

Terms and Conditions

WE DO NOT GUARANTEE THAT YOU WILL BE SAFE AND SECURE BY USING THE SERVICE AND EQUIPMENT. YOUR USE OF THE SERVICE (INCLUDING THE WEBSITE AND THE MOBILE APPLICATION) IS SUBJECT AT ANY TIME TO THESE TERMS AND CONDITIONS. YOU MAY NOT USE THE SERVICE IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS, NOR IF YOU ARE UNDER THE LEGAL AGE OR OTHERWISE INCAPABLE OR UNABLE TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS.

PLEASE REMEMBER THAT WE ARE NOT REPRESENTING, WARRANTING OR IN ANY WAY SUGGESTING THAT THE SERVICES SHALL BE SEEN AS A REPLACEMENT OR SUPPLEMENT TO THE EMERGENCY SERVICES AND YOUR OWN SAFETY PRECAUTIONS.

This page (together with our website terms of use, acceptable use policy, privacy policy and any other documents referred to on it) tells you the terms and conditions on which we supply any of the products (Equipment) and services (Services) listed on our website pfo.tech.com (Website) to you. Please read these terms and conditions carefully and make sure that you understand them, before ordering any Equipment and Services from our Website. You should understand that by ordering any of our Equipment and Services, you agree to be bound by these terms and conditions.

You should print a copy of these terms and conditions for future reference. Please click on the button marked "I Accept" at the end of these terms and conditions if you accept them. Please understand that if you refuse to accept these terms and conditions, you will not be able to order any Equipment or Services from our Website.

Information about us

We are PFO Tech AB, a company registered in Sweden under company number 556819-7619 and with our registered office at PO Box 56005, SE-102 17 Stockholm, Sweden (We). Our VAT number is SE556819761901 and we are a limited company.

- The "Services Agreement" is about how you use our Services.
- The "Equipment Agreement" covers any Equipment we sell you or give you when you sign up for our Services.
- General legal terms and conditions that apply to both the Service Agreement and the Equipment Agreement are included in the "General Terms and Conditions".

All of these documents (together with the details of your application for our Equipment and Service) make up this Agreement and cover how we will supply our Equipment and Services.

1. Service Agreement

1.1 These are the terms and conditions on which we supply Services to you.

2. The Services we supply and what you can expect of us

2.1 The Service is not available everywhere. The service is only available where there is GSM coverage.

Not all Equipment will be able to receive the Service. We only agree to provide the Service to Equipment that is approved by us.

2.2 We do not represent or warrant that the Service is not fault-free, secure, uninterrupted or timely, that connections to cellular networks will not be dropped, coverage will not be lost, that transmission of data sessions shall occur at any particular speed, or that all traffic can or will be transmitted; a range of different geographic, atmospheric or other conditions or circumstances beyond our control can impair

it. For instance, coverage is affected by things like the thickness of the walls of the building you are in, proximity of base stations and GPS-satellites. It might also depend on how many people near you are trying to use the Service at the same time. You are entitled to the quality of service generally given by a competent GPS-tracking service provider, using its reasonable skill and care but due to the nature of the Service and our suppliers and partners we are not in a position to guarantee or offer any minimum service level.

2.3 The Service enables access to Content. You may only use Content in a way that does not infringe the Rights of others (Approved Use). You must not copy, store, modify, transmit, distribute, broadcast, or publish any part of any Content other than for an Approved Use.

2.4 We may vary Content, access to Content or the technical specification of the Service in a way that might affect the Content from time to time.

2.5 You are solely responsible for assessing the accuracy and completeness of Content and the value and integrity of goods and services offered by third parties over our Service. We will not be a party to, or in any way responsible for, any transaction for third party goods and services, unless we are negligent.

2.6 You must give us a current email address for billing purposes. You must keep this address and/or tell us immediately if there are any changes to it. You are responsible for making sure your email address works and you will be responsible for all consequences for errors in sending and receiving email (including our emails being directed to your “junk mail”), unless we are negligent. If you want to update the email address we have for you, please do this on our Website.

3. Term

3.1 This Agreement starts on the day your Equipment is dispatched and/or on the day you receive a confirmation email from us that you have subscribed to our Services at our Website.

3.2 At the end of any Minimum Period this Agreement will continue until you or we end it in line with paragraph 8.2 below.

