

ScorpionTrack & Datatool TrakKING

Terms & Conditions Of Sale

Thank you for choosing a GPS Tracking Unit from Scorpion Automotive Ltd. These Terms and Conditions are applicable to Customers of the following subscription services provided by Scorpion Automotive Limited to the exclusion of all other Terms and Conditions:

- **ScorpionTrack GPS Stolen Vehicle Tracking & Recovery:** The Service will meet the tracking requirements of, as applicable, the Category 5 or Category 6 criteria for 'After Theft Systems for Vehicle Recovery' as set out by the Thatcham Motor Insurance Repair Research Centre.
- **Datatool TrakKING and TrakKING Adventure Stolen Motorcycle Tracking & Recovery:** The Service will meet the tracking requirements of, Category 6 criteria for 'After Theft Systems for Vehicle Recovery' as set out by the Thatcham Motor Insurance Repair Research Centre.
- **Scorpion Track Fleet, Fleet Management Solution:** The Service comprises of the features specified in the 'Fleet Management' section of the ScorpionTrack website at: www.scorpiontrack.com.
- **Scorpion Track Fleet, Fleet Management Solution with GPS Stolen Vehicle Tracking & Recovery:** The GPS Stolen Vehicle Tracking & Recovery element of the Service will meet the tracking requirements of, as applicable, the Category 5 or Category 6 criteria (based on the Service selected) for 'After Theft Systems for Vehicle Recovery' as set out by the Thatcham Motor Insurance Repair Research Centre.

You can activate your subscription by calling us on +44 (0)1257 24 99 28 or online as below:

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| ScorpionTrack Stolen Vehicle Tracking & Recovery Customers | https://scorpiontrack.com/home/login |
| ScorpionTrack Fleet Customers | https://fleet.scorpiontrack.com/home/login |
| Datatool TrakKING & TrakKING Adventure Customers | https://www.datatool.co.uk/ |

By activating your subscription you are agreeing to these Terms and Conditions so please read them carefully and if appropriate take independent legal advice. We recommend that you print off a copy of these Terms and Conditions for your records.

Your attention is drawn to the provisions of clause 11 (*Limitation of our liability*).

1. Definitions & Interpretation

1.1 Definitions:

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| "Authorised Dealer" | a business whose technicians are authorised by us to install, test, maintain and uninstall Equipment. A list of Authorised Dealers are available at: www.scorpionauto.com and www.datatool.co.uk on the 'Dealer Locator' |
| "Authorised Technician" | a technician appointed and authorised by the Authorised Dealer to install, test, maintain and uninstall Equipment. |
| "Business Day" | a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business. |
| "Business User" | a customer who is purchasing the Service and who is not a 'consumer' under the Consumer Rights Act 2015. |
| "Charges" | the charges payable by you for the supply of the Service in accordance with clause 8. |
| "Commencement Date" | has the meaning set out in clause 2.2. |
| "Conditions" | these Terms and Conditions as amended from time to time in accordance with clause 16.4. |
| "Consumer" | a customer who is purchasing the Service and who is an individual acting for purposes that are wholly or mainly outside that individual's trade, business, craft or profession as defined under section 2 of the Consumer Rights Act 2015. |
| "Contract" | the contract between us and you for the supply of the Service in accordance with these Conditions. |
| "Customer Agreement Acknowledgement" | our email to you confirming your Customer Agreement, at which point a legally binding agreement will be created between us and you. |
| "Customer Agreement" | your Customer Agreement for the Service as set out in your online Customer Agreement or printed Customer Agreement or as made over the phone with our Customer Support Team and subsequently confirmed in writing by us to you. |
| "Customer Default" | has the meaning set out in clause 4.3. |
| "Customer" | you, the Business User or Consumer who is purchasing the Service. |
| "Datatool" | a trading name of Scorpion Automotive Ltd |
| "Equipment" | the Tracking Unit manufactured by Scorpion Automotive and installed successfully by one of our Authorised Dealers. |
| "Intellectual Property Rights" | patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world. |
| "Police" | a Police Force, Police Authority, Commissioner of Police, Chief Constable, or any equivalent in the country in which the your Vehicle is located. |

