GPS LAHENDUSED

Fundify Invest OÜ

SERVICE TERMS AND CONDITIONS

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These service terms and conditions (hereinafter the Terms) govern the relationship between GPS Lahendused (Fundify Invest OÜ) and the Client in the use of the MyNav GPS tracking service. By paying the first invoice for the Service or by using the Service, the Client accepts these Terms in full.

1. Service Provider

1.1 The Service Provider is Fundify Invest OÜ, registry code 12741150, address Töökoja 1-5, Tallinn, Estonia, e-mail info@gpslahendused.ee, telephone +372 568 78790, website gpslahendused.ee (trade marks GPS Lahendused, MyNav).

2. Definitions

2.1 Service — the MyNav GPS-based vehicle tracking and telematics service provided via the web interface and the mobile applications.

2.2 Client — a natural or legal person who uses the Service. A Consumer is a natural person who uses the Service outside their economic or professional activity.

2.3 Device — a GPS/GPRS device installed in a vehicle that transmits location data to the Service server.

2.4 Administrator — a person designated by the Client who manages the users and user credentials of the Service.

2.5 User credentials — the username and password required to use the Service.

2.6 MyNav Client — the application with which the Client uses their phone as a tracked device in the Service. A phone counts towards the number of devices in the package, but the clauses on Device warranty, the SIM card and the GSM service do not apply to it.

3. Acceptance of the Terms and conclusion of the Contract

3.1 The Contract is deemed concluded and acceptance of the Terms confirmed at the moment when the Client pays the first invoice for the Service or begins using the Service, whichever occurs first.

3.2 By using the Service, the Client confirms that they have read and accept: (a) these Terms; (b) the Privacy Policy (available at gpslahendused.ee).

3.3 A private client (Consumer) has a 14-day right of withdrawal as of the conclusion of the Contract pursuant to § 56 of the Estonian Law of Obligations Act. A notice of withdrawal shall be sent to info@gpslahendused.ee. If the provision of the Service has been commenced before the end of the withdrawal period at the Client's express request, the amount refunded is reduced in proportion to the period used.

To the Consumer: If you wish the provision of the Service to begin before the end of the 14-day withdrawal period, payment of the invoice confirms your express request for the service to be provided immediately and your awareness that exercising the right of withdrawal entails the obligation to pay a proportionate part of the service fee.

4. Content of the Service

4.1 The Service enables the Client, via the web interface and the mobile application, to:

- track the location of vehicles in real time and view vehicle status (movement, standing, speed, direction);
- view the movement history of vehicles, trip summaries and distances travelled;
- compile and export reports on vehicles, trips and events and configure their automatic delivery by e-mail;
- configure notifications of events (movement, technical states, etc.);
- manage the access and permissions of Service users.

4.2 The exact functionality of the Service depends on the package selected by the Client and on the capability of the Device used (e.g. CAN/OBD data, driver identification). The Service Provider does not guarantee the availability of specific data fields if the Client's Device does not transmit them.

4.3 The Service functions correctly under the following conditions: the Device is properly installed, undamaged and the SIM card works correctly; mobile network service is available at the vehicle's location.

5. Service packages

5.1 The Service Provider offers the following standard packages. The Client's package and price are stated on the invoice.

Package	Core functionality	Data retention period
MyNav Limited	Real-time tracking, reports (stops, trips, summaries), trip replay, vehicle sharing, notifications, 1 device, 0 additional users.	3 months
MyNav Pro	Real-time tracking, reports (stops, trips, summaries), trip replay, vehicle sharing, notifications, geofences, maintenance and tyre module, additional maps (topo), up to 2 devices, up to 2 additional users.	3 months
MyNav Fleet	Real-time tracking, reports (stops, trips, summaries), scheduled reports, trip replay, vehicle sharing, notifications, geofences, geofence reports, maintenance and tyre module, driving logbook with the drivers module, additional maps (topo), up to 2 devices, up to 4 additional users.	12 months
MyNav Eri	Individual package — the content and additional services (GPRS commands, additional users, number of devices, etc.) are agreed separately.	By agreement

5.2 Additional services. The following additional services are not included in the standard packages and are ordered separately. The price of an additional service is stated when ordering and on the invoice.

