MotoGuardian Connectivity & Monitoring Service Terms

MotoGuardian is operated by The Helix Alliance Limited, Company Number 818418, Tooban, Burnfoot, County Donegal, Ireland.

1. Introduction

1.1 Scope

These Service Terms govern the ongoing connectivity and monitoring services supplied with compatible MotoGuardian motorcycle GPS tracking hardware by The Helix Alliance Limited (the Company, we, us or our). They should be read together with the MotoGuardian Terms & Conditions (https://www.motoguardian.ie/terms), Privacy Policy, Cancellation Policy and Returns & Refund Policy.

1.2 Hardware-dependent service

MotoGuardian comprises a physical GPS tracking device installed on a motorcycle, mobile network connectivity, secure cloud infrastructure and a companion mobile application. The application displays and manages information generated by a compatible, activated MotoGuardian device. Core motorcycle tracking and monitoring functions are not independently usable without that hardware.

1.3 Nature of charges

Continuing charges support SIM and mobile data connectivity, transmission of device data, cloud processing and hosting, mapping, journey history, alerts, infrastructure security and maintenance, supported updates and customer support. The arrangement may also be described as a subscription for billing purposes.

2. Initial purchase and included period

2.1 Included service

Unless expressly stated otherwise at checkout, purchase of a MotoGuardian tracking package includes twelve (12) months of device-associated connectivity and monitoring services. The package contents and price are confirmed at purchase.

2.2 Activation

The included twelve-month period begins when the device is successfully activated and registered to the customer account, unless a different commencement date is clearly stated at purchase.

2.3 Hardware ownership

Ownership of purchased physical hardware is governed by the general Terms & Conditions. The included service period is part of the hardware package and cannot be redeemed separately for cash. Ownership of hardware does not grant perpetual access to mobile connectivity or cloud services.

3. Renewal plans and pricing

3.1 Standard rates

After the included period, the published continuing-service rates are €7.99 per device per month or €79.99 per device per year, depending on the billing option selected. Applicable taxes, currency and the total amount payable will be disclosed before the customer becomes contractually committed to recurring charges.

3.2 Per-device charges

Unless expressly agreed otherwise, service charges apply separately to each registered MotoGuardian tracking device.

3.3 Future price changes

Renewal prices may be changed prospectively with reasonable advance notice and any additional notice required by law. Customers may disable renewal or cancel before a revised price takes effect. Changes will not retrospectively alter periods already paid for.

4. Automatic renewal and payments

4.1 Standard automatic renewal

Automatic renewal is the standard arrangement for continued MotoGuardian connectivity and monitoring services. Before a customer enters into a contract involving recurring charges, the Company will clearly disclose the renewal arrangement, price, billing interval, first charge date and cancellation method, and obtain any consent required by applicable law.

4.2 Customer control

Where recurring payments have been validly authorised, the arrangement renews at the selected monthly or annual interval unless the customer disables renewal before the next billing date. Customers may change or disable automatic renewal by emailing support@motoguardian.ie. The Company will confirm the request and its effective date.

4.3 Payment authorisation

Recurring charges are collected using the payment method authorised by the customer. The Company will not collect future recurring charges without valid payment authorisation. Customers should maintain accurate payment details for any continuing paid arrangement.

4.4 Payment failure

If an authorised payment fails, the Company may notify the customer, retry collection where lawful, request updated payment details and, after appropriate notice where reasonably practicable, suspend the associated services if payment remains outstanding.

4.5 Purchasing channels

Payments are handled through the Company's authorised website or other disclosed payment channels. The MotoGuardian iOS companion application does not itself process purchases or renewals of the connectivity and monitoring service. No recurring charge will be collected without the customer's valid payment authorisation.

5. Supported functions and limitations

5.1 Device-associated features

Depending on hardware compatibility, device configuration and service availability, supported features may include GPS location monitoring, journeys and GPX export, movement and tow-away alerts, geofences, battery and device status notifications, supported crash and emergency contact notifications, and related motorcycle analytics.

5.2 Dependencies

Service operation depends on correct installation, suitable power supply, GPS reception, mobile network coverage, data connectivity, cloud infrastructure, compatible mobile devices and correct account configuration.

