

## SERVICE AGREEMENT: STANDARD TERMS AND CONDITIONS

- 1 Definitions
  - 1.1 "Agreement" - The agreement concluded between the Client and Cartrack in respect of the Product and/or Service outlined in the Subscriber Application Form which agreement will be exclusively governed by these terms and conditions and the specific terms and features applicable to the relevant Product or Service (as contained in Cartrack's Product brochures), read together with the Subscriber Application Form, Quotation and any appendices attached;
  - 1.2 "Business Day" - Any day other than a Saturday, Sunday or official public holiday in Hong Kong SAR;
  - 1.3 "Cartrack" - Cartrack Technologies (China) Ltd and any entities appointed by Cartrack to perform the Service and shall include references to the employees, agents, sub-contractors, service providers, suppliers and any independent contractors of Cartrack or such appointed entities;
  - 1.4 "Client" - The Party whose details appear on the Subscriber Application Form and who has signed after being requested to read these terms and conditions which will govern the relationship between the Parties;
  - 1.5 "Confidential Information" - Information that is identified (orally or in writing) as confidential or of such a nature that a reasonable person would understand such information to be confidential;
  - 1.6 "Cooling-Off" - means the right of the Client to rescind the Agreement if it originated from Direct Marketing as referred to in clause 3.6;
  - 1.7 "Day; Week; Month" - Calendar day, week or month, respectively;
  - 1.8 "Direct Marketing" - means where the Client has been approached by Cartrack in an unsolicited manner;
  - 1.9 "Fee" - The collective fees for providing the Service, and Rental (if applicable), specified on the Subscriber Application Form and payable monthly in advance by the Client to Cartrack, together with any other charges which Cartrack is allowed to levy under this Agreement and which are set out in the Price Table;
  - 1.10 "Installation Centre" - A centre approved by Cartrack for the installation of a fixed Unit;
  - 1.11 "Intermediary" - A third party nominated by the Client;
  - 1.12 "Loss" - The hijacking and/or theft of a Vehicle, in which event the Client is responsible to immediately notify Cartrack if the Client has a Unit with the SVR;
  - 1.13 "Product" - the Unit and/or the value-added services selected by the Client on the Subscriber Application Form;
  - 1.14 "The Parties/Party" - Cartrack and the Client; either Cartrack or the Client;
  - 1.15 "Price Table" - An indicative price list, available to the Client on request, setting out the ruling retail price for the Service, the Rental, the Products and ancillary charges which may be updated from time to time;
  - 1.16 "Purchase Price" - The amount specified as the "Standard Purchase Price" on the Subscriber Application Form.
  - 1.17 "Rental" - The amount specified as "Monthly Rental Subscription" on the Subscriber Application Form, payable monthly in advance to Cartrack for the duration of the Term
  - 1.18 "Roaming Costs" - Any GSM costs incurred when the Unit transmits messages via a GSM network when located outside the Territory;
  - 1.19 "Service" - means the provision by Cartrack to the Client of Fleet Management Services ("FMS") and/or Stolen Vehicle Recovery Services ("SVR"), dependent on the Product selected by the Client on the Subscriber Application Form;
  - 1.19.1 "FMS" - means the provision by Cartrack to the Client of a real-time web-based system whereby the Client is able to position, monitor and obtain reports covering various aspects of driver and Vehicle performance. This Service only applies where a GPS fleet management Unit is installed and is limited to the Territory, except if the Product specifically incorporates international data roaming, in which case the roaming data service will be provided in specified countries;
  - 1.19.2 "SVR" - means the provision of a Service by Cartrack to the Client whereby Cartrack conducts the tracking and recovery operations in accordance with Cartrack's standard procedures to secure the Vehicle after receiving notification of a Loss by the Client. This Service is only applicable in the Territory and in countries where Cartrack has an operational branch;
  - 1.20 "Subscriber Application Form" - The face of this Agreement and any appendices attached;
  - 1.21 "Term" - Where the Client has selected the standard purchase option, from and including the date of installation to 00:00 on the last day of the last day of the Rental period stipulated in the Subscriber Application Form, which Standard period shall be deemed to be 12 (twelve) months from installation; where the Client has selected the Rental option, from and including the date of installation to 00:00 on the last day of the Rental period stipulated in the Subscriber Application Form, which Rental period shall be deemed to be 36 (thirty six) months from installation
  - 1.22 "Territory" - Hong Kong, Macau, China;
  - 1.23 "Unit" - The electronic device and ancillary equipment to be installed in a Vehicle by an Installation Centre in order for Cartrack to provide the Service;
  - 1.24 "Vehicle" - Any Vehicle or other asset of the Client which is the subject of this Agreement and in which a Unit is installed, the details of which appear either on the Subscriber Application Form or on any appendix attached.
- 2 The Service