Additional service	Content
Adventurer add-on	Topo maps, uploading and creating GPX tracks, curvy roads, navigation

Additional service	Content
(TET)	solution, offline maps and the SOS alert. Roadbook and the Bluetooth remote are included in the add-on. Intended for use in the MyNav mobile application; functionality in the web interface is limited.
Mobile network (LBS) location	Determination of the approximate location of the vehicle on the basis of the mobile network cell tower when the GPS signal is not available (e.g. indoors, in a parking garage or in the event of GPS signal jamming). When ordered as an additional service, the Mobile network location is permanently activated on the Devices selected by the Client. The service works on GPS Devices, not on phones or BLE sensors, and the fee is charged for each Device on which the Mobile network location is switched on. If a price for the Mobile network location was agreed with the Client before version 3.3 took effect, that price remains valid.
Weather info	Precipitation radar, weather forecast and city weather on the map, and official weather warnings and hazards along the route. Requires the Adventurer add-on.
Tark Tee (Estonia)	Traffic information of the Estonian Transport Administration on the map and during navigation: road closures, roadworks, temporary speed limits, hazard alerts and more. The data comes from the Transport Administration and the Service Provider does not guarantee its accuracy or completeness.
Public live map	A permanent public link and QR code that let anyone see the vehicles selected by the Client on the map in real time without logging in. The Client is responsible for ensuring that making the location public is permitted.
Geofences (MyNav Simple)	Use of geofences in the MyNav Simple package. In the MyNav Pro and MyNav Fleet packages this service is included in the package.

The accuracy of the Mobile network location depends on the placement of the mobile network cell towers and is typically several hundred metres. The Mobile network location does not replace the GPS location and the Service Provider does not guarantee its accuracy.

Without ordering this additional service, the Service Provider may activate the Mobile network location at the Client's request, but activation is neither immediate nor guaranteed.

Additional services are ordered, activated and terminated in accordance with clause 5.3.

5.3 A change of package takes place on the basis of the Client's written (e-mail) request. Additional services are activated and deactivated on the basis of the Client's written (e-mail) request or on the MyNav settings page in accordance with clauses 5.3.1 to 5.3.6. The change is reflected on the next invoice. Extension of the data retention period beyond the period included in the package (up to 36 months) is a chargeable additional service and is agreed separately.

5.3.1 Ordering on the settings page. The main user may order an additional service on the settings page of the MyNav web interface, in the My permissions block, if an order button is shown next to the additional service. An additional user cannot order additional services. Before the order is confirmed, the Client is shown the price, the end of the free trial and the first payment.

5.3.2 Free trial. The additional service is activated immediately and the first 7 days are free of charge. The free trial may be used once for each additional service. During the trial the Client may opt out in the same block: the service ends immediately and no fee is added. Clause 7 does not apply to the trial of an additional service.

5.3.3 Continuation. The Service Provider reminds the Client of the end of the trial by e-mail and by a MyNav notification 2 days in advance. If the Client does not opt out during the trial, the additional service continues as a paid service without separate confirmation.

5.3.4 Fee on invoice. For a Client paying by invoice, the fee from the end of the trial until the end of the period already invoiced is added proportionately to the next invoice, and thereafter the additional service is charged together with the package prepayment. Clause 16.10 applies to a self-service subscription.

5.3.5 Termination. A paid additional service may be terminated in the same block. The additional service remains valid until the end of the paid period and prepaid fees are not refunded. When the Adventurer add-on ends, Roadbook, the Bluetooth remote and Weather info also end.

5.3.6 Withdrawal. A Client who is a Consumer has the right to withdraw from the order of an additional service within 14 days of the order by sending a notice to info@gpslahendused.ee. As the additional service is provided immediately at the Client's request, the amount paid by then is refunded proportionately for the unused part of the period.

5.4 GSM service (1oT): The Service works in Estonia, in Europe and additionally worldwide, using the networks of several mobile operators (including Telia and Tele2 in Estonia). The SIM card connects automatically to the strongest available network.

The package is valid in the following European countries: Austria, Cyprus, the Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, the United Kingdom.

