

**BLACK KNIGHT® Privacy, Terms of Service, Liability & Limited Warranty Policy
information**

PRIVACY

Use of the Black Knight® tracking device and mapping software carries with it an agreement not to track third parties or third-party property not belonging to the user. In most countries it is illegal to track a person without their knowledge or consent. You agree that all items tracked using Black Knight are in your true and legal possession, or that you have obtained lawful consent from the party being tracked by you. You agree to only use Black Knight in accordance with the respective privacy and telecommunication laws of your country and indemnify Black Knight against any improper or illegal use outside of these privacy or telecommunication laws.

Black Knight will not disclose your personal information or tracking data to third parties without your authorisation or consent. Black Knight does not guarantee that your use of this site will be wholly confidential in the event of malicious hacking or other form of cyber attack. Black Knight is not responsible for any harm that you or any person may suffer as a result of such unauthorised breaches of confidentiality in respect of your use of this site. Any information that you disclose on this site

- (a) may be used by Black Knight, its agents and contractors in relation to the provision of services accessible on this website, including the marketing of those services
- (b) may not be secure during its transmission over the Internet – as such, Black Knight cannot guarantee that third parties will not ever be able to intercept transmissions while a customer uses this site

Personal information and payments made on the Black Knight website are encrypted and secure using TSL/SSL cryptographic protocols. We use the Stripe payment gateway and Debit Success which are both governed by strict security guarantees and protocols. For more information about the privacy, safety and security of your online payments please visit www.stripe.com and www.debitsuccess.com.au.

TERMS OF SERVICE

Placement/installation of the device, network coverage, location, congestion and many other factors may affect the performance of Black Knight Products and the availability of tracking services and functions. All services, including the performance of the Black Knight tracking device Product, are subject to device/software capabilities, network limitations and availability.

Black Knight does not guarantee uninterrupted coverage or uninterrupted connection to GPS or cellular services. While Black Knight's tracking device and software are useful tools for the monitoring of assets, theft-deterrence and theft recovery, Black Knight in no way guarantees the protection or security of property that contains its tracking devices. As such, Black Knight disclaims any responsibility for losses caused by software/hardware error, notifications, mapping inaccuracies, incorrect tracking data, scale, resolution or date. In no event shall Black Knight be liable for theft, damage, loss of profit, loss of anticipated savings, loss of data, loss of use of the product or any associated equipment, or indirect, incidental or consequential losses or damages of any nature whatsoever, to the fullest extent that those losses or damages can be disclaimed by law.

The Terms contain details regarding device performance, network capability and availability relating to the "Black Knight" network. However, notwithstanding anything else in these Terms, in addition to the networks operated by, for or on behalf of Telstra, Vodafone or Optus, we may provide services to you using any telecommunications network we consider appropriate and that network will constitute "our network" for the purpose of these Terms. For more information about "our" network, see <http://www.bk-gts.com/work>.

Black Knight tracking devices may only be used on the Black Knight Global Tracking Systems international GPS and cellular network. A connectivity subscription fee is payable, in addition

to the price of the tracking device, to connect to this network. This fee may change from time to time. The Black Knight connectivity subscription fee is payable by credit card via the Black Knight website's activation system. Alternatively, a retailer or dealer may elect to bundle a prepaid connectivity period with the price of the Product at the point of sale.

The Black Knight tracking device hardware ("Product") is designed for exclusive use with the Black Knight Global Tracking Systems mapping software, including the Black Knight website and apps, and is not intended for third-party mapping software. The Black Knight website, mapping software and apps do not accept third-party tracking devices. Black Knight is not liable for any issues or claims related to third-party tracking devices or software, or for Products purchased via unauthorised resellers, auction sites or other unauthorised third-party websites.

LIMITATION OF LIABILITY

It is strongly recommended that Black Knight Products connected to third-party power sources (Z3, Z3W, etc) are professionally installed by a qualified technician experienced in electronic accessory installations, and experienced in your unique type of vehicle or asset. Black Knight is not liable for issues or losses associated with improper wiring or connecting to third-party power sources and other powered assets.

We do not represent or warrant that the Black Knight Product, software, web application, mobile application, service or network is entirely secure, uninterrupted or error-free. To the extent permitted by law, we exclude all conditions, terms, representations and warranties other than those expressly set out in this policy document. Our liability for breach of a statutory guarantee which cannot be excluded by law is limited, at our option, to either the supply of the Product (or equivalent services) again or the payment of the cost of having the Product or service supplied again.

