

ROADSTAT TERMS & CONDITIONS

For Roadstat™ – Intelligent Asset Tracking as a Service (iATAaaS)**

Effective Date: 01-DEC-2025

Company: Smadlytics Inc., 501 Silverside Rd, Wilmington, DE 19809, USA

1. Introduction

These Terms & Conditions (“Terms”) form a legally binding agreement between **you** (“Customer,” “User,” “You”) and **Smadlytics Inc.** (“Smadlytics,” “We,” “Us,” “Our”) governing your use of **Roadstat**, an Intelligent Asset Tracking as a Service platform (iATAaaS), including:

- Web platform
- Mobile applications
- LOCATION/IoT hardware devices
- APIs and integrations
- AI-driven analytics
- Associated hardware, software, dashboards, alerts & services

By accessing or using Roadstat, you agree to these Terms. If you do not agree, you must stop using the Services immediately.

Smadlytics reserves the right to update or modify these Terms at any time by posting revised Terms with an updated effective date.

2. Definitions

- **“Services”** – Roadstat SaaS, mobile apps, hardware, APIs, analytics, and connected features.
- **“Hardware”** – LOCATION devices, IoT sensors, cameras, telematics units, gateways, SIM modules.
- **“Customer Data”** – Data uploaded, transmitted, or collected through Services.
- **“AI Analytics”** – Predictive insights, driver behaviour scoring, anomaly detection, video analytics, asset-health forecasts.
- **“Subscription”** – Paid access to Services based on monthly or annual billing.

3. License Grant

Smadlytics grants you a **revocable, non-exclusive, non-transferable, non-sublicensable** license to use Roadstat for your internal business purposes only.

You **may not**:

- Copy, modify, reverse engineer, or create derivative works
- Use Services to compete with Smadlytics
- Train external AI models using Roadstat data or outputs
- Resell, lease, or transfer licenses
- Circumvent authentication or security mechanisms

4. Hardware Usage & Ownership

4.1 Ownership

Hardware may be:

- **Leased**,
- **Purchased**, or
- **Provided as part of an active subscription plan**

Ownership terms will be defined in the applicable Order Form.

4.2 Installation & Compatibility

Customers are responsible for:

- Correct installation of hardware
- Ensuring vehicle/equipment compatibility
- Compliance with local laws governing IoT, cameras, LOCATION tracking

4.3 Hardware Warranty (in case of purchase)

- 12-month standard limited warranty unless stated otherwise
- Warranty excludes misuse, unauthorized repair, physical damage, water damage

5. Service Features (Non-Exhaustive) ^

Roadstat includes:

- Real-time Location tracking
- Geofencing & routing
- AI-based predictive maintenance
- Sensor-based asset health metrics
- Driver behaviour analytics
- Dashcams & video telematics

- Fuel/energy consumption analytics
- Automated alerts & compliance reporting
- APIs for CRM/ERP/other integrations

Smadlytics does not guarantee 100% accuracy of location, AI predictions, video analytics, or sensor data.

6. User Obligations

You agree to:

- Provide accurate information
- Maintain confidentiality of login credentials
- Ensure all users comply with these Terms
- Use Services only for lawful business purposes
- Obtain necessary permissions from drivers/employees where required

You are responsible for compliance with region-specific privacy laws (e.g., Canada PIPEDA, India DPDP Act 2023, UAE PDPL, EU GDPR where applicable).

7. Restricted Activities

You must not:

- Use Roadstat for illegal tracking
- Modify hardware tamper seals
- Perform penetration testing without written approval
- Upload harmful code
- Use Services to endanger driver safety
- Interfere with Smadlytics systems or networks

8. Data Privacy & Security

Smadlytics collects and processes:

- Asset location data
- Motion & telematics data
- AI-processed data (behaviour scoring, video analytics)
- User account information

Data may be stored or processed in:

- USA
- Canada
- India
- Middle East
- Other compliant global regions

Cross-border transfers comply with applicable laws (e.g., Standard Contractual Clauses, DPDP 2023 requirements, Canadian privacy norms).

