



RHINOTRACKS ONLINE GPS TRACKING TERMS AND CONDITIONS

** Please read and accept the Terms and Condition and the Privacy Statement before using this service*

We, Cornick Pty Ltd, trading as RhinoCo Technology, ABN 74 001 621 610, a registered company incorporated in the State of New South Wales, Australia, will provide the RhinoTracks™ online GPS tracking service, portal and servers in accordance with the terms and conditions set forth in this document. This agreement constitutes a valid and binding agreement between RhinoCo Technology and any user of the RhinoTracks™ website for the purpose of vehicle tracking using the RhinoTracks™ GPS modules.

Your access to and use of the RhinoTracks™ website and service is conditional based on you agreeing to the terms and conditions set in this agreement. Every time you register an account or log into your RhinoTracks™ account, you agree that you are bound by the terms of this Agreement, and acknowledge that this Agreement may change periodically to reflect any new services provided through the website.

Definitions

Contract	means this agreement;
RhinoCo,us,we	means Cornick Pty Ltd, of 9 Hannabus Pl, McGrath Hills, NSW, Australia 2756
RhinoTracks™, RhinoTracks, this, system	means the GPS tracking service of Cornick Pty Ltd
Information	means all material delivered by us through the Website;
locator, tracking hardware, locating unit,unit ,device	means the location tracking device
GPS	means the Global Position System
Service	means the RhinoTracks™ online GPS tracking service.
we, us, our	means Cornick Pty Ltd;
SMS, message	means a text message from the service to you or a message received by the service for you;
location,position	means a latitude and longitude corresponding with the physical location of a location tracking module;
Map, plot	means a graphical representation of a geographical map
Website	means the relevant website situated at www.rhinotracks.com .au
you, your, yourself	means you, the Service end-user.
IMEI	means International Mobile Equipment Identity, a ID number for each GPS tracking device



1. Your Agreement with us

- (a) By using the Service, you agree to be bound by the terms of this Agreement.
- (b) This Agreement begins on the date on which:
 - i. you first create an account through the RhinoTracks™ website for a online tracking service that is linked to an active GPS tracking unit supplied by us or a reseller.
 - ii. you buying a preconfigured RhinoTracks™ GPS tracking module from RhinoCo Technology or its agent/reseller that has the online tracking function enabled.
- (c) You accept this Agreement shall be in force from the time of first registration and subsequent log-ins, and will apply every time you use the RhinoTracks™ online tracking service.
- (d) You accept that we may refuse to accept your Application for any reason.
- (e) You acknowledge and accept that the RhinoTracks™ online service is free consolation service for the registered buyers of the RhinoTracks™ GPS tracking module.
- (f) You acknowledge and accept that RhinoCo Technology makes no implied or express warranties as to the accuracy of the GPS tracking service available on this website.
- (g) You acknowledge and accept that this service is provided as a 'best effort' BETA release, and that it may:
 - i. suffer from downtime and errors without warning from time to time;
 - ii. loose recorded data; or
 - iii. be withdrawn at anytime with notification.
- (h) You acknowledge, accept and indemnify RhinoCo Technology from any damages, indirectly or indirectly caused from the use of this service.
- (i) You understand that the data transmission between the RhinoTracks™ GPS tracking module and our server is covered provided by a third party mobile telecommunications provider, and RhinoCo is not liable for its service, or your Agreement with that party.

2. Pre-requisites to using the RhinoTracks™ Online Tracking Service

- (a) You need to have an active account on the RhinoTracks™ website and a GPS tracking module with an active GPRS sim card programmed specifically for the RhinoTracks™ online tracking service.
- (b) You need to have a valid SIM card with GPRS function enabled from your telecommunications supplier that does not have a PIN protection for the tracking unit we provide you. We may ask you to choose a SIM card from a specific telecom provider as not all telecommunications providers are able to provide the quality of service required by this tracking service.
- (c) You have an Internet connection available to you to access the location reports and /or change your location-tracking configuration.
- (d) You are responsible for ensuring compliance with your SIM card Provider's terms and conditions, and you indemnify us for any loss or damage that we may suffer as a result of your breach of this clause.