4. Things we may have to do

4.1 Occasionally we may have to:

- A. change the name, code or number of your Equipment associated with the Service. This might be where we are asked to do so by a government or regulatory body or where we reasonably believe that the change will make your use of the Service better. We will give you reasonable notice before we make this type of change;
- B. temporarily suspend the Service (or any part of it) for operational reasons, in an emergency, or for reasons of security. This might be where we are asked to do so by a government or regulatory body; or
- C. bar certain Equipment from the Service on a temporary or permanent basis to prevent fraud, abuse of the Service or in circumstances where we are suffering or would suffer a direct loss.

5. Charges

5.1 Detailed charging information can be found on our Website.

5.2 We may increase or decrease our Charges from time to time. If we increase our Charges, we will let you know at least 30 days before the Charges are due to go up and you will have the rights explained in paragraphs 5.3 and 5.4. We will not increase your Monthly Subscription Charges more than once in any 12-month period.

5.3 You can end this Agreement without having to pay the Monthly Subscription Charges up to the end of any Minimum Period you have left, if:

- A. we increase your Monthly Subscription Charges by more than the Retail Price Index (RPI) annual inflation rate at the date we notify you of the applicable price increase; or
- B. we increase any of our Charges in such a way that would have increased your total bill for the immediately previous month by more than 10%.

5.4 If you want to end the Agreement because of one of the circumstances in paragraph 5.3 you must give us Notice that you want to within 30 days of when we tell you about the relevant price increase(s). If you do not give us Notice within 30 days, you accept the new Charges and the Agreement will continue with the new Charges.

5.5 Paragraphs 5.2, 5.3 and 5.4 will not apply where the increase or change is as a result of a requirement by a government or competent regulatory body. This includes any increase in the rate of VAT, the imposition of a new tax or the extension of an existing tax that has not previously applied.

5.6 You must pay your monthly bill by the date stated on your bill. For any overdue payments we may charge interest at 8% per annum above the base-lending rate of Lloyds Bank Plc. That interest will be calculated from the due date until the date of payment and on a daily basis. We reserve the right to make a charge for our reasonable administration costs which result from late or non-payment of Charges.

5.7 You are liable for all Charges incurred under this Agreement whether by you or anyone else using your Equipment (with or without your knowledge). You must pay the Charges to us or anyone else we ask you to pay on our behalf.

5.8 We require you to pay your Charges by credit card or debit card (MasterCard, VISA, PayPal or American Express) unless we tell you otherwise. An additional Charge may apply if you do not pay by direct debit. We will let you know if that is the case. If you are paying by credit or debit card you authorise the payment card company to give us and, on a strictly confidential basis, to our sub-contractors and/or agents, details about your payment card account if it is necessary in connection with the Agreement. You also authorise them to let us know if your payment account is terminated or suspended at any time.

5.9 We may require a deposit before we will give you access to the Service or before we will continue to provide the Service to you. We may hold this deposit until you have paid all sums that you owe us under this Agreement. If you owe us money, we may use the deposit to settle or part-settle what you owe us. We will refund any deposit we are still holding (if you ask) on termination of this Agreement or, if we choose to, after three months of continuous on-time bill payments. We will not pay any interest on any deposit we hold.

6. Your obligations

6.1 You must use the Equipment and the Service in the way described in any User Guides, or other instructions issued by us and in a responsible manner for your own personal use. You must use suitable Equipment or equipment for the Services you are trying to use.

6.2 You agree:

to give us any information we reasonably ask for in relation to this Agreement and that any information you give us is factually correct;

- A. to take adequate steps to avoid damage to the Equipment or unauthorised use or theft of the Equipment;
- B. that we sometimes may need to send security information to your Equipment by text message or to allow access to some security features directly from your Equipment and that you need

to make sure that nobody else can use your Equipment to access this kind of security information;

- C. to tell customer service as soon as possible by telephone or email (support@pfotech.com) if the Equipment are lost, stolen, damaged or destroyed or likely to be used in an unauthorised manner;
- D. to cooperate with us in our reasonable security checks.

