



This agreement is made between you, the “User” and Verifact International Ltd T/A Verifact having its registered office at The Rubicon Centre, MTU, Bishopstown, Cork T12N1WA, Ireland, in relation to the use of the “Vtrack” software platform.

By using our Services, you are agreeing to these terms. Please read them carefully.

Definitions:

- “You” – the individual or company entering into the within agreement.
- “Vtrack” – A tracking device to determine the location of the item upon which it is placed using IOT technology to transmit the data and location.
- “Vtrack App” – A software application developed for mobile devices (such as smartphone or tablet) or web application (<https://vtrack.vfact.com/>) which (partially) provides access to online tracking and other ancillary services within the framework of a subscription plan which is renewed annually.
- Vtrack Device Specification – technical specification including coverage requirements of the Vtrack Unit as set out in Appendix One of the within Agreement.
- Vtrack Guide – user guide as to how to install batteries and seal the Vtrack unit as contained in Appendix Two of the within Agreement.

1. Scope of Terms and Conditions

The following terms and conditions apply to the future use of online tracking and the purchase of goods, including in the online shop. These terms and conditions are binding for all current and future business dealings with the contracting party, even if not expressly referred to. Agreements deviating from or additional to these terms and conditions - in particular general business or purchasing conditions of the contracting party - shall only become part of the contract if they have been expressly confirmed by Verifact in writing.

2. Online Tracking: Registration and Subscription Plan Contract



1. The online tracking requires both, the possession of a Vtrack device and an annual licence for the Vtrack App as well as the registration of the customer and creation of an account on the Vtrack App.
2. The customer is obliged to provide true and complete information about the name, address, e-mail address and a WhatsApp enabled phone number of the account owner when registering. Kindly note if a WhatsApp enabled phone number is not provided on registration, then the Vtrack alerts system will not be available to that customer. Vtrack reserves the right to verify the accuracy in specific cases. Pseudonyms are not allowed.
3. Verifact reserves the right, in the case of reasonable suspicion of misuse or misuse of purpose (in particular recording movement patterns of third persons), to block the customer's access to the online tracking temporarily or forever.
4. The prices listed for the Vtrack and any annual licence fee are **exclusive** of any applicable Value Added Tax.
5. As part of the purchase process the User is required to purchase an initial 12-month licence to access the Vtrack App for each device purchased
6. By clicking the "Pay" button - after Verifact has provided the customer with the information contained within this Agreement the customer has entered into a binding contract for both the device and 12-month annual licence subject to the Distance Contract Clause contained in Appendix Three of the within Agreement.
7. The 12-month annual licence automatically renews at the end of the initial 12-month period (and on the anniversary of each 12-month period), unless the customer has already cancelled the subscription. Accordingly, the 12-month licence renews every 365 days.
8. Verifact may collect payment for any upcoming renewal period up to 48 hours prior to the respective renewal date.
9. In case a payment fails (e.g., due to insufficient funds), Verifact may retry payment collection several more times within the subsequent 30 days.
 - 9.1. In case the customer entered alternative payment methods, Verifact will try to collect payment using such alternative methods to ensure continuous service for the customer.
 - 9.2. If payment fails for more than 30 days from the date that Verifact first attempted to collect payment, Verifact will terminate the service.
10. Verifact will confirm the receipt of the user's purchase via e-mail. This email will include a registration code which is required for the user to create an account on the Vtrack App. The registration code provided will enable the user to create a number of accounts on the Vtrack App equal to the number of devices purchased if necessary.



www.vfact.com

Verifact International Ltd



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3. Subscription Fees and Price Adjustments

1. Pricing Updates: We reserve the right to adjust the pricing of our annual licence fee periodically to reflect market conditions, changes in operational costs, regulatory requirements, or improvements to our services.
2. Notification of Price Changes: If we decide to adjust the annual licence fee, we will notify you at least 30 days in advance via email. The notice will include details of the new price, the reason for the change, and the effective date. Price increases will never occur for already pre-paid periods and only apply starting at the next billing cycle of your annual licence fee.
3. Consent and Continuation of Service
 - 3.1. If you agree to the new pricing, you do not need to take any action, and your annual licence will automatically continue under the revised terms.
 - 3.2. If you do not agree with the updated pricing, you have the right to cancel your annual licence any time before the price change takes effect. Cancellations can be done by emailing support@vtrack.com