  - 2.1 A Cartrack Installation Centre shall install the Unit into the Client's Vehicle/s.
  - 2.2 The Client confirms that it is the legal owner of the Vehicle in which the Unit is installed. In the event that the Client is not the owner of the Vehicle, the Client confirms that it has the necessary consent from the legal owner of the Vehicle to allow a Unit to be installed in the Vehicle.
  - 2.3 Where the Client has selected a Unit with the SVR, with or without FMS, the following shall apply:
    - 2.3.1 Cartrack will respond to each notification of a Loss and do all that it reasonably can to recover the Vehicle. The Client authorises Cartrack to recover the Vehicle for the Client and, if necessary, after recovery, to remove the Vehicle from a dangerous location. If Cartrack is under obligation after securing the Vehicle to deliver it to a relevant authority, Cartrack shall do so. The recovery will, unless agreed otherwise by written or verbal notice to the Client, be rendered free of additional charge within the Territory and countries where Cartrack has an operational branch. In the event that the Client requires a cross-border recovery, the Client will be responsible for the repatriation of the Vehicle and the cost thereof;
    - 2.3.2 Cartrack does not guarantee that the SVR will lead to a recovery. The Client acknowledges that the SVR is intended to reduce the risk of Loss, but will not eliminate such risk;
    - 2.3.3 The Client shall, immediately or as soon as is practically possible, notify Cartrack of any recovery request unintentionally generated ("false alarm"). The Client will be responsible for any false alarm and understands that such false alarm may lead to the relevant authorities or Cartrack responding thereto and making wrongful arrests. Accordingly, the Client shall be responsible to repay all costs and any expense incurred by Cartrack, and hereby indemnifies Cartrack against all claims or damages arising out of a false alarm.
  - 2.4 Where the Client has selected a Unit with the FMS, with or without SVR, the following shall apply:
    - 2.4.1 The FMS features provided by Cartrack to the Client are dependent on and limited to the Product selected by the Client and as indicated on the Subscriber Application Form and in the Product brochures;
    - 2.4.2 Secure 24 (twenty-four) hour access to the web-based monitoring and reporting system shall be provided to the Client on creation of a user name and password;
    - 2.4.3 User support shall be provided by user manuals and a telephonic/email support desk.
  - 2.5 Cartrack provides its Clients with a free, 24 (twenty-four) hour Unit testing service.
  - 2.6 The Client accepts responsibility for making all reasonable enquiry as to the suitability for purpose of the Unit, the main features of which are disclosed in Product brochures which are available to the Client on request.
- 3 Terms and Conditions
  - 3.1 This Agreement shall continue for the Term.
  - 3.2 The Client (if the Client is a natural person) may cancel this Agreement in writing or other recorded manner:
    - 3.2.1 upon the expiry of the Term without penalty or charge, subject to the Client remaining liable to Cartrack for any amounts owed in terms of the Agreement up to the date of cancellation; or
    - 3.2.2 at any other time, by giving Cartrack notice of 20 (twenty) Business Days, subject to the Client remaining liable to Cartrack for any amounts owed in terms of the Agreement up to the date of cancellation and subject to clause 3.4.
  - 3.3 The Client (if the client is a juristic person) may cancel this Agreement in writing or other recorded manner:
    - 3.3.1 by giving Cartrack notice of 1 (one) month upon expiry of the Term, subject to the Client remaining liable to Cartrack for any amounts owed in terms of the Agreement up to the date of cancellation; or
    - 3.3.2 at any other time, by giving Cartrack notice of 1 (one) month, subject to the Client remaining liable to Cartrack for any amounts owed in terms of the Agreement up to the date of cancellation and subject to clause 3.4.
  - 3.4 Cartrack will impose a reasonable cancellation fee, should the cancellation be before the end of the Term. In this regard, if the Client is a Consumer, as defined by the Consumer Protection Act, then the cancellation fee shall be determined by taking into account the cost incurred by Cartrack in the acquisition of the Client, which cost may vary from time to time. Should the Client not fall within the definition of a Consumer, then the cancellation fee shall be equal to the value of the remainder of the Client's contract.
  - 3.5 Cartrack may cancel this Agreement 20 (twenty) Business Days after giving written notice to the Client of a material failure (i.e. non-payment or failure to comply with the obligations in terms of this Agreement) by the Client, unless the Client has rectified the failure within that time.
  - 3.6 Should the Client have concluded the Agreement with Cartrack as a result of Direct Marketing, the Client has the right to enforce its Cooling-Off rights in accordance with the Consumer Protection. In terms thereof, the Client may be entitled to cancel the Agreement within 5 (five) Business Days after the Agreement has been concluded, by written notice to Cartrack. Should the Client exercise his/her Cooling-Off rights, then any payment that has been made to Cartrack in respect of such Agreement will