If you wish to use the service in some other country, please contact us in advance — we will confirm the possibility and activate the country required. Outside the package (e.g. in third countries) data usage is charged separately in accordance with the country-specific price list (for example €0.034 / MB in Switzerland).

NB: SMS notifications on the 1oT GSM service are subject to a separate charge and must be agreed with us in advance. Before using the service outside the countries listed in the package, we recommend checking the price list of the country concerned in order to avoid unexpected costs.

5.5 GSM service (Telia): In Estonia as well as in European Union countries. European Union countries and other countries where the roaming regulation applies: Austria, Belgium, Bulgaria, Croatia, Cyprus, the Czech Republic, Denmark, Finland, France, French Guiana, Germany, Greece, Guadeloupe, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Martinique, Mayotte, Moldova, the Netherlands, Norway, Poland, Portugal, Réunion, Romania, Saint Barthélemy, Saint Martin, San Marino, Slovakia, Slovenia, Spain, Sweden, Ukraine, the Vatican, except in satellite communication networks operating in the territory of those countries.

30 SMS notifications sent in Estonia per month are free of charge; each subsequent SMS costs €0.10. In other EU countries 30 per month are free of charge; each subsequent SMS costs €0.10 or according to the price list of the foreign country. Outside the EU, the actual cost is added to the invoice.

NB: If you wish to use the GSM service in third countries or in countries not mentioned above, please contact us in advance!

5.6 The Service may also be used with the Client's own SIM card. In that case we recommend a SIM card with a data volume of at least 50 MB per month.
If you wish to receive voice notifications from the GPS device, the GSM service must support making calls (required only when using voice notifications — a package of call minutes is not required).
We recommend using an M2M service package.

The Client must set a data volume overuse limit with their GSM service provider in order to avoid abnormal data consumption caused by a possible device fault. GPS Lahendused is not liable for excess data consumption of the SIM card resulting from a device fault or incorrect configuration.

GPS Lahendused does not guarantee the full functioning of the service when the client's own SIM card is used.

6. Price, invoicing and payment terms

6.1 The price of the Service is individual and depends on the package selected, the number of devices and the additional services. The price applicable to the Client is stated on the invoice. Prices are presented without value added tax; value added tax is added to the prices.

6.2 As a rule, an invoice is issued once a month (as prepayment for the following month) or once for six months in advance, as agreed with the client. As a rule, the invoice is issued on the 10th day of each month.

6.3 The term for payment of an invoice is generally 14 days from the date of the invoice.

6.4 Upon exceeding the payment deadline:

(a) the Service Provider sends the Client a payment reminder on the 25th day of the month;

(b) if the invoice has not been paid by the 29th day of the month, the Service Provider has the right to suspend the Client's access to the Service from the 1st day of the following month until the invoice is paid;

(c) if the debt has not been paid by the 5th day of the following month, the Service Provider has the right to terminate the Contract, close the Client's user account and delete the Client's data, notifying the Client thereof in writing at least 14 days in advance and enabling the Client to download the data before deletion.

6.5 In the event of late payment, the Service Provider has the right to demand default interest of 0.05% of the overdue amount per day.

6.6 Suspension of the Service does not release the Client from the obligation to pay for services already provided.

6.7 The Service Provider has the right to change the price of the Service by notifying the Client in writing at least 30 days in advance. If the Client does not agree with the price change, they have the right to terminate the Contract up to the day on which the new price takes effect.

6.8 The service fee is calculated as of the day the Service is opened. For the first invoice, the fee is calculated in proportion to the days used.

6.9 Device rental and instalment payments are not included in the monthly fee for the Service. They are agreed separately with the Client under a separate contract and continue to be charged also during suspension of the Service (see clause 8.5.4).

7. Trial period

7.1 A new Client may be granted a trial period of up to 14 days if this has been separately agreed. The trial period begins on the date the Service is opened.

7.2 If the Service is cancelled during the trial period, the prepayments made are refunded. Excess use of the GSM service is deducted from the refundable amount. The refund is made no later than by the 10th day of the following month. Personal data collected during the trial period (location data, user account) are deleted within 30 days of cancellation of the service.