4. Online Tracking / Scope

The scope of services, the price, and the contract duration as well as any extension options of the annual licence result from the scope of services published at the time of signing of the contract at <https://vfact.com/products#vtrack>, which is provided to and brought to the attention of the customer prior to the submission of the contract.

5. Online Tracking / Obligations and Behavioural Rules

1. In order to use the services of Vtrack device to the full extent, the user must use current (browser) technologies or enable their use (e.g. activation of Javascript, cookies, pop-ups) and always use an up-to-date Vtrack app. When using older technologies, outdated apps or outdated devices, the user may not be able to use the services completely or not at all.
2. The user must treat the access data / credentials (the combination of email address and password) as strictly confidential and protect them from unauthorized access by third parties. The password must not be shared with anyone, including employees of Verifact International Limited. If the user has reason to believe that the credentials have been compromised in any way, the user is obliged to change the respective password immediately.
3. The user must use the services provided by Verifact as intended and refrain from actions which harm or endanger Verifact, other Vtrack users or any third parties and / or the availability of the services for other users. Proper use also includes



compliance with all instructions, recommendations and the like that Vtrack carries out at the time the annual licence is activated or anytime thereafter on its homepage, in operating instructions and / or other documents made available to the user.

4. The Vtrack device is designed specifically for tracking inanimate objects and should therefore only be used for this purpose. In some countries and regions, there are laws on location tracking of animals, persons and / or objects. Only the customer or user of the Vtrack, but not Vtrack, is responsible for complying with such laws or regulations.
5. Vtrack provides users with the ability to post content, communicate and interact with other users via the Vtrack Community Facebook Group. The user warrants not to misuse the services of Vtrack. The user must comply with the following rules in particular:
 - 5.1. The entry of any personal data in the user's public profile or community features (e.g. Danger Reporting) of the user is at the user's own risk.
 - 5.2. The publication of data of third parties (e.g. the creation of a profile for a third party) without the third party's consent or the uploading of an image which shows a third person without their consent is also prohibited.
 - 5.3. The user is solely responsible for the content stored in his profile or shared from his account. The user agrees to comply with all relevant statutory when posting content on the Community Page. In particular, they must not distribute any content, material, information and/or pictures that are immoral, pornographic, obscene, racist, glorify or trivialize violence, distribute radical right-wing or left-wing ideas or that are identified as offensive or unlawful in any other way. Furthermore, users are only permitted to publish content that they have created themselves or for which they hold the necessary licenses, permissions, or rights to use.
 - 5.4. The user also undertakes not to threaten or harass third parties or other users and / or violate their (personal) rights.
6. Regardless of any civil and criminal consequences, the user will hold Verifact harmless for any kind of damage whatsoever and any third-party claims of whatever nature resulting from the breach of the user's obligations under this clause.
7. Verifact reserves the right - in the event of violations of this agreement or parts of this agreement, to:
 - 7.1. warn the user,
 - 7.2. delete part or all of the content provided by the user,
 - 7.3. to temporarily or permanently block the user and / or
 - 7.4. terminate the contractual relationship prematurely and to delete the user's profile.



6. Online Tracking Availability / Warranty / Liability

1. The user has the possibility to retrieve the location data in any of the Apps in real time (slight time delay possible) in order to determine and track the location of the user's pet. Even if this option is basically unlimited for the customer, Verifact reserves the right to terminate any running live tracking session, if the current live tracking session is not being continued; this to prevent abuse and to reduce the energy consumption of the GPS tracker.
2. In case a user interferes with the operation of the services through manipulation of the software, proprietary software or gains automated access to the Vtrack software, Verifact is entitled to cancel the services immediately and terminate the subscription plan or contractual relationship without notice. A claim for reimbursement for already paid service fees cannot be made in this case. The same applies if the user accesses any of the devices tracking functions or data via means other than those made available to the user within the scope of the respective subscription plan.

