

iSpy Direct Debit Authorisation Form

This form is used to debit the authorised account holder only.



Date / /20

What is the registered name of the company,
(If Applicable)

Does the company have an ABN

Name of authorised person

Contact Details

Mailing address

Email

Mobile number

Payment Method

Please enter Credit Card or Debit Card details

Master **or** Visa Card

Name on Card:

Card Number:

Expiry date:

CVV (Number on back of the card)

Payment Frequency (Please tick one)

Monthly Annually

Payment Amount

\$

(Optional) For annual iSpy health check

Please read Clause 7.7 below for details. (\$75.00 once a year)

(Optional) - I would like to accept annual health check

Please tick the appropriate circle

Authorised Signature

Terms and Conditions

All information is for the internal use of iSpy GPS only and will be kept confidential. Your information will not be shared or sold to any third parties unless for legal requirements.

iSpy will direct debit your nominated account each month as per the contractual agreement. If you have paid for a twelve-month upfront subscription your payments will commence automatically at the end of month unless authorised to cancel your service.

It is the **client's responsibility** to notify iSpy GPS **in writing** of any changes that have or may occur to the ownership of the vehicle, object, equipment or machinery to which the tracking device is linked.

1. About your Agreement

1.1 This Agreement contains the terms and conditions under which we supply Monitoring Services (Services) to you and makes Product Instalment Plans available to you.

1.2 These Terms along with any other terms that you agree to are binding on you and us.

1.3 When we say 'we', 'us' or 'our', we mean iSpy GPS Details of our current registered office address can be found on our website www.ispygps.com.au

1.4 Your Agreement with us commences when we commence your monitoring service.

1.5 Your Agreement is personal to you. You remain responsible for complying with your agreement. You may only assign your agreement to another person with our prior approval.

2. Term of your Agreement

2.1 You agree that the term of this Agreement is the period specified in the Monitoring Term.

2.2 You have agreed that this Agreement will automatically renew for an additional twelve (12) month period at each renewal date until you or we provide notice of non-renewal at least one (1) month prior to the renewal date.

2.3 You agree that you will pay for all Services or any payments as described in the Product Payment Schedule.

2.4 Monitoring of your system will commence within five (5) days of installation.

3. Terminating your Agreement

3.1 You may end your Agreement in the following ways:

3.1.1 if we are in serious breach of your agreement; or

3.1.2 if you choose to do so, then the Charges you will have to pay us on termination of your agreement are set out in section 4.

3.2 We may end your Agreement or suspend your account if you have breached an important term of your agreement or a number of less important terms which together amounts to a serious breach and

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you have failed to rectify the breach after being given 7 days' notice of our intention to terminate your agreement.

4. Effect of your Agreement ending

4.1 When your Agreement ends you must pay all charges due, which may include remaining Product Instalment Plan payments and a Cancellation Fee.

5. Variations to your Agreement and Charges

5.1 Charges for some Optional Services are variable or valid for a fixed period. We will give you reasonable notice of any increase in charges and the date on which the new charges will take effect, so you can elect to cease subscribing for, or otherwise accessing, that element of the Services before that date.

5.2 We may impose or vary a fee or charge for products or services we supply to you under your Agreement where the fee or charge is a tax or other government charge imposed by law.

6. What we will provide to you

6.1 Once you are Commissioned, we will provide you with access to the Services throughout the Term from the date of this Agreement.

6.2 We will always try to make the Services available to you. However, there are inherent limitations involved in the supply of Services. Services are only available within the ISpy Network Coverage Area

Note there may be places where access to services is limited or unavailable. For more information about coverage see our coverage maps on www.isygps.com.au Before you enter into your agreement with us, you should be satisfied that the ISPY meets your Services requirements.

6.3 There may be situations where Services are not continuously available, or the quality is affected, for example:

6.3.1 when we need to perform any upgrading, maintenance or other work on the ISpy network or Services;

6.3.2 because of factors outside our control, such as the weather or interference caused by physical obstructions.