6.3 You must not use or permit anyone else to use the Service:

- A. fraudulently, in connection with a criminal offence, in breach of any law or statutory duty;
- B. to make a call or send a message or to take pictures or video or send, upload, download, use or re-use any material, which is offensive, abusive, indecent, defamatory, obscene or menacing, a nuisance (including to our staff) or a hoax in breach of any Rights or anyone's privacy or is otherwise unlawful;
- C. to cause annoyance, inconvenience or needless anxiety, as set out in the Communications Act 2003;
- D. to persistently send automated unsolicited communications.

6.4 You must tell us immediately by contacting our data controller if anyone makes or threatens to make any claim or issues legal proceedings against you relating to your use of the Service or the Content and you will, at our request, immediately stop the act or acts complained about. If we ask you to, you must confirm the details of the claim(s) in writing.

6.5 You agree that you are taking the Equipment and the Service solely for your own use. You must not re-sell or otherwise act as a distributor of the Equipment or the Services.

6.6 You agree to update us immediately if your contact details (and/or any other details about you that you have provided to us) change.

7. Bar or disconnect your Equipment

7.1 We can, at our discretion and without notice, bar your Equipment sending messages or accessing data and/or disconnect it from the Network:

- A. if any of the circumstances in paragraphs 6.3, 6.5 or 8.1 apply to you;
- B. if the Equipment is lost or stolen or if we reasonably believe there is fraudulent use of a payment card or your Equipment;
- C. If you do anything (or permit anyone else to do anything) which we reasonably think adversely impacts the Service to our other customers or may adversely affect our Network.

7.2 You may have to pay an unbarring charge and, if relevant, a reconnection charge if the Service is temporarily barred and/or your Equipment is disconnected from the Network for the reasons stated above. As a condition of unbarring or reconnecting your Service we may require that you set up a direct debit authority for the payment of any future Charges.

7.3 If we bar your Service because you break this Agreement, the Agreement will still continue. You must pay all Charges until the Agreement is correctly ended under paragraph 8.

8. Ending the Agreement

8.1 As well as any other rights we have, we can end the Agreement at any time, with immediate effect if:

- A. you do not pay Charges when they are due. This includes any deposit we have asked for;
- B. you break this Agreement in any other material way and you do not correct the situation within 7 days of us asking you to;

- C. we reasonably believe that the Service is being used in a way forbidden by paragraphs 6.3 or 6.5 even if you do not know that the Service is being used in such a way;
- D. you are in breach of paragraphs 6.2(a)-(d) of this Agreement;
- E. we reasonably believe that you are infringing or have infringed our Rights or the Rights of a third party;
- F. you are the subject of a bankruptcy order, or become insolvent, or make any arrangement with or for the benefit of creditors; or
- G. you refuse to return or unreasonably delay in returning any payment, refund or credit that has been made to you in error or for the incorrect amount.

8.2 This Agreement can be ended by either you or by us giving at least 30 days' Notice (in line with paragraph 19). You must pay us any outstanding Charges incurred during the Agreement.

8.3 If this Agreement is ended during any Minimum Period, you must pay us a fee of no more than each of the Monthly Subscription Charges up to the end of that Minimum Period. If you pay us the fee of no more than each of the Monthly Subscription Charges up to the end of that Minimum Period in a single payment, we may reduce the amount due by a rate determined by us. This does not apply if you end the Agreement for one of the reasons in paragraph 8.4 below.

8.4 You can end this Agreement by giving us Notice (in line with paragraph 19) if:

- A. we break this Agreement in any material way and we do not correct the breach within 7 days of receiving your written request;
- B. we go into liquidation or a receiver or administrator is appointed over our assets;
- C. we increase our Charges in a way that would allow you to end the Agreement under paragraph 5.3 and/or 5.4; or
- D. we change the terms of this Agreement to your significant disadvantage.

9. Your right to change your mind

9.1 Unless we have said otherwise and if you purchased your Service directly from us (rather than one of our distributors), you can cancel this Service Agreement up to 14 days after the date on which you receive your confirmation email from us confirming you activation of the Service ("Change-Your-Mind Period"). This is in addition to any statutory rights you may have. It applies as long as you give us notice within this 14-day period either by returning your Equipment or by calling customer service.

9.2 You must return any Equipment that we supplied or sold you as part of this Agreement, undamaged, with proof of purchase, in the original packaging and complete with all the original parts, within the Change-Your-Mind Period. You must return it either to one of our representatives or through the methods described in our policies. Check our Website or call customer service for details of our repair and returns policy.

