



OBD-150 Web Subscription Agreement

Thank you for purchasing the Fleetminder OBD-150. You can use this device with Live Tracking or SMS notifications.

Live Tracking: Please complete this form, and forward to Fleetminder to activate online tracking.

SMS Only: A SMS/voice prepaid or postpaid plan is required. The SIM card supplied can be used for Telstra plans, it is up to you to activate this SIM card with a SMS/voice plan of your choosing. If you would like to use a different carrier, they will supply you with a new SIM card. Please go to www.tinyurl.com/kmw8xow for activation instructions.

Once this form is complete, please forward to Fleetminder: (Please be sure to retain a copy for your records)

Email: admin@neltronics.com.au

Fax: (08) 9383 7933

SIM Serial No:

1. Customer's Details	
Name/Company Name:	ABN:
Trading Name:	Your Fleetminder Dealer:
Street Address:	Postcode:
Postal Address:	Postcode:
Contact Person:	Email:
Phone:	Mobile Phone:

2. Accounting Details (if applicable)	
Accounts Payable Contact:	Direct Line:
Email:	Fax:
Billing Address:	

3. Login Details	
If you are an existing Fleetminder user, what is your login username? OR Please choose a username and password:	
USERNAME:	PASSWORD:

NOTE: Your password can be changed later

4. Tracking Period	
<input type="radio"/> 3 months @ \$60 inc. GST (includes SIM data charges) You must complete the Payment Authority form (Part 2). This option will renew automatically every 3 months unless subscription is cancelled.	<input type="radio"/> Discounted - 12 months @ \$200 inc. GST (includes SIM data charges) For automatic renewal after 12 months, please complete the Payment Authority form (Part 2).
Please note: To cancel your tracking subscription, simply contact us before your subscription is renewed again.	

5. Important information about your Fleetminder device	
Your Fleetminder device comes supplied with an un-activated Telstra SIM card. The device will not transmit data until the SIM card is activated. Upon processing of your tracking order by Fleetminder, you will be able to access the tracking data for your vehicle on the Fleetminder website. We will activate the SIM card, set up your login and send you an email to confirm you are ready to go. Ensure you have properly installed the device into your vehicle before logging on to the website. Live tracking is dependent on the device being within mobile range. When out of range, data logs are stored and the website is refreshed when the device returns to GSM range. Please note: Tracking interval logs are every 10 minutes as standard. 1 minute or 3 minute tracking available, additional charges apply.	

By signing this agreement, the customer acknowledges that they have read, understood, and agree to the clauses in Part 3.	
Please sign:	Name:
	Position:
	Date:

Office Use Only:	
Checked by: _____	Date: _____

Payment Authority Form

(Please complete either section 1 or 2)

SECTION 1		Credit Card Details		
Name on Card:		Billing Address:		
Card Type:	<input type="radio"/> Mastercard	<input type="radio"/> Visa	<input type="radio"/> AMEX (2.4% surcharge)	
Card #:		Exp (mm/yy):		CCV Number:
Signature:		Date:	I authorise Fleetminder to charge this credit card for quarterly/annual fees from this date until notified otherwise	

SECTION 2		Direct Debit Form		
Request for payment by the Direct Debit System				
Your name in full	I/We <input type="text"/> (Surname, Company Name or Business Name) <input type="text"/> (Given Names, ABN or ARBN) request that moneys due to Fleetminder for the supply of data communication services to me/us be drawn under the Direct Debit System from the following account.			
Account Details	<input type="text"/> (Account Name) Note: Direct debiting is not available on all accounts, if in doubt please refer to your Financial Institution <input type="text"/> (Name of Financial Institution at which account is held) <input type="text"/> (Address of Financial Institution) <input type="text"/> (BSB number of Financial Institution) <input type="text"/> (Account number) (the Account). I / We understand and acknowledge that this Direct Debit Arrangement is governed by the terms of the Fleetminder Direct Debit Agreement set out below.			
Your Signature(s)	<input type="text"/> (If joint account all signatures are required)		<input type="text"/> (Date)	<input type="text"/> (Date)
Your Address	<input type="text"/> Postcode:			

