

AVS Tracking - Terms of service

By using AVS Tracking or any Manta Electronics product or service, you (the 'user') are acknowledging that you have read and understood Manta Electronics ('Manta') Terms of Service and agree to be legally bound by them.

1. Password protected access

- 1.1. When you register with us you will be provided by Manta, or by one of our authorised resellers or representatives, with a username and password that allows you access to the AVS Tracking website and its services. We recommend the password is changed by you to help protect your data.
- 1.2. Until you advise us otherwise, and we acknowledge receipt of that notification, then we will assume that every act or omission, or transaction undertaken using your username and password is fully authorised by you.
- 1.3. It is your responsibility to maintain the confidentiality of your username, password and account access information and to distribute it in a controlled manner within your business or to family members, and to advise Manta immediately in writing if you believe the integrity of your security and account access has been compromised.
- 1.4. It is your responsibility to regularly access your AVS Tracking account and ensure your tracker/s are active and recording tracking history. If a tracker is not online please contact us as soon as possible during business hours.
- 1.5. You are responsible for the consequences of any unauthorised use of your username and password.
- 1.6. If you have lost your login details please contact us during business hours. If you changed your password when the tracker was installed it is your responsibility to securely retain those details. If you have lost it in most cases a new AVS Tracking account will need to be set up and you will lose the tracking data from your old account. An admin fee will apply.

2. Payment terms and service fee

- 2.1. The service fee of \$25 including GST per month per device gives you unlimited access to www.avstracking.com, the supply of a data SIM card, alerts (text alerts under a fair use policy) and the monthly data used by the AVS tracker when used within Manta's standard settings. It is your responsibility to regularly access your account and ensure your tracker/s are active and recording tracking history.
- 2.2. The service fee is to be debited in advance from your account, if paying by Direct Debit on the first business day of each month, or if paying by credit card on the first day of the month. If a credit card is declined we will retry the card in 3 days time.
- 2.3. If there is an outstanding balance for any product or service we reserve the right to notify you in advance and debit that amount by your nominated Direct Debit account or credit card.
- 2.4. If payment is not received by the due date we will attempt to contact you by phone or email to inform you of the situation. However we can, without prejudice to any other rights we have, suspend access to your account, terminate your account or restrict your use of all or any of the services without giving your prior notice. If we suspend or restrict access and/or services all charges will continue to apply. If we terminate your account no further data is recorded and you will lose all historical data. A reconnection fee will apply, and all outstanding amounts will need to be paid before reconnection.

3. Fair use policy for text alerts

- 3.1. The monthly service fee includes text alerts sent from your devices under a Fair Use Policy. We have developed our Fair Use Policy by referencing average customer usage and customer profiles.
- 3.2. We may apply our Fair Use Policy where in our reasonable opinion your usage of text alerts is excessive and/or unreasonable. This includes if your use exceeds estimated use patterns over any month, or is inconsistent with normal usage patterns.
- 3.3. If your usage is excessive and/or unreasonable we may contact you to advise you that your usage is in breach of our Fair Use Policy and may then request that you stop or alter your usage to come within our Fair Use Policy.
- 3.4. If your excessive or unreasonable usage continues after a request to stop or alter the nature of such usage, we may without further notice, apply charges to your account for the excessive and/or unreasonable element of your usage; suspend, modify or restrict your use of the service or withdraw your access to the service or your account.

4. Termination

- 4.1. Manta reserves the right to cancel or suspend service and access immediately if you fail to comply with any of these terms of service or if Manta ceases to supply any services. If we suspend or terminate your use of any service, you will still be required to pay us any connection related charges or minimum payments related to that service.
- 4.2. Subject to the provision of any Other Agreement, you may discontinue your use of any of our services with 30 days written notice of cancellation or by any other terms of use for that service contained in the Other Agreement.