9.3 You can use the Service during the Change-Your-Mind Period, but you will have to pay for the cost of any Charges incurred (including a daily rate to cover your Monthly Subscription Charges for the appropriate number of days you have the Service).

9.4 If you cancel this Service Agreement during your Change-Your-Mind Period, any Equipment Agreement that you agreed to at the same time for the supply of any Equipment will also be cancelled. We will bear the reasonable postage costs of returning the Equipment with all original parts and the original packaging as long as you follow our policies. We may charge you the reasonable costs that we incur in collecting it, which may be substantial. You must make the Equipment available for collection on our request. If you paid any money for the Equipment, we will refund that money to you when we get the Equipment back from you in satisfactory condition, less any charges.

9.5 Nothing in paragraph 9 affects your statutory rights.

10. Equipment Agreement

10.1 These are the terms and conditions on which we (rather than one of our distributors) supply Equipment to you.

11. Your Equipment

11.1 Although we agree to sell you Equipment on an “equipment only” basis, we are supplying it to you on the recommendation that you enter into the Services Agreement meaning that you receive the Services for a Minimum Period. If you cancel the Services Agreement under paragraph 9, this Equipment Agreement will not be cancelled. For avoidance of doubt, you are not allowed to enter into the Service Agreement without buying the Equipment.

11.2 Any Equipment that we deliver to you or that you collect, is your responsibility once it is collected or delivered to you. Once you have collected or received it, you own the Equipment.

11.3 If you bought your Equipment directly from us and it is defective, not in accordance with any description given to you by us, not reasonably fit for purpose or it develops a fault, you will be able to return it for repair and, if appropriate, replacement or refund if you follow our repair and returns policy. Please look on our Website or contact customer service for details. You should call us as soon as possible if any of the circumstances above apply to you to make sure that you are able to exercise any rights you have. This does not affect your statutory rights.

12. Your right to change your mind

12.1 Unless we have said otherwise, if you purchased your Equipment directly from us (rather than one of our distributors), you may return your Equipment to us once for a replacement or cancel this Agreement up to 14 days after the date on which you receive your Equipment (the “Change-Your-Mind Period”). This is in addition to any statutory rights you may have. You must return it either to one of our representatives or through the methods described in our policies. Check our Website or call customer service for details of our repair and returns policy.

12.2 We will bear the reasonable postage costs of returning the Equipment with original parts and the original packaging, as long as you follow our policies, otherwise you must bear the cost of returning the Equipment to us. Check our Website or call customer service for details of our repair and returns policy. We may charge you the reasonable costs that we incur in collecting it, which may be substantial. You must make the Equipment available for collection on our request. If you paid any money for the Equipment, we will refund that money to you when we get the Equipment back from you, less any charges.

12.3 If you cancel your purchase of Equipment, you may still be liable to us for the Charges under your Service Agreement for the duration of any Minimum Period.

12.4 Nothing in paragraph 12 affects your statutory rights.

13. General Terms and Conditions

13.1 These General terms and conditions are part of the Services Agreement and/or Equipment Agreement that you have agreed to.

14. Limitation of Liability

14.1 We have no liability other than the duty to exercise the reasonable skill and care of a competent GPS-tracking service provider and retailer. We do not accept liability for indirect or consequential loss, or any loss of profits, business, costs, expenses (unless those losses were reasonably foreseeable by both us and you when this Agreement was formed), or any other form of economic loss.

14.2 You agree we have no responsibility for the deletion, loss or corruption of any Content transmitted or maintained by the Network, unless we are negligent.

14.3 Nothing in this Agreement excludes or restricts the liability of either you or us for:

- A. death or personal injury resulting from negligence; or
- B. fraud or fraudulent misrepresentation.

14.4 If we are found to be liable to you our liability will not exceed €200 (except in either case under the paragraph immediately above).

14.5 Nothing in this Agreement will exclude or restrict the liability of either you or us for any liability that cannot be excluded or restricted by law.

14.6 Each of these paragraphs operates separately. If any of them is found by a Court to be unreasonable or inapplicable the other parts will still apply.

15. Loss or Damage to your Equipment

15.1 If your Equipment is lost, stolen, damaged or destroyed you will be responsible for any Charges incurred until you have contacted us to tell us what has happened.

