

PROVISIONS OF THE DISTANCE AGREEMENT

Definitions used in the Provisions:

Subscription fee – a monthly fee specified on the Site that shall be paid by the Buyer to the Company as remuneration for the use of the Monitoring system. The Subscription fee shall be determined and calculated for each Vehicle that is connected to the Monitoring system;

Equipment – Buyer's owned tracking equipment that transmits the Vehicle data to the Monitoring system;

Monitoring system – Vehicle monitoring system, developed by the Company and based on the Site, where the Buyer can receive information on the Vehicle where the Equipment is installed and activated;

Provisions – the present distance agreement, which becomes an adopted agreement by the Company and the Buyer, after their approval by the Buyer;

Buyer – a person who expresses his or her desire to purchase, purchases or may purchase or use the Service;

Service – the use of the Monitoring system (a Service can have several levels, which are indicated on the Site, and a particular price is determined for each level);

Company – Mapon LTD, reg. No. 40003800531, legal office: Ziedleju Street 1, Marupe, Marupe district, LV-2167, Latvia (Ziedleju iela 1, Mārupe, Mārupes novads, LV-2167, Latvija);

Vehicle – a vehicle in the ownership, possession or holding of the Buyer;

Site – an Internet site www.mapon.com, maintained by the Company, where it is possible to order the Service and use the Monitoring system.

1. Subject of the Agreement

1.1. The Buyer orders and the Company ensures to the Buyer the Monitoring system, for which the Buyer makes a payment to the Company in the amount and pursuant to the procedures specified in the Provisions and on the Site.

1.2. The Monitoring system includes data on the Vehicle/-s where the Buyer's added Equipment is installed and activated. Depending on the Buyer's chosen level of the Service, the Monitoring system includes data on the location coordinates, time, routes, coordinates of stopping places of the Vehicle, as well as warning information and other data. The Company shall be entitled to unilaterally add to, change or terminate inclusion of separate types of data in the Monitoring system, without changing the overall nature of the Service.

1.3. The Buyer shall be provided with the access to the Monitoring system pursuant to the Buyer's chosen level of the Service and the price list of Services. The quality of the Service shall depend on the network coverage of the Buyer's chosen mobile operator. The Buyer shall be obliged to purchase and pay for the SIM card of mobile operator himself or herself.

1.4. An account is created for the Buyer on the Site, where access to the Monitoring system, information on payments, notifications from the Company and similar information is available.

2. Settlement Procedures

2.1 The Subscription fee and other costs are specified on the Site. The Buyer shall make all payments to the Company by cashless transfers.

2.2 The Subscription fee shall be calculated as of the moment when the performance of the Buyer's Equipment is activated in the Monitoring system or the free service period (if any) has expired.

2.3 The Company shall be entitled to change the prices indicated on the Site, the levels of the Service and the amount of available information unilaterally and without prior notification. Such changes shall come into force as of the moment of their publication on the Site. If the Buyer disagrees with the changes, the Buyer shall be entitled to refuse making further payments, which means refusal to use the Service (the Company shall not reimburse the payment made by the Buyer, if the Buyer wants to renounce or has renounced the Service).

2.4 The Buyer shall indicate the required data in his/her account on the Site and shall choose one of the suggested types of payment.

2.5 If the Buyer chooses to use a payment card, the User shall simultaneously apply for automatic payment. This automatic payment is a subscription service that is ensured by the Company and for which the Subscription fee payment is made. In the case of automatic payment, on the invoicing day the Subscription fee shall be automatically withheld from the payment card registered in the Buyer's account (on the Site).

2.6 The Buyer shall be entitled to renounce the automatic payment by making renouncement in its account on the Site or by sending an electronic notification to the Company.

2.7 The Subscription fee shall be calculated per calendar month. The Company shall issue an invoice for the Services, received by the Buyer in the previous calendar month, and shall e-mail it to the Buyer's indicated e-mail address or shall insert it in the Buyer's account on the Site. The Buyer shall reimburse the invoice no later than within 7 (seven) days as of its sending to the Buyer or placement in the Buyer's account on the Site.

2.8 Withholding of the Subscription fee shall be terminated, if the Buyer renounces this option in its account on the Site, or when it is impossible to withhold funds from the payment card (for example, the card is blocked or its period of validity has expired etc.) and the Buyer has not added a new (valid) payment card to the account on the Site.

2.9 The Buyer shall inform the Company, if the payment card is lost, blocked or its term of validity has expired. The tracking service may not be provided until the Buyer adds a new (active) payment card to his/her account on the Site.

2.10. Payments shall be considered as settled at the moment when the Company has received the respective sum in its account.

3. Liabilities of the Company

3.1 The Company shall provide the Buyer with the Monitoring system of tracking services that is offered as it is at the particular moment.

3.2 The Company shall not be responsible for the operation and possible malfunctions of the Monitoring system, if such conditions are influenced by the damages to the Vehicle, the Equipment or SIM card, power supply problems and/or the conduct of mobile operators.

3.3 The Company shall not be responsible for the failure or malfunction of the Service if it is caused by the Buyer or any third parties.