5.3 No guarantee of continuous service

The Company aims to provide reliable services but does not guarantee uninterrupted network coverage, continuous GPS reception, instantaneous alerts or detection of every incident, theft or accident. MotoGuardian assists motorcycle security and rider safety but does not replace emergency services or guarantee prevention or recovery of theft.

6. Cancellation and disabling renewal

6.1 Cancellation method

Customers may cancel their continuing connectivity and monitoring service or disable automatic renewal by emailing support@motoguardian.ie. This is the cancellation channel currently offered by the Company; customers are not required to cancel through the mobile application.

6.2 Timing and confirmation

Requests should be sent before the next scheduled renewal date. The Company will acknowledge the request and confirm its effective date. Disabling renewal prevents further renewal charges after the cancellation takes effect, subject to charges already validly due.

6.3 End of paid period

Unless otherwise required by law or expressly agreed, already-paid connectivity and monitoring services continue until the end of the current paid service period.

6.4 Refunds and statutory rights

Cancellation does not automatically entitle the customer to a refund for a service period already commenced. Any applicable refunds, withdrawal rights or other remedies are governed by the Company's published Cancellation Policy, Returns & Refund Policy (https://www.motoguardian.ie/returns) and mandatory consumer protection law. Nothing in these Service Terms limits rights that cannot lawfully be excluded.

7. Expiry, suspension and reactivation

7.1 Service expiry

If an included or paid service period ends without a continuing arrangement, connected functions such as live tracking, SIM transmission, cloud synchronisation, journey recording and alerts may stop operating.

7.2 Suspension

The Company may suspend services where reasonably necessary for non-payment, fraud, security threats, material misuse, legal obligations or other grounds permitted by the general Terms & Conditions, subject to applicable law and appropriate notice where practicable.

7.3 Reactivation

Customers may request reactivation through the Company's website or Customer Support. Reactivation may require payment, SIM re-provisioning, firmware updates, device configuration or account verification. Any

additional charge will be disclosed before the customer agrees to proceed. Reactivation is subject to supported hardware and network availability.

8. Maintenance and changes

8.1 Maintenance and updates

The Company may perform planned or emergency maintenance and provide software, firmware and infrastructure updates to improve reliability, security and compatibility. Where reasonably practicable, customers will be notified of planned maintenance materially affecting availability.

8.2 Service changes

The Company may improve, modify or discontinue functions where reasonably necessary. Material changes affecting purchased services will be handled in accordance with the general Terms & Conditions and applicable consumer rights.

9. Data and privacy

9.1 Device data

The service processes data transmitted by registered devices, which may include location, journeys, movement, sensor events and device status, to provide tracking and monitoring functions.

9.2 Privacy Policy

Personal data processing, retention, access, deletion and anonymisation, including after cancellation or expiry, are governed by the MotoGuardian Privacy Policy (https://www.motoguardian.ie/privacy) and applicable data protection law. Cancellation does not necessarily result in immediate deletion of all records. Customers may separately request account deletion through the account-deletion option in the MotoGuardian mobile application. Account deletion is distinct from cancellation of connectivity and monitoring services. Personal data will be deleted or retained in accordance with the Privacy Policy and applicable legal obligations.

10. Legal terms and relationship to general terms

10.1 Consumer protections

Nothing in these Service Terms excludes or limits mandatory consumer rights, including rights under applicable Irish or UK consumer legislation.

10.2 Relationship to general Terms & Conditions

These Service Terms supplement the MotoGuardian Terms & Conditions, including Section 9 (Connectivity and Monitoring Services). Where there is an inconsistency specifically concerning continuing connectivity, billing, renewal or cancellation, these Service Terms prevail to the extent permitted by law. The general Terms & Conditions govern hardware purchases, delivery, warranties, ownership, acceptable use and other general matters.

10.3 Other policies

The Privacy Policy governs personal data; the Cancellation Policy and Returns & Refund Policy address applicable cancellation, withdrawal and refund rights. These documents should be read together.

11. Contact

11.1 Company details

The Helix Alliance Limited, trading as MotoGuardian

County Donegal, Ireland

Company Registration Number: 818418

Customer Support and cancellation: support@motoguardian.ie (mailto:support@motoguardian.ie)

General enquiries: info@motoguardian.ie (mailto:info@motoguardian.ie)

Website: www.motoguardian.ie (https://www.motoguardian.ie/)