

**ART. 1 – IDENTITY OF THE PROFESSIONAL**

1.1. These general terms and conditions ("Contract") cover the services (hereinafter "Services") described in the "Cover Page" and set out in more detail in Article 2. The Services are provided by:

in **Spain**, LoJack España SL, with registered office at Avenida del Doctor Arce 14, 28002, Madrid, Spain, in **Great Britain**, Tracker Network (UK) Ltd, with registered office at 6-9 The Square Stockley Park, Uxbridge, United Kingdom, UB11 1FW;

in **any country of the European Union other than Spain**, LoJack Italia Srl, a single member company, with registered office in via Novara no. 89, 20153, Milan, tax code, VAT number and registration number in Milan Companies' Register 05006720964, fully paid-up share capital of € 50,000, subject to the management and coordination of CalAmp Wireless Networks Corporation.

1.2. LoJack España SL, Tracker Network (UK) Ltd and LoJack Italia Srl are hereinafter referred to as 'LoJack'.

1.3. On the [Cover Page](#) is reported complete corporate name, address, e-mail address and phone number of the LoJack company, that is the provider of the Services in the territory where the Customer has purchased the Services. On the Cover Page is also reported the complete corporate name, address, e-mail address and phone number of the dealer, subsidiary, branch or reseller, acting on behalf of LoJack, in proposing these general terms and conditions.

**ART. 2 – OBJECT OF THE CONTRACT**

2.1. The object of the Contract is the provision of Services to the Customer ("Customer") who has installed on his or her vehicle - either for having purchased it or otherwise having acquired the availability of it from an authorised dealer, subsidiary, branch or reseller ("Dealer") - one of LoJack tracking devices, as detailed on the following web page <https://www.calamp.com/products> ("Device").

2.2. The Services are available upon installation of the software application for mobile devices ("Mobile App") and prior to their activation through the Mobile App or the website, <https://www.lojack.eu/> ("Website"). The Mobile App and the Website are managed by LoJack. Information on the functionality, compatibility and interoperability of the Mobile App can be found on the Website.

2.3. The Services consist of:

- (i) activation of the Device in the event of theft or unauthorised movement of the vehicle, in order to enable its location and tracking;
- (ii) where provided for in the Cover Page and in the contract specification section of the Mobile App, in the transmission to the Customer of information relating to the vehicle on which the Device is installed, as described in Appendix 4;
- (iii) transmission of the information referred to in Article 4.3. to third parties responsible for locating the vehicle in the event of theft, such as the Local Police or any other Law Enforcement or any other similar party ("Third Party Providers").

It is further clarified that the Services consist in the collection and transmission of information that may enable the tracking and location of the stolen vehicle or its unauthorised movement. However, the Services do not provide for, nor do they guarantee, the actual location and recovery of the vehicle, which may be impossible due to reasons beyond LoJack's control.

There is no minimum qualify level for the Service and LoJack does not use or collect personal data to supply the Services others than vehicle geolocation data and customer's identification data.

2.4. LoJack may modify, update, upgrade, suspend, discontinue or remove any part of the Services, beyond what is necessary to maintain it into conformity, if it has a valid reason to do so.

Valid reason includes (i) changes in legal or regulatory requirements or case law, (ii) to improve the Services themselves, the performance of the Services and/or security or to deal with a threat, or to add new services or features, (iii) and/or for the Customer benefit or convenience.

When the Customer qualifies as a consumer under the local Consumer code, and if a modification to the Services negatively impacts the accessibility or usability of the Services, the consumer can terminate the contract free of charge within 30 days, unless the negative impact is only minor. The period begins with the receipt of the information about the modification. If the modification is made after the receipt of the information, the period begins at the time of the modification.

However, the consumer will not be entitled to terminate the Contract if LoJack has enabled him or her, without additional costs to maintain the Services without the modification, including by uninstalling the modification, provided that the Services remain in conformity under the legal conformity guarantee rules, described in section 9 below.

