

VISION TRAK SERVICES APPLICATION FORM

Agreement No*:(office use only)	Installer Code*:(office use only)	Agreement Date: (DD/MM/YYYY) / /
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PART I SUBSCRIBER INFORMATION

Existing Customer?* YES <input type="checkbox"/> NO <input type="checkbox"/>		Use Existing Login Name?* YES <input type="checkbox"/> NO <input type="checkbox"/>		Main Contact No.*:
<input type="checkbox"/> Customer (individual)* Mr/Mrs/Ms/Miss	Surname*:	Driving licence No. or Passport No.*(enclose photocopy)	Home:	
	Given name* :	Date of birth*: (DD/MM/YYYY) / /	Mobile :	
<input type="checkbox"/> Company	Company Name:	Driver's Name*:	Driver's Contact No.*:	
	ABN No.:	E-mail*:	Login Name:(office use only)	

Contact Details: Primary Contact:	Mr./Mrs. Ms./Miss	Surname:	Given Names:	Position/Relationship:
Secondary Contact:	Mr./Mrs. Ms./Miss	Surname:	Given Names:	Position/Relationship:

Subscriber's Address:

Primary Contact Numbers*: (SMS and Voice Call Alert for all Events, except SOS Button) Primary Contact Number:	Emergency Contact Numbers*: (SMS and Voice Call Alert for Event of SOS Button ONLY) Primary Contact Number:
Secondary Contact Number:	Secondary Contact Number:

PART II VEHICLE/BOAT/CARAVAN AND TERMINAL INFORMATION

Registration Number*:	ID Plate No. :
Insurance Company :	
Construction Type (Boats) Aluminium, Fibreglass etc :	
Make :	Cylinder Capacity :
Model :	Engine No. :
Colour :	Class :
Year Manufactured*:	Year Purchased*:
Chassis/Vin No. :	Type : (Sedan,4WD,Truck,Trailer Boat, please specify)
Model Number of Terminal :	Serial Number of Terminal :
Price of Terminal :	Installation Service Fee of Terminal :

PART III SERVICE AND FEE

Service Plan	Monthly Service Fee	Other Value Added Services (If applicable refer to Tariff Table for details) P/month	
<input type="checkbox"/> Vision Trak: Basic Service	AUD\$*	<input type="checkbox"/> AUD\$	Specify:
		<input type="checkbox"/> AUD\$	Specify:
Installation Date*: (DD/MM/YYYY) / /		Service Commencement Date*: (DD/MM/YYYY) / /	
		SIM Card Serial Number SIM: (office use only)	SIM Card Phone Number SIM: (office use only)

PART IV PAYMENT DETAILS

Provisional Up Front Service Fee Required (If applicable):	Vision Trak: Basic Service	<input type="checkbox"/> \$	
	Other	<input type="checkbox"/> \$	

Administration Fee/Other Costs/Fees (If applicable) :	<input type="checkbox"/> \$	
Direct Payment Method : <input type="checkbox"/> Bank Account <input type="checkbox"/> Credit Card	Total Payable:	\$

PART V BANK ACCOUNT INFORMATION – DIRECT DEBIT REQUEST

We/I request that moneys due in terms of the repayment arrangements covered by this document be drawn by Vision Trak Pty Ltd (User ID.....) under this Direct Debiting system from my/our account conducted with

Account Details are

Financial Institutions Name :

Financial Institutions Branch Name:

BSB: _____ - _____

Account Number: _____

I/we acknowledge that this Direct Debiting arrangement is governed by the terms of the Direct Debit Service Agreement received from you.

Signature(s).....

(Are two signatures necessary for Joint/Business accounts if so both required here)

Today's Date/..../.....

PART VI CREDIT CARD INFORMATION

We/I hereby irrevocably agree and authorize Vision Trak Pty Ltd to charge the following credit card account (including after the expiry of the credit card) for the deposit and all charges payable to Vision Trak Pty Ltd.

