

CYBTEC – GPS Tracking solution -TERMS AND CONDITIONS OF SERVICE  
Last Updated 16-04-2021

## Validity

These terms of service supersede all previous terms of service, and come into effect on the 30<sup>th</sup> April 2021.

## The Service

The tracking service that is provided through the CYBTEC solution includes the sale of the tracking device, its installation and the web monitoring software subscription fee for a term typically set at 12 months which can be renewed by our customers.

## Quotation acceptance

On acceptance of a CYBTEC quotation, the customers must provide us with:

- The list of license plate registration numbers for all vehicles.
- Vehicle types
- A clear indication as to whether the installations are to be done at the customer's preferred premises or at our installers.

All customers are deemed to have accepted these terms and conditions for the CYBTEC tracking subscription they are entering into as well as the company's general terms of service.

## Installations

Installations can be carried out at the customer's preferred site or at our installers' garage. Installation service carried out at the customer site will carry an installer disturbance surcharge:

Malta based on-site servicing surcharge: On-site installations and support services at the customer site in Malta carry a charge as per charges schedule provided to you at quotation stage.

Gozo based on-site servicing surcharge: On-site installations and support services at the customer site in Gozo carry a charge as per charges schedule provided to you at quotation stage.

Installations can only be carried out by the customer on written authorisation by DataByte after ensuring that appropriate personnel are available to carry out such installation. Any damage sustained to hardware during such authorised installation is deemed to be the responsibility of the customer and any damaged hardware will need to be replaced or repaired by DataByte technician as per charges schedule.

## Inspections and Repairs

Inspections and repairs can be carried out at the customer's preferred site or at our installers' garage. Inspections and repair service carried out at the customer site will carry an installer disturbance surcharge:

Malta based on-site servicing surcharge: On-site support services at the customer site in Malta carry a charge as per charges schedule provided to you at quotation stage.

Gozo based on-site servicing surcharge: On-site support services at the customer site in Gozo carry a charge as per charges schedule provided to you at quotation stage.

## Assignment of technician

In the case of a new agreement, our installers will be scheduled to install the subscribed units on full receipt of the first year subscription fee and any tracker/installation related fees.

## Hardware warranty

Hardware related to a CYBTEC installation is warranted against manufacturing defect for 12 months. Warranty does not cover for technician's labour costs for servicing the faulty unit.

## Driver ID Option

An option that identifies the vehicle driver is available at an additional fee per vehicle per month as per charges schedule and a one-time charge for the RFID identity sensor, button and its separate installation services. Onsite additional surcharges will only be waived if the installation happens simultaneously with the vehicle's main tracking system.

## Territory

The solution is intended to be used in the territory of the Maltese Islands and the near shore range as serviced by the data services network provider. The service is not available outside of the European free data-roaming territories provided by our data carriers.

## Data Retention

Tracking data that is produced by the tracking devices of the customer is kept on the DataByte servers for a maximum period of 3 months after which it is automatically deleted.

## Renewal

The system will alert the user in advance of the expiry of the subscription term. Timely renewal of the subscription will ensure continued use of the system without disruptions. It is the responsibility of the customer to ensure that renewal of subscriptions are settled in time.

## Price and Service changes

DataByte reserves the right to adjust the pricing or services for the CYBTEC tracking system. Prior notification of at least 15 days will be given to customers before implementing such changes.

## Termination

A customer is free to terminate a subscription agreement at expiry of the subscribed term. Any termination prior to the end of the subscribed period will not result in any refunds being due to customer.

## Anonymous Data Usage

DataByte reserves the right to use and share anonymised data from the tracking system, for the purposes of improving digital maps, traffic statistics and traffic management schemes in line with GDPR requirements.

## Generic Terms

These terms build on DataByte's general Terms of Service which can be found at <https://databyte.com.mt/downloads/terms-of-service.pdf>