be repaid as follows;

3.6.1 Within 15 (fifteen) Business Days if no installation has been completed; or

3.6.2 Within 15 (fifteen) Business Days after the return of the Unit to Cartrack if installation has already taken place.

3.7 In the event that the Client finds the Unit defective or not of the standard described, the Client shall return the Vehicle to Cartrack within 10 (ten) Business Days of fitment, at Cartrack's risk and expense, for Cartrack to inspect the Unit installed in the Vehicle. Should the Unit be found to be defective, Cartrack shall, at its discretion, replace the Unit or cancel the Agreement.

4 Renewal

4.1 On the expiry of the Term, it will automatically be continued on a month-to-month basis, subject to the notice periods in clause 3 and any material changes of which Cartrack has given notice (in terms of clause 4.1.1) unless the Client:

4.1.1 Directs Cartrack to terminate the Agreement on the expiry date of the Term in terms of clause 3; or

4.1.2 Agrees to a renewal of the Agreement for a further period.

5 Fee

5.1 The Price Table, as contained in the Product brochures and updated from time to time, will be made available to the Client upon the Client's request.

5.2 The Client shall pay Cartrack the Fee for the Service as set out in the Subscriber Application Form as revised from time to time as per this clause 5, monthly in advance by debit order on the Client's bank account.

5.3 In the event that the payment date as selected by the Client on the Subscriber Application Form does not fall on a Business Day, the Client hereby agrees that Cartrack may debit the Client's bank account on the preceding Business Day.

5.4 In the event that the Client's debit order is returned for any reason whatsoever, Cartrack reserves the right to change the date on which debit orders are processed.

5.5 The Client shall pay Cartrack for additional ad-hoc Services such as Roaming Costs within 30 (thirty) days of receipt of an invoice from Cartrack. The Client agrees such costs reflected on an invoice received from Cartrack shall be considered a true reflection of the costs incurred by the Client and the Client shall not withhold payment for any reason whatsoever.

5.6 The first Fee and the Purchase Price, if applicable, shall be paid upon installation of the Unit.

5.7 Cartrack may increase the Fee by 10% each year for years 2 (two) and 3 (three) of the Term, thereafter increases shall be at Cartrack's discretion and based on the prevailing Consumer Price Index.

5.8 Cartrack shall provide the Client with written notice of not more than 80 (eighty) days nor less than 40 (days) before each annual Fee increase stating the increased amount and the effective date.

5.9 The Client agrees that the proportion of the Fee which relates to foreign currency input costs may be subject to change, at Cartrack's discretion, based on the foreign exchange rate at any given time and/or any price changes effected by third party service providers. Accordingly, Cartrack shall provide the Client with 30 (thirty) days written notice of any such changes in the Fee.

5.10 All amounts outstanding in terms of this Agreement should pay on time or shall bear interest from the due date (calculated on a daily basis) at the rate equal to 2% above the Hong Kong Dollar Best Lending Rate on the outstanding charges until payment of the Charges is made in full permitted by law.

5.11 Where the Fee, by direct or indirect agreement between the Client and the Intermediary, is to be paid to Cartrack by the Intermediary and the Intermediary fails to pay any Fee, the Client will be responsible to pay such Fee and, for the remainder of the Term, to pay by debit order in terms of clause 5.2 any outstanding Fee due and any future Fee due in terms of this Agreement.

5.12 Fees for other services shall be charged for at prices (GST exclusive) per the following table subject to escalation from time to time:

OTHER SERVICE CHARGES	STANDARD OPTION	RENTAL OPTION
De-Installation/ Re Installation	HK\$400.00	HK\$400.00
Change of Ownership	HK\$400.00	HK\$400.00
No-show fee on scheduled appointments	HK\$400.00	HK\$400.00

OTHER SERVICE CHARGES	STANDARD OPTION	RENTAL OPTION
Early termination of contract		In respect of a Consumer: HK\$1,500.00 per contract or the balance of the contract, whichever is lesser. In respect of corporate entities: the remainder of the balance of the contract.
Out of warranty repair cost	A call-out fee of HK\$400.00 will be levied plus the replacement or repair cost of the Unit if applicable	
Loss of rental unit	A replacement fee of HK\$1,500.00 will be charged for the replacement and installation of the unit.	

6 Hardware and Warranty

6.1 The Client will be responsible to use the Unit and the Service in the manner advised by Cartrack and as reflected in Cartrack's Product brochures. The Client shall not, in any way remove, alter or tamper with the Unit.

6.2 Subject to the Client complying with clause 6.1, the Unit and the installation thereof carries a lifetime limited warranty. Any maintenance and/or repairs must be carried out at an Installation Centre.

6.3 All risk of loss and damage in and to the Unit shall, from the date of installation, pass to the Client, but ownership of the Unit shall remain with Cartrack. If this Agreement is terminated in accordance with clause 3 or clause 9, Cartrack may at its expense remove the Unit and the Client shall, within 5 (five) days of receipt of any written or verbal request, deliver the Vehicle to an Installation Centre for such removal.

7 Furnishing of Information

7.1 The Client confirms the completeness and accuracy of all the information on the Subscriber Application Form or otherwise furnished by or on behalf of the Client to Cartrack.

7.2 The Client shall immediately, or as soon as is practically possible notify Cartrack in writing of any changes to the information on the Subscriber Application Form, or furnished to Cartrack from time to time, by written notice to customercare.sg@cartrack.com or through the Client Services Portal (a portal accessible on the Cartrack website), which information will be updated within 7 (seven) days of receipt by Cartrack.

7.3 The Client has selected the address referred to on the Subscriber Application Form as its selected legal address where all communications from Cartrack and any legally required notices will be delivered for all purposes arising out of this Agreement, provided that the Client shall be entitled to change such legal service address, on written notice to Cartrack or through the Client Services Portal. Cartrack will effect such change within 7 (seven) days of receipt by Cartrack of such notice.

7.4 The Client consents to Cartrack supplying third party insurers with its personal information, including, but not limited to the Client's name and contact number, or other information as is reasonably required to obtain a favourable insurance premium on behalf of the Client. The Client may revoke this consent at any time on written request to Cartrack.

7.5 The Client shall co-operate with the regulatory authorities in Hong Kong SAR, to release all end users' information immediately at the request of any government and/or regulatory body. Cartrack shall not be liable for any failure on the Client's part to release such information.