Cardholder's Name :

Credit Card Issuing Bank :

Credit Card Number : | | | | | | | | | | | | | | | | | | | | | |

Expiry Date : (MM/YY) (/) (Must be valid for 3 months)

Card Type : Master Card VISA AMEX

Cardholder's Signature

(Please enclose a photocopy of the back of the Credit Card)

Today's Date/..../.....

PART VII DECLARATION

We/I hereby apply for the Vision Trak Services offered by Vision Trak Pty Ltd as set out in this Application Form and the attached Vision Trak Service Agreement and Tariff Table. We/I have read and hereby agree to be bound by the terms and conditions mentioned in the above documents.

<p>_____ Subscriber's Signature/ Company Authorised Signature</p>	<p>_____ Vision Trak Pty Ltd/ Authorised Representative</p>
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VISION TRAK PTY LTD SERVICES AGREEMENT

THIS SERVICES AGREEMENT is made between Vision Trak Pty Ltd ("Vision Trak") and the Customer and sets out the terms and conditions on which Vision Trak agrees to provide the Customer with the Vision Trak Services.

1. Definitions

In this Agreement, unless the contrary intention appears:

"Agreement" includes this Services Agreement, the Application Form and the Tariff.

"Application Form" means the Application Form completed by the Customer pursuant to which the Customer has applied to Vision Trak for the use of the Vision Trak Services.

"Charges" means the amounts payable by the Customer to Vision Trak for the provision of the Vision Trak Services as specified in the Tariff.

"Tariff" means a separate leaflet listing Vision Trak's service fee.

"Content" means the content of the website providing the Vision Trak Services, including but not limited to vehicle tracking history, reports, locations etc.

"Customer" means the customer specified in the Application Form.

"Deposit" means the deposit (if any) paid pursuant to the Tariff.

"Vision Trak Services" includes any additional Vision Trak service levels that may be introduced in the future.

"Vision Trak Services a) provides local GPRS data, local Voice Communication airtime and local SMS data (all data volume only apply to vehicle terminal usage); b) provides the web service of vehicle tracking, history replay, landmark setting, report checking, profile management, confirming the location of the vehicle by phone, and any new services as may be provided by Vision Trak from time to time.

- 1.2 In this Agreement, unless the context otherwise requires:-
- (a) references to clauses are to clauses of this Agreement;
 - (b) words denoting one gender shall include all other genders;
 - (c) words denoting the singular shall include the plural and vice versa; and
 - (d) the word "person" includes a company.

2. Application for the Vision Trak Services

2.1 Upon application for the Vision Trak Services, the Customer agrees to be bound by this Agreement throughout the application process and use of the Vision Trak Services.

2.2 Vision Trak shall not be bound to accept the Customer's application and may reject the Customer's application if:

- (a) the Customer fails to submit proof of identity and address;
- (b) the Customer fails to satisfy the requisite creditability check;
- (c) the Customer fails to pay the stipulated service fee and/or deposit in full.

2.3 In some special occasions, a temporary Vision Trak Monitoring Service may be provided to the Customer pending Vision Trak's acceptance of the Customer's application for the Vision Trak Services. Notwithstanding the foregoing, any service provided to the Customer in the interim period shall not constitute an acceptance of the Customer's application and Vision Trak shall be entitled at its sole discretion, to discontinue such temporary Vision Trak Services at any time.

2.4 The Customer is required, at the first time he retains the Vision Trak Services, to use the Vision Trak Service for a fixed term of not less than 24 months (the "Minimum Term") and all the service fee in relation thereto shall not be refunded in any event. During the fixed term of service, no adjustment of price shall be allowed.

2.5 Apart from the Vision Trak Services the Customer may apply for Value Added Services ("VAS") made available by Vision Trak from time to time. The application shall be made by the Customer in person, through telephone or fax depending on the application procedure specified for each particular VAS. This Agreement shall apply to the Customer's use of all VAS unless there are separate terms and conditions applicable for such VAS; in which case the Customer shall abide by such other terms and conditions applicable to that particular VAS. Vision Trak shall be entitled at its sole discretion, to reject the Customer's application for any VAS.