You indemnify, defend and hold us harmless against all loss, damage, claims, liabilities, costs and expenses (including legal fees) arising from, or in connection with:

- (a) periods when tracking devices are in offline mode or unable to connect; and
- (b) wiring or connection of the Product to third-party power sources; and
- (c) any claim or demand brought by third parties in relation to the Property being tracked, or the use of, or access to, the Product or Black Knight services; and
- (d) any negligent, wrongful, unlawful or fraudulent act or omission or any breach of this policy by you or your officers, employees, contractors, agents and service providers.

We exclude liability for:

- (a) any loss or damage to your Property;
- (b) any costs, expenses, claims, loss, damage or liability suffered or incurred by you as a result of:
 - misuse, abuse, neglect, alteration, problems with electrical power, acts of nature, unusual temperature or humidity, improper installation, or damage determined by Black Knight to have been caused by you;
 - a Force Majeure Event;
 - any scheduled maintenance; or
 - us complying with your requests or directions;
- (c) any loss of profit, loss of revenue, loss of business opportunities, loss of data and indirect or consequential loss; and
- (d) any delay or non-performance of our obligations under this policy as a result of a Force Majeure Event.

To the extent permitted by law, our aggregate liability in connection with this policy whether in contract, tort (including negligence), statute or otherwise will not exceed the cost of the Product and service paid by you prior the date of the claim.

LIMITED WARRANTY STATEMENT

This limited warranty shall apply to the Black Knight tracking device product (the "Product"), as manufactured by the Australian incorporated company Black Knight Global Pty Ltd ("Black Knight"). Black Knight warrants that the product is at the time of its original purchase free of defects in materials and workmanship ("Limited Warranty"). Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. The benefits of this warranty are in addition to other rights and remedies of the consumer under a law in relation to the goods or services to which the warranty relates. **THIS LIMITED WARRANTY DOES NOT AFFECT YOUR STATUTORY RIGHTS.**

This Limited Warranty is subject to the following terms and conditions:

1. This Limited Warranty is given only to the original purchaser of the Product ("Customer"). This Limited Warranty may, however, be transferred to any individual to whom the Product is sold, where Black Knight has consented in writing to the transfer (and Black Knight will not unreasonably refuse consent). It shall neither exclude nor limit
 - a) any statutory rights of the Customer; or
 - b) any of the Customer's rights against the seller/dealer of the Product.
2. Unless otherwise agreed by the Customer, this Limited Warranty shall last for twelve (12) months from the date of original purchase for tracking devices, and accessories (whether included in the Black Knight sales package or sold separately) other than the media on which any software is provided ("Warranty Period"). For customers of Subaru Australia Pty Ltd their Limited Warranty period shall extend to 36 months from the date of original purchase. Customer shall present the **PROOF OF PURCHASE** upon claiming this Limited Warranty. This Limited Warranty is only valid and enforceable in the countries where the Product is sold. However, if you have purchased the Product in a member state of European Union, Iceland, Norway, or Switzerland and Black Knight originally intended the Product for sale in one of these countries, this Limited Warranty is valid but response times may vary from country to country in all of these above listed countries. Moreover, if Product is purchased in places other than those stated above, Black Knight's attempts to repair such Product cannot guarantee the outcome. Warranty service availability and response times may vary from country to country and may also be subject to a registration requirement in the country of purchase.
3. Throughout the Warranty Period Black Knight or its authorised agent will, at their discretion, without charge and subject to Clause 6 repair or replace a defective Product. Repair or replacement may involve the use of a functionally equivalent reconditioned unit. Black Knight will return the repaired Product or replace with another functional equivalent Product to the Customer in good working condition. All replaced faulty parts or components will become the property of Black Knight.
4. This Limited Warranty applies only to the hardware components of the Product as originally supplied and does not apply to any software or other equipment.
5. If Black Knight repairs or replaces the Product, the repaired or replaced Product shall continue to be warranted for the remaining time of the original Warranty Period or for three (3) months from the date of repair or replacement, whichever is longer.
6. **THIS LIMITED WARRANTY SHALL NOT APPLY IF THE DEFECT WAS CAUSED THROUGH ANY OF THE FOLLOWING:**
 - a) the micro-SIM, ID number, IMEI number, water indicator or warranty seal has been removed, erased, defaced, altered or is illegible; or

