



TrackSim – Terms of Service

0. Software usage

All software provided by TrackSim is owned and copyright protected by Omnibyte Technologies Limited. You may not decompile, reverse-engineer, disassemble, debug or otherwise attempt to derive the source code of our software without written permission of Omnibyte Technologies Limited. The usage of our API functionality is a privilege not a right and may be revoked at any time under the discretion of Omnibyte Technologies Limited.

1. Basics

1.1 Definitions:

When we say, "we", "us", "company", "Omnibyte", "TrackSim" we are referring to Omnibyte Technologies Limited. When we say, "you", "driver" or "member", we are referring to the user of our services. "All in one drivers hub solution" is defined as a managed SaaS service (free or paid) that generates and maintains Drivers Hubs for VTCs using a same / similar code base, whose service runs on and data stores on the server of the service provider.

1.2 Changes:

If there are any changes to this policy, they will be posted here and will be effective on the date on which they are posted.

1.3 Questions:

If you have questions regarding this privacy policy or wish to delete your account data, please contact gdpr@omnibyte.tech.

2. EULA

2.1 Information

This part of the policy covers the downloadable components of the software.

2.2 Copyright

Copyright 2023- by Omnibyte Technologies Limited

2.3 End User License Agreement

The copy of TrackSim and documentation is licensed and not sold. The software is protected by copyright laws and treaties as well as laws and treaties related to other forms of intellectual property. Omnibyte Technologies Limited owns the intellectual property rights to the software project. You (as the licensee) agree that when you download or use this software product, you are subject to these rights and all the terms and conditions of this End User License Agreement. THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON INFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.



2.4 Restrictions to use

You agree that you may not redistribute this software on any other websites that are not official mirror links. The official mirror link is found at <https://tracksim.app/download>. You are also prohibited from using this software for promotion or advertising of other products without the permission of Omnibyte Technologies Limited.

3. Our API and Websocket server

When we refer to our API, we refer to api.tracksim.app. When we refer to our Websocket server, we refer to wss://gateway.tracksim.app.

3.1 Access

Access to our API is provided when a company is created within our company. Our API is only provided to customers which purchased and/or created their company on the official TrackSim Website. We do not give access API access via companies created via our 3rd party partners. Omnibyte Technologies has the right to revoke the API access to a company who misuse the system. No refunds will be provided for these companies and access will be removed.

3.2 Security Vulnerabilities & Bugs

If you find a security vulnerability in any of our systems or software, you may report them by emailing support@tracksim.app. We do not offer a bug bounty for these reports. Please do not try testing these security vulnerabilities, report it and we will test it in a safe environment. If a security vulnerability is found and not reported and you are found to have used it, it will be treated as a security incident and reported to the appropriate authorities.

3.3 Commercial Use

When you create a company on TrackSim, you agree that your company can only be used for personal use. Commercial usage is strictly prohibited thus you cannot use one company to handle multiple companies.

All in one drivers hub solution like CHub, VTLog and TrucksBook cannot use one TrackSim company to track all their different companies' jobs without written approval from Omnibyte Technologies Limited. TrackSim has the right to ban a company from using TrackSim services and cancel the subscriptions with no refunds provided if they are found to be doing this.

Reselling TrackSim plans are not permitted unless you have written approval from Omnibyte Technologies Limited.

4. Subscriptions

By creating a subscription with TrackSim, you agree for us to charge your credit or debit card monthly on the renewal date until you cancel. We do not provide free trials but offer a free tier for testing purposes.

You agree to the following information when upgrading or downgrading your account. This information can be found here:

https://docs.tracksim.app/docs/billing/upgrade_downgrade.

TrackSim does not provide refunds unless a mistake payment (e.g. double payment) has been made.

Disputed payments or chargebacks will result in a ban from using TrackSim or/and Omnibyte Technologies services and access to your data revoked if the reason for the chargeback was not in line with this policy.

If you have any issues, please contact us at billing@omnibyte.tech. We are here to help you.

You can cancel your subscription at any time. If agree that if there are any missed payments on your account for longer than one week then your account will be disabled, and your jobs will stop logging until the missed payments have been paid and the subscription. TrackSim cannot recover any jobs logged during this period before the subscription is restarted.

If you have any billing issues, please contact billing@omnibyte.tech with your Company ID and your issue from the billing owner email address. For security issues, we cannot discuss details regarding billing without email verification.

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