***Customer Activation Form***

***Channel Partner Code:*** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |
| --- | --- |
| **Name of the Customer** |  |
| **Address** |  |
| **Contact Person** |  |
| **Contact Number** *(Mobile)* |  |
| **E-mail** |  |
| **Device Model** |  |
| **Subscription Plan** |  |
| **No of Devices** |  |
| **Device ID** | **1.****2.****3.****4.****5.** |
| **GSM Data Carrier** |  |
| **SIM Number** |  |
| **MDN Number** |  |
| **SIM Status** |  |
| **Date and Time of Activation / Installation** |  |

**Documents Attached:**

* **Photograph** *(passport sized).*
* **Photo ID Proof: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**
* **Address Proof: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

***1. Terms and Conditions***

*1.1 All contracts for the sale of products or services made by Spoter or its authorized Channel Partners are deemed to include these Terms and Conditions of Sale (the Terms) which shall prevail over any other document or communications between the parties unless otherwise agreed in writing. For the purpose of this document the term Product includes vehicle tracking systems, equipment and accessories, the term Services shall include delivery and replacement of Products and the provision of data, reports and other information, the term SIM card shall mean any subscriber identity modules used in any of the Products, and the term Customers shall mean any individual entering into a contract for the purchase of Products or Services from Spoter. If any part of the Terms should be found to be invalid or unenforceable by a court or other competent authority, then the rest shall not be affected. Each of the parties agrees that these Terms represent the entire agreement between them.*

*1.2 Any notice to be given in respect of these Terms by either of the parties shall be in writing and delivered to the principal place of business.*

***2. Payment Terms***

*2.1 The Fees are payable to Spoter subject to the following conditions:*

*2.2 Fees payable yearly will be paid in advance and will not be refundable in whole or part if the Agreement or relevant part is terminated during the period to which the payment relates;*

*Spoter will inform those whose fees are payable in writing. Customers will be required to pay any outstanding balance within 7 days via authorized Channel Partner.*

*2.3 Any sums payable to Spoter under the Agreement are inclusive of value added tax or any similar taxes, levies or duties.*

*2.4 All sums payable to Spoter under the Agreement must be paid in full advance with no set off or deduction.*

*2.5 Where the Customer authorizes payment of any of the Fees by credit and or debit card then Spoter may deduct other amounts becoming payable to it under the Agreement from that credit or debit card without obtaining additional authorization from the Customer.*

*2.6 without prejudice to any other of its rights and remedies, Spoter will be entitled to discontinue the provision of Services to the Customer if any amount due under the Agreement is not paid within 14 days of its due date for payment. There will be an additional administration fee added.*

***3. Delivery and installation***

*3.1 All delivery times and dates are approximate, but Spoter shall use its reasonable endeavors to respect them. Time shall not be of the essence and Spoter shall not be liable for any loss or damage resulting from late delivery.*

*3.2 Installation is carried out by the authorized Channel Partner or any individual appointed by the CP. Spoter shall not be liable for any loss or damage whatsoever, arising directly or indirectly, as a result of any negligence.*

***4. Warranties***

*4.1 Spoter guarantees to the Customer that the Products purchased will be free from defects for a period of* ***12 months*** *from delivery unless otherwise stated on the order confirmation. Should the Products be defective within the period, Spoter will repair or replace them within a reasonable time using components or replacements that are new, or equivalent to new.*

*4.2 Spoter does not warrant that the Products are fit for any particular purpose, nor that the Services will be without disruption, not that any reports, date or information provided as part of the Services will be free from errors, omission, inaccuracies or nonconformities, and that Spoter shall have no liability or obligation to the customer in this respect excepts as provided hereunder. Spoter shall not be liable for and provide no warranty for any damage caused by the customer or his representative through incorrect installation, use, modification or repair of the Products, nor for any accidental or other damage to the Produces cause by any party or external force.*

***5. SIM Cards***

*5.1 The Customer shall not remove, or permit or allow others to remove, any SIM Cards from any of the Products. The Customer is responsible for the loss or theft and any consequent (including fraudulent or improper) usage of the SIM Cards. In the event that Spoter has reasonable ground to believe that the Customer may be in breach of the provisions of this clause, Spoter may, at its sole discretion, discontinue the provision of Services to the customer on any one or all of the Products supplied to the Customer.*

***6. Liability***

*6.1 Whilst Spoter makes every attempt to ensure the accuracy and reliability of the information contained in the website this information should not be relied upon as a substitute for formal advice.*

*6.2 Nothing in these Terms shall exclude or limit Spoter's liability for death or personal injury caused by Spoter's negligence or its Products, Services or information on the website. In the case of any claim made against Spoter for disruption to the Services or any error in the information provided, Spoters' liability shall not exceed the total price paid by the Customer for their Services for the duration of any such disruption or error and only in respect of those Products for which the Services were affected.*