8. Duration, suspension and termination of the Contract

8.1 The Contract is concluded for an unspecified term.

8.2 The Client has the right to terminate the Contract at any time by ordinary termination, by sending an e-mail to that effect to info@gpslahendused.ee. The notice period is 1 month. The

Contract ends on the last day of the calendar month in which the end date of the notice period falls.

8.3 Fees for a prepaid period are not refunded and are not carried over to a suspension period, except during the trial period or where a Consumer exercises the right of withdrawal.

8.4 The Service Provider has the right to terminate the Contract extraordinarily in the event of a breach of contract (see clause 11).

8.5 The Client has the right to suspend the Service temporarily. The application is submitted in writing (by e-mail) to info@gpslahendused.ee and states the desired start and end dates of the suspension. The Service Provider confirms the suspension in writing and issues the invoice referred to in clause 8.5.4.

8.5.1 Start of the suspension. The suspension may begin at the earliest on the 1st day of the month following the prepaid period. The application must be submitted at least 1 month before the desired start date of the suspension. If the application is submitted later, the suspension begins on the 1st day of the month after next. Fees for a prepaid period are not refunded and are not carried over to the suspension period.

Example: if the Service has been prepaid until 31 August 2026, the application must be submitted by 1 August 2026 at the latest and the suspension begins on 1 September 2026.

8.5.2 Duration of the suspension. The suspension begins on the 1st day of a month and ends on the last day of a month. The minimum duration is 1 month and the maximum is 6 consecutive months and up to 6 months in total in any 12-month period. At least 4 months of active Service must pass between two suspensions.

8.5.3 During the suspension:

(a) the Client's access to the Service and the GSM data communication of the Device are suspended;

(b) the Client's data (location history, settings) are retained; the data retention period of the package (see clause 5.1) continues to run;

(c) no monthly fee for the Service is charged.

8.5.4 Suspension fees and invoicing (per Device). At the start of the suspension, the Service Provider issues a single invoice covering the entire suspension period for:

(a) the GSM service fee of €1 per month;

(b) the Device rental payments and instalment payments in accordance with the separately concluded contract (see clause 6.9).

No GSM service fee is added where the Client's own SIM card is used. If a SIM card of another operator is used in the Device (see clause 5.5), the GSM service fee applicable during the suspension is stated on the Client's invoice.

Prepayment does not change the total amount payable by the Client. If otherwise agreed with the Client, the Device rental and instalment payments are invoiced according to the schedule set out in the separate contract. If the rental contract ends before the end of the suspension period, the prepaid rental for the unused period is refunded.

8.5.5 Reopening of the Service. At the end of the suspension period, the Service is reopened automatically and invoicing continues as usual. The invoice for the new prepayment period (1 or 6 months, as agreed with the Client) is issued on the 10th day of the month preceding the reopening. No separate fee is charged for reopening the Service.

If the Client wishes to extend the suspension within the limits set out in clause 8.5.2 or to terminate the Contract, they shall notify the Service Provider in writing at least 1 month before the end date of the suspension. Upon termination of the Contract, clause 8.2 applies and a rented Device must be returned.

8.5.6 This clause does not apply to suspension of the Service initiated by the Service Provider due to payment default or a breach of contract (see clauses 6.4 and 11.3).

9. Rights and obligations of the Client

9.1 The Client designates an Administrator who manages the user credentials and users. The Client is responsible for ensuring that all users of the Service have read the Terms.

9.2 The Client and the Administrator undertake to keep the user credentials (username, password) confidential. If unauthorised use is suspected, the credentials must be changed immediately.

9.3 The Client grants the Service Provider the right to process location information and other data necessary for the Service to the extent required for the provision of the Service.

9.4 The Client is responsible for ensuring that all persons whose data are collected through the Service (e.g. vehicle drivers) have been duly informed thereof in accordance with the GDPR and the Estonian Personal Data Protection Act. The notification must take place before data collection begins. The Client retains proof of the notification. The Service Provider can provide a sample notification form on request.

9.5 It is prohibited to use the Service unlawfully, in a manner that disturbs other users or that harms the rights of third parties.

