

## Terms and Conditions of Car Tracking Service Agreement

### Introduction

Please read these terms and conditions carefully and in full. It is between you as the original end user of the car tracking service and us as the seller and after sales service provider. This agreement contains important terms and conditions between you and us and limitation of our liability. This agreement is not intended to give anyone else a right, remedy or claim of any kind against you or us.

### Changes to the Agreement

Subject only to the limitations imposed upon us by our service providers or applicable law, we have the right at our sole discretion to modify this agreement and service at any time which includes (without limitation) the right to suspend the services.

### Monitoring

We sell and fix our car trackers to showroom owners/Corporate Clients (car importers) on their request for one-year service base, who later sell their cars on hire purchase. The Showroom owners have the responsibility of monitoring their vehicles through their credit and sales department or the buyer who purchase the vehicle the vehicle later, we as aman cars will only come in for repairing upon an email or a call from you in case of the tracker goes offline with mechanical failure but the monitoring is solely yours.

Upon buyer's completion of hire purchase installments, the showroom owner/ seller usually sends us the contact details of the buyer to create theirs an individual tracking account to allow them monitor their vehicles themselves for the rest days of the first one year based car tracking service with free technical support of the same and free certificate.

If the buyer is willing to continue having the car tracking service for another one or many years, they can enjoy by paying only Ksh6000 per year which includes Tracking software fee (UK), Server hosting fee (Canada), Satellite monitoring fee (USA), Business Google map fee/ android and apple apps fee, maintenance for the whole year for each tracker. You will also pay kshs 1000 optional airtime fee for topping up your tracker. This amount can be paid directly to us or the client can be given the tracker sim card number that he/she be topping up with at least Kshs 100 every month to keep the tracker 'alive'.

### Terms of Usage

Once the account is created, it is completely clients' responsibility to monitor their vehicles themselves, the service period is one from the date of first installation after which the tracker will go **overdue state mode**, ones it goes to **overdue state mode** we will not be able to help you to monitor your car unless you pay Ksh6000 renewal fee to enable us to pay our international partners who are hosting the server in Canada/ satellite from USA and tracking software from UK plus many others fees as mentioned above

### Privacy

Once we transfer the account from the seller to the buyer of the vehicle, we totally disconnect the seller from the monitoring or any other detail attached to the vehicle. We as Aman cars **NEVER** monitor the vehicle, we leave that responsibility to the car owner, unless they inform us of any incident regarding the tracker failure.

### No Warranties

Neither we nor our service providers make any warranties, express or implied, about the Services or any data provided by the Services. To the maximum extent permitted by law, the Services are provided strictly "as is" and neither we nor our service providers warrant that the Services will be uninterrupted or error free. Neither we nor our service providers warrant that your vehicle will not be lost or stolen. If your vehicle is lost or stolen, neither we nor our service providers warrant that it will be recovered. Neither we nor our service providers warrant your vehicle against loss or damage of any kind.

## **Security**

The security of your vehicle is totally your own responsibility in all terms. Due to insecurity we as Aman cars recommends that you should not abandon your car without anybody monitoring it and always park in secure places, we don't take any responsibility if the car gets lost in any terms, our devices are purely for protecting and monitoring your vehicle by yourself.

Our devices are smart in that they have Geo fencing which can help you specify the areas you want your vehicle to be operating, they have fuel cut off capability that can enable you stop your vehicle when moving at a speed less than 10 km and playback mechanism that can allow you to replay history of your vehicle coverage.