

**TERMS & CONDITIONS:**

This Term and Conditions (“Agreement”) sets out the terms and conditions governing the use of the Services provided by Jigsaw Business Solutions Inc. (JBSI) – VTEI to its eligible Subscriber. This Agreement is to be read conjunction with any instructional material as well as any other terms and conditions which JBSI may prescribe from time to time. Should there be any conflict between this Agreement and any other agreement that the Subscriber mat have with JBSI or any of its subsidiaries, affiliates and/or business partners, this Agreement shall prevail to the extent that I relate to the provision of the Services.

**SECTION 1: THE SERVICES**

**DEFINITIONS**

**AGREEMENT** – means this Terms and Conditions as may be varied by JBSI from time to time  
**ALERT** – means any request, instruction, applications, authorized or notice by JBSI alerting or prompting the Subscriber of any possible Theft occurrences (either attempted or otherwise) or by the Subscriber to JBSI and such includes but not limited to any request by the subscriber to JBSI of any Recovery Services, where applicable;  
**DATA CENTER** – means that data center, wherever situated, operated by JBSI for the provision of the Services;  
**GPS/GNSS** – means the worldwide satellite-navigation systems of satellites and receiving devices used to compute and locate the position of the Vehicle;  
**GSM** – means that Global System for Mobile Communications, a technology that is widely used in all standard digital mobile phones that enables information to be communicated by the Subscribers to the 24/7 Call Center and vice versa;  
**NOTIFICATION** – means any information, request, instruction, application, authorization or notice made by JBSI or by the Subscriber including any alert from the Date Centre in respect of the Telematics Services;  
**PRICE** – means the price that includes the Telematics Equipment and the Subscription fee as set out in the brochures, pamphlets, or any other marketing materials at the relevant times;  
**RESPONSE SERVICES** – means subject to the terms and conditions of this Agreement, the vehicle security and tracking services provided by JBSI in tracking, locating and recovering the Vehicle with the use of the combined technologies of GPS and GSM;  
**24/7 Call Center** – means the designated area of place where the Data Centre, Customer Service, Help Desk and Control Room are located;  
**SERVICES** – means the Response Service, Telematics Services and other Services JBSI may provide from time to time;  
**SUBSCRIBER** – means a natural person that has been approved by JBSI for the provision of the Services;  
**TELEMATICS EQUIPMENT** – means the tracking device installed in the Vehicle that enables JBSI to provide the Services;  
**TELEMATICS SERVICES** – means the mobile and web application services through Alert and/or Notification that enables the Subscriber to, manage, identify and locate the Vehicle as provided in the User Manual or any other instructional materials and as JBSI may prescribed from time to time;  
**THEFT** – means any circumstance where the Vehicle is stolen, towed or is taken away and/or is being removed either by force or under duress from the Subscriber’s custody or without the Subscriber’s consent, approval or authorization. The theft shall also mean to include any circumstance or event of hijack of Vehicle by any third party;  
**USER MANUAL** – means JBSI user guide that is provided together with the Telematics Equipment;  
**VEHICLE** – means the vehicle fitted or to be fitted with the Telematics Equipment;  
**WARRANTY** – means the warranties set out in the User Manual; and  
**WARRANTY PERIOD** – means the warranty period set out in the User Manual  
**WEB/MOBILE PASSWORD** – means the password assigned to the Subscriber, which is to be used for verification and authentication purposes in order for the Subscriber to access the Services via mobile and/or web application.

**1. AGREEMENT PERIOD**

1.1. Subject to Clause 1.2, this Agreement shall commence on the date of activation of Services by JBSI.  
1.2. Before or upon approval by JBSI of the Subscriber’s application, as the case may be, the Subscriber shall commit to pay JBSI the Price and all the charges described in the brochures, marketing materials or as prescribed by JBSI from time to time.