7. Online Tracking Availability/ Warranty /Liability

1. Verifact does not guarantee the constant availability of its services. Downtimes due to maintenance, software updates, and circumstances (such as mobile data transmission technical issues, network coverage issues, connectivity issues, availability issues with one or more mobile service providers) are outside Verifact's direct control and, therefore, permanent availability cannot be guaranteed. The user declares not to assert claims for damages and / or warranty claims for non-culpable downtime. Even if a potential downtime (of at least 24 hours) is caused by Verifact, the user is only entitled to a proportionate annual licence fee reduction claim.
2. Although Verifact makes every effort to provide the user with a secure data connection, Verifact cannot guarantee that the transport of data via third-party systems, in particular the Internet or telecommunications networks, will not be tracked, recorded or falsified by third parties.
3. The use of Vtrack is explicitly voluntary and exclusively at the user's own risk. This is applicable to:
 - 3.1. the usage of any hardware by the user, including (but not limited to) the respective smartphone or browser;
 - 3.2. the downloading of a user's own content or the content of a third-party; as well as
 - 3.3. any usage of content, data or information provided by Verifact. The user expressly acknowledges that such data could potentially be erroneous and



Verifact, to the extent permitted by law, assumes no responsibility for the accuracy of such data.

4. Furthermore, Verifact makes no warranties for external links, banners or other information and promotional offers that can be placed for the user on the Community Facebook page. Legal transactions that occur between the user and a third-party provider (e.g. via linked pages or banners) lead to contractual relationships exclusively between the user and the third-party provider. Verifact assumes no responsibility for the services of third parties.
5. Except as required by law, Verifact will not be liable for any damages that may result from the use of content made available through the online and mobile services or other forms of use of the online services. This also applies to damage caused by errors, technical problems, viruses or data loss.
6. The User indemnifies Verifact from all claims that third parties make against Verifact for any violation of their rights by content posted by the user within the Verifact network or through any other use of available applications on Verifact 's network. The user assumes the costs of a necessary or appropriate legal defence of Verifact including all court and legal fees as prescribed by law. This does not apply if the infringement is not attributable to the behaviour of the user.
7. In the event of a third-party claim, the user is required to promptly, truthfully and completely disclose to Verifact any information that is necessary for an examination of the claims and a defence. Further compensation claims of Verifact against the user remain unaffected.
8. Product returns for refunds, replacements, or repairs under warranty are only applicable in countries supported by Verifact. For a full list of supported countries, see below:

Ireland United Kingdom EU Member States

8. Online-Shop / Purchase

1. The presentation of the goods in the online shop does not constitute a binding offer by Verifact to enter into a purchase contract. The customer is hereby merely requested to submit an offer by placing an order.
2. A Purchase is made by a customer carrying out the following steps:
 - 2.1. Selection of the device the customer wishes to purchase
 - 2.2. Entering the shipping address / contact details (first name, last name, address, post code, city, country, e-mail address, telephone number to make contact possible for the deliverer) and payment method
 - 2.3. Verification of the goods selected



- 2.4. Reading the within Agreement and Appendices
- 2.5. Confirmation of the contract by clicking the button "Pay"
- 2.6. By confirming the purchased in the online shop, the customer makes a binding contractual offer directed to the conclusion of a purchase contract for the goods in the shopping cart. By submitting the purchase, the customer accepts that the terms and conditions as set out in the within Agreement including the appendices provided to consumers and these terms and conditions alone shall govern the legal relationship with Verifact.
3. Verifact will confirm receipt of the customer's order by sending a confirmation email. This order confirmation does not represent the acceptance of the offer by Verifact. It serves only to inform the customer that the order has been received by Verifact. The acceptance of the contract offer takes place either by the delivery of the goods or an express declaration of acceptance.

