



Service Agreement

BY ACTIVATING UCANC Pty Ltd. GPS TRACKERS, YOU ACKNOWLEDGE YOUR INTENTION TO BE BOUND BY THIS CUSTOMER SERVICE AGREEMENT WHICH ALSO INCORPORATES BY REFERENCE THE RATE AND PRICE PLANS PROVIDED TO YOU.

In this Agreement, "UCANC", "we", "us" or "our" refer to UCANC Pty Ltd that you have recently purchased from us and you agree to purchase such Services and use the Products in accordance with the following terms and conditions.

INFORMATION

You acknowledge and agree that the information and data made available by the Services is intended solely to assist you with your regular work program and is not to be relied upon or used to prevent damage or loss to any person or property. The transmission of data and notification by cellular network, telephone, page, e-mail and/or web site access may not be timely or error-free; and network statistics indicate that a number of such transmissions and notifications may result in dropped calls that will not be completed. Also any asset localisation method, either by satellite, data network positioning or other means can be highly inaccurate. You bear the sole responsibility of taking or arranging remedial actions for the protection of property and your workers, personnel, people under your care.

INSURANCE

You acknowledge and agree that UCANC Pty Ltd is not an insurer and the monthly charges hereunder are for the provision of data for your use only and are not in the nature of an insurance premium. You bear the responsibility of obtaining insurance against risk, including such risk as the Products are designed to detect, to cover personal injury, property loss or other damage. Notwithstanding any statute or rule of law to the contrary, UCANC Pty Ltd will not be liable to you, or to any party claiming under you, in any way for any claim, loss, damage or expense, including without limitation any claim, loss or expense relating to personal injury, or losses of any kind, suffered by you or any other party.

FEES AND PAYMENT

By selecting UCANC Pty Ltd's Services you have agreed to establish an account with us for such Services. When you use your account. As consideration for the Services you have selected, you agree that payment in full of the next month's charges and the prior month's usage charges, plus applicable taxes for such services, shall be made each month by periodic bank transfer payment. Such fees are due immediately and are non-refundable. Unless otherwise specifically stated. Any fees arising from police, ambulance or security guard service shall be your responsibility for payment. If UCANC is being billed then you agree to arrange payment to UCANC to cover these extra fees that are not included in this service agreement.

TERM

This Agreement is for the initial term of one year and shall automatically renew for successive one year terms, provided that either party may terminate this agreement at the end of any month by giving at least one (1) month prior written notice.



YOUR ACCOUNT

As further consideration for the UCANC Pty Ltd Services, you agree to provide certain current, complete and accurate information about you as required by the application process; and to maintain and update this information as required to keep it current, complete and accurate. Our privacy statement, incorporated herein by reference sets forth your and our rights and responsibilities with regard to your personal information. You agree that we, in our sole discretion, may modify our privacy statement. All modifications are in effect as soon as they are posted on the web site. You agree that, by using our services after modifications to the privacy statement become effective, you have agreed to these modifications. You acknowledge that if you do not agree to any such modification, you may terminate this Agreement. You warrant and represent that you have provided notice to, and obtained consent from, any third party individuals whose personal data you supply to us as part of our services with regard to: (i) the purposes for which such third party's personal data has been collected; (ii) the intended recipients or categories of recipients of the third party's personal data; and (iii) how the third party can access and, if necessary, rectify the data held about them. You further agree to provide such notice and obtain such consent with regard to any third party personal data that you supply to us in the future. We are not responsible for any consequences resulting from your failure to provide notice or receive consent from such individuals nor for your providing outdated, incomplete or inaccurate information. In order to change any of your account information with us, you must use your Account Username and Password. Please safeguard your Account Username and Password and such other security authentication information from any unauthorized use. In no event will we be liable for the unauthorized use or misuse of your Account Username and Password and such other security authentication information. You may not assign or transfer the Services without our written consent. If you do, we may deactivate your Services. You agree to notify us in writing within five (5) days of selling, giving away or otherwise transferring your UCANC Pty Ltd Product(s) to anyone else. You are considered to be the registered owner of your UCANC Pty Ltd Product(s) and recipient of the Services until we receive such notice, and you may be liable for any charges and fees incurred by the use of your Product(s) by anyone else up to the time that we accept your notice.

MODIFICATIONS TO AGREEMENT

Except as otherwise provided in this Agreement, you agree, during the term of this Agreement, that we may: (i) revise the terms and conditions of this Agreement; and/or (ii) change part of the Services provided under this Agreement at any time. Any such revision or change will be binding and effective immediately upon posting of the revised Agreement or change to the services on UCANC Pty Ltd's Web site. You agree to periodically review our Web site, including the current version of this Agreement available on our Web site, to be aware of any such revisions. If you do not agree with any revision to the Agreement, you may terminate this Agreement at any time by providing us with notice and such termination will be effective on receipt and processing by us. By continuing to use UCANC Pty Ltd services after any revision to this Agreement or change in Services, you agree to abide by and be bound by any such revisions or changes. We are not bound by nor should you rely on any representation by (i) any agent, representative or employee of any third party that you may use to apply for our services; or in (ii) information posted on our Web site of a general informational nature. No employee, contractor, agent or representative of UCANC Pty Ltd is authorized to alter or amend the terms and conditions of this Agreement.