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| “Renewal Period” | a minimum period of 12 months. |
| “ScorpionTrack” | a trading name of Scorpion Automotive Ltd |
| “Service Definition” | the description or specification of the Service you have Customer Agreement as detailed in the relevant website at: ‘ScorpionTrack Fleet’ Customers https://www.scorpionauto.com/scorpiontrack-fleet-management-tracking/ or; ‘ScorpionTrack Stolen Vehicle Tracking Customers’ https://www.scorpionauto.com/stolen-vehicle-tracking/ or; ‘Datatool TrakKING and TrakKING Adventure Customers’: https://www.datatool.co.uk/ |
| “Service” | the service(s) supplied by us to you as set out in the Services Definition. |
| “Subscription Fees” | the fees payable by you to us for the provision of the Service as set out in the Customer Agreement. |
| “Subscription Term” | the term of this agreement as set out in the Customer Agreement from the Commencement Date subject to a minimum period of 12 months. |
| “Vehicle” | the vehicle into which the Equipment has been installed. |
| “Warranty Period” | shall be a total of 3 years (36 months) from the date of installation. |
| “Warranty” | has the meaning set out in clause 5. |
| “we”, “us”, “our” | Scorpion Automotive Limited registered in England and Wales with company number 06969452. |
| “you” | the Customer who purchases the Service from us. |

1.2 Interpretation:

- (a) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- (b) Any phrase introduced by the terms **including, include, in particular** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- (c) A reference to **writing** or **written** includes email.

2. Basis of Contract

- 2.1** The Customer Agreement constitutes an offer by you to purchase the Service for the duration of the Subscription Term in accordance with these Conditions.
- 2.2** The Customer Agreement shall only be deemed to be accepted when we issue a Customer Agreement Acknowledgement at which point and on which date the Contract shall come into existence (“**Commencement Date**”).
- 2.3** Any samples, drawings, descriptive matter or advertising issued by us, and any descriptions or illustrations contained in our catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Service described in them. They shall not form part of the Contract or have any contractual force.
- 2.4** These Conditions apply to the Contract to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3. Supply of Services

- 3.1** We shall, during the Subscription Term, supply the Service to you in accordance with the Services Definition in all material respects using reasonable care and skill.
- 3.2** We shall use reasonable endeavours to make the Service available 24 hours a day, seven days a week, except for:
 - (a) planned maintenance carried out during the maintenance window of 5.00pm to 11.00pm GMT; and
 - (b) unscheduled maintenance performed outside Normal Business Hours, provided that we have used reasonable endeavours to give you at least 6 Normal Business Hours' notice in advance;
 - (c) urgent or emergency maintenance reasonably necessary or desirable; and
 - (d) circumstances outside of our reasonable control (as further set out in clause 16.1).
- 3.3** We shall have the right to make any changes to the Service which are necessary to comply with: any applicable law, safety requirement, updates to the standards set by the Thatcham Motor Insurance Repair Research Centre, or which do not materially affect the nature or quality of the Services, and shall notify you in any such event.
- 3.4** The undertakings at clauses 3.1 and 3.2 shall not apply to the extent of any non-conformance which is caused by use of the Service contrary to our instructions, or modification or alteration of the Equipment by any party other than by our duly authorised contractors or agents. If the Service does not conform with the foregoing undertakings, we will, at our expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, and/or (at our sole discretion) reimburse you for the Subscription Fees in respect of any period of non-conformity. Such correction and/or reimbursement constitutes your sole and exclusive remedy for any breach of the undertaking set out in clauses 3.1 and 3.2. Notwithstanding the foregoing, we:
 - (a) do not warrant that your use of the Service will be uninterrupted or error-free; or that the Service will meet your requirements;
 - (b) are not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and you acknowledge that the Service may be subject to limitations, delays and other problems inherent in the use of such communications facilities including, without limitation, those specified in clause 16.1.