3. Restrictions on use

- (a) You must not:
- i. use the RhinoTracks™ service in any way that would, violate any applicable law. You agree that you shall take full responsibility from the use of the service, indemnify us for any loss or damage we may suffer as a result of you breaching any of your obligations under clause 3(a);
 - ii. collect any information or communication about the Service or users of the Service or the RhinoTracks™ Software by monitoring or intercepting any process of the Service or the RhinoTracks™ Software;
 - iii. cause, permit or authorise the modification, creation of derivative works, translation, or copying of the RhinoTracks™ Software or the Service;
- (b) You will not sell, assign, rent, lease, distribute, act as an intermediary or provider, or otherwise grant rights to third parties with regard to the RhinoTracks™ Service or Software, to any other person without our prior written consent;
- (c) decompile, disassemble, reverse engineer or hack the RhinoTracks™ Software/Hardware or to overcome any encryption, technical protection or security methods implemented by us with respect to the RhinoTracks™ GPS tracking module and/or data transmitted, processed or stored by us or other users of the RhinoTracks™ Service; or
- (d) use location tracking illegally to track anybody without his/her consent.
- (e) attempt to do anything referred to in this clause. We reserve the right to investigate occurrences which may involve violations referred to in, or breaches of, clauses 3(a). We may involve, and cooperate with, law enforcement authorities in prosecuting users who have participated in such violations or breaches.

4. Our Service

- (a) The RhinoTracks™ online tracking service is a free service provided to RhinoTracks™ GPS module customers in addition to the proprietary software bundled with the device for quick access via the internet browser. We will use reasonable endeavours to make this service available to you at all times. However, the service is provided with no express warranties as to its accuracy or reliability, and the content of the service may change to suit the needs of RhinoCo Technology.
- (b) You understand and accept that the quality and availability of our Service may be affected by factors outside of our reasonable control (for example, without limitation by, weather, power, services and faults in GSM/GPRS networks, and the status of our internet server networks). As a result, the RhinoTracks™ online tracking service are provided "as is" and we do not represent or warrant that the RhinoTracks™ online tracking service will always be available, accessible, uninterrupted, timely, secure, accurate, complete, error-free, or will operate without data loss.
- (c) We as a location service provider, contract with several third parties including mobile telephony service providers, digital map providers, electronic payment gateways and Internet hosting providers for facilities to enable the provision of the Service to you.
- (d) GPS is a line of sight technology. Physical placement of the tracking device, tall buildings, signal reflection and electronic jamming will affect the accuracy or acquisition of a GPS signal by the tracking device. As such components of the Service are supplied to us by third parties we can make no promises or warranties, express or implied as to the Service, including without limitation, its accuracy, relevance or quality. The Service is subject to the limitations of the enabling technology on which it relies and may be adversely affected by operational factors beyond our control such as network



congestion, network coverage, undelivered SMS messages, GPS availability, Internet connections and the performance of your location tracking device.

(e) You acknowledge that:

- i. Due to transient nature of the Internet, the Service may be unavailable temporarily.
- ii. GSM/GPRS data transmissions may be delayed and sometimes not delivered.
- iii. There may be location error either because of the GPS data or because of typographic errors in map data.
- iv. The Service is dependent on tracking unit having access to the GSM/GPRS network. If you are in an area where you cannot obtain GSM coverage then you will not be able to use the Service to locate the unit in such areas.
- v. We are not liable to you or any other person for faults or defects that arise in telecommunication services not provided under this Agreement (even if they are connected, with our consent, to the Service which we have arranged under this Agreement) which are due to incompatibility with the Service.

5. Your account

- (a) Each RhinoTracks™ GPS tracking module is prefixed with an IMEI number to identify each individual unit. The IMEI number will be registered to your account upon registration for the purpose of tracking it.
- (b) You may have one or more accounts with one or many IMEI associated with each account.
- (c) If you have more than one account we may, at our option, suspend or terminate all of your accounts with us if you are in breach of your obligations under any account and that breach is not rectified.
- (f) The security of your user ID and password to access location data for your account is your responsibility.
- (g) We will store location data per unit for up to 90 days. Location data over 90 days will be over written.

6. Charges and payment

- (a) RhinoTracks™ online tracking is a free service provided for non-commercial users.
- (b) Commercial users will be charged a subscription fee for each tracking module and the tracking options provided through the online service*.

(* Please note that all users are subject and are bound to the service agreements of Google Maps API)

7. Liability

- (a) The Service and the RhinoTracks™ GPS module is intended for location tracking use only and accordingly, subject to clause 7(c) below, we (which term includes our affiliates, related bodies corporate, officers, directors, employees, agents or service providers) accept no liability under or in relation to this Agreement or its subject matter whether in contract, tort (including negligence), under statute or otherwise for any loss of or damage to business or reputation, loss of revenue, loss of profits, loss of opportunity, loss of advantage, loss of use of any software or data, loss of use of any other equipment, loss of use of the system on which the Service or the RhinoTracks™ GPS



module is used, or indirect, special or consequential loss or damage. In this clause the term "loss" includes a partial loss or reduction in value as well as a complete or total loss.

