



MotoGuardian

Always aware. Always Protecting.

Terms and Conditions

Version 2.0

The Helix Alliance Limited

Company Number: 818418

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Document Control

Version	Date	Changes
1.0	July 2026	Initial Draft
2.0	16 July 2026	Legal review, GDPR improvements, subscription clarification, publication version

About MotoGuardian

Protecting motorcycles. Enhancing journeys. Giving riders greater peace of mind.

MotoGuardian is an integrated motorcycle security, rider safety and motorcycle management platform developed by **The Helix Alliance Limited**, an Irish technology company committed to creating innovative connected solutions for motorcyclists. Designed by riders, for riders, MotoGuardian has been built with a clear mission: to provide riders with greater confidence, security and peace of mind every time they ride.

Company Information

Company: The Helix Alliance Limited

Trading as: MotoGuardian

Company Number: 818418

Registered Office: Tooban, Burnfoot, Co. Donegal, Ireland

Website: www.motoguardian.ie

Email: info@motoguardian.ie

Unlike traditional GPS trackers that focus solely on locating a stolen motorcycle, MotoGuardian has been designed as a complete connected rider ecosystem. By combining intelligent GPS tracking hardware, secure cloud technology and powerful mobile applications, MotoGuardian delivers a comprehensive range of features including real-time tracking, theft monitoring, journey history, rider analytics, crash detection, emergency contact notifications, geofence monitoring, tow-away alerts, battery disconnect alerts, maintenance reminders, GPX journey export and other connected services. As the platform continues to evolve, additional features and integrations may be introduced to further enhance the riding experience and provide even greater value to our customers.

At The Helix Alliance Limited, we believe technology should do more than simply react when something goes wrong. Our vision is to create a platform that supports riders throughout every stage of motorcycle ownership, helping to protect their motorcycles, improve rider safety, simplify motorcycle management and continuously enhance the overall riding experience. Every new feature is developed with one goal in mind: to build the most comprehensive and trusted rider ecosystem available.

These Terms and Conditions form the legal agreement between **The Helix Alliance Limited**, trading as **MotoGuardian** ("the Company"), and every Customer who purchases, registers or uses MotoGuardian products or services. They explain the rights, responsibilities and obligations of both the Company and the Customer and should be read together with the Company's Privacy Policy, Cookie Policy, Returns & Refund Policy, Shipping Policy, Subscription Terms, Cancellation Policy and Warranty Policy,

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each of which forms part of the overall contractual relationship between the Company and the Customer.

By purchasing a MotoGuardian Device, creating a MotoGuardian account, downloading or using the MotoGuardian mobile application, or otherwise accessing MotoGuardian products or services, you acknowledge that you have read, understood and agree to be bound by these Terms and the associated policies referenced throughout this document. If you have any questions regarding these Terms or any aspect of the MotoGuardian platform, we encourage you to contact us before placing an order or using our services.

Our Mission

“MotoGuardian is more than a GPS tracker. It's an evolving rider ecosystem designed to protect motorcycles, improve rider safety and give motorcyclists greater confidence every time they ride.”

This philosophy underpins everything we do. From the products we design and the services we deliver to the way we support our customers, our objective is to create technology that genuinely improves the lives of motorcyclists. As MotoGuardian grows, we will continue investing in new capabilities that strengthen security, improve rider safety and deliver innovative solutions for the motorcycle community.

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1. Definitions

For the purposes of these Terms and Conditions, the following definitions apply:

1.1 Company

Company, we, our or us means **The Helix Alliance Limited**, an Irish company registered under Company Number **818418**, trading as **MotoGuardian**.

1.2 MotoGuardian

MotoGuardian means the complete motorcycle security and rider safety platform provided by the Company, including but not limited to:

- a) GPS tracking hardware
- b) Mobile applications
- c) Cloud services
- d) Web portal
- e) Subscription services
- f) Journey history
- g) Analytics
- h) Maintenance reminders
- i) Emergency contact services
- j) Crash detection features
- k) Theft monitoring
- l) Notifications
- m) Any future products or services offered under the MotoGuardian brand.

1.3 Customer

Customer, you or your means any individual or organisation who:

- a) purchases a MotoGuardian product;
- b) registers a MotoGuardian account;
- c) subscribes to our services;
- d) downloads or uses the MotoGuardian mobile application; or
- e) accesses the MotoGuardian website.

A Customer may be either a Consumer or a Business Customer.

1.4 Consumer

Consumer means an individual purchasing MotoGuardian products or services wholly or mainly for personal use and not for purposes connected with their trade, business, profession or occupation.

Consumers are entitled to additional protections under applicable consumer legislation, including Irish and, where applicable, UK consumer law.

1.5 Business Customer

Business Customer means any company, partnership, sole trader, charity, public authority or other organisation purchasing MotoGuardian products or services primarily for commercial, business or organisational purposes.

Unless expressly stated otherwise, certain statutory consumer protections may not apply to Business Customers.

1.6 Device

Device means the MotoGuardian GPS tracking hardware supplied by the Company, including any approved accessories, replacement hardware or successor products.

At launch this includes hardware based on the **Teltonika FTC961** platform, together with any future compatible MotoGuardian devices.

1.7 Mobile Application

App or **Mobile Application** means the MotoGuardian mobile application available through:

- a) Apple App Store
- b) Google Play Store

including all future versions, updates and enhancements.

1.8 Website

Website means:

<https://www.motoguardian.ie>

and any associated websites operated by the Company.

1.9 Services

Services means all services provided by MotoGuardian, including but not limited to:

Security

- a) Real-time GPS tracking
- b) Theft alerts
- c) Geofence monitoring
- d) Tow-away detection
- e) Battery disconnect alerts

Safety

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- a) Crash detection
- b) Emergency notifications
- c) Emergency contact messaging

Motorcycle Management

- a) Maintenance reminders
- b) Insurance reminders
- c) Road Tax reminders
- d) NCT/MOT reminders

Platform

- a) Journey History
- b) GPX export
- c) Rider account management
- d) Cloud synchronisation
- e) Device management
- f) Customer support
- g) Future software updates
- h) Any additional features introduced by MotoGuardian.

Services may evolve over time as new functionality is introduced.

1.10 Subscription

Subscription means the recurring service agreement that enables continued use of MotoGuardian cloud services, mobile connectivity and premium platform functionality.

Unless otherwise stated:

- a) the first twelve (12) months are included with the initial purchase;
- b) continued use after the included period requires an active subscription;
- c) subscription pricing is published on our website and may change in accordance with these Terms.

1.11 Account

Account means a registered MotoGuardian user account used to access the MotoGuardian platform.

Each Account includes, where applicable:

- a) user profile;
- b) motorcycle information;
- c) subscription details;
- d) emergency contacts;
- e) journey history;
- f) device registrations;

- g) preferences and settings.

Customers are responsible for maintaining the security of their Account credentials.

1.12 Content

Content means all information made available by the Company including:

- a) software;
- b) text;
- c) graphics;
- d) photographs;
- e) icons;
- f) videos;
- g) logos;
- h) trademarks;
- i) documentation;
- j) help articles;
- k) website content;
- l) mobile application content;
- m) marketing material;
- n) downloadable files;
- o) software updates.

Unless otherwise stated, all Content remains the intellectual property of the Company.

1.13 Software

Software means all software developed or licensed by the Company including:

- a) mobile applications;
- b) cloud platform;
- c) backend services;
- d) firmware;
- e) APIs;
- f) web applications;
- g) administrative portals;
- h) software updates.

Software is licensed, not sold.

1.14 Hardware

Hardware means the physical MotoGuardian tracking device supplied by the Company together with any accessories provided as part of the purchase.

1.15 Subscription Services

Subscription Services means those services requiring an active subscription after the included subscription period, including but not limited to:

- a) SIM connectivity;

- b) secure cloud hosting;
- c) live tracking;
- d) notifications;
- e) mobile application services;
- f) journey history;
- g) data synchronisation;
- h) rider safety features;
- i) future software enhancements.

1.16 Personal Data

Personal Data has the meaning given under the General Data Protection Regulation (EU) 2016/679 ("GDPR") and includes any information relating to an identified or identifiable individual.

1.17 Emergency Contacts

Emergency Contacts means individuals nominated by the Customer to receive notifications following certain events such as crash detection or emergency alerts.

The Customer confirms they have obtained the necessary permission before providing the personal details of any Emergency Contact.

1.18 Motorcycle

Motorcycle means the vehicle associated with a registered MotoGuardian Device and Account.

1.19 Working Day

Working Day means Monday to Friday excluding public holidays observed in the Republic of Ireland.

1.20 Force Majeure Event

Force Majeure Event means any circumstance beyond the Company's reasonable control, including but not limited to:

- a) natural disasters;
- b) severe weather;
- c) war;
- d) terrorism;
- e) civil unrest;
- f) industrial disputes;
- g) pandemics;
- h) government restrictions;
- i) telecommunications failures;
- j) satellite outages;
- k) mobile network failures;

- l) internet outages;
- m) cyber-attacks;
- n) failures of third-party cloud infrastructure.

1.21 Applicable Law

Applicable Law means all relevant legislation, regulations and legal requirements applicable within the Republic of Ireland and, where relevant, the United Kingdom, including but not limited to:

- a) General Data Protection Regulation (GDPR);
- b) Irish Data Protection Acts;
- c) Consumer Rights Act 2022 (Ireland);
- d) UK Consumer Rights Act 2015 (where applicable);
- e) ePrivacy Regulations;
- f) Distance Selling legislation; and
- g) any successor legislation.

1.22 Activation

- a) **Activation** means the successful registration of a MotoGuardian Device to a MotoGuardian account and the commencement of the included subscription period and associated Subscription Services.

1.23 Effective Date

- a) **Effective Date** means the date these Terms become legally binding.

1.24 Subscription Period

- a) **Subscription Period** means the period during which Subscription Services are provided under an active MotoGuardian subscription and, unless otherwise stated, begins on the date of Activation.

2. Acceptance of Terms

2.1 Agreement to these Terms

These Terms and Conditions ("Terms") govern your access to and use of the MotoGuardian website, mobile application, hardware, subscription services and any related products or services provided by **The Helix Alliance Limited**, trading as **MotoGuardian**.

By accessing or using any part of the MotoGuardian platform, you acknowledge that you have read, understood and agree to be legally bound by these Terms, together with any policies referred to within them, including but not limited to our:

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- a) Privacy Policy;
- b) Cookie Policy;
- c) Returns & Refund Policy;
- d) Shipping Policy;
- e) Subscription Terms;
- f) Cancellation Policy; and
- g) Warranty Policy.

If you do not agree to these Terms, you must not access or use the MotoGuardian website, mobile application or services, or purchase MotoGuardian products.

2.2 When these Terms Apply

These Terms apply whenever you:

- a) visit or browse the MotoGuardian website;
- b) create or register a MotoGuardian account;
- c) download or use the MotoGuardian mobile application;
- d) purchase MotoGuardian hardware or accessories;
- e) purchase or renew a MotoGuardian subscription;
- f) register a MotoGuardian Device;
- g) use any MotoGuardian cloud services;
- h) contact our customer support team; or
- i) otherwise interact with the MotoGuardian platform.

Certain services may also be subject to additional terms or notices, which will be made available to you before those services are used.

2.3 Acceptance by Placing an Order

By placing an order through our website or any authorised sales channel, you confirm that:

- a) you have read and accepted these Terms;
- b) you have the legal capacity to enter into a binding contract;
- c) all information you provide is accurate and complete;
- d) you are authorised to use the payment method provided; and
- e) you intend to comply with all applicable laws relating to the purchase and use of MotoGuardian products and services.

An order does not constitute acceptance by the Company until it has been confirmed in accordance with these Terms.

2.4 Acceptance through Use of the Platform

Your continued use of the MotoGuardian website, mobile application, hardware or subscription services constitutes your ongoing acceptance of these Terms.

If you continue to use MotoGuardian after these Terms have been updated, you will be deemed to have accepted the revised version.

If you do not agree with any updated Terms, you must stop using the MotoGuardian platform and, where applicable, cancel your subscription in accordance with our Cancellation Policy.

2.5 Additional Policies

These Terms should be read together with the Company's other published policies, all of which form part of your contractual relationship with MotoGuardian where applicable.

Where there is any inconsistency between these Terms and a product-specific policy, the product-specific policy will take precedence in relation to that subject matter.

2.6 Electronic Communications

By creating an account, placing an order or contacting MotoGuardian electronically, you consent to receive communications from us by electronic means, including email, in-app notifications or other digital communication channels.

These communications may include:

- a) order confirmations;
- b) invoices and receipts;
- c) service notifications;
- d) subscription reminders;
- e) security alerts;
- f) important changes to our services;
- g) updates to these Terms or our policies; and
- h) other information necessary for the operation of your MotoGuardian account.

Where required by law, we will obtain your separate consent before sending marketing communications. You may opt out of marketing emails at any time without affecting essential service communications.

2.7 Availability of Services

MotoGuardian is intended for use in supported territories and on compatible devices. While we aim to provide continuous access to our website, applications and services, we do not guarantee that they will always be available, uninterrupted or error-free.

Access to certain features may depend on factors outside our reasonable control, including mobile network coverage, GPS signal availability, internet connectivity, third-party cloud services and the correct installation and operation of the MotoGuardian Device.

2.8 Business and Consumer Customers

These Terms apply to both Consumer and Business Customers.

Certain statutory rights available to Consumers under Irish and, where applicable, UK consumer protection legislation may not apply to Business Customers. Nothing in these Terms is intended to exclude or limit any rights that cannot lawfully be excluded under applicable consumer protection legislation.

2.9 Questions About These Terms

If you have any questions regarding these Terms or any aspect of the MotoGuardian platform, please contact us before using our products or services.

General Enquiries: **info@motoguardian.ie**

Technical Support: **support@motoguardian.ie**

Website: **www.motoguardian.ie**

If you purchase through Kickstarter or another crowdfunding platform, additional platform terms may also apply.

3. Eligibility

3.1 Legal Capacity

To purchase MotoGuardian products or services, create a MotoGuardian account or enter into a subscription with the Company, you must have the legal capacity to enter into a binding contract under the laws of your country of residence.

By placing an order or creating an account, you confirm that you satisfy these eligibility requirements.

3.2 Minimum Age

MotoGuardian products and services are intended for use by individuals who are **18 years of age or older**.

If you are under the age of 18, you may only use MotoGuardian products or services with the knowledge and consent of a parent or legal guardian. Any purchase or subscription must be completed by a parent, legal guardian or other person who has the legal authority to enter into a binding contract on your behalf.

The Company may request proof of age where reasonably necessary.

3.3 Business Customers

Where you are purchasing MotoGuardian products or services on behalf of a company, partnership, charity, public authority or other organisation, you confirm that:

- a) you have the authority to act on behalf of that organisation;
- b) you are authorised to enter into legally binding agreements on its behalf;
- c) the organisation accepts these Terms and Conditions; and
- d) you have obtained any internal approvals required before placing the order.

If you do not have such authority, you must not purchase or register MotoGuardian products on behalf of the organisation.

3.4 Accurate Information

You agree to provide complete, accurate and up-to-date information when:

- a) creating a MotoGuardian account;
- b) placing an order;
- c) registering a MotoGuardian Device;
- d) subscribing to our services; or
- e) contacting customer support.

This includes, where applicable:

- a) your full name;

- b) email address;
- c) billing and delivery addresses;
- d) payment information;
- e) motorcycle details;
- f) emergency contact information; and
- g) any other information reasonably required to provide our products and services.

You are responsible for ensuring that this information remains accurate and current throughout your use of the MotoGuardian platform.

3.5 Account Security

If you create a MotoGuardian account, you are responsible for maintaining the confidentiality of your login credentials.

You agree to:

- a) keep your username and password secure;
- b) not share your account with another person unless expressly permitted by the Company;
- c) notify us immediately if you believe your account has been compromised or accessed without authorisation; and
- d) take reasonable steps to prevent unauthorised access to your account or registered devices.

The Company is not responsible for losses arising from your failure to adequately protect your account credentials.

3.6 Compliance with Applicable Laws

You are responsible for ensuring that your purchase and use of MotoGuardian products and services complies with all applicable laws and regulations in your jurisdiction.

This includes, but is not limited to:

- a) laws relating to GPS tracking;
- b) privacy and data protection legislation;
- c) telecommunications regulations;
- d) export and import controls;
- e) road traffic legislation; and
- f) any other legal requirements applicable to your use of the MotoGuardian platform.

You must not use MotoGuardian products or services for any unlawful, fraudulent or unauthorised purpose.

3.7 Compatible Devices and Installation

To use MotoGuardian services, you must:

- a) own or have lawful authority to use the motorcycle on which the MotoGuardian Device is installed;
- b) install the Device in accordance with the Company's instructions (or have it installed by a competent person);
- c) use a compatible smartphone and supported operating system for the MotoGuardian mobile application; and
- d) maintain any required internet or mobile data connectivity necessary for the operation of the MotoGuardian platform.