You agree: (i) to obtain any licenses, permits or other authorizations required to install and operate the Products; and (ii) that the Products will be installed by a qualified installer.

REPRESENTATIONS AND WARRANTIES

You agree and warrant that the information that you provide to us during the application process or to apply for other UCANC Pty Ltd Services is, to the best of your knowledge and belief, complete and accurate and that any future changes to this information will be provided to us in a timely manner according to the modification procedures in place at that time. You agree that your use of our Services is solely at your own risk.

One Year Limited Hardware Warranty

UCANC Pty Ltd warrants to the original retail purchaser, that if a Product is found to be defective in material or workmanship, within one (1) year from the date of purchase, UCANC Pty Ltd shall, at its sole and absolute discretion, repair or replace it with a new or reconditioned Product of the same or more recent model in exchange for the defective Product. UCANC Pty Ltd shall not be responsible for your information or memory data contained in, stored in or integrated with any Product returned for repair, whether under warranty or not. This limited warranty applies only if proof of purchase is presented at the time a claim is made. This limited warranty does not cover and is void with respect to: (i) physical damage to the surface of the Product, including cracks or scratches ; (ii) cosmetic damage; (iii) any Product which has been improperly installed, repaired or modified; (iv) any Product which has been subjected to misuse (including any Product used in conjunction with hardware electrically or mechanically incompatible), abuse, physical damage, abnormal operation, incorrect line voltage, improper handling, neglect, lightning, electrical surges, exposure to excessive moisture or dampness or extreme changes in climate or temperature; (v) any Product operated outside published maximum ratings; (vi) any Product damage due to accident, fire, flood and/or other acts of God, improper commercial use or damage that occurs in shipping; (vii) any Product on which factory-installed Product access numbers or serial numbers have been removed, altered or rendered illegible; (viii) consumables (such as batteries). Transportation to and from the authorized service centre is the customer's responsibility. The replacement of the Product specified herein shall be the sole and exclusive remedy to which UCANC Pty Ltd is obligated and to which the original retail purchaser is entitled. Notwithstanding the generality of the foregoing, UCANC Pty Ltd shall not be liable for reimbursement of the original purchase price, loss of use of any vehicle or vessel, loss of time, inconvenience, installation charges, towing charges, and any other special, incidental, consequential or punitive damages.

Warranty Exclusion

EXCEPT AS PROVIDED HEREIN, NO OTHER WARRANTIES SHALL APPLY, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE MAKE NO WARRANTY OR REPRESENTATION THAT OUR PRODUCTS AND/OR SERVICES WILL MEET YOUR REQUIREMENTS, OR WILL WORK IN COMBINATION WITH ANY HARDWARE, SOFTWARE OR SERVICES PROVIDED BY THIRD PARTIES, OR THAT THE PRODUCTS AND/OR SERVICES WILL BE UNINTERRUPTED, TIMELY OR ERROR FREE; NOR DO WE MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED THROUGH THE USE OF OUR PRODUCTS OR SERVICES OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH OUR WEB SITE OR NOTIFICATION SYSTEM. YOU



UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF OUR WEB SITE OR NOTIFICATION SYSTEM IS DONE AT YOUR OWN DISCRETION AND RISK, AND THAT ANY REMEDIAL ACTION IS SOLELY YOUR RESPONSIBILITY.

LIABILITY OF PARTIES

Limitation and Exclusion.

