



SmarTrack® Global Fleet Management Solution

Terms and Conditions for the Use of SmarTrack Services

1. Acceptance of Terms and Conditions

- 1.1 This document sets out the terms and conditions (“**Standard Terms**”) under which RCT will provide the Subscription and the Services to the Customer (“**You**”) and the End Customer (where applicable).
- 1.2 When you accept the Quotation, issue a purchase order to RCT, pay the Subscription Fees, or use the Services, you will be deemed to have accepted the Standard Terms.
- 1.3 If you purchase the Subscription for use by the End Customer, you agree to procure the End Customer’s agreement to be bound by the Standard Terms. You must give a copy of the Standard Terms to the End Customer before the End Customer uses the Services.
- 1.4 If you (or the End Customer) do not agree to any of the Standard Terms, you must immediately cease to access or use the Services.

2. Binding Contract

- 2.1 The Quotation and the Standard Terms constitute the entire subscription agreement (“**Agreement**”) between you and RCT for the Subscription.
- 2.2 These Standard Terms apply in respect of the Subscription unless RCT agrees in writing to the contrary or RCT and you have executed a formal written contract that provides for different terms and conditions.
- 2.3 Any of your terms and conditions that you include in the Purchase Order (or in any other written communications to RCT) will be of no legal effect and do not form part of the Agreement.
- 2.4 RCT’s supply of the SmarTrack Systems to you or the End Customer is subject to RCT’s Standard Terms and Conditions of Supply (available on <https://rct-global.com/about/legal/>).

3. Subscription Term

- 3.1 The Subscription will commence on the Effective Date and continue for the Subscription Term, unless terminated earlier in accordance with the Agreement.
- 3.2 The Subscription Term will be for a minimum period of 6 months (or such other period as indicated in the Quotation).

4. Extensions of the initial Subscription Term

- 4.1 You can manage the Subscription Term using the Web Portal.
- 4.2 You may set up the Web Portal to provide an automatic notification (currently set at 60 days, 30 days or 7 days) to you prior to the expiry of the Subscription Term.
- 4.3 If you wish to renew the Subscription Term, you must contact RCT’s branch to initiate the renewal process at least 14 days before the expiry date. If necessary, RCT will provide a Quotation for the renewal term. You must issue a purchase order to RCT before the renewal term will take effect. The minimum renewal term is for a period of 6 months. If you do not renew the Subscription Term, your Subscription will automatically cease on the expiry date of the Subscription Term.
- 4.4 The Standard Terms will apply during the renewal term(s).

4.5 This clause 4 does not apply if you are on a Post-Paid Subscription Plan.

5. Post-Paid Arrangement

If you are on a Post-Paid Subscription Plan, the Subscription will continue on a month-to-month basis until either Party terminates the Subscription by giving at least 30 days written notice to the other Party.

6. Subscription Fees

6.1 In consideration for the Subscription, you will pay the Subscription Fees to RCT as follow:

- (a) The Subscription Fees for a Pre-Paid Subscription Plan must be paid before the due date specified in RCT's invoice and prior to the Effective Date;
- (b) The Subscription Fees for a Post-Paid Subscription Plan must be paid on or before the date specified in RCT's invoice (generally within 60 days from the end of the month in which the invoice was issued).

6.2 The Subscription Fees are payable in the currency stated in RCT's invoice.

6.3 The Subscription Fees excludes any applicable taxes (VAT, sales tax, GST etc).

7. Late Payments for Post-Paid Subscription Plan

7.1 If you do not pay the Subscription Fees in accordance with clause 6.1(b), RCT may do the following:

- (a) Immediately suspend your access to and use of the Services without notice;
- (b) Charge interest on the outstanding amount, accrued daily at the maximum rate as permitted under the law, from the date when the payment was due until the date of payment;
- (c) Terminate and permanently disconnect your Subscription for the particular SmarTrack System.

7.2 You indemnify RCT against any costs incurred by RCT in connection with your default in payment, including but not limited to legal costs on a full indemnity basis.

7.3 If you wish to resume access to the Services, you must pay all outstanding monies owing to RCT (including any interest or costs).

