

SVRRI: Terms & Conditions

USER AGREEMENT FOR PARTICIPATION IN THE STOLEN VEHICLE RAPID RESPONSE INITIATIVE

Terms and Conditions

In agreeing to participate in the Stolen Vehicle Rapid Response Initiative (SVRRI) you accept that your participation is subject to the terms and conditions set out in this Agreement.

This Agreement is governed by the applicable laws of the State of Western Australia.

The Stolen Vehicle Rapid Response Initiative

The SVRRI is a trial of a low cost electronic vehicle tracking device and an associated smart phone app. The trial is based on selected vehicles in the Greater Perth area that have been identified as being manufactured from January 2010 onwards.

The trial is supported by the National Motor Vehicle Theft Reduction Council (NMVTRC) as part of its mission to reduce motor vehicle theft. Participation by vehicle owners in the trial will be of assistance to NMVTRC in this mission, and it is hoped that the trial will provide improved security for participants. However, participants should be aware that this is a trial. The Program Partners do not promise that the trial will be effective, or that participants will obtain improved protection against vehicle theft or that stolen vehicles will be located or recovered.

The NMVTRC and RAC Insurance will cover the cost of the Tracking Device, installation and associated communications charges for 12 months from the date of the Tracking Device's activation. You are responsible for any data charges imposed by your mobile phone company when accessing the Service Provider's website from your smartphone, including access to in-application mapping services.

The NMVTRC will remind you of the end of your participation in the trial 30 days prior to expiry. At the conclusion of 12 month trial period you may keep the device.

You agree to notify us on becoming aware of any loss or unauthorised use of the smartphone you have nominated for the SVRRI. (To reduce the risk of unauthorised access to the application or data held on your phone we recommend that you use a password lock.)

You acknowledge that safe driving is the highest priority and you will only use the service provider's application, access its website or view any email we or the service provider sends you when it is legal and safe to do so under the Australian Road Rules.

Defined terms

Australian Consumer Law means schedule 2 of the *Competition and Consumer Act 2010*;

Authorised Installer means RAC Auto Services;

Eligible Vehicle means a vehicle which has been approved by NMVTRC for use in the SVRRI, other than a vehicle which has been determined by the Authorised Installer to be unsuitable for the device offered;

NMVTRC means the National Motor Vehicle Theft Reduction Council Inc, an association incorporated under the *Associations Incorporation Act 1981* (VIC, registered number A0037640K);

Program Partners means the NMVTRC and RAC Insurance;

RAC Insurance means RAC Insurance Pty Ltd (ABN 59 094 685 882);

RAC Auto Services means RAC Automotive Services Pty Ltd (ABN 93 095 467 226);

SVRRI means the Stolen Vehicle Rapid Response Initiative;

Tracking Device means the tracking device known as the Black Knight Global Tracking System;

WA Police means Western Australia Police, including the Police Service and the Western Australian Police Force;

Registered Participant means a person who has been admitted by NMVTRC to the SVRRI and who has activated the supplied electronic tracking device;

Service Provider means NanoTag Technology Pty Ltd; and

Vehicle Owner includes registered operator.

Participation in the trial

Registration as a participant in SVRRI is determined by NMVTRC, in its absolute discretion. Registration is limited to eligible natural persons and incorporated bodies, in respect of specific vehicles. Participation is not transferable to another person, incorporated body or vehicle.

An Eligible Vehicle will be determined by the Authorised Installer upon presentation. If the Authorised Installer determines that the vehicle does not comply with the requirements of the trial or the condition of a vehicle renders it unsuitable for the tracking device offered, the Authorised Installer will explain the reason for that assessment, but the vehicle will not be eligible for the SVRRI.

The NMVTRC may terminate a Registered Participant's involvement in the trial if that Registered Participant fails to comply with any of the terms and conditions of this Agreement.