Failure to meet these requirements may affect the availability or performance of certain features.

3.8 Right to Refuse Service

The Company may, in its reasonable discretion and to the extent permitted by applicable law, refuse or cancel an order, suspend an account or deny access to the MotoGuardian platform where:

- a) the eligibility requirements set out in these Terms are not met;
- b) false, misleading or incomplete information has been provided;
- c) fraudulent or suspicious activity is suspected;
- d) payment cannot be successfully authorised or collected;
- e) use of the MotoGuardian platform would breach applicable laws or regulations;
- or
- f) continued provision of services would expose the Company or its customers to unacceptable legal, financial or security risks.

Where reasonably possible, we will notify you of the reason for such action.

3.9 Consumer Rights

Nothing in this section affects any statutory rights that cannot be excluded or limited under applicable consumer protection legislation, including the laws of the Republic of Ireland and, where applicable, the United Kingdom.

4. Products and Services

4.1 Overview

MotoGuardian is an integrated motorcycle security and rider safety platform developed and operated by **The Helix Alliance Limited**. The platform combines GPS tracking hardware, cloud-based services, mobile applications and subscription services to provide riders with a comprehensive solution for protecting, monitoring and managing their motorcycles.

MotoGuardian has been designed to provide more than traditional GPS tracking by bringing together motorcycle security, rider safety and motorcycle management into a single connected platform.

MotoGuardian assists riders.

Customers remain responsible for securing their motorcycle using appropriate physical security measures.

MotoGuardian does not physically recover motorcycles.

Customers should contact the Police/Gardaí.

4.2 Components of the MotoGuardian Platform

The MotoGuardian platform may include one or more of the following components:

a) MotoGuardian Device

A physical GPS tracking device installed on a motorcycle.

At the Effective Date of these Terms, MotoGuardian Devices are based on the Teltonika FTC961 platform.

The Company may introduce alternative or successor hardware at any time without affecting these Terms, provided the replacement hardware offers comparable or improved functionality.

b) MotoGuardian Mobile Application

The MotoGuardian mobile application provides Customers with secure access to their registered motorcycles and supported platform features.

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The application may be available for compatible devices through:

- a) Apple App Store
- b) Google Play Store

Availability may vary depending on country, operating system version and device compatibility.

c) Cloud Platform

MotoGuardian operates a secure cloud platform that enables supported features including:

- a) secure account management;
- b) live GPS location updates;
- c) journey history;
- d) route analytics;
- e) device management;
- f) push notifications;
- g) emergency notifications;
- h) cloud data synchronisation;
- i) software configuration; and
- j) future platform enhancements.

Cloud services are hosted using reputable third-party infrastructure providers selected by the Company.

d) Subscription Services

Certain MotoGuardian functionality requires an active subscription.

The subscription includes access to supported cloud services, mobile data connectivity, software updates and other premium platform features.

Further details regarding subscriptions are contained within the **Subscription Terms**.

4.3 Features

Depending upon the purchased subscription and the capabilities of the registered Device, MotoGuardian may provide features including, but not limited to:

- a) Real-time GPS tracking
- b) Journey recording

- c) Journey history
- d) GPX route export
- e) Motorcycle analytics
- f) Crash detection
- g) Emergency contact notifications
- h) Theft alerts
- i) Geofence alerts
- j) Tow-away detection
- k) Battery disconnect alerts
- l) Motorcycle management
- m) Maintenance reminders
- n) Insurance reminders
- o) Road tax reminders
- p) MOT/NCT reminders
- q) Service reminders
- r) Push notifications
- s) Device status monitoring
- t) Rider profile management
- u) Motorcycle profile management
- v) Cloud synchronisation
- w) Software updates
- x) Additional rider safety and motorcycle management services introduced from time to time.

The availability of individual features may vary depending upon:

- a) subscription level;
- b) hardware capabilities;
- c) mobile network coverage;
- d) GPS signal availability;
- e) smartphone compatibility;
- f) country of operation; and
- g) future software releases.

4.4 Continuous Development

MotoGuardian is an actively developed platform.

The Company continuously improves its products and services by introducing new functionality, performance improvements, security enhancements and bug fixes.

Accordingly, the MotoGuardian platform may evolve over time and The Company may:

- a) introduce new features;
- b) improve existing functionality;
- c) modify user interfaces;
- d) enhance security;
- e) improve system performance;
- f) replace third-party service providers;
- g) retire obsolete functionality;
- h) discontinue legacy features; or
- i) introduce optional premium services.

Where changes materially affect the way Customers use the MotoGuardian platform, the Company will endeavour to provide reasonable notice where practicable.

4.5 Software Updates

The Company may release software updates for:

- a) the mobile application;
- b) backend services;
- c) firmware;
- d) APIs;
- e) cloud infrastructure; and
- f) supporting systems.

Some updates may be mandatory to ensure continued compatibility, security or compliance.

Customers may be required to install software updates in order to continue using certain MotoGuardian features.

The Company is not responsible for issues arising where Customers deliberately choose not to install available updates.

4.6 Availability of Services

While the Company aims to provide a reliable and continuously available service, MotoGuardian depends upon a number of third-party technologies that are outside the Company's direct control.

Certain features may be temporarily unavailable due to:

- a) scheduled maintenance;
- b) emergency maintenance;

- c) mobile network outages;
- d) GPS satellite availability;
- e) internet connectivity;
- f) cloud infrastructure failures;
- g) operating system updates;
- h) third-party service interruptions; or
- i) other circumstances beyond the Company's reasonable control.

The Company does not guarantee uninterrupted or error-free operation of the MotoGuardian platform.

4.7 Product Improvements

The Company may modify or improve the MotoGuardian platform without prior notice where such changes:

- a) improve security;
- b) improve reliability;
- c) enhance usability;
- d) comply with legal or regulatory requirements;
- e) address software defects; or
- f) introduce new rider safety or motorcycle management functionality.

The Company will use reasonable endeavours to ensure that such changes do not materially reduce the core functionality of the MotoGuardian platform during an active subscription period.

4.8 Third-Party Services

MotoGuardian integrates with certain third-party technologies and service providers, including but not limited to:

- a) mobile network operators;
- b) cloud hosting providers;
- c) payment processors;
- d) mapping providers;
- e) push notification services;
- f) Apple App Store;
- g) Google Play Store; and
- h) analytics providers.

The availability and performance of certain MotoGuardian features may depend upon the continued availability of these third-party services.

The Company is not responsible for interruptions or limitations caused by third-party providers.

4.9 Product Descriptions

The Company makes every reasonable effort to ensure that product descriptions, specifications, photographs, screenshots and marketing materials accurately represent MotoGuardian products and services.

However:

- a) colours may vary between devices;
- b) screenshots may represent development versions;
- c) feature availability may differ depending on subscription level;
- d) specifications may change as the platform evolves.

Images displayed on the Website are for illustrative purposes unless expressly stated otherwise.

4.10 Future Development

MotoGuardian has been designed as a continually evolving rider ecosystem.

The Company intends to introduce additional functionality over time, which may include new rider safety features, motorcycle management tools, community functionality, integrations with third-party services and other enhancements.

The publication of a product roadmap, marketing material or planned functionality does not constitute a contractual obligation to deliver any specific future feature unless expressly stated in writing.

4.11 No Guarantee Against Theft or Injury

While MotoGuardian is designed to enhance motorcycle security and rider safety, the Company does **not** guarantee that use of the MotoGuardian platform will:

- a) prevent theft;
- b) prevent attempted theft;
- c) recover a stolen motorcycle;
- d) prevent accidents;
- e) detect every collision;
- f) notify emergency contacts in every circumstance; or
- g) prevent injury, damage or loss.

MotoGuardian should be regarded as one element of a broader motorcycle security and safety strategy and should not replace appropriate physical security measures, safe riding practices or emergency procedures.

5. Orders

5.1 Placing an Order

Orders for MotoGuardian products and services may be placed through the MotoGuardian website or through any other sales channel authorised by the Company.

By placing an order, you are making an offer to purchase the selected products and/or services in accordance with these Terms and Conditions.

Submitting an order does not constitute acceptance of your order by the Company.

5.2 Order Acceptance

All orders are subject to acceptance by the Company.

A contract between you and the Company is formed only when:

- a) your order has been accepted by the Company;
- b) payment has been successfully authorised (where applicable); and
- c) we issue an Order Confirmation by email or other written confirmation.

The automated acknowledgement sent immediately after an order is placed confirms only that we have received your order. It does not constitute acceptance of that order.

5.3 Availability of Products

All products are offered subject to availability.

While the Company makes every effort to maintain accurate stock levels, there may be occasions where products become unavailable after an order has been placed.

Where this occurs, we may:

- a) delay dispatch until stock becomes available;
- b) offer an equivalent or upgraded replacement product;
- c) contact you to discuss alternative options; or

- d) cancel the order and issue a full refund for any amounts paid.

The Company shall not be liable for any indirect or consequential losses arising from product unavailability.

5.4 Pricing Errors

The Company takes reasonable care to ensure that product descriptions, pricing and promotional offers displayed on the Website are accurate.

However, errors may occasionally occur.

If an obvious pricing, promotional or typographical error is identified before your order has been accepted, the Company may:

- a) refuse the order;
- b) cancel the order;
- c) correct the pricing error; or
- d) offer you the opportunity to proceed at the correct price.

Where payment has already been taken and the order is cancelled due to a genuine pricing error, a full refund will be issued using the original payment method.

5.5 Promotional Offers

From time to time, the Company may offer promotional pricing, discount codes, launch offers or limited-time campaigns.

Unless expressly stated otherwise:

- a) promotions cannot be combined;
- b) discount codes have no cash value;
- c) promotions may be withdrawn or amended at any time before an order is accepted;
- d) promotional pricing applies only during the advertised promotional period; and
- e) The Company may invalidate promotional codes where misuse, fraud or technical error is suspected.

Where a promotion is limited by quantity, eligibility or time, the Company's decision regarding availability shall be final.

5.6 Right to Decline or Cancel Orders

The Company may refuse or cancel an order at any time before dispatch where reasonably necessary.

This may include, but is not limited to, circumstances where:

- a) fraudulent activity is suspected;
- b) payment authorisation fails;
- c) incorrect or incomplete customer information has been provided;
- d) an obvious pricing or website error has occurred;
- e) stock is unavailable;
- f) export restrictions apply;
- g) delivery cannot reasonably be completed;
- h) the order breaches applicable law or sanctions;
- i) the order appears to have been placed using automated systems or bots;
- j) there is evidence of abuse of promotional offers; or
- k) fulfilling the order would expose the Company to unreasonable commercial or legal risk.

Where an order is cancelled after payment has been received, the Company will issue a refund as soon as reasonably practicable using the original payment method.

5.7 Verification of Orders

To help protect both Customers and the Company against fraud, we may request additional verification before accepting or dispatching an order.

This may include verification of:

- a) billing information;
- b) delivery address;
- c) identity;
- d) payment method;
- e) age; or
- f) authority to purchase on behalf of a business.

Failure to provide requested information within a reasonable period may result in cancellation of the order.

5.8 Changes to Orders

Customers should review their order carefully before submitting it.

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If you need to amend or cancel an order after it has been placed, please contact us as soon as possible.

While we will make reasonable efforts to accommodate changes, we cannot guarantee that amendments can be made once an order has entered processing, packaging or dispatch.

Your statutory cancellation rights remain unaffected.

5.9 Order Confirmation

Once an order has been accepted, the Company will send an Order Confirmation to the email address provided during checkout.

The Order Confirmation will typically include:

- a) order reference number;
- b) products purchased;
- c) subscription details;
- d) pricing;
- e) taxes (where applicable);
- f) delivery address;
- g) payment confirmation; and
- h) estimated dispatch information.

Customers are responsible for checking the accuracy of their Order Confirmation and notifying the Company promptly of any errors.

5.10 Ownership of Promotional Material

Images, videos, specifications and promotional content displayed on the Website are provided for illustrative purposes only.

The Company may improve, modify or update product packaging, software features or accessories without affecting the validity of accepted orders, provided such changes do not materially reduce the core functionality of the purchased product.

5.11 Refusal of Service

The Company may refuse future orders or suspend purchasing privileges where a Customer has:

- a) repeatedly breached these Terms;

- b) engaged in fraudulent activity;
- c) abused promotional offers;
- d) attempted unauthorised resale where prohibited;
- e) acted in a threatening or abusive manner towards Company staff; or
- f) otherwise used the MotoGuardian platform in a manner that causes significant operational, legal or reputational risk.

Nothing in this section affects any statutory rights available under applicable consumer protection legislation.

5.12 Consumer Rights

Nothing in this section limits or excludes any statutory rights available to Consumers under the laws of the Republic of Ireland or, where applicable, the United Kingdom.

Where mandatory consumer legislation provides greater protection than these Terms, the applicable legislation shall prevail.

6. Pricing and Payment

6.1 Pricing

The prices displayed on the MotoGuardian Website are shown in the currency specified at the time of purchase and relate to the products and services described.

Unless expressly stated otherwise, all prices are exclusive of delivery charges, customs duties, import taxes or other charges that may apply depending on the delivery destination.

Where Value Added Tax (VAT) or any equivalent sales tax is applicable, the Website will clearly indicate whether prices are inclusive or exclusive of such taxes.

The Company may amend pricing at any time without prior notice. However, any change in price will not affect an order that has already been accepted by the Company.

Subscription price changes apply from the next renewal only.

6.2 Launch Offers and Promotional Pricing

From time to time, the Company may offer promotional pricing, introductory offers, Founding Rider discounts, early adopter incentives or other limited-time promotions.

Unless expressly stated otherwise:

- a) promotional pricing applies only during the advertised promotional period;
- b) discounts cannot be applied retrospectively to completed purchases;
- c) only one promotional offer may be used per order unless otherwise specified;
- d) promotional offers have no cash value and cannot be exchanged for credit or refunded separately;
- e) promotional offers may be limited by stock availability or quantity; and
- f) promotional offers are available only while stocks last.

The Company may modify, suspend or withdraw promotional offers at any time before an order has been accepted.

6.3 Promotional Codes

Where promotional or discount codes are issued by the Company, they remain the property of the Company and are subject to the conditions accompanying the promotion.

Unless expressly stated otherwise:

- a) promotional codes may only be used once per qualifying purchase;
- b) promotional codes may not be sold, transferred or exchanged;
- c) promotional codes may not be combined with other promotions;
- d) promotional codes cannot be redeemed for cash;
- e) promotional codes cannot be applied after an order has been completed.

The Company may cancel or refuse promotional codes where:

- a) fraudulent activity is suspected;
- b) a code has been published without authorisation;
- c) a technical error has resulted in incorrect pricing;
- d) the promotion has expired;
- e) misuse or abuse of the promotion is identified.

The Company's decision regarding promotional eligibility shall be final.

6.4 Payment Methods

The Company accepts payment using the payment methods displayed during the checkout process.

Accepted payment methods may include:

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- a) Visa
- b) Mastercard
- c) American Express
- d) Apple Pay
- e) Google Pay
- f) Shop Pay
- g) PayPal (where offered)
- h) Other payment methods displayed during checkout.

Available payment methods may vary depending on your location and the platform through which the order is placed.

6.5 Secure Payment Processing

All online payments are processed securely using **Stripe**, a third-party payment processor.

MotoGuardian does **not** store your full payment card details on its own systems.

Payment information is transmitted using industry-standard encryption and processed in accordance with the security standards maintained by Stripe, including compliance with the Payment Card Industry Data Security Standard (PCI DSS).

By submitting payment information, you also agree to the applicable terms and privacy policies of our payment providers.

Further information regarding the processing of payment data can be found in our **Privacy Policy**.

6.6 Payment Authorisation

By placing an order, you confirm that:

- a) you are authorised to use the chosen payment method;
- b) sufficient funds or credit are available;
- c) the payment details provided are accurate and complete; and
- d) you authorise the Company and its payment providers to process the payment.

The Company may undertake payment verification and fraud prevention checks before accepting an order.

6.7 Failed Payments

If payment cannot be successfully authorised or collected, the Company may:

- a) decline the order;
- b) delay dispatch;
- c) request an alternative payment method;
- d) suspend access to subscription services; or
- e) cancel the order.

The Company shall not be liable for delays arising from failed payment authorisation.

6.8 Subscription Payments

Where the Customer purchases a MotoGuardian subscription:

- a) the first subscription period shall be provided as advertised at the time of purchase;
- b) subsequent subscription fees shall become payable at the end of the included subscription period unless cancelled beforehand;
- c) subscription charges will be collected using the payment method registered to the Customer's account; and
- d) the Customer is responsible for ensuring that valid payment details remain available throughout the subscription period.

Further information is contained within the **Subscription Terms**.

