

TERMS AND CONDITIONS

1.0 SERVICES

- 1.1 This Agreement sets out the terms and conditions of Your CarCom[®] subscription and of the supply and installation of the CarCom IVU. You should read this Agreement carefully and sign in the place marked at the end of this Agreement to indicate Your acceptance of these terms and conditions.
- 1.2 In this Agreement:
- "We", "Our" and "Us" means Intelematics Australia Pty Ltd trading as CarCom and any other service providers who supply You with some or all of the CarCom Services; and
 - "You" and "Your" means the purchaser of the CarCom Services.
 - "CarCom Services" mean the services set out in Your CarCom User Guide and the CarCom website www.carcom.com.au (collectively called CarCom Services);
 - "Cancellation Fee" means a fee charged by Us when You cancel and request a refund within 48 hours of the proposed installation date;
 - "Genuine Event" means an incident for which a report has been made to the Police or an event deemed as genuine by Us;
 - "IVU" means the In-Vehicle Unit comprising various components which are installed in Your vehicle and through which the Services are supplied;
 - "Security Firm" means a security firm or firms used by Us in providing CarCom Services;
 - "Subscription Fee" means the fee paid or payable by You to Us for the provision of the CarCom Services for a Subscription Period;
 - "Subscription Period" means any period for which You have paid or must pay a Subscription Fee and commences from date of installation of CarCom Services;
 - "Term" means the period for which You subscribe to and provide payment for CarCom Services.
 - "Warranty Period" means the twelve (12) month period following the initial purchase of CarCom Services.
 - "Extended Warranty" refers to any additional twelve (12) month Warranty Period purchased by You.
 - "Service Area" means the area covered by the mobile phone network used to provide the CarCom Services.
- 1.3 CarCom Services are provided to You and to the vehicle in which Your IVU is installed.
- 1.4 You may not transfer Your rights or obligations under this Agreement without first obtaining our written consent.
- 1.4 CarCom Services are provided to You nationally on a 24 hour basis subject to clause 7.
- 1.5 This Agreement is subject to the laws of the State of Victoria.

2.0 IN-VEHICLE UNIT

- 2.1 An IVU is required in order to supply the CarCom Services.
- We will supply and install an IVU at the commencement of Your Subscription Period.
 - You agree to make Your vehicle available to a CarCom accredited installer, for the installation and testing of Your IVU.
 - You authorise Us to make the necessary modifications to Your vehicle and its existing security system to install the IVU and interface it to Your vehicle.
 - In the event the CarCom accredited installer is unable to fit an IVU to Your vehicle, We will advise You and refund any amounts You have paid.
 - You are responsible for the proper care and maintenance of Your IVU. Maintenance, if required, must be undertaken by a CarCom accredited installer.
 - You agree not to remove, modify, disconnect, open the housing, or otherwise tamper with the IVU during the term of this Agreement.
 - Except as required by Law, You are responsible for any additional costs including testing, removal, repair, or reinstallation of the IVU (including the replacement or repair of the back-up battery installed with the CarCom IVU) outside the Warranty Period set out in the Warranty.
 - The IVU may contain a Subscriber Identity Module (SIM) card. The SIM card remains Our property (or that of Our suppliers) and may not be used for any other purpose. You obtain no right to any associated telephone numbers.
- 2.2 During any twelve (12) month Warranty Period, should Your IVU require repair and/or replacement (including the replacement or repair of the back-up battery installed with the CarCom IVU) We will pay for the associated labour costs and any associated IVU replacement costs. Any costs not associated with the removal or reinstallation of a faulty or replacement IVU will be payable by You.

3.0 PASSWORD

- 3.1 A security Password is required in order to access certain CarCom Services:
- Your Password will be agreed between You and Us.
 - You must quote Your Password to be provided with certain CarCom Services.
 - You are responsible for keeping Your Password strictly confidential and in a secure place.
 - If You are unable to provide Your Password We may decline to provide certain CarCom Services.