National Motor Vehicle Theft Reduction Council

The NMVTRC supports the trial as part of its mission to reduce motor vehicle theft. However, NMVTRC does not supply products or services to vehicle owners, and it makes no representation about any products or services which are, or may be, supplied to a scheme participant. It does not offer compensation for loss or damages suffered as arising directly or indirectly from theft, non-recovery or damage to a vehicle participating in the SVRRI (however caused).

While the NMVTRC has commissioned independent expert testing of the Tracking Device to be used in the SVRRI to verify its safe operation and reliability, it is not liable for any claim relating to the condition of the device, its installation or operation.

Note: A limited warranty for the tracking device and its installation is provided by the service provider as outlined below. This warranty does not limit the registered participant's rights under the Australian Consumer Law.

WA Police

The mission statement of WA Police is to enhance the quality of life and well-being of all people in Western Australia by contributing to making the State a safe and secure place. WA Police supports the trial in the furtherance of this mission. It does not supply products or services to vehicle owners, and it makes no representation about any products or services which are, or may be, supplied to a Registered Participant. It does not offer compensation for loss or damages suffered as arising directly or indirectly from theft, non-recovery or damage to an Eligible Vehicle participating in the SVRRI (however caused).

Any operational response by WA Police under the SVRRI will be subject to its assessment of operational demands and prevailing conditions.

WA Police will not monitor the movements of a Eligible Vehicle unless the—

- Registered Participant reports to it that he or she believes the Eligible Vehicle to have been stolen; or
- Eligible Vehicle has been observed as being involved in a serious criminal incident, or otherwise poses a serious threat to public safety.

Note: WA Police standard operating procedures preclude police personnel from monitoring a Eligible Vehicle for general road policing or traffic enforcement purposes.

RAC Insurance

RAC Insurance does not offer any compensation for loss or damages suffered as arising directly or indirectly from theft, non-recovery or damage to an Eligible Vehicle participating in the SVRRI (however caused).

RAC Auto Services

RAC Auto Services is the Authorised Installer for the SVRRI. RAC Auto Services warrants that the tracking device will be installed by a suitably qualified and trained employee in accordance with the installation instructions of the Service Provider.

RAC Auto Services does not offer any compensation for loss or damages suffered as arising directly or indirectly from theft, non-recovery or damage to an Eligible Vehicle participating in the SVRRI (however caused).

Note: RAC Auto Services and RAC Insurance will not have access to vehicle monitoring data.

Use of the Tracking Device

Use of the Tracking Device and Black Knight Global Tracking Systems™ software (“the System”) carries with it an agreement not to track third parties. You agree that the Eligible Vehicle to be fitted with the Tracking Device is lawfully in your possession and that you—

- will only use the System in accordance with the privacy and telecommunication laws of Australia; and
- indemnify the Service Provider and the Program Partners against any improper or illegal use by you that is prohibited by law.

The Tracking Device is designed as a simple monitoring tool and the Service Provider—

- does not offer any guarantee or compensation against the theft, or theft and non-recovery of any Eligible Vehicle participating in the SVRRI; and
- is not liable for claims arising from theft or liability due to unexpected irregularities with the Tracking Device or software.

Any changes to the power connection to the Tracking Device after installation are undertaken at the Registered Participant’s risk and the Service Provider, and Program Partners are not liable for any subsequent damages or claims. A warranty may be voided if there is sufficient evidence of damage caused to a Tracking Device from a power supply not provided or authorised by the Service Provider.

The Service Provider may share information about a Registered Participant with third parties only with the Registered Participant’s consent. By activating the Tracking Device you consent to the Service Provider sending notification of that activation together with the Eligible Vehicle’s VIN to WA Police. WA Police will only track the Eligible Vehicle in accordance with the monitoring policy outlined above.

When you activate the Tracking Device, you will also be prompted to accept specific terms and conditions related to the use of the Service Provider’s software.

