

# General Terms

Thank you for purchasing the Safety Guard GPS Tracker or Secure.

Safety Guard GPS finds your current location by GPS satellites. Dantracker server receives your current position via the GSM mobile network. When the current position is received, the server will update the location on your APP/PORTAL. You can only use the Safety Guard GPS tracker if you have signed a Dantracker subscription.

## **1. Acceptance of Subscription Service**

With the acceptance of these terms, you agree to automatic renewal of your subscription, if you have not terminated your subscription cf. section 9. This means that Dantracker Technology Company ApS (Dantracker) automatically renews your chosen subscription period of 1, 6, 12, 24, 36, 48, 60 or 120 months and withdraw your subscription payment, periodically, when your subscription period has expired. Your subscription will automatically renew on the date on which it expires and the payment will automatically be drawn from the provided credit card information. Furthermore you accept, that Dantracker may send service announcements to the email address provided by you.

## **2. Setup fee**

The first time you buy a Dantracker subscription to your tracker, you will be charged a setup fee. The price will appear on the first received invoice. If a subscription has been terminated cf. section 9, you will be charged with a new setup fee if you make a new subscription.

## **3. Payment cards**

The following Payment cards are accepted at [www.dantracker.com](http://www.dantracker.com): Dankort, MasterCard, Visa, Visa Electron, iDeal and Paypal. The amount payable will be withdrawn automatically from your provided payment card, once the "Terms of trade and subscriptions" has been accepted.

## **4. Security on [www.dantracker.com](http://www.dantracker.com)**

Dantracker use DanDomain payment system for payment transactions. DanDomain Payment system meets all the safety requirements which has been approved and certified by Nets. All communication between DanDomain Payment and the cardholder is made via an encrypted SSL connection. This ensures that unauthorized personal has no access to the data being exchanged. Similarly, data sent between DanDomain Payment and Nets payment server are encrypted. Use of credit cards at DanTracker.com is safe and approved by Nets. DanTracker has no access to your credit card information. Certain payment card's has a three-digit security code in addition to the card number and expiration date. Nets need this code to check the payment card. You will find the security code on the back of the payment card in the bottom right corner.

## **5. Privacy Policy.**

### **Use of personal data**

Regarding the delivery of the services and products you have purchased, we will process several personal information. We use personal data for specific purposes, mainly because they are necessary to process to deliver our products and services. Below we have listed a number of these purposes where Dantracker needs to process your personal information.

The starting point for Dantracker's personal data processing relates to the delivery of your acquired services; is that Dantracker is the data controller, as it is us who decide on the purposes and the means of processing personal data.

Dantracker collects personal information for specific purposes only, and the user's personal information is not stored for a period longer than necessary for the specific purpose.

We store and use only the personal data of the user to the extent necessary and reasonable. We continuously store and use the user's personal data for the following purposes:

#### *For subscription management*

We need to process and store several identification information in relation to subscription administration. This is among other things, so that we can make sure that you are set up as a customer at Dantracker. In addition, it is necessary for us in order to continuously maintain information about subscription and billing information.

#### *For communication about your products and services with us*

We also process and keep identification information about you to communicate with you regarding purchases, complaints and product returns. In addition, we also register if you receive and open the mail we send. This helps to provide a better customer experience when you contact us.

#### *Positioning Data*

Positioning data is the data we process when we provide our service to you and which is required for us to provide, process and display positions at dantracker.com and our Apple or Android application.

#### *For development and troubleshooting*

To improve Dantracker's products and services we provide at your disposal, we need to process your personal information as we continually develop, adjust and optimize our services and products to improve customer experience. In addition, we need to process your personal information in situations where errors or disturbances occur in connection with the use of our services and products where we need to quickly identify the cause of the error to correct the error or disruptions.

#### *To police and rescue*

To inform police or rescue service of where you are located, if necessary.

#### *For statistics and analysis*

We use personal data for statistics and analysis to develop, test and improve our products, services and systems, and to analyze trends and patterns about our customers. We anonymize to the extent possible for these purposes. Anonymization means an irrevocable identification.

Data protection laws applies to any processing of personal data. When personal data is anonymous in such a way that it is no longer possible to identify a person, then the data is no longer personal. The rights associated with processing personal data do not apply when anonymization has occurred unless it is possible to provide additional information that makes identification possible.