**ART. 3 – CONCLUSION OF THE CONTRACT**

3.1. The contract was proposed and entered into by LoJack through the Dealer who acts in name and on behalf of LoJack.

3.2. The Customer shall be entitled to receive a copy of the Contract and related documents prior to the purchase of the Device and Services, so that it can be carefully examined.

3.3. The effectiveness of the Contract is subject to the delivery of the vehicle, equipped with the Device and the document referred to in Appendix 1, certifying the correct installation of the Device. Delivery time and installation of the Device is governed by the contract that the Customer has entered into with the **Dealer**. LoJack shall not be liable for any delays with respect to what **has been agreed by the Customer directly with the Dealer**, unless such delays are attributable to LoJack.

**ART. 4 – LOJACK OBLIGATIONS**

4.1. From the moment the vehicle is delivered, complete with the Device and the documentation referred to Annex 1 (the "Installation Test Report"), LoJack undertakes to activate the Device upon Customer's request pursuant to Article 6.

4.2. This activation is carried out through the use of an infrastructure owned by a third party.

4.3. In the event of a request for activation of the Device pursuant to Article 6, LoJack shall provide to Third Party Providers with information related to: the Device itself;

the characteristics of the vehicle on which the Device is installed (including chassis number and number plate);

the Customer, including the Customer's personal data;

where applicable, additional data obtainable from the Device.

4.4. LoJack cannot guarantee the provision of Services in the event of tampering with the Device or the vehicle, accidents, misuse of the Device, fires, floods, lightning or, in any event, the occurrence of other events caused by a third party beyond LoJack's control and which cannot be avoided or force majeure events.

4.5. If the Commercial Warranty Service, results on the Cover Page as one of the selected purchased Services, the Customer may request by email, to the LoJack Customer Service email address reported in the Cover Page, at no additional cost, an annual remote test on the correct operation of the Device. In this case, LoJack shall be obliged to contact the Customer within 5 (five) working days from the date of receipt of such request, provided that it is complete with the vehicle number plate, name and contacts of the Customer, to communicate the outcome of the test and, upon request, to send the certificate of correct operation by e-mail. If such verification of the Device reveals any potential faults, LoJack Certified Technicians will carry out an inspection of the Device and will proceed, where necessary, with the repair or replacement of the Device or one of its components, at no additional cost to the Customer. The Commercial Warranty also applies to physical checks carried out following events that could compromise the functionality of the Device, such as the recovery of the vehicle after a theft or an accident. Any additional checks, including remote checks, to those included in the Commercial Warranty, which may be requested by the Customer are subject to a charge and will be invoiced at the price applied by LoJack and also indicated in the Website.

The Commercial Warranty is only valid for checks, remotely or physically, performed when the vehicle is within the country, where the Installation of the Device has been performed and for a duration specified for this service in the Cover Page.

This Commercial Warranty is without prejudice to the Customer legal conformity guarantee and hidden defect guarantee, as described in section 9 below.

**ART. 5 – CUSTOMER'S OBLIGATIONS**

5.1. The Customer shall pay to LoJack the price for the purchased Services agreed upon signature of the Contract ("Fee").

5.2. The Customer shall pay the Fee as agreed upon signature of the Contract.

5.3. Until the Fee has been fully paid in accordance with Articles 5.1 and 5.2, no Service shall be provided and no contractual obligation shall arise for LoJack.

5.4. In the event of transfer of ownership of the vehicle or cancellation of its registration, as well as in the event of a change in the information referred to in Article the Customer must notify LoJack, preferably within 15 days. For the nature of Services provided, this notification is required for providing the Services themselves in compliance with existing regulation.