15.2 You will be required to continue payments for the Charges relating to the Services Agreement even if your Equipment is stolen. This Agreement will continue until you or we end it in line with paragraph 8.

16. Force majeure

16.1 Except for the obligations under paragraphs 5, 6, 7, 12.1, and 12.2 if either of us cannot do what we have promised because of something beyond our reasonable control (such as lightning, floods, exceptionally severe weather, fire, explosions, epidemics, war, civil disorder, industrial disputes, acts of terrorism, acts or omissions of others for whom we are not responsible (including other GPS-tracking device operators), acts of local or central Government or other competent authorities), neither of us will be liable for this.

17. Assignment

17.1 You cannot assign or transfer your rights under this Agreement to anyone else unless we agree in writing.

17.2 We can assign or transfer our rights and obligations under this Agreement or any part of it, on the same terms, to any third party.

18. Notices

18.1 If you want to end the Agreement for any of the reasons described in paragraph 8.2 or 8.4, you must call customer service and give us 30 days' notice ("Notice").

18.2 Any other type of notice related to this Agreement must be in writing and delivered by email, by hand or sent by pre-paid post, to us at the address on your bill, or to you at the most recent address you have given us.

18.3 References in this Agreement to "in writing" include email.

19. Changes to the Agreement

19.1 We can make reasonable changes to this Agreement at any time. All changes will be posted on our Website. Please check regularly for updates.

19.2 If we change the terms and conditions of this Agreement to your significant disadvantage (in our reasonable opinion) we will give you 30 days' notice in writing before the changes take place. We will notify you as detailed in paragraph 18 above or we may notify you by text (SMS) and/or by email.

20. How we use your information

20.1 You agree that we can search the files of credit reference agencies and that they may keep a record of that search. We can also carry out identity and antifraud checks with fraud prevention agencies. We and other organisations can access and use the information recorded by fraud prevention agencies from other countries. If you give us false or inaccurate information and we identify or suspect fraud, we will record this. Details of how you conduct your account may also be disclosed to those agencies, law enforcement agencies and other telecommunications companies. The information may be used by us and other parties in assessing applications for and making decisions about credit, credit related services or other facilities and insurance (including motor, household credit, life and other insurances and claims) from you and members of your household and for debt tracing, debt recovery, credit management and crime, fraud and money laundering detection and prevention. Information may be used by us and other parties for checking your identity, checking details of job applicants and employees, statistical analysis about credit, insurance, fraud and to manage your account and insurance policies. We may also perform subsequent searches for the purpose of risk assessment, debt collection and fraud prevention with one or more credit reference agencies and/or fraud prevention agencies while this Agreement is ongoing.

20.2 For the purposes of this application you declare that you are financially independent and you request that your application be assessed without reference to any "associated" records, although you recognise that this may adversely affect the outcome of your application. You authorise us to check the validity of this declaration with credit reference agencies and if we discover any associated records, which would affect the accuracy of this declaration we may decide not to proceed with the application on this basis.

20.3 You authorise us to use and disclose information about you, your use of the Service including, but not limited to data and other communications made and received by you and the date, duration, time and cost of such data or communication, how you conduct your account and the location of your Equipment for the purposes of operating your account and providing you with the Service, for credit control purposes, fraud and crime detection and prevention and the investigation and prevention of civil offences or as required for reasons of national security or under law to our associated companies, partners or agents, any telecommunications company, debt collection agency or credit reference agency and fraud prevention agency or government agency and other users of these agencies who may use this information for the same purpose as us. You can get more details from our public registration held by the Information Commissioner. If you want details of the credit reference or the fraud prevention agencies from whom we get, and with whom we record, information about you or you want to receive a copy of the information we hold about you (we will charge a fee), please write to the Data Controller at PFO AB, PO Box 56005, SE-102 17 Stockholm, Sweden. You will need to tell us your full name, address and account details.

20.4 You also agree to the information described in paragraph 20.3 being used, analysed and assessed by us and the other parties identified in paragraph 20.3 and selected third parties for marketing purposes including amongst other things to identify and offer you by phone, post, the Network, email, text (SMS), media messaging, automated dialling equipment or other means, any further products, services and offers which we think might interest you. If you do not want your details to be used for marketing purposes, please write to us c/o the Data Controller, PFO AB, PO Box 56005, SE-102 17 Stockholm, Sweden. You will need to tell us your full name, address and account details. For details on how we use your information please refer to our Privacy Policy on our Website.