8 Client's General Obligation

8.1 It is the responsibility of the Client to contact the Cartrack control centre for a Unit test to be carried out. The Client must take all reasonable steps to ensure that the Unit is in proper working order and must immediately or as soon as is practically possible report any Unit faults and/or failures to Cartrack in order for Cartrack to provide the Service.

8.2 The Client must ensure that the Cartrack emergency numbers +852 3955 1050 are kept handy and contact Cartrack as soon as possible after a Loss.

8.3 This is the responsibility of the Client for any data delay, loss or damage that interruption or threatens to interfere the accuracy & efficiency of our network; to distribute any tools that may compromise or breach any features or harm or interfere the normal operations of any facility or services;

8.4 The Client holds exclusive responsibility, and Cartrack shall have no liability, for ensuring that the Service complies with all laws regarding the intended use by the Client of the Service herein.

9 Default

9.1 If the Client (or the Intermediary on the Client's behalf), after 7 (seven) days written notice of default, fails to pay any amount due in terms of this Agreement or the Client abuses or misuses the Service, then, for the duration of such default, Cartrack may suspend all of its obligations in terms of this Agreement. Cartrack shall be entitled to recover arrear Fees by debiting the Client's account with the outstanding amount or by any other legal action, and cancel the Agreement, charging a reasonable penalty fee for early cancellation.

## 10 Disclaimers

10.1 Cartrack makes no warranty that the Service will capture all events, that remote access and the GSM network will be continuous or uninterrupted, that the fleet management web-based system will be error-free, or that any specific result or outcome will be achieved by utilizing the Service, or that the use of the Service by the Client will comply with all applicable laws.

## 11 Warranties and Representations

11.1 The Client represents and warrants that:

11.1.1 It has the necessary right and authority to enter into this Agreement, is the lawful owner and/or possessor of the Vehicle, and is therefore permitted to allow Cartrack to provide the Service herein;

11.1.2 In making such disclosure, the Client hereby indemnifies Cartrack from any claim whatsoever which may arise from any third party/ies against Cartrack in the event that the Client has misrepresented its right and authority.

## 12 Exclusion of Liability

12.1 In addition to any other indemnities contained in this Agreement, Cartrack will not be liable for any loss or damage of whatsoever nature caused to the Client in consequence of any act or omission by Cartrack, notwithstanding any negligence on the part of Cartrack, provided only that Cartrack is entitled in law to contract out of such liability. In the event that Cartrack is, despite the provisions of this clause 12, found by a court of law with competent jurisdiction to be liable for any loss or damage to the Client, Cartrack's liability will be limited to the maximum amount of HK\$40,000 (Forty Thousand Hong Kong Dollars).

## 13 General

13.1 Cartrack will make every reasonable effort to carry out its obligations under this Agreement, using commercially reasonable efforts conforming to generally accepted industry standards. Where Cartrack is directly or indirectly prevented or restricted from carrying out all or any of its obligations under this Agreement by a cause beyond its control, then Cartrack cannot be held responsible for delay or failure in performance in meeting its obligations.

13.2 In the event that the Client's Vehicle is fitted with any data transmitting device which is streaming data, the Client, as the owner of the data, hereby appoints Cartrack as its duly authorised agent to instruct the relevant service provider to also stream the data in real-time to the Cartrack platform.

13.3 For the duration of this Agreement and at all times after its termination, each Party and its employees and agents agree not to disclose any Confidential Information obtained from the other Party to any other person or entity.

13.4 The Client may not alter the terms of this Agreement without the written consent of Cartrack. Cartrack reserves the right to amend these Terms and Conditions from time to time upon the expiry of the Term. Any new version of the Terms and Conditions will be displayed on the Cartrack Website together with the date on which it will become effective, which will never be less than 30 (thirty) days after the date on which it is first published. It is the Client's obligation to visit the Cartrack Web site on a regular basis in order to determine whether any amendments have been made and the effective date thereof.

13.5 Where any number of days or other period is given in this Agreement for the carrying out of the Service or obligations, the days will be calculated excluding the first day and including the last day.

13.6 In the event of Cartrack taking legal action against the Client or the Intermediary for breach of payment under this Agreement, the Client shall be responsible for all costs (on a client and own attorney scale) allowable by the courts if an award is made in Cartrack's favour.

13.7 The nature and amount of any indebtedness of the Client to Cartrack at any time shall be determined and proved by a document signed by a manager of Cartrack, whose capacity or authority it shall not be necessary to prove. Such certificate shall, upon the mere production thereof, be binding on the Client as prima facie proof that the amount stated therein is due and payable, and will prima facie be valid as a liquid document against the Client in any competent court. If the Client wishes to dispute such certificate or the effects thereof, the burden of proof rests on the Client.

13.8 Neither Party may cede or delegate the rights or obligations in terms of this Agreement without the prior written consent of the other Party, which consent shall not unreasonably be withheld.

13.9 Cartrack will attempt to resolve any dispute quickly and efficiently. The Client may direct any complaint to the Consumer Commission. Should the Client not be satisfied with the complaint resolution, the Client may take action in a competent court.

13.10 The laws of the Hong Kong SAR will apply to this Agreement and the relevant courts of the Hong Kong SAR will have exclusive jurisdiction in relation to the Agreement.