9. Prices, Shipping Costs / Online Shop

- 1 The prices for the individual products are listed in the online shop. All prices quoted by Verifact exclude any applicable sales tax for these products or any import duties to countries outside the EU.
- 2 The prices quoted in the online shop do not include shipping costs, but the shipping costs are listed separately to the customer before completing the order.

10. Online-Shop - Terms of Delivery

- 1 Verifact will only dispatch the item/s purchased after the customer has fulfilled all his obligations, in particular the payment of the purchase price including any shipping costs.
- 2 Unless otherwise stated in the order confirmation, Verifact will dispatch the items purchased within 1-5 working days after receipt of payment. In case of pre-orders or unavailable / out-of-stock products, the delivery takes place immediately after availability of the respective product. Verifact reserves the right to make partial deliveries of available products before this date.
- 3 Verifact shall be entitled to exceed the agreed upon deadlines and delivery times as set out in 10.2 above by 5 working days. If Verifact still has not dispatched the product within either 10 working days of receipt of payment or 5 working days after pre order has returned to stock the customer is entitled to withdraw from the contract after setting a reasonable grace period.

11. Our Warranties and Disclaimers



We provide our Services using a commercially reasonable level of skill and care and we hope that you will enjoy using them. But there are certain things that we don't promise about our Services.

OTHER THAN AS EXPRESSLY SET OUT IN THESE TERMS OR ADDITIONAL TERMS, NO SPECIFIC PROMISES ABOUT THE SERVICES ARE MADE. FOR EXAMPLE, WE DON'T MAKE ANY COMMITMENTS ABOUT THE CONTENT WITHIN THE SERVICES, THE SPECIFIC FUNCTIONS OF THE SERVICES, OR THEIR RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS. WE PROVIDE THE SERVICES "AS IS".

TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL WARRANTIES.

Liability for our Services

WHEN PERMITTED BY LAW, VERIFACT, WILL NOT BE RESPONSIBLE FOR LOST PROFITS, REVENUES, OR DATA, FINANCIAL LOSSES OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES.

TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF VERIFACT FOR ANY CLAIMS UNDER THESE TERMS, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO THE AMOUNT YOU PAID US TO USE THE SERVICES AND ONLY IF SAID LOSS IS REASONABLY FORESEEABLE.

Business uses of our Services

If you are using our Services on behalf of a business, that business accepts these terms. It will hold harmless and indemnify Verifact from any claim, suit or action arising from or related to the use of the Services or violation of these terms, including any liability or expense arising from claims, losses, damages, suits, judgments, litigation costs and attorneys' fees.

About these Terms

We may modify these terms or any additional terms that apply to a Service to, for example, reflect changes to the law or changes to our Services. A copy of the revised terms will be sent to the email address you specified in your application. If you do not agree to the modified terms for a Service, you should discontinue your use of that Service using the process set out above.

If there is a conflict between these terms and the additional terms, the additional terms will control for that conflict.



If you do not comply with these terms, and Verifact do not take any immediate action this does not prohibit the taking of such action in the future.

If it turns out that a particular term is not enforceable, this will not affect any other terms.

The laws of the Republic of Ireland, will apply to any disputes arising out of or relating to these terms or the Services. All claims arising out of or relating to these terms or the Services will be litigated exclusively in Irish Courts, and you and Verifact consent to personal jurisdiction in those courts.

12. Privacy and Copyright Protection

Verifact [privacy policy](#) explains how we treat your personal data and protect your privacy when you use our Services. By accepting this agreement, you agree that Verifact can use such data in accordance with the privacy policy. From time to time, it may be necessary to update the Privacy Policy, and a copy of the revised policy will be sent to the email address you provided when registering. If, as a result of same, you wish to withdraw from using our services you can do so by forwarding an email stating same support@vfact.com.

13. About Software in our Services

Verifact gives you a personal, worldwide, non-assignable and non-exclusive license to use the software provided to you by Verifact as part of the Services. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by Verifact, in the manner permitted by these terms. You may not copy, modify, distribute, sell, or lease any part of our Services or included software, nor may you reverse engineer or attempt to extract the source code of that software.

