

Email Legal Notice

1. Applicability

Gridtraq Australia Pty Ltd (GRIDTRAQ) offers telematics solutions that are designed for both passenger and commercial vehicles, offering state-of-the-art security, self-monitoring and tracking, vehicle engine diagnostic and CAN BUS functionality, with online access. GRIDTRAQ is registered in and subject to the law of Victoria, Australia.

Email is an integral part of GRIDTRAQ business and an important means of communicating with clients, service providers and third parties.

2. Purpose

The purpose of this Email Legal Notice is to regulate the use and receipt of email to and from GRIDTRAQ in accordance with the Electronic Transactions (Victoria) Act 2000.

3. Scope

Emails, attachments to emails and links within emails are collectively referred to as 'email' in this Email Legal Notice.

4. Receipt of Email from GRIDTRAQ

Email from GRIDTRAQ is intended for named recipients only. Persons copied are also named recipients. Any other persons in receipt of email from GRIDTRAQ are unauthorised recipients of GRIDTRAQ email. As an authorised recipient, You agree to receiving communications electronically.

5. Confidentiality and Privilege of GRIDTRAQ Email

GRIDTRAQ email may contain confidential and/or privileged information. Any dissemination, distribution or copying by persons other than the intended recipient(s) is prohibited. If You are an unauthorised recipient, kindly:

- Notify the sender if the sender is an GRIDTRAQ representative; or
- Notify GRIDTRAQ at support@gridtraqcentral.com.au if the sender is a third party.

If You are an unauthorised recipient please destroy all email in electronic and hard copy format which You have received as an unauthorised recipient and/or have printed without authority.

6. Access, Monitoring and Interception

To comply with law and in line with international standards and best practice relating to the use of information technology in its business activities GRIDTRAQ monitors and intercepts live communications such as email (blocking, filtering, scanning etc). Where necessary to manage business risk and if required by law, GRIDTRAQ will also access static information created, received, communicated and stored by it as part of its business and in the pursuit of its legal obligations.

7. Privacy

As a result of GRIDTRAQ's practice of monitoring and intercepting live email communications (and the nature of the GRIDTRAQ services), users can have no expectation of privacy with respect to email communication to and from GRIDTRAQ. If You do not agree to this limitation of Your possible right to privacy, You should not communicate with GRIDTRAQ via email. Please see also Our Website Terms and Conditions of Use and Privacy Policy which are notices related to the Email Legal Notice.

8. Warrantees and Representations

No warranties are made or implied that any employee or contractor of GRIDTRAQ is or was authorised to create and/or send email on behalf of GRIDTRAQ.

9. Unauthorised Use of GRIDTRAQ Email Systems

GRIDTRAQ regulates its internal environment in accordance with Australian law and administrative, technical and physical controls. In the event that these controls, which include rules on the acceptable use of email are contravened by users, the users themselves will be liable. GRIDTRAQ directors and management shall not accept liability arising from such contravention.

10. Damages Arising from Email from GRIDTRAQ

Email technologies and the use of related telecommunication systems and networks expose GRIDTRAQ to dynamic security and business risk. GRIDTRAQ manages this risk in accordance with Australian law and through its policies, procedures and guidelines to prevent unauthorised access to or abuse of its systems and networks. While GRIDTRAQ is committed to a reasonable standard care and diligence, GRIDTRAQ cannot and will not be liable for damages arising from the use of email which are beyond its control.

11. Dispatch and Receipt of Email

In accordance with the Electronic Transactions (Victoria) Act 2000, senders of email addressed to GRIDTRAQ agree that email is deemed received by GRIDTRAQ only when receipt is confirmed orally or in writing. Email from GRIDTRAQ will be deemed dispatched as and when reflected in the GRIDTRAQ mail server logs. For all purposes, the place of dispatch and receipt of email from and to GRIDTRAQ shall be Melbourne, Victoria, Australia.

12. Requirements for Valid Agreements

It is GRIDTRAQ policy that no binding agreements will be entered into through the use of email. Any offers made or received via email will be regarded merely as part of the process of negotiation. The conclusion of agreements negotiated by email must be reduced to writing, printed on paper and signed by hand with ink.

13. Skill, Diligence, Care

GRIDTRAQ will exercise reasonable skill, diligence and care as may reasonably be expected in the use of email by a similar service provider.

14. Company Information

Business Name	Gridtraq Australia Pty Ltd
Physical address and the address for receipt of legal service of documents	Unit 33, Brooklyn Business Park, 650 Geelong Road, Brooklyn, Victoria, Australia, 3012
Postal address	Unit 33, Brooklyn Business Park, 650 Geelong Road, Brooklyn, Victoria, Australia, 3012
Phone numbers	1300 GRIDTRAQ
Website address	http://www.gridtraq.com
Email address	support@gridtraqcentral.com.au
ABN	95 764 527 278