



Terms & conditions of service



Your companion on the road...

Terms and conditions - Online purchase mobybak.com

Mobybak Purchase

mobybak website online purchase policy:

Online purchasing through the **mobybak** Internet site is regulated by the sales conditions stipulated below. Please read them carefully, as your purchase through the **mobybak** website means that you accept those conditions and any possible modification that may be made to them.

Limit of Liability

Please note that information on the **mobybak** website reflects data available to **mobybak** at the time the site was developed. It represents the best information we were able to obtain overall. Despite the care taken by **mobybak** in ensuring accuracy of such information, errors may have occurred. In the event such errors are found, **mobybak** will take steps to inform its customers at the earliest opportunity. There are no guarantees, expressed or implied, regarding the **mobybak** site and/or any of the information it contains. Some actual items may vary slightly from the illustrations shown on the **mobybak** site. For accurate product descriptions, please refer to the descriptive texts that appear next to the product illustrations. Please contact us for more information.

Targeted Clientele

The addition of an e-commerce section to the **mobybak** site is strictly for consumers and the practical benefits afforded by this approach to shopping.

Methods of Payment/Billing

Payment by credit card is the only accepted method of settling purchases on the **mobybak** website. **mobybak** accepts VISA and MasterCard on its website. You will receive an e-mail confirmation shortly after placing an order on the **mobybak** website. This will serve as your invoice or your proof of purchase.

Price

Orders placed on the **mobybak** website will be billed at the price indicated next to the name and illustration of the selected product. Due to unforeseeable market fluctuations, **mobybak** reserves the right to modify prices on products sold through its Internet site at any time, without prior notice. Handling and delivery costs are applicable on every Internet order for a physical product.

Responsibility

Should **mobybak** be found responsible pursuant to a claim by one of its Internet customers, its liability will be limited to the sum of the amounts paid by the customer to **mobybak** for purchases made through its Internet site. Despite the above, customers are entitled to all the rights provided under applicable laws and regulations. The relationship between the parties is governed by laws of the Province of Québec. Any dispute arising from sales or credits or from any failure with respect to the conditions that apply to **mobybak** Internet sales will fall under the jurisdiction of the Quebec courts.

Monthly Plans

mobybak does not have annual contracts for our tracking services. Any modifications to our monthly plan will occur at the beginning of the following month. If you change your plan within the month, those changes will be applied to the next billing cycle. Because we do not have annual contracts, the cancellation of your **mobybak** plan at any time will result in a delay or an advance notice of 30 days from the time we receive this notice by email. Your commitment will be cancelled after this period.

Force majeure

Internet site customers accept that **mobybak** will not be held responsible for its failure to fulfill obligations, nor for the damage/losses incurred as a result of force majeure or Act of God.

Returns

Cancellations for Purchase of Physical Products

If you wish to cancel an order placed through the **mobybak** website on the same day that you place your order, you may send an email to info@mobybak.com or phone, 1-855-662-9225, #217. Please quote the order reference number that appears on the purchase confirmation email that you received from the **mobybak**. The **mobybak** website will credit your account with the appropriate amount as soon as possible.

Returns

mobybak website accepts all merchandise returns without requiring justification or imposing penalties, during the 15 days following placement of the order through the **mobybak** website. Merchandise must be returned in its original packaging. Merchandise ordered through the Internet may be returned to: Customer service / **mobybak** , 420 Armand-Frappier, suite 110, Laval (Québec), H7V 4B4. If your GPS unit box is opened or not returned in its original packaging, a restocking fee of 25% will be retained on your refund.

Merchandise in Good Condition

If the merchandise you received was in good condition upon delivery, or if you are not returning it because of any deficiency or delivery error by the **mobybak** website, you must assume shipping charges for both the original delivery and the return of the merchandise.

Faulty or Damaged Merchandise

If the merchandise you ordered through the **mobybak** website was damaged or faulty upon delivery, or if the merchandise you received is not what you ordered, your account will be credited for shipping charges related to the return of the merchandise at the time of refund.

Refunds

If the merchandise is in the same condition as upon delivery, you will receive a credit equivalent to the total cost of the returned merchandise. To return merchandise by mail, please use our return address: (Customer service / Online Purchase or Head Office). We will credit your account as soon as we receive the merchandise and notify you by email or by phone.

Product availability

mobybak website makes every effort to stock sufficient quantities of products sold through its Internet site. However, we cannot guarantee availability of products. **mobybak** accepts no responsibility for any damages resulting from stock shortage or delays in delivery. If the **mobybak** website is unable to deliver a product ordered through its Internet site, we will notify you by email or by phone. **mobybak** website reserves the right to limit quantities.

Current Promotion

Regarding the current promotion ending by December 31st, 2011, the 30-day trial for the plan of your choice with the purchase of the GPS Moby I unit | or Moby II unit of your choice, please note that only the Plan, not the unit, is offered free for 30 days. You must purchase the GPS **mobybak** Moby I or Moby II unit of your choice to be eligible for the free 30-day trial. After the initial 30 days, the system will automatically charge you, depending on your chosen plan.

Security of transactions

This section aims to inform you of security measures implemented to ensure the protection of information you transmit when ordering products through the **mobybak** website. The section includes answers to some questions that customers have when making their first on-line purchase.

Coverage of phone network

Please note that **mobybak** relies on the mobile phone network. **mobybak** currently has an agreement with ROGERS, which covers the largest urban areas and surrounding areas. We cannot guarantee positioning for **mobybak** units in regions with weaker or non-existent cellular signal. The system automatically adopts the last position received, when permitted by the strength of the signal, and resumes the new position when the cellular signal is restored. Please refer to the FAQ section to see the map of regions covered by the cellular network.

Warning

The concerted efforts made by **mobybak** to protect the personal information that travels on or through its Web site do not absolve users from assuming the risk that the confidentiality of that information might be broken. Accordingly, the **mobybak** website disclaims responsibility with respect to damages incurred due to information exchanges with the **mobybak** website on the Internet. The **mobybak** website reserves the right to transmit personal information if required to do so by law or by virtue of regulations, or to protect its rights as well as those of the **mobybak** website users and of its commercial partners.

Security is just as important to us

Security related to credit card transactions is essential to the proper management of electronic commerce. Accordingly, the **mobybak** website insists on making those transactions as reliable and secure as possible. Any failure in our security system could have very serious repercussions on our operations and on the confidence our customers place in us. Consequently, the **mobybak** website does everything within its power to stop credit card fraud and to protect transactions effected through its Internet site.

Support

Customer service: Please contact us for any questions regarding **mobybak** .

Email: service@mobybak.com

Phone: 1-855-662-9225, #217

For faster service, please have your order number ready.

This service is available between 8am and 5pm, Monday to Friday.



mobybak: a new GPS tracking system for safety and good driving habits.



420 Armand-Frappier, Suite 110 LAVAL, QC H7V 4B4 | 1.855.MOBYBAK | info@mobybak.com

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