Terms of services

These terms (“Terms”) constitute a contract between AS Mapon AS (“Mapon”) as the seller of products and provider of services on the one hand and the recipient of products and services (“Customer”) on the other hand.

The Terms apply to orders of products and services placed by Customers on the website mapon.com (“Website”)and shop.mapon.com, and their fulfilment procedure.

In addition to these Terms, the Customer shall also be bound by other provisions, which are an integral part of these Terms, such as the Delivery Terms, Privacy Policy, Data Processing Agreement, Cookie Policy, Warranty Policy and other provisions binding on the Customer, which Mapon publishes on the Website. By ordering any product or service online or by making a payment, the Customer agrees to these Terms.

If the Customer is a legal entity, then its representative who places the order shall certifies that the representative has the authority to place the order on behalf of the Customer and to undertake the obligations under the Terms.

1. Products and Services

> 1.1. Mapon offers to purchase products and services at the price and in accordance with the terms and conditions set out in these Terms and in the product or service description available on the Website.
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> 1.2. By placing an order, the Customer expresses a wish to purchase the products or services and undertakes to make a full prepayment. Mapon, by sending an order confirmation to the Customer, undertakes to fulfil the order.
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> 1.3. If the order cannot be fulfilled or the fulfilment may be late, Mapon shall notify the Customer accordingly. In such an event, either party shall have the right to withdraw from the purchase, following which Mapon shall, no later than within 10 working days, refund to the Customer all fees received from the Customer.
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> 1.4. In accordance with the description of the product or service provided on the Website, the Customer may be required to pay both the purchase price for the product and a fee for using a service (e.g., a subscription fee).
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> 1.5. The Customer shall read the User Manual before using the product and shall use the product only in accordance with the instructions of the manufacturer and Mapon, in conformity with the properties and intended use of the product.

2. Mapon Platform

> 2.1. The services offered by Mapon, unless otherwise specified by Mapon, shall be available to the Customer after the payment is made and the device is registered on the Mapon platform.
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> 2.2. When creating an account on the Mapon platform, the Customer will be required to provide the requested information and register the device, as well as enter payment card details for future payments.
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> 2.3. The Customer has been informed and agrees that all actions performed on the Mapon platform using the Customer's username and password shall be binding on the Customer and shall be deemed to have been performed by the Customer.
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> 2.4. The Mapon platform and the services offered are related to technical solutions, and therefore there may be individual instances where their availability may be disrupted (e.g., poor or non-existent Internet, GPS or equivalent coverage, or circumstances beyond Mapon's control).
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> 2.5. Mapon may restrict the operation of the Mapon platform and services in order to perform upgrades or maintenance. The Customer can sign up for maintenance alerts on the Mapon platform. In urgent or critical circumstances, Mapon may limit the Mapon platform and services without notifying the Customer.

3. Payments

> 3.1. In order to receive products or services, the Customer is required to select the product and/or service on the Website, provide the necessary information about the Customer and make a full prepayment. After the order has been paid for, the Customer shall not have the right to change the delivery information (address) or to cancel the order.

3.2. If the order placed by the Customer includes a subscription service, Mapon will charge a prepayment and the Customer will have access to the service until the end of the payment period (unless the service is suspended or this contract is terminated early). The Customer shall, on the last day of each payment period, make a payment for the next period.

3.3. Mapon shall commence the provision of the service and the product warranty shall commence on the day when (a) the Customer has received the product or (b) the Customer has activated the product on the Mapon platform or (c) on the seventh day after the payment for the product has been made (whichever is sooner).

3.4. Mapon shall unilaterally determine the fees for products and services, which shall be indicated on the Website. Mapon reserves the right to unilaterally change the fees indicated on the Website at any time. If the change of the fees affects the Customer (e.g. the fee for a service that is active for the Customer is increased), Mapon shall notify the Customer at least 30 days before the change takes effect (the notification shall be sent by email or placed in the Customer's account on the Mapon platform).

3.5. If a subscription service or automatic payment is offered for a product or service and the Customer has registered a payment card on the Mapon platform, Mapon will automatically charge the relevant amount to the payment card on the last day of each payment period.