6.9 Automatic Renewal

Where automatic renewal applies, the Customer authorises the Company to collect recurring subscription payments using the stored payment method until the subscription is cancelled in accordance with the **Cancellation Policy**.

Customers will be able to manage or cancel their subscription through their MotoGuardian account or by contacting Customer Support.

6.10 Taxes and Duties

Customers are responsible for paying any applicable customs duties, import taxes, local taxes or other governmental charges that apply outside the Republic of Ireland, unless expressly stated otherwise during checkout.

The Company has no control over customs charges imposed by foreign authorities and cannot predict their amount.

Failure to pay applicable customs charges may result in delays, returned shipments or additional costs, for which the Company accepts no responsibility.

6.11 Refunds

Where a refund is approved under these Terms or the applicable Returns & Refund Policy, refunds will normally be processed using the original payment method.

Refund processing times may vary depending upon:

- a) the payment provider;
- b) the card issuer;
- c) banking institutions; and
- d) international payment processing times.

The Company is not responsible for delays caused by financial institutions or third-party payment providers.

6.12 Pricing Accuracy

The Company takes reasonable care to ensure that all prices displayed on the Website are accurate.

However, in the event of an obvious pricing error, typographical error or technical malfunction affecting displayed prices, The Company may:

- a) refuse the order prior to acceptance;
- b) cancel the order before dispatch;
- c) correct the pricing error; or
- d) offer the Customer the opportunity to proceed at the correct price.

Where payment has already been taken for an order cancelled due to a genuine pricing error, a full refund will be issued promptly.

6.13 Changes to Pricing

The Company may amend product pricing, subscription fees, delivery charges and other fees from time to time.

Changes to product pricing will not affect orders that have already been accepted.

Where subscription pricing is due to change, Customers will receive reasonable advance notice before the revised pricing takes effect. Customers who do not accept the revised subscription fee may cancel their subscription before the renewal date in accordance with the **Cancellation Policy**.

6.14 Consumer Rights

Nothing in this section limits or excludes any statutory rights available to Consumers under the laws of the Republic of Ireland or, where applicable, the United Kingdom.

Any rights granted under applicable consumer protection legislation shall prevail over these Terms where required by law.

6.15 VAT Registration

At the time of purchase, the Company may not be registered for Value Added Tax (VAT). Where the Company is not required to charge VAT, prices displayed on the Website will not include VAT.

If the Company subsequently becomes VAT registered, this will not affect completed orders. Future purchases will be charged in accordance with applicable tax legislation and the pricing displayed on the Website at the time the order is placed.

7. Shipping and Delivery

7.1 Shipping Overview

The Company aims to dispatch all MotoGuardian orders promptly and in accordance with the estimated dispatch times displayed on the Website at the time of purchase.

Dispatch and delivery estimates are provided in good faith and are intended as guidance only. While we make every reasonable effort to meet these estimates, they are not guaranteed and may vary depending on stock availability, destination, customs processing, carrier performance and circumstances beyond our reasonable control.

7.2 Order Processing

Orders are normally processed during our standard business hours on Working Days.

Orders placed outside normal business hours, including weekends and public holidays, will normally begin processing on the next Working Day.

Before dispatch, each MotoGuardian Device may undergo:

- a) device configuration;
- b) firmware updates;
- c) SIM activation;
- d) quality assurance testing;
- e) packaging inspection; and
- f) final dispatch verification.

This process helps ensure that every Device is fully prepared before shipment.

7.3 Dispatch Targets

Unless otherwise stated on the Website or during checkout, the Company aims to dispatch orders within the estimated timeframe published at the time of purchase.

During periods of high demand, promotional campaigns, product launches or public holidays, dispatch times may be longer than normal.

Where significant delays are anticipated, we will use reasonable efforts to notify affected Customers.

7.4 Delivery Estimates

Delivery times vary depending on the destination and selected delivery method.

Estimated delivery times commence once the order has been dispatched and should not be interpreted as guaranteed delivery dates.

Delivery times may be affected by:

- a) courier availability;
- b) severe weather;
- c) customs inspections;
- d) transport disruption;
- e) public holidays;
- f) industrial action;
- g) remote delivery locations; and
- h) other events outside the Company's reasonable control.

The Company shall not be liable for delays caused by third-party delivery providers.

7.5 Delivery Addresses

Customers are responsible for providing a complete and accurate delivery address when placing an order.

The Company accepts no responsibility for delays, failed deliveries or additional costs arising from:

- a) incorrect addresses;
- b) incomplete addresses;
- c) inaccessible delivery locations; or
- d) failure by the Customer to receive the delivery.

Where an order is returned due to incorrect delivery information, additional shipping charges may apply before the order is re-dispatched.

7.6 Shipping Destinations

MotoGuardian products may be shipped to countries listed on the Website at the time of purchase.

The availability of shipping destinations may change without notice due to legal, logistical or commercial considerations.

The Company may decline orders for destinations where delivery is not reasonably practicable or where export restrictions apply.

7.7 International Deliveries

For international shipments, delivery times may be longer than domestic deliveries due to customs clearance, local carrier handling and international transport arrangements.

Customers are responsible for ensuring that MotoGuardian products may legally be imported into their country.

The Company cannot guarantee delivery times for international shipments once goods have entered the destination country's customs process.

7.8 Customs Duties and Import Taxes

For deliveries outside the Republic of Ireland, Customers may be required to pay:

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- a) customs duties;
- b) import VAT;
- c) local sales taxes;
- d) customs handling charges; or
- e) other government-imposed fees.

Unless expressly stated during checkout, these charges are **not** included within the purchase price.

The Customer is solely responsible for paying any applicable customs duties or taxes.

Failure to pay customs charges may result in:

- a) delayed delivery;
- b) goods being returned to the Company;
- c) destruction of the goods by customs authorities; or
- d) additional storage or administration charges.

The Company accepts no responsibility for such charges or delays.

7.9 Transfer of Risk

Risk in the MotoGuardian products passes to the Customer upon delivery to the delivery address specified in the order.

For Consumer Customers, ownership and risk shall transfer in accordance with applicable Irish consumer protection legislation, including where mandatory legal rights provide otherwise.

Nothing in these Terms affects any statutory consumer rights relating to the delivery of goods.

7.10 Ownership of Goods

Legal ownership of the MotoGuardian Device transfers to the Customer only after:

- a) full payment has been received; and
- b) the goods have been delivered,

unless otherwise required by applicable law.

Subscription services, software and cloud services remain licensed and are not transferred to the Customer.

7.11 Lost Shipments

If an order has not been received within a reasonable period after dispatch, Customers should contact the Company as soon as possible.

The Company will work with the appointed delivery provider to investigate the shipment.

Depending on the outcome of the investigation, the Company may:

- a) locate the shipment;
- b) arrange a replacement;
- c) issue a refund; or
- d) provide another appropriate resolution.

The Company may wait until the courier's investigation has been completed before issuing a replacement or refund, unless consumer legislation requires otherwise.

7.12 Damaged Deliveries

Customers should inspect their delivery as soon as reasonably practicable after receipt.

If the packaging appears damaged, Customers should:

- a) note the damage with the courier where possible;
- b) photograph the packaging and contents;
- c) retain all original packaging; and
- d) contact the Company promptly.

Where goods are confirmed to have been damaged during transit, the Company will arrange an appropriate remedy in accordance with applicable consumer legislation.

7.13 Partial Deliveries

Where an order contains multiple products, The Company may dispatch items separately where necessary.

Partial deliveries shall not constitute a breach of contract, provided the remaining items are dispatched within a reasonable time or an alternative arrangement is agreed with the Customer.

7.14 Delivery Delays

The Company shall not be liable for delays arising from circumstances beyond its reasonable control, including but not limited to:

- a) severe weather;
- b) natural disasters;
- c) pandemics;
- d) industrial disputes;
- e) customs delays;
- f) transport disruptions;
- g) government restrictions;
- h) courier failures;
- i) shortages of components or raw materials; or
- j) Force Majeure Events.

Where delays are expected to be significant, we will use reasonable efforts to keep Customers informed.

7.15 Failed Deliveries

If delivery cannot be completed because:

- a) the Customer is unavailable;
- b) access cannot be obtained;
- c) the address is incorrect; or
- d) the parcel is not collected from a designated collection point,

the delivery provider may attempt redelivery or return the goods to the Company.

Any additional delivery charges incurred due to repeated failed delivery attempts may be charged to the Customer where permitted by law.

7.16 Collection of Goods

Where the Company offers collection in person, Customers may be required to provide:

- a) proof of identity;
- b) proof of purchase; and
- c) the order confirmation.

The Company may refuse collection where satisfactory identification cannot be provided.

7.17 Delivery Restrictions

The Company may refuse delivery to locations where:

- a) delivery is prohibited by law;
- b) export restrictions apply;
- c) courier services are unavailable;
- d) delivery presents unreasonable commercial risk; or
- e) fraud is reasonably suspected.

7.18 Consumer Rights

Nothing in this Shipping and Delivery Policy limits or excludes any statutory rights available to Consumers under Irish consumer protection legislation or, where applicable, United Kingdom consumer legislation.

Where mandatory consumer legislation provides greater protection than these Terms, that legislation shall prevail.

7.19 Device Preparation Prior to Dispatch

Every MotoGuardian Device is individually prepared before shipment. This preparation may include firmware updates, SIM provisioning, platform registration, configuration and quality assurance testing to help ensure the Device is ready for activation upon installation.

As a result, dispatch may occasionally take longer than the standard warehouse fulfilment process used for off-the-shelf consumer products. Where this occurs, the Company will use reasonable efforts to keep Customers informed of any revised dispatch times.

8. Ownership and Risk

8.1 Ownership of Hardware

Legal ownership (title) of the MotoGuardian Device and any accompanying physical accessories remains with **The Helix Alliance Limited** until:

- a) the Customer has paid all amounts due in full;
- b) payment has been successfully received and cleared; and
- c) the goods have been delivered to the Customer in accordance with these Terms.

Until ownership passes, the Company retains legal title to the hardware.

Ownership of the Device remains with the Customer even if the subscription expires.

Ownership of hardware does not transfer ownership of software.

8.2 Transfer of Ownership

Subject to Clause 8.1, ownership of the MotoGuardian Device transfers to the Customer upon successful delivery of the goods and receipt of full payment.

Ownership of the physical hardware does **not** transfer ownership of:

- a) the MotoGuardian software;
- b) firmware;
- c) mobile application;
- d) cloud platform;
- e) APIs;
- f) trademarks;
- g) intellectual property;
- h) source code; or
- i) subscription services.

These remain the exclusive property of the Company or its licensors and are provided under licence only.

8.3 Subscription Services

The purchase of a MotoGuardian Device includes only those subscription services expressly stated at the time of purchase.

Unless otherwise advertised, the purchase of hardware does not provide perpetual access to MotoGuardian cloud services.

Following the included subscription period, continued access to subscription features requires an active MotoGuardian subscription in accordance with the Subscription Terms.

8.4 Software Licence

The software supplied with MotoGuardian is licensed, not sold.

Ownership of the Device does not grant the Customer any ownership rights in:

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- a) the MotoGuardian mobile application;
- b) firmware;
- c) backend systems;
- d) cloud infrastructure;
- e) software updates;
- f) databases;
- g) APIs; or
- h) any other software developed by or licensed to the Company.

The Customer receives only a limited, non-exclusive, non-transferable and revocable licence to use the software in accordance with these Terms.

8.5 Transfer of Risk

Risk of loss of or damage to the MotoGuardian Device passes to the Customer when the goods have been delivered to the delivery address specified in the order.

For the purposes of these Terms, delivery occurs when the goods are:

- a) delivered to the Customer personally;
- b) delivered to a person authorised by the Customer to receive the goods; or
- c) delivered to the address provided during checkout.

Once delivery has occurred, the Customer assumes responsibility for the safekeeping, installation and use of the Device.

8.6 Consumer Protection

Where the Customer is a Consumer, the transfer of risk shall be interpreted in accordance with applicable consumer protection legislation.

Nothing in these Terms affects any statutory rights under Irish consumer law, including circumstances where risk remains with the Company until physical possession of the goods has been taken by the Consumer or a person nominated by the Consumer.

If any provision of this section conflicts with mandatory consumer legislation, the applicable legislation shall prevail.

8.7 Business Customers

For Business Customers, unless otherwise agreed in writing, risk transfers upon delivery in accordance with Clause 8.5.

Business Customers are responsible for ensuring appropriate insurance arrangements are in place following delivery.

8.8 Failure to Take Delivery

If the Customer fails to accept delivery without reasonable cause, risk in the goods may pass at the point when delivery would reasonably have occurred, subject to applicable consumer legislation.

The Company may recover any reasonable costs incurred as a result of repeated failed delivery attempts or storage charges imposed by third-party carriers.

8.9 Loss or Damage After Delivery

The Company is not responsible for any loss, theft or damage occurring after risk has passed to the Customer, except where such loss or damage results from:

- a) a manufacturing defect covered by the Warranty Policy;
- b) failure by the Company to comply with applicable consumer legislation; or
- c) any other circumstance for which liability cannot legally be excluded.

Customers are encouraged to inspect the Device promptly upon delivery and report any transit damage in accordance with the Shipping and Delivery Policy.

8.10 Retention of Ownership Rights

Nothing in these Terms shall prevent the Company from exercising any legal rights available to recover unpaid sums or protect its intellectual property.

Where payment is subsequently reversed, cancelled or found to have been obtained fraudulently, the Company may, to the extent permitted by law, to recover the goods or suspend associated services until the matter has been resolved.

8.11 No Transfer of Intellectual Property

The sale of a MotoGuardian Device does not transfer any ownership rights in the Company's intellectual property.

All intellectual property rights relating to the MotoGuardian platform, including but not limited to:

- a) software;
- b) firmware;

- c) cloud services;
- d) databases;
- e) trademarks;
- f) logos;
- g) graphics;
- h) documentation;
- i) marketing materials;
- j) designs; and
- k) source code,

remain the exclusive property of The Helix Alliance Limited or its licensors.

8.12 Consumer Rights

Nothing in this section limits or excludes any statutory rights available to Consumers under the laws of the Republic of Ireland or, where applicable, the United Kingdom.

Where mandatory consumer protection legislation provides greater rights than these Terms, the applicable legislation shall prevail.

8.13 Effect of Subscription Expiry

The MotoGuardian Device remains the property of the Customer following the purchase of the hardware. However, certain cloud-based functionality, including real-time tracking, notifications, cloud storage, SIM connectivity and other subscription-dependent services, will cease to operate if the associated subscription expires or is cancelled.

The Customer acknowledges that continued operation of these services is dependent upon maintaining an active MotoGuardian subscription.

9. Subscription Services

9.1 Subscription Overview

MotoGuardian is a connected motorcycle security and rider safety platform that combines GPS tracking hardware with secure cloud services, mobile connectivity and software functionality.

The purchase of a MotoGuardian Device includes an initial subscription period as advertised at the time of purchase. Continued access to certain MotoGuardian services requires an active subscription.

The subscription enables the Company to provide ongoing services including cloud hosting, SIM connectivity, software updates, platform maintenance and continuous feature development.

9.2 Included Subscription Period

Unless otherwise stated at the time of purchase, every new MotoGuardian Device includes **twelve (12) months of MotoGuardian Subscription Services** from the date the Device is activated.

During the included subscription period, Customers will have access to all features included within their purchased subscription package, subject to these Terms.

The included subscription forms part of the original purchase price and cannot be exchanged for cash, transferred independently of the Device or redeemed against future subscription renewals.

9.3 Subscription Renewal

At the end of the included subscription period, Customers may continue using subscription-based services by renewing their MotoGuardian subscription.

Unless otherwise advertised, the standard renewal pricing shall be:

- a) **€7.99 per month**, or
- b) an **annual subscription plan**, where offered by the Company.

Subscription pricing may change from time to time in accordance with Clause 9.13.

The current subscription pricing will always be published on the MotoGuardian Website.

9.4 Auto-Renewal

Unless cancelled before the renewal date, MotoGuardian subscriptions will automatically renew for successive subscription periods using the payment method stored on the Customer's account.

By subscribing, the Customer authorises the Company (or its payment provider) to collect recurring subscription payments until the subscription is cancelled.

Customers may disable automatic renewal at any time before the next billing date by:

- a) managing their subscription within their MotoGuardian account;
- b) contacting Customer Support; or
- c) using any other cancellation method made available by the Company.

Cancelling automatic renewal prevents future subscription charges but does not entitle the Customer to a refund for any subscription period already paid.

9.5 Subscription Features

An active MotoGuardian subscription may include access to features such as:

- a) Real-time GPS tracking
- b) Live motorcycle location
- c) Journey history
- d) GPX export
- e) Rider analytics
- f) Maintenance reminders
- g) Service reminders
- h) Tax reminders
- i) Insurance reminders
- j) Crash detection
- k) Emergency contact notifications
- l) Geofence alerts
- m) Tow-away detection
- n) Battery disconnect alerts
- o) Push notifications
- p) Cloud synchronisation
- q) Device management
- r) Secure data storage
- s) Software updates
- t) Customer support
- u) Future platform enhancements included within the Customer's subscription tier.

