

## **CONNECTED FROM THE NRMA TERMS AND CONDITIONS – UPDATED 13 JULY 2017**

These terms and conditions ("Terms") apply to the provision of Connected from the NRMA Services by the National Roads and Motorists' Association Limited (referred to as "NRMA", "we" or "us") to users of any Connected devices installed by or on behalf of NRMA.

It is a condition of our providing the Connected from the NRMA Service that you accept these Terms. These Terms and those appearing on our website at [www.mynrma.com.au/business](http://www.mynrma.com.au/business) and together with the Proposal Document, form the entire statement of the contract between us. These Terms are legally binding on you and us.

### **How to contact us:**

By phone on 1300 318 679 or email at [connectedsupport@mynrma.com.au](mailto:connectedsupport@mynrma.com.au)

### **NRMA Group Privacy Policy**

NRMA collects, uses and discloses your personal information in accordance with NRMA's Privacy Policy, which is available at [www.mynrma.com.au/privacy-policy.htm](http://www.mynrma.com.au/privacy-policy.htm)

## **1. VEHICLE ELIGIBILITY**

To use the Connected from the NRMA Service, your Vehicle must be fitted with a Connected device. If you do not arrange for the Connected device to be installed in accordance with the "Installation" terms below, you will no longer be eligible for Connected from the NRMA Service and we will cancel this service.

You must provide a valid mobile telephone number and email address and have the ability to access the internet throughout the period of Connected from the NRMA services.

You must ensure that the registered owner and/or anyone with an interest in the Vehicle, for example a finance company or leasing company, has agreed that the Connected device can be installed in the Vehicle.

You must check the terms of any manufacturer or dealer warranty you have for your Vehicle and ensure this will not be impacted by having the Connected device fitted. NRMA takes no responsibility in this regard.

You must download and install the App for some of the Connected from the NRMA Services to work. Currently this is only available on iOS enabled smartphone devices. Please contact us to check availability on Android devices.

To gain the full benefit of Connected from the NRMA Services for each vehicle in your Fleet, you will need provide us with the following:

- Vehicle Identification Number (VIN);
- Make, model and year of manufacture of Vehicle;
- Vehicle registration number;
- Current odometer reading;
- RMS Vehicle renewal dates;
- Servicing information (your last service date, next service date and/or your service interval, whether mileage or time based); and
- Insurance renewal date

## **2. CONNECTED DEVICE INSTALLATION**

You must make the Vehicle available to us for the Connected device to be installed to be eligible for, and receive, Connected from the NRMA Services.

The Connected device must be fitted by an NRMA approved installer. The approved installer may take photographs of your Vehicle as part of the installation and quality assurance processes.

We may request that you provide us with your driving licence or some other form of identification at the installation appointment so we can identify you prior to installing the Connected device in the Vehicle/s.

If you do not attend at the arranged time, we will need to re-arrange the booking. If you repeatedly miss or cancel your appointments, we reserve the right to cancel Connected from the NRMA Service.

We will try to install the Connected device at a time and location of your choice but may not always be able to. If we cannot install the Connected device due to our inability to complete installation as expected or other technical difficulties, we reserve the right to cancel the supply of Connected from the NRMA Service to you.

### **Installation and Use of the Products and Connected from the NRMA Service**

The Products and Connected from the NRMA Service are intended for use within the Australian Capital Territory and New South Wales only.

You acknowledge that:

- an inherent function of the Connected device and Connected from the NRMA Service is the automatic collection of data about the operation of the Vehicle into which the Connected device has been installed, including geographical tracking of that motor vehicle;
- for the purposes of section 9(1) of the *Surveillance Devices Act 2007* (NSW) or similar legislation in any other State or territory, you give your explicit consent to NRMA installing, using and maintaining the Connected device in each Vehicle and operating the Connected from the NRMA Service, so as to determine the geographical location of that Vehicle at any time and without further notice to the driver of the Vehicle;
- you and those parties you allow to use the Products and Connected from the NRMA Service are solely responsible for giving notice to any user of a Vehicle that data about the operation of that Vehicle, including geographical tracking data, will be collected at any time, and you must obtain any necessary consent (including for the purposes of section 9(1) of the *Surveillance Devices Act 2007* (NSW) or similar legislation in any other State or territory) from the users of those devices or assets or Vehicle where the Connected devices are installed and must not use the Products or Connected from the NRMA Service to illegally track or monitor any person or Vehicle without such consent; and
- if you are an employer and make a Vehicle available to any employee, you are solely responsible for ensuring that you have given all notice to that employee required under applicable legislation, including:
  - as required by section 13 of the *Workplace Privacy Act 2011* (ACT) and section 10 of the *Workplace Surveillance Act 2005* (NSW) or similar legislation in any other State or territory; and
  - any specific notice indicating that the vehicle is the subject of tracking surveillance, including as required under section 17 of the *Workplace Privacy Act 2011* (ACT) and section 13 of the *Workplace Surveillance Act 2005* (NSW).

