Reseller Programme

Terms & Conditions — Rewire Security (REM Trading Ltd)

These Terms and Conditions (**'Agreement'**) govern the relationship between REM Trading Ltd, trading as Rewire Security (**'Rewire Security'**, **'we'**, **'us'**), and any individual or business entity (**'Partner'**, **'Reseller'**, **'you'**) accepted into the Rewire Security Reseller Programme. By participating in the Programme, you agree to be bound by this Agreement in full.

1. Appointment

1.1 Rewire Security grants the Partner a non-exclusive, non-transferable right to resell designated Rewire Security GPS tracking hardware and to register customers onto the GPSLive subscription platform ('the Programme').

1.2 Appointment as a Partner does not constitute or imply any form of employment, agency, joint venture, or partnership between the parties in law.

1.3 Rewire Security reserves the right to appoint other resellers or to sell directly in any territory without restriction.

2. Partner Obligations

2.1 The Partner shall promote and sell Rewire Security products accurately and professionally, and in accordance with all applicable laws and regulations.

2.2 The Partner shall not make any representations, warranties, or commitments on behalf of Rewire Security beyond those set out in official Rewire Security materials.

2.3 The Partner shall obtain and maintain all licences, consents, and permissions necessary to carry out their business activities.

2.4 The Partner shall not engage in any misleading, deceptive, or high-pressure sales practices when promoting Rewire Security products or services.

2.5 The Partner shall promptly inform Rewire Security of any customer complaints, legal claims, or regulatory enquiries relating to Rewire Security products.

3. Hardware Supply & Pricing

3.1 Hardware will be supplied to the Partner at the price agreed in writing at the time of each order. Rewire Security reserves the right to revise hardware pricing with reasonable notice.

3.2 Any hardware cost discount or reduction is subject to the specific terms of the Partner's individual arrangement with Rewire Security and is not guaranteed unless confirmed in writing.

3.3 Title to hardware passes to the Partner upon receipt of full payment. Risk passes on delivery.

3.4 The Partner is responsible for the safe storage, handling, and onward sale of all hardware supplied.

4. Installation

4.1 Where the Partner provides installation services, they do so as an independent operator. Rewire Security accepts no liability for any damage, loss, or claim arising from the Partner's installation activities.

4.2 Any installation income earned by the Partner is separate from and independent of Rewire Security's commission structure.

4.3 The Partner shall ensure that all installations comply with the manufacturer's instructions and any applicable vehicle or safety regulations.

5. Subscription Commission

5.1 Rewire Security will pay the Partner a recurring commission on active GPSLive subscriptions registered through the Partner's account, at the rate agreed in writing at the time of the Partner's appointment.

5.2 Commission is paid monthly in arrears, calculated on the number of active paying subscriptions at the end of the relevant calendar month.

5.3 Commission is only payable on subscriptions that remain active and in good standing. No commission is payable on accounts that are suspended, in arrears, or cancelled.

5.4 Rewire Security reserves the right to adjust commission rates on giving the Partner not less than 30 days' written notice. Rates confirmed in a signed Partner Agreement shall take precedence during any agreed fixed term.

5.5 All earnings figures provided in marketing materials, projections, or illustrative examples are estimates only and are not guaranteed. Actual income will depend on the Partner's sales volumes, customer retention, and the terms of their individual arrangement.

6. Marketplace Non-Competition

6.1 The Partner shall not, directly or indirectly, list, sell, or offer for sale any GPS tracking devices, GPS tracking subscriptions, or substantially similar products or services on any online marketplace or e-commerce platform, regardless of the country or territory in which such marketplace operates.

6.2 For the avoidance of doubt, this restriction applies to all online marketplaces and platforms including, but not limited to: Amazon (all regional storefronts), eBay (all regional storefronts), Temu, OnBuy, Walmart Marketplace, Etsy, Cdiscount, Allegro, ManoMano, Otto, and any other marketplace or platform on which third-party sellers may list products.

