

DENKALL SOLUTIONS

You can access the updated Terms and Conditions at <https://www.navytrack.com/terms/>.

PARTIES

1. **Customer/User/You:** The individuals or entities receiving services.
2. **Denk-All Marketing/We/Us/Navy Track:** The service provider.

ABOUT US

1. **Denk-All Marketing** is a company registered in the Netherlands with registration number 18078233.
Postal Address: Anna Marie v Schurmanstraat 39, 5122CR Rijen, Netherlands
Visit Address: Ericssonstraat 2, 5121 ML Rijen, Netherlands
Website: www.navytrack.com
2. Operating as **DENKALL SOLUTIONS**, our company specializes in software technology and mobile automation marketing. We provide sales, training, and support services for our own brands: vehicle tracking (NAVY TRACK), temperature tracking systems (NAVY TEMP), and personnel/field task management (NAVY TASK). We offer both product sales and service sales, which bring different conditions for each. Additionally, we partner with firms in the hardware, software, and service sectors to market related products.

SALES, USAGE, AND SERVICE TERMS

1. All references to "we," "us," or "our" in these Terms and Conditions pertain to Denkall Marketing, including its employees, officers, successors, affiliates, and assignees.
2. All references to "you" or "your" pertain to the user of our services, website, or mobile application, including senders, receivers, or visitors.
3. These Terms and Conditions govern your use of our site, products, and services.

4. Your use of the site and services (including browsing or registering) constitutes your agreement to these Terms and Conditions, including compliance with the European Data Protection Law (GDPR). Our Privacy Policy is available upon request at <https://www.navytrack.com/Privacy-cookies-statement.pdf>.
5. If you do not agree to these Terms and Conditions, please do not access, register, or use our services.
6. These Terms and Conditions may be updated without notice, and continued use of the site signifies acceptance of any changes. Please check this page regularly for updates.
7. To use our services, you must open an account and pay the device and service fee. Upon payment, an appointment for device installation will be arranged. You must prove that the vehicle is yours or your company's; otherwise, installation will not proceed.
8. An account is required to use the service, and you are responsible for all activities under your account, including maintaining the confidentiality and security of your passwords.
9. You agree to notify Navy Track immediately of any unauthorized use of your account or security breaches.
10. You must provide accurate and complete customer information and update any changes promptly.
11. Subject to your compliance with these Terms, NAVY TRACK grants you a subscription to access cloud-based services (e.g., Amazon Web Services):
 - 11.1. Temperature Tracking System (NAVY TEMP)
 - 11.2. Tachograph File Management and Storage System (TACHO SOLUTION)
 - 11.3. Field Task Management Program (NAVY TASK)
 - 11.4. Fleet Tracking and Management System (NAVY TRACK)
12. Except for client software, services are hosted on servers controlled by DENKALL SOLUTIONS or third-party providers.
13. DENKALL SOLUTIONS may discontinue any service component with reasonable prior notice.
14. Data is stored for 3 years. Monthly reports are automatically emailed; you must configure this setup. Contact us for assistance if needed.

15. Service requests, complaints, and other inquiries must be submitted in writing via our website form or to info@navytrack.com. Notifications via phone or messaging apps are not accepted.
16. Hardware and installation fees are one-time and must be prepaid. Software subscription fees are prepaid monthly. Customers can choose subscription terms to avoid price changes due to inflation.

INSTALLATION, TECHNICAL SERVICE, AND COMPLAINT TERMS

2.1. Installation:

2.1.1. For issues with the service, contact us via email or our website form. Phone or messaging app notifications are not accepted. Provide vehicle details and driver contact information for service requests.

2.2. Technical Service:

2.2.1. Navy Track aims to provide the highest level of customer service. If you encounter any issues, we strive to resolve them promptly. Our complaint procedures are available upon request at info@navytrack.com.

2.2.2. If you are dissatisfied with our service, notify us via email at info@navytrack.com.

2.2.3. We will acknowledge receipt of your complaint within a week.

2.2.4. We will review your complaint and respond with initial findings within two weeks.

2.3. Complaints:

2.3.1. Any changes to our Terms and Conditions will be communicated via email and/or our website or mobile app, including the effective date.

2.3.2. Changes to the Terms and Conditions will apply only after the effective date, except as required by law.

2.3.3. We are not liable for any loss or damage resulting from actions or inactions based on our publications.

LIMITATIONS OF LIABILITY & FORCE MAJEURE

3.1. Force Majeure Events:

3.1.1. In the event of a "Force Majeure Event" (circumstances beyond our control), including but not limited to:

3.1.1.1. Events that cannot be prevented or removed with reasonable care.

3.1.1.2. Situations materially affecting our ability to perform obligations.

3.1.2. We will make reasonable efforts to provide uninterrupted service except for:

3.1.2.1. Scheduled maintenance with 24-hour notice.

3.1.2.2. Service disruptions beyond our control.

3.1.3. Due to the nature of the Internet and technology, the service is provided "as is" and "as available," without guarantees of uninterrupted, delay-free, or error-free service.

3.1.4. We are not responsible for delays or failures due to circumstances beyond our control, such as legal changes, strikes, sanctions, or natural disasters.

3.1.5. If a service is delayed due to any of the above reasons, we will inform you and take reasonable measures to mitigate the impact.

3.1.6. DENKALL SOLUTIONS, its affiliates, officers, employees, partners, or personnel will not be liable for any amount exceeding €200.

