

The VandalTrak

# TERMS AND CONDITIONS

## Definitions

Content means any and all images, text, data, software, audio or video material and other content on the web site that is used pursuant to these terms and conditions.

Intellectual Property means all intellectual property rights, including all copyright, patents, trade marks, design rights, trade secrets, domain names, know how and other rights of a similar nature, whether registrable or not and whether registered or not, and any applications for registration or rights to make such an application.

VandalTrak means VandalTrak Limited (ACN 154 757 203) of PO Box 3245 Rouse Hill NSW 2155.

The system means the VandalTrak system, which includes applications (both Android and Apple iOS), websites (including, but not limited to, [www.vandaltrak.com.au](http://www.vandaltrak.com.au)), notifications and any information, including location, text and photos or other information uploaded, downloaded or appearing on the system (the content).

## General

These terms and conditions govern your use of the VandalTrak system. By accessing or using the system you are agreeing to be bound by the terms.

VandalTrak may alter these terms and conditions from time to time. Any changes will be notified on this page and your continued use of the system following those changes indicates your acceptance of those changes.

## Registration

In order to use the system, you must register and agree to these terms and conditions and the terms of the privacy policy. Once you have registered you will receive a password. You are responsible for keeping your password confidential at all times and protecting the system from unauthorised access.

## Proprietary rights

You acknowledge that VandalTrak owns all of the content, trademarks and intellectual property in the system. By submitting content to the system, you have granted VandalTrak a non-exclusive, royalty-free licence with the right to sub-licence, use, copy, process, modify, publish, display and distribute content in any and all media and/or distribution mechanisms available to VandalTrak.

All use of the content or trademarks, including all goodwill arising from such use, shall accrue solely to the benefit of VandalTrak, or other companies, organisations or individuals who partner with VandalTrak.

You must not:

- use the system for providing consulting or other services to other persons, firms or organisations, nor to any divisions or majority owned subsidiaries of companies under your control;
- sell, assign, lease, sublicense, transfer, whether in whole or part, the benefit of using the system or any rights or obligations hereunder, without the prior written consent of VandalTrak;
- use the branding (including trademarks) of VandalTrak without the prior written consent of VandalTrak;
- reverse assemble or reverse compile the system or any part of the system; or
- directly or indirectly do anything that would or might invalidate or put in dispute VandalTrak's title in the content or the trade marks.

You must take all reasonable steps to ensure the provisions of this licence are not violated by any person under the customer's control or in the customer's service.

### Privacy

VandalTrak's privacy policy forms part of these terms and conditions and governs what data the system shares with third parties and what personal data the service will store.

This clause will survive the termination of your access to the system.

### Sensible use

You agree not to break any state or Commonwealth laws while recording or uploading content. For example, do not trespass.

Do not alter or enhance content in any way prior to uploading it onto the system.

You agree not to use the system to defame others.

The system should not be used to report crimes in progress, which need to be dealt with by dialling 000 for the relevant emergency services.

### Limitations of liability

By using the system you agree that the exclusions and limitations of liability set out in these terms are reasonable.

To the full extent permitted by law, VandalTrak excludes all liability in respect of loss of data, interruption of business or any consequential or incidental damages.

These limitations of liability apply even if VandalTrak has been advised by you as to the possibility of such losses being incurred.

To the full extent permitted by law, VandalTrak excludes all representations, warranties or terms (whether express or implied) other than those expressly set out in these terms and conditions.

These terms are to be read subject to any legislation which prohibits or restricts the exclusion, restriction or modification of any implied warranties, conditions or obligations.

If such legislation applies, to the extent possible, VandalTrak will limit its liability in respect of any claim to any fees paid for use of the system.

### Termination

VandalTrak reserves the right to suspend or terminate users, without liability to the customer, other user or any third party.

### Applicable law

Use of the VandalTrak system shall be governed by and construed in accordance with the laws for the time being in force in the State of New South Wales, Australia and the parties agree to submit to the jurisdiction of the courts and tribunals of that state.

### Terms can be modified

VandalTrak reserves the right to modify these terms from time to time without notice. It is the responsibility of you to review the terms so that you remain apprised of any changes.

### For further information

Please contact us if you would like more information about our terms and conditions.

Email: [support@vandaltrak.com.au](mailto:support@vandaltrak.com.au)

Post: VandalTrak Limited, PO Box 3245, Rouse Hill NSW 2155

**For more information on how you  
or your organisation can  
join the VandalTrak program,  
please visit our web site:  
[www.vandaltrak.com.au](http://www.vandaltrak.com.au)**

VandalTrak Limited  
ACN 154 757 203  
Tel: 02 8206 9641  
PO Box 3245  
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