

GEOS Terms & Conditions

This form must accompany a completed Tracertrak Network Services Application with GEOS Support for SOS Enabled selected.



General Terms and Conditions - GEOS Enabled services on Tracertrak

To provision a GEOS enabled Tracertrak service you must complete this form and submit it along with a Tracertrak Network Service Application with "GEOS Response for SOS - ENABLED" checked.

With a current GEOS enabled Tracertrak subscription from Pivotel New Zealand Limited ("Pivotel"), you may use your device for emergency purposes. Pivotel has contracted third-party service providers Travel Safety Group dba GEOS ("GEOS"), to provide SOS emergency monitoring services through the International Emergency Response Co-Ordination Centre (IERCC). Pivotel intends that the IERCC will be available at all times in all locations where your device works; however, it is possible that at some times and some locations, the IERCC will not receive your transmission or that your transmission will be delayed. The emergency responder(s) shall determine when, how, even if, to conduct a search and rescue in accordance with their standard policies and procedures, subject to such constraints as operational limitations, available resources, technical feasibility, meteorological conditions, medical and/or safety concerns whether for you or the emergency responder(s). **In no event does this Agreement create a duty to rescue.**

The device transmits SOS Emergency Signals received, along with applicable Registration Data information and available location coordinates, to the IERCC. The IERCC maintains a database of emergency responders in regions throughout the world (the "IERCC Database"), and provides SOS Emergency Signal monitoring twenty-four (24) hours a day, seven (7) days a week and 365 days a year. In the Australian Search and Rescue Region IERCC will co-ordinate with the Australian Rescue Co-ordination Centre (RCC Australia). RCC Australia will in turn co-ordinate with appropriate Emergency Responders. In the New Zealand Search and Rescue Region IERCC will co-ordinate with the Rescue Co-ordination Centre New Zealand (RCCNZ). RCCNZ will in turn co-ordinate with appropriate Emergency Responders.

Upon receipt of a SOS Emergency Signal, IERCC personnel: i) contact if available the contacts identified by you on this form to attempt to validate the SOS Emergency Signal, ii) use the IERCC database to identify appropriate emergency responder(s) according to available location coordinates; iii) contact the appropriate emergency responder(s) and inform them of the relevant facts in GEOS' possession (including available Registration Data information and/or location coordinates); iv) if you are traveling outside of your home territory, and it is consistent with GEOS' procedures, GEOS may contact the Embassy of your government consistent with your Registration Data, either in the location identified by the Location Information or their Washington, D.C. based Embassy, and provide them all relevant facts in GEOS' possession; and, v) provide updates of location coordinates as available to the identified emergency responder. Upon contacting the emergency responder(s) and/or, as appropriate, the Embassy, and informing them of all relevant facts, Pivotel and GEOS are released from all further legal responsibility and/or obligation to take any further action whatsoever. Should GEOS have reasonable cause to believe that an emergency condition does not exist, GEOS reserves the right to solely contact the primary and secondary contacts identified by you.

False SOS Emergency Transmissions - You are solely responsible for any charges that may be assessed by emergency responders for either false SOS emergency signals and/or in relation to search and rescue activities resulting from you or your authorised user's transmission of a SOS Emergency Signal. Should you deliberately or negligently misuse the SOS Emergency Service, the SOS service provider, GEOS, reserves the right to assess a fee in order to recoup their costs in relation to responding to such misuse. Negligent and deliberate misuse includes, but is not limited to, pressing the SOS button to 'see if it works' or otherwise knowingly pressing the SOS button when no emergency situation exists. To organise an SOS test you should contact Pivotel Customer Care who can arrange a co-ordinated test at a suitable time for you and the IERCC. Should it be determined by Pivotel or GEOS that you have deliberately or negligently misused the SOS Emergency Service, Pivotel shall, without further notice, bill you for the appropriate fee, calculated at a rate of US \$345.00per hour, or stated part thereof, for a minimum charge of one (1) hour and maximum charge of two (2) hours, for each such false SOS Emergency Signal event, and you shall be responsible to pay any such fee.

LIMITATION OF LIABILITY - GEOS Enabled services on Tracertrak.

