



LogbookMe Terms and Conditions

LogbookMe

Terms and Conditions

These terms and conditions apply to your use of the LogbookMe device and LogbookMe App which are offered to you by CarInsurance.com.au Pty Limited ACN 606 104 590 of Level 32, 1 O'Connell Street, Sydney (we, us or our). You accept these terms and conditions by ordering the LogbookMe device on CarInsurance.com.au.

1. THE DEVICE

- 1.1 Before you can use the LogbookMe device (the Device):
 - (a) you must install the Device in your vehicle by following the manufacturer's instructions;
 - (b) a LogbookMe account must be created and the Device must be activated; and
 - (c) you may download and install the LogbookMe App on a compatible personal computer, laptop computer, mobile phone or tablet computer.
- 1.2 The LogbookMe App can be downloaded from the Apple App Store, Google Play Store or <http://www.logbookme.com.au/>.
- 1.3 Any refund or exchange of the Device will be at the discretion of CarInsurance.com.au.

2. SUBSCRIPTION

- 2.1 You agree to pay an upfront fee to us of \$480 for the Device. Included in the upfront fee you pay for your Device is the first 12 month's subscription fee. In order to cancel your subscription, you must provide us with at least 3 business days' notice. You agree that should you elect to cancel your subscription, you are not entitled to any refund of any upfront fees paid.

3. FUNCTIONALITY

- 3.1 The Device tracks the location of your car using GPS and your odometer reading. The device is powered by your car's on-board diagnostics port (OBD-II port). When used in connection with the LogbookMe App it can be used to track mileage, where you park your car, where you drive your car and other information about the usage of your car. This information may be useful for locating your car (if it is lost or stolen) or for the purposes of the Fringe Benefits Tax Assessment Act 1986 (Cth).
- 3.2 The Device should be used in accordance with the manufacturer's instructions. To install the device, your car must have an accessible OBD-II port. If you are unsure if the Device is compatible with your car, please contact us before purchasing the Device. We are not liable for any liability, loss or damage that arises out of incompatibility issues or incorrect use or installation of the Device.
- 3.3 You can view any information the Device collects through the LogbookMe App for 5 years after the information was initially collected. You can also print this information or save a copy of this data in pdf format.
- 3.4 The Device requires GPS to track your journey and access to mobile data networks to transmit information. The Device may not function correctly if no GPS signal is available (for example, in some tunnels or underground car parks) or if there is no mobile data network reception (for example, in some tunnels, underground car parks or rural areas).

4. THE LOGBOOKME APP

- 4.1 An internet connection is required in order for you to access the LogbookMe App. As this service is provided through the internet, we cannot promise that the service will be provided without

interruption or error at all times. We will however use reasonable endeavours to ensure that any scheduled maintenance or outage occurs outside business hours (8:30am to 5:30pm on a business day in New South Wales).

5. CANCELLING YOUR ACCOUNT

- 5.1 You can cancel your LogbookMe account at any time by contacting support@logbookme.com.au, subject to the restrictions in clause 2.1.
- 5.2 We can cancel your LogbookMe account at any time if you breach this agreement or if any fee is not paid on time.
- 5.3 If your account is cancelled, you will not be able to access the LogbookMe App or any information collected through the Device. If you plan on cancelling your account, you should make a copy of any information you need before the cancellation takes effect.

6. WARRANTIES AND LIABILITY

- 6.1 If you plan on using this Device for tax purposes, you should seek independent tax advice to determine if this product suitable for your needs. We do not give or purport to give tax advice nor advice as to the effectiveness of the Device for tax purposes. You agree that nothing in this agreement or any marketing material in connection with the Device is to be taken as tax advice.
- 6.2 To the extent permitted by law, any warranties, guarantees, conditions or rights implied by law are excluded and you agree that we will not be liable to you or any other party for special, incidental, indirect or consequential damages arising in connection with the Device. Where a warranty, guarantee, condition or right cannot be excluded, we limit our liability to either replacing the defective product or paying for a service or product to be supplied again (as we reasonably determine).

7. CHANGES

- 7.1 We may change the terms and conditions of this agreement, the subscription fee or the functionality of the LogbookMe App at any time without your consent.

8. PRIVACY

- 8.1 We and our related bodies corporate may collect personal information for the purpose of providing you with the services set out in this agreement. Unless you tell us not to, we and our related bodies corporate may also use your information to contact you about products or services you may be interested in. If your personal information is not collected, we may not be able to provide you with the services. Your information may be disclosed to our distributors and service providers. Some of those service providers may be located overseas in the United States of America and New Zealand. Our privacy policy (which is available at <http://eclipxgroup.com/privacy-policy/>) contains information about how you can access or seek correction of the personal information we hold about you. Our privacy policy will also contain information about how you can complain about the handling of your personal information and how we deal with such complaints.

9. QUESTIONS AND SUPPORT

- 9.1 If you have any questions or require support please contact us on 1300 387 592.

carinsurance .com.au

Call us - 1300 387 592

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