- b) evidence of opening, tampering with, or re-engineering the Product
 - c) deterioration of the Product due to normal wear and tear; or
 - d) use other than in accordance with the user manual, rough handling, exposure to moisture, dampness or extreme thermal or environmental conditions or a rapid change in such conditions, corrosion, oxidation, unauthorized modifications or connections, unauthorized opening or repair, repair by use of unauthorized spare parts, accidents, forces of nature, or other actions beyond the reasonable control of Black Knight (including but not limited to deficiencies in consumable parts) unless the defect was caused directly by defects in materials or workmanship. This Limited Warranty does not cover physical damage to the surface of the Product including but not limited to cracks or scratches on the casing; or
 - e) the defects caused by the fact that the battery has been short-circuited or by the fact that the seals of the battery enclosure or the cells are broken or show evidence of tampering or by the fact that the battery has been incorrectly used in equipment other than those for which it has been specified; or
 - f) the defect was caused by a defective function of the cellular network or other system; or
 - g) the Product needs to be upgraded due to changes in unforeseen cellular network redundancies; or
 - h) the defect was caused by the fact that the Product was used with or connected to an accessory not approved or provided by Black Knight or used in other than its intended use and where it can be shown by Black Knight that such defect is not the fault of the Product itself.
7. Your Product may contain country specific elements, including software. If the Product has been re-exported from its original destination country to another country, the Product may contain country specific elements that are not considered to be a defect under this Limited Warranty. ANY CLAIM UNDER THIS LIMITED WARRANTY IS SUBJECT TO YOU NOTIFYING BLACK KNIGHT OR A BLACK KNIGHT-AUTHORISED SERVICE AGENT OF THE ALLEGED DEFECT WITHIN A REASONABLE TIME OF IT HAVING COME TO YOUR ATTENTION AND IN ANY EVENT NO LATER THAN BEFORE THE EXPIRY OF THE WARRANTY PERIOD.
8. In the event of Product failure, the Customer should take the following actions:
- a) Refer to the Black Knight website and/or user manual in order to identify and possibly correct the problem.
 - b) If the problem cannot be resolved by reference to the Black Knight website and/or user manual the Customer should then contact the dealer where such Product was purchased. Alternatively you can contact Black Knight directly.
Black Knight Global Tracking Systems
Suite 45, 28 Barcoo St
Roseville NSW 2069
Australia
+61 2 8117 7515
support@blacknighttracking.com
 - c) Before the Customer contacts a Black Knight service agent, please ensure the following information is at hand:
 - The model, ID number and IMEI number of the Product
 - The Customer's full address and contact information
 - A copy of the Customers original invoice, receipt or bill of sale of the purchase of the Product

Black Knight will provide the Customer with instructions regarding how and when the defective Product should be returned. Black Knight will pay costs in connection with both the return of the defective product to Black Knight and the repaired Product back to the Customer if the Defective Product is within the Warranty Period.
9. This limited warranty states the entire warranty given by Black Knight to the customer. In no event shall Black Knight be liable under this limited warranty for loss

of profit, loss of anticipated savings, loss of data, loss of use of the product or any associated equipment, or indirect, incidental or consequential losses or damages of any nature whatsoever to the fullest extent that those losses or damages can be disclaimed by law. In any case Black Knight and its suppliers entire liability under any provision of this limited warranty shall be limited to the amount actually paid by the customer for the hardware. Black Knight does not exclude or limit liability for personal injury or death resulting from its own negligence, for defects in the Product arising out of its or its manufacturers' negligence.

THE LAWS OF CERTAIN COUNTRIES MAY STATE THAT THE MANUFACTURER MAY NOT EXCLUDE OR LIMIT ASPECTS OF ITS LIABILITY TO THE CONSUMER. WHERE THAT IS THE CASE, THE EXCLUSIONS AND LIMITATIONS OF LIABILITY IN THIS LIMITED WARRANTY WILL NOT APPLY.

This warranty gives the Customer specific legal rights; the Customer may also have other rights, which may vary from country to country. This limited warranty does not affect the Customer's statutory rights in law specific to the country of purchase - such rights remain protected. This Limited Warranty will be updated by Black Knight from time to time. Please visit the Black Knight website at www.bk-gts.com to obtain the latest version of the Limited Warranty for the Product and for more information and support.

SAFETY WARNING

This product contains a battery – do not burn, crush or expose to extreme direct heat. Do not submerge in water. Do not open, tamper with, or otherwise attempt to reverse engineer elements of the Black Knight device. Breach of these safety warnings risks voiding your warranty.

CUSTOMER SERVICE

General inquiries:

support@blackknighttracking.com | <https://www.blackknighttracking.com/help>

+61 1300 302 199

Account and subscription inquiries:

accounts@blackknighttracking.com

+61 2 8188 7515