4. Your Obligations

4.1 You shall:

- (a) ensure that you keep all usernames and security passwords completely confidential as they permit access to the Service;
- (b) ensure that the terms of the Customer Agreement are complete and accurate;
- (c) ensure that we have valid and current telephone contact details at all times during the Subscription Term. If you are likely to be uncontactable then you should provide us with contact details for an alternative person who will be responsible for the Vehicle during your absence. If you do not provide us with such contact details we may not be able to provide the Service;
- (d) co-operate with us in all matters relating to the Service;
- (e) comply with any additional obligations as set out in the relevant Service Definition;
- (f) only permit our authorised personnel to carry out any installation or modification work on the Equipment;
- (g) not remove the Equipment from the Vehicle;
- (h) notify us promptly should you cease to own the Vehicle; and
- (i) accept responsibility to protect the SIM card against theft, loss or abuse, and liability for any costs incurred as a result of theft loss or abuse.

4.2 If you have subscribed to a Thatcham CAT5 service, which incorporates a driver identification card, and persistently cause false geofence triggers by failure to carry such card, then we may downgrade service levels to a Thatcham CAT6 service at our discretion by notice to you.

4.3 If our performance of any of our obligations under the Contract is prevented or delayed by any act or omission by you or failure by you to perform any relevant obligation ("**Customer Default**"):

- (a) we shall, without limiting our other rights or remedies, have the right to suspend performance of the Service to relieve us from the performance of any of our obligations to the extent the Customer Default prevents or delays our performance of any of our obligations;
- (b) we shall not be liable for any costs or losses sustained or incurred by you arising directly or indirectly from our failure or delay to perform any of our obligations as set out in this clause 4.3; and
- (c) you shall reimburse us on written demand for any costs or losses sustained or incurred by us arising directly or indirectly from the Customer Default.

5. Warranty

Unless we have expressly stated otherwise, you are purchasing the Equipment direct from our Authorised Dealer and we are not a party to that contract. However, as part of the Services, and in addition to any rights or remedies that you may be entitled to against or from the Authorised Dealer, we offer the following warranty in respect of the Equipment to Customers who have the Equipment installed by an Authorised Technician and who purchase the Services from us:

5.1 If the Equipment becomes inoperative or develops faults as a result of defective components, workmanship or design of the Equipment within the Warranty Period, we will, following removal of the Equipment by an Authorised Technician and return to us, repair or replace the Equipment free of charge (the "**Warranty**"). The Warranty shall be your sole and exclusive remedy for any fault or failure of Equipment during the Warranty Period. We shall have no obligation under this clause 5 if the Equipment (or its installation) has been tampered with, modified or repaired (except by an Authorised Technician) or has otherwise been subject to misuse or accident. If you are a Consumer, you have certain rights under law regarding the return of defective goods, and these terms shall not affect your statutory rights or rights otherwise under law.

5.2 The Authorised Dealer who installed the Equipment is solely responsible for the installation of the Equipment and we shall have no liability for any failure of the Equipment or Services attributable to any failure to install the Equipment in accordance with our instructions from time to time.

5.3 The Warranty only applies in respect of Equipment supplied by us or an Authorised Dealer, and we will not be liable for any loss or damage which might reasonably have been prevented if the Equipment had been fully operational but was not so or not known to be so due to any breach by you of your obligations under these Terms and Conditions.

5.4 We reserve the right to replace any Equipment with Equipment of similar specification and functionality.

5.5 If the Vehicle and Equipment therein is located outside of mainland UK, we will have no liability under the warranty for arranging Vehicle transportation and associated costs in moving the Vehicle to an Authorised Dealer or any other location of mainland UK.

5.6 If you sell a Vehicle inside of the Warranty Period, the Warranty may be transferred to the new Vehicle owner, provided that:

- (a) you notify us in writing of the change in ownership and;
- (b) the new owner registers the Equipment under a new contract and pays the appropriate Subscription Fees.

5.7 No warranty or guarantee of any kind is given by us in relation to any free trial or demonstration Equipment or Services provided.