3. Charges and Deposits

3.1 The Customer expressly acknowledges that he has been provided with a copy of the Tariff and understands the charging mechanism of the Vision Trak Service before subscribing for the services.

3.2 The Customer acknowledges and agrees that unless he has subscribed a fixed term service with Vision Trak, such as the circumstance mention in clause 2.4, the Tariff may be adjusted by Vision Trak at any time by giving 30 days' notice to the Customer. If the Customer does not agree to the adjustment, the Customer shall be entitled to terminate the provision of the Vision Trak Services. Unless otherwise expressly provided in the Tariff, Vision Trak does not warrant that the Tariff will not be adjusted.

3.3 If the Customer fails to make payment of any deposit(s) as required by Vision Trak to secure the due performance of the Customer's obligations under this Agreement, Vision Trak shall be entitled to suspend, discontinue or terminate the Customer's subscription to any or all of the Vision Trak Services. Vision Trak shall at their sole discretion have the ability to apply an appropriate cancellation fee.

3.4 Vision Trak is also entitled to apply an excess usage fee if the Customer requires additional services, or increased access to the Vision Trak system above normal service requirements. The Customer acknowledges that Vision Trak has sole discretion as what is deemed to be excess usage of the Vision Trak Service.

3.5 Vision Trak shall be entitled, in addition to its other rights and remedies hereunder, to exercise the right of set-off and to deduct from the deposits paid by the Customer, any outstanding sum due to Vision Trak at any time.

3.6 Vision Trak shall refund the balance of the deposits paid by the Customer after deducting all outstanding sums and an amount for loss or damage (if any) suffered by Vision Trak.

4. Commencement and Duration

4.1 This Agreement shall commence on and with effect from the date that Vision Trak accept the Application Form and start to provide the Vision Trak Services ("Service Commencement Date") and shall continue in force for 24 months between Vision Trak and the Customer (the "Minimum Term").

4.2 The Customer can extend the fixed term service before the expiration of the "Minimum Term" by written notice. If Vision Trak has not received the written notice requesting extension of term or termination of this Agreement, Vision Trak should keep providing the services and charging the services fee by month and the Customer may terminate the provision of the Vision Trak Services at any time upon giving 30 days' written notice to Vision Trak provided that the Customer shall pay all charges as invoiced.

5. Provision of the Services

5.1 In consideration of the payment of the Charges, Vision Trak shall provide the Vision Trak Services from the Service Commencement Date .

5.2 Vision Trak hereby grants the Customer the right to access the Service Portal. The Customer will be strictly and solely responsible for any misuse of the Service Portal (which includes, but shall not be limited to, the hacking of and/or direct or indirect damages to the Service Portal) and shall keep Vision Trak indemnified on the terms of Clause 11.

6. Customer's Obligations and Warranties

6.1 The Customer warrants that all the statements and information contained in or supplied in connection with the Application Form are true and accurate in all respects and any copy documents supplied in connection therewith are true copies of the originals and Vision Trak hereby provides the Vision Trak Services in reliance thereon.

6.2 The Customer acknowledges that:-
the electronic maps used in the provisions of the Vision Trak Services may not always be accurate due to construction of new roads, road closures, or similar circumstances, and other conditions are constantly changing and may cause inaccuracies in such electronic maps; because of the Vision Trak Services might not be able to generate a correct position of a vehicle, create a correct route or display correct information;
the intellectual property rights in the Vision Trak Services and the Content, including but not limited to the intellectual property rights of electronic maps, moving images, music, data and information, belong to Vision Trak, its third party service providers and/or licensors and nothing in this Agreement shall create or transfer any intellectual property rights to the Customer. The Vision Trak Services are intended for the Customer's personal use only. The Customer shall not resell or distribute the Vision Trak Services in whatever form to any third party. The Customer shall not assign, transfer or sub-license any all or any of its rights and obligations under this Agreement.