**2. SUBSCRIPTION TO THE SERVICES**

2.1. Subject to the terms and conditions herein, the Services are made available for application and subscription by the Subscriber for the use of the Services in Philippines only.  
2.2. In the event that the Subscriber is not the registered owner of the vehicle, the Subscriber is solely responsible to ensure that the registered owner consents for the Telematics Equipment to be fitted into the vehicle for the subscription of the Services. JBSI shall not in any losses or damages either to the Vehicle or to the registered owner for any act, failure or omission by the Subscriber to obtain such consent from the registered owner whether such acts, failures or omissions by the Subscriber are made intentionally, fraudulently or negligently.  
2.3. Any application to subscribe for the Services and to activate thereto shall be subjected at all times to JBSI’s sole and absolute discretion and JBSI reserves the right to accept or reject the application.

**3. THE SUBSCRIBER’S RESPONSIBILITY OF WEB/MOBILE PASSWORD**

3.1. The Subscriber agrees and acknowledges that the Web/Mobile Password is to keep confidential and is not to be shared or disclosed to any person whomever, including any offices of JBSI and/or its employees and agents.  
3.2. The Subscriber shall, at all times ensure that he or she observes all security measures as may be prescribed by JBSI in relation to the Web/Mobile Password. The Subscriber shall take all reasonable precautions necessary to ensure that no other person or persons have or will be granted access to the Web/Mobile and such precautions may include among others, immediately memorizing the Web/Mobile Password and not retaining the web/Mobile Password in any physical or visible form.  
3.3. The Subscriber agrees to be responsible for any access and/or use of the Services made via the Web/Mobile password whether in fact such access and/or use is made by the Subscriber or by any person(s) purporting to be the Subscriber.  
3.4 If the Subscriber discovers or has reasonable reasons to believe that the Web/Mobile Password has been compromised in any way and/or any statement, data or information has been received which indicates unauthorized usage has been taken place or is otherwise not intended for the Subscriber, the Subscriber shall immediately take steps to vary, change and replace the current Web/Mobile Password with a new Web/Mobile Password by either following the procedure prescribed by JBSI as set out in the User Manual or notify JBSI directly at its Call Center for a new Web/Mobile Password to be issued.  
3.5. Upon JBSI’s receipt if such notification made pursuant to Clause 3.4, the Subscriber agrees and acknowledges that JBSI may at its sole discretion suspend the account until a new Web/Mobile Password is issued.

**4. PROVISION OF SERVICES**

4.1. The Subscriber agrees and acknowledges that JBSI shall use reasonable efforts the Services to the Subscriber. Where applicable, Subscriber acknowledges that some of the Services provided by JBSI relied on the response of third party service provider’s which JBSI has no control or management over them. Such services include but not limited to services provided by **Philippines Emergency Response Services**.  
4.2. The Subscriber agrees and acknowledges that any Notification and/or Alert transmitted to and/or received by JBSI through the use of Web/Mobile Password shall be deemed as genuine Notification or Alert made by the Subscriber. For avoidance of doubt, JBSI is under no obligation to verify the said Notification and/or Alert with the Subscriber to determine its authenticity but JBSI may at its sole discretion, do so for its own purpose. In the event that such Notification and/or Alert is proven to be fraudulent, fictitious, false or untrue. JBSI shall have the right to charge the Subscriber for all costs and expenses incurred by JBSI or its authorized persons in attending to and/or in providing assistance following the fictitious, false or untrue information provided by Subscriber.  
4.3. The Subscriber agrees and acknowledges that the execution of this Agreement by the Subscriber does not in any way mitigate his or her duty to ensure that all security measures are taken in respect of the Vehicle whilst in the Subscriber’s custody including locking the Vehicle, placing the Vehicle a safe location and ensuring that the Telematics Equipment is operational.