6. Theft of the Vehicle

6.1 Upon becoming aware, or suspecting, that your Vehicle has been stolen you must immediately take the following steps:

- (a) Notify the Police and obtain a Police crime reference number ("**PCN**") or equivalent validation from the local Police in respect of the theft; then
- (b) Inform us, quoting the PCN or equivalent and telling us which Police station has been notified.
- (c) We will then verify with the Police that the Vehicle is officially logged as stolen, and if so, will set the Equipment as "stolen vehicle mode". We will then contact the corresponding Police who will decide whether to use the Equipment as part of their recovery and/or criminal investigation efforts.

- 6.2** We will not have any liability to any person on any basis for any damage of whatever nature arising out of or incidental to your failure to follow the above instructions and those in the Equipment user manual supplied by us or the Authorised Dealer.
- 6.3** In liaising with the Police you authorise us to pass on to them any information which we may hold and which they request from us in Customer Agreement to assist with their investigations and any subsequent prosecution(s).
- 6.4** The Police are under no obligation to use any information or services that we provide them with and use by them will vary with, and be subject to, other operational demands on them. The Police have full discretion as to their use of our services and/or Equipment for the location of a stolen Vehicle.
- 6.5** Subscription Fees shall not be refundable in whole or part if:
- (a)** If the Customer cancels within the first 12 months from the Commencement Date.
 - (b)** from the Commencement Date. the Equipment fails to locate your Vehicle and/or recover a stolen Vehicle; or
 - (c)** the Service fails to operate fully or at all, at any time for reasons outside our control, in accordance with clause 16.1.
- 6.6** We do not warrant or guarantee that the Service will lead to the location of the Vehicle or that any or all of the Services will operate properly or at all in conditions in Clause 6.5.

7. Change of Vehicle

- 7.1** Should you no longer own the Vehicle, then no refund, rebate or discount of Subscription Fees is available within the first 12 months from the Commencement Date. After 12 months from the Commencement Date any refund, rebate or discount of Subscription Fees for the unexpired Subscription Term shall be at our sole discretion.
- 7.2** You may transfer the Services to a new vehicle at any time upon written notice to us, but such new vehicle will require the Equipment (or new Equipment) to be installed by an Authorised Dealer. You will be responsible for the cost of any new Equipment and any such removal and installation. Please contact us to discuss your requirements if this is the case.

8. Charges and Payment

- 8.1** You shall pay the Subscription Fees to us for the Service in accordance with this clause 8.
- 8.2** You shall, as part of your Customer Agreement, provide to us valid, up-to-date and complete credit card or debit card details, and subject to the payment type chosen, any details required by PayPal (Europe) S.à r.l. et Cie, S.C.A or Lease & Business Finance Ltd (in the case of a lease agreement), or an approved purchase Customer Agreement acceptable to us and any other relevant valid, up-to-date and complete contact and billing details and if you provide:
- (a)** credit card or debit card details to us, you hereby authorise us to bill such credit card or debit card:
 - (i)** on the Commencement Date for the Subscription Fees payable in respect of the Subscription Term; and
 - (ii)** if you have chosen to renew the Service, on each anniversary of the Commencement Date for the Subscription Fees payable in respect of the next Renewal Period;
 - (b)** your approved purchase Customer Agreement information to us, we shall invoice you:
 - (i)** on the Commencement Date for the Subscription Fees payable in respect of the Subscription Term; and
 - (ii)** if you have chosen to renew the Service, at least 30 days prior to each anniversary of the Commencement Date for the Subscription Fees payable in respect of the next Renewal Period,and you shall pay each invoice within 30 days after the date of such invoice.
- 8.3** If we have not received payment within 30 days after the due date, and without prejudice to any other rights and remedies:
- (a)** we may, without liability to you, suspend all or part of the Service and we shall be under no obligation to provide any or all of the Service while the invoice(s) concerned remain unpaid; and
 - (b)** we may apply interest which shall accrue on a daily basis on such due amounts at an annual rate equal to 3% over the then current base lending rate of The Bank of England from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.
- 8.4** All amounts and fees stated or referred to in the Customer Agreement:
- (a)** shall be payable in pounds sterling;
 - (b)** are, subject to clauses 11 and 12, non-cancellable and non-refundable;
 - (c)** are exclusive of value added tax, which shall be added to our invoice(s) at the appropriate rate.
- 8.5** We shall be entitled to increase the Subscription Fees at the start of each Renewal Period upon 30 days' prior notice to you.
- 8.6** Customers can choose from a range of flexible lease options provided by Lease & Business Finance Ltd, a company authorised and regulated by the Financial Conduct Authority. Leasing is subject to credit approval and available to incorporated or LLP companies only. For further details please contact Lease and Business Finance, 2 Fournier House, 8 Tenby Street Birmingham B1 3AJ telephone: 0121 212 1114. Leased Equipment remains the property of Scorpion Automotive Ltd at all times unless subsequently purchased outright by the Customer.