Feature availability may vary depending on:

- a) hardware compatibility;
- b) subscription level;
- c) country of operation;
- d) mobile network availability; and
- e) future software development.

9.6 SIM Connectivity

MotoGuardian subscription fees contribute towards the ongoing operation of the platform, including but not limited to:

- a) SIM connectivity;
- b) mobile data usage;
- c) secure cloud hosting;
- d) software maintenance;
- e) cyber security;
- f) mapping services;
- g) push notification services;
- h) platform monitoring;
- i) infrastructure upgrades; and
- j) continuous product development.

Customers acknowledge that these ongoing operational costs form part of the reason a subscription is required.

9.7 Failed Payments

If a subscription payment cannot be successfully collected, the Company may:

- a) retry the payment;
- b) notify the Customer of the failed payment;
- c) request an updated payment method;
- d) temporarily suspend subscription services;
- e) restrict access to premium features; or
- f) terminate the subscription after reasonable attempts to collect payment have failed.

The Company will use reasonable efforts to notify Customers before permanent suspension where practicable.

9.8 Suspension of Services

If a subscription expires, is cancelled or is suspended due to non-payment, access to subscription-dependent services may cease.

This may include, but is not limited to:

- a) live GPS tracking;
- b) real-time alerts;

- c) cloud synchronisation;
- d) SIM connectivity;
- e) push notifications;
- f) emergency notifications;
- g) journey recording;
- h) maintenance reminders;
- i) rider analytics; and
- j) other premium services.

The Customer remains the owner of the physical MotoGuardian Device, but acknowledges that certain functionality depends upon an active subscription.

9.9 Reactivation

Customers whose subscription has expired may reactivate their MotoGuardian services by purchasing a new subscription through the MotoGuardian Website or mobile application.

The Company may require firmware updates, account verification or payment verification before reactivating services.

9.10 Cancellation of Subscription

Customers may cancel their subscription at any time.

Cancellation will prevent future renewal charges but will not normally entitle the Customer to a refund for any current subscription period unless required by applicable law.

Following cancellation, subscription services will remain available until the end of the paid subscription period unless terminated earlier for breach of these Terms.

Further information is available within the **Cancellation Policy**.

9.11 Service Availability

The Company will use reasonable efforts to maintain continuous availability of MotoGuardian Subscription Services.

However, Customers acknowledge that certain services depend upon third-party providers including:

- a) mobile network operators;

- b) cloud hosting providers;
- c) mapping providers;
- d) GPS satellite systems;
- e) payment processors;
- f) Apple;
- g) Google; and
- h) other technology partners.

The Company does not guarantee uninterrupted availability of subscription services.

9.12 Promotional Subscriptions

From time to time, the Company may offer promotional subscription pricing, discounted renewals or complimentary subscription periods.

Unless expressly stated otherwise:

- a) promotional subscriptions cannot be exchanged for cash;
- b) promotional subscriptions are subject to these Terms;
- c) promotional pricing expires at the end of the advertised promotional period; and
- d) future renewals will be charged at the standard subscription rate unless another promotion applies.

9.13 Changes to Subscription Pricing

The Company may amend subscription pricing from time to time.

Where subscription pricing changes, existing subscribers will receive reasonable advance notice before the revised pricing takes effect.

Customers who do not agree to the revised subscription fee may cancel their subscription before the next renewal date without penalty.

Any pricing changes will not affect subscription periods that have already been paid.

9.14 Changes to Subscription Services

As MotoGuardian continues to evolve, the Company may:

- a) introduce new features;
- b) improve existing functionality;
- c) retire obsolete services;
- d) modify subscription tiers; or

- e) introduce optional premium services.

The Company will endeavour not to materially reduce the core functionality included within an active subscription without reasonable notice.

9.15 No Guarantee of Theft Prevention

Customers acknowledge that MotoGuardian Subscription Services are intended to assist with motorcycle security and rider safety.

The Company does **not** guarantee that:

- a) a motorcycle will not be stolen;
- b) a stolen motorcycle will always be recovered;
- c) every movement or crash will be detected;
- d) every alert will be delivered successfully; or
- e) emergency contacts will always receive notifications.

MotoGuardian should be used as one part of a wider motorcycle security strategy.

9.16 Consumer Rights

Nothing within this section limits or excludes any statutory rights available to Consumers under the laws of the Republic of Ireland or, where applicable, the United Kingdom.

Where mandatory consumer protection legislation provides greater protection than these Terms, the applicable legislation shall prevail.

9.17 Platform Evolution

MotoGuardian is a continuously developing platform. Subscription fees support not only the operation of existing services but also the ongoing development of new features, performance improvements, security enhancements and rider-focused functionality.

The Company may introduce additional features and services from time to time as part of the Customer's existing subscription or as optional premium services. Unless expressly stated otherwise, publication of a product roadmap or future feature announcement does not create a contractual obligation to deliver any specific functionality by a particular date.

10. Acceptable Use

10.1 Purpose of the Service

MotoGuardian has been developed to improve motorcycle security, rider safety and motorcycle management.

Customers must use the MotoGuardian platform lawfully, responsibly and in accordance with these Terms.

The MotoGuardian platform must not be used in any manner that infringes the rights of others, breaches applicable laws or compromises the security, integrity or availability of the Company's services.

10.2 Lawful Use

Customers agree to use MotoGuardian only for lawful purposes and in compliance with all applicable legislation within their jurisdiction.

Without limitation, Customers must not use MotoGuardian to:

- a) commit or facilitate criminal activity;
- b) monitor individuals without lawful authority;
- c) stalk, harass or intimidate another person;
- d) invade another person's privacy;
- e) breach data protection legislation;
- f) obtain unauthorised access to vehicles or property;
- g) interfere with emergency services; or
- h) engage in any fraudulent, deceptive or unlawful conduct.

The Customer is solely responsible for ensuring that their use of MotoGuardian complies with all applicable laws.

10.3 Authorised Tracking Only

MotoGuardian may only be used to monitor:

- a) motorcycles owned by the Customer;
- b) motorcycles leased by the Customer;
- c) motorcycles operated with the owner's express permission; or
- d) fleet vehicles where the Customer has appropriate legal authority.

Customers must **not** use MotoGuardian to secretly track or monitor another person's vehicle without their knowledge or lawful authority.

The Company accepts no responsibility for unlawful or unauthorised use of its products.

10.4 Emergency Contact Information

Where Customers register Emergency Contacts within MotoGuardian, they confirm that:

- a) they have obtained the individual's permission before providing their personal information;
- b) the information supplied is accurate;
- c) the Emergency Contact understands they may receive notifications from MotoGuardian; and
- d) they will promptly update or remove Emergency Contact details where they are no longer valid.

The Customer remains responsible for ensuring that Emergency Contact information is maintained accurately.

10.5 Prohibited Activities

Customers must not:

- a) interfere with the operation of the MotoGuardian platform;
- b) attempt to disable security features;
- c) bypass subscription controls;
- d) gain unauthorised access to Company systems;
- e) interfere with cloud infrastructure;
- f) overload or disrupt Company servers;
- g) introduce malware, ransomware, viruses or malicious software;
- h) exploit software vulnerabilities;
- i) scrape data from the MotoGuardian platform;
- j) automate access using bots or scripts unless expressly authorised;
- k) impersonate another person or organisation; or
- l) otherwise compromise the security or reliability of the MotoGuardian platform.

10.6 Reverse Engineering

Except where expressly permitted by applicable law, Customers must not:

- a) reverse engineer;

- b) decompile;
- c) disassemble;
- d) decrypt;
- e) modify;
- f) adapt;
- g) copy;
- h) reproduce;
- i) create derivative works from; or
- j) otherwise attempt to discover the source code, algorithms or internal operation of:
 - k) the MotoGuardian mobile application;
 - l) firmware;
 - m) cloud platform;
 - n) APIs;
 - o) backend services; or
 - p) any software supplied by the Company.

Nothing in this clause limits any rights that cannot legally be excluded under applicable law.

10.7 Hardware Tampering

Customers must not intentionally:

- a) remove security protections;
- b) alter firmware;
- c) modify hardware circuitry;
- d) bypass SIM security;
- e) interfere with Device identification;
- f) replace or modify software intended to authenticate MotoGuardian services; or
- g) otherwise tamper with the Device in a manner that compromises its intended operation.

Unauthorised modifications may:

- a) void the Warranty;
- b) affect service availability;
- c) prevent software updates; and
- d) result in suspension of MotoGuardian services.

10.8 Interference with Safety Features

MotoGuardian includes features intended to enhance rider safety, including crash detection and emergency notifications.

Customers must not intentionally:

- a) disable these features for unlawful purposes;
- b) interfere with emergency notifications;
- c) submit false emergency events;
- d) misuse crash detection functionality; or
- e) intentionally generate false alerts that may affect emergency contacts or Company systems.

The Company may investigate repeated misuse of emergency functionality.

10.9 Subscription Integrity

Customers must not attempt to:

- a) obtain subscription services without payment;
- b) bypass subscription verification;
- c) manipulate billing systems;
- d) share subscription credentials where not permitted;
- e) circumvent subscription restrictions; or
- f) gain unauthorised access to premium features.

The Company may suspend or terminate accounts involved in subscription abuse.

10.10 Account Security

Customers are responsible for maintaining the confidentiality of their MotoGuardian account credentials.

Customers agree to:

- a) use strong passwords;
- b) keep login credentials confidential;
- c) notify the Company immediately of suspected unauthorised access;
- d) log out of shared devices; and
- e) take reasonable steps to prevent unauthorised use of their account.

The Company accepts no responsibility for losses arising from a Customer's failure to protect their account credentials.

10.11 Intellectual Property

Customers must not:

- a) copy Company software;
- b) reproduce website content;
- c) use MotoGuardian trademarks without permission;
- d) distribute Company documentation;
- e) remove copyright notices; or
- f) otherwise infringe the Company's intellectual property rights.

All intellectual property remains the exclusive property of The Helix Alliance Limited or its licensors.

10.12 Suspension of Services

The Company may suspend or restrict access to MotoGuardian where it reasonably believes that a Customer has:

- a) breached these Terms;
- b) engaged in unlawful activity;
- c) attempted to compromise platform security;
- d) misused emergency features;
- e) committed payment fraud;
- f) interfered with Company systems; or
- g) otherwise created a material legal, operational or security risk.

Where reasonably practicable, the Company will notify the Customer before suspension.

Immediate suspension may occur where necessary to protect the Company, its Customers or third parties.

10.13 Reporting Misuse

Customers who become aware of suspected misuse of MotoGuardian products or services are encouraged to report the matter to:

support@motoguardian.ie

The Company will investigate reports where appropriate but does not guarantee that every report will result in action.

10.14 Compliance with Applicable Law

Customers are responsible for ensuring that their use of MotoGuardian complies with:

- a) Irish legislation;
- b) UK legislation where applicable;
- c) data protection laws;
- d) telecommunications regulations;
- e) privacy legislation;
- f) export control laws;
- g) road traffic legislation; and
- h) any other laws applicable within the jurisdiction in which MotoGuardian is used.

10.15 Consumer Rights

Nothing within this section limits or excludes any statutory rights available to Consumers under applicable consumer protection legislation.

10.16 No Use for Surveillance or Criminal Activity

MotoGuardian is intended solely for legitimate motorcycle security, rider safety and motorcycle management.

The Customer must not use MotoGuardian to facilitate surveillance, domestic abuse, harassment, stalking, theft, organised crime or any other unlawful activity.

Where the Company reasonably believes that MotoGuardian products or services are being used for criminal purposes or in a manner that presents a serious risk to the safety or rights of others, it may to suspend or terminate the associated account, refuse future service and cooperate with law enforcement agencies where required by applicable law.

11. Software License

11.1 Licence Grant

Subject to your continued compliance with these Terms and Conditions and payment of any applicable subscription fees, **The Helix Alliance Limited** grants you a limited,

personal, non-exclusive, non-transferable, non-sublicensable and revocable licence to install, access and use the MotoGuardian software solely for its intended purpose.

This licence permits you to use the MotoGuardian platform only in connection with authorised MotoGuardian Devices and supported services.

No ownership rights in the software are transferred to you under this licence.

Software may contain third-party open-source components.

11.2 Scope of Licence

The licence granted under these Terms allows you to:

- a) install the MotoGuardian mobile application on compatible devices;
- b) register and manage your MotoGuardian account;
- c) use the MotoGuardian platform with authorised MotoGuardian Devices;
- d) receive software updates provided by the Company;
- e) access subscription services associated with your account; and
- f) use MotoGuardian solely for lawful motorcycle security, rider safety and motorcycle management purposes.

This licence is granted for your personal use or, where applicable, your internal business use.

11.3 Ownership of Software

The MotoGuardian software is **licensed, not sold**.

All ownership rights, title and interest in and to the MotoGuardian software remain vested in:

- a) The Helix Alliance Limited;
- b) its licensors; or
- c) its technology partners,

including all associated:

- a) source code;
- b) object code;
- c) firmware;
- d) cloud services;
- e) APIs;

- f) databases;
- g) algorithms;
- h) artificial intelligence models;
- i) user interfaces;
- j) graphics;
- k) documentation;
- l) updates; and
- m) future software developments.

Nothing contained within these Terms transfers ownership of any intellectual property to the Customer.

11.4 Permitted Use

You may use the MotoGuardian software only:

- a) with genuine MotoGuardian products;
- b) using a valid MotoGuardian account;
- c) in accordance with these Terms;
- d) for lawful purposes; and
- e) while maintaining any required subscription.

You must use the software only in the manner intended by the Company.

11.5 Licence Restrictions

Except where expressly permitted by applicable law, you must not:

- a) copy the software;
- b) modify the software;
- c) adapt or translate the software;
- d) reverse engineer the software;
- e) decompile or disassemble the software;
- f) attempt to access the source code;
- g) create derivative works;
- h) remove copyright notices;
- i) remove security protections;
- j) bypass authentication mechanisms;
- k) circumvent subscription controls;
- l) disable licence verification;
- m) interfere with software updates;
- n) exploit software vulnerabilities; or

- o) otherwise attempt to obtain unauthorised access to any part of the MotoGuardian platform.

Any attempt to do so may result in immediate termination of this licence.

11.6 Firmware

MotoGuardian Devices may include embedded firmware.

The firmware forms part of the MotoGuardian software and is licensed under these Terms.

Customers may not:

- a) replace firmware;
- b) modify firmware;
- c) install unauthorised firmware;
- d) extract firmware; or
- e) interfere with firmware security mechanisms.

Firmware updates may be provided automatically or manually by the Company from time to time.

11.7 Software Updates

The Company may release updates, patches, bug fixes, security improvements and new functionality for the MotoGuardian platform.

Updates may include:

- a) mobile application updates;
- b) firmware updates;
- c) cloud platform improvements;
- d) security patches;
- e) compatibility improvements; and
- f) new features.

Some updates may be mandatory to maintain compatibility, security or regulatory compliance.

Failure to install required updates may result in reduced functionality or loss of access to certain services.

11.8 Third-Party Software

MotoGuardian may incorporate software, libraries or services supplied by third parties.

Such software remains subject to the licence terms of the respective third-party owners where applicable.

Nothing in these Terms limits any rights or obligations arising under those third-party licences.

11.9 Open Source Software

Certain components of the MotoGuardian platform may incorporate open-source software distributed under applicable open-source licences.

Where required, information regarding such software and applicable licence terms will be made available by the Company.

Nothing within these Terms overrides the rights granted under applicable open-source licences.

11.10 Suspension or Termination of Licence

The Company may suspend or terminate your software licence immediately if:

- a) you materially breach these Terms;
- b) you use the software unlawfully;
- c) you attempt to compromise the security of the MotoGuardian platform;
- d) subscription fees remain unpaid after reasonable notice;
- e) fraudulent activity is suspected; or
- f) continued access would expose the Company or other users to legal or security risks.

Termination of the licence does not affect any accrued rights or obligations.

11.11 Effect of Licence Termination

Upon termination of this licence, you must immediately cease using the MotoGuardian software.

Where technically possible, you must:

- a) uninstall the MotoGuardian mobile application;

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- b) discontinue use of Company software;
- c) cease accessing cloud services; and
- d) refrain from attempting to reconnect terminated devices.

Termination of the software licence does **not** affect ownership of the physical MotoGuardian Device, although continued operation of subscription-based functionality may no longer be available.

11.12 Intellectual Property

All intellectual property rights relating to the MotoGuardian software, including all future developments, improvements and updates, remain the exclusive property of The Helix Alliance Limited or its licensors.

