

GpsGate.com VehicleTracker Subscription Agreement

Welcome to GpsGate.com! You must agree to these terms of use before using your account.

Franson Technology AB grants you the right to use the Service only upon the condition that you accept all of the terms contained in this subscription agreement. Please read the terms carefully. If you do not agree to these terms, Franson Technology AB is unwilling to offer the Service to you, in which event you should not use the Service.

1. USAGE

You agree that you will use the Service in compliance with all applicable laws, rules and regulations. You shall not: (i) use the Service to upload, transmit or otherwise distribute any content that is unlawful, or is otherwise objectionable; (ii) upload, transmit or otherwise distribute content that infringes upon another party's intellectual property rights or other proprietary rights or obligations; (iii) prevent others from using the Service; (iv) use the Service for any fraudulent or inappropriate purpose. Violation of any of the foregoing may result in immediate termination of this Agreement, and may subject you to other legal consequences. Franson Technology AB reserves the right, but shall have no obligation, to investigate your use of the Service in order to determine whether a violation of the Agreement has occurred or to comply with any applicable law.

User accounts cannot be shared or used by more than one individual user but may be reassigned from time to time to new users who are replacing former users that no longer use the Service. Subscriptions include storage of incoming position updates every minute. Position updates are also stored if an object has turned more than 40 degrees or moved more than 500 meters in less than a minute. SMS support is included in GpsGate Server Subscriptions. Up to 25 outgoing SMS per month are included per User Subscription.

You agree that the Service is provided on an as is basis. Franson Technology AB will make reasonable efforts to keep the Service available and minimize periods of unavailability. Franson Technology AB disclaims all responsibility and liability for the availability, timeliness, security or reliability of the Service. Franson Technology AB also reserves the right to modify, suspend or discontinue the Service with or without notice at any time and without any liability to you.

2. MAP TRANSACTION FEES

Google Map transactions are included in this agreement. Franson reserves the right to establish or modify its general practices and limits relating to Google Map transactions.

If you want to use custom maps you will handle custom map licensing. Custom maps should be in WGS84 projection as raster files, such as GeoTIFF or JPEG.

3. RIGHTS

You acknowledge that Franson Technology AB owns all rights in and to the Service, including without limitation all intellectual property rights. Accordingly, you agree that you will not copy, reproduce, alter, modify, or create derivative works from the Service.

Franson Technology AB will not make your data public without your explicit permission as we understand that privacy is of importance to you. However, you do agree that Franson Technology AB may monitor or disclose your data in order to comply with applicable laws, rules and regulations. Franson Technology AB reserves the right to use anonymized data from the Service to develop our offerings. Personal information collected by Franson Technology AB may be stored in any country where Franson Technology AB or its affiliates are represented. By using this service you agree to the transfer of such information to outside of your country.

4. PAYMENT

Fees for the Service are to be paid monthly in advance in accordance with charges and billing terms in effect at the time. Payments are to be made monthly in advance unless otherwise mutually agreed upon. All payment obligations are noncancelable and all amounts paid are nonrefundable. Franson Technology AB reserves the right to suspend or terminate all or part of the Service if actual payment has not been received in time. Licenses are valid for one payment period from the day payment is received. Franson Technology AB reserves the right to modify its fees and charges and to introduce new charges at any time, upon at least 30 days prior notice to you, which notice may be provided by e-mail. All pricing terms are confidential, and you agree not to disclose them to any third party.

You agree and acknowledge that Franson Technology AB has no obligation to retain Customer Data and that such Customer Data may be irretrievably deleted if payments for your account are delayed 90 days or more.

5. TERMINATION

You may cancel your use of the Services and/or terminate this Agreement with or without cause at any time by providing notice to Franson Technology AB. Franson Technology AB may at any time and for any reason terminate the Services, terminate this Agreement, or suspend or terminate your account. In the event of termination, your account will be disabled and you may not be granted access to your account or any data contained in your account. Applicable sections of this agreement, (including the section regarding limitation of liability), shall survive expiration or termination. You agree and acknowledge that Franson Technology AB has no obligation to retain Customer Data and that such Customer Data may be irretrievably deleted if your account is terminated.

6. MODIFICATION OF TERMS

Franson Technology AB reserves the right to modify the terms and conditions of this Agreement at any time, effective when an updated version of this Agreement is posted on the Service. You must in such case agree to be bound by such modifications or discontinue to use the service.

7. NO WARRANTY

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SERVICE IS PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESSED OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. FRANSON TECHNOLOGY AB IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

Each User is solely responsible for determining the appropriateness of using the Service and assumes all risks associated with its exercise of rights under this Agreement, including but not limited to the risks and costs of program errors, compliance with applicable laws, damage to or loss of data, programs or equipment, and unavailability or interruption of operations.

8. DISCLAIMER OF LIABILITY

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER FRANSON TECHNOLOGY AB NOR ANY CONTRIBUTORS SHALL HAVE ANY LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS), HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THE SERVICE OR THE EXERCISE OF ANY RIGHTS GRANTED HEREUNDER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. GENERAL

If any provision of this Agreement is invalid or unenforceable under applicable law, it shall not affect the validity or enforceability of the remainder of the terms of this Agreement, and without further action by the parties hereto, such provision shall be reformed to the minimum extent necessary to make such provision valid and enforceable.

All Recipient's rights under this Agreement shall terminate if it fails to comply with any of the material terms or conditions of this Agreement and do not cure such failure in a reasonable period of time after becoming aware of such non-compliance. If all Recipient's rights under this Agreement terminate, Recipient agrees to cease use of the Service as soon as reasonably practicable. However, Recipient's obligations under this Agreement shall continue and survive.

This Agreement is governed by the laws of Sweden and applicable international agreements and laws. All legal issues are settled in Sweden by Swedish laws.