9. Intellectual Property Rights

- 9.1** All Intellectual Property Rights in or arising out of or in connection with the Service and the Equipment shall be owned by us. The Contract does not grant you any rights or licences in respect of such Intellectual Property Rights.
- 9.2** You shall not tamper with, modify or attempt to reverse engineer the Equipment and agree that any software contained on the Equipment or forming part of the Services is our copyright and forms part of our confidential information and shall not be disclosed by you, or used for any purpose other than in respect of the Services for so long as it remains confidential (unless otherwise required by law).

10. Data Protection

- 10.1** In Customer Agreement to manage the provision of Equipment and fulfil the Service provided by us to you, you will supply information to Scorpion Automotive which constitutes “personal data” under the Data Protection Act 1998 (the “DPA”). Such information is referred to in this Clause as “Customer Data”. Without prejudice to the generality of the foregoing, if you contact us electronically, we may collect your IP address, telephone number, email address or other methods of electronic identification. We may monitor and record telephone calls in Customer Agreement to improve service and to prevent and detect fraud.
- 10.2** We may use and share Customer Data with our affiliates from time to time and with insurers and re-insurers to reconcile registration details with our records, facilitate insurance claims, help assess financial and insurance risks, facilitate insurance claims, recover debt, prevent and detect crime, understand customer requirements, provide services to customers, and develop and test products and services. We will not otherwise disclose Customer Data except:
- (a) with your permission; or
 - (b) where it is required or permitted to do so by law; or
 - (c) to other carefully selected companies and undertakings who provide services to us or you in connection with the purposes set out in this clause; or
 - (d) where we may transfer rights or obligations under the Agreement.
- 10.3** We may obtain personal data about you (and your personnel) from credit reference agencies and fraud prevention agencies to check your credit status and identity. Such agencies will record our enquiries, which may potentially be seen by other undertakings, who may make their own enquiries. If you provide false or inaccurate information and we suspect fraud, we will record this.
- 10.4** We may wish to utilise Equipment in a Vehicle following the expiry or termination of a Subscription Term in circumstances contemplated in these Terms and Conditions. If we do so, such use should be expected also to involve the ongoing processing of certain Customer Data in accordance with this clause 0 following such expiry or termination. If you do not want Scorpion Automotive to process such data following expiry or termination, please contact us.
- 10.5** We uses cookies on the Website. For more information on how we use cookies, please read the Scorpion Automotive Cookie Notice on the Website.
- 10.6** Where you have chosen to pay for Equipment or a Subscription by direct debit, credit card or lease agreement via our appointed financial provider, we may retain payment details securely to facilitate future efficient and timely payment management. You may withdraw this consent at any time by calling or writing to us for this purpose.
- 10.7** If you wish to have a copy of your personal data held by us, you should contact us in writing. A fee may be payable.
- 10.8** We would like to keep you informed by letter, telephone, email and/or SMS messaging) of service announcements and related vehicle security products or enhancements which may be of interest to you. If you would prefer not to be kept informed of such updates, please contact us.
- 10.9** Where you are a Business User, and you provide Customer Data in respect of your officers, employees, agents, sub-contractors or any other third party, you acknowledge that we are acting at all times as data processor (as defined in the DPA) in collecting and processing such Customer Data. We shall maintain sufficient and appropriate organisational and technical measures in relation to Customer Data. You will remain the data controller in respect of any such Customer Data at all times.

