

USER AGREEMENT FOR PARTICIPATION IN THE STOLEN VEHICLE RAPID RESPONSE INITIATIVE TRIAL

1. Terms and Conditions

In registering to participate in the Stolen Vehicle Rapid Response Initiative Trial (**SVRRI Trial**) and entering into this Agreement, you, as the Registered Participant, accept that your participation is subject to the terms and conditions set out in this Agreement.

This User Agreement is between you and the National Motor Vehicle Theft Reduction Council (**NMVTRC**) and governs your participation in the SVRRI Trial. This Agreement is governed by the applicable laws of the State of Victoria.

Your participation in the SVRRI Trial will commence on the day you confirm that you accept this Agreement and last for the Trial Period.

2. The Stolen Vehicle Rapid Response Initiative Trial

The SVRRI Trial is a trial of a low cost electronic vehicle Tracking Device and an associated smart phone app. The SVRRI Trial is based on select late-model vehicles in the South-eastern Suburbs of Melbourne that have been identified as being at the highest risk of theft.

The SVRRI Trial is supported by the NMVTRC as part of its mission to reduce motor vehicle theft. Your participation in the SVRRI Trial will be of assistance to NMVTRC in this mission. However, you should be aware that the SVRRI is a trial. The Program Partners do not promise that the SVRRI Trial will be effective, or that your Registered Vehicle will obtain improved protection against vehicle theft or that stolen Registered Vehicles will be located or recovered.

The NMVTRC, Authorised Installers and the Service Provider will cover the cost of the Tracking Device, its installation and associated communications charges for the Trial Period 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 SVRRI Trial 30 days prior to expiry. At the conclusion of the Trial Period you may keep the Tracking Device.

You agree to notify the NMVTRC on becoming aware of any loss or unauthorised use of the smartphone you have nominated for the SVRRI Trial. (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.

You consent to:

- 2.1 the Program Partners collecting your name and other identifying information that may be requested and may be necessary to achieve the purpose of the SVRRI Trial during the Trial Period (as described in this Agreement), or otherwise in accordance with the *Privacy and Data Protection Act 2014*;
- 2.2 the Program Partners handling your information collected pursuant to paragraph 2.1 of this Agreement with each other for the purpose of the SVRRI

Trial during the Trial Period or otherwise in accordance with the *Privacy and Data Protection Act 2014*;

- 2.3 NMVTRC and VicPol handling information and data about the movement of your Eligible Vehicle received through the Tracking Device by VicPol pursuant to paragraph 6.3 of this Agreement for research purposes; and
- 2.4 VicPol using your information and tracking your Eligible Vehicle using the Tracker Device as set out in paragraph 6 of this Agreement.

3. Defined terms

Agreement means this document;

Australian Consumer Law means schedule 2 of the [Competition and Consumer Act 2010] (6th);

Authorised Installer means the Licensed Motor Car Trader or Automotive Business providing SVRRI Trial installation services as specified in Schedule 1;

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 an 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 Reform Act 2012] (VIC, registered number A0037640K);

Program Partners means the NMVTRC, Authorised Installers, VicPol and the Service Provider;

SVRRI Trial means the Stolen Vehicle Rapid Response Initiative described in paragraph 2 of this Agreement;

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

VicPol means Victoria Police;

Registered Operator means the person recorded on the register of vehicles maintained by the Roads Corporation under the Road Safety Act 1986 as the person responsible for the vehicle;

Registered Participant or 'you' or 'your' means a person who has been admitted by NMVTRC to the SVRRI Trial and who has activated the supplied electronic Tracking Device;

Service Provider means NanoTag Technology Pty Ltd; and

Trial Period means a period of twelve months from the date on which a tracking device is installed in an Eligible Vehicle.

4. Participation in the SVRRI Trial

Registration as a participant in SVRRI Trial 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.

If the Registered Operator of an Eligible Vehicle is an incorporated body, you must have the authority of the incorporated body to enter into this Agreement.