20.5 Some Services or services provided by third parties may require the disclosure of information about the location of your Equipment. If you do not wish this to be disclosed please contact us. Please note we may pass information about the location of your Equipment to emergency services.

21. General

21.1 If either you or we choose not to, or delay in, enforcing any right or remedy under this Agreement this will not be a waiver of those rights or remedies. If you break this Agreement, and we choose to overlook it, we can still end this Agreement if you break it again and vice versa.

21.2 We take appropriate security measures to protect against unauthorized access, alteration, disclosure or destruction of data. These include internal reviews of our data collection, storage and processing practices and security measures, including appropriate encryption and physical security measures to guard against unauthorized access to systems where we store personal data. When you delete personal data, it is deleted from our servers in an appropriate manner. However, you understand that removed data may persist in backup copies for a reasonable period of time, but will not be available to others unless so requested by law, as this may be used as evidence in a court of law.

21.3 If you order Equipment or subscribe to our Service from our Website for delivery or and/or performance outside the country from where we send/provide the Equipment or Service, they may be subject to import duties and taxes which are levied when the delivery reaches the specified destination. You will be responsible for payment of any such import duties and taxes. Please note that we have no control over these charges and cannot predict their amount. Please contact your local customs office for further information before placing your order.

21.4 Please also note that you must comply with all applicable laws and regulations of the country for which the products are destined. We will not be liable for any breach by you of any such laws.

21.5 If you tell us that your Equipment has been lost or stolen we have the right to prevent it from being used on the Network. We may also tell other network operators the Equipment identity. They may choose to prevent the Equipment from being used on their networks too.

21.6 Each of the paragraphs of the Agreement operates separately. If any of them are found by a Court to be unreasonable or inapplicable the others will still apply.

21.7 Third parties cannot benefit from this Agreement under The Contracts (Rights of Third Parties) Act 1999.

21.8 This Agreement is governed by English law and is subject to the exclusive jurisdiction of the English courts, which both you and we submit to.

22. The Definitions

22.1 In this Agreement (including these General Terms and Conditions):

“Agreement” means this agreement (which includes the Services Agreement, the Equipment Agreement (if relevant), the General Terms and Conditions, our Privacy Policy and any other relevant terms specified on our Website). It also includes the details of your application for our Service;

“Approved Use” means use of Content in a way that does not infringe the Rights of others;

“Charges” means such charges for the Services and the Equipment as shown from time to time on our Website;

“Communications” means calls, texts, data and other communications;

“Content” means textual, visual or other information, software, photos, video, graphics, music, sound and other material appearing on or available through the Service including all information supplied by third party content providers from time to time;

“Equipment” means the Equipment we supply to you under the Equipment Agreement;

“Minimum Period” means the minimum period for the Service selected by you and on which your Charges are based. This runs from the day on which the Service is first supplied (or from the day on which you take an upgrade) and may be 12, 18 or 24 months depending on the tariff that you sign up for;

“Monthly Subscription Charges” means the fixed amount you pay on a monthly basis for the Services but does not include any Charges for any use outside any inclusive allowances that come with your tariff;

“Network” means the mobile telecommunication system run by us through a third party provider and which we have a licence to use;

“Notice” means a call to customer service to give us 30 days’ notice that you want to terminate this Agreement;

“Rights” means copyright, trademark and other relevant proprietary and intellectual property rights relating to Content;

“Service(s)” means the basic service that we provide to you under this Agreement. It includes any or all (as the case may be) of the following services: airtime service enabling access to the Network (allowing the Equipment to be tracked by GPS).

“User Guide” means any guide(s) or documentation supplied with your Equipment either by us or by the Equipment’s manufacturer that explains how to use the Service with your Equipment;

“Website” means our website at www.pfotech.com;

“we”, “us”, or “our” means PFO Tech AB, a company registered in Sweden under company number 556819-7619 and with our registered office at PO Box 56005, SE-102 17 Stockholm, Sweden and our VAT number is SE556819761901; and

“you” means you, the customer who this Agreement is made with and includes any person that we reasonable believe is acting with your authority.