Service Provider’s Warranty Statement

The Service Provider provides a limited warranty, as set out below, which is additional to other protections provided by law. It is not a warranty by the Program Partners, who set out the following summary for information only.

The Service Provider warrants that the Tracking Device is free of defects in materials and workmanship (“limited warranty”). The Tracking Device comes with guarantees that cannot be excluded under the Australian Consumer Law. In the event of a major failure you will be entitled to the installation of a replacement Tracking Device. You will also be entitled to have the Tracking Device repaired or replaced if it fails to be of acceptable quality but the failure does not amount to a major failure. The Service Provider’s limited warranty does not affect your rights under the Australian Consumer Law.

The Service Provider's limited warranty is subject to the following conditions:

1. The warranty is given only to the Registered Participant and is not transferable;
2. The warranty applies for 12 months from the date of installation (the "warranty period"). The warranty is only valid and enforceable in Australia;
3. During the warranty period the Service Provider or its authorised agent will, at their discretion, without charge and subject to Clause 6 repair or replace a defective Tracking Device. Repair or replacement may involve the use of a functionally equivalent reconditioned unit. All replaced faulty parts or components will become the property of the Service Provider;
4. The limited warranty applies only to the hardware components of the Tracking Device as originally supplied and does not apply to any software or other equipment;
5. If the Service Provider repairs or replaces the Tracking Device, the repaired or replaced product shall continue to be warranted for the remaining time of the original warranty period or for 3 months from the date of repair or replacement, whichever is longer; and
6. The limited warranty does not apply if the defect was caused through any of the following:
 - a. the Tracking Device product number, the SIC code, the IMEI number, water indicator or the warranty seal has been removed, erased, defaced, altered or is illegible; or
 - b. deterioration of the Tracking Device due to normal wear and tear; or
 - c. use other than in accordance with the user manual, rough handling, exposure to moisture, dampness or extreme thermal or environmental conditions or a rapid change in such conditions, corrosion, oxidation, unauthorized modifications or connections, unauthorised opening or repair, repair by use of unauthorised spare parts, accidents, forces of nature, or other actions beyond the reasonable control of the Service Provider (including but not limited to deficiencies in consumable parts) unless the defect was caused directly by defects in materials or workmanship. This limited warranty does not cover physical damage to the surface of the Tracking Device including but not limited to cracks or scratches on the casing; or
 - d. the defects caused by the fact that the battery has been short-circuited or by the fact that the seals of the battery enclosure or the cells are broken or show evidence of tampering or by the fact that the battery has been incorrectly used in equipment other than those for which it has been specified; or
 - e. the defect was caused by a defective function of the cellular network or other system; or
 - f. the Tracking Device software needs to be upgraded due to changes in cellular network parameters; or
 - g. the defect was caused by the fact that the Tracking Device was used with or connected to an accessory not approved or provided by the Service Provider or used in other than its intended use and where it can be shown by the Service Provider that such defect is not the fault of the Tracking Device itself.

7. The limited warranty is subject to you notifying the Service Provider or its authorised service agent of the alleged defect within a reasonable time of it having come to your attention and in any event no later than before the expiry of the warranty period.
8. Upon installation of your Tracking Device, the Service Provider will supply you (via the Authorised Installer) with clear advice in writing about the actions you should take in the event of the failure of the Tracking Device.
9. In no event shall the Service Provider be liable for loss of profit, loss of anticipated savings, loss of data, loss of use of the product or any associated equipment, or indirect, incidental or consequential losses or damages of any nature whatsoever to the fullest extent that those losses or damages can be disclaimed by law. In any case the Service Provider and its supplier's entire liability under any provision of this limited warranty is limited to the amount actually paid by the Registered Participant for the Tracking Device. The Service Provider does not exclude or limit liability for personal injury or death resulting from its own negligence, for defects in the Tracking Device arising out of its or its manufacturers' negligence.

The limited warranty does not affect your rights under the Australian Consumer Law.