- (b) Subject to clause 7(c) below, to the extent permitted by law we exclude all liability to you or any other person claiming through you, for any costs, loss, expenses, liability or damage, regardless of the form of action, whether in contract, tort (including negligence), under statute or otherwise, and whether arising from our (or our agents') performance or non-performance of our obligations under this Agreement.
- (c) Nothing in this Agreement excludes your rights as a consumer arising from the terms implied by the Trade Practices Act 1974 or similar legislation, however, our liability for breach of those implied terms will be limited to RhinoTracks™ GPS module, not the Service.

8. Indemnity

- (a) You agree to indemnify us and our affiliates, related bodies corporate, officers, directors, employees, agents and service providers at your expense, against any claims, actions, proceedings, and suits and all related liabilities, damages, settlements, penalties, fines, costs and expenses (including, without limitation, reasonable legal fees and other dispute resolution expenses) incurred by us arising out of or relating to your:
 - i. breach of any term of this Agreement or any policy or guidelines referred to in it; or
 - ii. use or misuse of the RhinoTracks™ online tracking service or GPS tracking module.

9. Suspending our Service

- (a) We may suspend your use of the Service, at our sole discretion without notice, if:
 - i. we decide that the Service needs maintenance or upgrading;
 - ii. you are in breach of this Agreement.

10. Termination

- (a) You cannot terminate this Agreement if you wish to use the RhinoTracks™ online tracking service through our nominated website. Non-acceptance of this Agreement will not allow you to register or track your GPS model online. In such case, you may only use the RhinoTracks™ GPS module with the bundled propriety software.

11. Your information and privacy

- (a) The Privacy Statement on our Website explains how we will handle your personal information.
- (b) Your password we give you to use our Service is your responsibility, and must be kept confidential.

12. Intellectual Property Rights



- (a) You acknowledge that we retain all intellectual property rights (including, without limitation, rights protected by laws relating to copyright, patents, trade secrets and trademarks) relating to the Service and the RhinoTracks™ GPS module, the design or operation of the Service and the RhinoTracks™ website.
- (c) You must not do anything that would jeopardise, damage, limit or interfere with our Intellectual Property Rights or our interest in them.
- (d) RhinoTracks™ is a trademark of Cornick Pty Ltd.
- (e) Google Maps is a trademark of Google Inc.

14. Force Majeure

- (a) Without limitation to clause 7, we are not liable for:
 - i. any delay in correcting any fault in the Service;
 - ii. failure or incorrect operation of any Service; or
 - iii. any other delay or default in performance under this Agreement,

if it is caused by an event beyond our reasonable control, including but not limited to war, accident, act of God, industrial action, embargo, delay or failure or default by your mobile telecommunications provider or any other supplier of goods or services to us or you.

15. Tracking Unit Limited Warranty

- (a) The RhinoTracks™ GPS module is covered by a limited warranty from RhinoCo Technology. Please refer to your purchase package for details

16. Not for Emergency use

- (a) The RhinoTracks™ GPS module and the online tracking service is not fault-tolerant and is not designed or intended for use in environments requiring fail-safe performance. The RhinoTracks™ online tracking service and GPS modules should not be used where the failure of the device or a late or inaccurate location report could lead directly to a fatality, personal injury or severe physical or property damage.
- (b) RhinoCo Technology expressly disclaims any express or implied warranty of fitness for Emergency use.

17. General

- (a) We can vary the terms of this Agreement at any time, including, without limitation, by changing the Service. If we do this and the change is to your detriment, we will place a notice on our Website or by other means permitted by law. Your continued use of the Service constitutes your acceptance of these revised terms.
- (b) You must not transfer your account or assign any of your rights and responsibilities under this Agreement without our prior written approval. We may assign any of our rights and obligations at any time.



- (c) If any term of this Agreement is invalid or unenforceable, it will be severed from this Agreement and the remainder of this Agreement will remain valid and effective.
- (d) You acknowledge that you enter into this Agreement entirely as a result of your own enquiries and that you do not rely on any statement, representation or promise by us or on our behalf not expressly set out in this Agreement.
- (e) Any failure or delay by us at enforcing a provision of this Agreement does not affect our right at a time to enforce that or any other provision.

18. Governing Law

- (a) This Agreement is governed by and construed in accordance with the laws of New South Wales, Australia. The Courts of New South Wales, Australia shall have non-exclusive jurisdiction over all disputes relating to this Agreement.

