

# GPS Integrated Solutions “Terms & Conditions”

(Effective 17/06/2024)

## OVERVIEW

These “Terms & Conditions” shall apply to “GPS Integrated Solutions”, “4J Automation Pty Ltd ACN 648 458 388”, “The 4J Investments Trust ABN 29 815 021 432” and any customer, owner, driver or user of our goods or services.

The current “Terms & Conditions” can be found at [www.gpsis.com.au](http://www.gpsis.com.au) and will replace any previous version.

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### 1. **Governing Law**

- a. This Agreement shall be governed by and be interpreted in accordance with the laws of the Commonwealth of Australia and the State of Western Australia.
- b. Both you and us agree to be subject to exclusive legal jurisdiction of the courts of the Commonwealth of Australia and the State of Western Australia.
- c. Digital content and data files remain the property of the producer and are automatically protected under copyright law in Australia.

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### 2. **Definitions**

Throughout the “Terms & Conditions”, the terms:

- . “app” will refer to a software application(s)
- . “BLE” will refer to the Bluetooth low energy wheel sensors paired with the TPMS app
- . “customer”, “you”, “your”, “owner”, “driver” or “user” will refer to the purchaser or user of our goods or services
- . “goods” will refer to any product (including digital products) supplied to you
- . “GPSIS” will refer to “GPS Integrated Solutions”
- . “IP” will refer to the intellectual property of any data, hardware or software component of the PND or ONIS
- . “OSM” will refer to Open Street Maps which is a foundation of members and contributors collecting and providing open source map data
- . “ONIS” will refer to the “Outback Navigation Information System” app suite, 32GB SD card & installation on the customer PND
- . “PND” will refer to personal navigation device (the GPS hardware provided by the customer)
- . “service” will refer to a service provided to you for example, installing waypoints or maps
- . “T&Cs” will refer to the terms & conditions (this document)
- . “TPMS” will refer to the Tyre Pressure Monitoring System (TPMS sensors provided by the customer)
- . “trading agreement” will refer to a mutually beneficial agreement that you may have with us
- . “we”, “us” and “our” will refer to GPS Integrated Solutions and 4J Automation Pty Ltd.

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### 3. General Agreement

- a. By purchasing, leasing or using the ONIS or any of our services, you agree to be bound by the T&Cs listed in this document (or <https://gpsis.com.au/terms-conditions>), and abide and conform to the ONIS installation and operational requirements which can be found in the ONIS Help menus in the "System & Settings", "TPMS Configuration" & "OziExplorer Navigation Apps (or <https://gpsis.com.au/downloads>).
- b. If any inconsistency exists between the T&Cs and the terms of any "trading agreement", these T&Cs shall prevail unless otherwise expressly stated in the "trading agreement".
- c. If any inconsistency exists between these terms and an estimate, quote, order or tax invoice in relation to the supply of goods or services, these T&Cs shall prevail.
- d. Quotes (as opposed to estimates) are valid for 30 days and will contain exact costings.
- e. We reserve the right to refuse the sale or lease of our goods or services to anyone, for any reason, at any time.
- f. You agree not to (or attempt to) reverse engineer, decompile, disassemble, decrypt, reproduce, duplicate or copy any app, software, map or digital data file, that has NOT been developed by you.
- g. We are not responsible for the accuracy of any of the maps as the content has been provided by other map or content contributors.
- h. The 2008 Geoscience, Level 15 OSM and iGO maps supplied with the ONIS will not be updated. If you request updated OSM maps after purchase, we can provide a quote.
- i. We are not responsible for the accuracy of **geofence, tracklogs, waypoints, POI** data or any other information or data files that we have NOT developed ourselves, or if the source of our data is inaccurate.
- j. Data collected by us on your behalf that is public information (e.g. the location of a "road house", "parking bay" or public road speed limit etc, will be able to be used by us in any of our current and future products and services. Data specific to your business (e.g. a "site location", "direction to your site" or private road speed limit) will remain your IP.
- k. We are not responsible for the GPS accuracy of the ONIS as it relies on the GPS satellite signal strengths which can be influenced by radio interference, weather and physical obstructions such as trees, tunnels, buildings, mountains etc. A GPS device typically requires good visibility and signal strength from at least 5 satellites but ideally 8 or more will provide increased GPS accuracy. Typically, the user can expect +/- 10m location accuracy when optimum conditions are present.
- l. Once an order has been received by us, it is irrevocable unless agreed in writing by us. If we agree to cancel an order, any costs associated with the cancellation will be borne by the customer.
- m. A change of mind by you does not constitute a valid reason for a refund or return of the goods.
- n. New maps, apps, software, features or any other product we upgrade, sell, lease or modify, will also be bound by these T&Cs.
- o. Our web site (<https://gpsis.com.au/>) reflects the current T&Cs, apps and features available on the ONIS and we reserve the right to change, modify update the T&Cs or remove any features or apps. If your order was placed on the basis of previous features as listed on our web site [gpsis.com.au](https://gpsis.com.au/), we will advise you in writing, and you may cancel your order with no cost, at your discretion.
- p. Ownership of the goods or services will not pass to the customer until the invoice amount has been paid in full. The ONIS at our discretion, will remain unlicensed until we have received full payment. If the ONIS is unlicensed then the Navigation apps will run for approximately 10 minutes and WWW downloaded data (customer or GPSIS) will be deleted.
- q. Copyright and other IP rights to the various apps, screens, configuration files, maps or any other digital content installed or loaded on the ONIS (including both the Internal or external SD card memory) remain the property of the applicable developer, creator or the hardware manufacturer.

