

PAWTRAX LIMITED

Terms and Conditions for use by Consumers purchasing Products via the website

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE PLACING YOUR ORDER AND RETAIN A COPY OF THEM FOR FUTURE REFERENCE.

PawTrax – product description.

The PawTrax is intended to be used as an electronic monitoring and tracking system. It utilises 2 technologies: GPS (SATNAV) and GSM (Mobile Telecom). The PawTrax tracker relies on using SMS text messages sent between the tracker and mobile phone or GPRS

These services are provided by other suppliers to PawTrax Ltd. A suitable SIM card for use in the applicable area is required. Costs for SMS and GPRS data maybe incurred.

The system requires connection to these other technologies and enables the user to track to a location with suitable accuracy in most reasonable circumstances.

It uses a rechargeable lithium poly battery which requires charging at intervals.

General Disclaimer.

The purchaser accepts that a PawTrax tracking product is an aid to the monitoring and tracking of the target object. The nature of the complex technology and the reliance on third party telecommunication systems means that there is no absolute guarantee of performance. Accuracy can vary depending on a number of factors.

it must be appreciated that the PawTrax will not work in all circumstances and should not be seen as an alternative to monitoring carefully the movement of your pet. It is merely a service to assist you locating your pet should it be lost. Accordingly, we can take no responsibility for distress or other losses if the PawTrax is unable to locate your pet.

You should be aware that services that rely on location information, such as GPS, depend on your Device's ability to acquire satellite signals (typically not available indoors) and network coverage.

Network coverage and satellite signals are dependent on a number of factors not within the control of PawTrax Ltd, including weather, topographical changes, the presence of obstructions such as tall buildings, the functionality of various satellites, clouds, and other factors. In addition, some areas, such as schools, are equipped with cell phone inhibitors that interfere with all phone communications. The Services will not work under such circumstances.

GPS location readings are inherently subject to 'bounce' which can affect accuracy in varying increments, generally not exceeding 500 ft, but on occasion in excess of 200 ft.

Quite a lot of amazing technology goes into the PawTrax to obtain an accurate GPS locate. The GPS system is made up of approximately 26 satellites that are moving at roughly 16,000 miles per hour. The Earth is orbiting the sun and rotating.

4 satellites need to be 'seen' by the PawTrax in order to obtain a location. At certain times of the day one satellite will begin to go out of range of your PawTrax and will hand over to another satellite.

When this happens you may see a roque location that is not very accurate and even a false out of zone warning (if set). It is also difficult, sometimes, impossible to get a GPS fix inside a building.

The first fix is the hardest for the PawTrax as it has to connect with at least four satellites and figure out where it is. This requires the PawTrax to be switched on outside and left for at least 5 - 10 minutes.

You may notice that the first locate may not be accurate. As your PawTrax continues to move around and gather locates you should see the accuracy improve.

Important

Ensure that the tracker is charged and that a suitable sim is inserted. Read the user guide carefully before use.

Ensure that both GSM and GPS signals can be obtained.

1 Definitions

1.1 "PRODUCTS" - tracking system, including a SIM card that will enable the user to operate the tracker and any other products purchased from the Supplier.

1.2 "SUPPLIER" - PawTrax Limited.

2 Formation of the Contract

2.1 No contract exists between you and the Supplier for the sale of the Products and supply of the Services until the Supplier has received and accepted your order and sends you confirmation by email to the email address that you have given.

- 2.2 On receipt of the product the buyer is obliged to check for any defects or damage prior to use.
- 2.3 The Supplier may decline to accept orders from customers who are not resident in the UK or customers who require Products to be delivered outside of the UK.
- 2.4 The contract is subject to your right of cancellation (see below).
- 2.5 The Supplier may change these terms of sale without notice to you in relation to future sales.

3 Description and price of the Products

- 3.1 The description and price of the Products you order will be as shown on the Supplier's website at the time you place your order.
- 3.2 The Products are subject to availability. If on receipt of your order the Products you have ordered are not available in stock, the Supplier will inform you promptly, and if requested, refund or re-credit you for any sum that has been paid by you or debited from your credit/debit card for the Products.
- 3.3 Every effort is made to ensure that prices shown on the Supplier's website are accurate at the time you place your order. If an error is found, the Supplier will inform you as soon as possible and offer you the option of reconfirming your order at the correct price or cancelling your order. If you cancel your order due to an error in the price, the Supplier will refund or re-credit you for any sum that has been paid by you or debited from your credit/debit card for the Products.
- 3.4 In addition to the price, you will be required to pay a delivery charge for the Products.
- 3.5 Payment for the Products and delivery charges can be made by any method that is shown on the Supplier's website at the time you place your order.
- 3.6 All products and product specifications are subject to change without notice to improve reliability, function and design or otherwise.