14. Modifying and Terminating our Services

We are constantly changing and improving our Services. We may add or remove functionalities or features, and we may suspend or stop a Service altogether.

You can stop using our Services at any time using the process set out above. Verifact may also stop providing Services to you or add or create new limits to our Services at any time.



We believe that you own your data and preserving your access to such data is important. If we discontinue a Service, where reasonably possible, we will give you reasonable advance notice and a chance to get information out of that Service.



Appendix One – Vtrack Specification



Connectivity

Cellular Module

In Ireland the Vtrack device utilises the Three Network to transmit. Without Three Network coverage the device will not transmit any data including location data. To check Three Network coverage in your location, click this link <https://coveragemap.comreg.ie/>

Location

Environment	Indoor/Outdoor
GNSS Scanning	Concurrent GPS/BeiDou
Wi-Fi Location Scanning	Indoor asset location using Wi-Fi access point scanning
Cell Tower Location	Cell tower fallback for positioning when there is no GNSS or Wi-Fi signal
Location Accuracy	<p>~5m-80m with GNSS scanning in open areas ~10m-100m with Wi-Fi in urban areas ~250m-1km Cell Tower Geolocation - dependent on number of nearby towers</p> <p>Results vary depending on real world conditions</p>
Low Noise Amplifier	GPS signals are filtered and boosted by a SAW filter and low-noise amplifier (LNA) allowing operation where other units fail
GNSS Assistance	GNSS almanac data for greater sensitivity and position accuracy

*Results vary based on real world conditions. Device configuration, installation, environmental conditions, augmentation services, and many other factors may lead to variations in positioning accuracy.



Batteries

User-Replaceable Batteries	2 x AA. Batteries will be included if purchasing within Ireland. If purchasing outside Ireland batteries cannot be provided.
Supported Battery Types	Alkaline Lithium (LiFeS2) – recommended for best performance *Please dispose of Lithium batteries in a safe and responsible manner

Mechanics/Design

Dimensions	149 x 51 x 21 mm (5.9 x 2 x 0.8 in)
IP/IK Rating	Ultra-rugged and waterproof IP68 and IK07-rated housing ensures the Barra can withstand impact, fine dust, and brief submersion
Installation	Compact and concealable. Multiple installation options for covertly and easily securing the device to assets with screws, bolts, cable ties, rivets, and more.
Magnetic Switch	Magnetic switch enables quick activation and tamper detection
Operating Temperature	-30°C to +60°C
Cellular Antenna	Internal
GPS Antenna	Internal
Wi-Fi Antenna	Internal

Smarts

Battery Life Monitoring	'Battery Low' and 'Battery Critical' alert levels
Geofence Alerts	The server can use device location to create geofences and alerts if an asset enters or leaves designated locations
Sleep Mode	Stationary devices enter sleep mode until movement occurs to conserve battery life and optimize data usage
Tamper Detection	Magnetic switch provides an alert if the device is removed from your asset



Security

Data Security

Military-level AES-256 Encryption from device-to-Device Manager to protect the integrity and confidentiality of telematics data. Data forwarded to third-party systems is sent via HTTPS for end-to-end security.

Warranty

Manufacturer's Warranty

Two-year manufacturer's warranty.



Appendix Two – Vtrack Device Guide

1. Installing the Batteries

1. Remove the screws in the Vtrack unit.
2. **Note DO NOT TOUCH the circuit board at any time.**
3. Remove the batteries.
4. Insert two AA batteries following the markings on the battery holder indicating the polarity. The springs are the negative terminals.
5. Reseal the unit as described below.

2. Sealing the Vtrack Unit

The Vtrack unit has an IP68 and IK07 rated housing. The device must be sealed carefully to achieve the IP68 rating.

It is difficult to provide an exact torque figure with which to tighten screws. This is because upon first sealing the device, the screws cut threads into the nylon glass housing. So, on the first assembly, the screws may be quite stiff. If the housing is opened and then resealed, the torque required for resealing will be lower than that of the first assembly.