6.3 This restriction applies to the sale of any GPS tracking product or service, whether or not it is a Rewire Security product, a competing brand, or a product sold under the Partner's own label or brand.

6.4 The Partner shall not establish, operate, or assist any third party in establishing or operating a marketplace seller account for the purpose of selling GPS tracking products or services during the term of this Agreement and for a period of 12 months following its termination.

6.5 Rewire Security's own marketplace activity is wholly excluded from this clause. Nothing in this clause restricts Rewire Security's right to sell its products through any channel it chooses.

6.6 The Partner acknowledges that any breach of this clause would cause Rewire Security serious and immediate harm for which damages alone may not be an adequate remedy, and that Rewire Security shall be entitled to seek injunctive or other equitable relief in addition to any other remedy available at law.

7. Intellectual Property

7.1 Rewire Security grants the Partner a limited, non-exclusive, non-transferable licence to use Rewire Security's trademarks, logos, and marketing materials solely for the purpose of promoting the Programme.

7.2 The Partner shall not modify, adapt, or use Rewire Security's intellectual property in any way not expressly authorised by Rewire Security.

7.3 All intellectual property rights in Rewire Security products, software, and materials remain vested in Rewire Security or its licensors at all times.

8. Data Protection

8.1 Each party shall comply with all applicable data protection legislation, including (where applicable) the UK GDPR and the Data Protection Act 2018.

8.2 The Partner shall not use any customer data provided by or through Rewire Security for any purpose other than the performance of this Agreement.

8.3 The Partner shall implement appropriate technical and organisational measures to protect any personal data processed in connection with the Programme.

9. Confidentiality

9.1 Each party shall keep confidential all information received from the other party that is identified as confidential or that a reasonable person would consider to be confidential, including pricing, commission rates, and business processes.

9.2 This obligation shall survive termination of this Agreement for a period of two years.

10. Liability

10.1 Rewire Security shall not be liable to the Partner for any indirect, consequential, or special loss, including loss of profit or anticipated income, arising out of or in connection with this Agreement.

10.2 Rewire Security's total aggregate liability to the Partner under this Agreement shall not exceed the total commission paid to the Partner in the three months preceding the event giving rise to the claim.

10.3 Nothing in this Agreement limits either party's liability for death or personal injury caused by negligence, fraud, or any other liability that cannot be excluded by law.

11. Term & Termination

11.1 This Agreement commences on the date the Partner is accepted into the Programme and continues until terminated by either party.

11.2 Either party may terminate this Agreement by giving the other not less than 30 days' written notice.

11.3 Rewire Security may terminate this Agreement immediately on written notice if the Partner: (a) commits a material breach of this Agreement; (b) becomes insolvent or enters administration; or (c) engages in conduct that is likely to bring Rewire Security into disrepute.

11.4 On termination, the Partner shall immediately cease using Rewire Security's intellectual property and return or destroy any confidential materials. Commission accrued but unpaid at the date of termination will be settled in the next scheduled payment run.

12. General

12.1 This Agreement constitutes the entire agreement between the parties relating to its subject matter and supersedes all prior representations and agreements.

12.2 No variation of this Agreement shall be effective unless made in writing and signed by both parties.

12.3 If any provision of this Agreement is found to be unenforceable, the remaining provisions shall continue in full force and effect.

12.4 This Agreement shall be governed by and construed in accordance with the laws of England and Wales. Each party submits to the exclusive jurisdiction of the courts of England and Wales.

12.5 Rewire Security may update these Terms and Conditions from time to time. Partners will be notified of material changes and continued participation in the Programme following notice of any change constitutes acceptance of the updated terms.

Rewire Security is a trading name of REM Trading Ltd. Registered in England & Wales. Unit 3 Avon Valley Business Park, Bristol BS4 4EU. Tel: 0117 403 1760 | Email: info@rewiresecurity.co.uk

Last updated: June 2026