You must use the Products and Connected from the NRMA Service strictly in accordance with any instructions provided by NRMA as to use, the Privacy Act and all other applicable Commonwealth or State law, Acts or regulations.

You must also ensure that all other persons using the Products and Connected from the NRMA Service operate in accordance with the Privacy Act and any other applicable Commonwealth or State law, Act or Regulation and any instructions provided by NRMA as to use.

You must keep your Login Information secure and confidential. Unless expressly permitted by these Terms, or otherwise authorised in writing, you must not share your Login Information with any person.

In using the Products or Connected from the NRMA Service, you must not engage or attempt to engage in any activities that:

- use any Products other than in conjunction with the Connected from the NRMA Service, or copy, modify, reverse engineer or decompile the Connected devices, Products or any software used or accessed or accessible via the Connected from the NRMA Service or any part of the same (save to the extent expressly permitted by law) nor allow any other third party to do the same;
- violate the rights of any third party (including, without limitation abusing, stalking, threatening or otherwise, infringement of copyright, trademark, or other intellectual property right, misappropriation of trade secrets, confidential information, electronic fraud or invasion of privacy); or
- interfere with or disrupt any other third parties (including other users of the Connected from the NRMA Service), equipment, functions, features, the Products, or Connected from the NRMA Service.

### **Changing your Vehicle / removal of the Connected device**

If you change, transfer, sell or dispose of your Vehicle or any Vehicle in the Fleet, you must contact us as soon as possible, and in any event before you give up ownership or control of the Vehicle in the Fleet. We will either arrange for the Connected device to be removed, or de-activated. We will then need to arrange a time with you to install a new Connected device in your new or replacement Vehicle. The Connected device will not operate in a new vehicle without the NRMA completing the installation and associated telephony linking processes. Until we re-install the Connected device, we will not be able to provide the Connected from the NRMA Services.

If you remove the Connected device yourself you will be responsible for any damage to your Vehicle or the Connected device.

You acknowledge that if you sell or dispose of a Vehicle without first arranging for the device to be removed, or without giving notice of such sale or disposal to NRMA:

- NRMA will have no way of knowing that the Vehicle has ceased to be owned or operated by you;
- you must receive the consent in writing of the acquirer of the Vehicle to the continuing presence, use and maintenance of the Connected device in that Vehicle;
- you must deliver a copy of such consent in writing to NRMA as soon as possible; and
- any failure by you to receive consent to the continuing presence, use and maintenance of the Connected device in that Vehicle may give rise to you having a personal liability at law, including under section 9(1) of the *Surveillance Devices Act 2007* (NSW) or similar legislation in any other State or territory.

### **3. SUBSCRIPTION CONSIDERATION**

Your Subscription to the Connected from the NRMA Service will be for a minimum period of 12 months from the date of installation of the Connected device (**Subscription Period**). The payment terms of the Subscription Period are outlined in the offer made by the NRMA in the Application Form. These payment terms include a monthly fee payable per Subscription per month, paid via direct debit.

If you do not wish to continue with the Connected from the NRMA Service for any reason, for some or all of your subscriptions during the Subscription Period, the remaining amounts payable for that Subscription up to and including the end of the Subscription Period are payable to NRMA in a one-off cancellation fee payment.

In consideration for the installation of the Connected devices into your vehicles, you are responsible for the Products once delivered and installed by us.