7. The System or Accessory

7.1 You must comply with all reasonable directions by us relating to the use of your System or Accessory.

7.2 If you purchase a System or Accessory directly from us, you enter into an agreement with us for the purchase of those goods. We will retain ownership in all goods purchased from us until you have paid for them in full.

7.3 You will be responsible for any System or Accessory as soon as they are delivered to you. If you damage or lose any goods before you have paid for them in full, you will still be required to pay us for the full price of those goods. You are responsible for arranging your own insurance for any System or Accessory.

7.4 If you purchase a System or Accessory from an authorised dealer other than us, you enter into an agreement with ISpy for the purchase of those goods. We acquire the right to collect payments and obtain title to Systems or Accessories purchased by you under a Product Instalment Plan.

7.5 If you are purchasing a System on a Product Instalment Plan; you agree that you will pay all instalment payments in accordance with the Product Instalment Plan.

7.6 If you purchase a System or Accessory from an authorised dealer other than us on a Product Instalment Plan, you agree to pay all instalment payments to us or the authorised dealer.

7.7 Optional to Clients Please tick the appropriate box You acknowledge that once a year, at a time to be determined by us, we will undertake a remote health check, alarm and functionality test on the installed system, at an agreed cost of \$75 plus GST charged to the customer's account. Upon completion of the test, we will supply you with a Monitoring and Compliance Certificate. Should the remote test fail a company representative will contact you to undertake a full alarm test, and arrange an infield service to check and repair the system. The cost of any such work will be at your expense, but will be discounted by the amount of the above service fee.

8. Response Procedures

8.1 Unless otherwise agreed, the following are steps we will take in the event of an Alarm Condition:

8.1.1 Where we receive an Alarm Condition, we will promptly attempt to contact you on the number provided by you to seek clarification of the purpose of the Alarm Condition and further instructions. If we are unable to contact you, we will attempt to contact your Alternate Contact. If we are unable to contact either party, we may then contact the relevant Emergency Services.

8.1.2 *Where you or any other person in your Location creates an Alarm Condition by way of hoax, or when such activation was manifestly unnecessary you will be liable for all costs of any third party because of the activation.*

8.1.3 You agree to appoint us as your Attorney to notify and confirm the Emergency Services, following an Alarm Condition.

9. Warranty

9.1 The performance, quality, workmanship and suitability of the System or Accessory may be subject to the manufacturer's specifications and warranty. The manufacturer's warranty is in addition to, and not in substitution for, your statutory rights relating to faulty or miss-described goods or services.

9.2 Unless otherwise stated in the manufacturer's warranty terms, the System or Accessory warranty is conditional upon:

9.2.1 the System or Accessory being installed by iSpy certified installers and operated, handled and repaired in accordance with its intended use;

9.2.2 the System or Accessory having been properly stored or maintained by you; and

9.2.3 no modification of the System or Accessory without our consent.

9.3 The System or Accessory warranty does not cover damage, tampering, malfunction or failure resulting from misuse, neglect, abuse, use for a purpose for which the System or Accessory was not designed or is not suited or normal wear and tear.

9.4 If the System or Accessory purchased by you is faulty or not functioning because you have misused it or because of wear and tear, it will be client's responsibility to arrange, at your cost, to have it repaired or replaced so you can continue to use the Services. (Monthly payments will continue)

10. Your Obligations

10.1 You must pay us all Charges for Services, Products and Product Instalment Plans, whether used by you or not. You will remain responsible for any payments for the duration of the Term of the Agreement, including any automatic renewals. You are liable to pay these Charges.

10.2 Credits on your Account are non-refundable, non-transferable and not redeemable for cash.

10.3 You will remain responsible for all Charges for Services and Product Instalment Plans until such time your agreement ends in accordance with Clause 2 of these Terms.

