

SmartMove Premium Message Booking Service: Terms and conditions

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1 Overview and Intentions

- 1.1 SmartMove is a digital dispatching system used by many fleets throughout Australia.
- 1.2 The term 'service' refers to The SmartMove Premium Message Booking Service.
- 1.3 The service allows an individual to book a vehicle in a fleet that uses the SmartMove dispatching system.
- 1.4 SmartMove was developed by CellTrack Systems Pty Ltd. The terms 'we' and 'us' refer to CellTrack Systems.
- 1.5 Upon using this service you agree to all terms and conditions set out by CellTrack Systems. If you do not agree with the prescribed terms and conditions then you must not use this service.

2 Services

SMS Booking

- 2.1 A booking for a vehicle will be made when a valid location number is received. A message containing the booking number will be sent once the booking has been made. The message will also include contact details for the fleet handling the booking.
- 2.2 The service will be complete once the booking has been made and the booking number has been sent. We are not responsible in any way for the subsequent performance of the fleet that received the booking.
- 2.3 If the booking cannot be made for any reason a message will be sent advising that the booking has not been made.

Helpline

- 2.4 The helpline is for issues concerning the booking service. Queries or complaints relating to how the booking was handled by the fleet should be addressed to the fleet itself. Contact details are provided in the message you received confirming the booking.
For enquiries, complaints or general help with the premium SMS service the helpline is

available 24 hours a day 7 days a week. This service is manned from 9am until 5pm EST.

- 2.5 After hours a voice recording service is available. Calls made after hours will be attended to on the next business day. The helpline number is: 1300 738 124.
- 2.6 For queries and support regarding the car service please call the associated fleet directly.

3 Privacy

- 3.1 CellTrack Systems will not deliberately release personal or identifying information, except where required by law. CellTrack Systems cannot be held responsible for the accidental or forceful release of information.

4 Security

- 4.1 CellTrack Systems will take reasonable measures, as deemed appropriate by CellTrack Systems, to protect the information retained in its system. CellTrack Systems is legally required to retain some information. The duration and type of information may change without notice.
- 4.2 Should information become compromised CellTrack Systems will make a reasonable attempt to minimise any loss or damage caused, as it is made aware. CellTrack Systems will also attempt to prevent further, similar compromises where it is within its reasonable scope of ability and responsibility.
- 4.3 Information is retained until such a time that it is no longer deemed necessary to hold.

5 Refunds

- 5.1 Requests for refunds can be made through the helpline.
- 5.2 Refunds will only be paid electronically.
- 5.3 A refund will be paid when it is shown that a fee was charged but no booking was made and the SmartMove Premium Message Booking Service was at fault. No refund will be paid when a booking was made but the vehicle did not show up.
- 5.4 The refund will be limited to the cost of using this service.

6 Complaints

- 6.1 All complaints with the premium SMS service should be directed to the provided helpline 1300 738 124 and will be dealt with as deemed appropriate and reasonable.
- 6.2 Complaints with the car service should be directed to the fleet responsible.
- 6.3 Complaints that are unreasonable, inappropriate, threatening, or offensive may not necessarily be followed up, except with a local law enforcement agency where deemed appropriate.
- 6.4 Written complaints can be addressed to:

CellTrack Systems Pty Ltd
147 Henley Beach Road
Mile End 5031, SA Australia

7 Safety

- 7.1 Individuals are responsible for their own safety.
- 7.2 CellTrack Systems makes no guarantees about the quality of the vehicle service, experience or safety of the vehicle or driver presented.
- 7.3 CellTrack Systems is not liable for any loss or damages found to be resulting from the direct or indirect involvement of the fleet, vehicle or driver.

8 Limitations on Liability

- 8.1 Should the end user not receive an SMS that confirms the booking, the end user must assume a vehicle has not been dispatched to the location specified by the fleet.
- 8.2 Should the end user attempt to use this service to receive a vehicle at a location other than the location specified by the fleet, then the user must assume that they will receive no service. CellTrack Systems and the associated fleet will not be held liable.
- 8.3 In all advertising CellTrack Systems attempts to clearly identify the necessary steps for an end user to receive the service. CellTrack Systems will not be held liable for any misappropriation or misunderstandings regarding its service. For example, CellTrack Systems will not be held liable for attempts to use the SmartMove helpline to receive a vehicle.
- 8.4 CellTrack Systems will not be responsible for any delays in service beyond its control.

- 8.5 CellTrack Systems will not be liable for the actions of a fleet.
- 8.6 To the extent permitted by law, the total liability of CellTrack Systems, for any claim under these terms, is limited to the amount paid to use the service.
- 8.7 To the extent permitted by law, CellTrack Systems will not be liable for events beyond its control, neither will CellTrack Systems be liable for any loss or damages incurred. CellTrack Systems will not be liable for the loss of services through prior misuse.

9 Legalities

- 9.1 Any claims relating to the services provided by CellTrack Systems shall be governed by the laws of the state of South Australia without regard to its conflict of law provisions.

10 About these Terms and Conditions

- 10.1 CellTrack Systems reserves the right to modify these terms and conditions without notification, as permitted by law. These terms and conditions should be checked regularly for changes. Changes do not apply retroactively, and are effective as of the published date.
- 10.2 If a particular term is not enforceable, this will not affect any other terms.
- 10.3 Any apparent conflict or contradiction in the outlined terms and conditions do not invalidate this agreement and clarification should be sought from CellTrack Systems.