7. Billing and Payment

7.1 Different service plans will have different billing arrangements and the bills shall start from the Service Commencement Date. The Customer shall refer to the Tariff for details. The Customer shall make full payment of all bills on or before their stipulated due dates. Failure to do so shall entitle Vision Trak to suspend, discontinue or terminate the Customer's subscription to any or all of the Vision Trak Services.

7.2 Except in the event of manifest error on the part of Vision Trak, all payments made to Vision Trak shall not be refunded to the Customer in any event.

7.3 Vision Trak reserves the right to issue interim bills (in such appropriate format) to the Customer at such intervals as Vision Trak thinks fit.

7.4 Payment made by post, by electronic means or through the Internet shall be at the risk of the Customer. The Customer's obligation to pay shall not be discharged until actual payment has been received by Vision Trak.

7.5 Fees payable by the Customer to Vision Trak shall be calculated by reference to data recorded or logged by Vision Trak and not by reference to any data recorded or logged by the Customer. Records held and logging procedures adopted by Vision Trak will be conclusive evidence of the actual usage of the Vision Trak Services by the Customer and the charges payable by the Customer.

7.6 In the event of termination of services by the Customer, Vision Trak reserves the right to charge the Customer in the last bill for service charges for a full month or the entire bill cycle irrespective of the date of termination and without pro-rata adjustment. The Customer shall settle the amount as invoiced in full.

7.7 Any disputes regarding an invoice must be raised within 30 days of the date of the invoice notwithstanding, where relevant, any terms to the contrary in any cardholder agreement with the bank.

7.8 No credit or refund is available in respect of any time when any Service is 'down' or suspended.

7.9 If the Customer's access to the Vision Trak Services is suspended or terminated before payment of overdue invoice is made and he wants to re-activate the Vision Trak Services, Vision Trak shall charge an appropriate handling fee applicable at that time.

7.10 In case of termination of the Customer's Vision Trak Services due to overdue payment, Vision Trak shall transfer any amount that is owing to or due from the Customer, including any applicable cancellation fee, under any of that Customer's accounts, if that Customer has more than one account with Vision Trak, so as to settle any outstanding amount due to Vision Trak under any of that Customer's accounts whether they have been terminated or suspended.

8. Change of Service Plan

8.1 Any change in service plan by the Customer is subject to the prior consent of Vision Trak. Vision Trak may impose additional conditions for such change of service plan.

8.2 The Customer acknowledges and agrees that certain of his remaining benefits under his current service plan cannot be carried forward to the new service plan.

8.3 The Customer shall ascertain the details in relation to the change of service plan from Vision Trak in advance.

9. Suspension and Termination

9.1 Any suspension of the Vision Trak Services by the Customer is subject to the prior consent of Vision Trak. Vision Trak may impose additional conditions and charges, including a cancellation fee in relation to such suspension.

9.2 Vision Trak may, deactivate any of the Vision Trak Services, with or without notice to the Customer, to carry out system, maintenance, upgrading, testing and/or repairs; take any steps or omit to take any steps, with or without notice to the Customer, for any reason Vision Trak deems relevant to the management or the operation of any of the Vision Trak Services and Vision Trak's business, that may expand, reduce, modify, suspend, limit, make inaccessible or adversely affect any of the Vision Trak Services, or any Content.

9.3 Vision Trak may, upon discovery of suspected or inchoate, fraudulent, deceptive, unlawful or improper use of the Vision Trak Services by any party, suspend any or all of the Vision Trak Services to prevent such conduct from taking place.

9.4 Save and except where the Customer is under a fixed term agreement for the Vision Trak Services, the Customer may terminate the provision of the Vision Trak Services at any time upon giving 30 days' written notice to Vision Trak provided that the Customer shall pay all charges as invoiced.

9.5 Vision Trak may terminate the provision of the Vision Trak Services forthwith in the following circumstances: any amount due to Vision Trak has been outstanding for more than 30 days; or the Customer has committed a breach of any of this Agreement or the terms and conditions for a VAS (if any).