Nothing in these Terms grants the Customer any right to:

- a) Company trademarks;
- b) trade names;
- c) logos;
- d) patents;
- e) copyrights;
- f) trade secrets;
- g) proprietary algorithms;
- h) databases; or
- i) confidential information,

except as expressly provided by this licence.

11.13 Export Restrictions

The MotoGuardian software may be subject to export control laws and regulations.

Customers agree not to export, re-export or transfer the software in violation of any applicable export control legislation.

11.14 No Warranty of Compatibility

The Company will use reasonable efforts to maintain compatibility with supported operating systems and mobile devices.

However, the Company does not guarantee that the software will operate correctly on:

- a) unsupported devices;

- b) modified operating systems;
- c) rooted or jailbroken devices;
- d) obsolete operating systems; or
- e) third-party software environments not approved by the Company.

11.15 Consumer Rights

Nothing in this section limits or excludes any statutory rights available to Consumers under applicable consumer protection legislation.

Where mandatory consumer legislation provides greater protection than these Terms, that legislation shall prevail.

11.16 Continuous Software Development

The Customer acknowledges that the MotoGuardian software is a continually evolving platform. The Company may introduce new functionality, modify existing features, improve security, enhance performance or retire obsolete functionality as part of the ongoing development of the MotoGuardian platform.

Such updates do not constitute a breach of these Terms, provided the Company does not materially reduce the core functionality of the software during an active subscription period without reasonable notice.

12. GPS, Alerts and Connectivity

12.1 Overview

MotoGuardian is a connected motorcycle security and rider safety platform that uses GPS technology, mobile telecommunications networks, cloud infrastructure and compatible mobile devices to provide location services, notifications and rider safety features.

While the Company uses commercially reasonable efforts to provide accurate and reliable services, Customers acknowledge that the operation of MotoGuardian depends upon numerous external systems beyond the Company's direct control.

Accordingly, the Company does not guarantee that GPS positioning, alerts or connectivity will be continuously available, uninterrupted or error-free.

GPS accuracy may vary by several metres depending upon satellite geometry, weather conditions, surrounding structures and mobile network conditions.

12.2 GPS Location Services

MotoGuardian uses Global Positioning System (GPS) technology to determine the approximate location of a registered MotoGuardian Device.

Location accuracy may vary depending upon numerous factors, including but not limited to:

- a) GPS satellite availability;
- b) weather conditions;
- c) surrounding buildings and structures;
- d) tunnels;
- e) underground parking;
- f) dense woodland;
- g) mountainous terrain;
- h) electromagnetic interference;
- i) vehicle installation location;
- j) antenna positioning;
- k) hardware configuration; and
- l) environmental conditions.

The Customer acknowledges that GPS location information is an estimate and should not be relied upon as being continuously accurate to a precise location.

12.3 Mobile Network Connectivity

MotoGuardian relies upon third-party mobile telecommunications networks for the transmission of location information and alerts.

Service availability depends upon:

- a) mobile network coverage;
- b) roaming agreements;
- c) SIM connectivity;
- d) network congestion;
- e) signal strength;
- f) infrastructure outages;
- g) telecommunications providers; and
- h) regulatory restrictions.

The Company cannot guarantee uninterrupted mobile connectivity in all geographic locations.

12.4 Cloud Services

MotoGuardian services are supported by secure cloud infrastructure operated by the Company and trusted third-party providers.

Temporary interruptions may occur due to:

- a) scheduled maintenance;
- b) emergency maintenance;
- c) software upgrades;
- d) cloud provider outages;
- e) cyber security incidents;
- f) internet connectivity failures; or
- g) Force Majeure Events.

The Company will use reasonable efforts to minimise service interruptions but does not guarantee continuous availability.

12.5 Device Installation

The performance of the MotoGuardian Device depends upon correct installation.

Customers are responsible for ensuring that the Device is installed:

- a) in accordance with the Company's instructions;
- b) using appropriate electrical connections;
- c) within the recommended installation location;
- d) without obstructing GPS reception where reasonably practicable; and
- e) in a manner that does not interfere with the safe operation of the motorcycle.

Incorrect installation may reduce:

- a) GPS accuracy;
- b) signal strength;
- c) battery performance;
- d) notification reliability;
- e) overall Device performance; and
- f) eligibility for warranty claims.

12.6 Alerts and Notifications

MotoGuardian may generate notifications including, but not limited to:

- a) movement alerts;
- b) theft alerts;
- c) geofence alerts;
- d) tow-away alerts;
- e) battery disconnect alerts;
- f) crash detection alerts;
- g) emergency contact notifications;
- h) maintenance reminders;
- i) subscription notifications;
- j) software update notifications; and
- k) account security alerts.

The timing and successful delivery of alerts depends upon multiple factors including:

- a) internet connectivity;
- b) push notification services;
- c) mobile network availability;
- d) smartphone operating system settings;
- e) notification permissions;
- f) battery-saving features;
- g) cloud service availability; and
- h) third-party messaging providers.

The Company does not guarantee that every alert will be delivered immediately or in every circumstance.

12.7 Crash Detection

MotoGuardian may include crash detection functionality designed to identify riding events that may indicate a collision.

Crash detection is based upon software algorithms and sensor data and should be regarded as an assistance feature only.

Crash detection may:

- a) fail to detect certain incidents;
- b) incorrectly identify non-collision events as crashes;
- c) generate false positives;

- d) generate false negatives; or
- e) require user confirmation before emergency notifications are sent.

Customers must not rely solely upon MotoGuardian for personal safety.

12.8 Emergency Notifications

MotoGuardian may allow Customers to nominate Emergency Contacts who can receive notifications following certain detected events.

Emergency notifications are designed solely to assist nominated contacts.

MotoGuardian is **not**:

- a) an emergency service;
- b) a replacement for emergency services;
- c) a medical monitoring service;
- d) a roadside assistance provider; or
- e) a guaranteed emergency response system.

The Company does not monitor emergency alerts in real time and does not dispatch emergency responders.

Customers should always contact the appropriate emergency services directly where immediate assistance is required.

12.9 Rider Responsibility

Customers remain solely responsible for:

- a) riding safely;
- b) complying with road traffic laws;
- c) maintaining their motorcycle;
- d) obtaining emergency assistance where required; and
- e) taking appropriate action following an accident or suspected theft.

MotoGuardian is intended to supplement, not replace, responsible riding practices and appropriate motorcycle security measures.

12.10 Location Accuracy

Displayed locations may occasionally:

- a) be delayed;
- b) contain inaccuracies;
- c) display historic locations;
- d) fail to update immediately; or
- e) temporarily become unavailable.

Such occurrences may arise from circumstances outside the Company's reasonable control and shall not constitute a defect in the MotoGuardian platform.

12.11 International Use

MotoGuardian may operate in multiple countries; however, service availability depends upon:

- a) local mobile network coverage;
- b) roaming availability;
- c) telecommunications regulations;
- d) satellite visibility; and
- e) local infrastructure.

Certain features may not be available in every country.

The Customer is responsible for ensuring that the use of MotoGuardian complies with local laws relating to GPS tracking and telecommunications.

12.12 Third-Party Services

MotoGuardian relies upon third-party providers including:

- a) GPS satellite systems;
- b) mobile network operators;
- c) cloud hosting providers;
- d) mapping providers;
- e) Apple Push Notification Service (APNs);
- f) Firebase Cloud Messaging (FCM);
- g) internet service providers; and
- h) other supporting technologies.

The Company accepts no responsibility for interruptions, delays or inaccuracies caused by failures of third-party services beyond its reasonable control.

12.13 Service Interruptions

The Company may temporarily suspend GPS or connectivity services where reasonably necessary for:

- a) maintenance;
- b) software upgrades;
- c) cyber security protection;
- d) regulatory compliance;
- e) infrastructure improvements; or
- f) emergency operational requirements.

Where reasonably practicable, advance notice will be provided.

12.14 Limitation of Reliance

Customers acknowledge that MotoGuardian should not be relied upon as the sole means of:

- a) preventing theft;
- b) recovering stolen motorcycles;
- c) protecting personal safety;
- d) obtaining emergency assistance;
- e) locating motorcycles in every circumstance; or
- f) determining precise vehicle location.

MotoGuardian should be used alongside appropriate physical security devices, responsible riding practices and, where necessary, emergency services.

12.15 Data Transmission

Location data, alerts and notifications are transmitted electronically using third-party telecommunications infrastructure.

While the Company implements appropriate technical and organisational security measures, no electronic communications network can be guaranteed to be completely secure or continuously available.

Further information regarding the protection of Customer data is contained within the **Privacy Policy**.

12.16 Consumer Rights

Nothing in this section limits or excludes any statutory rights available to Consumers under the laws of the Republic of Ireland or, where applicable, the United Kingdom.

Where mandatory consumer protection legislation provides greater protection than these Terms, the applicable legislation shall prevail.

12.17 No Guarantee of Recovery or Emergency Response

Although MotoGuardian is designed to improve the likelihood of locating a motorcycle and assisting riders following certain incidents, the Company does not warrant or guarantee that:

- a) a stolen motorcycle will be recovered;
- b) law enforcement agencies will act upon location information;
- c) Emergency Contacts will receive or respond to notifications;
- d) emergency services will be dispatched; or
- e) any particular outcome will result from the use of the MotoGuardian platform.

The Customer acknowledges that MotoGuardian is an assistance tool intended to complement, but not replace, sensible security precautions, safe riding practices and appropriate emergency procedures.

13. Customer Responsibilities

13.1 General Responsibilities

Customers are responsible for using MotoGuardian products and services in accordance with these Terms and all applicable laws.

By purchasing or using MotoGuardian, you agree to act responsibly and take reasonable steps to ensure that your Device, account and associated services are used safely, securely and lawfully.

Failure to comply with the responsibilities set out in this section may affect the availability of services, warranty coverage or your eligibility for customer support.

13.2 Correct Installation

The Customer is responsible for ensuring that the MotoGuardian Device is installed correctly.

Installation should be carried out:

- a) in accordance with the Company's installation guidance;
- b) using appropriate electrical connections;
- c) in a manner that does not interfere with the safe operation of the motorcycle;
- d) without damaging the motorcycle's electrical system; and
- e) by a competent person where the Customer is not confident carrying out the installation themselves.

Improper installation may:

- a) reduce GPS performance;
- b) prevent alerts from functioning correctly;
- c) affect battery performance;
- d) damage the Device;
- e) damage the motorcycle;
- f) invalidate the Warranty; or
- g) affect the operation of subscription services.

The Company shall not be responsible for damage caused by incorrect installation.

13.3 Motorcycle Information

Customers are responsible for ensuring that the information recorded within their MotoGuardian account remains accurate.

This includes, where applicable:

- a) motorcycle registration number;
- b) make;
- c) model;
- d) year;
- e) VIN (where provided);
- f) nickname;
- g) colour; and
- h) other vehicle information.

Accurate motorcycle information assists in the effective operation of certain MotoGuardian features and customer support services.

13.4 Account Security

Customers are responsible for maintaining the confidentiality and security of their MotoGuardian account.

Customers must:

- a) choose a strong password;
- b) keep login credentials confidential;
- c) avoid sharing account credentials with unauthorised persons;
- d) notify the Company immediately if unauthorised access is suspected;
- e) log out of shared devices where appropriate; and
- f) take reasonable precautions to protect their account.

The Customer is responsible for all activity carried out using their account unless unauthorised access results directly from a failure of the Company's security systems.

13.5 Keeping Contact Details Up to Date

Customers must ensure that their contact information remains accurate and up to date at all times.

This includes:

- a) email address;
- b) telephone number;
- c) postal address;
- d) emergency contact details; and
- e) any other information required to provide MotoGuardian services.

Failure to maintain accurate contact information may result in:

- a) missed security alerts;
- b) failed subscription notifications;
- c) delayed support;
- d) unsuccessful warranty claims;
- e) delivery failures; or
- f) inability to recover access to your account.

13.6 Emergency Contacts

Where Customers nominate Emergency Contacts, they confirm that:

- a) they have obtained the individual's consent before providing their personal information;
- b) the information provided is accurate;
- c) they have authority to share that information with MotoGuardian; and
- d) they will promptly update or remove Emergency Contact details if circumstances change.

The Company accepts no responsibility for notifications that cannot be delivered because inaccurate Emergency Contact information has been supplied.

13.7 Device Maintenance

Customers are responsible for taking reasonable care of the MotoGuardian Device.

Customers should:

- a) protect the Device from unnecessary damage;
- b) avoid unauthorised modifications;
- c) install software updates where required;
- d) inspect the installation periodically;
- e) report suspected faults promptly; and
- f) follow any maintenance guidance published by the Company.

Reasonable care helps ensure the continued performance and reliability of the MotoGuardian platform.

13.8 Mobile Device Compatibility

Customers are responsible for maintaining a compatible smartphone and operating system capable of running the MotoGuardian mobile application.

The Company may discontinue support for outdated operating systems where continued support would create security, technical or operational risks.

Customers are encouraged to install application updates as they become available.

13.9 Internet and Mobile Connectivity

Certain MotoGuardian services require:

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- a) mobile network coverage;
- b) internet access;
- c) push notification services; and
- d) GPS availability.

Customers are responsible for ensuring that their smartphone and associated communication services remain capable of receiving MotoGuardian notifications.

The Company is not responsible for missed alerts resulting from disabled notifications, lack of mobile coverage or internet connectivity issues outside its reasonable control.

13.10 Compliance with Laws

Customers are responsible for ensuring that their use of MotoGuardian complies with all applicable legislation.

This includes laws relating to:

- a) GPS tracking;
- b) telecommunications;
- c) privacy;
- d) data protection;
- e) road traffic;
- f) export controls; and
- g) vehicle ownership.

Customers must not use MotoGuardian in any manner that is unlawful or infringes the rights of others.

13.11 Subscription Management

Customers are responsible for:

- a) maintaining valid payment details;
- b) renewing subscriptions where continued service is required;
- c) monitoring subscription renewal dates;
- d) notifying the Company of billing issues; and
- e) cancelling subscriptions if they no longer wish to receive subscription services.

Failure to maintain an active subscription may result in the suspension of subscription-dependent functionality.

13.12 Reporting Faults

Customers should report suspected hardware or software faults to the Company as soon as reasonably practicable.

When reporting an issue, Customers should provide sufficient information to enable the Company to investigate, which may include:

- a) account details;
- b) Device serial number;
- c) motorcycle information;
- d) screenshots;
- e) photographs;
- f) diagnostic information; or
- g) a description of the issue.

Prompt reporting may assist in resolving issues more quickly.

13.13 Responsible Use

MotoGuardian is intended to assist with motorcycle security and rider safety.

Customers remain responsible for:

- a) securing their motorcycle appropriately;
- b) complying with road traffic laws;
- c) maintaining appropriate insurance;
- d) carrying out regular motorcycle maintenance;
- e) riding safely; and
- f) contacting emergency services where immediate assistance is required.

MotoGuardian supplements, but does not replace, responsible motorcycle ownership and safe riding practices.

13.14 Cooperation with Support

Where the Company is investigating a technical issue, Customers agree to provide reasonable cooperation, which may include:

- a) carrying out diagnostic steps;
- b) installing software updates;
- c) providing log files;
- d) confirming Device behaviour; or

- e) allowing reasonable remote troubleshooting where available.

Failure to cooperate may limit the Company's ability to diagnose or resolve an issue.

13.15 Breach of Customer Responsibilities

Failure to comply with the responsibilities set out in this section may result in:

- a) reduced functionality;
- b) suspension of services;
- c) delayed support;
- d) refusal of warranty claims where appropriate;
- e) termination of subscriptions in serious cases; or
- f) other action permitted under these Terms.

The Company will act reasonably and proportionately when exercising these rights.

13.16 Consumer Rights

Nothing within this section limits or excludes any statutory rights available to Consumers under the laws of the Republic of Ireland or, where applicable, the United Kingdom.

Where mandatory consumer legislation provides greater protection than these Terms, the applicable legislation shall prevail.

13.17 Feedback and Platform Improvement

The Company welcomes feedback, suggestions and feature requests from Customers.

By voluntarily providing feedback relating to MotoGuardian products or services, the Customer grants the Company a non-exclusive, royalty-free right to use such feedback for the purpose of improving existing products and developing future functionality, without any obligation to provide compensation or attribution.

14. Intellectual Property

14.1 Ownership of Intellectual Property

All intellectual property rights relating to MotoGuardian are and shall remain the exclusive property of **The Helix Alliance Limited**, its licensors or its authorised technology partners.

Nothing contained within these Terms transfers ownership of any intellectual property to the Customer.

Except for the limited licence granted under these Terms, all rights are expressly reserved.

