



Terms and Conditions

These Terms and Conditions represent the agreement between Customer and Altrak - One Stop GPS.

General

Customers agree that these Terms and Conditions, Business Terms, Privacy Policy and other legal documents posted on the website and mobile application have been written in English.

Altrak - One Stop GPS Tracker is an equipment tracking tool that uses a GSM card as a means of sending data to the server and the user is required to arrange top-up subscription so that the GPS continues to Work.

Altrak - One Stop GPS is not obliged to continuously monitor the user's vehicle, and on this, Altrak - One Stop GPS only provides GPS Tracker installation tools and services. We are not responsible for the origin of the vehicle installed. Customer agree and understand that the GPS, Platform and the Sim card GSM are integrated.

The warranty is 365 days from the date of installation (warranty does not include transportation and accommodation). Visit fee for device repair/card replacement/etc. (technician to the customer's place) will be submitted by separate quotation.

Eligibility

To access or use the services provided by Altrak - One Stop GPS, Customer must be an authorized representative of Customer's legal entity or at the age of majority according to the relative legislation. By accepting these Business Terms, Customer assure that the information Customer provide is accurate, complete and always present. Inaccurate or incomplete information may result in the immediate termination of the Customer's account via Altrak - One Stop GPS.

Confidentiality

Customer are responsible for maintaining the confidentiality of Customer's account and password, including but not limited to the restriction of access to Customer's computer/mobile device and/or account. Customer agree to accept full responsibility for any and all activities or actions that occur under Customer's account and/or password. We accept no liability for any losses or damages incurred as a result of Customer's account details being shared by Customer.

Customer must notify Altrak - One Stop GPS immediately upon becoming aware of any breach of security or unauthorized purchase or other irregular use of Customer's account.

Intellectual property

Altrak - One Stop GPS is, and shall be, the sole and exclusive owner of all titles, logos, trademarks and copyrights displayed on the website and mobile application or contained in the documents and other materials that are created, made or conceived in the course of performing the services, including all intellectual property rights therein (hereinafter – intellectual property). Customer shall not copy, reproduce, store, transmit, broadcast,

publish, modify, create a derivative work from, display, perform, distribute, redistribute, sell, license, rent, lease or otherwise use, transfer (either in printed, electronic or other forms) or exploit any intellectual property, in whole or in part, for commercial purposes or in any way that does not comply with these Terms of Use or applicable laws without prior written permission of Altrak - One Stop GPS. In addition, the look of the website and mobile application, including all page headers, custom graphics, button icons, and scripts, is the trademark of Altrak - One Stop GPS and may not be copied, imitated, or used, in whole or in part, without the prior written permission of Altrak - One Stop GPS.

The use or misuse of Altrak - One Stop GPS's trademarks or other intellectual property, except as specifically permitted by these Terms of Use, is prohibited. Customer shall promptly notify Altrak - One Stop GPS if Customer recognize or suspect that any of Altrak - One Stop GPS's intellectual property rights has been violated or infringed.

Software Piracy

Altrak - One Stop GPS Software Piracy is stealing. If Customer or Customer's company were caught pirating Altrak - One Stop GPS software, Customer could be held liable under both civil and criminal law according to applicable laws.

Customer can anonymously report piracy of Altrak - One Stop GPS by e-mail to customercare.agce@altrak1978.co.id

Restrictions

Altrak - One Stop GPS accounts are non-transferable and funds are not refundable for active accounts. Altrak - One Stop GPS does not allow hidden tracking. Customer cannot use our services to track a person without their permission or an object without the owner's permission. Customer cannot use Altrak - One Stop GPS services where such actions are illegal. Customer cannot send automatic requests to Altrak - One Stop GPS, try to mislead Altrak - One Stop GPS authentication measures, try to reverse engineer our software or our protocols and be involved in activities which damage our systems. Altrak - One Stop GPS accounts are non-transferable, and funds are not refundable for active accounts. It is Customer's responsibility to make sure that Customer's use of GPS tracking does not violate provisions of relevant legislations and Customer agree to accept full liability for any violation of aforementioned terms.