8. Your obligations

Your general obligations include the following:

- (a) You must only use the Web Portal for the sole purposes of managing the SmarTrack Systems within your business or for the End Customer;
- (b) You must not do anything or permit another person from doing anything which may undermine the security, integrity or functionality of the Web Portal or impair the ability of another third party to use the Web Portal;
- (c) You must not modify, copy, adapt, reproduce, disassemble, decompile or reverse engineer any computer programs used by RCT to deliver or to operate the Web Portal;
- (d) You must procure your personnel, the End Users and the End Customer to comply with this clause 8.

9. User Names and Passwords

- 9.1 RCT will provide the necessary support to enable you to create the Access Details for your personnel, the End Users and the End Customer who will be using the Web Portal.
- 9.2 You must keep your Access Details confidential and secure and must ensure your personnel the End Users and the End Customer comply with this clause.
- 9.3 RCT will not be responsible for any unauthorised access by third parties to the Web Portal using your Access Details.
- 9.4 If you suspect that your Access Details has been compromised, you must notify RCT immediately.
- 9.5 RCT may, at its sole discretion, delete a user account in any of the following situations:
- (a) If the user's email registered with the Web Portal is no longer in use or valid;
 - (b) If the user has not logged in to the Web Portal for more than 2 years (or a shorter period of time as RCT considers as prolonged inactivity);
 - (c) RCT identifies a security risk to the Web Portal and takes appropriate measures to mitigate the risk, including deleting those user accounts that may pose a security risk or the accounts may be vulnerable to the security risks.
- 9.6 RCT will not be liable for any loss, damage or cost that you incur due to the deletion of the user accounts under clause 9.5.

10. SIM Card

- 10.1 Generally, RCT will provide you with a SIM card for the SmarTrack System ("**SIM Card**"), to enable the SmarTrack System to be used with the Services. If the SIM Card is not supported in the region where the System is to be used, you will have to purchase a card that is available in the region, at your cost.
- 10.2 You must only use the SIM Card solely in conjunction with the SmarTrack System and the Services.
- 10.3 RCT owns the SIM Card and it will remain the property of RCT at all times.
- 10.4 You must immediately notify RCT if the SIM Card is lost, stolen or damaged. You may be charged a replacement fee for the SIM Card. You may be required to pay RCT if your lost or stolen SIM Card is used by another person.
- 10.5 RCT may request you to return the SIM Card at the end of the Subscription Term.
- 10.6 You must not use the data that is provided with the SIM Card for any purposes other than to enable you to use the SmarTrack System and the Services.

11. Transfer of a Subscription to another SmarTrack System

You may transfer an existing Subscription to another SmarTrack System that does not have a current subscription.

12. Ownership and Transmission of Fleet Data

- 12.1 You retain all your rights, title and interest and Intellectual Property Rights in and to the Fleet Data. No ownership interest in the Fleet Data is transferred by virtue of the Agreement.
- 12.2 You grant a non-exclusive and non-transferable royalty free licence to RCT (and to RCT's affiliates) to use the Fleet Data, as necessary to perform the Services and to use the Fleet Data

for RCT's business purposes including product development and improvement, product support, technical support, data analysis, incident investigation and any other uses concerning SmarTrack.

- 12.3 RCT is not responsible for your Fleet Data. You are responsible for the integrity, accuracy or reliability of your own Fleet Data.

13. Backup of Fleet Data

- 13.1 RCT will maintain backups of your Fleet Data regularly during the Subscription Term.
- 13.2 You may export or download the Fleet Data from the Web Portal at any time during the Subscription Term, using the Web Portal's then existing features and functionality, at no additional charge.

