TERMS AND CONDITIONS NEXTOP CORP.

This document establishes the terms and conditions that apply to the use of the Monitoring and/or -Satellite Tracking System using the Nextop brand GPS device in any of its products related hereinafter, all of which are property of Nextop Corp. This Agreement establishes correlative rights and obligations of the parties, so the user's acceptance is provided with the sole acquisition of the device and/or monitoring, it may also be done through registration in the application, website, email and other means of notification by electronic data; Even with the payment of the corresponding amount, it may be established that it confirms your willingness to conclude the deal. In accordance with the above, the following clauses are understood to be accepted: FIRST-OBJECT: The service provided by Nextop Corp consists of monitoring and tracking of GPS devices in real time through an application in different types of developments and for multiple purposes, such as custody and tracking of vehicles and motorcycles, animals, bicycles, skateboards or similar, safety boxes or different electronic devices that may contain the device; It does not constitute an insurance policy against theft or any type. An obligation of means and not of result is generated, in which the user, when installing the device and linking it with the satellite tracking platform, understands that it operates as a system that interprets or translates the signals emitted by the GPS (satellite geopositioning system).), which allows knowing the real-time location of the device. through a modem that periodically transmits information on geographic coordinates of longitude and latitude, through the GSM/GPRS cellular data network to the platform specified by Nextop Corp., the recovery in case of theft of the element containing the Nextop GPS is carried out by the NATIONAL POLICE OF PERU. SECOND- RIGHTS. When the user acquires his Nextop device in its different developments with platform, he has the following rights: I) To the Installation of the GPS. II) To a data Sim Card, which will be the property of the company and chosen according to the technological conditions and data signal registered in its name. III) Support for monitoring your vehicle or motorcycle, means of transport, or any element that contains GPS through the APP platform as long as possible depending on the device, for your part you will have access to said application from a mobile device, Tablet or computer; entry that can be simultaneous and may authorize external ones. IV) To permanent advice in our call center. V) To carry out the respective Activation of the vehicle recovery protocol when it is reported as stolen, with the support of the National Police network and authorities. As long as you are up to date with payments, have carried out the relevant operating tests, comply with the user manual and report the theft immediately, and it is an electric or electronic means of transport that can be immobilized and difficult to conceal and/or disarm VI) Legal assistance and representation as a victim in case of theft, only if the respective report is made to the authorities. THIRD - DUTIES. When purchasing their GPS and/or Nextop product with platform, the user has the following duties: I) The user must make the respective payments on the value of the product purchased and the monthly payment for platform service. II)The user must follow the instructions given by the technicians, advisors of the Nextop call center and their collaborators regarding the use of the device, its accessories and the like. III) The user, in order to establish a real-time connection to their GPS through the application, must have Internet access either through a WIFI network or the data network of their cellular operator or device. IV) The user must notify the Nextop central office of situations that modify their data, such as a change of address, cell phone number, email, ownership of the motorcycle or vehicle, and/or alterations or modifications to the motorcycle or vehicle that may occur. affect the operation of the GPS, as well as any novelty with the elements containing a Nextop product. V) The user must use the GPS device and/or Nextop product and its platform in accordance with national legislation, this is for completely legal purposes, the company may restrict or remove monitoring of the device in the following cases: a) In the event that the vehicle or element containing the GPS device is used for illicit purposes, b) In the event that the owner or possessor reports a false report of theft or loss to the Nextop Monitoring Center, c) In the event of that the owner, possessor or authorized person tries to use the Monitoring Center to violate people's privacy. FOURTH- WARRANTY: Nextop Corp, through its suppliers, grants a warranty for manufacturing defects on the Equipment it owns for a period of one (1) year, counted from its Activation, therefore, it agrees to repair those Equipment that present damage during normal use, carried out within the purpose for which they were designed. After this time, technical assistance, repair or replacement of parts will be carried out under current rates. FIFTH- EXCEPTIONS TO THE WARRANTY. THE COMPANY