Disclaimer

Customer's use of the services is at Customer's own risk. Customer understand and agree that the services provided by Altrak - One Stop GPS are provided as is and as available, without express or implied warranty or condition of any kind. Altrak - One Stop GPS makes no representations about the suitability of the services and does not warrant that: i) the services will be of satisfactory quality, uninterrupted, secure or available at any particular time or location; ii) the services will not infringe the rights of third parties; iii) the services will be compatible with all systems; iv) the content on the website and mobile application is free of viruses or other harmful content; v) the results of using the services will meet Customer's requirements.

No part of the website or mobile application is intended to constitute advice and the content of the website or mobile application should not be relied upon when making any decisions or taking any action of any kind.

GPS signal and/or GSM signal interference is very likely to occur in the event in this case, it is possible that the data received by the server is incomplete or does not exist at all and the vehicle may not be traceable (either via SMS or the Web), is not part of Altrak - One Stop GPS responsibility.

Indemnification

Customer agree to defend, indemnify and hold Altrak - One Stop GPS, its affiliates, directors, officers and employees harmless, including costs and attorney's fees, from any claim or demand made by any third party due to Customer's use of the services, Customer's violation of these Terms of Use, and/or Customer's violation of any other right of any person or entity.

Customer agree that Altrak - One Stop GPS, its affiliates, directors, officers or employees shall not in any circumstances be liable for any loss of profits, business, business opportunities, revenue, reputation, goodwill, anticipated savings or wasted expenditure, any loss or corruption of data or information, any loss or liability under or in relation to any other agreement, any indirect or consequential losses or any punitive, exemplary or special damages arising from or relating to any errors or failures of performing the services on the website or mobile application by Altrak - One Stop GPS, regardless of any notice of the possibility of such damages.

Altrak - One Stop GPS has no liability for any disruption or non-availability of the Web Site resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.

Altrak - One Stop GPS shall not be liable for any improper or incorrect understanding of the information described and/or contained herein and assumes no responsibility for anyone's misunderstanding of such information.

Nothing in these Terms and Conditions excludes or restricts Altrak - One Stop GPS liability for any direct or indirect loss or damage arising out of the incorrect delivery of Goods or out of reliance on incorrect information included on the website or mobile application.

Changes to Terms and Condition

Altrak - One Stop GPS has the right to change these Terms and Conditions at any time for any reason without prior notice.

Notices

Any notice or other communication between Customer and Altrak - One Stop GPS shall be sent by post to the address of Altrak - One Stop GPS: Jl. RC. Veteran Raya No.4, Bintaro, Kec. Pesanggrahan, Kota Jakarta Selatan, Daerah Khusus Ibukota Jakarta 12330, Indonesia or by e-mail to customercare.agce@altrak1978.co.id. Such notice will be deemed received 3 days after posting if sent by first class post, the day of sending if the e-mail is received in full on a business day and on the next business day if the e-mail is sent on a weekend or public holiday.

No Waiver

In the event that any party to these Terms and Condition fails to exercise any right or remedy contained herein, this shall not be construed as a waiver of that right or remedy.

Severance

If any provision of these Terms and Condition is invalid, illegal or unenforceable in any respect under any applicable legislation, the provision shall be deemed omitted to the extent that it is invalid, illegal or unenforceable. In such a case, the remaining provisions of these Terms and Condition shall be binding.

Governing law

These Terms and Conditions shall be governed by and construed in accordance with Indonesian law.

Dispute resolution

Customer agree to make a diligent, good-faith attempt to resolve any disputes or controversies relating to or arising out of these Terms and Conditions by informal negotiations within 30 (thirty) calendar days. During the time of informal negotiations, Customer agree to refrain from any action or behavior, including, but not limited to actions in the media or social networks that may harm the reputation of Altrak - One Stop GPS, its affiliates, employees or clients, or cause the damage to Altrak - One Stop GPS, regardless of where and when such actions would occur. In case of failure to solve any such dispute or controversy by way of negotiations, or if negotiations do not begin, the courts of Indonesia shall have exclusive jurisdiction to settle any dispute arising out of or in connection with these Terms and Conditions.