10.4 If you chose the Instalment Plan option you must pay with a valid credit card.

10.5 If you fail to pay your bill on time, you will be in breach of your agreement. If your bill is not paid by the due date, we will notify you and request payment immediately. If you fail to pay the overdue amount within a reasonable time, we can suspend your service. If we suspend your service in these circumstances, we will not re-Connect you until you pay us your outstanding Charges, including all fees for late payment and re-Connection. We may terminate your agreement if you continue not to pay your bills on time.

10.6 If we take legal or other collection action against you for non-payment of the Charges, we will require you to pay our reasonable costs and expenses (including legal costs) of taking that action plus interest calculated at a rate of 2% per annum above the National Australia Bank's corporate overdraft rate from time to time calculated on the daily balance of the unpaid amount from the due date until the date of payment in full.

10.7 If requested by us you must deliver to us any System or Accessory in full or partial settlement of any amount that you owe us and we will own that System or Accessory.

10.8 By applying for Services and any Product Instalment Plan, you undertake to provide your correct name, address and all other factual information and to advise us promptly of any change to your billing address. You agree that:

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10.8.1 if the Account is in a company name you as a director or sole trader will be responsible for the account, even where you have also nominated a business name, you have full contractual capacity to agree to the agreement and are able to pay the charges; or

10.8.2 If an Account is established in the name of a company, the person that has opened the account on behalf of the company is duly authorised to bind the company to the Agreement.

11. Complaints and Privacy Complaints

11.1 Your communications with Customer Service or any of our authorised dealers or sales agents must not be menacing, threatening, amount to harassment or otherwise be of an unacceptable nature.

11.2 If you are unhappy about any aspect of the Services, you may communicate this to us by contacting Customer Service during business hours. 1300 132 051 or email us at info@ispygps.com.au

11.3 Your application for Services and Product Instalment Plan may be subject to a credit assessment, verification of your personal details and an employment check. If we regard these checks as unsatisfactory, we will not enter into an agreement.

11.4 We may give information to a credit reporting agency this information includes your name, address and other details which identify the company and responsible persons; the fact that you have applied for credit and the amount; the fact that we are a current credit provider to you; payments that are more than 60 days overdue and for which debt collection action has started; cheques drawn or direct debit by you for \$50 or more which have been dishonoured more than once; information that in our opinion you have committed a serious credit infringement (that is, acted fraudulently or shown an intention not to comply with your credit obligations) and advice that payments are no longer overdue.

11.5 You agree that for the purpose of assessing your application we may obtain from a credit reporting agency, a credit report containing information about your personal creditworthiness. You also agree to us conducting a credit check in relation to your business or commercial activities (if any) or your commercial creditworthiness for your application. We can also conduct these credit checks for collecting any overdue payments.

11.6 We may send you information about Services and our products, including special promotions or offers, unless you ask us not to by contacting Customer Service.

11.7 You agree that we may use or disclose your information as required or authorised by law, or as required for emergency services, law enforcement and other approved purposes; whether the recipients of the information are in or outside Australia.

12. Our Intellectual Property Rights

12.1 The ISpy trademark and other related images, logos and names are proprietary marks licensed or owned by us.

13. Suspension of Services

13.1 We may Suspend your Account or any or all Services, as appropriate, if:

13.1.1 you have not paid the Charges on time;

13.1.2 you have breached an important term of your Agreement or a number of less important terms, and have failed to rectify the breach after being given 7 days' notice of our intention to Suspend;

13.1.3 you die or become bankrupt, insolvent or subject to a winding up order or similar insolvency event and we reasonably believe we are unlikely to receive payment for amounts you owe to us;

13.1.4 we have reasonable grounds to believe that your communications with Customer Service or any of our authorised dealers or sales agents have been menacing, threatening, amount to harassment or have otherwise been of an unacceptable nature;

13.1.5 we are unable to continue to provide the relevant Services because of an event outside our reasonable control.

14. Our liability to you

14.1 We have no liability to you for any loss of income, business or profits, for any loss resulting from theft, failure to receive an alert, or for any consequential loss sustained and arising out of or about your use of the Services or the System.