3.1.7. Navy Track will make commercially reasonable efforts to ensure service availability of at least 95%, excluding planned maintenance or emergencies, customer non-compliance, or force majeure events.

INTELLECTUAL PROPERTY AND COPYRIGHT

4.1. All intellectual property rights, including copyrights, patents, database rights, trademarks, and service marks related to Navy Track's website and services, are

owned by us. You are granted permission to use these materials solely for service use in accordance with these Terms and Conditions.

4.2. Ownership and rights to the Navy Track website and services remain with us.

4.3. You may not publish, reproduce, store, or exploit any material from our website or services without our explicit written consent.

4.4. You are authorized to download our application for personal use only. This license is non-transferable and subject to these Terms and Conditions.

4.5. You may not use Navy Track's name, trademarks, logos, domain names, or other brand features without prior written consent.

ACCEPTABLE USE

5.1. By using our website or services, you agree to these Terms. If you do not agree, do not use our website or services.

5.2. Prohibited actions include bypassing security features, using services for illegal activities, modifying or hacking services, or introducing harmful materials (collectively, "Acceptable Use Rules").

5.3. Violations of the Acceptable Use Rules may result in actions such as:

5.3.1. Immediate, temporary, or permanent withdrawal of your right to use our services.

5.3.2. Issuing warnings.

5.3.3. Legal action to recover costs (including administrative and legal fees).

5.3.4. Disclosure of information to law enforcement authorities if necessary.

JURISDICTION

6.1. These Terms and Conditions are governed by Dutch law, and any disputes will be subject to the exclusive jurisdiction of Dutch courts.

6.2. Communications between us and you will be in Dutch. In case of translation, the Dutch version of the Terms and Conditions will prevail.

6.3. Legal consent to be bound by these Terms is indicated by checking the "Accept" box or equivalent when registering or accessing your account.

6.4. If you are entering into this agreement on behalf of an employer or other entity, you represent that you have the authority to bind the entity. Continued use of NAVY TRACK services and software constitutes acceptance of this agreement.

FEES AND PAYMENT TERMS

7.1. Customers have 15 days to dispute invoices. Lack of dispute constitutes acceptance.

7.2. Customers must prepay one-time fees before installation, and monthly subscription fees are automatically deducted at the beginning of each month.

7.3. Invoices are due within 14 days. Late payments incur reminder fees and service suspension after 60 days.

7.4. Monthly subscription fees cover full service and license costs, even with minimal use.

7.5. Issues affecting signal reception must be reported via email, and we will resolve them within 5 business days. Factors affecting signal include device malfunction, SIM card issues, or unauthorized device removal.

7.6. Technicians may be dispatched for device issues, with associated costs borne by the customer if the issue is not covered by warranty.

7.7. Monthly subscription fees continue until cancellation is requested, with a 3-month notice period for cancellations.

7.8. SIM cards in devices are property of Navy Track and must not be used elsewhere. Misuse incurs a **€250** penalty.

7.9. Customers may self-install devices, but we are not responsible for issues arising from incorrect installation.

7.10. Subscription fees apply only within EU countries. Travel outside the EU incurs roaming and administrative fees. Navy Track reserves the right to suspend services for vehicles outside the EU for more than 3 months.

7.11. Annual subscription fee adjustments based on Dutch inflation rates apply each January. Customers may cancel subscriptions if they do not accept the new rates.

7.12. Customers may cancel subscriptions at any time if they pay for devices and installation. Devices provided free under contract require payment for the contract period if not used.

7.13. Trial periods may be available for certain services, with subscription fees applied after the trial ends.

7.14. Paid services are provided on a monthly subscription basis, prepaid by the customer.

7.15. Navy Track complies with European data protection laws, and customers must accept this agreement before starting.

SERVICE SUSPENSION

8.1. Services may be suspended due to threats or attacks (including DDoS) or other events posing a risk to services or users.

8.2. Services may be suspended for contract breaches or payment failures.

8.3. Navy Track is not liable for damages or losses due to service suspensions.

CONTRACT TERMINATION

- 9.1. This agreement continues until terminated as described.
- 9.2. Subscriptions suspended for more than 3 months will automatically terminate at the end of the third month.
- 9.3. Navy Track may terminate any service with 30 days' notice.
- 9.4. Customers have 30 days to download data after termination. After this period, all customer data will be deleted.
- 9.5. Customers are not entitled to refunds for early termination or unused prepaid fees and must pay any outstanding balances.
- 9.6. Waivers or changes to this agreement must be in writing.

WARRANTIES AND DISCLAIMERS

- 10.1. DENKALL SOLUTIONS does not guarantee that the service will meet customer requirements, be uninterrupted or error-free, or that defects will be corrected.
- 10.2. The service, software, and information provided are "as is" without warranties of any kind. Customers use the service at their own risk and are responsible for any damages or losses.
- 10.3. Navy Track does not provide any express or implied warranties beyond those stated.
- 10.4. Each device provided for subscription services can only be used for one service/vehicle/object. The SIM card remains the property of Navy Track and unauthorized removal or use incurs penalties.
- 10.5. Devices have a 2-year warranty.
- 10.6. Warranty exclusions include unauthorized tampering, accidents, exposure to water or dust if not designed for such, theft, or loss of the device.

10.7. After the 2-year warranty, customers can continue using the device but without support or warranty. Technological advancements may require device upgrades.

By using the services, you agree to these Terms and Conditions. Please read them carefully and contact us via email on info@navytrack.com with any questions.