5.5 The Customer is aware that in the presence of events that could compromise the functionality of the Device, such as the recovery of the vehicle after a theft, an accident, or extraordinary maintenance, LoJack may require the Customer to submit the Device installed on the vehicle to a physical check at an authorised service centre. Under these circumstances, if the Customer does not allow physical inspection of the Device, LoJack may not be liable for any malfunctioning of the Device that occurs after recovery of the vehicle following a theft, accident or extraordinary maintenance.

#### ART. 6 – DEVICE ACTIVATION REQUEST

6.1. If, in the event of vehicle theft, the Customer intends to have the Device activated, in order to facilitate its location by Third Party Providers, the Customer shall: report the theft in person, by telephone or over the Internet (provided that it is formalised at the chosen local police office within 48 hours) to the competent authorities of the State in which the theft has occurred;

call the LoJack Operations Centre indicated in the Mobile App;

notify the LoJack Operations Centre the details of the report, the name and surname of the Police Officer who received it (if made by phone) or the assigned report number (if made on the Internet) and the information referred to in Article 4.3., including the chassis and registration number of the vehicle allegedly stolen. The vehicle chassis number is that one reported in the vehicle registration document, also reported in the Certificate of correct operation, the Installation Test Report, Annex 1 of this Contract.

**Failure to provide the information referred to in this Article 6.1. and/or failure to report the theft to the competent authorities shall constitute conditions precedent to the Vehicle Search Activation Service, which is the subject of the Contract, as per article 2.3 (i) and (iii), and therefore cannot be provided.**

6.2. If the Device chosen in the Cover page allows it, the Customer may receive notice from the Device of unauthorised moving vehicle through the Mobile App. The Customer must, in any case, promptly contact LoJack's Operations Centre to confirm the unauthorised movement of the vehicle and request the prompt activation of the Device in order to allow Third Party Providers to locate it. **The Device cannot be activated without an explicit request by the Customer.**

6.3. The Device is normally intended to remain permanently installed on the vehicle on which the original installation took place and whose identification data (licence plate and chassis number) shall be communicated to LoJack at the latest at the time of installation. For safety reasons, moving the Device to a different vehicle owned or in use by the Customer shall only be possible if it is carried out by duly authorised LoJack employees. The Customer acknowledges that in such a case the technical intervention of LoJack staff will have a cost, the amount of which is indicated in the relevant section of the Mobile App.

#### ART. 7 – DURATION

7.1. The duration of the Contract shall commence from the date of installation reported in the Test Report, and shall be in force for the period corresponding to the type chosen by the Customer, as set out in the purchase documents and stated in the Mobile App and the Cover page.

7.2. Upon expiry of the Contract, the Customer may enter into a new contract with LoJack to continue using the same Services. At least 30 days prior to the expiry of the Contract, LoJack shall inform the Customer of this opportunity by providing him/her with relevant information, including, among other things, the cost of the service. The Customer may decide whether to take up the offer. The automatic renewal is not applicable.

7.3. Following the conclusion of a new Contract, LoJack shall invoice the Customer the Services purchased on the basis of the rates applied by LoJack to the customers at the time of contract renewal. The invoice for the new Contract shall be paid within the agreed term. If the Customer wishes to continue to use the Services without interruption between the expiry of the original Contract and the entry into force of the new one, he/she shall sign the new Contract and pay the relevant Fee before the expiry of the previous one. Failing to do so, LoJack shall suspend the service.

7.4. From the expiry date of the Contract, LoJack will cease to provide the Services. In the event that a Customer whose car has been stolen, on which a Device has been installed, requests the reactivation of the Device, LoJack is under no obligation whatsoever to activate the vehicle tracking procedures. The parties remain, however, free to enter into a new Contract.