13.11 The Client undertakes to provide Cartrack with a 30 (thirty) day written notice in the event that the Client no longer wishes to receive correspondence regarding new Products and value-added services.

**Revision date: 5 November 2019**

## 服務協議：標準條款與條件

### 1 釋義

- 1.1 “協議” - 指客戶與 Cartrack 之間就《用戶申請表》中概述的產品和/或服務訂立的協議，其受本條款與條件以及適用於相關產品或服務的具體條款與功能（參見 Cartrack 產品手冊）的管轄，應與《用戶申請表》、報價及其附件一同讀閱；
- 1.2 “工作日” - 指除週六、週日和香港特別行政區公眾假日以外的日子。
- 1.3 “Cartrack” - 指 Cartrack Technologies (China) Ltd 及 Cartrack 指定履行其服務的任何實體，包括 Cartrack 的顧問、代理商、分銷商、服務提供者和獨立承包商，或接受如此委託的任何實體；
- 1.4 “客戶” - 指《用戶申請表》中載明其詳情，並按要求閱讀管轄雙方關係的本條款與條件後簽字的一方。
- 1.5 “保密資料” - （口頭或書面）確認為保密的信息，或正常普通人(理性自然人)應理解此等資料為保密性質；
- 1.6 “冷卻期” - 指因第 3.6 條所述的由直接行銷產生的客戶撤銷本協議的權利；
- 1.7 “日；週；月” - 分別指公曆日、週或月；
- 1.8 “直接行銷” - 指 Cartrack 未經要求方式主動接觸客戶；
- 1.9 “費用” - 指提供《用戶申請表》中規定的服務和租賃（如適用）的總費用，客戶應提前每月付予 Cartrack 該費用，以及 Cartrack 可依本協議收取的價格表下列明的其他費用。
- 1.10 “安裝中心” - 指 Cartrack 認可提供安裝設備的中心；
- 1.11 “代理商” - 指客戶提名的第三方；
- 1.12 “追尋失車” - 車輛被劫持及/或被盜，此等事件中，客戶有責任立即通知 Cartrack，如客戶購買設備附有尋回被盜車輛服務(SVR)。
- 1.13 “產品” - 設備和/或客戶在《用戶申請表》中選擇的增值服務；
- 1.14 “雙方/當事人” - 指 Cartrack 和客戶；Cartrack 或客戶任何一方；
- 1.15 “價目表” - 不時更新的指導性價目表，可應要求提供予客戶，其中列明服務、租賃、產品的零售市價和附加收費；
- 1.16 “購買價” - 指按《用戶申請表》中的“標準購買價”規定的金額。
- 1.17 “租賃” - 指《用戶申請表》中的“租用月費”所定明的每月金額，在協議期間內需按月提前支付予 Cartrack。
- 1.18 “漫遊費用” - 指境外設備透過 GSM 網絡發送信息所產生的任何 GSM 費用；
- 1.19 “服務” - 指 Cartrack 向客戶提供的車隊管理服務和/或被盜車輛找回服務，具體取決於客戶在《用戶申請表》中選擇的產品；

1.19.1 “車隊管理服務” - 指 Cartrack 向客戶提供的即時網絡系統，客戶可據此定位、監控車輛和司機表現，並獲得兩者的多項報告。該服務僅適用於安裝 GPS 車隊管理設備的客戶，並僅限於指定區域內，但專門整合了國際資料漫遊的產品除外，此等情況下將提供指定國家內的漫遊資料服務；

1.19.2 “尋找被盜車輛服務” - 指 Cartrack 向客戶提供的一項服務，據此，Cartrack 可於收到客戶通知失車後，根據 Cartrack 的標準程序執行追蹤和尋找失車以取回車輛。本服務僅適用於 Cartrack 設立了運營分部的指定區域或國家內；

1.20 “用戶申請表” - 本協議頁面及其任何附件；

1.21 “合約期” - 客戶選擇標準標準協議，合約期計自安裝日起（包括該日）至安裝後的 12（十二）個月最後日期 00:00 為止的期間；如客戶選擇標準租賃協議，合約期則計自安裝日期起（包括該日）至安裝後的 36（三十六）個月最後日期 00:00 為止的期間；

1.22 “區域” - 指中國香港，中國澳門，中國大陸；

1.23 “設備” - 指為讓 Cartrack 提供服務，車輛安裝中心技術員在車輛上安裝的電子設備和配件；

1.24 “車輛” - 指本協議管轄下的、安裝了設備的客戶任何車輛或其他資產，車輛詳情載於《用戶申請表》或其附頁。

### 2 服務

2.1 Cartrack 車輛安裝中心應在客戶車輛中安裝設備。

2.2 客戶確認其為設備安裝車輛的合法擁有人。如果客戶不是車輛的合法擁有人，則客戶確認其已獲得車輛合法所有人的同意，獲准在車輛上安裝相關設備。

2.3 如果客戶選擇附有被盜車輛尋回服務的設備，無論有無車隊管理服務，則以下條款適用：

2.3.1 Cartrack 會跟進每個尋回失車個案，並盡其合理努力尋回失車。客戶授權 Cartrack 為其找回失車，如必要，找回失車後會將車輛從危險處轉送安全地方。Cartrack 在找回失車後有義務移交該車輛至相關當局，Cartrack 亦應如此行事。除非與客戶另有書面或口頭協議，在 Cartrack 設有營運分公司的區域或國家內尋找失車為免費服務及不收取任何額外費用。如果客戶要求跨境找回失車，客戶將需負責境外一切車輛的移送及相關費用；