### **Storage and use of your personal data**

Our storage and use of the user's personal data is on a legal basis. That is, we treat your personal data after consent has been given, for example. in connection with a purchase. This consent you can always choose to pull back.

The processing is necessary in order to comply with the agreement we have established with you. In order for us to provide our services and products to you, we will have to process your personal data, for example. in order for us to send invoices and make sure we can get in touch with you.

We only store the user's information as long as it is necessary. The user's data will then be deleted or anonymized. How long we save the user's data depends on the purpose of saving them.

### **Categories of information**

We treat different personal information about you for various purposes. The categories of personal data we treat are identification information (such as name, email address, address and phone number) and information about your equipment, traffic and location data (such as SIM card number, IMEI number, start and end information, address, username and passwords to dantracker.com).

For purposes of marketing of products and services, we process identification information (such as name, email address, address and phone number).

### **Sharing personal data with Dantracker's collaborators**

We make use of collaborators in a variety of situations. When we use collaborators, we may need to share the user's personal information with them. Our use of collaborators typically takes place in order to support our business, for example. in connection with the delivery of our services and products, administration, marketing, collection, repair, development, etc.

The partners we use are data providers, suppliers, advisors, banks and telecommunications companies.

When we share the user's information with our collaborators, we ensure the necessary warranties and precautions. We do this by making a so-called processor-agreement with them. If our partner is outside the EU / EEA, we will make an agreement that complies with EU-approved standards for transferring personal data.

### **Where we get the information from**

The user's personal information is derived from the information you provided to us in connection with the purchase of our products and / or services. In addition, there are a number of personal information, such as positions and traffic data collected in connection with your use of Dantracker's services and products.

We store information we received from you when you created your subscription and other information that we collect in connection with your use of our products and services.

### **User's rights**

In relation to the personal data we have about you, you have a number of rights that you may make use of under the Data Protection Act. It concerns inter alia the right to know more about what information we have about you. You also have the opportunity to correct incorrect information, retrieve your personal data and withdraw your consent.

If you contact us in order to gain insight into your information or otherwise make use of your rights, we need to make sure that it is the right person who has contacted us before we can hand over or give you the information that you are interested in. Therefore, in this regard, we will verify your identity and that it is your information.

Remember, it is your responsibility to make sure that we always have your correct email address. You can update this at any time by contacting Dantracker support (see more at dantracker.com). In these cases, we will use the contact information that you have notified us.

Messages etc., which you receive from us per. E-mail at the agreed e-mail address has the same legal effect as if they were received by regular mail. This means that you must open and control what is sent to you electronically in the same way as regular mail.

### **Personal data on websites dantracker.com**

The information you provide and the data we collect, we use to improve and target our services to you. This applies to both the website itself and the services you have ordered or subscribed to at dantracker.com and, for example, Receives as email.

### **What information do we collect at dantracker.com?**

We collect three kinds of information on the website:

#### *personal Information*

When you create a user or make a purchase in our webshop, or if you sign up for our newsletter or participate in a competition, then we collect the information you enter. It may be name, email and phone numbers.

#### *Payment information for purchase of hardware and subscriptions*

When making a purchase in our webshop, our data processors; DanDomain and NETS information collects data about your payment card - including card number, expiration date and CVC code.

#### *Information about using the website*

Information on how to navigate the website and which parts of the website you visit as well as technical information about your browser and your operating system. This is collected through the web analytics tools Google Analytics.

### **How we process your information**

Personal information is only used if you are a customer of us and have logged in to dantracker.com's customer portal or have purchased a product through our webshop at dantracker.com/webshop. We use the information to deliver the physical product and target content and offers as well as to provide you with the correct information and services. We store your personal information to track orders or statistics. However, personal information collected in connection with a competition will be used only to withdraw winners, submit prizes and for statistical purposes, unless otherwise expressly stated. Then they are deleted or anonymized.

Payment information for purchase of hardware and subscriptions is handled through the authorized company DanDomain. When you enter your card number, expiration date and CVC in our webshop, this data is transferred to DanDomain in encrypted form. The encryption provides a high level of assurance that unauthorized persons can not access the information. We do not store payment information (card number, expiration date, and CVC code).