#### ART. 8 – COMMERCIAL WARRANTY ON THE DEVICE

8.1. LoJack offers the Customer a commercial warranty on the Device purchased from the Dealer, without any additional cost for the Customer. LoJack is liable to the Customer for any lack of conformity arising within 2 years from delivery of the Devices (i.e. delivery of the vehicle on which the Device is installed). The lack of conformity is defined in any kind of malfunctioning of the Device, with the exceptions of those caused by tampering, accidents, misuse of the Device, fires, floods, lightning or similar events. The right to this commercial warranty is time-barred, i.e. it can no longer be exercised, if the lack of conformity is not reported within 26 months after delivery. If the Customer has purchased, together with the Device, Services for a period of more than 2 years from delivery, he/she shall benefit from the warranty for the entire initial term of the Contract. Obviously, where the life of the Product is less than two years and this has been clearly and timely communicated to the Customer before the purchase, the commercial warranty shall only be extend to the end of that life.

8.2. The notification of conformity defect may be communicated in any way: by registered letter with return receipt or by e-mail sent via Mobile App. However, the consumer service can be contacted at the addresses indicated in the Mobile App.

8.3. LoJack shall verify whether or not the malfunctioning is due to a conformity defect. Specifically: (a) for defects arising in the first year from the date of delivery of the Device, the verification is always charged to LoJack, since it is presumed that such defects existed from the time of delivery; (b) one year after delivery, LoJack may request reimbursement of the cost - which must be indicated in advance - incurred for the verification, only if the malfunctioning does not depend on a conformity defect.

8.4. The Customer may request, at his/her own discretion and without incurring any costs, repair or replacement, unless the remedy requested is objectively impossible or has disproportionate costs compared to the other, taking into account all the circumstances and, in particular, what follows: (a) the value the Device would have if there were no conformity defects; (b) the extent of the conformity defect; (c) whether the alternative remedy can be undertaken without significant inconvenience.

8.5. Repairs or replacements will be carried out within a reasonable time after the request, without the Customer incurring any costs and without causing the Customer significant inconvenience.

8.6. The Customer may request, at his/her own discretion, an appropriate price reduction or termination of the Contract if one of the following situations occurs: (a) repair or replacement has not been carried out, or LoJack declares that it does not intend to carry out the repair or replacement; (b) despite the repair, a conformity defect reoccurs; (c) the conformity defect is so serious as to justify an immediate price reduction or termination of the Contract.

8.7. The provision of the commercial warranty also includes the removal of the installed Device and the installation of the repaired or replaced Device, or the obligation to bear the costs of removal or installation. The Customer is not obliged to pay any amount for the normal use of the replaced Device in the period preceding its replacement.

8.8 This Device commercial warranty is without prejudice to the legal conformity guarantee and legal hidden defect guarantee that are due by the Dealer to the Customer that qualifies as a "consumer" under the local Consumer code, where the Customer has completed the purchase of the Device.

#### ART. 9 - LEGAL WARRANTY OF CONFORMITY OF THE SERVICES

9.1. LoJack shall be liable for any lack of conformity of the Services (including the App) occurring throughout the duration of the Contract. The liability shall be time-barred, in any case, within 26 months from the last supply.

9.2. The Customer is entitled to receive Services in compliance with the Contract without undue delay after the conclusion of the Contract. The Services are in compliance with the Contract if, among other things, they correspond to the description and have the functionality, compatibility, interoperability and other features set out in the Contract or that the Customer can reasonably expect. The Customer has the right to be informed of any available updates, including security updates, necessary to maintain compliance of the Services and to receive such updates.

9.3. In the event of a conformity defect, the Customer is entitled to have the Services restored to conformity, free of charge and without significant inconvenience, or to receive an appropriate price reduction or to terminate the Contract.

9.4. To exercise the right to terminate the Contract, it is sufficient to send a declaration stating this will.

9.5. Any refund due to price reduction or termination of the contract shall be paid within 14 days after the Customer has given notice of his/her decision and by the same means of payment used to pay the price of the Services.

#### **ART. 10 – TERMINATION AND WITHDRAWAL**

10.1. LoJack may terminate the Contract by sending a written notice to the Customer informing that it wishes to avail itself of this express termination clause with effect from the date of receipt thereof, upon the occurrence of the refusal of the Customer to submit the Device installed on the vehicle to a physical check at an authorised service centre, as referred to in Article 5.5.