4.0 YOUR CONTACT NUMBERS

- 4.1 As part of the provision of the CarCom Services You must provide Us with Your contact details and We will keep these on record so that We can contact You.
- 4.2 You must ensure that the contact details We have on record for You are current. If they are not, You must notify Us immediately of any changes or We may not be able to contact You.

5.0 DAMAGE TO YOUR VEHICLE

- 5.1 Any accident or damage to Your vehicle may affect the operation of the IVU and Our ability to provide You with CarCom Services.
- 5.2 If Your vehicle is involved in an accident, You are advised to have the IVU tested by an installer approved by Us. There may be a fee for this service for which You will be responsible.
- 5.3 Our obligation to provide the CarCom Services ceases immediately Your vehicle is damaged or involved in an accident of any kind.

6.0 VOICE RECORDING

- 6.1 The recording of all communications between You and Us in relation to the provision of CarCom Services is a feature of, and forms part of, the CarCom Services.
- 6.2 You consent to the recording of all communications between You and Us in relation to the provision of CarCom Services.

7.0 LIMITS OF OPERATION

- 7.1 Despite any other term of this Agreement, You acknowledge that there are limits to the CarCom Services and the CarCom System including that:
- the CarCom Services are dependent on, the Global System for Mobile communications (GSM) network of Our carrier and are subject to the limitations of that network and technology;
 - the CarCom Services, and the CarCom System are dependent on the Global Positioning System location finding technology and are subject to the limitations of that technology;
 - the CarCom Services are dependant on the operation of the CarCom Telematics Services Hub, and are subject to the limitations of that technology;
 - Radio frequency systems including GSM and GPS are subject to limitations on coverage area, faults, interference, potential jamming, faults and other interruptions of service;
 - the CarCom Services depend on the precision, reliability and currency of the maps in use by Us;
 - for the IVU to function properly, the battery in Your vehicle must be in good working order, Your vehicle alarm system must operate without any defect or malfunction and Your vehicle and the IVU must not have been tampered with or damaged or involved in an accident.

8.0 LIMITATION OF LIABILITY

- 8.1 Except as otherwise provided by law, We will not be liable for any death, injury, loss, damage, cost, expense, fine, penalty or claim incurred or suffered by You or any other person in connection with or arising in any way out of:
- this Agreement;
 - Our performance of this Agreement;
 - the IVU;
 - the supply of or any failure or delay by Us in providing the CarCom Services (or any one or more of them);
 - any use by You or any other person of the CarCom Services (or any one or more of them);
 - any technology or equipment failure or failure of any software used in providing any of the CarCom Services;
 - any acts or omissions of the Police, Security Firm, or any other person in connection with the CarCom Services; or
 - events or circumstances beyond Our reasonable control including, but not limited to: act of God, war, sabotage, riot, insurrection, civil commotion, national emergency (whether in fact or law), martial law, fire, lightning, flood, cyclone, earthquake, landslide, storm or other adverse weather conditions, explosion, power shortage, strike, or other labour difficulty (whether or not involving employees of the party concerned), epidemic, quarantine, radiation or radioactive contamination or act of terrorism;
 - action or inaction of any government or other competent authority (including any Court of competent jurisdiction), including expropriation, restraint, prohibition, intervention, requisition, requirement, direction or embargo by legislation, regulation, decree or other legally enforceable order; and
 - failures in telecommunications, satellite and global positioning systems (including loss of coverage in any or all of the Service Area).
- 8.2 Except as otherwise provided by law, Our liability is limited to:
- in the case of the IVU, or any other equipment - the repair or replacement (at Our option) of the equipment; or
 - in the case of the CarCom Services or any other services - the current Subscription Fee or providing or paying for the cost of providing the service again (at Our option).
- 8.3 Nothing in this clause, or this Agreement, will exclude, restrict or modify any condition, Warranty, right or liability implied in this Agreement or protected by law where to do so would render this clause 8.3, or any other clause in this Agreement, void.