An Eligible Vehicle must be presented to the Authorised Installer in good condition. If the Authorised Installer determines that 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 no longer be eligible for the SVRRI Trial.

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

You must advise the NMVTRC if you sell or otherwise dispose of the vehicle.

The NMVTRC may contact you by telephone or email from time to time during the Trial Period to seek your views on your use of the Tracking Device or your participation in the Trial in general. Failure to reply to such requests may be grounds for the NMVTRC to terminate your participation.

5. 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 you, 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 an Eligible Vehicle participating in the SVRRI Trial (however caused).

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

6. Victoria Police

Victoria Police's role is to serve the Victorian community and uphold the law so as to promote a safe, secure and orderly society. It achieves this by—

- preserving the peace
- protecting life and property
- preventing offences
- detecting and apprehending offenders
- helping those in need of assistance.

VicPol supports the SVRRI Trial in the furtherance of this mission. You acknowledge and agree:

- 6.1 that VicPol does not supply any products or services to you, and makes no representation or any warranty about any products or services which are, or may be, supplied to you in connection with, or for the purpose of, the SVRRI Trial;

- 6.2 VicPol will not be liable or responsible for any loss, claim, damage or expense suffered by you, whether suffered directly or indirectly, as a result of your participation in the SVRRI Trial, and in particular as a result of:
- a. your Eligible Vehicle being stolen;
 - b. any damage sustained to your Eligible Vehicle, whether it was stolen or otherwise, including any damage caused by a faulty Tracking Device, or the defective installation of a Tracking Device, to your Eligible Vehicle;
 - c. the non-recovery of a your Eligible Vehicle if that vehicle has been reported as stolen; and
 - d. any other action taken or decision made by VicPol in relation to your Eligible Vehicle and its participation in the SVRRI Trial.
- 6.3 You acknowledge, agree and consent to VicPol accessing information transmitted by the Tracking Device fixed to your Eligible Vehicle and tracking your Eligible Vehicle using that information if:
- a. you report to VicPol that you believe the Eligible Vehicle has been stolen; or
 - b. VicPol reasonably suspects the Eligible Vehicle to be stolen; or
 - c. VicPol reasonably suspects the Eligible Vehicle has been observed as being involved in a serious criminal incident, or otherwise poses a serious threat to public safety.

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

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

7. Authorised Installers

The Authorised Installers specified in Schedule 1 warrant that the tracking device will be installed by a suitably qualified and trained employee in accordance with the installation instructions of the Service Provider.

The Authorised Installers specified in Schedule 1 do 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 Trial (however caused).

Note: Authorised Installers will not have access to vehicle monitoring data.

8. 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 Trial; 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.

Without limiting paragraphs 2.1 to 2.4 of this Agreement, 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 data to VicPol. VicPol will only track the Eligible Vehicle for the purposes of the SVRRI Trial.

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.

9. 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. To avoid doubt, it is not a warranty provided by the other 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.

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.

8. 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.

Schedule 1—Authorised Installers

Name	LMCT/Other Licence	Participating Locations
Frankton Toyota	447	1-4 Wells Rd, Seaford
Cranbourne Toyota	447	284 South Gippsland Hwy, Cranbourne
Jeff Wignall Ford	11035	20-22 Overton Road, Frankston
Jeff Wignall Ford	11035	980 Nepean Highway, Mornington
Barry Bourke Motors	7522	755 Princes Hwy, Berwick
Berwick Auto Electrics & Mechanical	Not applicable	29 Enterprise Avenue, Berwick
Melbourne's Cheapest Cars	8399	Cnr Bignell & South Roads, Moorabbin
Bay City Holden	7430	140 Dandenong Road, Frankston
Aussie Tune Dandenong	Not applicable	5 & 6/ 53-55 Sinclair Rd, Dandenong
CD Auto Electrics	Not Applicable	14 Power Road, Doveton

Acceptance of Terms and Conditions

Agreed

Agreed - Please email me the Terms and Conditions

Not agreed