Privacy and Security

At RhinoCo Technology we understand and believe in the value of your privacy. Any personal information collected on this site will be kept private. Our Privacy Policy describes generally how we manage your personal information and safeguard your privacy. If you would like more information, please do not hesitate to contact us.

The National Privacy Principles

RhinoCo Technology is bound by and complies with the National Privacy Principles, pursuant to the Commonwealth Privacy Act 1988.

Collecting Personal Information about You

At www.rhinotracks.com.au we only collect personal information that is necessary for us to identify the user, the nominated devices' IMEI number, contact email address, and a log of travel locations for a period up to 90 days.

No other personal information is collected.

Using and Disclosing Your Information

We respect your privacy. Any personal information that we collect about you will be used and disclosed by us so that we can provide you with the services that you have requested, or otherwise to enable us to carry out our business as suppliers of goods.

RhinoCo Technology will not disclose any information about you unless the disclosure is required or authorised by law, you have consented to our disclosing the information about you, or for another purpose (related to the primary purpose of collecting that information) that you would reasonably expect to a third party.

We may also use your information to provide you with information about other services offered by us. However, the only information that you must provide is your name and contact details (where applicable). If you would prefer not to receive promotional or other material from us, please let us know and we will respect



your request.

We do not engage in unsolicited telephone or email marketing. In particular, if you are contacted by telephone by an individual or organisation claiming to represent RhinoCo Technology, please do not purchase from the organisation.

Access to Your Information

In most cases you may have access to information that we hold about you. We will handle requests for access to your personal information in accordance with the National Privacy Principles. We encourage all requests for access to your personal information to be directed to the Webmaster by emailing us or by writing to us at our postal address. We will deal with all requests for access to personal information as quickly as possible. Requests for a large amount of information, or information which is not currently in use, may require further time before a response can be given. We may charge you a fee for access if a cost is incurred by us in order to retrieve your information, but in no case will we charge you a fee for your application for access.

In some cases, we may refuse to give you access to information we hold about you. This includes, but is not limited to, circumstances where giving you access would: be unlawful (e.g., where a record which contains personal information about you is subject to a claim for legal professional privilege by one of our clients); have an unreasonable impact on other people's privacy; prejudice an investigation of unlawful activity.

We will also refuse access where the information relates to existing or anticipated legal proceedings, and the information would not be accessible by the process of discovery in those proceedings. If we refuse to give you access we will provide you with reasons for our refusal.

Data Security

RhinoCo Technology is committed to maintaining the confidentiality of the information that you provide us and we will take all reasonable precautions to protect your personal information from unauthorised use or alteration. All personal information is held under secure conditions with access restricted to authorised staff only.

RhinoCo Technology uses secure server software (SSL) that is the industry standard and among the best software available for secure commerce transactions. It encrypts all of your personal information, including any credit card number, name and address, so that it cannot be read as the information travels over the Internet.

Information in our website logs is not personally identifiable. We use this data to improve our site performance and to evaluate traffic statistics, such as the times of day and days of week at which we see peak traffic, and to assess the relative popularity of different areas of the site. A cookie is a tiny element of data that our site can send to your browser, which may then be stored on your hard drive. Our website uses cookies to customise certain options. This small amount of information does NOT contain any private information stored on your computer. You may set your web browser to notify you when you receive a cookie, or to disable cookies altogether. We do not use cookies to track your content choices.

At RhinoCo Technology collected user information may be stored both electronically (on our computer system) and in hard-copy form. Firewalls, anti-virus software and email filters, as well as passwords, protect all our electronic information. Likewise, we take all necessary measures to ensure the security of hard-copy information.



Disposal of Collected Information

After a period of 90 days, any collected GPS logs will be destroyed.

Any information collection via registration may be kept up to 7 years in both the electronic and hard-copy form. After which, copies will be destroyed.

For more information or to complain about a breach of your privacy If you would like more information about the way we manage personal information which we hold about you, or are concerned that we may have breached your privacy, please contact us by email, fax or post:

Fax: 02 4577 4778

Post: The Legal Officer, RhinoCo Technology, 9 Hannabus Place, McGrath Hill, NSW, 2756

Changes To Our Privacy Policy

From time to time it may be necessary as a matter of practicality to revise our privacy policy. Any changes will be in accordance with the Privacy Act 1988 and the National Privacy Principles. We may notify you about changes to this privacy policy by posting an updated version on our website.

If you require any further information about the Privacy Act 1988 and the National Privacy Principles, you can visit the Federal Privacy Commissioner's website at www.privacy.gov.au