

Terms of Service

Acceptance of terms of service

By using the Lokalisami Asset Tracking N.V. (Lokalisami.com) services, you (the "Customer") agree to be bound by these Terms of Service (the "Agreement").

General terms

- You are not allowed to copy or distribute any material contained in on our web site;
- We do not allow covert tracking. You may not use our service to track a person without his or her consent, or track an object without the permission of its owner; You agree to be solely responsible for obtaining any necessary consent from the person(s), vehicles, or assets that they will be tracked.
- You may not use the service where such use is illegal. It is your responsibility to ensure that your intended use of GPS tracking does not violate our laws;
- You may not send automated requests to Lokalisami Asset Tracking N.V. servers, attempt to circumvent our authentication measures, reverse engineer our software, devices or protocols, and otherwise engage in activities that we deem damaging to our service;
- Lokalisami.com accounts, device licenses, server licenses are non-transferable.
- Resale of our Services or Devices is prohibited, except by authorized parties.
- Tracking Service fees are billed annually on a prepaid basis. Initial installation includes the first year of service. Renewal of subsequent annual service must be paid at least forty-five (45) days before expiration of service.
- Prepaid service fees are non-refundable.
- The tracking device may only be removed from and/or reinstalled in a different vehicle by Lokalisami Asset Tracking N.V.

Privacy policy

GPS Tracking Data

GPS tracking data (reports sent in from GPS tracking devices) is stored on our main server and a backup server for 1 year. Data older than 1 year cannot be restored. An active account is required to access GPS data. Upon termination of service, the GPS data will be erased from the main server and the backup server and cannot be restored.

To serve you as a customer, we will initially collect information about you such as your name, street address, email address, and phone number. We collect this information in person, by telephone or through your use of the Services you purchase. Lokalisami Asset Tracking N.V. will not sell or provide this information to any 3rd party without your consent unless required by law.

Account Security

You are responsible for maintaining the confidentiality of your login, password, PIN number and any related information. You agree you are entirely responsible for any and all activities that occur under your account. You agree to notify Lokalisami Asset Tracking N.V. immediately of any unauthorized use of your account or any other breach of security. You agree that Lokalisami Asset Tracking N.V. will not be liable for any loss that you may incur as a result of someone else using your account access information, either with or without your knowledge. For security purposes, you should keep account access information in a secure location and take precautions to prevent others from gaining access to your account access information. Lokalisami Asset Tracking N.V. specifically disclaims liability for any activity in your account, whether authorized by you or not.

Indemnification

You agree to indemnify and hold Lokalisami Asset Tracking N.V., its affiliates, officers and employees, harmless, including costs and attorneys fees, from any claim or demand made by any third party due to your use of the service, your violation of the Terms of Service, and/or your violation of any other right of any person or entity.

Limitation of Liability

Lokalisami Asset Tracking N.V. is not responsible for acts or omissions of any other service provider, for information provided through the equipment, for equipment failure or modification, for system failure or modification or for causes beyond the control of Lokalisami Asset Tracking N.V.

Lokalisami Asset Tracking N.V. is not liable for (i) service outages; (ii) incidental or consequential damages such as lost profits; (iii) economic loss or injuries to persons or property arising from the Customer's use of the services, the (GPS) devices or any other equipment used in connection with the devices (iv) the installation or repair of the devices; or (v) for any act associated with the proper exercise by Lokalisami Asset Tracking N.V. of rights under the privacy and/or unauthorized usage provisions of this Agreement.

Warranties

Lokalisami Asset Tracking N.V. makes no express warranties regarding the services and disclaims any and all implied warranties, including, without limitation, any warranties of merchantability or fitness for a particular purpose. Lokalisami Asset Tracking N.V. does not authorize anyone to make any warranties on its behalf and Customer should not rely on any such statement.

No Modification of Products or Software

Customer agrees not to remove or alter any equipment or software provided by Lokalisami Asset Tracking N.V. including removal of the SIM card from the tracking device. Customer will be billed, and agrees to be responsible for, any and all charges associated with altering the SIM card or using the SIM card in any other device other than the device registered with the Lokalisami Asset Tracking N.V. account.

Customer may not program or alter any of the (GPS) devices installed or provided. If any device is stolen or services used fraudulently, Customer must notify Lokalisami Asset Tracking N.V. immediately and provide Lokalisami Asset Tracking N.V. with such information and documentation as Lokalisami Asset Tracking N.V. may request (including, without limitation, police reports, and affidavits). Lokalisami Asset Tracking N.V. has the right to interrupt services or restrict service to any device, without notice to the Customer, if Customer is using the device in a fraudulent or unlawful manner.

Changes to Terms of Service

Lokalisami Asset Tracking N.V. may amend the terms of this Agreement upon notice to Customer. If Customer does not agree to the amendment, Customer may terminate this Agreement by providing written notice to Lokalisami Asset Tracking N.V. within fifteen (15) days of the date the notice was sent by Lokalisami Asset Tracking N.V. (via mail, e-mail or notification at login). If Customer continues to use the services more than fifteen (15) days after Lokalisami Asset Tracking N.V. notifies the Customer of an amendment, Customer will be deemed to have agreed to that amendment. This Agreement may only be amended as described herein. If the terms of this Agreement conflict with or are inconsistent with the terms of any purchase order or document provided by the Customer, the terms of this Agreement shall prevail. If any part of this Agreement is found unenforceable or invalid, the balance of this Agreement shall remain intact.