9.6 If the client uses the GSM service provided by GPS Lahendused, the SIM card may not be removed from the Device or used for any purpose other than data transmission for the Service.

10. Obligations of the Service Provider

10.1 The Service Provider ensures the availability of the Service with the best possible care. The Service Provider notifies the Client of planned maintenance work and material changes by e-mail or via the website.

10.2 The Service Provider does not disclose the Client's data to third parties, except to contractual partners necessary for the provision of the Service or on the basis of an obligation arising from law.

10.3 The Service Provider remedies faults in the Service within a reasonable time as of receipt of the fault report.

10.4 The Service Provider applies appropriate technical and organisational security measures to protect the Client's data.

11. Liability, suspension of the service and termination of the Contract

11.1 The Service Provider is liable for direct pecuniary damage caused to the Client by a breach of contract.

11.1.1 The Service Provider is not liable for:

(a) indirect damage, loss of profit or non-pecuniary damage;

(b) damage arising from an interruption of the GSM communication network, interference with GPS satellite communication or other causes arising from the activities of communication service providers;

(c) damage arising from a fault, misuse or incorrect configuration of a Device in the possession of the Client or a third party;

(d) damage arising from malfunctions of the Client's own SIM card or GSM service.

11.1.2 The upper limit of the Service Provider's liability during one contractual year equals the total amount of service fees received from the Client during that year (excluding value added tax).

11.1.3 The limitations of liability in this chapter do not apply:

(a) in the case of intent and gross negligence;

(b) to a Consumer, in so far as this would conflict with the consumer rights arising from law.

11.2 The Client is obliged to notify the Service Provider of any damage arising in connection with the provision of the Service in writing (by e-mail) immediately after discovering the damage, but no later than within 30 days of discovering the damage. After the expiry of that term, the Client loses the right to claim compensation for the damage, except where later notification was due to circumstances attributable to the Service Provider or to the Service Provider's intentional conduct. This term does not restrict longer terms arising from law for a Consumer.

11.3 In the event of a breach of contract, the Service Provider has the right to suspend the provision of the Service. Suspension of the Service does not release the Client from the obligation to pay. Once the breach has been remedied, the Service Provider reopens the Service within 3 business days; reopening is chargeable — 1 month's monthly fee. If the breach is not remedied within the following month, the Service Provider has the right to terminate the contract.

11.4 If payment default lasts for more than 30 days, the Service Provider has the right to forward data on the Client's debt to the operators of payment default registers.

11.5 Neither party is liable for a breach of contract caused by force majeure.

12. Device warranty, rental and instalment payment

12.1 A purchased Device has a 1-year warranty as of the date of installation, and the battery a 6-month warranty. A rented Device is under warranty for the entire rental period.

12.2 The warranty does not apply if the defect has arisen due to misuse, opening of the Device, force majeure, water damage or physical damage, or if the Client does not notify of the defect within 7 business days of discovering it.

12.3 A rented Device is the property of the Service Provider. The Client undertakes to keep it carefully and to return it in the same condition upon the end of the contract. In the event of damage, the Client reimburses the repair costs.

12.4 Title to a Device purchased by instalment payment passes to the Client upon delivery of the device. The price of the Device must be paid also in the event of its destruction before payment in full.

13. Processing of personal data

13.1 Personal data are processed in accordance with the Privacy Policy, which is available at gpslahendused.ee. The Service Provider processes the Client's data for the performance of the Contract (GDPR Art. 6(1)(b)). If the Client uses the Service solely to track their own vehicle(s) and has not created additional users in the Service, the Service Provider is the controller of their data for the purposes of this clause. If the Client creates additional users in the Service or tracks vehicles used by other persons (e.g. family members, employees, vehicle drivers), the Client is the controller of the data of those persons and the Service Provider is the processor pursuant to clause 13.4.

13.2 Location data and events are retained in accordance with the package selected (see clause 5.1). The notification delivery log is retained for 30 days; the Service displays to the user the last 50 notifications per user. Upon the end of the Contract, the data are deleted or returned at the Client's choice within 30 days, except in the case of a longer retention obligation arising from law and in the case of a self-service subscription, to which clause 16.7 applies.