### **4. CONNECTED FROM THE NRMA SERVICES**

#### **Your entitlements**

The Proposal Document is an offer to use and subscribe to the Connected from the NRMA Service, which when completed and accepted by you, will be subject to these Terms.

Each Subscription grants you a non-exclusive and non-transferable right to use the Connected from the NRMA Service and Connected device, only for the purpose of collecting Vehicle Data and for tracking and tracing the Fleet and for reporting, planning and messaging purposes.

The supply of Connected devices is subject to the condition that Products must only be used in conjunction with the Connected from the NRMA Service, and in no other way and for no other purpose.

#### **The Connected device**

If the Connected device detects a fault code that is transmitted to us, we will analyse it. If the fault code detected is one that in our reasonable opinion requires attention, you will receive a notification, via the App and/or phone call

The fault code will not be transmitted whilst your engine is running so you may not receive a notification until you have completed your journey.

If you receive a fault notification on the App, where possible, we will try to let you know whether the fault needs attention, and if so what action to take, but you acknowledge and agree that:

- The Connected device will not detect every fault with the Vehicle;
- Fault codes may be inaccurate, or may not fully describe a fault;
- NRMA does not warrant that you will be notified of a fault code within any time period, or early enough to avoid or limit loss or damage arising from the fault;
- The Connected device will only transmit a fault it detects if there is an adequate and appropriate cellular mobile data connection available, including a minimum 3G mobile signal; and
- Fault codes are often generic and may only give us an indication of the fault, not diagnose the exact problem.

The absence of a fault notification does not mean that your Vehicle is road legal, safe to drive, or that it will not break down.

The Connected from the NRMA Services does not replace the need for you to maintain your Vehicle and follow your Vehicle manufacturer's guidelines and handbook. You acknowledge that NRMA accepts no liability for any loss or damage suffered by you or any other person arising from any failure by you to maintain your Vehicle in the manner prescribed by the Vehicle manufacturer, and otherwise in the manner of a responsible owner or operator of a Vehicle intended for use on public roads.

### **SIM Cards**

NRMA will provide you with SIM cards that are inserted in each Connected device that you are licensed to use in connection with the Connected from the NRMA Service, and you must only use the SIM card:

- in combination with the Connected devices; and
- for the transmission of Vehicle Data between the Fleet and the Portal.

The ownership of SIM cards provided by NRMA remains with NRMA.

### **Telephone Technical Services**

We will provide you with a telephone-based technical advice line during the Operating Hours.

If you receive a notification, Vehicle fault alert, or have any query about the services we provide you under the Connected from the NRMA Services, please call us on 1300 318 679.

In addition, if we detect a fault code that indicates your Vehicle may break down, we will make reasonable commercial efforts to call you during the Operating Hours on the telephone number you provided us to advise of the fault code, and/or make a suggestion to you of what action to take in response to that fault code.

### **Connected App**

Providing you have installed the Connected from the NRMA App and have an internet connection on your compatible smartphone device, you can see the following information to help you monitor your Vehicle:

- When your next Vehicle service is due.
- When your Vehicle registration and CTP is next due;
- Your current mileage; and
- Battery health indicator.

Not all of the following Vehicle information, or features of the App are automatically available. You may need to set these up and/or enter some of this information yourself at first use:

### **Vehicle fault alerts**

At any time, within the App you will be able to see which fault codes, if any, have been detected and transmitted by your Connected device over the preceding 30 days.

We will let you know what the fault codes are, and where possible, advise what they mean and our suggestion of how to respond to the fault code in plain English, by means of your App. If we cannot provide you with or you do not understand an explanation of the fault code on your App, please call us on 1300 318 679. We will talk you through the fault code and suggest to you a suitable response you can make to the fault code.

### **Journey Recording**

Your Connected device will record how your Vehicle is used. By recording information such as your Vehicle's location, speed, mileage, acceleration / deceleration you will be able to:

- See where your Vehicle has been;
- Assign business or personal journeys to manage your mileage and retain records which may assist you to compile journey histories for financial or taxation compliance purposes;
- View key journey information such as date, start and end location, distance and time; and
- Find your Vehicle's last known location.

We can use your Connected device to try to determine the location of your Vehicle:

- providing you with help and advice on what to do;
- arranging for your Vehicle to be recovered; and

- arranging for your Vehicle to be repaired at an NRMA car servicing outlet.