The key goal we are trying to achieve in sealing is firm, even pressure on the silicone seal - as this is what keeps the device water-tight and dust-proof.

To achieve this:

1. Ensure that the clear silicon seal is in good condition, is lying flat, and is not fouled by any plastic debris or other material.
2. Close the housing, and gently squeeze it shut. Foam on the lid will compress against the batteries, holding them firmly in place.
3. Tighten the 8 screws to uniform tightness - such that there is an even gap at all points along the interface between the base and lid.
4. The screw heads are Posi-Pan head. As such a Posidriv bit should be used. A Phillips screwdriver can strip the threads.
5. The screws are a thermoplastic screw: 2.5mm x 8mm (BN82428). If you are after a stainless-steel variant, the product code to source is BN82429.
6. It is a good idea to use a screwdriver with a torque limiting clutch, start with the screwdriver on the lowest setting, and gradually increase the torque until there is a small gap between the base and lid (no need to overtighten as you risk cracking the housing)
7. The final torque when finished will be around 0.7Nm most of the time. (Value is a guide only)



3. Mounting and Installation

The Vtrack device can be mounted onto an asset to be tracked using screws, bolts, cable ties, magnets, or industrial adhesives.

When choosing a mounting point, you have two competing goals

- To minimise the chances of the device being accidentally crushed, dislodged or discovered by a thief.
- To maximise the GNSS and mobile reception and provide adequate ventilation.

Key mounting notes:

- Avoid installing the box completely enclosed in a metal box!
- Avoid installing in a location that will result in elevated temperatures. For instance, mounting the device in direct sunlight on the dash of a non-ventilated cabin may cook the batteries, leading to abnormally short service life.
- Try to orient the GNSS antenna towards the sky where possible (screw heads facing down)
- This is particularly important for a device like the Vtrack device - where the GNSS sensitivity is slightly less than that of a 'full' GNSS device
- The best possible mounting location for optimal GPS reception is one that gives a clear, 180-degree view of the sky and free from obstructions.



Appendix Three - Distance Contract Clause

1. Definition

For the purposes of this Agreement, a "Distance Contract" means a contract concluded between the parties under an organised distance sales or service-provision scheme, without the simultaneous physical presence of the parties, and where exclusive use is made of one or more means of distance communication (including, but not limited to, telephone, email, or online platforms) up to and including the time at which the contract is concluded, in accordance with the European Union (Consumer Information, Cancellation and Other Rights) Regulations 2013 (S.I. No. 484 of 2013).

2. Information Requirements

The Service Provider shall provide the Customer, prior to the conclusion of this Distance Contract, with all information required under Regulation 10 of the European Union (Consumer Information, Cancellation and Other Rights) Regulations 2013, including but not limited to:

- * The main characteristics of the services
- * The identity and contact details of the Service Provider
- * The total price of the services, including all taxes and additional charges
- * The arrangements for payment, performance, and the time by which the Service Provider undertakes to perform the services
- * The existence of a right of cancellation, the conditions, time limit and procedures for exercising that right, or, where applicable, the information that the right of cancellation does not apply.

3. Right of Cancellation

Where the Customer is a consumer, the Customer may have the right to cancel this Distance Contract within 14 days of the conclusion of the contract, without giving any reason, in accordance with Regulation 13 of the European Union (Consumer Information, Cancellation and Other Rights) Regulations 2013. The cancellation period will expire after 14 days from the day of the conclusion of the contract.

To exercise the right of cancellation, the Customer must inform the Service Provider of their decision to cancel this contract by a clear statement (e.g., a letter sent by post, fax or email). The Customer may use the model cancellation form provided in Schedule 3 of the Regulations, but it is not obligatory.



4. Commencement of Services During Cancellation Period

If the Customer requests that the performance of services begins during the cancellation period, the Customer acknowledges that, if the contract is subsequently cancelled, the Customer shall be liable to pay for the proportion of services performed up to the time of cancellation, as provided for in Regulation 15(3) of the Regulations.