2.3.2 Cartrack 並不保證被盜車輛必然能夠成功尋回。客戶須認同被盜車輛找回服務旨在減少被盜遺失風險，而非完全可消除此等風險。

2.3.3 客戶應立即、或儘快通知 Cartrack 任何意外產生的尋回失車請求（“虛假警報”）。客戶將要為上述虛假警報負責，並瞭解此等虛假警報可能導致相關當局或 Cartrack 對此警報採取錯誤的追捕行動。相應地，客戶應承擔 Cartrack 為此所產生的一切費用與支出，並就因虛假警報造成的損害和賠償，向 Cartrack 作出彌償。

2.4 如果客戶選擇帶有車隊管理服務的設備，無論有無被盜車輛尋回服務，則以下條款適用：

- 2.4.1 Cartrack 向客戶提供的車隊管理服務功能取決於、並僅限於客戶選擇的產品，以及《用戶申請表》和產品手冊中指出的功能。
- 2.4.2 在建立用戶名稱和密碼後，將向客戶提供 24（二十四）小時的網絡監察和系統訪問權；
- 2.4.3 提供用戶手冊和為用戶提供電話/電郵技術支援。
- 2.5 Cartrack 向其客戶提供免費的 24（二十四）小時設備檢測服務。
- 2.6 客戶有責任對設備用途的合適性，就客戶產品手冊中披露的主要功能提出一切合理詢問。
- ### 3 條款與條件
- 3.1 本協議於期限內有效。
- 3.2 客戶（自然人客戶）可透過書面或其他記錄方式撤銷本協議：
- 3.2.1 **合約到期後取消服務**，無需繳付額外罰款或收費，惟客戶需負責繳付撤銷合約日期前在協議下尚未繳付的 Cartrack 的欠款；或
- 3.2.2 客戶可在任何時間，提前 20（二十）個工作日向 Cartrack 發出撤銷合約的書面通知，惟客戶有責任支付於撤銷日期前在協議下未繳付 Cartrack 的欠款，並遵守第 3.4 條規定。
- 3.3 客戶（法人客戶）可透過書面或其他記錄方式撤銷本協議：
- 3.3.1 **合約到期後取消服務**，需向 Cartrack 發出 1（一）個月的書面通知，客戶仍需支付撤銷日期前在協議下未繳付 Cartrack 的欠款；或
- 3.3.2 客戶可在任何時間，向 Cartrack 發出 1（一）個月的書面通知以撤銷服務合約，但客戶有責任支付撤銷日期前在協議下未繳付 Cartrack 的所有欠款，並需遵守第 3.4 條規定。
- 3.4 客戶如在合約到期前取消服務，Cartrack 將收取合理的提前撤銷行政費。此等情況，如果客戶為《消費者保護法》下釋義消費者，則計算撤銷費時應考慮 Cartrack 在獲取客戶時產生的額外費用，此等費用會因時而變。如果客戶不屬於消費者，則撤銷費相當於客戶合約剩餘部分的相等價值。
- 3.5 Cartrack 可向嚴重違約的客戶（如拖欠款項或不遵守本協議下的義務）發出 20（二十）個工作日的書面通知撤銷本協議，但客戶於該期間糾正違約行為則除外。
- 3.6 如果客戶因直接行銷而與 Cartrack 訂立本協議，則客戶可根據《消費者保護法》行使冷靜期權利。即客戶可能有權在訂立本協議後 5（五）個工作日內向 Cartrack 發出書面通知撤銷本協議。如果客戶行使冷靜期權利，則其就本協議向 Cartrack 支付的任何款項將於以下時間內償還：
- 3.6.1 未完成安裝的，於 15（十五）個工作日內，或
- 3.6.2 已完成安裝的，向 Cartrack 歸還設備後的 15（十五）個工作日內。
- 3.7 如果客戶發現設備損、故障，或不符合描述標準，則應於安裝後 10（十）個工作日內向與 Cartrack 聯絡，並由 Cartrack 承擔風險與費用，以便 Cartrack 派員檢查安裝在車輛中的設備。如證明是設備故障問題，則 Cartrack 酌情替換該設備或撤銷本協議。
- ### 4 續約
- 4.1 **本合約到期後將按月自動續約**，但應遵守第 3 條的通知期，且 Cartrack 發出任何重大變更的通知（第 4.1.1 條），除非客戶：
- 4.1.1 指示 Cartrack 依第 3 條於到期日終止本協議；或
- 4.1.2 同意本協議續約一段指定時間。
- ### 5 費用
- 5.1 跟據客戶要求，將向客戶提供產品價目表及其不時修訂的版本。
- 5.2 根據第 5 條及其不時修訂版本，客戶同意透過其指定銀行以自動轉帳或其他付款方式，每月提前向 Cartrack 支付《用戶申請表》中列明的服務費用。
- 5.3 如果客戶在《用戶申請表》中所選擇的付款日期不在工作日，則客戶需同意 Cartrack 在前一個工作日從客戶銀行帳戶扣除款項。
- 5.4 如果客戶的銀行轉帳因任何原因，則 Cartrack 保留改變扣款轉帳處理日期的權利。
- 5.5 客戶應在收到 Cartrack 發票的 30（三十）日內支付 Cartrack 額外的服務費用如漫遊費用。客戶需同意，收到的 Cartrack 發票上顯示的此等費用應視為客戶產生費用的真實反映，並且客戶不得因任何原因拒絕付款。
- 5.6 首次服務費和設備購買費（如適用）應在設備安裝完成後支付。
- 5.7 Cartrack 可在合約第 2（二）年和 3（三）年，月費按年遞增 10%，其後合約的加幅則以當時的通漲和消費物價指數為基礎決定。
- 5.8 Cartrack 應在每次增加收費之前，向客戶提供不超過 80（八十）天亦不得少於 40（四十）天的書面通知，說明增加金額及其生效日期。
- 5.9 客戶同意，與外幣投入成本相關的費用比例可能會根據任何特定時間的外匯匯率 and/或任何受到第三方服務提供者影響的價格而有所變動，這由 Cartrack 決定。相應地，Cartrack 應在任何此類費用變動前 30（三十）天向客戶提供書面通知。
- 5.10 本協議規定向所有到期未付清之款項應從到期日起按香港最優惠利率加兩厘收取利息(按日計算)，直至所有費用全數付清為止；
- 5.11 客戶與代理商之間的直接或間接協議產生的費用，由代理商向 Cartrack 支付。如果代理商沒有支付任何費用，則客戶