Smadlytics uses industry-standard security protocols but cannot guarantee absolute security.

9. AI Analytics & Limitations

AI insights provided through Roadstat are **estimates, probabilities, or recommendations** and must not be treated as:

- Authoritative predictions
- Safety guarantees
- Legal or regulatory compliance certifications

User assumes responsibility for decisions based on AI outputs.

10. Subscription, Billing & Payments

10.1 Subscription Terms

- Monthly or annual billing cycles apply
- Minimum contract term may apply (typically 12 months)
- Charges are non-refundable unless required by law

10.2 Taxes

Users are responsible for all applicable taxes, duties, and levies.

10.3 Automatic Renewal

Subscriptions renew automatically unless cancelled in writing before the renewal date.

10.4 Non-Payment

Smadlytics may suspend or terminate access for unpaid invoices.

11. Service Level Agreements (SLA)

Smadlytics targets:

- **99.9% uptime** for cloud services
- Reasonable performance of mobile apps and hardware connectivity

SLA exclusions include:

- Network outages by telecom providers
- LOCATION unavailability
- Hardware misuse
- Force Majeure events

12. Third-Party Integrations

Where Roadstat integrates with third-party platforms or SIM providers:

- Smadlytics is not responsible for external service failures
- Third-party terms apply independently

13. Limitation of Liability

To the maximum extent permitted by law:

- Smadlytics is **not liable** for indirect, incidental, punitive, or consequential damages
- Total liability will not exceed **the fees paid by Customer in the last 6 months**
- Smadlytics is not liable for losses due to:
 - LOCATION inaccuracies
 - AI misinterpretation
 - Sensor failure
 - Driver behaviour
 - Asset misuse

Certain jurisdictions may have additional rights.

14. Indemnification

Customer agrees to indemnify and hold harmless Smadlytics against claims arising from:

- Unauthorized use of Services
- Violation of laws related to surveillance/tracking
- Use of AI analytics in decision making
- Hardware misuse or tampering

15. Termination

Smadlytics may terminate access:

- For breach of Terms
- For non-payment
- For security risks
- For illegal or unethical usage

Upon termination:

- All licenses end immediately
- Hardware must be returned if leased
- Customer data will be retained or deleted based on applicable laws

16. Governing Law & Dispute Resolution

16.1 Governing Law

These Terms are governed by the laws of **Delaware, USA**, regardless of conflict-of-law principles.

16.2 Mandatory Arbitration

All disputes shall be resolved through **binding arbitration** under the American Arbitration Association (AAA), seated in **Wilmington, Delaware**.

16.3 Exception

Smadlytics may seek injunctive relief in court for:

- Intellectual property violations
- Security breaches

17. Compliance by Region

- **USA:** Follows FCC, FTC, state privacy regulations
- **Canada:** Complies with PIPEDA & local provincial laws
- **India:** Complies with DPDP Act 2023
- **Middle East:** Complies with UAE PDPL, KSA PDPL, Qatar DPL (based on deployment region)

Customers are responsible for informing drivers/employees about monitoring activities where required.

18. Consent

I hereby provide my consent to ROADSTAT and SMADLYTICS teams that:

- My contact info can be used to connect with me for service and support, sales and marketing purpose
- The payment terms I chose (monthly or annual) will be paid as per the service level chosen and time/frequency laid down
- I understand Roadstat uses a third party gateway for payment and my card details is not stored by Roadstat, the third party payment gateway can use my card to debit the required amount as per the level and service tier I had opted

19. Changes to Terms

Smadlytics may revise these Terms periodically. Continued use of Roadstat constitutes acceptance of updated Terms.

20. Contact Information

Smadlytics Inc.
501 Silverside Rd,
Wilmington, DE 19809, USA

info@smadlytics.ai

Notes:

** Pending Trademark and Patentability application

^ Service features as per level of subscription purchased and tier of service availability