Customers may not reproduce screenshots, documentation or branding for commercial purposes without written permission.**14.2 Intellectual Property Covered**

The Company's intellectual property includes, but is not limited to:

- a) the MotoGuardian name;
- b) the MotoGuardian logo;
- c) The Helix Alliance Limited name and branding;
- d) software;
- e) mobile applications;
- f) firmware;
- g) cloud platform;
- h) APIs;
- i) databases;
- j) source code;
- k) object code;
- l) algorithms;
- m) artificial intelligence models;
- n) machine learning models;
- o) website design;
- p) website content;
- q) graphics;
- r) icons;
- s) user interfaces;
- t) photographs;
- u) videos;
- v) marketing materials;
- w) documentation;
- x) installation guides;
- y) product packaging;
- z) product designs;
- aa) user experience designs;
- bb) product roadmaps;
- cc) technical documentation;
- dd) trademarks;
- ee) service marks;
- ff) copyrights;

- gg) trade secrets;
- hh) confidential information; and
- ii) all future enhancements, updates and improvements.

All such rights are protected by copyright, trademark, database, patent and other intellectual property laws throughout the world.

14.3 Trademarks

"MotoGuardian", The Helix Alliance Limited name, logos, branding, slogans and associated graphics are trademarks or unregistered trademarks of The Helix Alliance Limited unless otherwise stated.

Customers may not:

- a) reproduce;
- b) copy;
- c) modify;
- d) register;
- e) use in advertising;
- f) use in domain names;
- g) use within social media usernames;
- h) use in business names; or
- i) otherwise exploit these trademarks,

without the Company's prior written consent.

Nothing within these Terms grants any licence to use the Company's trademarks except where necessary for the normal use of MotoGuardian products.

14.4 Copyright

All content published by the Company, including content appearing on the Website, within the mobile application or supplied with MotoGuardian products, is protected by copyright.

This includes, but is not limited to:

- a) written content;
- b) software;
- c) documentation;
- d) user guides;
- e) technical specifications;

- f) photographs;
- g) illustrations;
- h) graphics;
- i) videos;
- j) audio;
- k) marketing materials;
- l) icons;
- m) layouts;
- n) page designs; and
- o) downloadable content.

Unless permitted by law or expressly authorised in writing, Customers must not reproduce, distribute, publish or commercially exploit such material.

14.5 Software Ownership

All MotoGuardian software is licensed, not sold.

Ownership of the MotoGuardian Device does not transfer ownership of:

- a) software;
- b) firmware;
- c) cloud services;
- d) APIs;
- e) databases;
- f) algorithms;
- g) backend systems; or
- h) source code.

These remain the exclusive property of the Company or its licensors and are licensed under the Software Licence provisions contained within these Terms.

14.6 Website Content

The Website and its contents are provided solely for personal, non-commercial use.

Except where expressly permitted, Customers must not:

- a) copy pages;
- b) reproduce articles;
- c) scrape content;
- d) extract data;
- e) republish content;

- f) modify Website content;
- g) mirror the Website;
- h) create derivative works; or
- i) use automated tools to collect Website data.

Limited downloading or printing of Website content is permitted solely for personal reference when such use does not infringe the Company's intellectual property rights.

14.7 Mobile Application

The MotoGuardian mobile application is protected by copyright and software licensing laws.

Customers must not:

- a) modify the application;
- b) redistribute the application;
- c) remove copyright notices;
- d) attempt to extract source code;
- e) create derivative applications;
- f) circumvent security mechanisms;
- g) interfere with licensing controls; or
- h) publish modified versions.

Updates and future versions remain subject to these Terms.

14.8 User Content

Customers retain ownership of content that they create or upload to the MotoGuardian platform, including, where applicable:

- a) motorcycle photographs;
- b) profile images;
- c) GPX files;
- d) ride notes;
- e) comments;
- f) maintenance records; and
- g) other user-generated content.

By uploading such content, the Customer grants the Company a worldwide, non-exclusive, royalty-free licence to:

- a) store;

- b) process;
- c) display;
- d) reproduce;
- e) transmit; and
- f) use that content,

solely for the purpose of providing, maintaining and improving MotoGuardian services.

The Company will not use Customer content for marketing purposes without obtaining the appropriate permission, unless otherwise permitted by law.

14.9 Customer Feedback

The Company welcomes suggestions, ideas and feature requests from Customers.

Unless otherwise agreed in writing, any feedback voluntarily provided may be used by the Company to:

- a) improve existing products;
- b) develop future functionality;
- c) enhance software;
- d) improve customer experience; and
- e) support future product development.

The Customer acknowledges that they are not entitled to compensation for the Company's use of such feedback.

14.10 Third-Party Intellectual Property

Certain MotoGuardian products and services incorporate technology owned by third parties.

Examples may include:

- a) Apple;
- b) Google;
- c) Teltonika;
- d) Stripe;
- e) mapping providers;
- f) cloud hosting providers; and
- g) other software licensors.

All third-party trademarks and intellectual property remain the property of their respective owners.

Nothing within these Terms grants Customers any rights in relation to third-party intellectual property.

14.11 Prohibited Uses

Customers must not, without the Company's prior written permission:

- a) copy MotoGuardian branding;
- b) manufacture imitation products;
- c) create confusingly similar branding;
- d) resell Company software separately from authorised products;
- e) use MotoGuardian branding in advertising;
- f) use Company logos on websites or social media;
- g) register confusingly similar domain names;
- h) remove copyright notices; or
- i) otherwise infringe the Company's intellectual property rights.

14.12 Reporting Infringement

If a Customer becomes aware of suspected infringement of the Company's intellectual property, they are encouraged to notify the Company at:

Email: info@motoguardian.ie

The Company reserves all rights to enforce its intellectual property through appropriate legal means.

14.13 Reservation of Rights

Except for the limited rights expressly granted under these Terms, no licence, assignment or transfer of any intellectual property rights is granted.

All rights not expressly granted are reserved by The Helix Alliance Limited.

14.14 Survival

The provisions of this Intellectual Property section shall continue to apply following:

- a) completion of an order;
- b) cancellation of a subscription;

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- c) termination of an account;
- d) expiry of a software licence; or
- e) termination of these Terms.

14.15 Consumer Rights

Nothing in this section limits or excludes any statutory rights that cannot legally be excluded under applicable intellectual property or consumer protection legislation.

14.16 Product Roadmap and Future Features

Any references by the Company to planned features, product roadmaps, future integrations or forthcoming functionality are provided for informational purposes only.

Unless expressly stated in a written agreement, publication of a roadmap, announcement or marketing material does not create a contractual obligation for the Company to develop, release or maintain any particular feature, integration or service within a specified timeframe.

The Company may amend, postpone, replace or discontinue planned developments in response to technical, commercial, regulatory or operational considerations.

15. Warranty

- Refer to separate Warranty Policy.

16. Returns

- Refer to Returns & Refund Policy.

17. Limitation of Liability

17.1 General Principles

The Company will exercise reasonable skill, care and diligence in supplying MotoGuardian products and services in accordance with these Terms and applicable law.

However, MotoGuardian is a technology platform that relies upon GPS, mobile telecommunications networks, internet connectivity, cloud infrastructure and third-party service providers. As a result, certain aspects of the Service are outside the Company's reasonable control.

This section explains the extent of the Company's liability and should be read together with all other provisions of these Terms.

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17.2 Liability That Cannot Be Excluded

Nothing in these Terms shall exclude, restrict or limit the Company's liability for:

- a) death or personal injury caused by our negligence;
- b) fraud or fraudulent misrepresentation;
- c) wilful misconduct;
- d) breach of statutory obligations that cannot lawfully be excluded;
- e) supplying defective products where liability cannot legally be excluded;
- f) infringement of statutory consumer rights; or
- g) any other liability which applicable law prohibits us from excluding or limiting.

Where mandatory legislation provides greater protection than these Terms, that legislation shall prevail.

17.3 Nature of the MotoGuardian Service

MotoGuardian is designed to assist motorcycle owners by providing connected security, rider safety and motorcycle management features.

The Customer acknowledges that MotoGuardian is an assistance platform and is not intended to replace:

- a) responsible motorcycle ownership;
- b) appropriate physical security devices;
- c) safe riding practices;
- d) motorcycle maintenance;
- e) emergency services; or
- f) comprehensive motorcycle insurance.

17.4 No Guarantee Against Theft

Although MotoGuardian is designed to improve motorcycle security, the Company does **not** warrant or guarantee that the MotoGuardian platform will:

- a) prevent theft;
- b) deter theft;
- c) prevent attempted theft;
- d) prevent vandalism;
- e) prevent malicious damage;
- f) prevent unauthorised use of a motorcycle; or
- g) eliminate the risk of criminal activity.

No security product can provide absolute protection against theft or criminal behaviour.

17.5 No Guarantee of Vehicle Recovery

The Company does not warrant or guarantee that:

- a) a stolen motorcycle will be recovered;
- b) GPS location information will always be sufficiently accurate to facilitate recovery;
- c) recovery will occur within any particular timeframe;
- d) recovery will occur at all; or
- e) information supplied by MotoGuardian will be accepted or acted upon by any third party.

Vehicle recovery depends upon numerous factors outside the Company's control, including the actions of third parties.

17.6 No Guarantee of Rider Safety

MotoGuardian includes features intended to assist rider safety, including crash detection and emergency notifications.

The Customer acknowledges that these features:

- a) are software-assisted;
- b) rely upon sensor data and algorithms;
- c) may not detect every incident;
- d) may occasionally generate false alerts;
- e) may occasionally fail to generate alerts; and
- f) should not be relied upon as a substitute for emergency services.

The Company does not warrant that MotoGuardian will prevent injury, reduce injury severity or ensure emergency assistance is received.

17.7 Emergency Alerts

Emergency Contact notifications are provided solely as an assistance feature.

MotoGuardian is **not**:

- a) an emergency call service;
- b) a medical monitoring service;
- c) an accident response centre;

- d) a roadside assistance provider; or
- e) a replacement for emergency services.

The Company does not monitor emergency events and does not dispatch police, ambulance, fire or roadside recovery services.

Customers should always contact the appropriate emergency services directly where immediate assistance is required.

17.8 Third-Party Services

MotoGuardian relies upon third-party providers including, but not limited to:

- a) mobile network operators;
- b) GPS satellite systems;
- c) cloud hosting providers;
- d) internet service providers;
- e) mapping services;
- f) Apple;
- g) Google;
- h) Stripe;
- i) push notification providers; and
- j) other technology partners.

The Company shall not be liable for interruptions, delays, failures or inaccuracies caused by third-party services beyond its reasonable control.

17.9 Service Availability

The Company will use reasonable efforts to provide reliable services but does not warrant that the MotoGuardian platform will always be:

- a) continuously available;
- b) uninterrupted;
- c) error-free;
- d) free from delays;
- e) compatible with every smartphone or operating system;
- f) available in every geographical location; or
- g) immune from cyber-attacks or technical failures.

Reasonable maintenance, software updates and infrastructure improvements may require temporary service interruptions.

17.10 Customer Responsibility

The Company shall not be liable for loss or damage arising from:

- a) incorrect installation;
- b) unauthorised modifications;
- c) misuse of the Device;
- d) failure to maintain an active subscription;
- e) failure to install software updates;
- f) failure to maintain accurate account information;
- g) failure to maintain Emergency Contact information;
- h) disabled smartphone notifications;
- i) inadequate mobile signal;
- j) loss of internet connectivity;
- k) GPS signal obstruction;
- l) failure to follow published guidance; or
- m) any breach of these Terms by the Customer.

17.11 Financial Liability

Subject to Clauses **17.2** and **17.12**, and to the fullest extent permitted by applicable law, the Company's total aggregate liability arising out of or in connection with the MotoGuardian products or services, whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise, shall not exceed the greater of:

- a)** the total amount actually paid by the Customer for the MotoGuardian Device and any associated subscription services during the twelve (12) months immediately preceding the event giving rise to the claim; or
- b)** the minimum amount of liability that cannot lawfully be excluded or limited under applicable legislation.

This limitation applies regardless of:

- a) the number of claims made;
- b) the legal basis of the claim; or
- c) the number of events giving rise to the claim.

Nothing in this clause limits any liability that applicable law requires the Company to accept.

17.12 Consumer Rights

Nothing in these Terms limits or excludes any statutory rights available to Consumers under:

- a) the Consumer Rights Act 2022 (Ireland);
- b) the Sale of Goods Acts;
- c) the European Union (Consumer Information, Cancellation and Other Rights) Regulations;
- d) the Consumer Rights Act 2015 (United Kingdom), where applicable;
- e) the General Product Safety Regulations; or
- f) any successor legislation.

Where mandatory consumer protection legislation provides greater protection than these Terms, that legislation shall prevail.

17.13 Business Customers

Business Customers acknowledge that MotoGuardian is intended to support, but not replace, appropriate commercial security procedures, fleet management processes and insurance arrangements.

The Company shall not be liable for:

- a) loss of profits;
- b) loss of revenue;
- c) business interruption;
- d) loss of contracts;
- e) loss of goodwill;
- f) reputational damage;
- g) anticipated savings; or
- h) other indirect commercial losses,

except where such liability cannot legally be excluded.

17.14 Indirect and Consequential Loss

To the fullest extent permitted by law, the Company shall not be liable for any indirect, incidental, special, punitive or consequential loss or damage arising from the use of MotoGuardian.

Examples include, but are not limited to:

- a) loss of business opportunity;
- b) loss of income;
- c) loss of anticipated savings;
- d) loss of reputation;
- e) loss of use of a motorcycle;
- f) inconvenience;
- g) replacement transport costs; or
- h) any consequential financial loss.

This exclusion shall not apply where prohibited by applicable law.

17.15 Insurance

MotoGuardian is **not** an insurance product.

The purchase or use of MotoGuardian does not replace the need for appropriate motorcycle insurance.

Customers remain solely responsible for obtaining and maintaining any insurance cover they consider appropriate.

17.16 Force Majeure

The Company shall not be liable for any failure or delay in performing its obligations where such failure results from events beyond its reasonable control, including:

- a) natural disasters;
- b) severe weather;
- c) flooding;
- d) fire;
- e) war;
- f) terrorism;
- g) civil unrest;
- h) pandemics;
- i) industrial action;
- j) cyber-attacks;
- k) power failures;
- l) telecommunications failures;
- m) cloud infrastructure failures;
- n) government action; or
- o) any other Force Majeure Event.

17.17 Duty to Mitigate

Customers agree to take reasonable steps to minimise any loss they believe they have suffered.

Nothing in these Terms permits a Customer to recover losses that could reasonably have been avoided.

17.18 Time Limits

Customers should notify the Company of any claim relating to MotoGuardian products or services as soon as reasonably practicable after becoming aware of the circumstances giving rise to the claim.

Nothing in this clause affects any statutory limitation periods prescribed by applicable law.

17.19 No Guarantee of Law Enforcement or Third-Party Response

The Company has no control over the actions of:

- a) police forces;
- b) emergency services;
- c) recovery companies;
- d) insurance providers; or
- e) any other third party.

Accordingly, the Company does not warrant that information provided by MotoGuardian will result in:

- a) police attendance;
- b) emergency assistance;
- c) recovery of a motorcycle;
- d) prosecution of offenders; or
- e) any particular outcome.

The Company's responsibility is limited to providing the MotoGuardian platform with reasonable skill and care.

17.20 Survival

The provisions of this Section shall survive the cancellation of a subscription, termination of an account, expiry of a software licence or termination of these Terms to the extent necessary to give effect to their purpose.

18. Force Majeure

18.1 Definition of a Force Majeure Event

For the purposes of these Terms, a **Force Majeure Event** means any event, circumstance or combination of events beyond the reasonable control of **The Helix Alliance Limited** which prevents, delays or materially affects the Company's ability to perform its contractual obligations.

Force Majeure Events include, but are not limited to:

- a) acts of God;
- b) severe weather;
- c) storms;
- d) flooding;
- e) lightning;
- f) earthquakes;
- g) volcanic activity;
- h) fire;
- i) explosions;
- j) war;
- k) armed conflict;
- l) terrorism;
- m) civil unrest;
- n) riots;
- o) sabotage;
- p) pandemics;
- q) epidemics;
- r) public health emergencies;
- s) government restrictions;
- t) changes in law or regulation;
- u) import or export restrictions;
- v) sanctions;
- w) industrial disputes;
- x) strikes;
- y) labour shortages;
- z) shortages of raw materials;

- aa) component shortages;
- bb) transport disruptions;
- cc) shipping delays;
- dd) port closures;
- ee) customs delays;
- ff) power failures;
- gg) internet outages;
- hh) telecommunications failures;
- ii) mobile network outages;
- jj) GPS satellite outages;
- kk) cloud infrastructure failures;
- ll) cyber-attacks;
- mm) denial-of-service attacks;
- nn) ransomware incidents;
- oo) failures of third-party hosting providers; or
- pp) any other event outside the Company's reasonable control.

18.2 Suspension of Obligations

Where a Force Majeure Event prevents or delays the Company from performing its obligations under these Terms, those obligations shall be suspended for the duration of the Force Majeure Event.