### **Driver Score**

By looking at driving style, the type of roads travelled on, Vehicle speed, acceleration / deceleration, we will be able to give a driving score in respect of each Vehicle. You can set Vehicle targets on the App. If a driving target is not achieved, we will send you an alert.

To clarify, NRMA only collects data, and generates driving scores, in respect of Vehicles, and will not associate data it accumulates about a Vehicle (including driving targets) with any person. You acknowledge that you are solely responsible for associating any Vehicle usage data with any individual driver, and to the extent any such association gives rise to any personal information (as that term is defined in the Privacy Act), you are solely responsible for ensuring that your collection and use of such personal information complies with the requirements of the Australian Privacy Principles (as specified in the Privacy Act).

## **5. DATA COLLECTION AND USE OF DATA**

### **Notifications about Connected device**

It is very important that you read this section so that you understand how we, our agents and service partners will use the information provided by you and collected by the Connected device.

We and our agents and services partners will process your information in accordance with the Privacy Act. By proceeding with Connected from the NRMA Services, you are consenting to Data being collected by the Connected device.

Nothing in this clause 5 limits the application and effect of the NRMA Group Privacy Policy.

You must give notice to any person who drives the Vehicle so they are aware that a Connected device has been installed and that their journey will be monitored and data collected.

You must ensure that a car label stating that the Vehicle is fitted with the Connected device is attached in a clear and prominent position on the Vehicle at all time during the Subscription Period.

### **Collection of Vehicle Data**

The Connected device will collect the Data including but not limited to the Vehicle's speed throughout its journeys, braking frequency and force, acceleration, the types of route you take time and date of travel and the Vehicle's location. You acknowledge that use of the Connected from the NRMA Service and Products may generate Customer Data which is stored by or on behalf of NRMA and accessible by you via the Connected from the NRMA Service, the Portal and our Website.

### **Use of Customer Data**



Customer Data may be used by us to:

- provide you with data via the App;
- provide you with the Connected from the NRMA Services;
- carry out the installation, activation, de-installation, disconnection, servicing, updating or testing of the Connected device and any associated software;
- provide you with any additional optional services that are or may become available, where you agree to these before or during the period of Connected from the NRMA services;
- carry out research and analysis of the driving behaviour of our customers;
- provide you with the products and services you have requested from us; and
- develop processes, products, services and benefits to better meet your needs;

We may provide Customer Data to our agents, contractors, service providers or related companies for the purposes of, or in connection with, the supply of products and services to you and for the same purposes above.

You agree that NRMA may use and analyse your Customer Data for the purpose of improving the Connected from the NRMA Service and including your Customer Data in aggregated anonymous databases.

You acknowledge that some of our agents, contractors, service providers or related companies may be located in jurisdictions other than Australia (including the United Kingdom), and that in order for the proper supply of the Connected from the NRMA Service, some or all Customer Data and Vehicle Data will be transmitted, stored and processed by our agents, contractors, service providers or related companies located in jurisdictions other than Australia (including the United Kingdom, Ireland and the Netherlands).

### **Ownership of any rights in Data**

To the extent any rights at law, including Intellectual Property Rights, exist or are created in the:

- Customer Data, all such rights at law are vested solely in you ("**Customer Data Rights**"); and
- Vehicle Data, all such rights at law are vested solely in NRMA.

You grant to NRMA a non-exclusive, royalty-free, perpetual, irrevocable, fully paid-up, perpetual, worldwide license, with the right to sub-license, to use, modify, reproduce, adapt, communicate, display, perform, anonymise, distribute or otherwise deal in any way with Customer Data and Customer Data Rights for any purpose, including purposes unrelated to the supply of the Connected from the NRMA Service, provided NRMA complies at all times with its obligations in respect of Customer Data under the Privacy Act or otherwise at law.

For the avoidance of doubt, you acknowledge that NRMA may (at its absolute discretion and without notice to you or any other person) use, modify, reproduce, adapt, communicate, display, perform, anonymise, distribute and otherwise deal with Vehicle Data (including

without limitation any statistical information such as usage, traffic patterns, or activities) for any purpose permitted by law.