**5. RECOVERY SERVICES (where applicable)**

5.1. In the event of Theft, the Subscriber shall immediately notify and alert the Call Center. Upon receiving such Alert, Call Center shall track, locate, establish and manage the Vehicle as stated in Clause 5.4 below.  
5.2. It is sole responsibility of the subscriber to alert and/or report to the relevant authorities on the Theft and/or unauthorized removal of the Vehicle and to lodge a written police report at the nearest police station without any delay. The Subscriber shall provide the JBSI with the police crime reference number, the name of the police officer in charge, the telephone number and address of the relevant police station where the written report has been lodged.  
5.3. Notwithstanding anything in this Agreement, the Subscriber agrees and acknowledges that the police at its sole discretion may or may not take any action to recover the Vehicle and JBSI shall not liable for the non-recovery of the Vehicle due to the acts or omissions of the police.  
5.4. Upon JBSI receiving the Alert, JBSI shall reasonable steps to track and locate the Vehicle and in the event, that JBSI is successful locating the Vehicle, JBSI shall as soon as possible alert, notify or inform the police in respect of the Vehicle’s location.  
5.5. Upon recovery of the Vehicle, the Subscriber hereby authorizes JBSI or its authorized persons to secure and transport the Vehicle to a location deemed appropriate by JBSI.

**6. FEE AND CHARGES**

6.1. The Subscriber agrees and undertakes to pay JBSI the Price and all fees and charges imposed under the Agreement (inclusive any applicable goods and services tax required the law) at the time and manner in this Agreement in respect of the Services.  
6.2. If any sums due and remains outstanding from the Subscriber to JBSI in this Agreement remain unpaid and outstanding for more than thirty (30) days from the due date for payment, JBSI shall be entitled to: -  
6.2.1. charges a late penalty interest on the sum or sums remaining unpaid and outstanding at the rate of 1.5% per month (“Default Interest”), which interest shall accrue on a daily basis from the due date for payment until full payment of the same together with interests are received by JBSI; and/or  
6.2.2. suspend and/or terminate the Services until full payment of the outstanding sum and interest (if any) has been received  
6.3. The Subscriber shall reimburse JBSI on demand in respect of all costs and expenses incurred by JBSI in taking steps to enforce payment of all sums due an outstanding from the Subscriber.

**7. TERMINATION**

7.1. Either party may terminate this Agreement by giving thirty (30) days written notice to the other party prior to the expiration date of the subscription period.  
7.2. Notwithstanding the generally of Clause 7.1 of this Agreement, JBSI may terminate, suspend or restrict the provision of the Services immediately upon giving the Subscriber written notice, if the Subscriber commits any or all of the following (hereinafter the “Events of Default”): -  
7.2.1. the Subscriber is in breach of any terms of this Agreement; or  
7.2.2. the Subscriber becomes insolvent or bankrupt; or

7.2.3. any government or other regulatory approvals for the use of the Telematics Equipment and the Services are withdrawn, suspended or amended at any times; or  
7.2.4. the Subscription provided false Notification and/or JBSI to provide the Services to the Subscriber; or  
7.2.5. in JBSI’s opinion, it is the public interest to do so.  
7.3. The Subscriber agrees and acknowledges that termination of this Agreement does not affect the Subscriber’s liability obligations in respect of Notification and/or Alert received by JBSI prior to the termination of the Services and the Subscriber further agrees and acknowledges that where the Notification and/or Alert is received prior to the termination but has not been processed, the Subscriber shall not hold JBSI responsible or liable for any failure to process the said Notification and/or Alert.  
7.4. Any rights and obligations under this Agreement which by their terms and sense would survive the termination of this Agreement in any way shall continue to be in full force and hereunder.

**SECTION 2: GENERAL**

This Section 2 sets out the general terms and conditions applicable in this Agreement and to be complied by the Subscriber in respect of the subscription of the Services.