將負責支付該等費用，根據第 5.2 條的規定，客戶將在餘下的合約期內，需以自動轉帳或其他方式支付本協議條款下任何到期未付以及任何未到期的費用。

- 5.12 其他服務費應按照以下表列價格收取（扣除商品及服務稅 - 如適用），並按情況作出調整：

其他服務收費	標準計劃	租賃計劃
卸載/重裝安裝	HK\$400.00	HK\$400.00
更改車輛擁有權	HK\$400.00	HK\$400.00
車輛缺席預約服務	HK\$400.00	HK\$400.00
提前終止合約		如客戶未能完成合約，需支付提前終止合約費 HK\$1,500.0 或剩餘之月費，以較少者為準。（個人及公司用戶均適用）
保養期後的維修費	上門檢查費 HK\$400.00 設備配件更換和維修費另計	
遺失租賃設備或人為破壞	收取 HK\$1,5000.00 的設備更換和安裝費。	

## 6 硬體及保養

- 6.1 客戶有責任根據 Cartrack 以及 Cartrack 產品說明書建議的方式使用該設備和服務。客戶不得私自以任何方式移除、改變或損壞該設備。
- 6.2 在客戶遵守第 6.1 條規定的前提下，該設備及其安裝享終身有限保。任何保養維修和/或修理須在車輛安裝中心進行。
- 6.3 從安裝日起計，設備內部和設備損壞的所有風險應由客戶承擔，惟其所有權依然歸 Cartrack 所有。如果協議根據第 3 條或第 9 條終止，Cartrack 會為客戶拆除該設備時收取服務費，且客戶應在收到書面或口頭要求的 5（五）天之內，將車輛運送到安裝中心以拆除有關設備。

## 7 信息的提供

- 7.1 客戶確認《使用者申請表》上所有信息或以其他方式由客戶或客戶代表向 Cartrack 提供的信息的完整性和準確性。
- 7.2 如客戶在《用戶申請表》內資料有任何改動，應立即或儘快以書面形式通知 Cartrack，或可以電郵通知 Cartrack 發送到 [customercare.hk@cartrack.com](mailto:customercare.hk@cartrack.com)，亦或透過 Cartrack 網站聯絡客戶服務部以更改相關資料。Cartrack 在接收到更改的資料後，將在 7（七）天之內為客戶更新。
- 7.3 客戶在《用戶申請表》上提供地址將作為法定通信地址，所有來自 Cartrack 的通信和任何就本協議所產生的法定要求和通知將被發送至該通信地址。客戶有權更改該法定通信

地址，可以書面或透過網頁內客戶服務通知本公司。

Cartrack 在收到通知後的 7（七）天之內，將為客戶進行更改動。

- 7.4 客戶同意 Cartrack 可向第三方保險公司提供其個人或公司資料，包括但不僅限於客戶的姓名和聯絡方式，或代表客戶獲得優惠保險費所需的其他信息（只在指定地區或國家適用）。客戶可在收到 Cartrack 的書面通知後隨時取消該等資訊服務。

- 7.5 客戶應與香港特別行政區的監管機構合作，在收到政府和/或相關監管機構的要求後，給與有關終端用戶的數據和信息。如客戶未能提供此類信息，Cartrack 概不負責。

## 8 客戶的一般責任

- 8.1 客戶有責任聯絡 Cartrack 控制中心對設備進行測試。客戶必須採取所有合理措施以確保設備處於正常工作狀態，且必須立即或儘快通知 Cartrack 任何設備損壞和/或故障問題，以便為客戶提供維修檢查服務。

