

Terms and conditions

Definitions and interpretations

Unless the context requires otherwise, the following phrase (singular or plural) shall have the following meanings in these terms and conditions:

“**Terms**”: These terms and conditions apply to the provision of tracking panel Services to end Users and the provision of Devices to Resellers by Goods3K.

“**Goods3K**”, “**We**”, “**Us**”: Goods3K BVBA is the official name of the company which provides the tracking panel Services to end Users and Devices to Resellers.

“**Service**”: All services offered at the website unpack-and-track.com inclusive all related Services.

“**Device**”: GPS tracker purchased from Goods3K or one of his Resellers intended to use exclusively with the Service.

“**User**”: Owner of a Device and User of the Service

“**Reseller**”: Resellers of the Devices which are exclusively intended to be used with the Service.

“**Order**”: Request for usage of the Service from a User or purchase of (a) Device(s) from a Reseller or from a customer of Goods3K.

“**Credits**”, “**Top ups**”: Location or SMS credits which need to be purchased in order to use the Service.

General

For all Orders placed with Goods3K only these Terms apply. Goods3K herewith rejects buyer's terms and conditions, which do not apply even if not expressly rejected. These Terms also apply to all subsequent and additional Orders. We may, from time to time, change some or all of the Terms. The Terms which will apply to you are those which appear on our website on the date you ordered from us (your Order). You should print out and retain a copy of those terms at the time at which you send us your Order. All descriptions and illustrations on this website are intended merely to present a general idea of the Service. All items published by Goods3K are an invitation to treat and not an offer to supply. Orders are considered to be binding for the buyer. Any advice or recommendation given by Goods3K to the buyer in regard to storage, application or usage which is followed or acted upon is at buyer's own risk. Goods3K shall not be liable for any such advice or recommendation given. By placing an Order, the buyer signifies that he/she is of legal age, understands the language the Terms are written in; has read, understood and agreed to these Terms.

Prices

All prices are in Euro and subject to the laws of the Value Added Tax (BTW). Goods3K reserves the right to alter prices within a reasonable manner at any time without prior notice to reflect any increase in cost to Goods3K. Goods3K reserves the right to re-invoice an Order where an incorrect price has been submitted for an item due to administrative or technical error. If the buyer does not agree with the correct price, the buyer is not required to continue the purchase, and may ask for a refund in case of previous payment.

Payment

Unless otherwise agreed, we ask a payment with Order or prior to delivery of the goods or Credits. All costs, charges and expenses incurred by us in recovering any debt shall be paid by you.

Assignment

We reserve the right to transfer any debt to us or other elements of our contract with you, or other liabilities in part or whole to a third party.

Credit Checking & Validity

We reserve the right to link up with credit reference and other agencies with regard to your status and submit information accordingly and in line with relevant legislation.

Registering the Device

Your Device consists of a GPS tracker, which determines the location of the Device by using signals from GPS satellites, and a GSM mobile phone SIM, which is used to report that location over the mobile phone network of our preferred supplier, to the Service. Accordingly:

- you accept that the Device must be able to communicate with the appropriate GPS satellites, by line of sight, so the Device is not guaranteed to work indoors or where the line of sight is hampered;
- you also accept that the Device must be in the reception range of our preferred GSM network supplier. If the Device loses connection, the Service will continue to show the last known location of the Device.

In Order to activate the Device and use the Service, you must correctly enter in the 6 last digits of the IMEI number supplied with your Device, in Order to set up an account with us. You must also keep the credit on that

mobile account topped up. If you enter the wrong numbers, you may end up crediting someone else's account and it is unlikely that you will be able to get that money back. You will also not be able to use the Device with the Service and will not receive alerts or other messages.

We strongly recommend that you check the numbers carefully and then set up an alert and test whether you receive it.

Only Devices purchased from Goods3K or one of his Resellers are allowed to be used with the Service.

Access to the Service

Access to the Service is password protected. The User should at all time keep his password secret. Loss of password and misuse of the account will be the responsibility of the User. The User will be responsible for occurring costs.

Use of SIM card

If you damage the supplied SIM, you may not be able to use the Service until we send you a replacement. We will charge you 30€ for any replacement of the SIM card.

The User should inform Goods3K immediately on becoming aware that any Device or SIM card has been lost or stolen or when any person is making improper or illegal use of the Device or SIM card. The customer will be responsible for any charges incurred as a result of unauthorized use of any Device, or SIM card, or the information contained within a SIM card until Goods3K has received a request from the User to suspend the Service to that Device or SIM card.

Note that the Device and Service are set up to work ONLY with the SIMs we provide. You must not use any other SIM with your Device as it will not work with the Service. Or you cannot use the SIM in any other Device (recognizable by IMEI number) as it was registered with. Please note that opening or tampering with the Device, including by replacing the SIM with a third party SIM, will invalidate the warranty of the Device.