Fleetminder Direct Debit Service Agreement

Drawing Agreements	<ul style="list-style-type: none"> This agreement is with Hospitality & Gaming Investments Pty Ltd (ACN: 086601381) trading as Fleetminder. The direct debit drawing arrangements (amount, frequency, and commencement date) are determined by your payment obligations under the Agreement. Fleetminder will only initiate a drawing when a payment is due from you under the Agreement. If the due date falls on a non banking day, Fleetminder will draw the amount due on the next banking day. Fleetminder will not change the amount or frequency of the drawings arrangements without your prior approval unless expressly permitted by the Agreement. Fleetminder reserves the right to cancel the drawing arrangements at any time and to arrange with you an alternate payment method. Fleetminder will keep all information pertaining to your nominated account at the Financial Institution, private and confidential.
Your Rights	<p>Subject at all times to the provisions of the Agreement:</p> <ul style="list-style-type: none"> You may terminate the drawing arrangements at any time by giving written notice to Fleetminder. Such notice should be received by Fleetminder at least 5 business days prior to the next payment date. You may stop payment of a drawing by giving written notice to Fleetminder. Such notice should be received by Fleetminder at least 5 business days prior to the next payment date. Termination of drawing arrangements does not remove the obligation to pay moneys due to Fleetminder, and alternative payment arrangements must be supplied. Otherwise suspension of the communication service may apply. Suspension fees and re-activation fees apply. Where you consider that a drawing has been initiated incorrectly you should take the matter up directly and immediately with Fleetminder.
Your responsibilities	<ul style="list-style-type: none"> 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 authorisation given to draw on the Account is identical to the account signing instructions held by the Financial Institution where the Account is based. It is your responsibility to advise Fleetminder if the Account is transferred or closed. It is your responsibility to arrange with Fleetminder a suitable alternate payment method if the drawing arrangements are cancelled either by you, the nominated Financial Institution or Fleetminder.
Billing & Payment	<ul style="list-style-type: none"> Fleetminder will invoice you on a monthly basis in arrears. Fleetminder will invoice you in advance for all other services, including system access fees, set-up and pre-payments, if any. All invoiced amounts are due in full 30 days after the invoice date ("Due Date"). If you have provided a credit card authorization for payment of invoices, your credit card shall be charged 5 days after the date of the invoice. You will be charged system access fees for the balance of the month for devices deactivated before the end of the monthly billing cycle, and will bear airtime usage fees up to the date of deactivation, which includes any deactivation fees. If any amount is not paid by the Due Date, interest may be charged accruing back to the date of invoice for such amount at the rate of 15% per annum.

Between: Hospitality and Gaming Investments Pty Ltd ABN: 17 086 601 381
 trading as Fleetminder of 4/50 Jersey Street, Jolimont, Western Australia 6014 ('Fleetminder')
 And: the 'Customer' as identified on Part 1 of this Agreement.

1. Definition

- 1.1 "Agreement" shall mean this document and the provisions of Fleetminder Service Agreement, Software Application Services and GPRS services.
- 1.2 "Asset" means any vehicle, motorcycle, plant and equipment or boat in which Fleetminder devices are installed.
- 1.3 "Fleetminder device" means a GPS Tracking System using GPS and Satellite Technology and any future models or variations during the term of this Agreement.
- 1.4 "GPRS Service Provider" means the communications service provider being Optus, Vodafone, Three, Telstra and may vary from time to time.
- 1.5 "Business Management Service" means communications services required for the Fleetminder device to transmit information to the Fleetminder web-server.
- 1.6 "Coverage Area" means the GPRS wireless coverage area as defined by the selected GPRS service provider from time to time.
- 1.7 "Third Party Equipment" means any equipment supplied by a third party to be installed in the Asset and used in conjunction with Fleetminder device.
- 1.8 "User Manual and Installation Manual" means hardcopy or softcopy brochures available from Fleetminder which may be amended from time to time, which details the correct use of Fleetminder devices and Business Management Services.

2. Installation and Use of Fleetminder

- 2.1 The Customer will use Fleetminder and the Business Management Service strictly in accordance with the User Manual and Installation Manual and will ensure that all other persons operating the Fleetminder devices and Business Management Services are familiar with the operation.
- 2.3 The Customer will be provided with security details (User Log ins & Passwords) by Fleetminder or its representatives. The Customer must not disclose their security and identification details to any other person or record or leave these details in such a place as to make the security and identification details easily accessible to any unauthorised person.

3. Live Tracking Service

- 3.1 In return for a Management Service fee, also known as tracking fee, Fleetminder will provide the Business Management Services as requested by the Customer, commencing on the date agreed upon by the Customer and Fleetminder. This includes free website upgrades.
- 3.2 The Customer acknowledges that all Software, Mapping Data and Reports remain the property of Fleetminder and the Customer has rights to the use of Business Management Services when Management Service fees are paid in full and up to date.
- 3.3 Without limiting Clause 8.1 where the Customer has not prepaid for Management Services, the Customer may be unable to access its asset tracking data and Fleetminder may not be obliged to provide the Management Service whilst the Management Service fee remains unpaid.
- 3.4 Fleetminder provides historical data up to 6 months. If the Customer wishes to access data older than 6 months, charges may apply.

4. Prices & Payments

- 4.1 Title of the products does not pass onto the Customer until the devices have been paid for in full.
- 4.2 Where the Customer pays for goods and services by direct debit, the Customer acknowledges that Fleetminder is authorised to deduct all due payments on the due dates.
- 4.3 Where the Customer makes payments to Fleetminder by way of credit card, the Customer must immediately notify Fleetminder of the loss, theft or expiry of the particular credit card so that payments are not terminated.
- 4.4 Where Fleetminder activates a Telstra M2M data plan on the Customer's Telstra account on their behalf, the customer is responsible and liable to pay Telstra for any data charges above the monthly included kilobytes. The Customer is advised to monitor data usage closely to ascertain appropriate data plan.
- 4.5 Where SMS charges originated from a SIM card that is NOT owned by the Customer, then the Customer accepts that Fleetminder will recover the cost of the SMS charges from the Customer. Opting to send SMS via Fleetminder Messaging Service (FMS) will remove the need to recover such costs.