- 8.2 客戶須確保如有失車要盡快聯絡 Cartrack 客戶服務熱線：+852 3955 1050。

- 8.3 客戶亦需為使用我們的設備及服務（由個別或其他人士使用）所作的行為負責。這包括但不限於，干擾或威脅干擾我們組件或網絡的傳送；分發任何工具引致危害、損害或干擾網絡系統或設備不正常操作，致使訊息傳送功能未能正常運作而產生的延誤、數據準確性負責。

- 8.4 確保服務符合本函服務下，客戶採用的與預期用途相關的所有法律，為客戶獨自承擔的責任，而非應由 Cartrack 承擔的責任。

## 9 違約

- 9.1 如果客戶（或代表客戶的代理商）在違約通知 7（七）天後，未能支付本協議的所欠款項，或客戶濫用或錯誤使用服務，則在該違約期間，Cartrack 有權停止履行本協議下的義務並解除協議。Cartrack 亦有權向該帳戶就未繳付的欠款及其提前解除協議所產生的合理費用，採取法律訴訟以追討。

## 10 免責聲明

- 10.1 Cartrack 會以應有的謹慎及技能為客戶提供，但就地區電訊系的特性（包括為我們提供電訊服務而非由我們控制及擁有的各種限制）下，我們不能保證服務能全面覆蓋所有行程；不保證遠端存取和 GSM 網絡能夠連續不間斷，不保證數據會受環境應响至延誤；不保證受大廈阻擋、電波干擾及天氣情況等因素影響，不保證車隊管理網絡系統不會發生故障；不保證透過使用該服務產生任何特定的結果或成效；不保證客戶使用該服務時能遵守所有適用於當地法律。

## 11 保證與聲明

- 11.1 客戶聲明並保證：

- 11.1.1 Cartrack 具有簽訂本協議的必要權，是在車輛的合法所有人和/或擁有人，授權允許 Cartrack 提供本協議中的服務行使和執行權；

11.1.2 在作出此聲明後，如客戶對其權利和許可權作出不當表述，客戶應彌補任何第三方因此可能對 Cartrack 提出的任何申索。

## 12 責任排除

12.1 除本協議所述的任何其他補償外，對於因 Cartrack 的任何行為不當，對客戶造成的何性質的損失或損害，儘管過失責任在 Cartrack 方，但只要 Cartrack 在法律上有權免除該賠償責任，Cartrack 則概不負責。儘管有第 12 條的規定，但只要有權管轄的法院裁定是 Cartrack 的疏忽而引致客戶造成任何損失或損壞而要承擔該法律責任，Cartrack 向客戶的賠償上限為 HK\$40,000 港元（港幣四萬元）。

## 13 一般條款

13.1 Cartrack 將盡一切合理的努力履行其在本協議下的義務，合理做出符合普遍接受的商業行業標準的努力。如果 Cartrack 在無法控制的原因直接或間接地被阻止或限制其履行本協議下的所有或任何義務，Cartrack 將不因此就未能或拖延履行其義務而承擔責任。

13.2 如果客戶的車輛已裝有傳輸數據的數據傳輸設備，客戶作為數據所有者，則特此委託 Cartrack 作為其正式授權的服務代理，以便指示相關服務提供商也實時傳輸數據到 Cartrack 平台。

13.3 在本協議期間及其終止後的任何時候，每一方及其僱員和代理人均同意不披露從另一方或任何其他人士或實體獲得的保密資料。

13.4 未經 Cartrack 書面同意，客戶不得自行修改本協議。Cartrack 由於合約生效期內保留修訂該條款和條件的權利。任何條款和條件的新版本及其生效日期將公示到 Cartrack 網站（www.cartrack.co.hk）上，生效日期距離其首次公佈後的日期不得少於 30（三十）天。客戶有義務定期登入 Cartrack 網站以確定是否有上述的任何修訂及確定其生效日期。

13.5 如果本協議為履行服務或義務規定了任何天數或其他期限，則該期限的天數不包括第一天但包括最後一天。

13.6 如果 Cartrack 因客戶或代理商未能繳付本協議下的費用而需提出法律訴訟，若法庭裁決 Cartrack 為勝訴，則客戶將負責承擔全數法庭費用（包括客戶欠款 Cartrack 及其律師方面的費用）。

13.7 不管何時，客戶對 Cartrack 負有的任何債務的性質和金額應由 Cartrack 授權人士簽署的文件予以確定和證明，該經理或相關人士擁有的權限無需證明。而該證明文件一經出示，即對客戶具有約束力，作為該函所述款項已到期繳付的初步證據，且在任何擁有管轄權的法院上，其能夠有效初步證實為一份對客戶進行追討欠款的正式文件。如果客戶希望對該份追討或其效力提出異議，則客戶需承擔舉證責任。

13.8 任何一方不得在未經另一方同意（不得無故拒絕）的情況下。轉讓或轉授本協議下的權利和義務。

13.9 Cartrack 希望儘快且有效解決任何爭端。客戶亦可向消費者委員會提出任何投訴。如果客戶對解決方法不滿意，可考慮向擁有管轄權的法院提起訴訟。

13.10 香港特別行政區的法律將適用於本協議，而香港特別行政區的有關法院將對本協議擁有專屬管轄權。

13.11 客戶承諾，在客戶不再希望收到有關新產品和增值服務的信函時，向 Cartrack 提前 30（三十）天提供書面通知。

14 如本條款及細則的中、英文版有所歧異，概以英文版本為準。

修訂日期：2019 年 11 月 5 日