14. Data Protection

- 14.1 You agree to comply with your obligations under the Data Protection Laws at all times.
- 14.2 Our privacy policy (available at <https://rct-global.com/about/legal/>) sets out how RCT collects, handles, processes and stores the End Users' personal data. By using the Services, you acknowledge and accept RCT's privacy policy.
- 14.3 You agree to seek the written consents of the End Users whose Personal Data will be collected and/or processed by the SmarTrack Systems.
- 14.4 If and to the extent the GDPR applies to you, RCT will comply with its Processing obligations in respect of the Personal Data in accordance with the Data Processing Agreement (available at <https://rct-global.com/about/legal/>), which is incorporated into the Agreement.
- 14.5 You will indemnify and keep indemnified RCT against all losses, claims, damages, liabilities, fines, sanctions, interest, penalties, costs, charges, expenses, demands and legal and other professional costs (calculated on a full indemnity basis and in each case whether or not arising from any investigation by, or imposed by, a supervisory authority) arising out of or in connection with any breach by you of your obligations under this clause 14.
- 14.6 You consent to RCT's use of sub-processors to provide any aspect of the Services. RCT will ensure its sub-processors implement appropriate technical and organisational measures to ensure the protection of the Personal Data.

15. Intellectual Property Rights

- 15.1 You acknowledge that all Intellectual Property Rights in and to the Services and the Contents are owned by RCT (or licensed to RCT where applicable) and RCT retains all right, title and interest in and to the Intellectual Property Rights.
- 15.2 Nothing in the Agreement constitutes a transfer of any Intellectual Property Rights from RCT to you. This Agreement also does not grant you any rights to use RCT's trade marks, service marks, logos or domain names, whether for personal or commercial use.
- 15.3 While you have a valid Subscription for any of your SmarTrack Systems, RCT will grant you a non-exclusive, personal, worldwide, non-transferrable, non-assignable, revocable and limited license to use the Web Portal. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services, subject always to your compliance with the Agreement.

16. No warranties or representations

- 16.1 You understand and agree that the Services are provided on an "as is", "as available" basis and without warranty of any kind. To the extent permitted by law, RCT disclaims all warranties, conditions and representations (express, implied, oral, and written) with respect to the Services, including without limitation all express, implied, and statutory warranties and conditions of any

kind, such as merchantability, fitness or suitability for any purpose or quiet enjoyment. RCT specifically makes no representations or warranties, express or implied, regarding the operation, reliability or availability of the Services. RCT does not warrant that the Services will be uninterrupted, bug free, or error free in any or all circumstances. RCT disclaims all liability arising from your use of the Services and the security or performance of the Services. You agree that you use the Services at your sole risk.

- 16.2 RCT will make reasonable efforts to keep the Services in good working order and available to you during your operational hours. RCT may suspend or restrict the availability of all or any part of the Services for business and operational reasons (including for the purposes of maintenance, testing, upgrades, updates) or any other causes beyond our reasonable control. RCT will endeavour to give you reasonable notice of any suspension or temporary unavailability. RCT will not be responsible or liable to you for any such interference, disruption or inaccessibility to the Services.
- 16.3 RCT reserves the right at any time, to modify, disable or discontinue any aspect, function or feature of the Services for any reason that it deems fit, without any liability to you.
- 16.4 In the event of the Services and/or the SmarTrack System experience any technical issues, RCT may take any action that it deems necessary in order to keep the Services in good working order. If the actions affect the SmarTrack System, you agree to cooperate with RCT. RCT will endeavour to give notice to you. RCT will not be responsible or liable to you for any such interference, disruption or inaccessibility to the Services, SmarTrack System and/or the Fleet.
- 16.5 RCT does not warrant that the SmarTrack System that you or the End Customer had purchased in conjunction with the Subscription will be of merchantable quality, free from defects or in working condition for the duration of the Subscription Term. RCT's product warranty for the SmarTrack Systems will be subject to RCT's Standard Warranty (available at <https://rct-global.com/about/legal/>).