13.3 The Client has the right to access their data, to request their rectification or erasure, to restrict processing and to object. Requests should be sent to info@gpslahendused.ee. We respond within 30 days.

13.4 Where the Client processes through the Service the personal data of other persons (e.g. vehicle drivers, employees, additional users created by the Client), the Service Provider processes such data on behalf of the Client as a processor in accordance with Article 28 of the GDPR. These Terms contain a data processing agreement pursuant to GDPR Art. 28(3) to the following extent:

(a) Subject matter and duration of the processing: The Service Provider processes GPS location data, movement history and telematics data during the period of provision of the Service and until the data are deleted pursuant to clause 13.2.

(b) Nature and purpose of the processing: The data are processed solely for the provision of the Service (real-time vehicle tracking, history, notifications, reports) in accordance with the Client's instructions.

(c) Type of personal data and categories of data subjects: GPS location and telematics data; user credentials (name, e-mail, hashed password); the data subjects are the Client's vehicle drivers, employees and the additional users created by the Client.

(d) Obligations of the Client (controller): The Client ensures the existence of a legal basis for the processing of personal data pursuant to GDPR Art. 6 and the notification of data subjects pursuant to GDPR Art. 13–14. The Client retains proof of the notification.

(e) Obligations of the Service Provider: The Service Provider processes the data solely in accordance with the Client's documented instructions; ensures that the persons having access to the personal data are bound by an obligation of confidentiality; notifies the Client of a personal data breach without delay, but no later than within 48 hours of becoming aware of the breach, so that the Client can fulfil its 72-hour obligation under GDPR Art. 33(1); assists the Client in ensuring the rights of data subjects (GDPR Art. 15–20).

(f) Security measures: The Service Provider applies technical and organisational measures pursuant to GDPR Art. 32: encryption of data in transit (TLS 1.2/1.3); regular backups, which are encrypted (GPG) before being stored with a sub-processor; role-based access control and automatic blocking of login attempts; network-level protection (firewall, traffic filtering); retention of access logs for auditing; regular security updates and a procedure for handling security incidents.

(g) Assistance: The Service Provider assists the Client in fulfilling the obligations under GDPR Art. 32–36, including in carrying out a data protection impact assessment (DPIA), by providing, at the Client's written request and within a reasonable time, information on the security measures applied, the nature of the processing and the risks.

(h) Deletion or return of data: Upon the end of the Contract, the Service Provider deletes or returns the personal data at the Client's choice pursuant to clause 13.2.

(i) Right of audit: The Client has the right to request written information on the security measures applied and to carry out an audit itself or through an independent auditor, giving at least 30 days' advance notice. The audit takes place at a time acceptable to both parties and at the Client's expense, except where a material breach of contract is established.

13.5 The Service Provider uses the following sub-processors (GDPR Art. 28(2)):

(a) Contabo GmbH — hosting of servers (VPS); EU (Germany) — GDPR Art. 28 agreement;

(b) Cloudflare Inc. — CDN and SSL proxy; USA — EU-U.S. Data Privacy Framework (DPF), European Commission adequacy decision of 10 July 2023, and additionally the European Commission's standard contractual clauses (SCC, Implementing Decision 2021/914);

(c) Google LLC — push notifications (Firebase), mobile cell tower location detection (Geolocation API), storage of encrypted backups (Drive); USA — EU-U.S. Data Privacy Framework (DPF) and additionally the European Commission's standard contractual clauses (SCC, Implementing Decision 2021/914), Google GDPR DPA;

(d) Zone Media OÜ — e-mail delivery (SMTP): invoices, notifications and scheduled reports; EU (Estonia) — GDPR Art. 28 agreement;

(e) KEPTAGO LTD (Geoapify) — reverse geocoding (coordinates to address) and address search; EU (Cyprus; data processing in Germany/Finland) — GDPR Art. 28 agreement.

The Service Provider notifies the Client of changes to sub-processors by e-mail at least 14 days in advance. The Client has the right to object to the changes. Communications and messaging service providers (1oT, Telia, Signal) act as independent controllers in respect of the communications transmitted, and not as sub-processors of the Service Provider.