**8. EXCLUSION OF LIABILITY**

8.1. In addition to any other exclusion in this Agreement, JBSI shall not be liable for any loss caused by or arising from one or more of the following events or matters howsoever caused or incurred: -  
8.2.1. any malfunction, defect in and/or any breakdown, disruption or failure of any telecommunications, computer terminal, server, mobile devices or other devices or system whether or not owned, operated or maintained by the Subscriber, JBSI or any person including but not limited to the failure of any such equipment or system to accept, recognize or process the Notification and/or Alert, the Web/Mobile Password;  
8.2.2. any malfunction, breakdown, disruption to the Telematics Equipment and/or the Vehicle that affects the functionality of the Telematics Equipment;  
8.2.3. any of the Services not being accessible, available or functioning;  
8.2.4. any loss, theft or unauthorized use of the Web/Mobile Password;  
8.2.5. any prohibition, suspension, delay or restriction of the Services by laws and regulations of Philippines;  
8.2.6. any inaccuracy or incompleteness of information, data or Notification and/or Alert given by the Subscriber to enable JBSI to process and to provide the Services;  
8.2.7. the Subscriber’s failure, neglect or omission to action accordance with the terms and conditions of this Agreement and any rules, regulations, policies and guidelines currently in force;  
8.2.8. any event, the occurrence of which is beyond JBSI’s reasonable control, including but not limited to fire, earthquake, flood, lighting, riots, strikes, lockouts, government action, war, disruption of electrical or power supply.  
8.2.9. any loss which is caused by non-performance of a third party for which JBSI relies as third party services described in clause 4.1.  
8.2.10. any loss of service or tracking abilities arising from or due to the Subscriber or Vehicle owner subsequently installing third party accessories that may affect its functionality e.g. specific vehicle tint films that block GPS signals.  
8.3. The Telematics Equipment (together with any approved extra devices supplied and installed on the Vehicle) must not be used in any way, which would or may affect the ability of the driver of the Vehicle to drive safely. JBSI shall not be liable for any loss or damage caused by the acts or omissions of the driver of the Vehicle to drive safely.

8.4. The Subscriber acknowledges the owing to the nature of the technologies embedded in the Telematics Equipment, the operation of the Services may from time to time be adversely affected by physical features such as underpasses, atmospheric conditions and/or other interference beyond JBSI control (e.g. failure of GPS or GSM’s network infrastructure). As such JBSI gives no guarantee that the Vehicle will be successfully located or recovered. In particular, the operation of the Telematics Equipment and, therefore, the provision of the Services in accordance with this Agreement depend to some extent upon the operation of the digital cellular telecommunications technology with which the Telematics Equipment operates and this technology is not operative on all parts of the region.  
8.5. The Subscriber acknowledges that the installation of the Telematics Equipment does not in any way mitigate his or her duty to obtain adequate insurance for the Vehicle.  
8.6. So long as JBSI acts in good faith in acting or carrying out any Notification and/or Alert, JBSI shall neither be responsible nor liable to the Subscriber in any respect whatsoever for any loss caused by or arising from JBSI’s execution or implementation of such Notification and/or Alert or any matter arising therefrom.  
8.7. Where JBSI fails to observe the procedures in the provisioning of the Services in accordance to the terms of this Agreement and such failure; -  
8.7.1. is proven to be caused by the fraudulent or gross misconduct of JBSI’s authorized persons; and/or  
8.7.2. has prejudiced the outcome of the complaint or resulted in delay in its resolution  
JBSI may, subject to Clause 8 herein, be liable to the Subscriber for an amount not exceeding the Price and/or any of the subscription charges already paid by the Subscriber.