TO THE FULLEST EXTENT PERMITTED BY LAW, PIVOTEL, AND ITS SERVICE PROVIDERS, INCLUDING GEOS, AND THEIR RESPECTIVE EMPLOYEES, DIRECTORS, OFFICERS, AGENTS AND SUPPLIERS HEREBY EXPRESSLY EXCLUDE LIABILITY FOR ANY DAMAGES OR CLAIMS, INCLUDING INJURY OR DEATH, AND ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, RELIANCE, EXEMPLARY OR PUNITIVE LOSS, DAMAGE, COSTS OR EXPENSES (INCLUDING LOSS OF INCOME, MEDICAL AND OTHER EXPENSES, LOSS OF GUIDANCE, CARE AND COMPANIONSHIP) WHICH MAY ARISE OUT OF OR IN CONNECTION WITH THE PROVISION OF THIS SERVICE (INCLUDING ANY DELAY IN PROVIDING OR FAILURE TO PROVIDE THE SERVICE) OR ITS USE BY YOU OR BY ANOTHER PERSON WHETHER OR NOT AUTHORIZED BY YOU TO UTILIZE THE SERVICE. PIVOTEL AND ITS SERVICE PROVIDERS, INCLUDING GEOS AND THEIR AFFILIATES, AND THEIR RESPECTIVE EMPLOYEES, DIRECTORS, OFFICERS, AGENTS AND SUPPLIERS EXCLUDE ALL LIABILITY, WHETHER RESULTING FROM CONTRACT, TORT (INCLUDING LIABILITY FOR NEGLIGENCE OR BREACH OF STATUTORY DUTY) OR OTHERWISE IN RESPECT OF ANY LOSS, DAMAGE, COSTS, EXPENSES OR OTHER CLAIMS RESULTING FROM THE ACTS OR OMISSIONS OF SUCH PARTIES, FOR ANY FAULTS, FAILURES OR INADEQUACIES OF THE SATELLITE SYSTEM, THIS SERVICE OR THE SOS EMERGENCY MONITORING AND RESPONSE PROVIDED BY GEOS, INCLUDING ANY FAILURE OR DELAY IN THE PROVISION OF SERVICES CAUSED BY:

1. MATTERS OUTSIDE OF PIVOTEL'S OR ITS SERVICE PROVIDERS, INCLUDING GEOS AND THEIR AFFILIATES REASONABLE CONTROL, WHICH SHALL INCLUDE, BUT ARE NOT LIMITED TO, OUTBREAK OF HOSTILITIES, RIOT, CIVIL DISTURBANCE, ACTS OF TERRORISM, FIRE, EXPLOSION, FLOOD, SNOW, FOG OR OTHER INCLEMENT WEATHER CONDITIONS, FAILURE OF TELECOMMUNICATIONS OR SATELLITE SYSTEMS, ELECTRICAL POWER FAILURES OR FLUCTUATIONS, SURGES IN THE ELECTRICAL MAINS OR CURRENTS, DAMAGE CAUSED BY ELECTROMAGNETIC INTERFERENCE, THEFT, MALICIOUS DAMAGE, STRIKE, LOCK OUT OR INDUSTRIAL ACTION OF ANY KIND; OR
2. FAILURE, DELAY OR INACCURACY OF THE GPS SATELLITES IN PROVIDING LOCATION COORDINATES; OR
3. FAILURE, DELAY OR INACCURACY OF THE PRODUCT TO PROCESS AND/OR TRANSMIT DATA TRANSMISSIONS, INCLUDING SOS EMERGENCY SIGNAL(S) AND/OR LOCATION COORDINATES, TO THE SATELLITE SYSTEM; OR
4. FAILURE OF OR DELAY IN THE SATELLITE SYSTEM AND/OR GROUND STATIONS TO PROCESS DATA TRANSMISSIONS, INCLUDING BUT NOT LIMITED TO SOS EMERGENCY SIGNAL(S), LOCATION COORDINATES, PREPROGRAMMED MESSAGES AND TRANSMIT TO THE IDENTIFIED POINTS OF CONTACT AND/OR IERCC AS APPROPRIATE; OR
5. FAILURE OF OR DELAY IN YOUR E-MAIL OR MOBILE PHONE SERVICE PROVIDER TO TRANSMIT THE MESSAGE TO YOU, OR FAILURE OF OR DELAY IN THE IERCC RESPONDING TO SOS EMERGENCY SIGNAL(S).
6. FAILURE OF OR DELAY ON BEHALF OF PIVOTEL'S SERVICE PROVIDERS, INCLUDING, BUT NOT LIMITED TO, GEOS, TO PERFORM THE APPLICABLE SERVICE FOR WHICH EACH IS CONTRACTED.
7. IN NO EVENT SHALL THE TOTAL, MAXIMUM, AGGREGATE LIABILITY OF PIVOTEL AND ITS SERVICE PROVIDERS, INCLUDING GEOS AND THEIR AFFILIATES, AND THEIR RESPECTIVE EMPLOYEES, DIRECTORS, OFFICERS, AGENTS AND SUPPLIERS, FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEED THE AMOUNT OF THE SERVICE FEE PAID BY YOU.

THIS LIMITATION OF LIABILITY SHALL APPLY TO ALL CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES HOWSOEVER CAUSED AND WHETHER FOR BREACH OF CONTRACT, IN TORT, BY WAY OF NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE.

DECLARATION

I declare that I am the account administrator and I have read and understand the Terms and Conditions:

SIGN _____ NAME _____ DATE _____