17. Service Limitations

- 17.1 The proper functioning of the Services and the availability of the full functionalities of the Services to you, are contingent upon the availability of a network connection and a reliable internet connection. For example, the modem in the SmarTrack System will require connection to the designated GSM network in order to be able to communicate and transmit the Fleet Data from the SmarTrack System to the Web Portal. If there is no network available at your site or is of poor quality, the Services will not be accessible to you or the Services may not work properly or optimally.
- 17.2 As RCT is not a network carrier or operator, RCT cannot guarantee the availability of the Services in the event your network is unavailable or is affected in any way. As the network at your site is provided by a third party ("**Network Supplier**"), RCT has no control over the Network Supplier or the availability of the network service. RCT will not be liable to you or the End Customer for any disruptions that you or the End Customer may experience as a result of the Network Supplier's act or omission.
- 17.3 The Services may also be affected by acts or decisions of the Network Supplier or the telecommunication regulator. This may include decisions to shut down or retire a particular network service or network ("**Network Closure**"). These acts and decisions are not within RCT's control. RCT will not be liable to you or the End Customer for any loss, damage, cost, expense or claim that you or the End Customer suffer or incur as a result of a Network Closure. In the event of a Network Closure, the SmarTrack Systems may not continue to work and you may be required to acquire a new SmarTrack System or upgraded equipment from RCT (for example, a new controller, new modem) in order that you may continue to use the SmarTrack Systems and the Services. The new SmarTrack System or upgraded equipment ("**Upgrades**") will be at your cost. If you do not wish to purchase the Upgrades, you may not be able to continue to use the SmarTrack Systems and/or the Services. In no event will RCT be liable to refund any part of the unused Subscription if you elect not to purchase the Upgrades. RCT does not warrant that the SmarTrack Systems that you or the End Customer had purchased will be fit-for-purpose in the event of a Network Closure.

- 17.4 You agree that the speed of transmission of the Fleet Data will depend on your (or the End Customer's) network. You acknowledge that the speed of transmission may depend on factors such as network coverage network traffic, signal strength at the relevant location, and may also depend on the then capabilities and specifications of the SmarTrack Systems. RCT will not be liable to you or the End Customer for slow speeds of transmission or delays in transmission.

18. Viruses

- 18.1 RCT does not guarantee that the Web Portal will be secure or free from bugs or viruses or any other type of malicious code or software.
- 18.2 RCT will use commercially reasonable efforts and in accordance with industry practices, to ensure the Web Portal does not contain malicious viruses.

19. Limitation of liability

- 19.1 Subject to any warranties which are implied by law and cannot otherwise be excluded, RCT excludes all other warranties, conditions or guarantees in connection with the Agreement or RCT's supply of the Services.
- 19.2 In no event will RCT, its affiliates, officers, directors, employees, agents or service providers be liable for any loss or damage of any kind, arising out of or in connection with your use of, inability to use the Services, the unavailability of the Services, destruction or loss of the Fleet Data, unauthorised use or access to the Fleet Data, or for any other claim related in any way to your use of the Services.
- 19.3 Under no circumstances will RCT be liable to you for any indirect or consequential loss, including loss of revenue, loss of profits, loss of business or anticipated savings, loss of use of the Services or your Fleet, damage to your Fleet, destruction or loss of the Fleet Data, unauthorised use or access to the Fleet Data, even if RCT has been informed of the possibility of such losses or damages. You indemnify and will keep RCT indemnified from and against any loss, damage, claims, actions and legal costs, arising from any use of the Services (by you and the End Customer) that contravenes this Agreement.
- 19.4 If you are dissatisfied with the Services, you agree that your sole and exclusive remedy is to cease to use the Services (or that part of the Services that you consider to be unsatisfactory).
- 19.5 To the extent RCT's liability cannot be excluded under clause 19.1, RCT's liability will be limited, at its option, to one or more of the following
- (a) re-supply of the Services to you;
 - (b) restore the Services.
- 19.6 In the event that, notwithstanding the foregoing disclaimers, RCT is found to be liable to you for any reason whatsoever, RCT's liability will be capped to the amount of Subscription Fees attributable to the six (6) months immediately preceding the occurrence of the deficient or non-complying Services.

20. Indemnity

You agree to defend, indemnify and hold RCT, its affiliates, service providers, and each of their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns, harmless from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable legal fees) arising out of or relating to any breach of the Agreement or breach of RCT's end user licence agreement in relation to the Web Portal, by you, the End User or the End Customer.