11. Limitation Of Liability

- 11.1** Nothing in the Contract shall limit or exclude our liability for:
- (a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors;
 - (b) fraud or fraudulent misrepresentation; or
 - (c) any other liability which cannot be limited or excluded by applicable law.
- 11.2** If you are a Business User, subject to clause 11.1.:
- (a) we shall not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
 - (i) loss of profits;
 - (ii) loss of sales or business;
 - (iii) loss of agreements or contracts;
 - (iv) loss of anticipated savings;
 - (v) loss of damage to goodwill; and
 - (vi) any indirect or consequential loss.
 - (b) our total liability to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract shall be limited to the cost of Equipment and the total Subscription Fees paid during the 12 months immediately preceding the date on which the claim arose.
 - (c) the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 11.3** If you are a Consumer:
- (a) we shall only be liable to you for loss or damage you suffer that is a foreseeable result of our breaking the Contract or our failing to use reasonable skill and care, and we shall not be responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Contract was made, both we and you knew it might happen; and

- (b) subject to clause 11.1, we shall not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
- (i) loss of profits;
 - (ii) loss of sales or business;
 - (iii) loss of agreements or contracts;
 - (iv) loss of damage to goodwill; or
 - (v) any indirect or consequential loss; and
- (c) our total liability to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract shall be limited to the cost of Equipment and the total Subscription Fees paid during the 12 months immediately preceding the date on which the claim arose.

11.4 In no circumstances will we be liable for any loss or damage incurred to any Vehicle arising from theft, attempted theft, or Police involvement in locating and recovering the Vehicle following theft.

11.5 This clause 11 shall survive termination of the Contract.

12. Consumer Rights

This clause 12 only applies if you are a Consumer:

12.1 If you are a Consumer, then you have the right to cancel the Contract within 14 days of the Commencement Date but you will still be liable for the pro-rata Subscription Fees for the period from the Commencement Date until we receive notice of such cancellation. If Equipment relevant to such Subscription has already been installed, we (or our Authorised Dealer) may claim back the Equipment and all reasonable installation costs from you. If you request removal of the Equipment, we (or our Authorised Dealer) reserve the right to charge you for this at the then current rate. If you continue to use or access any Service after the end of such 14 day period, all provisions of these Terms will apply.

12.2 If you wish to exercise your right to cancel under clause 12.1 you should:

- (a) call us on: +44 (0)1257 249 928 ; or
- (b) email us at: sales@scorpionauto.com ; or
- (c) complete the online cancellation process accessed at:

ScorpionTrack Stolen Vehicle Tracking & Recovery Customers <https://scorpiontrack.com/home/login>

ScorpionTrack Fleet Customers <https://fleet.scorpiontrack.com/home/login>

Datatool TrakKING & TrakKING Adventure Customers <https://www.datatool.co.uk/>

12.3 We are under a duty to provide services that are in conformity with the Contract. See the box below for a summary of your key legal rights in relation to the Service. Nothing in these Conditions will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

If your product is services, the Consumer Rights Act 2015 says:

- you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- if you haven't agreed a price beforehand, what you're asked to pay must be reasonable.
- if you haven't agreed a time for performance of the services beforehand, it must be carried out within a reasonable time.

13. Term and Termination

13.1 The Contract shall, unless otherwise terminated as provided in this clause 13, commence on the Commencement Date and shall continue for the Subscription Term.

13.2 We will endeavour to notify you at least one month prior to the expiry of the Subscription Term with an offer to renew the Service for a Renewal Period. If you fail to renew the Contract within 30 days of expiry of the relevant Subscription Term, we may disconnect the Equipment from the Service and a reconnection will not be possible in the future.

13.3 Without limiting its other rights or remedies, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing to do so;
- (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by Customer Agreement of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business.

- 13.4** Without limiting our other rights or remedies, we may terminate the Contract with immediate effect by giving written notice to you if:
- (a) you fail to pay any undisputed amount due under the Contract on the due date for payment and remains in default not less than 30 days after being notified to make such payment; or
 - (b) if you are a Business User, your financial position deteriorates to such an extent that in our opinion the your capability to adequately fulfil your obligations under the Contract has been placed in jeopardy.