### **Intellectual property and trade marks**

All Intellectual Property Rights (including copyright and patents) in the Products, Connected from the NRMA Service and all components of them are owned or licensed by NRMA unless otherwise indicated. You must not copy, modify or transmit any part of the Products, Connected from the NRMA Service or any components except as explicitly permitted by these Terms.

The Products, Connected from the NRMA Service and Website contain trademarks, logos, service names and trade names of NRMA or third parties that may be registered or otherwise protected by law. These include the NRMA logo. You are not permitted to use any trade marks, logos, service names or trade names appearing on the Products, Connected from the NRMA Service and Website.

NRMA expressly reserves all copyright and trademarks in all documents, information and materials on the Connected from the NRMA Service and we reserve the right to take action against you if you breach any of these Terms.

You may not, except with our express written permission, distribute or commercially exploit any material associated with, or arising from, the Connected from the NRMA Service. Nor may you transmit such material or store it in any other website or other form of electronic retrieval system.

### **Indemnity and Compliance of Drivers**

You will indemnify and keep indemnified NRMA against any and all claims, demands, actions, proceedings and all related liabilities, damages, settlements, penalties, fines, costs and expenses (including, without limitation, legal fees and other dispute resolution expenses on an indemnity basis) incurred by NRMA and affiliates arising out of or in connection with: any claim by any third party (including any Driver) arising from the operation of the Products or Connected from the NRMA Service by you, except and to the extent such liability, damage, settlement, penalty, fine, cost or expenses is caused or contributed to by a negligent act or omission of NRMA.

You warrant that you have procured from each Driver their agreement to these Terms, and you indemnify and keep indemnified NRMA and its affiliates against any loss or damage to any Products or the Connected from the NRMA Services arising from any act or omissions of any Driver, or from any breach of any of these Terms by any Driver, except and to the extent such loss or damage is caused or contributed to by a negligent act or omission of NRMA.

### **Third party service providers**

NRMA engages third party service providers in order to provide the Connected from the NRMA Service and the Products. You acknowledge that provision of the Products and the Connected from the NRMA Service is subject to, and dependent upon, adequate delivery of products and services by these third party service providers.

You agree to comply with all requirements and restrictions that these third party service providers may impose on you directly, or indirectly by imposition on NRMA, in relation to their respective products and/or services, at the time of, or subsequent to, these Terms.

## **6. GENERAL CONDITIONS**

### **Service conditions**

Each Connected device remains the property of NRMA and is lent to you for the purpose of allowing you to receive the benefit of the Connected from the NRMA service. If any Vehicle ceases to be the subject of the Connected from the NRMA Service (or if all Vehicles cease to be so, due to the termination of the supply of Connected from the NRMA Service to you for any reason), then each Connected device must be returned to NRMA unmodified and undamaged (other than damage due to ordinary wear and tear).

You must not, or allow anyone else to, tamper in any way with the Connected device. If you do, we reserve the right to cancel your Connected from the NRMA Service and request the return of all Products in your possession or control. We may also ask you to pay for the costs associated with removing and/or replacing the Connected device.

If the Connected device is damaged, or you think it is damaged, please let us know as soon as possible.

The Connected device uses the Vehicle's battery power supply and there may be a small drain on your Vehicle's battery even when the Vehicle is not being used. It is your responsibility to maintain your Vehicle's battery in good working order. To help you, we may send you an alert if the Connected device detects a low battery charge.

The transmission and receipt of Data is dependent upon Mobile Communications Services that may be interrupted. This does not mean that there is something wrong with the Connected device.

Wherever possible we will provide the Connected from the NRMA Services and any additional services that may be developed and implemented during the Subscription Period. If we are unable to provide the Connected from the NRMA Services for any reason, we reserve the right to cancel your Connected from the NRMA Service and terminate these Terms.

### **Changes to your details**

Please let us know if you change any of your details, including your:

- address
- email address
- mobile telephone number
- vehicle

Part of the services we provide you require your email and mobile number. We will always use the last details you notified to us, so you may not receive all of the services if you fail to keep us up to date.