21. Termination

- 21.1 Under a Pre-Paid Subscription Plan, you cannot terminate the Subscription for convenience during the Subscription Term as the Subscription Fees had been priced on the basis of a fixed term. If you do not wish to continue using the Subscription or the Services at any time during the Subscription Term, you will not receive any refund of the Subscription Fees.
- 21.2 If you are on a Post-Paid Subscription Plan, you may terminate the Subscription by giving at least 30 days written notice to RCT. Any Subscription Fees that you had paid prior to termination will not be refunded. You will remain liable to RCT for any outstanding Subscription Fees prior to the termination.
- 21.3 RCT may terminate the Agreement by giving you 21 days' written notice if you, the End Customer or the End User have breached a term of the Agreement and failed to remedy the breach within the time stipulated by RCT.
- 21.4 RCT may terminate the Agreement immediately if:
- (a) you or the End Customer experience an Insolvency Event or an Insolvency Event affecting you (or the End Customer) is in RCT's sole opinion reasonably expected to occur;
 - (b) you or the End Customer cease or threaten to cease conduct of your business in the normal course.
- 21.5 Upon termination or expiry of the Agreement:
- (a) The Subscription will cease (the SmarTrack System will continue to work but with no access to the Services);
 - (b) You and the End Customer (if applicable) will have ninety (90) days from the date of termination or expiry to download or make a backup copy of the Fleet Data;
 - (c) You must pay any outstanding Subscription Fees to RCT.

22. End of Subscription

- 22.1 In accordance with clause 21.5(b), RCT will delete the Fleet Data from the Web Portal and the SIM Card will be cancelled 90 days after the termination or expiry of the Subscription.
- 22.2 If you wish to reconnect the Services for the SmarTrack System, you must:
- (a) purchase and install a new SIM card at your cost;
 - (b) pay the Subscription Fee for the new Subscription Term;
- 22.3 The reactivated SmarTrack System will be a new system and it will generate fresh Fleet Data (i.e. the previous Fleet Data associated with the prior Subscription will not be available).
- 22.4 The Standard Terms will govern your use of the Services for the reactivated SmarTrack System.

23. Data retention

- 23.1 Your Fleet Data will be maintained by RCT during the Subscription Term.
- 23.2 RCT will delete the Fleet Data three months after the expiry or termination of this Agreement. You are responsible for backing up and keeping a copy of the Fleet Data.

- 23.3 If you wish to access the Fleet Data after the expiry or termination of the Agreement, you may make a request to RCT. If the Fleet Data is still available to RCT, RCT may make the data available to you for a fee.

24. Confidentiality

- 24.1 A Party that receives the other Party's confidential information in the course of this Agreement must not disclose the information to a third party or copy, modify or use the confidential information other than for the purposes of the Agreement, unless the disclosing party has given its prior written consent.
- 24.2 Clause 24.1 does not apply in the following circumstances:
- (a) The confidential information is in the public domain (other than by reason of the receiving party's breach of confidentiality);
 - (b) The disclosure is required by law;
 - (c) The disclosure is to the receiving party's employees or contractors as is reasonably necessary in connection with this Agreement; or
 - (d) The disclosure is made to the receiving party's professional advisers.

25. Force Majeure

- 25.1 RCT is not liable for failure to perform the Agreement during the time and to the extent that such performance is prevented, wholly or substantially, by Force Majeure.
- 25.2 In the event that RCT experiences a Force Majeure event, RCT will notify you in writing of the event and the cause. RCT will use reasonable efforts to continue to provide the Services to the extent it is able to do so, and to minimise the effect of the Force Majeure event on you (or the End Customer).
- 25.3 Either Party may terminate the Agreement by giving a written notice to the other Party if a Force Majeure event continues for more than 60 days. The Party that experiences the Force Majeure is not liable to the other Party as a result of a Force Majeure event or the termination of the Agreement.

26. Dispute Resolution

- 26.1 The Parties agree to comply with this clause 26 before commencing any court proceedings (except proceedings for urgent interlocutory relief) in relation to a dispute arising from the Agreement.
- 26.2 A Party claiming a dispute has arisen must give the other Party a written notice setting out the details of the dispute.
- 26.3 During the thirty (30) days after a notice is given under clause 26.2 (or longer period as agreed by Parties in writing), each Party must act in good faith towards each other and use reasonable efforts to resolve the dispute.
- 26.4 If the dispute is not resolved within the time stipulated in clause 26.3, the dispute must be referred to mediation.
- 26.5 The Parties may agree on the appointment of a mediator. If the Parties cannot agree on the mediator, either Party may seek assistance from an appropriate body regulating mediators or a law society in Western Australia, to appoint a mediator. The appointment of the mediator will be final and binding on both Parties.
- 26.6 The cost of the mediation will be shared equally between the Parties.

