranty or maintenance and repair services to Equipment supplied by "The Company" under the Agreement. "The Company" will during the warranty period specified by "The Company" repair or, at "The Company" option, replace the relevant Equipment should such Equipment be defective because of faulty materials or workmanship on and subject to the following terms and conditions:
  - I. All maintenance and repair services will be provided at designated service centers at stated business hours.
  - II. All replacements are on an exchange basis and any defective Equipment being replaced shall become the property of "The Company".
  - III. The warranty will not be extended to: (a) Any damage or defect due to accidents or reasons attributable to the user such as use not in the normal and customary manner, improper testing, operation, repair, maintenance, installation, adjustment, unauthorized repair, modification, neglect, undue wear and tear, collision, dropping, spillage, breakage or damage not caused directly by defective material or workmanship; improper storage, exposure to excessive temperature, moisture or other environmental conditions not recommended by the manufacturer or "The Company"; (b) Any components connected to the Equipment installed by any person who was not authorized by "The Company".
  - IV. "The Company" reserves the right to charge the Customer a handling fee for any Equipment delivered or returned to "The Company" for repair or replacement if (a) such Equipment is found to be neither faulty nor defective, or (b) the warranty period in respect of such Equipment has expired, or (c) where the warranty in respect of such Equipment is invalidated for any reason.

- V. The warranty for any Equipment shall lapse upon the delivery to the Customer by "The Company" or its agent of any new or replacement Equipment with substantially similar functions and use.
- VI. If the supplier or manufacturer of any Equipment ceases to produce or supply to "The Company" the relevant Equipment or any of its spare parts or accessories, the relevant maintenance and repair service will automatically be terminated without notice to the Customer. "The Company" shall be entitled to make such alternative arrangement(s) as it deems fit to enable the continuance of the "The Service" and shall not be under any liability whatsoever to the Customer or any Person for any cost, claim, loss or damage suffered or incurred by the Customer or such other Person resulting from or in connection with the termination of the maintenance or repair services or any alternative arrangement.
- VII. The warranty shall terminate and cease to have effect immediately upon the Customer ceasing to subscribe to "The Service".

#### Disclaimer and Limitation of Liability

69. "The Company" will use its reasonable efforts to make "The Service" available to the Customer without abnormal interruption. "The Company" makes no warranty as to the quality and availability of any of "The Service" and other communication networks to which "The Service" is connected. The Customer acknowledges that radio signals may be affected by factors such as building obstructions, radio interference and weather conditions and "The Company" does not guarantee that "The Service" will be uninterrupted or information or data will be duly transmitted to, and received by, the Customer through "The Service". "The Company" accepts no responsibility and the Customer shall not hold "The Company" liable for any failure, interruption, delay, data accuracy or suspension of "The Service" and its networks.
70. In the event that the provision of "The Service" is undertaken by other independent service providers, "The Company" disclaims for itself and on behalf of the Independent Service Providers all responsibilities or liabilities arising from the acts, default, neglect, omission and mistake committed by the Independent Service Providers. In consideration of the services provided by the Independent Service Providers to the Customers, it is expressly acknowledged and agreed by the Customer that "The Company" has the requisite authority to make the disclaimer on behalf of the Independent Service Providers and that this Clause shall be extended to protect the Independent Service Providers and shall be relied upon by the Independent Service Providers as if they were parties to the contract with the Customer.
71. "The Company" shall not be liable to the Customer for any damage directly or indirectly caused to the vehicle, mobile equipment or the Customer or any third party by reason or arising directly or indirectly out of the existence, installation or maintenance of the Equipment or any other part of the Equipment except to the extent that such damage is caused by the willful or grossly negligent act or omission of an agent or staff of "The Company" in the course of providing the "The Service".
72. "The Company" expressly, to the extent permitted by law, disclaims any liability to the Customer or any related party for any loss injury damage compensation suffering whatsoever whether direct or consequential arisen in connection with the subscription of "The Service".
73. Any claim by the Customer against "The Company" arising out of the Agreement must be notified in writing to "The Company" within one month of the incident giving rise to such claim failing which the Customer will be deemed to have waived the Customer's rights in respect of such claim.

#### Confidentiality

74. "The Company" does not warrant (and accepts no responsibility for) confidentiality of any information or data whether personal or otherwise transmitted through the "The Company" servers, its networks and/or "The Service". "The Company" current practice is to take reasonable steps to maintain confidentiality. (Refer also to "The Company" personal data policies)
75. "The Company" reserves the right at all times to disclose any information as "The Company" deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in "The Company" sole discretion.

#### FORCE MAJEURE

76. Neither party shall be liable for any delay in performing any of its obligations under these Terms and Conditions if such delay is caused by circumstances beyond the reasonable control of the party so delaying, and such party shall be entitled to a reasonable extension of time for the performance of such obligations.

#### Data Privacy

77. It is acknowledged by the Customer that his/her personal data are given to "The Company" on a voluntary basis and the Customer has been shown or otherwise advised how to obtain a copy of "The Company" Personal Data Privacy Policy before subscription. Please visit "The Company" Personal Data Privacy Policy on the web.

#### General

78. "The Company" reserves the right to unilaterally amend any or all these Terms and Conditions to reflect change of circumstances in the telecommunications market. "The Company" business, telecommunications technology and local telecommunications regulatory regime from time to time. "The Company" shall endeavor to give advance notice to the Customer of the revised Terms and Conditions. The revised Terms and Conditions shall become part and parcel of these Terms and Conditions and binding on the Customer. If the Customer does not wish to be bound by the revised Terms and Conditions, the Customer is entitled to terminate the subscription of "The Service" in accordance with Clause 10.0 Suspension and Termination of Service.
79. These Terms and Conditions shall supersede all representations and promises, whether oral or written made by "The Company" staff or agents.
80. "The Company" shall have the absolute discretion to assign the whole or any part of obligations hereunder to any other party or parties.
81. These Terms and Conditions shall be construed in accordance with the Laws of Hong Kong Special Administrative Region.
82. Each party shall at all times comply with the Telecommunications Ordinance and all applicable directions and binding codes of practice promulgated by the Telecommunications Authority from time to time.
83. The Agreement is available in both English and Chinese and both language versions shall have the same effect. Should there be any discrepancy between the English and Chinese version, the English version shall prevail.