13.6 Personal data may be transferred outside the European Union and the European Economic Area through sub-processors. For all transfers, appropriate safeguards under Chapter V of the GDPR are ensured: the EU-U.S. Data Privacy Framework (DPF) and additionally the European Commission's standard contractual clauses (SCC) — Cloudflare, Google; the remaining processing takes place in the European Union — Contabo, Zone Media, KEPTAGO LTD. The Service Provider does not transfer personal data to countries lacking an adequate level of data protection without appropriate safeguards.

14. Intellectual property

14.1 All intellectual property rights relating to the Service, the platform and the software belong to the Service Provider. Use of the Service does not grant the Client any rights to the intellectual property associated with the Service.

15. Amendment of the Terms

15.1 The Service Provider has the right to amend these Terms unilaterally, notifying the Client by e-mail at least 30 days in advance.

15.2 If the Client does not agree with the amendments, they have the right to terminate the Contract up to the day on which the amendments take effect, by sending an e-mail to info@gpslahendused.ee.

15.3 Continued use of the Service after the amendments take effect is deemed acceptance of the new Terms.

16. Self-service subscription (MyNav Simple)

16.1 The Client may conclude the Agreement in self-service at mynav.gpslahendused.ee by selecting the MyNav Simple package, the number of devices and additional users and the subscription period (6 or 12 months). The Agreement is deemed concluded upon activation of the account and setting up a payment method; on registration the Client confirms having read the Terms and the Privacy Policy.

16.2 Notwithstanding clause 6.1, self-service subscription prices are stated inclusive of VAT; VAT is calculated according to the Client’s country of residence. Payments are processed on behalf of the Service Provider by the payment service provider Stripe Payments Europe Ltd; the Service Provider does not see or store the Client’s payment card details.

16.3 The trial period is 7 days from setting up the payment method. No fee is charged during the trial period; unless the Client cancels the subscription before the end of the trial period, the fee for the period is charged automatically. The trial period may be used once per Client (including per payment card). Clause 7 does not apply to self-service subscriptions.

16.4 The subscription renews automatically for the same period unless the Client cancels it before the end of the period. Upon cancellation the Service remains available until the end of the period; no further fee is charged. Clause 8.2 (notice period) and clause 8.5 (temporary suspension) do not apply to self-service subscriptions.

16.5 An increase in the number of devices or additional users takes effect immediately and is charged proportionately for the remainder of the period; a decrease and a change of period take effect from the beginning of the next period.

16.6 A Client who is a Consumer has the right to withdraw from the Agreement within 14 days of the first payment; as the Service is provided immediately with the Client’s consent, upon withdrawal the fee is refunded proportionately for the unused part of the period.

16.7 If a payment fails, the Client is notified by e-mail and the payment is retried. If the payment is not received within 7 days, the Service is suspended (device data is not recorded) until the payment is received. If the subscription has been suspended or terminated for 60 days, the Client is notified 14 days in advance of the deletion of the account and data, after which the account and data are deleted permanently. Clause 6.4 does not apply to self-service subscriptions.

16.8 Price changes are notified to the Client in accordance with clause 6.7; the new price applies from the next renewal.

16.9 A promotional code applies to the first payment only and cannot be combined with other discounts or exchanged for money.

16.10 A self-service subscription Client may order additional services in accordance with clause 5.3, and the prices of additional services are stated inclusive of VAT. When the trial ends, the additional service is added to the subscription and its fee is charged to the card together with the subscription payments. The first fee is calculated proportionately from the end of the trial until the end of the period: from 2 euros it is charged immediately, a smaller amount is added to the next payment. When the subscription ends, the additional services also end.

17. Applicable law, disputes and final provisions

17.1 The Terms are governed by the law of the Republic of Estonia. Disputes are resolved primarily through negotiations. Failing agreement, the dispute is resolved by Harju County Court.

17.2 A Consumer has the right to turn to the Consumer Disputes Committee (ttja.ee).

17.3 The invalidity of any provision does not affect the validity of the remaining provisions of the Terms.

17.4 The Estonian text of the Terms is authentic. In the event of a conflict with other language versions, the Estonian text prevails.

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