14.2 We are not liable for any loss or damage that was not reasonably foreseeable when you entered into the Agreement.

14.3 We are not liable for any loss or damage to the extent that it was caused by you, or to the extent that you have failed to take reasonable steps to minimise or prevent the loss.

15. Implied warranties and conditions

15.1 The Trade Practices Act 1974 (Cth) and the State fair trading laws imply warranties or conditions into contracts for the supply of goods or services. Where the products or Services we supply to you are not of a kind ordinarily acquired for personal, domestic or household use or consumption and it is fair or reasonable for us to do so, we limit our liability to you for a breach of these implied warranties or conditions, at our option to:

15.1.1 in the case of the supply of the System, the replacement of the system or supply of an equivalent system, the payment of the cost of replacing the system or acquiring an equivalent system, the payment of the cost of having the system repaired or the repair of the system; and

15.1.2 in the case of the supply of Services, the supply of the Services again or the payment of the cost of having the Services supplied again.

15.2 We will try to ensure the accuracy, quality and timely delivery of the Services. However, subject

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to sections 6 and 14:

15.2.1 we accept no responsibility and have no liability to you for any reliance on Services, or for any disruptions to, or any failures or delays in, Services; and

15.2.2 we do not make any representations as to, and have no liability to you in relation to, the accuracy, quality, currency, error-free nature of Services.

15.3 We will not be liable to you if we cannot carry out our obligations, or provide Services, because of an event beyond our reasonable control including, but not limited to, an explosion, natural disaster, earthquake, war or act of God.

16. Notices

16.1 We will send you information by the most appropriate of the following methods: directly communicating it to you in person, by mail using your most recent contact details given to us, by email if you have provided us with your email address or by a notice on your bill. Notices may also be displayed on our website www.ispygps.com.au

17. Other terms

17.1 Your agreement is governed by the Laws of Western Australia, and each party agrees to bring legal actions about, or under your agreement in the courts of Western Australia.

17.2 If you, or we, delay, or do not act, to enforce our respective rights under your agreement, this does not stop you or us from acting later.

17.3 If any of the terms in your agreement are not valid or legally enforceable, the other terms will not be affected.

17.4 We may assign or transfer our rights and obligations under your agreement to a party who agrees to continue complying with our obligations under your agreement. We will give you reasonable notice of any assignment.

18. Definitions

18.1 ISpy Coverage Area: The broad-spectrum radio network and other systems owned or operated by us, by which we make Services available to you.

18.2 Services: the services offered by us including but not limited to alarm monitoring and asset tracking, but excluding any Optional Services.

18.3 Accessory: any battery, battery charger, consumable item (items which are regularly replaced), software, or any other item that may be used with a System.

18.4 Account: all records about you, including your personal account information, your use of Services, your Charges and payments.

18.5 Cancellation Fee: will only apply if you have entered into a contract, the fee will be charged if we terminate the agreement due to your conduct or if you terminate the agreement within the Minimum

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Term of the said contract. This fee may cover (without limitation) your fixed periodic Charges for the Minimum Term, our administrative costs, costs incurred by us in Connecting and Disconnecting Services for you and our payments to authorised dealers.

18.6 Charges: the charges for access to, and use of, Services and Product Instalment Plans.

18.7 Connect: the procedure by which we give you access to Services. 'Reconnection' has corresponding meanings.

18.8 Customer Service: our service team who are available to help you with your queries. They can be contacted by calling **1300 132 051** or by emailing - info@ispy.com.au

18.9 Product Instalment Plan: an arrangement by us where you purchase a System or Accessory and pay for the System or Accessory by making periodic instalment payments to us in accordance with that arrangement.

18.9.1 Monitoring Term: The minimum fixed term for supply of Services.

18.9.2 Optional Services: any services (such as security patrol response) that are only available if requested by you and approved by us.

18.9.3 Suspension: the procedure by which we temporarily Disconnect your access to Services. 'Suspend' has a corresponding meaning.