The Company shall not be regarded as being in breach of these Terms solely because performance has been delayed or prevented by a Force Majeure Event.

18.3 No Liability

The Company shall not be liable for any loss, damage, delay, failure to perform or interruption of service arising directly or indirectly from a Force Majeure Event.

This includes, but is not limited to:

- a) delayed dispatch;
- b) delayed deliveries;
- c) temporary suspension of services;
- d) interruption of GPS tracking;
- e) interruption of mobile connectivity;
- f) interruption of cloud services;
- g) delayed software updates;
- h) reduced service availability;
- i) failure of notifications;
- j) failure of third-party infrastructure; or

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- k) inability to provide customer support within normal response times.

18.4 Reasonable Steps

Where reasonably practicable, the Company will take appropriate steps to minimise the impact of a Force Majeure Event.

Such steps may include:

- a) implementing business continuity procedures;
- b) using alternative suppliers;
- c) engaging alternative delivery providers;
- d) restoring cloud services;
- e) recovering data from backups;
- f) implementing temporary workarounds; or
- g) communicating service updates to Customers.

The Company does not guarantee that alternative arrangements will always be available.

18.5 Customer Notification

Where a Force Majeure Event is likely to have a material impact on the provision of MotoGuardian products or services, the Company will use reasonable efforts to notify affected Customers.

Such notifications may be provided through:

- a) email;
- b) the MotoGuardian mobile application;
- c) the MotoGuardian Website;
- d) social media channels; or
- e) other communication methods considered appropriate.

The Company is not liable where notification is not possible due to the nature of the Force Majeure Event.

18.6 Third-Party Providers

Customers acknowledge that MotoGuardian depends upon a number of independent third-party providers, including:

- a) cloud hosting providers;

- b) mobile network operators;
- c) internet service providers;
- d) GPS satellite systems;
- e) payment providers;
- f) mapping providers;
- g) courier companies; and
- h) software platform providers.

Failures affecting these providers may constitute a Force Majeure Event where they are beyond the Company's reasonable control.

The Company is not responsible for the acts, omissions or failures of such third parties where those failures could not reasonably have been prevented.

18.7 Product Orders

Where a Force Majeure Event affects the manufacture, preparation or delivery of MotoGuardian products, the Company may:

- a) delay dispatch;
- b) delay delivery;
- c) suspend order fulfilment;
- d) offer revised delivery estimates;
- e) substitute an equivalent product where appropriate; or
- f) cancel an order and issue a refund where fulfilment is no longer reasonably possible.

Where an order is cancelled for this reason, any refund shall constitute the Customer's sole remedy in respect of that order, without affecting any statutory consumer rights.

18.8 Subscription Services

Where a Force Majeure Event temporarily affects subscription services, the Company will use reasonable efforts to restore normal service as soon as practicable.

Temporary interruptions caused by Force Majeure shall not constitute a breach of these Terms.

Nothing in this clause affects any statutory rights that cannot legally be excluded.

18.9 Duration of Force Majeure

If a Force Majeure Event continues for an extended period and materially prevents the Company from performing its obligations, The Company may:

- a) suspend affected services;
- b) terminate outstanding orders that cannot reasonably be fulfilled;
- c) discontinue affected subscription services; or
- d) terminate these Terms in relation to the affected products or services.

Where payment has been received for goods or services that cannot reasonably be supplied, the Company will provide an appropriate refund where required by applicable law.

18.10 No Waiver

A delay in exercising any right arising from a Force Majeure Event shall not constitute a waiver of that right.

The Company reserves all rights available under these Terms and applicable law.

18.11 Consumer Rights

Nothing in this section limits or excludes any statutory rights available to Consumers under the laws of the Republic of Ireland or, where applicable, the United Kingdom.

Where mandatory consumer protection legislation provides greater protection than these Terms, the applicable legislation shall prevail.

18.12 Infrastructure and Technology Events

The Customer acknowledges that MotoGuardian relies upon modern technology infrastructure that includes cloud computing, mobile telecommunications networks, GPS satellite systems and internet connectivity.

Temporary disruption of these services, where caused by events outside the Company's reasonable control, shall not of itself constitute a breach of these Terms, provided the Company uses reasonable endeavours to restore normal operation as soon as reasonably practicable.

19. Export Compliance

19.1 Compliance with Applicable Laws

Customers are responsible for ensuring that the purchase, import, export, possession and use of MotoGuardian products and services comply with all applicable laws and regulations in the jurisdiction where the products are purchased, imported, exported or used.

This includes compliance with:

- a) export control legislation;
- b) import regulations;
- c) customs requirements;
- d) sanctions legislation;
- e) telecommunications regulations;
- f) radio equipment regulations;
- g) GPS tracking laws;
- h) data protection legislation; and
- i) any other applicable legal or regulatory requirements.

The Company does not represent that MotoGuardian products or services are lawful for use in every country.

19.2 Customer Responsibility

Where a Customer purchases MotoGuardian products for delivery outside the Republic of Ireland, the Customer is solely responsible for:

- a) ensuring that the products may legally be imported into the destination country;
- b) obtaining any licences, permits or approvals required;
- c) complying with local telecommunications regulations;
- d) complying with local GPS tracking legislation;
- e) complying with customs requirements;
- f) paying any applicable import duties, taxes or customs charges; and
- g) ensuring that use of the MotoGuardian platform is lawful within their jurisdiction.

The Company accepts no responsibility for delays, losses or costs arising from a Customer's failure to comply with these obligations.

19.3 Export Restrictions

MotoGuardian products and services may be subject to export control laws and economic sanctions imposed by:

- a) the Republic of Ireland;
- b) the European Union;
- c) the United Kingdom;
- d) the United States (where applicable to incorporated technology); and
- e) other competent governmental authorities.

Customers must not export, re-export, transfer or otherwise make available MotoGuardian products, software or technology where doing so would breach any applicable export control or sanctions legislation.

19.4 Restricted Countries and Territories

The Company may refuse orders, suspend deliveries or restrict access to products or services where:

- a) export is prohibited by law;
- b) sanctions apply;
- c) required licences cannot be obtained;
- d) delivery cannot reasonably be completed; or
- e) supplying the products would expose the Company to legal or regulatory risk.

The Company may update the list of supported shipping destinations at any time without prior notice.

19.5 Customs Clearance

For international shipments, customs authorities may inspect, delay or refuse imported goods.

Customers acknowledge that customs processing is outside the Company's control.

The Company shall not be liable for delays resulting from:

- a) customs inspections;
- b) import documentation requirements;

- c) customs clearance procedures;
- d) government restrictions;
- e) border controls; or
- f) payment of customs duties or taxes.

19.6 Refused or Returned Shipments

Where a shipment is:

- a) refused by the Customer;
- b) rejected by customs authorities;
- c) returned due to unpaid import duties;
- d) returned because import restrictions apply; or
- e) otherwise returned through no fault of the Company,

The Company may deduct from any refund:

- a) shipping costs;
- b) return shipping costs;
- c) customs charges;
- d) storage charges;
- e) courier administration fees; and
- f) any other reasonable costs incurred.

Nothing in this clause affects any statutory consumer rights.

19.7 Software Export

The MotoGuardian mobile application, firmware, cloud platform and associated software may be subject to export control legislation.

Customers must not:

- a) export software where prohibited by law;
- b) provide software to sanctioned persons or organisations;
- c) bypass export restrictions; or
- d) otherwise use MotoGuardian software in breach of applicable export legislation.

The Company may suspend software access where continued provision would breach applicable law.

19.8 Compliance with Telecommunications Laws

Customers are responsible for ensuring that the installation and operation of the MotoGuardian Device complies with all local laws relating to:

- a) radio equipment;
- b) telecommunications;
- c) GPS tracking devices;
- d) SIM-enabled devices;
- e) wireless communications; and
- f) connected vehicle technology.

The Company does not guarantee that MotoGuardian products have been approved for use in every country.

19.9 Government Restrictions

The Company may suspend, restrict or terminate the supply of products or services where required by:

- a) legislation;
- b) court orders;
- c) regulatory authorities;
- d) export licensing authorities;
- e) customs authorities; or
- f) sanctions regimes.

The Company shall not be liable for losses arising from compliance with legal or regulatory obligations.

19.10 Customer Indemnity

The Customer agrees to indemnify and hold harmless The Helix Alliance Limited against any losses, penalties, fines, claims or liabilities arising from the Customer's failure to comply with applicable export, import, customs or sanctions legislation.

This indemnity shall not apply where the Company's own negligence or unlawful conduct caused the relevant loss.

19.11 Consumer Rights

Nothing in this section limits or excludes any statutory rights available to Consumers under the laws of the Republic of Ireland or, where applicable, the United Kingdom.

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Where mandatory consumer protection legislation provides greater protection than these Terms, that legislation shall prevail.

19.12 International Connectivity

The availability of MotoGuardian services outside the Republic of Ireland may depend upon international mobile network agreements, roaming arrangements, telecommunications regulations and local infrastructure.

Although the Company will use reasonable efforts to provide service in supported territories, it does not warrant that all MotoGuardian features, including live tracking, notifications or SIM connectivity, will be available in every country or region.

Customers travelling internationally should consult the MotoGuardian Website or contact Customer Support for information regarding supported countries before relying on the Service abroad.

20. Data Protection

20.1 Commitment to Privacy

The Company is committed to protecting the privacy, confidentiality and security of your Personal Data.

We process Personal Data responsibly, transparently and in accordance with:

- a) Regulation (EU) 2016/679 (General Data Protection Regulation ("GDPR"));
- b) the Irish Data Protection Acts;
- c) the UK GDPR, where applicable;
- d) the Privacy and Electronic Communications Regulations (where applicable); and
- e) all other applicable data protection legislation.

Further information regarding how we collect, use, store and protect Personal Data is available within the **MotoGuardian Privacy Policy**, which forms part of these Terms.

Privacy by Design.

Personal Data is encrypted both in transit and at rest using industry-standard encryption technologies.

20.2 Data Controller

Unless otherwise stated, **The Helix Alliance Limited** acts as the **Data Controller** for Personal Data processed through the MotoGuardian platform.

Company Details:

The Helix Alliance Limited

Company Number: **818418**

Registered Office:

Tooban

Burnfoot

County Donegal

Ireland

Email:

privacy@motoguardian.ie (*recommended dedicated address*)

or

info@motoguardian.ie

20.3 Personal Data We Process

Depending upon your use of MotoGuardian, we may process Personal Data including:

- a) name;
- b) email address;
- c) telephone number;
- d) postal address;
- e) billing information;
- f) motorcycle details;
- g) registration number;
- h) VIN (where supplied);
- i) Device identifiers;
- j) GPS location data;

- k) journey history;
- l) ride analytics;
- m) emergency contact details;
- n) maintenance reminders;
- o) subscription information;
- p) payment transaction references;
- q) customer support communications;
- r) application usage data;
- s) diagnostic information;
- t) IP address;
- u) browser information;
- v) operating system information;
- w) cookies; and
- x) other information described within the Privacy Policy.

20.4 Special Categories of Data

MotoGuardian is not intended to collect special category personal data unless specifically required for a feature requested by the Customer.

However, certain location or crash-related information could indirectly reveal sensitive information about an individual.

The Company processes such information only where there is a lawful basis for doing so.

20.5 GPS Location Data

The Customer acknowledges that MotoGuardian processes GPS location information in order to provide services including:

- a) live tracking;
- b) journey history;
- c) route analytics;
- d) theft alerts;
- e) geofence monitoring;
- f) tow-away alerts;
- g) crash detection;
- h) emergency notifications; and
- i) other rider safety features.

GPS location information is processed only for the purposes described within the Privacy Policy.

20.6 Emergency Contacts

Where Customers nominate Emergency Contacts, they confirm that:

- a) they have informed the Emergency Contact that their details are being provided;
- b) they have authority to provide those details;
- c) the information supplied is accurate; and
- d) they will notify the Company if the information changes.

Emergency Contact details are processed solely for the purposes of providing MotoGuardian safety features.

20.7 Lawful Basis for Processing

The Company processes Personal Data only where a lawful basis exists.

Depending upon the circumstances, this may include:

- a) performance of a contract;
- b) compliance with legal obligations;
- c) protection of vital interests;
- d) legitimate interests;
- e) consent; or
- f) another lawful basis recognised under applicable data protection legislation.

Where consent is relied upon, Customers may withdraw that consent at any time, subject to legal and operational limitations.

20.8 Security of Personal Data

The Company implements appropriate technical and organisational measures to protect Personal Data against accidental or unlawful:

- a) destruction;
- b) loss;
- c) alteration;
- d) unauthorised disclosure; or
- e) unauthorised access.

Security measures include, where appropriate:

- a) encryption of Personal Data in transit using Transport Layer Security (TLS);

- b) encryption of Personal Data at rest using industry-standard encryption technologies;
- c) secure cloud infrastructure;
- d) access controls;
- e) multi-factor authentication for administrative systems where appropriate;
- f) logging and monitoring;
- g) vulnerability management;
- h) regular security updates; and
- i) least-privilege access principles.

While the Company takes reasonable steps to protect Personal Data, no electronic transmission or storage system can be guaranteed to be completely secure.

20.9 International Transfers

Personal Data may be processed using carefully selected third-party service providers located within or outside the European Economic Area (EEA).

Where Personal Data is transferred internationally, the Company will ensure that appropriate safeguards are implemented, including where applicable:

- a) European Commission Adequacy Decisions;
- b) Standard Contractual Clauses (SCCs);
- c) UK International Data Transfer Agreements (where applicable); or
- d) other lawful transfer mechanisms recognised under applicable legislation.

20.10 Third-Party Service Providers

The Company uses trusted third-party providers to operate the MotoGuardian platform.

These may include providers of:

- a) cloud hosting;
- b) payment processing;
- c) email delivery;
- d) analytics;
- e) crash reporting;
- f) mapping;
- g) push notifications;
- h) customer support;
- i) mobile communications; and
- j) fraud prevention.

Such providers process Personal Data only on behalf of the Company and under appropriate contractual safeguards.

20.11 Data Retention

Personal Data is retained only for as long as reasonably necessary to:

- a) provide MotoGuardian services;
- b) fulfil contractual obligations;
- c) comply with legal requirements;
- d) resolve disputes;
- e) prevent fraud;
- f) enforce these Terms; or
- g) protect the Company's legitimate interests.

Retention periods are explained in greater detail within the Privacy Policy.

Following expiry of the applicable retention period, Personal Data will be securely deleted, anonymised or otherwise disposed of in accordance with applicable law.

20.12 Customer Rights

Subject to applicable legislation, Customers may have the right to:

- a) access their Personal Data;
- b) rectify inaccurate information;
- c) request erasure;
- d) restrict processing;
- e) object to processing;
- f) withdraw consent;
- g) request data portability;
- h) lodge a complaint with a supervisory authority; and
- i) exercise any other rights available under applicable data protection legislation.

Requests should be submitted to:

privacy@motoguardian.ie

20.13 Cookies and Analytics

MotoGuardian uses cookies and similar technologies in accordance with the **Cookie Policy**.

Analytics technologies may include:

- a) Google Analytics;
- b) Meta Pixel;
- c) performance monitoring tools;
- d) website optimisation tools; and
- e) other technologies described within the Cookie Policy.

Marketing and non-essential cookies will only be used where the Customer has provided any consent required by applicable law.

20.14 Data Breaches

In the event of a Personal Data Breach, the Company will respond in accordance with applicable data protection legislation.

Where required by law, the Company will:

- a) investigate the incident;
- b) notify the relevant supervisory authority;
- c) notify affected individuals where required; and
- d) take appropriate remedial action.

20.15 Relationship with the Privacy Policy

This section provides a summary of the Company's data protection commitments.

Full details of how Personal Data is collected, processed, shared, retained and protected are contained within the **MotoGuardian Privacy Policy**, which forms an integral part of these Terms.

Where there is any inconsistency between this section and the Privacy Policy, the Privacy Policy shall prevail in relation to data protection matters.

20.16 Consumer Rights

Nothing in this section limits or excludes any rights available under:

- a) the General Data Protection Regulation (GDPR);
- b) the UK GDPR;
- c) the Irish Data Protection Acts;
- d) the Data Protection Act 2018 (UK), where applicable; or
- e) any successor legislation.

Where mandatory legislation provides greater protection than these Terms, that legislation shall prevail.

20.17 Privacy by Design and by Default

The Company develops the MotoGuardian platform in accordance with the principles of **Privacy by Design** and **Privacy by Default**, as required by Article 25 of the General Data Protection Regulation (GDPR).

Where reasonably practicable, new features are designed to minimise the collection of Personal Data, limit access to authorised personnel, implement appropriate security controls and ensure that only Personal Data necessary for the provision of MotoGuardian services is processed.