3.6. All prices shown on the Website are inclusive of value added tax, but exclusive of other taxes and duties (e.g. customs, export, import, etc.).

3.7. The product prices shown do not include shipping and insurance costs, which Mapon shall inform the Customer of before the order is completed and which the Customer shall pay in addition to the purchase price.

3.8. The payment methods used and accepted by Mapon are indicated on the Website next to the description of the products and services.

3.9. If the Customer is not using the product or service, the provision of the service is suspended, or this Contract is terminated before the end of the payment period, no refund shall be made to the Customer.

3.10. Mapon will prepare invoices electronically (without a signature), and they will be made available to the Customer either in the Customer's account on the Mapon platform or sent to the Customer's email address, at Mapon's discretion.

3.11. All payments shall be deemed to have been made when the corresponding amount has been credited to Mapon's account.

3.12. By making a payment or adding a payment card, the Customer (their representative) confirms that they are authorised to use the payment card (or another payment method) to make payments to Mapon.

4. Licence and Intellectual Property Rights

4.1. The Customer is granted a non-exclusive and revocable licence to use the Mapon platform, services and software for the Customer's needs.

4.2. All intellectual property rights (including but not limited to copyright, design rights, trademarks, etc.) concerning the products and services, software, the Website, the Mapon platform and the content offered by Mapon belong to Mapon or other persons who have given permission to act on their behalf.

4.3. The Customer, its employees and any other person shall be prohibited from taking or permitting any of the following actions: (a) modify or alter the service, software or products; (b) use the service, software or products together with another person or transfer the licence to another person (and any related technical or commercial documentation); (c) reverse engineer, decompile, modify or disassemble the services, software or products; (d) otherwise attempt to obtain information about the internal structure of the service, software or products; or (e) use the service, software or products other than as permitted by these Terms.

5. Claims and Disclaimer

5.1. If the Customer has a complaint about the quality of the product or service, the Customer shall submit a relevant claim, providing the Customer's identifying information and the grounds for the complaint (including a clearly defined non-conformity). The claim shall be sent to Mapon's registered address or electronically to the email address info@mapon.com.

5.2. Mapon offers its services for informational purposes only, and therefore Mapon shall not be liable for any losses which have or may be incurred as a result of using the products or services, including possible inaccuracies or errors.

5.3. Mapon reserves the right to revise, change, improve or temporarily suspend the services, the Website, or the Mapon platform at any time.

5.4. Mapon's total liability for any loss, damage or harm, regardless of its cause, shall be limited to the amount paid by the Customer to Mapon within the last six months preceding the event regarding which the Customer has a valid claim (excluding taxes, duties, shipping and insurance costs and similar expenses).

5.5. The Customer shall be entitled to make reasonable claims about the quality of Mapon's services no later than within 30 days from the occurrence of such circumstances, failing which the Customer shall be deemed to have waived such claims.

6. Personal Data Processing

6.1. Considering that the services provided by Mapon may involve the processing of personal data (e.g. location and movement data, data on persons and vehicles, etc.), the Customer confirms that they will use Mapon's products and services for legitimate purposes only, which the Customer shall inform the data subjects about. In such a case, Mapon as the processor and the Customer as the controller shall process such personal data in accordance with a Data Processing Agreement.

6.2. In the performance of this Contract and the provision of services or the shipping of products, Mapon may receive personal data of the Customer or its employees and other representatives. In such a case, Mapon as the controller shall process such personal data in accordance with the Privacy Policy.

7. Consumer Rights

If a product or service is purchased or sought to be purchased by a consumer (a natural person who uses the product or service for a purpose unrelated to his or her economic or professional activity), the following additional provisions shall apply to the consumer:

7.1. the parties shall comply with the requirements of the laws and regulations applicable to consumers;

7.2. the consumer is entitled to exercise the right of withdrawal from the product or service, i.e. to withdraw from the distance contract within 14 days (from the day of delivery if a product is ordered or the day of entering into the contract if a service is ordered);

7.3. the consumer may exercise the right of withdrawal by sending a notice to the email address specified in the Contact Details section of these Terms and Conditions (the notice of withdrawal from the product or service, the consumer's name, surname, contact details, details of the product or service ordered, such as the type of product or service, the amount paid, and the order ID must be provided in free form);

