

Email Legal Notice

1. Applicability

WHG Telematics Pty Ltd (WHG) offers telematics solutions that are designed for both passenger and commercial vehicles, offering state-of-the-art security, self-monitoring and tracking, vehicle engine diagnostic and CAN BUS functionality, with online access. WHG is registered in and subject to the law of Victoria, Australia.

Email is an integral part of WHG business and an important means of communicating with clients, service providers and third parties.

2. Purpose

The purpose of this Email Legal Notice is to regulate the use and receipt of email to and from WHG in accordance with the Electronic Transactions (Victoria) Act 2000.

3. Scope

Emails, attachments to emails and links within emails are collectively referred to as 'email' in this Email Legal Notice.

4. Receipt of Email from WHG

Email from WHG is intended for named recipients only. Persons copied are also named recipients. Any other persons in receipt of email from WHG are unauthorised recipients of WHG email. As an authorised recipient, You agree to receiving communications electronically.

5. Confidentiality and Privilege of WHG Email

WHG email may contain confidential and/or privileged information. Any dissemination, distribution or copying by persons other than the intended recipient(s) is prohibited. If You are an unauthorised recipient, kindly:

- Notify the sender if the sender is an WHG representative; or
- Notify WHG at support@whgsolutions.team if the sender is a third party.

If You are an unauthorised recipient please destroy all email in electronic and hard copy format which You have received as an unauthorised recipient and/or have printed without authority.

6. Access, Monitoring and Interception

To comply with law and in line with international standards and best practice relating to the use of information technology in its business activities WHG monitors and intercepts live communications such as email (blocking, filtering, scanning etc). Where necessary to manage business risk and if required by law, WHG will also access static information created, received, communicated and stored by it as part of its business and in the pursuit of its legal obligations.

7. Privacy

As a result of WHG's practice of monitoring and intercepting live email communications (and the nature of the WHG services), users can have no expectation of privacy with respect to email communication to and from WHG. If You do not agree to this limitation of Your possible right to privacy, You should not communicate with WHG via email. Please see also Our Website Terms and Conditions of Use and Privacy Policy which are notices related to the Email Legal Notice.



8. Warrantees and Representations

No warranties are made or implied that any employee or contractor of WHG is or was authorised to create and/or send email on behalf of WHG.

9. Unauthorised Use of WHG Email Systems

WHG regulates its internal environment in accordance with Australian law and administrative, technical and physical controls. In the event that these controls, which include rules on the acceptable use of email are contravened by users, the users themselves will be liable. WHG directors and management shall not accept liability arising from such contravention.

10. Damages Arising from Email from WHG

Email technologies and the use of related telecommunication systems and networks expose WHG to dynamic security and business risk. WHG manages this risk in accordance with Australian law and through its policies, procedures and guidelines to prevent unauthorised access to or abuse of its systems and networks. While WHG is committed to a reasonable standard care and diligence, WHG cannot and will not be liable for damages arising from the use of email which are beyond its control.

11. Dispatch and Receipt of Email

In accordance with the Electronic Transactions (Victoria) Act 2000, senders of email addressed to WHG agree that email is deemed received by WHG only when receipt is confirmed orally or in writing. Email from WHG will be deemed dispatched as and when reflected in the WHG mail server logs. For all purposes, the place of dispatch and receipt of email from and to WHG shall be Melbourne, Victoria, Australia.

12. Requirements for Valid Agreements

It is WHG policy that no binding agreements will be entered into through the use of email. Any offers made or received via email will be regarded merely as part of the process of negotiation. The conclusion of agreements negotiated by email must be reduced to writing, printed on paper and signed by hand with ink.

13. Skill, Diligence, Care

WHG will exercise reasonable skill, diligence and care as may reasonably be expected in the use of email by a similar service provider.

14. Company Information

Business Name	WHG Telematics Pty Ltd
Postal address, physical address and address for legal service delivery	Unit 33, Brooklyn Business Park, 640 Geelong Road, Brooklyn, Victoria, Australia, 3012
Phone numbers	1800 474 387
Website address	https://www.whg-telematics.com/
Email address	support@whgsolutions.team
ABN	51 900 670 185