Guarantees to the User the provision of the Services in accordance with the agreed procedures and within the contracted Subscription Plan. The coverage area for the provision of the Services is entirely subject to the availability of technical means. THE USER declares that he or she knows and accepts the coverage perimeter of the system at the time of affiliation. However, coverage is subject to the availability of information supply channels, through the cellular network, with operators that have coverage in the National territory. Additionally, THE COMPANY does not guarantee the availability or accuracy of the Services in the event of any of the following events: (i) Act of God, force majeure or acts of third parties; (ii) Equipment that has not been subject to Activation and prior verification; (iii) Equipment that has been subject to alteration, maintenance and/or repair carried out by personnel not authorized by Nextop Corp (iv) Equipment that is not physically located within the Republic of PERU; (v) Wireless Services are not optimal and present failures such as, but not limited to: elevations, network congestion, tunnels, weather, transmission capacity, power outages, agreements between Wireless Service providers and tracking of signal or Roaming (Roaming), GPS capabilities, obstructed or unavailable satellite signals; (vi) The Services and Equipment are not used and managed properly. (vii) THE USER does not report changes in the personal location data and/or installation of the device, or does not make correct use of the GPS and/or Nextop product. (viii) The warranty only operates on the GPS device, that is, if its repair and/or replacement is not possible and for money return purposes, only the value of the device and/or Nextop product will be returned to the user; The costs paid for platform rights will not be refundable since it works as an electronic card that cannot be transferable and has a specific purpose which cannot be modified. SIXTH: - LIMITATION OF LIABILITY. THE COMPANY only has an obligation of means on the provision of the monitoring service but not of result, therefore, it will not have any responsibility if one or more of the events listed in the FIFTH clauses of this agreement OCCUR or due to non-compliance with the duties of the user; Nor will it be responsible for equipment that is not part of Nextop's supplier list or that has not been validated; it will not grant guarantees for installations or uninstallations carried out in workshops other than those indicated or referred to by Nextop Corp; The company is also exonerated from liability when the goods containing a Nextop device are lost due to abuse of trust, scams or crimes other than theft. SEVENTH - RETRACT. THE USER may make use of the right of withdrawal, five (5) business days following the purchase as long as the conditions indicated in Law 1480 of 2011 are met, for its part, the value subject to return is the cost of the GPS device. and/or Nextop product, the value paid for the installation, the sim card and the payment of platform rights are excluded, in the event that the user makes the payment through platforms or payment gateway and has not installed the device or product Nextop accepts that in case of requesting a refund, the administration costs, transfer fees deducted by banking entities and the costs of the operational services carried out for the return of the money will be deducted. EIGHTH -HABEAS DATA AND PROTECTION OF THE INFORMATION. THE USER certifies that the information provided to Nextop Corp is true, complete, accurate, updated, verifiable and understandable and that by accepting the provision of the service, the USER authorizes Nextop Corp to use the processing of personal data such as name, ID or identification number., telephone numbers, address, email, vehicle ownership and/or that required in the course of providing the service, which will be used by Nextop Corp for the purposes of developing the contracted activity as indicated by law 1581 of 2012; Likewise, it authorizes Nextop Corp to make reports and gueries to the credit risk centers as regulated by Law 1266 of 2008 to obtain and promote financial, credit, and commercial information. THE USER also authorizes Nextop Corp to use the information provided to make links with payment gateway providers, courier companies, home delivery applications and establishment of allied businesses that seek to bring Nextop Corp's commercial activities to different markets and/or people. THE USER agrees to know that by providing their information to Nextop Corp they are empowered to deliver it to authorities such as the POLICE, ATTORNEY GENERAL OF THE NATION, COURTS OF THE REPUBLIC OF PERU or public entities in compliance with constitutional and legal purposes. Nextop Corp will only deliver information to people authorized by THE USER. For their part, the USER must keep confidential that information about the installation locations of the Nextop device or product and, if revealed, exonerates Nextop Corp. from liability. NINTH - NON-COMPLIANCE - THE USER accepts that by not payment for the products Nextop and/or the monthly payment for making platform/application rights makes it impossible for the company Nextop Corp, through