3.4 The Company shall not transfer the data on the Buyer and his or her Vehicles to third persons, except the cases stipulated by normative enactments. The Company shall be entitled to process and publish data on all customers of the Company and routes in general, taking into consideration that in such cases the Buyer can't be identified (for example, studies in the sector, opinions on the traffic, load of routes etc.).

3.5 The Company shall ensure continuity of route measuring for at least 99% a year, if the tracking Equipment installed in the Vehicle is activated and is not damaged.

3.6. The Company shall be entitled to disconnect the operation of the Monitoring system for a period not exceeding 24h/month (twenty-four hours a month) in order to perform improvement works of the Monitoring system. If the term specified in this clause is exceeded, the Buyer shall be entitled to request the Company to reduce the Subscription fee proportionally.

3.7. The Services are offered for information purposes, therefore the Company shall not be responsible for any possible losses that are arising or may arise as a result of providing the Services.

3.8. The Company shall be entitled to reprocess, change and improve the Monitoring system and the Site.

3.9. The Services are related to technical solutions, as well as services provided by mobile operators, therefore, there are possible separate instances, when accessibility of the Services may be interrupted.

3.10. The Company shall be entitled to change these Provisions and information indicated on the Site unilaterally. Such changes shall come into force from the day of publication thereof.

3.11. The Company is entitled to unilaterally suspend the provision of the Service and/or terminate this agreement if a) the Buyer has indicated false or incomplete information about himself/herself, or b) the Buyer has not made the payment for the Services in the appointed amount and time, or c) the Buyer has failed to adhere to this agreement or the laws and regulations.

4. Liabilities of the Buyer

4.1 The Buyer shall order the Service on the Site, entering the required information therein beforehand. After entering the necessary information and approving the Provisions, an account is created for the Buyer on the Site.

4.2 Upon approving the Provisions and making the payment, the Buyer confirms that a) s/he is entitled to use the installed Equipment in the Vehicle and b) s/he has received all required consents and permission, if necessary, and c) the person, acting on Buyer's behalf on the Site, is entitled to represent the Buyer and act on his/her behalf.

4.3 The Buyer shall ensure the use and application of the Monitoring system in compliance with the Provisions.

4.4 The Buyer shall add the Equipment to the Vehicle on his/her own and shall ensure the interoperability between the Equipment and the Monitoring System. The list (types) of the Equipment, whose interoperability is ensured by the Monitoring system, shall be indicated on the Site.

4.5 The Buyer shall be entitled to enter and correct his or her own data in the Monitoring system (including data on the Vehicle).

5.6. The Buyer is informed and agrees that all operations made on the Site by using the username and password of the Buyer are binding to the Buyer and will be considered as made by the Buyer.

5.7. If the Buyer is a consumer, i.e., the Buyer uses the Service for a purpose not related to his or her economic or professional activity, the consumer shall be entitled to use the right of refusal and withdraw from the order of the Service unilaterally within 14 days, notifying the Company in a written form.

5. Responsibility

5.1 The Buyer shall assume full responsibility for such conduct that is in any way violating or may violate the rights of any third person.

5.2 If the Buyer delays any payment, s/he shall pay the Company a penalty in the amount of 0.5% of the delayed sum per each day of delay.

5.3 Any rights of intellectual property concerning the Site and the content published therein are owned only by the Company. In the case of violation of these rights the guilty person may be held responsible according to the regulations of legislative enactments, and shall be fully responsible for all losses that are or may be caused to the Company or third persons.

5.4 Any disputes arising between the Buyer and the Company shall be resolved in accordance with these Provisions and laws and regulations of the Republic of Latvia.

5.5 If the User has any complaints on the Service quality, he or she shall submit a respective application to the Company, stating the identifying information of the Buyer and the substantiation for the application. The application shall be sent to the legal address of the Company or electronically to the e-mail address info@mapon.com.

6. Privacy

6.1 Any personal data, personal identification codes and the Vehicle information of the Buyer transferred to the Company and entered on the Site are protected according to laws and regulations of the Republic of Latvia.

6.2 By approving the Provisions, the Buyer expresses consent for the Company to process personal data and personal identification code, as well as the Vehicle information of the Buyer according to laws and regulations of the Republic of Latvia.

6.3 The manager of processing the Buyer's personal data and personal identification codes is Mapon LTD, reg. No. 40003800531, legal office: Ziedleju Street 1, Marupe, Marupe district, LV-2167.

6.4 The purpose for processing the Buyer's personal data and personal identification codes – offering and use of the Service, as well as the provision of tracking services.

6.5 The Company shall be entitled to inform the Buyer via e-mail on any topicalities related to the Service.

6.6. The Buyer shall be entitled to add, correct or delete the data indicated in his or her account on the Site.

6.7. If the Service, Site, Company or assets of the Company are transferred to any third person (for example, in the case of selling the company), the personal data and information related to the Buyer may be transferred to this third person, without requesting a separate consent from the Buyer.

6.8. By approving these Provisions, the Buyer confirms that he or she is informed about and agrees for transfer of his or her personal data to the personal data operator that ensures execution of services on behalf of the Company (for example, the payment processor, debt collection companies, etc.).