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This end-user licence agreement (**EULA**) is a binding agreement between you and Amber Connect Limited (**Licensor / us** or **we**) for use of Amber Connect mobile application software, the data supplied with the software, and the associated media (**App**) and our Devices.

#### **ACKNOWLEDGEMENTS**

The terms of this EULA apply to the App, our Devices and any Services accessible through the App (Services), including any updates or supplements to the App or Services, unless they come with separate terms, in which case those terms apply. If any open-source software terms in which case those terms apply. If any open-source software is included in the App or any Service, the terms of an open-source License may override some of the terms of the EULA. We may change these terms at any time. You agree to read them from time to time and that your continued use of the App will mean you agree to any such changes. From time to time updates to the App may be issued. Depending on the update, you may not be able to use the Services until you have downloaded or streamed the latest version of the App and accepted any new terms.

You may be charged by your service provider for internet access on the Devices. You accept responsibility in accordance with the terms of this EULA for the use of the App or any Service on or in relation to any Device, whether or not it is owned by you.

The terms of our privacy policy at Amberconnect.com (**Privacy Policy**) are incorporated herein by reference and apply once the Service being used by you does not have a separate privacy policy. Additionally, by using the Devices, App or any Service, you acknowledge and agree that internet transmissions are never completely private or secure. You understand that any message or information you send using the App or any Service may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

The App may be used with Devices and Services governed by third party contracts, terms of use and privacy policies. On your use of them, you will also be bound by those contracts, terms of use and privacy policies. By using the App or any of the Services, you consent to us dealing with your information in accordance with the Privacy Policy including: collecting and using technical information about the Devices and related software, hardware and peripherals for Services that are internet-based or wireless to

improve our products and to provide any Services to you; and sharing your account information and personal data with our third party service partners to ensure the effective activation and provision of Services hereunder;

Certain Services will make use of location data sent from the Devices. If you use these Services, you consent to us and our third party partners, affiliates' and licensees' transmission, collection, retention, maintenance, processing and use of your location data and queries to provide and improve location-based and road traffic-based products and services.

The App or any Service may contain links to other independent third-party websites (**Third-party Sites**). Third-party Sites are not under our control, and we are not responsible for and do not endorse their content or their privacy policies (if any). You will need to make your own independent judgement regarding your interaction with any Third-party Sites, including the purchase and use of any products or services accessible through them.

#### **GRANT AND SCOPE OF LICENCE**

In consideration of you agreeing to abide by the terms of this EULA, we grant you a non-transferable, non-exclusive licence to use the App on the Devices, subject to these terms, the Privacy Policy and rules or policies applied by any app store provider or operator from whose site (**App Store**), you downloaded the App (**App Store Rules**) incorporated into this EULA by reference. We reserve all other rights. We have not limited the number of devices to which you may download the App provided it is only for your personal display and use.

#### **LICENCE RESTRICTIONS**

Except as expressly set out in this EULA or as permitted by any local law, you agree to each and all of the following License Restrictions: not to copy the App except where such copying is incidental to normal use of the App, or where it is necessary for the purpose of back-up or operational security; not to adapt, alter, vary or modify the App or any part of it, nor attempt to do so; not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the App or attempt to do any such thing except to the extent that (by law) such actions cannot be prohibited because they are essential for the purpose of achieving interoperability of the App with another software program, and provided that the information obtained by you during such activities: (a) is used only for the purpose of achieving interoperability of the App with another software program; (b) is not unnecessarily disclosed or communicated without our prior written consent to any third party; and (c) is not used to create any

software that is substantially similar to the App; to keep all copies of the App secure and to maintain accurate and up-to-date records of the number and locations of all copies of the App; to include our copyright notice on all entire and partial copies you make of the App on any medium; not to sell, re-sell or otherwise exploit for any commercial purpose nor provide or otherwise make available the App in whole or in part (including object and source code), in any form to any person without prior written consent from us; and to comply with all technology control or export laws and regulations that apply to the technology used or supported by the App or any Service (**Technology**),

#### **ACCEPTABLE USE RESTRICTIONS**

You also agree to each and all of the following Acceptable Use Restrictions: You must: not use the Device, the App or any Service in any fraudulent, malicious or unlawful manner, or for any fraudulent, malicious or unlawful purpose, or in any manner inconsistent with this EULA or the laws of Jamaica; not infringe our intellectual property rights or those of any third party in relation to your use of the App or any Service, including the submission of any material (to the extent that such use is not licensed by this EULA); not transmit or otherwise make available in connection with the App any virus, worm, Trojan horse, or other computer code that is harmful or invasive or may or is intended to damage the operation of, or to monitor the use of, any hardware, software or equipment; not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App or any Service; not use the App or any Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users ; and not collect or harvest any information or data from any Service or our systems or attempt to decipher any transmissions to or from the servers running any Service. **YOU SHOULD BE AWARE THAT YOU MIGHT BE LIABLE TO CRIMINAL PENALTIES IF YOU USE THE APP IN ANY OF THE WAYS PROHIBITED ABOVE.**

#### **INTELLECTUAL PROPERTY RIGHTS**

You acknowledge that all intellectual property rights in the Devices, App, and the Technology anywhere in the world belong to us or our licensors, that rights in the App are licensed (not sold) to you, and that you have no rights in, or to, the App, or the Technology other than the right to use each of them in accordance with the terms of this EULA. You acknowledge that you have no right to have access to the App in source-code form.