The Service

As with any GPS or mobile data Device, the accuracy of the location information shown on the tracking panel depends on, amongst other things, the quality of the connection between the Device and the GPS satellites and the connection with the mobile phone network. These can be affected by environmental factors such as bad weather or the presence of tall buildings, because of that information can be delayed, corrupted or lost. The information on the tracking panel is therefore to be regarded as being a guide to the location of the Device at the time of the last update received from it, and subject to error.

We cannot accept liability for any loss or damage incurred by you or any third party using your Device, arising from the Service or the Device, from any information displayed as part of the Service or from any unavailability of any of them. Use of the Device and the Service is not a substitute for proper care and supervision of the item to which the Device is attached. It is your responsibility to ensure you have any relevant insurance and to consider and decide whether the Device and Service are appropriate for your needs.

Our total liability to you and any third party using your Device, arising out or in connection with the Device or the Service, and whether in contract, will be limited to the aggregate of the price paid for the Device and the most recent charges paid for the Service (if any). We do not accept liability for any indirect or consequential losses, or for loss of profit, business or revenue, whether directly or indirectly.

If at any time we believe that you have broken these Terms or the terms of any other agreement with us, or are using the Device or the Service improperly or illegally, we may terminate or suspect the provision of the Service immediately. We will inform you by text or by e-mail to the contact details you have given us if we have taken, or intend to take, such action.

Credits

You must keep your SIM card account with us in credit in order to receive the Service (including for any test messages or other messages from us). You can top your account up over the Internet. Credits will typically take up to 4 hours to reach your account with us during normal office hours; however we recommend that you allow 24 hours.

If your account runs out of Credits, or a payment is not made on time, we reserve the right to suspend or terminate the Service. If you lose or forget your account access information, then we may not be able to recover any balances and you may need to set up a new account, and purchase a new SIM card from us. Our SIM cards are set up to work on our selected networks in the EU. Use of the Device outside the EU is forbidden. Data roaming charges may apply for using another network or if you use the Device outside the EU. You will be responsible for these data roaming charges outside the EU and we'll have the right to invoice and charge you. Credits will automatically expire 6 months after they were ordered. The SIM card in your Device will automatically be disconnected from the GSM network and you'll have to purchase new Credits in order to be able to use the Service with the Device again.

Continuity of the Service

Goods3K will do all possible efforts to assure the continuity of the Service. However Goods3K has the right to interrupt the Service at all time. Some examples of an interruption are, but are not limited to, modifications, technical failures, if the User fails to comply with these Terms, fraudulent use, ... During any period of suspension the User shall remain liable for all charges related to his account. In the case that Goods3K or one of the 3rd parties necessary for providing the Service will become bankrupt or for any other reasonable reason will have problems providing the Service, Goods3K will do all possible efforts in order to assure the continuity of the Service but will not be hold responsible for any loss, damage or expenses of any kind, arising directly or indirectly out of a temporary interruption or a total shutdown of the Service.

Buyer's Complaints

If the user or reseller has problems with an item, please contact us, and we will help you to solve those problems.

Limitation of Liability

It is the responsibility of the buyer to obtain and abide by all applicable country or federal laws in regard to the use of our Service or Devices and that they will be used in a lawful manner. Goods3K bears no responsibility or liability associated with use or misuse. The buyer is responsible for any loss, damage or expenses of any kind, arising out of the use or misuse of our Service or Devices. By placing an Order, the buyer represents that he/she is of legal age, understands the language these terms are written in and that the products will be used only in a lawful manner. No liability will be accepted for use of these products and for any prosecution, damage or other consequence arising from such use.

Note that that it's illegal to use tracking Devices and the related Service without the consent of all the parties involved.

Force Majeure

Whilst we will use our reasonable endeavours to complete our obligations under these Terms, we will not be liable to you or be deemed to be in breach of this agreement if we need to cancel this agreement due to our inability to secure labour, materials or supplies or as a result of any act of God, war, strike or other labour dispute, fire, flood, drought, legislation, criminal damage, equipment or technical failures, including the unavailability of third party telecommunications, services, lines or other equipment, or other causes beyond our control.

Privacy Policy

We will collect personal information about you when you register with us. This will enable us to set up an account with us and with our mobile phone provider, so we can provide the Service to you. As part of the Service, we will send you SMS, e-mails and other messages and alerts in accordance with the way you have configured the Service and to inform you of changes or problems. Therefore it is important that you keep your contact details up to date. By entering into these Terms, you agree that we may collect, store, use and disclose your data, and contact you, as set out above. We will not give your information to any third parties for marketing purposes or disclose them to anyone other than as needed to provide the Service or as required by any applicable laws or civil authorities.

Jurisdiction

Any dispute arising out of these Terms and any claim based on use of information from this website shall be governed by the Belgian Law. The Courts of Hasselt, Belgium will deal with all possible disputes (establishment, interpretation, execution, etc.) relating to the transaction.