### **Disclaimer and Limitations on Services**

NRMA does not warrant that GPS or the Mobile Communication Services will continue to support the functionality offered by the Connected from the NRMA Service or Connected device nor that you will be able to successfully use the Products or Connected from the NRMA Service for their intended use. NRMA shall not be liable for any loss caused as a result of these circumstances, as they are beyond NRMA's control.

You acknowledges and agree that:

- due to the intermittent nature of the internet and mobile networks, the Connected from the NRMA Service may be temporarily unavailable from time to time;
- there may be location errors due to the GPS data or typographical errors in the Mapping Data used;
- the operation of the Connected from the NRMA Service is dependent on Connected device having access to the Mobile Communication Services or a GPS signal. If the Connected device is in a location where it cannot get coverage from Mobile Communication Services or a GPS signal, then the Connected from the NRMA Service will not be able to locate the Connected device until such time as it moves into an area with network coverage or capable of receiving such signal;
- NRMA is not liable to you or any other person for any disruption or interruption to the Connected from the NRMA Service caused by any circumstances beyond NRMA's reasonable control, including faults or defects that arise due to incompatibility with the Connected from the NRMA Service or any Mobile Communications Services or Mobile Communications Devices or any Force Majeure; and
- NRMA uses reasonable efforts to ensure the accuracy, correctness and reliability of the Products and Connected from the NRMA Service, but NRMA makes no representations or warranties as to the accuracy, correctness or reliability of any content, product, service or data supplied by NRMA. NRMA is also not liable for the consequences of your failure to responsibly and diligently check that information.

### **Australian Consumer Law**

Despite anything contained in these Terms, the Australian Consumer Law (ACL) may give you statutory rights including guarantees and remedies that cannot be excluded or modified by these Terms. The ACL guarantees and remedies include (depending on the type of failure, fault, or defect) repair or replacement, a refund, compensation for reasonably foreseeable loss or damage, or a resupply of the goods or services if the goods or services do not meet the standards required by the ACL.

## **Limitation of liability**

Except as otherwise provided for in these Terms and except for any liability under any Non-excludable Conditions, NRMA limits its 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 NRMA's performance or non-performance of its obligations under these Terms, to an amount equal to all amounts paid by you (if any) to NRMA for the supply of the Connected from the NRMA Service during the Subscription Period.

NRMA's total liability to you for a breach of any Non-excludable Condition (other than a liability for a breach of a Non-excludable Condition that by law cannot be limited) is limited, at NRMA's option to any one of resupplying, replacing or repairing, or paying the cost of resupplying, replacing or repairing the goods in respect of which the breach occurred, or supplying again or paying the cost of supplying again, the services in respect of which the breach occurred.

## **Consequential loss**

Except for liability in relation to breach of any Non-excludable Condition, NRMA excludes all liability to you for lost profits, lost revenue, lost savings, lost business, loss of opportunity, lost data or any consequential or indirect loss arising out of, or in connection with, Products, the Connected from the NRMA Service, and any claims by any third person (including any Driver), or these Terms, even if NRMA knew the loss was possible, or the loss was otherwise foreseeable.

## **7. SUSPENSION AND TERMINATION OF SERVICES**

### **Termination**

These Terms commence on the Effective Date and will expire at the end of the Subscription Period (subject to any renewal of the Subscription Period in accordance with clause 3) when a party exercises an explicit right to terminate under these Terms.

NRMA may terminate these Terms and any licence created under it and cancel any Connected from the NRMA Service provided or any access to the Portal with immediate effect and without notice if:

- at any time by giving at least 30 days written notice of termination to you;
- you breach any term or provision of these Terms, including but not limited to a failure to participate in surveys, and does not remedy the breach within 14 days of receiving written notice requiring the breach to be remedied; or
- you are made bankrupt, wound up or placed into administration or receivership or suffers any similar event of insolvency.

Either party may cause these Terms to terminate by expiry by giving written notice of termination to the other party no later than 30 days before the end of the current Subscription Period.

Either party may terminate these Terms for convenience following expiry of the initial Subscription Period by giving 60 days' notice in writing to the other party.

You may terminate these Terms if NRMA breaches any material term or provision of these Terms, and does not remedy the breach within 30 days of receiving written notice requiring the breach to be remedied.