6. Risk

- 6.1 The Customer expressly acknowledges that due to circumstances beyond the control of Fleetminder, including (but not limited to) software viruses, power failure, electrical or topological interference, equipment malfunction, tampering by unauthorised persons and the actions and omissions by suppliers of telephone services, Police or Emergency Services or security patrol services, the Fleetminder Devices and Business Management Services may not operate as designed on a continual basis. The Customer also acknowledges that Fleetminder is not responsible for damages to the Devices and Business Management Services or their failure to perform, as a result of any location, accident, vandalism or other consequence.
- 6.2 The Customer therefore understands and agrees that Fleetminder will not be responsible for the failure of the Fleetminder Devices and Business Management Services, and any resulting loss or damage when due to the circumstances outside its control as envisaged in clause 6.1 or otherwise.
- 6.3 The Customer acknowledges that Fleetminder is not responsible for malfunction of or failure to function by the Third Party Equipment or any damages caused as a result of such failure or malfunction.
- 6.4 The Customer acknowledges that regardless of the quality of data obtained by the Fleetminder Devices and Business Management Services or GPRS Service provider, the Customer is liable to pay any agreed charges, until a written Termination of Services is received from the Customer. (subject to Clause 8.1)
- 6.5 The Customer acknowledges that the laws vary between states and is advised to check the Surveillance Act for their local area.

7. Change Ownership

- 7.1 The Customer must notify Fleetminder where the Customer's Devices have been assigned, sold or leased to a third party. This Agreement will terminate following entry into a new Agreement by the third party or otherwise in accordance with Clause 4.

8. Termination

- 8.1 The Customer may terminate this agreement by giving at least 7 days written notice to Fleetminder. Where the Customer is in default or the Customer terminates this Agreement, no refund of prepaid Business Management Services fee will be payable. The Customer must pay any outstanding access or messaging charges as detailed in the Agreement up to the date of termination.
- 8.2 Fleetminder may terminate this Agreement by written notice. Where Fleetminder terminates this agreement, a pro-rata portion of the Business Management Services fee for the period not yet expired will be refunded to the Customer.
- 8.3 Upon Termination, the Customer is responsible for terminating any GPRS Services not supplied by Fleetminder directly with the GPRS Service Provider.

9. Basis of Order

- 9.1 An order by the Customer will only be binding if it is issued on the Fleetminder Service Agreement Form (or other purchase order document normally binding on the Customer), and signed by the Customer. Fleetminder retains the right at all times to accept or refuse an order.
- 9.2 Fleetminder will arrange activation of the GPRS Management Service upon receipt of valid Activation information and instructions, to be provided by the Customer.

10. Warranty

- 10.1 Fleetminder warrants that the products supplied will be free from defects in materials and workmanship for a period of twelve (12) months from the date of purchase. Any such defects will be remedied by repair or replacement at the discretion of Fleetminder. This warranty shall only apply when the goods are used for their intended purpose as described in this Agreement.
- 10.3 Where operation of Fleetminder is dependent on third party telecommunications infrastructure, landline, or radio communications service, Fleetminder shall not be responsible for system or product performance due to the unavailability of these services.
- 10.4 Subject to clause 10.6 Fleetminder will repair, at its absolute discretion, any defective Fleetminder devices or component parts during the warranty period at its own expense.
- 10.5 This warranty shall become null or void if:
 - 10.5.1 The Customer fails to comply with the User Manual or Installation Manual operation instructions and information;
 - 10.5.2 Any person who is not authorised by Fleetminder to modify, service, repair, assemble, disassemble, tamper with or remove the Fleetminder devices (or components thereof), does so and causes damage
 - 10.5.3 The Customer's location has been involved in an accident or materially damaged and the Fleetminder devices have not subsequently been tested or approved by a Fleetminder authorised person.
 - 10.5.4 Fleetminder devices are exposed to environmental conditions beyond their intended application;
 - 10.5.5 Fleetminder devices are affected by fire, water or flood, frost, ice, wind, fusion, immersion in any liquid, lightning, power surges, induced electrical surges including but not limited to Radio Frequency or Electromagnetic Interference, earthquake, elements of nature or an act of God, riot, civil disorder, vandalism, strikes or industrial strife, theft, accident, war, lockouts, road closure, or any similar cause beyond the reasonable control of Fleetminder;
 - 10.5.6 Fleetminder devices are physically or operationally abused or damaged whether deliberately or by misuse;
 - 10.5.7 Fleetminder devices are affected by any system or asset malfunctions caused by abnormal operation, or by unspecified, undocumented, or unexpected operation of any third party computer hardware or system.
- 10.6 Fleetminder goods come with guarantees that cannot be excluded under the Australian Consumer Law. The Customer is entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. The Customer is also entitled to have the goods repaired or replaced if the products fail to be of acceptable quality and the failure does not amount to a major failure.
- 10.7 This warranty does not apply to any Third Party Equipment forming part of the Order but Fleetminder will endeavour to preserve and pass onto the Customer any third party warranty applicable to Third Party Equipment.