13.5 Without limiting our other rights or remedies, we may suspend provision of the Service under the Contract or any other contract between you and us if you becomes subject to any of the events listed in clauses 13.3 or 13.4 or we reasonably believe that you are about to become subject to any of them, or if you fail to pay any amount due under this Contract on the due date for payment.

14. Consequences of Termination

14.1 Termination by us of the Contract in accordance with clause 13 shall not give rise to any repayment of any prepaid Subscription Fees, which you agree are non-refundable.

14.2 Customers on a monthly payment plan are also subject to a the Subscription Term of 12 months and therefore liable to pay the pro-rata unexpired portion of the Contract for terminations made in the first 12 months of the Commencement Date.

14.3 On termination of the Contract for any reason:

- (a) you shall immediately pay to us all outstanding unpaid invoices and interest and, in respect of the Service supplied but for which no invoice has been submitted, we shall submit an invoice, which shall be payable by you immediately on receipt.;
- (b) the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
- (c) clauses which expressly or by implication survive termination shall continue in full force and effect.

15. European WEEE Directive 2002/96/EC

15.1 Our Prices do not include the costs of recycling goods covered by the European WEEE Directive 2002/96/EC.

15.2 If the provisions of the European WEEE Directive 2002/96/EC as required in any local jurisdiction apply to the Equipment, the financing and organisation of the disposal of the Equipment are your responsibility and you agree to indemnify us in respect of all such liabilities.

15.3 You will, and you will procure that all users of the Equipment will, handle the collection, transportation, delivery, processing and recycling of the Equipment in accordance with all applicable laws and regulations.

16. General

16.1 **Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control including, but not limited to limitations in GPS satellite, GLONASS satellite, Galileo satellite and GSM network coverage and RF interference arising from atmospheric and ionosphere conditions, buildings, other man-made structures and topographic features, radar installations and other sites producing electromagnetic waves (RF only), physical features of the Vehicle itself, failures or outages on any telecommunications networks, war, riot, acts of terrorism, medical crises, civil commotion, labour strikes, embargo, fire, earthquake, flood, severe weather conditions, delay in delivery or services of subcontractors or sub-suppliers, shortage of labour or materials, confiscation or any other unforeseen event (whether or not similar in nature to those specified).

16.2 **Assignment and other dealings.**

- (a) We may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of our rights under the Contract and may subcontract or delegate in any manner any or all of our obligations under the Contract to any third party or agent.
- (b) You shall not, without our prior written consent, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of your rights or obligations under the Contract.

16.3 **Entire agreement.**

- (a) The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- (b) Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

16.4 **Variation.**

- (a) Subject to clause (b) below, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- (b) We may change or add to these Conditions or any Service Definition where required for technical, security, legal or regulatory reasons by giving 30 days' notice. In the event that such changes materially and adversely affect the Service, you may terminate the Contract upon 14 days' written notice.

- 16.5 Waiver.** A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not:
- (a) waive that or any other right or remedy; or
 - (b) prevent or restrict the further exercise of that or any other right or remedy.
- 16.6 Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- 16.7 Notices.**
- (a) Any notice required to be given by us to you under the Contract shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to you at your address set out in the Customer Agreement, or such other address as you may have notified us for such purposes, or sent by email to the your email address as provided by you to us.
 - (b) Any notice to be given by you to us under the Contract shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to us at: Scorpion Automotive Ltd, Scorpion House, Drumhead Road, Chorley North Business Park, Chorley, PR6 7DE, UK , or sent by email to sales@scorpionauto.com.
 - (c) A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9am on the first Business Day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by email shall be deemed to have been received at 9am on the next Business Day.
 - (d) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
- 16.8 Third parties.** Save for our Authorised Dealers, no one other than a party to the Contract shall have any right to enforce any of its terms.
- 16.9 Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.
- 16.10 Jurisdiction.**
- (a) If you are a Business User, each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.
 - (b) If you are a Consumer, the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation save that if you live in Scotland, you may also bring proceedings in the courts of Scotland or if you live in Northern Ireland, you may also bring proceedings in the courts of Northern Ireland.

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