5. Privacy

- 5.1. By applying for this service you authorise Manta to make credit and other enquiries about you within Manta's normal procedures (see Manta's full terms and conditions).
- 5.2. Manta collects personal information when you register with use, use Manta's products and services and when you visit our websites.
- 5.3. When you register with us we ask for personal information to set up your account. Once you have registered with us and subscribed to our products and services you are no longer anonymous to us.
- 5.4. We limit access to personal information about you to employees or authorised subcontractors, resellers or representatives who we believe reasonably need to come into contact with that information to provide services to you or in order to fulfill their role.
- 5.5. We can use information about you to do market research and statistical analysis. You acknowledge our right to use as we see fit any general marketing or other intelligence which we have gathered as a result of your use of our services.

6. Limitation of liability

- 6.1. It is your responsibility to regularly access your AVS Tracking account and ensure your tracker/s are active and recording tracking history. The service fee gives you access to AVS Tracking to monitor your own tracker/s. We do not monitor the account for you. If a tracker is not online please contact us as soon as possible during business hours. You are responsible for any consequences arising from tracker/s being offline.
- 6.2. Without limiting any other provision of Manta's terms and conditions you agree that any and all liability and responsibility of Manta (including our officers, employees, authorised subcontractors, resellers or representatives) as a result of or arising from your use (or any third party) of its websites, its content, products or services, is excluded to the maximum extent permitted by law. Manta's liability and responsibility is excluded in respect of any and all loss or damage, whether direct or indirect, including, without limitation, loss or profits, loss of data, loss of business and consequential and indirect loss.
- 6.3. In no event will Manta (nor our officers, employees, authorised subcontractors, resellers or representatives) be liable for any incidental, special, consequential, direct or indirect damages arising out of or relating to the use or inability to use any site or service related thereto including, without limitation, damages or loss or corruption of data or programmes, service interruptions, and / or procurement of substitute services even if we know or have been advised of the possibility of such damages. Under no circumstances will our aggregate liability on any firm of action whatsoever in connection with this agreement and the goods and services provided within exceed the price paid by you to us.
- 6.4. Manta will use all reasonable commercial effort to ensure the general availability of our products and services and will restore services as soon as reasonably possible in the event of any interruption. However, Manta does not warrant our products or services will be operate on a continuous or error free basis, or at any particular time or location, or be secure or private. Manta takes no responsibility for and has no liability for any unavailability of its products and services, corruption or loss of data or transmission of viruses or losses relating to these events. In particular, Manta takes no responsibility or liability for any events which are outside our reasonable control including communications and hardware failures relating to our websites and services.
- 6.5. Although we will maintain best endeavours to keep our website and its content up to date and accurate, we do not represent or warrant that all content displayed on our website is up to date or accurate at all times.

7. Subcontractors and agents

- 7.1. Manta may use resellers, subcontractors and representatives to provide products or services to you. We will not be liable to you, or anyone claiming through you, for the direct or indirect consequences of any failure or default by any such agent. We use best business practices to ensure that a professional, competent service is available to you for the delivery of our goods and services.
- 7.2. We may use external technical, operational, promotional or other outsourced providers to sell, install, support or facilitate the supply of goods and services to you. We use commercially reasonable diligence to restrict the purposes for which these outsourcing providers may use your personally identifiable information. Although we use good faith to impose and ensure compliance we cannot, and will not, be responsible to users for misuse of personally identifiable information by such outsourcing providers.

8. Miscellaneous

- 8.1. You will immediately inform us of any change in your name, ownership or address.
- 8.2. Manta deems presentation of a vehicle or a request for goods or services to be by the lawful owner, or bona fide representative or agent. We accept no responsibility for incorrect representation including all subsequent data and information provided within our goods or services. This includes but is not limited to use of data and information provided within our goods and services to third party entities for the purpose of calculating Road User Charges or any other calculation.
- 8.3. You will indemnify us for all liabilities, claims, losses, damages, costs or expenses resulting from any claim or action by a third party in relation to the goods or services we provide.
- 8.4. These terms and conditions may change from time to time. Up to date terms are available from <http://avscarsecurity.com/gps-tracking/sign-up-for-avs-tracking/>
- 8.5. By agreeing to these terms of service you also agree to Manta's complete terms and conditions which may change from time to time. Up to date terms are available from <http://shop.manta.co.nz/terms-and-conditions/>