21. Consumer Rights

21.1 Statutory Consumer Rights

Nothing contained in these Terms and Conditions shall exclude, restrict or limit any statutory rights or remedies available to Consumers under applicable law.

Where any provision of these Terms conflicts with mandatory consumer protection legislation, the applicable legislation shall prevail to the extent of that conflict.

The Company is committed to complying with all applicable consumer protection laws in the jurisdictions in which MotoGuardian products and services are supplied.

21.2 Irish Consumer Protection

Where the Customer is a Consumer residing in the Republic of Ireland, their statutory rights are protected by applicable Irish and European Union consumer legislation, including (where applicable):

- a) the Consumer Rights Act 2022;
- b) the Sale of Goods Act 1893, as amended;
- c) the European Union (Consumer Information, Cancellation and Other Rights) Regulations 2013;
- d) the General Product Safety Regulations;
- e) the General Data Protection Regulation (GDPR);
- f) the Irish Data Protection Acts; and
- g) any successor legislation.

Nothing in these Terms affects the Customer's rights under these laws.

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21.3 United Kingdom Consumers

Where MotoGuardian products or services are supplied to Consumers in the United Kingdom, Customers may also benefit from protections available under applicable UK legislation, including where relevant:

- a) the Consumer Rights Act 2015;
- b) the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013;
- c) the UK General Data Protection Regulation (UK GDPR);
- d) the Data Protection Act 2018; and
- e) any successor legislation.

Nothing in these Terms limits any mandatory rights available under such legislation.

21.4 Goods Must Meet Legal Standards

Consumers have statutory rights requiring that goods supplied by the Company:

- a) are of satisfactory quality;
- b) are fit for their intended purpose;
- c) correspond with their description;
- d) match any samples or demonstrations where applicable; and
- e) comply with applicable legal requirements.

Where goods fail to meet these standards, Consumers may be entitled to remedies provided by applicable law.

21.5 Digital Content and Software

MotoGuardian includes software, firmware, mobile applications and cloud-based digital services.

Where applicable legislation provides statutory rights relating to digital content or digital services, those rights remain unaffected by these Terms.

The Company will use reasonable endeavours to ensure that digital services are supplied with reasonable care and skill and remain compatible with supported devices and operating systems.

21.6 Repairs, Replacements and Refunds

Where MotoGuardian products develop a fault covered by applicable consumer legislation or the Company's Warranty Policy, Customers may be entitled to one or more of the following remedies, depending upon the circumstances:

- a) repair;
- b) replacement;
- c) price reduction;
- d) refund; or
- e) another remedy required by applicable law.

The availability of each remedy depends upon the nature of the issue and the applicable legislation.

Nothing in these Terms removes or reduces any statutory remedies available to Consumers.

21.7 Right to Cancel Distance Purchases

Where Customers purchase MotoGuardian products online or through another distance selling method, they may have statutory cancellation rights under applicable consumer legislation.

Subject to any lawful exceptions, eligible Consumers generally have the right to cancel qualifying purchases within fourteen (14) days of receiving the goods without providing a reason.

Further details are contained within the Company's **Returns & Refund Policy** and **Cancellation Policy**.

21.8 Subscription Services

Nothing in these Terms affects any statutory rights relating to recurring subscription services or digital content.

Customers retain any rights granted under applicable consumer legislation concerning:

- a) automatic renewals;
- b) cancellation rights;
- c) refunds;
- d) unfair contract terms;
- e) digital content; and

- f) ongoing service provision.

Subscription arrangements are explained in greater detail within the **Subscription Terms**.

21.9 Unfair Contract Terms

If any provision of these Terms is found by a court or competent authority to be unfair, unenforceable or contrary to mandatory consumer protection legislation, that provision shall be interpreted or modified only to the extent necessary to comply with the law.

The remainder of these Terms shall remain in full force and effect.

21.10 Complaints

The Company is committed to resolving Customer concerns fairly and promptly.

Customers who have concerns regarding MotoGuardian products or services are encouraged to contact us first so that we have the opportunity to investigate and resolve the matter.

Contact details:

General Enquiries:

info@motoguardian.ie

Customer Support:

support@motoguardian.ie

The Company aims to acknowledge complaints promptly and work towards a fair resolution.

21.11 Alternative Dispute Resolution

Where a dispute cannot be resolved directly between the Company and the Customer, either party may consider using an appropriate alternative dispute resolution (ADR) process where available.

Nothing in this clause prevents either party from exercising any legal rights available under applicable law.

21.12 Regulatory Authorities

Customers also have the right, where appropriate, to seek advice or make complaints to relevant regulatory or supervisory bodies, including consumer protection or data protection authorities within their jurisdiction.

21.13 Business Customers

The statutory consumer rights described in this section generally apply only to Customers acting as Consumers.

Business Customers may not benefit from the same statutory protections and should ensure that MotoGuardian products and services meet their commercial requirements before purchase.

Nothing in this section limits any legal rights that Business Customers may have under applicable law.

21.14 No Waiver of Consumer Rights

The Company does not seek to exclude, restrict or waive any statutory rights that Consumers are entitled to under applicable legislation.

Any provision of these Terms that is inconsistent with mandatory consumer protection law shall be interpreted in a manner that gives full effect to those statutory rights.

21.15 Governing Principle

These Terms should always be interpreted in a manner that is consistent with applicable consumer protection legislation.

Where there is any doubt regarding the interpretation of these Terms, nothing shall prejudice or reduce any mandatory legal rights available to Consumers.

21.16 Our Commitment to Customers

The Company believes that strong customer relationships are built on fairness, transparency and trust.

Where a Customer experiences an issue with a MotoGuardian product or service, we will always seek to resolve the matter promptly, reasonably and in accordance with both our legal obligations and our commitment to delivering an excellent customer experience.

Nothing in this statement creates additional contractual obligations beyond those required by applicable law, but it reflects the standards of service that MotoGuardian aims to provide.

22. Governing Law

22.1 Governing Law

These Terms and Conditions, together with any contract formed between the Customer and **The Helix Alliance Limited**, trading as **MotoGuardian**, shall be governed by and construed in accordance with the laws of the **Republic of Ireland**.

This applies to all matters arising out of or relating to:

- a) the MotoGuardian Website;
- b) the MotoGuardian mobile application;
- c) MotoGuardian Devices;
- d) subscription services;
- e) software licences;
- f) purchases made through the Website;
- g) customer accounts; and
- h) any non-contractual obligations connected with these Terms.

Nothing in this section shall prevent the application of mandatory consumer protection laws that apply in the Customer's country of residence where those laws cannot legally be excluded.

These Terms shall be interpreted in accordance with the ordinary meaning of the words used and headings are included for convenience only.

22.2 Jurisdiction

Subject to Clause 22.3, the courts of the **Republic of Ireland** shall have exclusive jurisdiction to hear and determine any dispute, claim or legal proceedings arising out of or in connection with:

- a) these Terms;
- b) any purchase made from MotoGuardian;
- c) the use of the MotoGuardian platform;
- d) subscription services;
- e) software licences;
- f) warranty claims;
- g) product defects;

- h) intellectual property;
- i) data protection matters; or
- j) any non-contractual obligations arising from these Terms.

Each party irrevocably submits to the jurisdiction of the Irish courts.

22.3 Consumer Jurisdiction Rights

Nothing in these Terms limits any mandatory legal rights available to Consumers under applicable consumer protection legislation.

Where applicable law provides that a Consumer may bring proceedings before the courts of their country of residence, or grants additional jurisdictional rights that cannot legally be excluded, those rights shall remain unaffected.

Similarly, where mandatory legislation requires proceedings to be heard in another jurisdiction, those statutory requirements shall prevail.

22.4 Business Customers

Where the Customer is acting wholly or mainly for the purposes of a trade, business or profession, the parties agree that the courts of the Republic of Ireland shall have exclusive jurisdiction over any dispute arising from these Terms.

Business Customers waive any objection to proceedings being commenced before the Irish courts on the grounds of forum or venue, except where such waiver would be unlawful.

22.5 Good Faith Resolution

The Company believes that most disputes can be resolved quickly through open communication.

Before commencing formal legal proceedings, Customers are encouraged to contact MotoGuardian Customer Support so that reasonable efforts can be made to resolve any issue fairly and efficiently.

The Company will investigate complaints promptly and, where appropriate, seek an amicable resolution before legal action becomes necessary.

Nothing in this clause prevents either party from commencing legal proceedings where necessary to protect its legal rights.

22.6 Alternative Dispute Resolution (ADR)

Where appropriate, either party may propose that a dispute be resolved using an appropriate form of Alternative Dispute Resolution (ADR), including:

- a) informal negotiation;
- b) mediation;
- c) independent expert determination; or
- d) another recognised ADR process.

Participation in ADR shall be voluntary unless otherwise required by applicable law.

22.7 Consumer Complaints

Customers who believe that MotoGuardian products or services have not met their expectations, or who believe their statutory rights may have been affected, are encouraged to contact the Company in the first instance.

General Enquiries

info@motoguardian.ie

Customer Support

support@motoguardian.ie

The Company aims to acknowledge complaints promptly and work towards a fair and reasonable resolution.

22.8 Regulatory Authorities

Nothing within these Terms prevents Customers from contacting or seeking assistance from:

- a) consumer protection authorities;
- b) data protection authorities;
- c) telecommunications regulators;
- d) product safety authorities;
- e) courts of competent jurisdiction; or
- f) any other regulatory body having jurisdiction,

where such rights exist under applicable law.

22.9 Entire Agreement

These Terms and Conditions, together with the following policies:

- a) Privacy Policy;
- b) Cookie Policy;
- c) Shipping Policy;
- d) Returns & Refund Policy;
- e) Subscription Terms;
- f) Cancellation Policy; and
- g) Warranty Policy,

constitute the complete agreement between the Company and the Customer concerning the purchase and use of MotoGuardian products and services.

They supersede all previous discussions, negotiations, representations and agreements relating to the same subject matter.

Nothing in this clause excludes liability for fraudulent misrepresentation.

22.10 Severability

If any provision of these Terms is found by a court or competent authority to be unlawful, invalid or unenforceable, that provision shall be deemed modified to the minimum extent necessary to make it valid and enforceable.

If such modification is not possible, the affected provision shall be deemed severed from these Terms without affecting the validity or enforceability of the remaining provisions.

The remainder of these Terms shall continue in full force and effect.

22.11 Waiver

No delay or failure by the Company in exercising any right or remedy under these Terms shall constitute a waiver of that right or remedy.

Any waiver shall be effective only if made in writing and signed by an authorised representative of the Company.

A waiver relating to one breach shall not constitute a waiver of any subsequent breach.

22.12 Assignment

The Customer may not assign, transfer or otherwise dispose of any rights or obligations arising under these Terms without the prior written consent of the Company.

The Company may assign, transfer or subcontract its rights and obligations under these Terms provided that doing so does not materially reduce the Customer's statutory rights or the standard of service reasonably expected.

22.13 Survival

Any provision of these Terms which, by its nature, is intended to survive termination, cancellation or expiry shall remain in force following termination.

This includes, without limitation:

- a) payment obligations;
- b) software licensing;
- c) intellectual property rights;
- d) confidentiality obligations;
- e) limitation of liability;
- f) data protection obligations;
- g) governing law;
- h) jurisdiction; and
- i) dispute resolution.

22.14 Interpretation

In these Terms:

- a) headings are included for convenience only and shall not affect interpretation;
- b) words importing the singular include the plural and vice versa where the context requires;
- c) references to legislation include any amendments, re-enactments or replacement legislation;
- d) references to "including" or "includes" shall be interpreted as "including without limitation."

22.15 Our Commitment

MotoGuardian was created **by riders, for riders.**

MotoGuardian Terms & Conditions

While these Terms are intended to clearly define the legal relationship between you and The Helix Alliance Limited, our objective is much broader than legal compliance. We are committed to operating MotoGuardian with fairness, transparency and integrity, providing products and services that riders can trust.

We believe that long-term customer relationships are built on excellent service, honest communication and continuous improvement. If something goes wrong, we encourage you to contact us so that we have the opportunity to resolve the issue promptly and fairly.

As MotoGuardian continues to evolve, we remain committed to developing innovative products and services that improve motorcycle security, rider safety and the overall riding experience.

If you have any questions regarding these Terms, our products or any aspect of the MotoGuardian platform, please contact us before placing an order or using our services.

The Helix Alliance Limited
Trading as **MotoGuardian**

Company Registration Number: **818418**

Registered Office:

Tooban
Burnfoot
County Donegal
Ireland

General Enquiries:

info@motoguardian.ie

Customer Support:

support@motoguardian.ie

Website:

www.motoguardian.ie

These Terms and Conditions were last updated on 16 July 2026. The Company may amend these Terms from time to time. Where changes materially affect your rights or

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obligations, we will provide reasonable notice through the MotoGuardian Website, mobile application or by email where appropriate. Continued use of MotoGuardian following the effective date of the revised Terms constitutes acceptance of the updated Terms.

23. Contact

23.1 Contacting MotoGuardian

The Company is committed to providing prompt, professional and helpful support to all Customers.

If you have any questions regarding MotoGuardian products, services, subscriptions, your account or these Terms and Conditions, please contact us using the appropriate details below.

23.2 Company Details

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23.3 General Enquiries

For general questions relating to:

products;
orders;
sales;
partnerships;
media enquiries;
business opportunities; or
general information about MotoGuardian,

please contact:

Email: info@motoguardian.ie

The Company aims to respond to general enquiries as promptly as reasonably practicable during normal business hours.

23.4 Customer Support

For assistance relating to:

- a) installation;
- b) account access;
- c) subscriptions;
- d) technical support;
- e) software issues;
- f) Device faults;
- g) warranty claims;
- h) returns;
- i) shipping enquiries; or
- j) troubleshooting,

please contact:

Email: support@motoguardian.ie

When contacting Customer Support, please include where possible:

- a) your name;
- b) order number;

- c) Device serial number (if applicable);
- d) motorcycle registration number (where relevant);
- e) a description of the issue; and
- f) any supporting screenshots or photographs.

Providing this information will help us investigate and resolve your enquiry more efficiently.

23.5 Privacy Enquiries

Questions relating to:

- a) Personal Data;
- b) GDPR;
- c) privacy rights;
- d) data access requests;
- e) correction of Personal Data;
- f) deletion requests;
- g) data portability; or
- h) other privacy-related matters,

may be sent to:

Email: info@motoguardian.ie

If you later introduce a dedicated privacy email address (for example, privacy@motoguardian.ie), references throughout these policies should be updated accordingly.

23.6 Business and Partnership Enquiries

Organisations interested in:

- a) commercial partnerships;
- b) fleet solutions;
- c) dealer opportunities;
- d) retail partnerships;
- e) distribution;

- f) affiliate programmes; or
- g) media collaborations,

should contact:

Email: info@motoguardian.ie

23.7 Website and Technical Issues

If you experience issues with:

- a) the MotoGuardian Website;
- b) the MotoGuardian mobile application;
- c) account registration;
- d) online checkout; or
- e) other technical problems,

please contact:

Email: support@motoguardian.ie

The Company will use reasonable efforts to investigate and resolve reported technical issues as quickly as practicable.

23.8 Complaints

The Company values customer feedback and aims to resolve complaints fairly, professionally and promptly.

If you are dissatisfied with any aspect of MotoGuardian products or services, please contact us in the first instance at:

Email: support@motoguardian.ie

Please include:

- a) your contact details;
- b) your order number (where applicable);

- c) a clear description of the issue; and
- d) the outcome you are seeking.

We will acknowledge your complaint as soon as reasonably practicable and aim to resolve it in accordance with our internal complaints process.

Nothing in this section affects your statutory rights or your right to seek assistance from the appropriate regulatory or consumer protection authority.

23.9 Business Hours

Unless otherwise stated, Customer Support is provided during the Company's normal business hours.

Support response times may vary depending on:

- a) weekends;
- b) public holidays;
- c) seasonal demand;
- d) major product launches;
- e) exceptional operational circumstances; or
- f) Force Majeure Events.

Where delays occur, the Company will use reasonable efforts to respond as quickly as possible.

23.10 Changes to Contact Details

The Company may update its contact details from time to time.

Current contact information will always be published on the MotoGuardian Website.

Customers should refer to the Website for the most up-to-date contact information.

Final Statement

These Terms and Conditions, together with the associated Privacy Policy, Cookie Policy, Shipping Policy, Returns & Refund Policy, Subscription Terms, Cancellation Policy and

MotoGuardian Terms & Conditions

Warranty Policy, form the complete legal agreement governing the purchase and use of MotoGuardian products and services.

By purchasing a MotoGuardian Device, creating a MotoGuardian account or using the MotoGuardian Website, mobile application or subscription services, you confirm that you have read, understood and agree to be bound by these Terms.

Thank you for choosing MotoGuardian. We are committed to building technology that helps riders protect their motorcycles, enhance every journey and ride with greater confidence.

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