**9. MISCELLANEOUS**

9.1. The Subscriber agrees and acknowledges that JBSI shall not be liable for any delay in performing or for failure its obligations hereunder to the extent that and for so long as the delay or failure results from any cause or circumstance whatsoever beyond its reasonable control (hereinafter referred to as force majeure’). JBSI shall notify the Subscriber upon becoming aware of the event of force majeure and shall indicate the manner and extent to which its obligations are likely to be prevented or delayed. If any event of force majeure occurs, the date(s) for performance of the obligation(s) affected shall be postponed for so long as is made necessary by the event of force majeure provided that if any event of the force majeure continues for a long period of exceeding three (3) months, either party shall have the right to terminate this Agreement forthwith on written notice to the party. Each party shall use its reasonable endeavors to minimize the effects of any events of force majeure.  
9.2. All notice and other communications required or permitted to be given under this Agreement shall be in writing and shall be delivered or transmitted to the intended recipient’s e-mail address as herein or such other address party may notify in writing to the other for this purpose from time to time.  
9.3. The failure of either party to enforce or the exercise at any time or for any period of time any term of or any right pursuant to this Agreement does not constitute, and shall not be construed as, a waiver of such terms or right shall in no way affect that party’s right later to enforce or to exercise it.  
9.4. If any term of this Agreement is found to be illegal, invalid or unenforceable under any applicable law, such terms shall, insofar as it is severable from the remaining terms be deemed omitted from this Agreement and shall in no way the legality, validity or enforceability of the remaining terms.  
9.5. This Agreement contains all the terms agreed between the parties regarding its subject matter and supersedes any prior agreement, understanding or arrangement between the parties, whether oral or in writing. No representation, undertaking or promise shall be taken to have been given or implied from anything said or written in negotiations between the parties prior to this agreement (unless such untrue statement was made fraudulently) and that party’s only remedies shall be for breach if contact as provided in this Agreement.  
9.6. The construction, validity and performance of this Agreement shall be governed by the law of Philippines and the parties submit to the exclusive jurisdiction of the Philippines courts to resolve any disputes between them.  
9.7. The headings set out merely give an indication of the content of the terms to which are related. They are included only for the purpose of assisting reading this Agreement and do not affect the meaning of the terms themselves.

**10. PERSONAL DATA**

10.1. The Subscriber acknowledges that JBSI and/or its related corporations collect use, disclose and otherwise process Personal Data as set out in JBSI Privacy Statement. JBSI may update the JBSI Privacy Statement from time to time. When it changes the JBSI Privacy Statement in a material way, it will post to our website and will also attempt to notify the Subscriber directly using either email, SMS or post.  
10.2. In accordance with JBSI Privacy Statement, the Subscriber hereby expressly consents that JBSI may use his Personal Data for any purpose which is necessary or related to JBSI’s provision of the Services to the Subscriber. In this respect, the Subscriber also expressly consents that JBSI may disclose his Personal Data to JBSI’s agents, contractors, partners, associates, or such other parties are necessary to facilitate the provision of the Services by JBSI to the Subscriber.  
10.3. In addition, and without derogation to Clause 11.2 above, the Subscriber further expressly consents that JBSI may use and/or disclose his Personal Data as follows: -  
10.3.1. to JBSI’s shareholders, related corporations and affiliated companies for purposes of providing any good or services to the Subscriber;  
10.3.2. to JBSI’s agents, contractors, business partner or associates for purposes of marketing programs or providing any goods or services to its Subscribers;  
10.3.3. To JBSI’s agents or contractors for the purposes for recovering any amount due to JBSI.  
10.3.4. to payment channels, including without limitations, financial institutions for purposes of maintaining financial records, assessing or verifying credit and facilitating payments of any amount due to JBSI pursuant to the Agreement;  
10.3.5. to regulatory, governmental bodies or other authorities in compliance with requirements under law or towards the detection or prevention of crime, illegal/unlawful activities and/or fraud;  
10.3.6. to any party involved in or related to a legal proceeding, for purposes of the legal proceedings;  
10.3.7. to other service providers or to parties nominated or appointed by JBSI either solely or jointly with other service providers, for purposes of establishing and maintaining a common database of customers;  
10.3.8. for any purposes which is necessary or related to JBSI’s provision of the Services to you and/or  
10.3.9. to JBSI’s professional advisors on a need to know basis.  
10.4. Save in accordance with Clause 11.2 and 11.3 above and except as permitted or required under any enactment, law, statute or code, JBSI will not use or disclose Subscriber’s Personal Data.  
10.5. The Subscriber hereby acknowledges his awareness that failure to provide complete and accurate information to JBSI as required in the Agreement may result in his application for Services being rejected, the Services or Agreement being terminated and/or correspondence from JBSI including without limitation, bill statements failing to reach the Subscriber.