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#### 4. Warranty

- a. The goods we supply & the services we provide are provided to you with a 12 month warranty from delivery or invoice date (which ever is first).
- b. If within the warranty period we have configured any content, POI, tracklog, waypoint or Geofence information which does not reflect the quote (allowing for the PND margin of GPS receiver accuracy), we will rectify at no cost once you have detailed the inaccuracy and provided us with the correct information, in writing.  
A full refund for the service will be provided to you if our service does not meet the agreed quotation outcome, and we can not rectify the issue. You must advise us as soon as practicable so we can address the issue.
- c. Warranty is NOT transferrable and remains with the original purchaser of our goods or services.  
If you have received any of our goods as a promotional or development gift, you should return the goods to your supplier so they can arrange the warranty resolution with us.
- d. If any goods are returned to us for warranty and we assess that it is not a warranty issue, we will advise you in writing.
- e. All warranty claims for goods will be submitted to us by email outlining the warranty issue. We may request additional information (technical and /or ownership) to allow us to resolve the fault.
- f. As the customer provides the PND and TPMS wheel sensors, consumer guarantees and warranty do not apply to these items.
- g. In the event of a fault, the PND may have to be returned to us for initial diagnosis. If the fault is related to our ONIS suite or the SD card with our maps we will rectify the fault.  
A full refund will be provided to you if we can not rectify a fault that is related to our ONIS suite or the SD card.
- h. You understand and accept that you are purchasing the ONIS with the knowledge that it has some limitations, quirks and known issues which are **NOT** covered by warranty, or any consumer guarantees, and these are listed in the ONIS "SYSTEM MENU", "OZIEXPLORER NAVIGATION" & "OWNER OPTIONS" help screens, and downloadable from <https://gpsis.com.au/downloads>. These documents are labelled as "System Menu Overview", "OziExplorer Overview" and "TPMS Configuration".
- i. Warranty and consumer guarantees do not cover any goods or digital data that have been tampered with. This includes but is not limited to, deleting files or folders, renaming files or folders, reverse engineering, altering, removing, modifying software, or dismantling the hardware.  
You are limited to adding your own **maps, waypoints, tracklogs, startup messages, startup tips, logo, user data, videos, POI, favourites, Geofence data**.
- j. Even though we are not liable for the PND hardware, If your supplied PND is damaged or exhibits an intermittent hardware failure within the 12 month warranty period , we will build you a new device with the same ONIS suite serial numbers and licences (replacement PND provided by you) and only charge for the build time, delivery, and handling costs. This clause is subject to the return of the failed PND and limited to GPSIS resources.

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#### 5. Limit of liability

Our goods and services come with guarantees that cannot be excluded under Australian Consumer Law. For major failures of our service, you are entitled to cancel your service with us, and to a refund for the unused portion, or to compensation for its reduced value.

For major failures with our goods (the ONIS software suite & SD card with maps), you are entitled to choose a refund or replacement (provided the ONIS has been installed and used in accordance with the T&Cs).

If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time.

If this is not done, you are entitled to a refund for the goods, to cancel the contract for the service and obtain a refund of any unused portion.

You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

Under the Australian Consumer Law, these rights commence the purchase date of the goods and extend for a 'reasonable period'. The definition of a "reasonable period" is dependent on all of the relevant conditions set out in the Australian Consumer Law, including the price of the goods, what the goods are designed to be used for and how the goods were used.

***Even though we are responsible for the PND hardware we strongly recommend that you do NOT exceed the maximum 60 degrees Celsius storage or operating temperature as high temperatures can cause a premature lithium battery failure and in a worst case scenario, battery explosion or fire. Operating the ONIS above 60 deg C for lengthy periods may void your warranty (if applicable) with your PND supplier.***

We strongly recommend that **ALL** ONIS users also carry up to date hard copy maps, compass, other navigational information, other navigational tools, tyre gauge, and be competent in using these tools. It may also be prudent to have a spare GPSIS supplied external SD card preloaded with maps and your own supplied TPMS wheel sensors for users in remote areas.

In purchasing or using the ONIS, you accept and agree that the ONIS:

- . sole function is to provide a "Driving Aid" that supplements other traditional methods of navigation and information to assist the driver and log historical ONIS vehicle data

AND

- . digital speed display(s) is only a "Driving Aid" to assist the driver and the vehicle speedometer fitted by the vehicle manufacture is the legal method of conforming to the legal regulated speed limit

AND

- . shall not be relied on as the sole tool for navigation, speed limits, vehicle parameters or any other information or function that is configured, loaded or provided by the ONIS

AND

- . contains map sets produced by us using information from other providers that may contain inconsistencies, errors or inaccuracies, and you use these maps entirely at your own risk

AND

- . is **NOT** designed to provide information or functions that if in error, inaccurate or component failure, could injure people, damage property, break the law or adversely affect your commercial, health, safety or environmental, decisions.