9.6 Termination hereunder shall not affect Vision Trak's right of action against the Customer for any antecedent breach or liability incurred prior to the date of termination.

10. Disclaimer

10.1 Save and except for the warranties expressly provided under this Agreement, Vision Trak provides no warranty (express or implied) as to the fitness for a particular purpose, quality, merchantability and durability of the Vision Trak Services provided to the Customer.

10.2 Vision Trak makes no warranty as to the quality and availability of any of the services, its network and customer service. Vision Trak accepts no responsibility and the Customer shall not hold Vision Trak liable for any failure, interruption, delay, suspension or error on the part of Vision Trak including without limitation, in relation to the Vision Trak Services, the Content, its network, customer service and after-sale service.

10.3 Vision Trak will use its best commercial endeavours to provide the services to the Customer without abnormal interruption.

11. Indemnity

11.1 The Customer agrees to indemnify Vision Trak against any action, liability, cost, claim, loss, damage, proceeding, and/or expense suffered or incurred by Vision Trak arising from or which is related to the Customer's use of any of the Vision Trak Services; and any breach or on-observance by the Customer of any of this Agreement or the terms and conditions (if any) applicable to any VAS subscribed to by the Customer.

12. Limitation of Liability

12.1 To the extent permitted by law, Vision Trak's aggregate liability to the Customer shall in any event not exceed the total fees paid by the Customer to Vision Trak for the immediately preceding 12 months prior to any incident giving rise to such liability.

12.2 Vision Trak expressly disclaims all responsibilities and liabilities for or arising from: the use of the Vision Trak Services and the Content by the Customer; any damage to or loss of data suffered by the Customer arising from its use of any of the Vision Trak Services and the Content; any claim based in contract, tort, or otherwise for any loss of revenue (whether direct or indirect), loss of profits or any consequential loss whether of an economic nature or not; any claim relating to any Vision Trak Services and the Content supplied, provided, sold or made available by Vision Trak (or any failure or delay to so supply, provide, sell or make available); any disruption or suspension of the Vision Trak Services or any part thereof which is attributable to an event or circumstance beyond Vision Trak's reasonable control.

12.3 In the event that the provision of the services is undertaken by Vision Trak's contractors, sub-contractors, service providers or agents (collectively referred to as "Independent Service

Providers"), Vision Trak disclaims for itself all responsibilities or liabilities arising from the acts, default, neglect, omissions and mistakes committed by the Independent Service Providers.

12.4 Without limitation to any other provision in this Agreement, Vision Trak expressly disclaims and excludes any liability whatsoever arising directly or indirectly from Vision Trak exercising any of its rights under this Agreement.

13. Provision of Information

13.1 If Vision Trak requests personal data from the Customer that constitutes Personal Data (meaning Personal Data as defined under the Privacy Act), account information including data set out in the Services Agreement and any other Customer information obtained from the Customer or from another source), the Customer may decline to provide the Personal Data but in that event Vision Trak may decline to provide any of the services to the Customer.

13.2 The Customer agrees that Vision Trak may use the Personal Data for any and all of the following purposes: the provision of the Vision Trak Services to the Customer (including the transfer of such Personal Data to third parties as necessary for the provision of any of the Vision Trak Services and/or the transfer of such Personal Data to Affiliates (meaning any other entity which directly or indirectly controls Vision Trak, is controlled by Vision Trak, or is under common control with Vision Trak) as necessary for the provision of Vision Trak Services by Vision Trak); matching (as defined under the Privacy Act) the Personal Data with other data collected for other purposes and from other sources including third parties in relation to the provision of the Vision Trak Services; marketing of services by Vision Trak in relation to the Vision Trak Services; business planning and improving of goods and/or services in relation to the provision of the Vision Trak Services; processing of any benefits arising out of or in connection with any of the Vision Trak Services; analysing, verifying and/or checking the Customer's credit, payment and/or status in relation to the provision of any of the Vision Trak Services; processing of any payment instructions, direct debit facilities and/or credit facilities in relation to the provision of the Vision Trak Services or requested by the Customer; enabling the daily operation of the Customer's accounts with Vision Trak and/or the collection of amounts outstanding from the Customer; keeping the Customer informed of the Vision Trak Services; disclosure as required or permitted by law; and any other purposes as may be agreed to by the parties.

