

VisionTrack - Fair Use Policy

Unless otherwise defined herein, defined terms used within this Fair Use Policy shall have the meaning set out in the Direct Terms and Conditions or Reseller Agreement, as applicable.

1. By accepting the terms and conditions when you place an order (if you are a direct customer) or by signing your Reseller Agreement (if you are a Reseller), you agree to be bound by the terms of our Fair Use Policy set out below, including agreeing not to exceed the Data Cap (as defined below) of each Product. Resellers shall be responsible for ensuring that compliance with this Fair Usage Policy is cascaded into its contracts with its Customers, failing which the Resellers shall be responsible to VisionTrack for the usage of the VisionTrack Services by all of its Customers.
2. VisionTrack's Fair Use Policy is designed to make sure that the Subscription Service together with the underlying Data Services are high quality, stable, reliable and provide great value to all subscribers to the Subscription Services. VisionTrack's Fair Use Policy applies to all subscribers to the Subscription Services but will only affect the Customer if the Customer is one of the very few Customers who make inappropriate or excessive use of the Subscription Services.
3. We have a Fair Use Policy because:
 - (a) at peak times, many customers use the shared network bandwidth of our Subscription Service. Most of our customers use the Services considerately and their usage levels do not disproportionately affect the shared network capacity; and
 - (b) as a result of this excessive use, the quality of the Subscription Services for all users may be affected, or the cost of Subscription Fees may need to be increased due to increased Data Costs. Only a very small number of our customers use the Subscription Services inappropriately.
 - (c) some of our Connected Products can stream real time live footage from a Connected Camera ("**Live Stream**"). Live Streaming uses a high amount of data and should only be used where necessary, to avoid you exceeding the Data Cap.
4. Unless you have purchased a Data Tariff with a different data cap, each Data Contract has a default data cap as follows:
 - (a) Dashcam = 250MB per calendar month
 - (b) Dashcam-AI = 1GB per calendar month,
 - (c) DVR= 1GB per calendar month,(the "**Data Cap**").
5. If you exceed the Data Cap on any individual Connected Product, then we reserve the right to:
 - (a) suspend the Live Subscriptions of the Connected Products that have exceeded the Data Cap; or

- (b) restrict the data transfer speed of the Connected Products that have exceeded the Data Cap or
 - (c) unilaterally terminate this Contract by providing written notice to you; or
 - (d) amend, increase, or restrict the Territory for your Fleet or specific Vehicles; or
 - (e) to charge you an overage fee for your data usage in excess of the Data Cap, either inside or outside of the Territory, in addition to your Subscription Fees.
6. If a Customer regularly uses the Subscription Service inappropriately and/or excessively and VisionTrack, acting reasonably, believes that their usage is detrimentally affecting the Subscription Service, VisionTrack will notify the applicable Reseller that a Customer's usage is deemed to be excessive and that the Customer is falling foul of this Fair Usage Policy, see examples of such behaviour at paragraph 7 below. VisionTrack will require such Reseller to ask the Customer to change or decrease its excessive usage. If, despite the applicable Reseller providing notice to the Customer, the Customer continues to use the Subscription Services inappropriately, VisionTrack reserves the right to suspend all or part of the Services, individual VT Sim Cards, to that individual Customer, or to increase the Subscription Fees payable by the applicable Reseller for that Customer's Subscription to cover the additional costs incurred by VisionTrack and/or to unilaterally suspend the Customer's access to the Subscription Services. VisionTrack's notice of suspension shall detail VisionTrack's proposed solution to the applicable Reseller, which may include, but is not limited to, one or more of the following remedies, amending, or restricting the Territory for specific Vehicles, or to charge the Customer additional fees to cover its Data Costs, including data usage outside of the Territory, in addition to the Subscription Fees.
7. VisionTrack considers the following behaviours as indicative of a breach of its Fair Usage policy:
- (a) Driver – Repeatedly pushing the Panic Button over an extended period without a valid reason for doing so;
 - (b) A Reseller's Customer continually requests high volumes of video from multiple vehicles on a frequent basis (e.g.: based on 10 video events per vehicle per day on more than 50% of their fleet on a frequent basis (more than 3-4 days per week));
 - (c) The applicable Reseller requests a high volume of video footage on a frequent basis.