

# Regulations for using the trakeyCar system

## §1 Definitions

**Producer** - Digital Systems K. Baluta J. Szmelczyński sp. j. with headquarters in Rumi, address: ul. Sędzickiego 57, 84-230 Rumia, Poland.

**trakeyCar** – trakeyCar system - an internet platform and a mobile application that allows the DS612 device to be operated.

**User** – a natural person or entity owning a DS612 device and an account in the trakeyCar system.

**Regulations** - these Regulations.

**DSPIN** – the security code required to add the DS612 Device to the trakeyCar system.

**GNSS** – satellite navigation systems.

**GSM** – a standard of mobile telephony offering, among others data transmission services.

**Device** – DS612 device.

**Service** – service provided free of charge or for a fee by the Producer to the User.

**Device serial number (SN)** – unique number assigned during the production of the DS612 Device.

**Password** – a string of alphanumeric characters, necessary for authorization when accessing the trakeyCar account by the User, set in the system by the User himself.

**Login** – a string of alphanumeric characters (e-mail), determined independently in the trakeyCar system by the User during the registration process of the trakeyCar system, necessary to obtain access to the Service.

**Serwer** - data storage service on external devices based on a lease agreement

**Facebook or Google+ account** - social network accounts allowing the User access to the trakeyCar system

## §2 General provisions

1. Using the trakeyCar system is tantamount to acceptance of the Regulations.
2. Provision of the TrakeyCar service requires the purchase of the DS612 device by the User, timely renewal of the Device subscription, and possession of the Device Serial Number and DSPIN provided with the device.
3. The Regulations define the rights and obligations of the Manufacturer and the User.

### **§3 trakeyCar service**

1. The trakeyCar service consists in providing the User with information on the Device purchased by him, mainly information on the location, arm/disarm status and mode of operation of the Device installed in the vehicle. The service operates on the basis of GSM and GNSS technologies.
2. Technologies used in trakeyCar allow for two-way communication with the Device.
3. The stability of system communication with the module depends on the quality of the GSM signal in the current location of the Device. The manufacturer has no influence on the operation of GNSS, GSM and leased server services and is not liable in the event of failure of the systems.
4. Access to the event history is limited to 3 months back. After the guaranteed storage period, they are deleted from the data server.
5. The frequency of data registration and the accuracy of location data may be reduced due to the inability to receive signals from the GNSS system or due to the specificity of the GNSS system, and independent of the manufacturer due to other technical conditions related to the provision of the Service. In particular, the device may not receive GNSS signals if there are bad weather conditions and when the device is out of reach of GNSS eg in tunnels, underground garages, in a place protected by tall buildings, dense forest, etc.
6. 6. The device transmits position data to leased servers. The producer uses GSM data transmission services and the producer is not responsible for the lack of data transmission.
7. The device stores vehicle data in its internal memory. In the case when data transmission is not possible, the device will not be able to send data to the server. The device will send data to the server after re-detection of data transmission capabilities.
8. As part of the functionalities provided by the trakeyCar system, the User may choose types of notifications sent from the Device, the receipt of which is interested.
9. For proper operation of the online platform trakeyCar one of the current versions of web browsers is required, which support the technologies used by the website, e.g. Chrome, Opera, Firefox, and in the case of a mobile application Android version minimum 4.0, or iOS version 10.1 or higher.
10. In the course of using the Equipment administrative, service or other works may be carried out on servers, then the System may not work properly or not work completely. As far as possible, the Manufacturer will notify the User about planned works.

### **§4 Subscription fees**

1. In exchange for providing the TrakeyCar service by the Manufacturer, the User is obliged to pay the amount due for the subscription fee.
2. The subscription fee applies to a single DS612 Device with a unique serial number.
3. The subscription fee may be paid not earlier than 30 days before the end of the current subscription. The fee is charged only in prepaid form, i.e. payable in advance and the entire subscription period.
4. Failure to pay the subscription fee within 3 months from the date of termination of the subscription results in permanent and irreversible blocking of communication between the device and the trakeyCar system and removal of all data related to this device from the system.
5. In the event that the User gives up the TrakeyCar service before the period has expired, there is no possibility to return the subscription fee for the unused period.
6. VAT invoices are delivered via e-mail, to the e-mail address indicated in the account settings in the trakeyCar system.

## **§5 General User obligations**

1. The User is obliged to pay the subscription fees in a timely manner, and their non-compliance is related to the suspension of the Service provision.
2. The user should use the service's functionality with due care, in a responsible and lawful manner.
3. The User, at the time of disposing of the DS612 Device or the vehicle with the device installed, should provide the new owner with the data required to take over the link in the trakeyCar system, in particular the serial number of the device and DSPIN.
4. Any errors found in the operation of the trakeyCar system should be immediately reported to the administrator via the contact form (Contact tab) available on the website.
5. The User assumes all risks resulting from improper use of the login and password by persons to whom the User disclosed his or her data directly or indirectly.

## **§6 Complaints**

1. The User has the right to complaint the product due to non-performance or improper performance of the Service.

2. The complaint shall be deemed filed upon its delivery in writing to the registered office of the Producer, which is located at the address indicated in §1 of the Regulations, or in an electronic form to the e-mail address: [trakeycar@digitalsystems.pl](mailto:trakeycar@digitalsystems.pl).
3. Consideration of the complaint takes place within 30 days of its submission.
  - a) 4. The complaint should contain:
  - b) a) name and surname or company name and address of the User,
  - c) b) the telephone number or e-mail address of the User,
  - d) c) indicating which elements of the Service according to the User have been incorrectly performed,
  - e) d) indication of the User's claims,
  - f) e) handwritten signature of the person lodging the complaint.

## **§7 Limitation of liability**

In particular, the manufacturer is not responsible for:

- a) possible damage to persons or property caused by the use of the Device;
- b) improper functioning of the Device, resulting from the Customer's fault, in particular related to improper installation, use incompatible with the operating instructions;
- c) interruptions, suspensions or limitations of the spread of mobile phone signals or GNSS resulting from the lack or malfunction of technical means of emission or the inability to spread these signals for accidental reasons or caused by third parties or as a result of introduced legal or administrative instructions;
- d) theft or damage to the vehicle;
- e) improper use of the Service;
- f) use of the Service for purposes incompatible with the law;
- g) content used in the service;
- h) it is not possible to send data concerning the Device through the device to the server caused by GSM telecommunications operators, as well as other reasons independent of the Manufacturer (eg natural disasters, intentional and unintended signal interferences, etc.);
- i) technical defects in data transmission (including access to the Internet) and failures of the computer or telecommunications equipment on the client's side;
- j) any damage caused by the temporary unavailability of the Service;
- k) any damage caused by the Customer providing IDs, logins, passwords or access codes to the Service to third parties.

## **§8 Final Provisions**

1. The provisions of the Regulations do not violate or limit Consumer's rights resulting from the provisions of law.
2. The User is prohibited from providing unlawful content.
3. The Regulations shall enter into force on January 31, 2019.