#### **LIMITED WARRANTY**

We warrant that the App will, when properly used and on an operating system for which it was designed and with the requisite data connection, perform substantially in accordance with the functions described on Amberconnect.com. The App is however

used at your own risk, we do not warrant that it is compatible with any other security system you may use and should not be relied upon to provide specific security, consultancy, logistic or other advice, for which you should rely on the advice of a professional or official personnel. We will honour the Limited Manufacturer's Warranty only in respect of the Device and you will therefore be entitled to have the Device replaced if it falls within the terms of the Warranty provided. In addition to the warranty, You should acquaint yourself with the Customer Advisory and Product Disclaimer provided with the Devices when purchased.

If you notify us in writing of any defect or fault in the App as a result of which it fails to perform substantially in accordance with the Documents, you will be entitled to a free download of the App, but nothing further. The warranty does not apply: if the defect or fault in the App or any Service results from you having altered or modified the App or tried to do so; if the defect or fault in the App results from you having used the App in breach of the terms of this EULA; if the failure to obtain the results you seek were never offered by this App or were as a result of your act or omission; if the failure to obtain the results you seek are due to an Event Outside of Our Control; or if you breach any of the Licence Restrictions or the Acceptable Use Restrictions. For the avoidance of doubt, We do not warrant that any of the functions of the App will be uninterrupted or error-free, nor that the server which makes the App available will be virus free. Although significant efforts have been made to ensure that the information in the App is as accurate as possible, We give no warranty to that effect and accept no responsibility for the accuracy or completeness of the App. The information on the App may be changed or withdrawn without notice to you. Should you have any concerns about how the App functions, you may contact us at [info@amberconnect.com](mailto:info@amberconnect.com).

#### **LIMITATION OF LIABILITY**

You acknowledge (a) that neither the Devices nor the App has been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the Devices and App as described on the website meet your requirements (b) that the App relies on coordinates from GPS Satellite signals and Third Party information including mapping information and therefore we do not warrant accuracy of the coordinates or content provided by such signals or Third Parties; (c) that you are responsible for keeping your passwords and other important information private, that you are responsible for keeping the battery in your Device charged, and that if you are using vehicle or other tracking Devices you must ensure that their locations in your vehicle or other items must also be kept private, and (d) that where installation of your Device is required you must ensure that this is done by an authorized installer in accordance with wiring instructions, but we are not responsible for any improper installation. We will not be responsible for any direct or indirect consequences of your

failure to undertake the actions in paras (a) (c) and (d) or to acknowledge the warranty in (b).

Unless you have purchased the Amber Fleet Service, we only supply the App to you for private use. In any event, You agree not to use the Device or App for re-sale or any similar commercial purposes. You agree that in no circumstances whatsoever will we have any liability to you for any loss of income, loss of profit, loss of business, business interruption, or loss of business opportunity. In no event shall We be liable for any form of loss or direct, indirect or consequential damages or any damages whatsoever which may arise out of your use of our Devices or this App. You acknowledge and agree that you are personally responsible for your conduct while using the Device and App and agree to indemnify Amber Connect Limited, its affiliates, service and content providers, and any of their employees, officers and agents against any loss, damage, liability, cost, or expense of any kind (including legal fees) that We may incur in connection with a third party claim or otherwise in relation to your use of the Device or App or any of the apps linked to the App or your violation of this EULA or our Terms of Use.

Our maximum aggregate liability under or in connection with this EULA (including your use of the Device or any Services) whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to US\$20.00. This does not apply to the death or personal injury resulting from our negligence and any other liability that cannot be excluded or limited by Jamaican law.

#### **TERMINATION**

We may terminate this EULA immediately by written notice to you: if you commit a material or persistent breach of this EULA which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so; or if you breach any of the Licence Restrictions or the Acceptable Use Restrictions; and On termination for any reason: all rights granted to you under this EULA shall cease; you must immediately cease all activities authorised by this EULA, including your use of any Services; and you must immediately delete or remove the App from all Devices,

#### **COMMUNICATION BETWEEN US**

If you wish to contact us in writing, or if any condition in this EULA requires you to give us notice in writing, you can send this to us by e-mail or by registered post to Amber Connect Limited at Units 1-3, 6 Haining Road, Kingston 5, Jamaica and info@amberconnect.com. We will confirm receipt by e-mail. If we have to contact you or give you notice in writing, you hereby agree that we may do so by e-mail to the address you provide to us in your request for the App.

## **EVENTS OUTSIDE OUR CONTROL**

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this EULA that is caused by any act or event beyond our reasonable control, including disruption of GPS satellite signals, inaccuracy of 3<sup>rd</sup> party mapping providers, poor weather, failure of public or private telecommunications networks, lack of network coverage in a particular location, disruption of telecommunications services due to technical issues, poor weather or any other cause, improper installation of a Device by an installer or any other failure of any Third Party with whom you have contracted for a Service used with the App whether same was foreseeable or not and whether it was due to their negligence or wilful default or not strikes, lock-outs, or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster or impossibility of use of railways, shipping, aircraft, motor transport or other means of public or private transport (**Event Outside Our Control**). If an Event Outside Our Control takes place that affects the performance of our obligations under this EULA: our obligations under this EULA will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control; and we will use commercially reasonable endeavours to find a solution by which our obligations under this EULA may be performed despite the Event Outside Our Control.

## **OTHER IMPORTANT TERMS**

We may transfer our rights and obligations under this EULA to another organisation without prior notice to you, but this will not affect your rights or our obligations under this EULA. Each of the conditions of this EULA operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect. Please note that this EULA, its subject matter and its formation, are governed by Jamaican law. We both agree that the courts of Jamaica will have exclusive jurisdiction over any matters related to use of the Device or the App or the Services.

This agreement has been entered into as of the date on which You first downloaded this App.