AND

- . our primary GUI mapping software provided by GPSIS is licenced to us by OziExplorer and you also agree & accept those "terms of use", which can be found here:

<https://www.ozieplorer4.com/eng/help/conduse.html>

AND

- . we are only responsible for the goods we supply and/or the services we provide.

To the fullest extent permitted by law, we will not be liable to you or a third party in relation to the goods we supply and/or the services we provide for any of the following:

- . injury to person(s)

- . loss of goodwill, reputation, opportunity, profits, income or revenue

- . cost of penalties, fines, infringements or any other incidental costs

- . demerit point penalties

- . losses, costs or damages that are due to acts of God (Force Majeure)

- . damage to property or environment

- . loss of ONIS logged data

- . any other consequential loss, cost or damage not listed above.

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## 6. Supply and delivery of goods and services

- a. Our ability to supply any of our goods during in or after the warranty period is limited to our resourcing and the ability to source the 32GB SD card and software licensing, and then being able to deploy the goods.

if we are unable to source the 32GB SD cards or licensing:

. we will provide a full refund during the warranty period for faults we cannot rectify

OR

. decline new orders, or offer an alternative, if available, after the warranty period expiry.

- b. Our ability to supply any of our services is limited to our resourcing and we will make every effort to supply all orders for our goods or services.
- c. Our preference is to build and test the ONIS device(s) using our ONIS software suite of apps on your PND hardware at your premise.  
If we can not build and test at your premise, we will deliver or arrange delivery for the goods and/or services to the shipping address as per the quote or order details.
- d. We reserve the right to limit the sales of our goods or services, or to cancel any orders that we are unable to fill, due to supply chain, resourcing issues or any Force Majeure event.
- e. If we are unable to provide goods or services as per the quote (or order), we will advise you as soon as practicable with the reason, and work through mutually agreeable solution.
- f. All goods supplied by us remain our property until we have been paid in full (including shipping and late fees, if applicable).
- g. If full payment has not been received as per our T&Cs, we reserve the right to "Black List" the ONIS unit(s) remotely until full payment has been received.
- h. Once an order has been fulfilled and delivered, we will invoice you with the amount payable.  
We require payment as per the invoice details within 28 days of the invoice date, or as agreed otherwise in writing. Any late payment will attract interest of 1.5% of the balance owed, per calendar month, or part thereof.

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## 7. Breach of T&Cs

If you do not understand these T&Cs, please request clarification from us as we are happy to help.

If you can not accept and abide by the terms and conditions, DO NOT purchase or use our products or services.

If in our judgment you fail, or we suspect that you have failed, to comply with any of these T&Cs we will advise you in writing detailing the breach.

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## 8. Privacy of T&Cs

GPS Integrated Solutions (**GPSIS**) is committed to personal privacy and business confidentiality.

The Australian definition for information that is NOT personal is defined as follows:

***Information that is not about an identified individual, or an individual who is reasonably identifiable, will not be personal information.***

<https://www.oaic.gov.au/privacy/privacy-guidance-for-organisations-and-government-agencies/handling-personal-information/what-is-personal-information>

As the ONIS data logging only identifies the device serial number, the ONIS data which may be used by GPSIS for warranty or investigation purposes (on request by the owner) is **NOT** personal information.

The owner of the ONIS is responsible for managing the ONIS device (with unique serial numbers) allocation to individual users.

The ONIS:

- is securely locked down, and installation of additional apps or access to the Android settings is not permitted
- incorporates a VPN to block all WiFi data traffic other than ONIS updates (apps and navigation data)
- does NOT include or support a mobile SIM card
- has Bluetooth connectivity which is limited to the TPMS BLE wheel sensors, or other peripherals that may be supplied by GPSIS at a later date
- logs a number of system, driving, location and vehicle speed parameters which is only accessible from the ONIS unit and is attributed to the device serial number and hence is **NOT** personal information

Whilst we have made every effort to secure the ONIS “secure area” we can not guarantee that hacking of the ONIS can not be achieved if the ONIS is lost or stolen.

On written request by the owner, we can “Black List” an ONIS, eg. For lost or stolen ONIS units (by the serial number).

NOTE:

1. “Black Listing” is only operable if the ONIS WiFi has been setup & the ONIS is enabled for WWW updates & the ONIS is in WiFi range.
2. “Black Listing” will prevent the navigation app from running.

During after sales service or warranty return, GPSIS will keep ONIS data safe, secure and confidential.

Any data retained by GPSIS in regard to estimates, quotes or purchases will remain confidential between the customer and GPSIS.

Also Refer [www.gpsis.com.au/privacy](http://www.gpsis.com.au/privacy)

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## 9. Contact

For T&C clarification, information, sales, support or downloads, visit:

Web: [www.gpsis.com.au](http://www.gpsis.com.au)

OR

Email: [sales.gpsis@gmail.com](mailto:sales.gpsis@gmail.com)