7.4. when exercising the right of withdrawal, the consumer shall be liable for the depreciation of the value of the product if the product has been used in a manner incompatible with the principle of good faith, including for purposes other than ascertaining the properties or performance of the product;

7.5. in the event that the right of withdrawal is exercised, the consumer shall return the product undamaged and unused (in accordance with Mapon's instructions) no later than within 14 days after exercising the right of withdrawal. It is preferred that the product is returned with all its (undamaged) packaging. The Customer will have to bear the direct costs of returning the products;

7.6. any disputes shall be settled by negotiation; therefore, in case of any claims, we encourage to contact Mapon (Mapon will review the claim and reply no later than within 15 days);

7.7. please refer to the Consumer Rights Protection Centre's website for information on the out-of-court dispute resolution process and out-of-court consumer dispute handlers, and please note that European Union consumers also have the right to online dispute resolution.

8. Warranty

8.1. Mapon makes no representations or warranties regarding (a) the suitability of the services or products for a particular purpose and (b) the results and outcomes of using the products and services.

8.2. Mapon provides a warranty for the Product in accordance with the terms and limitations available in the Warranty Terms.

9. Suspension of Services

9.1. Mapon reserves the right, at its sole discretion, to withhold, suspend or limit the provision of the services to the Customer in every such case: (a) the Customer or its representatives breach these Terms or other terms binding on the parties, or the requirements of the laws and regulations, (b) the Customer has failed to pay for the product or service by the due date, (c) the use of the product or service may cause harm to Mapon, (d) if required or obliged to do so by the laws and regulations.

9.2. If the Customer has remedied all the breaches referred to in clause 9.1 which led to the suspension of the services and the contract between the parties has not been terminated, Mapon shall restore the services no later than within five working days after all the breaches have been remedied.

9.3. The Customer shall also pay all fees (e.g. a subscription fee) for the period during which the services were suspended.

9.4 Mapon shall not be liable for any damage or losses caused to the Customer if the services are suspended for the Customer due to the Customer's breach or fault.

10. Termination of the Contract

10.1. Mapon reserves the right to terminate the contract unilaterally (a) upon a 30 days' prior written notice or (b) immediately if Mapon suspends the services in accordance with the procedures set out in these Terms and the breach is not remedied within ten days (except in the case of a late payment where the payment is not made within three months).

10.2. The Customer shall have the right to terminate the contract unilaterally (a) upon a 30 days' prior written notice or (b) if the Customer does not agree to the price changes (in which case the Customer shall give Mapon a written notice of termination at least five working days before the effective date of the new prices and the contract shall be terminated on the day before the effective date of the new prices).

11. General Provisions

11.1. Mapon reserves the right to unilaterally amend these Terms, the prices and other documents binding on the parties at any time. If the changes affect the rights of the Customer, Mapon shall notify the Customer at least 30 days in advance.

11.2. The Customer shall not have the right to delegate the fulfilment of the obligations or rights to other persons without the written consent of Mapon.

11.3. Any dispute or claim arising out of or in connection with these Terms (including non-contractual disputes or claims) shall be settled in the courts of the Republic of Latvia in accordance with the laws and regulations of the Republic of Latvia (jurisdiction shall be determined by Mapon's registered address at the time the claim is brought).

11.4. The parties shall have the right to (a) send notices electronically to the Customer's account on the Mapon platform or by email (shall be deemed received on the next working day after sending), (b) deliver notices in person against a signature or by courier (shall be deemed received at the time of delivery) or (c) send notices by registered mail (shall be deemed received on the third working day after posting).

11.5. The Customer shall not order, use, pay for, import, export or transfer the product to another person if the Customer, the recipient of the product or any of the Customer's or recipient's employees, officers, members, affiliates, beneficial owners or other persons related to the Customer or recipient are included in the sanctions list of the Republic of Latvia, the EU, NATO or another binding sanctions list (including if the Customer or recipient is located in a country which is subject to sanctions).

11.6. The Customer shall comply with all laws and regulations, requirements and provisions applicable in the country to which the products are being shipped. Mapon shall not be liable for any breach by the Customer.

12. Contact Details

AS Mapon

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