

Terms & Conditions

The subscriber as mentioned in the registration form agrees to subscribe the 'Vehicle Tracking Service' from Grameenphone Ltd. (Hereinafter called "GP"), providing such services in Bangladesh under the following terms & conditions:

1. GP shall have the right to terminate or suspend or bar the provision of the 'Vehicle Tracking Service' to the subscriber if the total charges ('billed', 'to-be-billed' or 'billed' along with 'to-be-billed') accumulated any time exceeds the subscriber's credit limit.
2. The subscriber will be liable to pay the monthly fee(s) fixed by GP for the 'Vehicle Tracking Service'.
3. The subscriber shall pay the monthly bill regularly within due date mentioned on the bill (Through FlexiLoad or in cash through specified banks or credit card or ATM card) in order to avoid interruption of the 'Vehicle Tracking Service'. This payment must be made within due date, even if the subscriber disputes the bill, and even if the Transponder Device with the SIM card is claimed to be damaged, lost or stolen.
4. Subscriber shall be liable to pay all existing charges as billed by GP in its prescribed bill format for the 'Vehicle Tracking Service' and shall also remain liable to pay for the same as per changes, if any, from time to time.
5. The subscriber may be entitled to reconnect his/her service by making payment of his/her outstanding bills in full if the 'Vehicle Tracking Service' of the concerned subscriber has been barred, temporarily or permanently disconnected. If the 'Vehicle Tracking Service' has been permanently disconnected along with the full payment of the outstanding bill, the concerned subscriber shall also be liable to pay a reconnection fee (Which may differ from time to time).
6. The subscriber may dispute any part of the subscriber's bill and request GP to scrutinize any possible errors, subject to the condition that, the conclusion drawn to the effect by GP after its scrutiny, shall be the final liability of the subscriber.
7. Subscribers shall be able to transfer their ownership to any other person provided that the said transfer is done by signing the prescribed form by GP and by paying the transfer fees which will be fixed by GP from time to time and the transferee shall also have to sign a fresh service form. Failing to comply with the above mentioned procedure, the transfer shall not be recognized or accepted by GP. Any ownership transfer will be subject to verification of photograph and signature.
8. GP shall have the right to delete/permanently disconnect/retire a subscriber's account if the subscriber fails to pay the bill within the 90 days period of temporary suspension, beginning from the due date of payment.
9. GP does not guarantee any specific quality standards in the services. However, it will strive to render the best possible services.
10. GP does not take the responsibility for possible disturbance or congestion encountered during data transmission of the 'Vehicle Tracking Service'.
11. Subscriber shall keep confidentiality of all information and treat it as trade secret that is received from GP.
12. In consideration of subscriber's use of the 'Vehicle Tracking Service', subscriber is under obligation to provide true, accurate, current and complete information regarding his address, billing information and vehicle.
13. The subscriber shall maintain and update the personal data to keep it true, accurate, current and complete.
14. If subscriber provides any information that is untrue, inaccurate, not current or incomplete, GP has the right to suspend or terminate any and all current or future use of 'Vehicle Tracking Service'.
15. Subscriber is responsible for all activities undertaken by him/herself using the 'Vehicle Tracking Service'. All such activities are at the subscriber's own risk.
16. Subscriber is responsible for all activities that occur under subscriber's "User Identification Number", and will keep the identification number confidential.
17. Subscriber shall immediately notify GP of any unauthorized use or the possibility of the unauthorized usage of "User Identification Number" or any other breach of security regarding the 'Vehicle Tracking Service'.
18. Subscriber shall be liable for the physical damages caused in the device, after device delivery from GP.
19. Subscriber shall be liable for all additional charges in respect of the de/re-installation of the product.
20. GP shall have the right to scrutinize or procure any relevant document(s) possessed by the potential subscriber or existing subscribers.
21. GP shall have the right to issue bill in different fixed dates in a month dividing into different cycles and the subscriber shall be billed for providing the 'Vehicle Tracking Service' in accordance within the billing cycle he is allocated. The bill for the new subscriber shall be charged from the date of activation to the last day of the bill cycle. The billing cycle as a whole may be mentioned in the bill.
22. The subscriber shall pay the bill within the due date. The due date of the payment for all subscriptions are 10 days from the date of billing.
23. GP shall have the right to disconnect, suspend or bar the provisions of the 'Vehicle Tracking Service' to the subscriber if the bill is not paid within the due date mentioned on the bill.
24. The subscriber shall pay the monthly bill in full as required by GP.

25. Service Limitations:

- I. Services are available only if you have activated your account.
- II. Services are available only if your vehicle ignition is on, and your vehicle battery is charged and connected.
- III. Services are available only if you are within operating range of the designated wireless network.
- IV. Services may be impaired by any wireless communications problems caused by atmospheric or topographical conditions, busy cells, capacity limitations, equipment problems, equipment maintenance, and other factors and conditions.
- V. Services may be affected by inherent limitations of your vehicle's electrical system and architecture, or if any of the components of your vehicle's service limitations.
- VI. Services are not available if the GPS system is not working or the signals are obstructed.
- VII. Services may be affected by natural calamity e.g., earthquake, hurricane, floods etc., labor strikes, civil commotion, riots or war; or any other act or event that is beyond reasonable control of GP.
- VIII. Services may be limited in certain situations to some geographic areas, which are otherwise generally available under GPS.
- IX. Services are not available if analog and/or digital cellular telephone signals are used or if the wireless carrier terminates or restricts analog and/or digital service.
- X. Services will not be available if GP's network is suspended or terminated due to any unavoidable circumstances.

26. Termination or Modification for Excessive Use:

If GP determines that your usage of the GPS Tracking Services is so excessive that it interferes or could interfere with GP's ability to provide timely, high-quality telematics services to its other subscribers, or if GP determines that your usage constitutes a nuisance or is otherwise not consistent with the terms of this agreement, then GP may at its sole discretion suspend, modify or terminate the 'Vehicle Tracking Service' provided to you, without any prior notice.

27. Device Warranty:

GP provides limited replacement warranty for 3 (Three) years for the GPS device falling within the parameters of the Limited Warranty provided with the product.

Below conditions should be met to avail a replacement device:

- (I) The complained GPS device is covered by GP under the Limited Warranty
 - (II) The GPS device has not been subjected to End Customer Abuse
 - (III) The device in question does not meet the handheld's functional, mechanical and/or electrical specifications
 - (IV) The device was purchased/activated within 3 (Three) years or less of the activation/purchase date; and
28. BTRC or any government authority will have the right to monitor or ask for records of all information of clients.
29. In terms of reporting there could be a deviation or reflection (Position change) due to difference network coverage of wireless network or GPS signal.

Seller's Signature & Seal

Date

Subscriber's Signature & Seal

Date

The above mentioned Terms & Conditions are true to the best of my knowledge and I voluntarily accept the Terms & Condition as binding on me and hereby sign this subscription form.