4 Warranty

- 4.1 All Products supplied by the Supplier are warranted free from defects for 12 months from the date of supply. This warranty does not affect your statutory rights.
- 4.2 This warranty does not apply to any defect in the Products arising from fair wear and tear, wilful damage, accident, negligence by you or any third party, use otherwise than as recommended by the Supplier, failure to follow the Supplier's instructions, or any alteration or repair carried out without the Supplier's approval.
- 4.3 If the Products supplied to you develop a defect whilst under warranty, or you have any other complaint about the Products, you should notify the Supplier in writing at the address or email address shown below.

5 Delivery

- 5.1 The Products you order will be delivered to the address you give when you place your order.
- 5.2 If delivery cannot be made to your address, the Supplier will inform you as soon as possible, and refund or credit you for any sum that has been paid by you or debited from your credit/debit card for delivery.
- 5.3 If there is no one at the address given who is competent to accept delivery of the Products, you will be notified of an alternative delivery date or a place to collect the Products.
- 5.4 Every effort will be made to deliver the Products as soon as possible after your order has been accepted. However, the Supplier will not be liable for any loss or damage suffered by you through any reasonable or unavoidable delay in delivery.
- 5.5 You will become the owner of the Products you ordered and responsible for risk of loss of or damage to them once they have been delivered to you.

6 Your right of cancellation

- 6.1 You have the right to cancel the purchase at any time up to the end of fourteen working days after you have received the Products.
- 6.2 To exercise your right of cancellation, you must give written notice to the Supplier by hand or post or email, at the address or email address shown below, giving details of the Products ordered and (where appropriate) their delivery.
- 6.3 **Products returned within this 14 day period must be returned in an unused and as new condition.** The goods must be in a condition fit for reselling. We have the right to deduct from your refund any additional costs incurred in getting the stock into a condition so that it is fit for resale.
- 6.4 We are sorry but we cannot offer a refund on the following items, sim cards and topups, smartphone apps or web based mapping subscriptions.

6.5 Where there is poor GSM/GPRS reception, or poor GPS reception the product may be either uncontactable and/or not receiving location information. These are matters beyond our control and will not constitute grounds for returning the product.

7 Liability

7.1 This condition sets out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, agents and sub-contractors) to you in respect of:

- (a) any breach of this agreement;
- (b) any use made by you of the Services; and
- (c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with this agreement.

7.2 Nothing in these conditions limits or excludes the liability of the Supplier:

- (a) for death or personal injury resulting from negligence; or
- (b) for any damage or liability incurred by you as a result of fraud or fraudulent misrepresentation by the Supplier; or
- (c) for any liability incurred by you as a result of any breach by the Supplier of the condition as to title or the warranty as to quiet possession implied by section 2 of the Supply of Products and Services Act 1982.

7.3 Subject to condition 10.2, the Supplier shall not be liable for any loss of profit or any indirect, special or consequential loss (whether caused by the negligence of the Supplier, its servants or agents or otherwise) which arise out of or in connection with the provision of the Services or their use by you.

7.4 The Supplier shall not be liable to you or be deemed to be in breach of this agreement by reason of any delay in providing, or any failure to provide, any of the Supplier's obligations in relation to the Services, if the delay or failure was due to any cause beyond the Supplier's reasonable control. For the avoidance of any doubt this includes but is not limited to any failure in the network service levels or roaming agreements referred to in condition 7.2.

7.5 The Supplier's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the provision of the Services shall be limited to the price paid for the product.

7.6 You acknowledge that no telecommunications or tracking technology can be guaranteed to operate in all circumstances and at all times. The Supplier cannot be held liable for any loss due to any technology or communications failure.

8 Applicable law

These terms and the supply of the Services will be subject to English law, and the English courts will have jurisdiction in respect of any dispute arising from the contract.

Nothing in these Terms and Conditions affects your Statutory Rights.

PawTrax Limited, registered in England and Wales with Company number 07024582.

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