13.3 The Customer shall, as soon as practicable, notify Vision Trak of any changes of address or any other particulars provided to Vision Trak which may affect the provision of any of the Vision Trak Services to the Customer. On Vision Trak's request, the Customer shall provide Vision Trak with information relating to the Customer and his use of the services reasonably required by Vision Trak: to assist Vision Trak in complying with Vision Trak's obligations under any applicable law; to report to any government agency regarding compliance with those obligations; and to assess whether or not the Customer has complied, is complying and will be able to continue to comply with all of its obligations under this Agreement.

14. General

14.1 Vision Trak reserves the right to unilaterally amend any or all of this Agreement by posting the details of such amendments on its website of www.visiontrak.com.au; such amendments to take effect immediately upon such posting.

14.2 This Agreement shall supersede all representations and promises, whether oral or written made by Vision Trak's staff or agents.

14.3 Vision Trak shall have the absolute discretion to assign or sub-contract the whole or any part of its rights and obligations hereunder to any other party or parties.

14.4 This Agreement shall be construed in accordance with the laws of Australia and New Zealand and the parties hereby submit to the non-exclusive jurisdiction of the Australian and New Zealand courts.

14.5 If the Customer is a body corporate, the Customer warrants that the person signing this Agreement has the due authority and capacity to act on its behalf.

14.6 The English version of this Agreement shall prevail over any other version (if any) which is provided for information purposes only.

14.7 If any term or condition herein becomes or is declared illegal, invalid or unenforceable for any reason, such term or condition shall be divisible from this Agreement and shall be deemed to be deleted from this Agreement.

VISION TRAK PTY LTD SERVICES AGREEMENT (RELATING TO DIRECT DEBIT REQUEST)

Vision Trak Repayment Plan – Customer Service Agreement

Our Commitment to you

Drawing arrangements:

We will advise you, in writing, the details of Vision Trak's Repayment Plan drawing arrangements (amount-frequency-commencement date) at least 14 calendar days prior to the first drawing. Where the due date falls on a non-business day, we will draw the amount on the next business day. We will not change the amount or frequency of drawing arrangements without your prior approval. We reserve the right to cancel the Vision Trak Repayment Plan drawing arrangements if three or more drawings are returned unpaid by your nominated Financial Institution and to arrange with you an alternative payment method. We will keep all information pertaining to your nominated account at your Financial Institution, private and confidential.

Your rights:

You may terminate the Vision Trak Repayment Plan drawing arrangements at any time by giving written notice to us. Such notice should be received by us at least 30 business days prior to the due date. You may stop payment of a drawing under the Vision Trak Repayment Plan by giving written notice to us. Such notice should be received by us at least 30 business days prior to the due date.

You may request change to the drawing amount and/or frequency of the Vision Trak Repayment Plan drawings by contacting us and advising your requirements no less than 30 business days prior to the due date.

Where you consider that a drawing has been initiated incorrectly (outside Vision Trak's Repayment Plan arrangements) you should take the matter up directly with us.

Your commitment to us

Your responsibilities:

It is your responsibility to ensure that sufficient funds are available in the nominated account to meet a drawing on its due date. It is your responsibility to ensure that the authorization is given to draw on the nominated account, is identical to the account signing instruction held by the Financial Institution where the account is based. It is your responsibility to advise us if the account nominated by you to receive the Vision Trak Repayment Plan drawings is transferred or closed. It is your responsibility to arrange with us a suitable alternative payment method if the Vision Trak Repayment Plan drawings arrangements are cancelled either by yourselves or the nominated Financial Institution.

Signed: _____

Witness Signed: _____

Customer name: _____

Name/Company: _____

Date: _____ / _____ / _____

Date : _____ / _____ / _____