- 26.7 If the dispute is not resolved within 30 days (or such longer period as agreed by the Parties) from the date of the appointment of the mediator, either Party may at any time commence litigation proceedings in respect of the dispute.

27. Governing law

- 27.1 The Parties agree that the Agreement will be governed by and construed in accordance with the laws of Western Australia.
- 27.2 The Parties submit to the non-exclusive jurisdiction of the courts of Western Australia and any courts, which may hear appeals from those courts in respect of any proceedings in connection with the Agreement.

28. General

28.1 Notices

- (a) Any notice required under the Agreement must be in writing and must be sent to the other Party's registered address. The notice must be given by delivering the notice personally, by registered mail or by electronic mail to the other Party's Representative. A copy of the RCT's notice must be emailed to RCT's Legal Counsel (legal@rct-global.com; contracts@rct-global.com).
- (b) Subject to clause 28.1(c), a notice given in accordance with clause 28.1(a) is taken to be received by the recipient as follows:
- (i) in the case of delivery by hand, on delivery;
 - (ii) in the case of prepaid post sent to an address in another country, on the tenth day after posting by airmail;
 - (iii) in the case of electronic mail (email), at the time the email was sent, provided the sender did not receive any notification (within 24 hours from the time the email was sent) that the email was not successfully delivered.
- (c) If the notice is taken to be received on a day that is not a Business Day or after 5.00 pm on a Business Day, the notice is taken to be received at 9.00 am on the next Business Day.

28.1 Severability

In the event that any provision of the Agreement is declared invalid or unenforceable by any court or body of competent jurisdiction or under any law, regulation or order that may be applied to the Agreement as well as for any other reason, such provision shall be void and unenforceable only in this respect and the validity and enforceability of any other provision of the Agreement shall not be affected.

28.2 Updates to the Standard Terms

RCT may vary or update the Standard Terms from time to time. RCT will post the updated Standard Terms on its website and/or the Web Portal. The updated Standard Terms will be effective as of the time it is posted on RCT's website. Your continued access to, or use of the Services, will constitute your acceptance of the updated Standard Terms.

28.3 Entire Agreement

The Agreement constitutes the entire agreement and understanding of the Parties, and supersedes all prior negotiations, understanding and representations, whether written or oral, of the Parties with respect to the subject matter of the Agreement.

28.4 Waiver

The waiver by a Party at any time, for non-compliance by the other Party with a provision of the Agreement, shall not be construed as a waiver by such Party.

28.5 Further Assurances

Each Party must do all things, and must ensure that its officers, employees or representatives do all things reasonably required of it or them by notice from another Party effectively to carry out and give full effect to the Agreement and the rights and obligations of the Parties.

28.6 No reliance

No Party has relied on any statement, representation, assurance or warranty made or given by any other Party, except as expressly set out in the Agreement.

29. Definitions and Interpretation

29.1 Definitions

For the purposes of the Agreement, the following terms in this document have the meanings below:

Access Details means account name, username and password for access to the Web Portal.

Agreement has the meaning given to it in clause 2.1.

Business Day mean a day which is not a Saturday, Sunday or a public holiday in the place where the recipient of the notice under clause 28.1 is located.

Contents mean all Intellectual Property Rights embodied in the Web Portal, including but not limited to all graphics, photographs, images, audio, video, logos and other multimedia and text.

Customer means the customer stated in the Quotation or the customer stated in the purchase order to RCT.

Data Protection Laws means any law, statute, legislation or regulation relating to the protection of an individual's personal data, including but not limited to the GDPR (where applicable).

Effective Date means the date when the SmarTrack System becomes operational.

End Customer means the end customer who uses the SmarTrack Systems.

End User means a person (an individual) who accesses or uses the SmarTrack System and/or the Services (e.g. an operator, manager).

Fleet means any of your plant and equipment (example, forklifts) that is equipped with the SmarTrack System.