YOU AGREE THAT OUR ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO ANY UCANC Pty Ltd PRODUCTS AND/OR SERVICES PROVIDED UNDER THIS AGREEMENT OR FOR ANY BREACH OF THIS AGREEMENT IS SOLELY LIMITED TO REPAIR OR REPLACEMENT OF SUCH DEFECTIVE PRODUCTS; AND TO THE AMOUNT YOU PAID TO US FOR SUCH SERVICES IN THE MONTH IN WHICH SUCH LIABILITY AROSE. YOU ASSUME ALL RISK AND ACCEPT ALL LIABILITY ASSOCIATED WITH THE USE OF THE PRODUCTS AND SERVICES. UCANC Pty Ltd SPECIFICALLY DISCLAIMS LIABILITY FOR ANY AND ALL DIRECT, INDIRECT, SPECIAL, GENERAL, PUNITIVE, EXEMPLARY, AGGRAVATED, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGES, EVEN IF WE HAVE PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF THE SAME, WHETHER FORESEEABLE OR UNFORESEEABLE OF ANY KIND WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOSS OF OR DAMAGE TO PROPERTY OR TO DATA, LOSS OF PROFITS OR ANTICIPATED PROFITS ARISING OUT OF THE USE OF OR INABILITY TO USE ANY PRODUCT OR SERVICE, THE RECEIPT OR FAILURE TO RECEIVE DATA, NOTIFICATION OR FAILURE OF NOTIFICATION, OR INDEMNITY IN RESPECT OF ANY CLAIM RELATED TO A PRODUCT OR SERVICE, LOSS OF CONTRACT, OR LOSS OF OTHER ECONOMIC ADVANTAGE, INCURRED BY YOU OR ANY THIRD PARTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY COLLATERAL CONTRACT. UCANC Pty Ltd WILL NOT BE LIABLE TO YOU, OR TO ANY PARTY CLAIMING UNDER YOU, IN ANY WAY FOR ANY CLAIM, LOSS, DAMAGE OR EXPENSES, INCLUDING WITHOUT LIMITATION ANY CLAIM, LOSS OR EXPENSE RELATING TO PERSONAL INJURY, OR LOSS OF ANY KIND, SUFFERED BY YOU OR ANY OTHER PARTY.

Carrier Liability Exclusion.

You acknowledge that the Service provided by UCANC Pty Ltd hereunder is based upon GSM, GPRS or other wireless data network services furnished to UCANC Pty Ltd by one or more participating carriers ("Participating Carriers") either directly or through their agents ("Agents") pursuant to agreements between such Participating Carriers and their Agents and is subject to the terms, conditions and limitations therein set forth.

YOU FURTHER ACKNOWLEDGE THAT PARTICIPATING CARRIERS AND THEIR AGENTS DISCLAIM ALL LIABILITY OF ANY NATURE TO YOU, WHETHER DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL, ARISING OUT OF YOUR USE OF THE NETWORK SERVICE, AND YOU AGREE THAT YOU SHALL HAVE NO CLAIMS AGAINST UCANC Pty Ltd, PARTICIPATING CARRIERS OR THEIR AGENTS OF ANY KIND WITH RESPECT THERETO.



INDEMNITIES

You agree to defend, indemnify and hold UCANC Pty Ltd and each Participating Carrier and/or their Agents harmless from and against any damages, liabilities, claims, costs and expenses (including reasonable attorneys' fees) to the extent arising out of or resulting from your negligence or wilful misconduct. If, within thirty (30) days after notice, you fail to accept defence, the party seeking indemnification shall have the right, but not the obligation, to undertake the defence of, and to compromise or settle any claims on your behalf, for your account, and at your risk. You also agree to defend, at your own expense, any suit or proceeding against UCANC Pty Ltd, any Participating Carrier and/or their Agents for the infringement of any patent or copyright by any services, systems, products of parts deployed by you or on your behalf in combination with or connection with any product or service provided by UCANC Pty Ltd, any Participating Carrier and/or their Agents, where such UCANC Pty Ltd, any Participating Carrier and/or their Agents' product or service would not be infringing without such combination and/or connection; and you agree to pay all damages and costs finally awarded against UCANC Pty Ltd, any Participating Carrier and/or their Agents because of the infringement.

TERMINATION FOR BREACH

UCANC Pty Ltd may terminate or suspend this Agreement upon not less than fifteen (15) days prior written notice in the event of any breach of this Agreement by you, including the failure to pay charges when due, your wilful provision of inaccurate or unreliable information as part of the application process, or your failure to update your information to keep it current, complete or accurate. Any such breach by you shall not be deemed to be excused simply because we did not act earlier in response to that, or any other breach, by you.

SEVERABILITY

You agree that the terms of this Agreement are severable. If any term or provision is declared invalid or unenforceable, that term or provision will be construed consistent with applicable law as nearly as possible to reflect the original intentions of the parties, and the remaining terms and provisions will remain in full force and effect.

ENTIRETY

You agree that this Agreement, the rules and policies published by us and the privacy statement are the complete and exclusive agreement between you and us regarding our services. This Agreement supersedes all prior agreements and understandings, whether established by custom, practice, policy or precedent.

GOVERNING LAW

You agree that this Agreement and any disputes hereunder shall be governed in all respects by and construed in accordance with the laws of the State of New South Wales and the laws applicable thereto.

AGREEMENT TO BE BOUND

By applying for UCANC Pty Ltd Services you acknowledge that you have read and agreed to be bound by all terms and conditions of this Agreement and any pertinent rules and policies that are or may be published by UCANC Pty Ltd.



Customer:

Company Name:

Company Representative:

Name :

Signature.....

Date:.....

UCANC Pty Ltd:

Company Representative:

Name :

Signature.....

Date:.....