Information about which pages on the website you visit are used to customize the website for your needs, for example. By optimizing the flow on the website, which we consider may be an improvement for you.

We will not contact you electronically for the purpose of marketing and user surveys unless you have given your consent or otherwise permitted by law.

## **6. Data exchange**

You are informed of and have agreed that Dantracker stores your data (including positions).

You are familiar with Safety Guard GPS communicating with the Dantracker server and forwarding the information to your user account, or APP, via the electronically subscription.

To the extent that you are handing Safety Guard GPS with subscription over to others, you are obligated to inform the new user of the Dantracker Trade and Subscription Terms.

You acknowledge and agrees that Dantracker carries out regular functional testing and updating of systems and in doing so, seek and exchange physical positions on the connected equipment. Furthermore, you agree that the Dantracker system obtains and communicates data to be processed and stored, and the systems uses location data and movement patterns which Dantracker is entitled to communicate (in anonymous form example for statistical purposes), when these data are not inconsistent with the Privacy Act, including sensitive information and information about other purely private matters. The latest received position is saved on the Dantracker server until termination of the subscription.

## **7. Cardholder responsibility and liability.**

The purchase of the Dantracker system is binding when the Dantracker subscription is set up and the subscription payment is withdrawn from your provided Payment card. The cardholder is required to pay upfront for the whole selected subscription period. For termination subscription, tracker must be deleted from tracker list and subscription will automatically be terminated.

## **8. Change of address.**

Change of address must be notified Dantracker via the user profile on Dantracker.com within 14 days after the address has changed. It is your sole responsibility to continually update your user profile with personal information (eg. phone no., Email, address) which makes Dantracker able to contact you within reasonable time.

## **9. Termination of Subscription.**

You may terminate the subscription agreement at any time with effect from expiration of the chosen subscription period (after 1, 3, 6, 12, 24, 36, 48, 60 or 120 months), unless otherwise specified in a special agreement with Dantracker.

By termination Dantracker will close your user tracker and connection at the same day the subscription period ends. You are obligated to pay all costs until the terminated subscription period ends. Termination of subscription agreement must be in writing via the website [www.dantracker.com](http://www.dantracker.com). If a subscription is terminated, Dantracker will not make any future withdrawals from your provided Payment card.

## **10. New tracker and Continuation of subscription.**

You are able to transfer your subscription to any new tracker and maintain the paid subscription period.

## **11. Return Policy**

You can always return a Safety Guard GPS in unopened original packaging. It shall be returned to the dealer where it was purchased, unopened and with receipt. Your subscription purchase, is subject to the statutory withdrawal period of 14 days. However, you can ONLY withdraw the purchase if you have not taken the subscription in use.

IMPORTANT: As soon as you have completed your purchase on [www.Dantracker.com](http://www.Dantracker.com) you have officially taken your subscription to use. If you want to use the statutory right to withdrawal, you must immediately after purchase log off and not sign in again and contact Dantracker's Customer Service to inform, that you have regretted your purchase.

## **12. Warranty**

You automatically have a 2 year guarantee for your Safety Guard GPS, from the date on which you create and buy the subscription. The guarantee is automatically calculated on our website, where you also have the opportunity to complete an RMA request to Dantracker. Calculations show that a Safety Guard GPS, can hold battery up to 10 years (in stand-by), but max 14.000 GPS tracks under optimal conditions. Dantracker cannot guarantee these numbers as the data is obtained by test and calculation.

## **13. Support**

As long as your Subscription runs, you have the opportunity to receive e-mail support within Dantracker regular business hours. All queries are processed in the order they enter.

## **14. Liability**

Dantracker cannot at any time be held liable for direct or indirect loss arising from the use of our products.

## **15. Functionality of the system**

Dantracker does not guarantee - and is not responsible - whether a given object registered to a subscription agreement can actually be found.

NOTE: Safety Guard GPS is made with traditional standard technology and can only forward its position if the location is within GSM mobile network coverage and the antenna can receive signals from satellites and cellular towers.

## **16. Disputes**

Disputes between Dantracker and buyer is sought solved amicably. If this fails, either party may refer the dispute to the Danish courts for full and final settlement.

Please print these terms and save them.

Best regards

Dantracker Technology Company ApS

VAT: 37299898