10.2. The Device must be kept in the position originally defined by the LoJack Installer. Any tampering with, opening, or disconnection of the SIM Card included in the Device shall be grounds for termination of the Contract, without prejudice to LoJack's right to claim against those responsible for damages directly or indirectly caused.

10.3. In addition to the aforementioned cases, the Contract shall be deemed terminated in the event that the third party's infrastructure by means of which the Device is activated and the vehicle is located fails to function for an uninterrupted period of 90 (ninety) days. In this case, both Customer and LoJack can terminate the Contract and the Customer has the right to receive the amount paid for the service that have not been provided.

The fulfilment of the resolutive condition shall have no effect with respect to the services already performed by LoJack.

10.4. In the event that the renewal of the Services is concluded out of LoJack's business premises or at a distance, and the Customer is qualified as a "Consumer", pursuant to the local Consumer Code, in force in the country where the purchase has been completed, the Customer shall be entitled to withdraw from the Contract within 14 days of its conclusion, without having to provide any reasons and without incurring any costs, except those indicated below. To exercise this right, it is sufficient to notify LoJack of the intention to withdraw from the Contract (also using the form at the end of the Contract itself), by registered letter with return receipt, or by e-mail to be sent, within the aforementioned deadline, to LoJack.

10.5. WARNING: in the case referred to in Article 10.2, the conclusion of the Contract remotely or out of the business premises of LoJack, the provision of the Services shall only commence 14 days after conclusion of the Contract (i.e., after the 'Withdrawal Period' has expired). If the Customer wishes the performance of the Services to commence during the Withdrawal Period, it must expressly and explicitly request this by sending a notice to the addresses indicated in Article 16 below. Should the Customer decide to exercise the right of withdrawal after having requested the immediate activation of the Services, he/she shall be liable to pay an amount for the Services he/she has used, up to the time the notice of withdrawal is delivered to the addressee. This amount shall be calculated proportionally to the total price agreed upon.

#### **ART. 11 – GENERAL TERMS AND CONDITIONS**

11.1. Any tolerance by either Party of conduct that is in breach of the provisions of the Contract shall not constitute a waiver of that Party's rights under the Contract.

11.2. The Contract constitutes the entire agreement between LoJack and the Customer ("Parties") with respect to its subject matter and supersedes any prior agreement between the Parties, whether written or oral, relating to the same subject matter. No amendment, variation or supplement to this Contract shall be effective unless in writing and approved by both Parties.

11.3. The transfer or assign of the Contract in whole or in part is effective upon communication addressed to the other party to the addresses indicated in Article 16 below.

11.4. Any complaints regarding the Service shall be sent in writing to LoJack at the addresses indicated in Article 16.

11.5. These General Terms and Conditions may only be amended and/or corrected and/or supplemented on the basis of an agreement between the Customer and LoJack, resulting from a written document duly signed by the Parties. Any deletion, interlineation, addition, modification, correction, made directly on the text of this Contract shall be considered as not affixed and completely ineffective between the Parties.

#### **ART.12 –CONDITIONS FOR THE CORRECT PROVISION OF THE SERVICE**

12.1. The basic conditions for the provision of the Services are set out below:

installation and testing of the Device at a Dealer

correct and timely communication by the Customer of the change of his/her data as referred to in Article 5.4.

availability of the satellite system, which allows the location of the device;

availability and operation of the GSM/GPRS network and land telephone lines;

updated cartography available on the market. It may be possible, for reasons beyond LoJack's control, that not all the territory is adequately covered by the map update so as to guarantee the correct positioning of the Device on the map;

GPS, GSM/GPRS signal availability. For example, if the Device is inside garages, tunnels, etc., the coverage of these signals may be insufficient to determine the correct detection of the data transmitted by the Device and its position.