For avoidance of doubt, NRMA will remove the Connected device from your Vehicle(s) at its own cost on termination or expiration of the Connected from the NRMA Service. If you have damaged or impaired the Connected device during the Trail period, you may be asked to pay for the cost of de-installation.

### **Suspension**

NRMA may suspend the use of the Connected from the NRMA Service, any Products or your access to location, tracking or monitoring information via the Products at any time without notice if:

- the Portal requires maintenance or upgrading;
- we have a reasonable belief that the Products or Connected from the NRMA Service are being used unlawfully or contrary to any law or regulation; or
- supply of the Connected from the NRMA Service is disrupted or prevented as a result of an event outside our reasonable control.

### **MISCELLANEOUS**

#### **Notices**

All notices and communications under these Terms may be given by being:

- personally delivered (in which case it will be deemed to have been received immediately);
- left at the party's current delivery address for notices (in which case it will be deemed to have been received immediately);
- sent to the party's current postal address for notices by pre-paid ordinary mail (in which case it will be deemed to have been received three Business Days after posting) or, if the address is outside Australia, by pre-paid airmail (in which case it will be deemed to have been received 10 Business Days after posting);
- emailed to the email address last notified by the addressee (in which case, and subject to the remainder of this clause, it will be deemed to have been received immediately, unless the sender receives an automatically generated "out of office" or "failure to deliver" email in response).

The particulars for delivery of notices are set out in the Proposal Document.

Each party may change its particulars for delivery of notices by notice to each other party.

With respect to any notice given by email, if an email is sent after 5.00 pm in the place of receipt; or on a day which is a Saturday, Sunday or bank or public holiday in the place of receipt, the email is taken to have been received at 9.00 am on the next day which is not a Saturday, Sunday or bank or public holiday in that place.

### **Variation**

NRMA reserves the right to amend these Terms at its discretion. We will use reasonable endeavours to notify you of any changes to the Terms by placing a notice on our website.

Where there are material changes to these Terms that could adversely affect the benefits provided under these Terms or impose additional obligations on you, we will provide additional notice to you by way of the address or email address you have provided to the NRMA. Where possible, we will give at least one month's notice of such changes. If you do not agree to the amended Terms, you may give notice to us in writing of termination of the Terms up to 14 days after the date on which the new terms take effect, and if terminated for this reason, you will not be obliged to participate in any surveys or market research activities in respect of any period after the date the termination becomes effective. If you do not give us notice of an intention to terminate these Terms in accordance with this clause, you will be deemed to have accepted the amended Terms.

### **Electronic Communication**

Any notice required by these Terms to be given in writing may be given by electronic means, including by email or such other form of written communication as the parties agree from time to time.

### **Entire Agreement and Severability**

These Terms contain all the terms agreed between the parties regarding its subject matter and supersedes and excludes any prior agreement, understanding or arrangement between the parties, whether oral or in writing. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between the parties prior to these Terms except as expressly stated in these Terms.

The invalidity or unenforceability of any term of or right arising pursuant to these Terms shall not adversely affect the validity or enforceability of the remaining terms and rights.

### **Assignment or Novation**

You may not assign, transfer, charge or otherwise encumber, create any trust over or deal in any manner with these Terms or any right, benefit or interest under it, nor transfer, novate or sub-contract any of your obligations under these terms, except with NRMA's consent in writing.

NRMA may assign or novate part or all of this Agreement to any party at any time, and you hereby acknowledge your consent to such assignment or novation to any party, and will do all things reasonably required by NRMA to give full effect to such assignment or novation.

**Governing law**

These Terms are governed by the laws in the State of New South Wales and the Commonwealth of Australia.

**Contacting Us**

If there are any questions regarding these Terms provided by NRMA you may contact NRMA by phone on 1300 318 679 or email at [connectedsupport@mynrma.com.au](mailto:connectedsupport@mynrma.com.au)



## DICTIONARY

The following words have particular meanings given below:

“App” means the application available to download on any compatible smartphone (currently iOS), from which you can access Vehicle information, fault alerts and other information for Service.

“Commencement Date” means the date that you and NRMA enter into these Terms for the provision of Products and NRMA Services set out in the applicable Proposal Document.