9.0 PROVISION OF SERVICES

- 9.1 CarCom Services will only be provided following the completion and signing of a CarCom Customer Services Agreement.
- 9.2 CarCom Services will only be provided and binding if issued on a CarCom Customer Services Agreement.
- 9.3 CarCom Services entitlement commences from date of signature of the CarCom Customer Services Agreement.

10.0 SUSPENSION OR WITHDRAWAL OF SERVICES

- 10.1 We may, at Our sole discretion without notice, at any time suspend or withdraw the CarCom Services if:
- a technical failure affects the provision of the CarCom Services, including a technical failure of the Global Positioning System or the Global System for Mobile communication;
 - any modifications, repairs or maintenance are being carried out to the CarCom System;
 - changes to the CarCom Services or the CarCom System are required by any governmental or regulatory authority;
 - it is reasonably likely that Your act or omission will impair or adversely affect the quality of the CarCom Services or the CarCom System; or
 - there is an emergency.
- 10.2 Except as otherwise provided by law, We are not liable for any damage, losses, costs or expenses incurred by You, arising from the suspension of or withdrawal of the CarCom Services.

11.0 TRANSFERABILITY OF SERVICES

- 11.1 You may not transfer your rights or obligations under this Agreement without first obtaining CarCom's written consent. Upon sale of Your vehicle:
- This Agreement between You and CarCom will continue until You notify CarCom in writing;
 - You may transfer any remaining Term of this Agreement to the purchaser of Your vehicle and provide notice to CarCom of this transfer;
 - The purchaser must complete and execute a copy of this Agreement and agree to abide by its terms at which time a new Agreement between CarCom and that purchaser will be formed;
 - You will remain liable for all use of the CarCom Services until a new Agreement is formed between CarCom and the purchaser at which time this Agreement will automatically terminate;
 - CarCom services may not otherwise be sold or transferred by You.

12.0 CANCELLATION OF SERVICES

- 12.1 If You are in default of any payments or choose to terminate this Agreement, no entitlement to refund of fees will be payable by Us. A \$30 + GST administration fee applies payable by You.

13.0 RESPONSE PROCEDURES

- 13.1 Where You activate the personal duress or roadside request buttons to create an alarm condition We will notify the Emergency Services as appropriate. We are not responsible for the response or performance of the Emergency Services.
- 13.2 If You activate the system creating an alarm condition by way of hoax, or if such an activation was wholly unnecessary, You will be liable for any costs or expenses of any third party as a result of such an activation.
- 13.3 You appoint Us (and any of Our authorised representatives) as Your duly appointed Attorney to notify and confirm to the Emergency Services, following an alarm condition, that the vehicle has been stolen or that the security of the vehicle has been breached or that medical or fire services are required.

14.0 PRICING AND PAYMENT

- 14.1 The prices quoted by Us for CarCom Products and Services are as quoted and amended from time to time. The validity of any quotation is 10 days unless otherwise specified.
- 14.2 Where You pay for CarCom Products and/or Services by continuing credit card installment payments, You acknowledge that We are authorised to deduct all due payments to Us on the dates on which they are to be paid.
- 14.3 Where You make any payments to CarCom by way of credit card installment, You must immediately notify Us of the loss or theft of the particular credit card.
- 14.4 If You wish to stop any credit card installment payments to Us, You must notify Us in writing of such a decision.
- 14.5 Payments for the subscription may be processed by Intelematics Australia Pty Ltd ACN 084 882 584.
- 14.6 Payment for all CarCom Products and Services is due immediately unless otherwise notified by Us.
- 14.7 Subject to clause 10, the CarCom Services will be provided indefinitely, with the exception that We reserve the right to withdraw the CarCom Services, providing You twelve (12) months notice after the initial term.