#### **ART. 13 – REFUND**

13.1. In the event that the vehicle equipped with the Device is stolen and is not found and recovered by Third Party Providers within 7 (seven) days from the date on which the Customer has notified LoJack of such theft, in accordance with Article 6, LoJack - while not obligating itself or any third party under the Contract to find and return the said vehicle to the Customer - nevertheless undertakes to pay the Customer an amount equal to the portion of the price corresponding to the Contract period during which the Customer will not be able to use the Services.

13.2. In order for the Customer to benefit from the refunds referred to in paragraph 13.1, in the event of a theft, the Customer shall send to LoJack what follows: (i) a copy of the theft report filed with the competent authorities, stamped with date and time at which the report was received by said authorities, (ii) the receipt or invoice for the purchase of the Device and Services, (iii) if provided for by the type of Device chosen on the Cover Page, the "Control Key" or "Driver Tag" component(s) relating to the stolen Device and the "Claim Form" duly completed with the required information and signed. Copy of the "Claim Form" can be requested to the LoJack Customer Service email address reported in the Cover Page of this Contract.

13.3. The refund referred to in Article 13.1. is subject to the following further conditions:

- I. that the theft report was made to the competent authorities of the State in which the theft has been occurred;
- II. the Contract is ongoing and the Customer has regularly paid the Fee.

13.4. The Customer shall be obliged to return the amount LoJack has paid in compliance with this Article, if the report to the competent authorities proves to be false or incorrect upon investigation.

#### **ART. 14 - GDPR CLAUSE**

14.1. LoJack declares that it respects and complies with all laws and/or regulations and the provisions of the Authorities of the sector that are in any case binding on the processing and protection of personal data applicable to the services covered by the Contract, including EU Regulation No. 679/2016.

14.2. The complete information on the processing of personal data can be found in Appendix 2 of this Contract.

#### **ART. 15 –GOVERNING LAW**

15.1. If the Customer is a consumer, the court of the Customer's place of residence or domicile shall have exclusive jurisdiction for any dispute in any way connected with the Contract, its application, performance or interpretation.

15.2. With reference to the non-consumer Customer, for any dispute in any way connected to the Contract, its application, performance or interpretation, the Court of London, Madrid or Milan shall have exclusive jurisdiction if the Customer purchased the Service in the territory of Great Britain, Spain or other countries of the European Union respectively.

15.3. If the Contract is concluded online, the Customer residing in the European Union may refer to the ODR platform, <https://webgate.ec.europa.eu/odr>, established by the European Commission for the out-of-court resolution of disputes concerning obligations arising from online contracts. For this purpose, LoJack's e-mail address is [lojack@lojack.it](mailto:lojack@lojack.it).

#### **ART. 16 –COMMUNICATIONS**

15.1 Without prejudice to legal provisions imposing mandatory forms, any notice or communication required or authorised under the Contract shall be addressed or sent by registered letter with return receipt or e-mail as follows:

(a) if to LoJack Italia s.r.l., to the Customer Service, c/o LoJack Italia s.r.l. via Novara no. 89, 20153 Milan;

(b) if to Tracker Network (UK) Ltd, to the Customer Service, c/o Tracker Network (UK) Ltd, with registered office in 6-9 The Square Stockley Park, Uxbridge, United Kingdom, UB11 1FW;

(c) if to LoJack España SL, to the Customer Service, c/o LoJack España SL with registered office in Avenida del Doctor Arce 14, 28002, Madrid, Spain;

(d) If to the Customer, to the contact details indicated on the Internet or Mobile App when registering and signing the Contract or changed at a later date.

LoJack Customer Service can also be reached to the e-mail address and phone number reported on the Mobile App and the Cover Page of this Contract.

*Annex 1: [Testing documentation](#)*

*Annex 2: [Personal information and privacy policy](#);*

*Annex 3: [Standard withdrawal form](#)*

*Annex 4: [Services](#)*

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