its monitoring center, to guarantee said monitoring and eventual recovery in the event of theft, exempting the company from liability, in the first place because the user You will not be able to access the platform personally since you will be suspended and only Nextop Corp will have access, since the payment made by the user contributes to the maintenance of the application, data and real-time monitoring. Likewise, and in the event of non-compliance with payments for Nextop products and/or services and/or monthly monitoring platform or application, Nextop Corp is empowered to make the negative report in the risk centers, collect the payment through a legal process and the pursuit of the property subject to claim. TENTH INFORMATION - Nextop Corp will communicate and make known by the most expeditious means about changes in prices, service centers, customer service lines, emergency lines, conditions and restrictions to quarantee the right to information. THE USER accepts that Nextop has the power to make modifications to the products, services and/or prices without being negotiated with the user. Prices may be increased gradually by the company. TENTH - FIRST - LEGAL ASSISTANCE: The user has the right to LEGAL ASSISTANCE in case of theft and eventual capture as long as the user files the respective report with the competent authorities. If they refuse to make said report, no type of advice will be provided. legal nor will you be represented before the authorities. TWELFTH -DISPUTE RESOLUTION: In the event that the user presents dissatisfaction with the provision of the service, they must first express it to the company Nextop Corp through any of the communication channels provided by the company, and if a solution is not obtained requested must summon Nextop Corp in the United States through a conciliation center to resolve the conflict. THIRTEENTH - CANCELLATION OF MONITORING SERVICE: In the event that THE USER wishes to terminate the monitoring service, they must submit a request to the email address of Nextop Corp indicating the name, identification number, identification of the property that contains the Nextop product and to which the service is provided. monitoring service; When the cancellation of the service is motivated by the sale of the good, you must attach the respective supports. If you do not make the cancellation request and change the ownership of the good, the monthly payments must be made by whoever appears in the Nextop Corp. database. FOURTEENTH - MODIFICATIONS - The company Nextop Corp may add terms and conditions according to changes in the market, and may also modify the prices established due to program obsolescence, due to the external suppliers of the device. FIFTEENTH - DISCLAIMER OF LIABILITY. THIRD PARTIES - Nextop Corp informs the user that when purchasing our product through distributors, and/or sales centers referred to or outside the company, they do not acquire any responsibility for monitoring since the work of third parties is purely sales, and/or installation as the case may be, the responsibility for the purchased device will be solely Nextop Corp. Claims arising from the installation, uninstallation, review, and/or guarantees at a point or establishment referred to and/or authorized by Nextop must be made. directly on the same site, if you do not find a solution you can report it to Nextop Corp In this specific case, Nextop Corp, specifying as such that the value of this bonus itself will only be made effective, for the purchase of the GPS device or Nextop products, it should be noted that this bonus does not constitute any security, they are not rechargeable or cumulative. SEVENTH - VALIDITY OF THE BONUS - The user has a term of (2) calendar months, from the purchase, accepting and assuming the responsibility that once the described term has expired, it will be understood as expired, and will have the right to a refund of the money. discounting administration expenses EIGHTEENTH - RESPONSIBILITY IN CASE OF LOSS OF THE BONUS - Nextop Corp warns the user that in the event of loss of the purchase voucher, the company is exempt from any liability, since the purchased voucher is subscribed to the bearer, and there is no specific person (voucher to order), this taking into account that it is the duty of the user who acquires the voucher, to register it correctly in the system in the period of time established in the writing in the TERMS AND CONDITIONS of the bond. NINETEENTH - BUSINESS AGREEMENTS: In the event that THE USER is a beneficiary through associative agreements, memberships, clubs or similar that mediate the monitoring service with Nextop Corp, both the conditions of this document and those of the contract or document that certifies must apply. the agreed situation. TWENTY -OFFERS/PROMOTIONS: The offers or promotions published by Nextop are binding during their exhibition, or while supplies last, terms and conditions apply, they are not permanent and regarding the provision of the service it will be regulated under the conditions of this document. .TWENTY-FIRST -NOTIFICATIONS In case of doubts, questions, complaints, requests, and suggestions, the information channel about these terms is made through Email legal@nextop.us