15.0 TERM

- 15.1 The CarCom Services will be provided for an initial term of twelve (12) months from the commencement of the Subscription Period.
- 15.2 If You breach this Agreement or fail to pay the Subscription Fee, We will be under no obligation to provide CarCom Services to You and We will be entitled to immediately terminate this Agreement.
- 15.3 We will be entitled to immediately cancel the provision of CarCom Services and terminate this Agreement if:
- in Our reasonable opinion, the IVU fails to operate properly;
 - You install any security device or other equipment in Your vehicle which in Our reasonable opinion interferes with the operation of the IVU; or
 - We are no longer able to provide the CarCom Services to You.
- 15.4 The IVU is installed or maintained by an installer not accredited by Us.
- 15.5 In the event that We terminate this Agreement under clause 10.2, We shall refund to You the balance of the current Subscription Fee pro-rated.
- 15.2 If You terminate this Agreement under clause 12, We shall not be under any obligation to refund to You the balance of the current Subscription Fee.

16.0 NO WAIVER

- 16.1 A single or partial exercise or waiver of a right relating to this Agreement does not prevent any other exercise of that right or the exercise of any other right.

17.0 ACKNOWLEDGEMENT

- 17.1 You acknowledge and agree that no other person may use the IVU or be provided with the CarCom Services unless they consent to be bound by this Agreement.

18.0 SPECIAL PROVISIONS

- 18.1 We may make changes to the CarCom Services or add further services, or make changes to the function or features of the CarCom System or add further functions or features, with or without additional fees, by notice to You during the period of this Agreement.
- 18.2 If You do not wish to accept any changes to the CarCom Services or to the functions or features of the CarCom System and pay any additional fees (if required by Us), then We may cancel the CarCom Services and terminate this Agreement by notice to You (in which event We shall refund to You the balance of the current Subscription Fee, pro-rated).
- 18.3 Despite any other provision of this Agreement, if GST applies to any supply made by Us to You under or in connection with this Agreement, the fee payable or to be provided for that supply will be increased by an amount equal to the GST liability properly incurred by Us.
- 18.4 We may assign Our rights and obligations under this Agreement without consent.

19.0 PRIVACY

- 19.1 Intelematics Australia Pty Ltd ACN 084 882 584 places great importance on Your privacy and the personal information You entrust to Us - as a business client, business partner, consumer or Intelematics staff member. As with many other private organizations, Intelematics must comply with the Privacy Act in dealing with personal information.
- 19.2 During the course of business You may provide information to Us about You, such as Your name, address, contact details and other personal information. If You contact Us then additional information may be recorded, this may include Your voice and, if You have an in vehicle-tracking telematics unit installed in Your vehicle, Your location or Your vehicle's location at the time of the call.
- 19.3 The personal information that You provide to Intelematics will only be used for the purpose for which it was provided or as permitted by law. Intelematics will take all reasonable steps to keep Your personal information secure. The information will not be provided to any other organization without Your consent. Privacy laws may require or authorise use of that information for other limited purposes, such as prevention of serious injury and investigations of criminal activities. You consent to the disclosure by Us of Your personal information in circumstances where Your Security Password is provided and in circumstances in which We believe that there is a threat to the health or safety of any person, the likelihood of damage to any property or any other emergency in progress or likely to occur.
- 19.4 With some limited exceptions set out in privacy laws, it is Your right and Our obligation to take reasonable steps to provide You with access to all the personal information We hold about You. It is also Our obligation to take reasonable steps to correct or notate any of that information that is incorrect or incomplete. If You wish to review the personal information that Intelematics holds about You then please contact Us. Intelematics' contact details appear below.
- 19.5 If You feel that Intelematics has breached Your privacy, if You need further information about how We manage personal information or if You wish to discuss any privacy related matter then please contact the Intelematics Privacy Manager. If You are not satisfied with Intelematics' resolution of Your concern then You may wish to contact the National Privacy Commissioner.
- 19.6 The Intelematics Privacy Manager can be contacted on (03) 8415 9000 or e-mail Intelematics at privacymanager@intelematics.com.au More information about Your rights and the privacy legislation can be found at the National Privacy Commissioner's website at www.privacy.gov.au