Fleet Data means the data collected, generated, compiled, stored or used by the SmarTrack System, which may include information relating to an identifiable Fleet or operator, operator's behaviour and the Fleet's performance such as geographical location of the Fleet, trip information, battery warnings, speed, seat belt warning, incident reporting, load monitoring.

Fleet Management System means RCT's SmarTrack Global fleet management system, comprising the SmarTrack System and the Services.

Force Majeure means any cause, event or circumstance beyond RCT's reasonable control, which affects RCT's performance of its obligations under the Agreement or provide the Services, including but not limited to acts of God, government action, sanctions or embargo-related matters, cyber attacks, outages, technical issues, communications or network breakdowns or disruptions.

GDPR means the European Union's General Data Protection Regulations enacted on or around 25 May 2018, as updated or amended from time to time.

Insolvency Event means any of the following events:

- (a) voluntary administration;

- (b) any winding up or dissolution proceedings
- (c) failure to pay debts when they fall due; or
- (d) receivership.

Intellectual Property Rights means all copyright and analogous rights, all rights in relation to patents, inventions, registered and unregistered trademarks, registered designs, source code, Confidential Information (including trade secrets), know-how, circuit layouts and all other rights throughout the world resulting from intellectual activity in the industrial, scientific or artistic fields.

Party means you or RCT (as the case may be).

Personal Data means any information that is deemed “personal data” or “personal information” (or any analogous terms) under applicable data protection laws, that are collected by the SmarTrack System or the Web Portal.

Post-Paid Subscription Plan means a subscription that operates from month-to-month and you pay the Subscription Fees to RCT on a monthly basis (or another frequency as agreed by RCT).

Pre-Paid Subscription Plan means a subscription where you pay the Subscription Fees (in full) upfront to RCT prior to the Effective Date.

Process or Processing means any operation or set of operations which is performed on the Personal Data or on sets of the Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

Quotation means RCT’s offer to supply the SmarTrack System and the Subscription to you.

RCT means Remote Control Technologies Pty Ltd (ACN 009 343 195).

Services means the provision of the Telematics Service, the Support Service for the SmarTrack System and use of the Web Portal.

Subscription means a subscription under which access is granted to the Services for the SmarTrack System for the Subscription Term, upon your purchase of Pre-Paid Subscription Plan or a Post-Paid Subscription Plan.

Subscription Fees means the fees payable to RCT under the Pre-Paid Subscription Plan or Post-Paid Subscription Plan (as the case may be).

SmarTrack System means the SmarTrack Fleet Management equipment that you purchase or lease from RCT, as specified in the Quotation or under the relevant purchase order.

Telematic Service means the telematic service to enable you to monitor, manage and control the Fleet, by transmitting the Fleet Data from the SmarTrack System to the Web Portal, Processing and displaying the Fleet Data on the Web Portal.

Support Service means any support (technical or user support) that RCT may provide to the Customer on the Customer’s request during the Term, to enable the Customer to use the Services.

Subscription Term means the initial fixed term indicated in the Quotation (as varied by the Customer’s purchase order) for the provision of the Services for the SmarTrack System, including any further terms under clause 3.

Web Portal means the web portal or domain where RCT hosts the online Fleet Management System (currently <https://Smartrackglobal.com/>).

29.2 Interpretation

In the Agreement, unless the context indicates a contrary intention:

- (a) Headings are for convenience only and do not affect the interpretation of the Agreement;
- (b) An obligation or a liability assumed by, or a right conferred on, 2 or more persons binds or benefits them jointly and severally;

- (c) A reference to a document (including the Agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (d) A reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re enactments and replacements;
- (e) A reference to “you” will include the End Customer and/or the End User, where the context requires;
- (f) A word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- (g) If a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (h) “includes” in any form is not a word of limitation;
- (i) The currency for the purposes of the Agreement will be specified in the Quotation;
- (j) If any act is required to be performed under the Agreement by a party on or by a specified day and the act is performed after 5.00 pm on that day, the act is deemed to be performed on the next day;
- (k) No provision of the Agreement will be construed adversely to a party because that party was responsible for the preparation of that provision or the Agreement;
- (l) A reference to a month is to be interpreted as a calendar month.