“Connected device” means the Connected from the NRMA Connected device which will be installed for the Subscription Period and will monitor how a Vehicle is driven by recording information such as its location, the time and date, Vehicle speed, diagnostic information provided by the Vehicle, acceleration / deceleration, distance driven and the fuel consumption.

“Connected from the NRMA Services” means the services of:

- A. Installing the Connected device into the Vehicle;
- B. providing access and use of the Portal and the data on the Portal;
- C. providing access and use of the App; and
- D. telephone and email support for the use of the Connected from the NRMA Service.

provided by us to you, under these Terms, including facilitating the transmission of Vehicle Data between the Portal and the Connected devices via a Mobile Communications Service.

“Customer Data” means any personal information (as that term is defined in the Privacy Act) relating to you or a Driver that is collected, stored or disclosed in the course of the supply of the Connected from the NRMA Service;

“Driver” means any driver of a Vehicle.

“Fault code” means a code produced by your Vehicle in the event it detects a problem, and sent to us via the Connected device.

“Fleet” means the Vehicle, Vehicles or other assets owned, managed or operated by you, which has a Connected device which receives the Connected from the NRMA Service.

“Force Majeure” means any cause beyond the reasonable control of the party affected, which affects the performance of these Terms, including in any case prolonged break-down of transport, telecommunication or electric current.

“GPS” means the global positioning system.

“Intellectual Property Rights” includes all industrial and intellectual property rights throughout the world including copyright, moral rights, trademarks, patents, rights to protect confidential information and any similar rights.

“Login Information” means the username(s), password(s) and any other information provided to you or by you for the purpose of accessing the Connected from the NRMA Service or Portal or App.

“Mapping Data” means third party GPS location maps.

“Mobile Communication Services” means mobile electronic communication services, including mobile internet data transmission facilities.

“Mobile Device” means a mobile device supplied or used by you which is connected to GPS and Mobile Communications Services, including without limitation smartphone or tablets.

“Non-excludable Condition” means an implied condition or warranty the exclusion of which from a contract would contravene any statute (including the Competition and Consumer Act 2010 (Cth) and Australian Consumer Law) or cause any part of these Terms to be void.

“NRMA”/“we”/“us”/“our” means the National Roads and Motorists Association Limited ABN 77 000 010 506 trading as The NRMA, and includes its officers, employees, agents and contractors.

“Operating Hours” means the hours our telephone technical service is available, which 24 hours a day and 7 days a week, 365 days a year.

“Personal Information” has the meaning given to it in the Privacy Act.

“Portal” means the secure internet site which you access with your Login Information, and from which you may view certain Vehicle Data and Customer Data.

“Privacy Act” means the *Privacy Act 1998* (Cth) and any subsequent amendments.

“Products” means the products supplied by NRMA in connection with the Connected from the NRMA Services to you from time to time, including the Connected devices.

“Proposal Document” means your Proposal Document which NRMA provides to you and you complete for the purpose of obtaining Connected device/s and a Subscription to the Connected from the NRMA Service in accordance with these Terms.

“Subscription” means the right to use the Connected from the NRMA Service with the Maximum Number of Connected device(s) under these Terms.

“Subscription Period” means the 12 months from the date of joining and any subsequent period that extends the after that ;

“Total Number” means the total number of concurrent Connected devices set out in the Order Form or otherwise agreed between the parties from time to time in accordance with these Terms.

“Vehicle” means each legally registered Vehicle owner or operated by you (including within a Fleet), the details of which you have recorded with us to be covered by the Connected from the NRMA Service and which has been accepted by us as being compatible and qualifying for this Connected from the NRMA Service.

“Vehicle Data” means all the data and information that can be collected, processed, ascertained or inferred from use of the Connected device (including, in respect of a Vehicle, its location, the time and date, speed, diagnostic information provided by the Vehicle, acceleration / deceleration, distance driven and the fuel consumption) or arising from or in connection with the supply of the Connected from the NRMA Services, other than Customer Data;

“Website” means [www.mynrma.com.au](http://www.mynrma.com.au).

“welcome email” means the document containing important details about this Connected from the NRMA service and accessing the Portal and App, which must be read in conjunction with these terms and conditions;

“you”/“your” means the party who subscribes to use the Connected from the NRMA Service and who authorises installation of the Connected device in Vehicles, as identified in the Proposal Document.