

# OUR CUSTOMER TERMS CLOUD SERVICES – GEOOP

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# OUR CUSTOMER TERMS CLOUD SERVICES – GEOOP

Certain words are used with the specific meanings set out below or in the General Terms section of Our Customer Terms.

## 1 ABOUT THE GEOOP SECTION

**GeoOp is not available for purchase by new customers from 21 September 2018. Existing customers can continue on their applicable terms until further notice.**

- 1.1 This is the GeoOp section of Our Customer Terms. Depending on the nature of the products and services you are receiving under this Cloud Services section, provisions in other parts of the Cloud Services section, as well as in the General Terms of Our Customer Terms at <http://www.telstra.com.au/customer-terms/business-government/index.htm>, may apply.
- 1.2 Unless you have entered into a separate agreement with us which excludes them, the General Terms section of Our Customer Terms also applies. See section one of the General Terms of Our Customer Terms at <http://www.telstra.com.au/customer-terms/business-government/index.htm> for more detail on how the various sections of Our Customer Terms are to be read together.
- 1.3 See section one of the General Terms of the Cloud Services section for more detail on how the various parts of the Cloud Services section are to be read together.

## 2 GEOOP APPLICATION

### What is GeoOp?

- 2.1 GeoOp is a job dispatch and management application which allows company administrators to use a web based portal to identify the location of their field workforce, and schedule jobs to their selected GeoOp users in the field who have a compatible mobile or tablet device.

## 3 APPLICATION FEATURES

- 3.1 GeoOp includes the features set out below.

<b>GPS Maps</b>	Administrators can use a web based portal to identify the location of their users. Users can access a GPS map showing the location of a particular job.
<b>Job Scheduling</b>	Administrators can use the web based portal to assign/schedule jobs directly to their users.
<b>Job Management</b>	Users can view their jobs list, and check into a job to show that they have started
<b>Data Capture</b>	Users can add detailed notes about the job, attach photos, on-the job forms and collect client signatures. They can also record time spent on the job and parts used

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- 3.2 GeoOp offers the ability to capture GPS location information. Due to the nature of GPS systems and the fact that we must obtain some of the data from other sources, we do not promise that the data will be accurate, error free, complete or up to date. We do not promise that the GPS functionality will be available for use at all times.

### **Additional acceptable use requirements**

- 3.3 You agree that you are responsible for any and all activity that results from your use of GeoOp.
- 3.4 You warrant and represent that you are acquiring the right to access and use GeoOp and are agreeing to these terms for the purposes of a business.
- 3.5 You agree that you will use the GeoOp in compliance with all applicable local, state, national, and international laws, rules and regulations, including any laws regarding the transmission of technical data exported from your country of residence.
- 3.6 You agree not to, and will not permit or encourage any third party to:
- (a) use GeoOp for any illegal or malicious means or to upload, transmit or otherwise distribute any content that is unlawful, defamatory, harassing, abusive, fraudulent, obscene, contains viruses or that is otherwise objectionable (as determined by us or our third party supplier in our/their sole discretion);
  - (b) upload, transmit or otherwise distribute content that infringes upon another party's intellectual property rights or other proprietary, contractual or fiduciary rights or obligations;
  - (c) prevent others from using GeoOp;
  - (d) copy, reproduce, modify, adapt, reverse-engineer or decompile GeoOp in whole or in part; or
  - (e) use the GeoOp for any form of emergency service or law enforcement; or
  - (f) sell, resell, rent or lease GeoOp or make GeoOp available to any third party other than your users.

### **Your responsibilities**

- 3.7 To access and use GeoOp you must purchase a GeoOp user licence for each intended user of GeoOp.
- 3.8 Each GeoOp user licence can only be used on a maximum of one computer and one additional smartphone or tablet device.
- 3.9 It is your responsibility to use, and ensure your users use, the GPS maps feature of GeoOp service prudently and to visually verify streets, roads, road signs, directions, weather conditions and traffic conditions.

## Software and Hardware

- 3.10 To access and use GeoOp you must:
- (g) have, and ensure your users have, a compatible smartphone or tablet device with an active Internet connection (a list of current compatible operating systems will be set out in the Telstra Apps Marketplace); and
  - (h) download, and have each of your users download, the GeoOp application (data charges may apply to download and use GeoOp).
- 3.11 Not all administrative functions are available through the GeoOp application. To access all administrative functions your administrator needs to access the GeoOp administrative portal using their web browser.

## Your Data

- 3.12 You are solely responsible for the data and content you and your users store, send and receive using GeoOp.
- 3.13 You acknowledge and agree that:
- (a) any documents, forms and other information that you and your users create or share using GeoOp may be stored by our third party supplier or their suppliers;
  - (b) we will take all reasonable steps to keep your information confidential and act in accordance with our Privacy Policy, but we will disclose your information, including personal information about you and your users, if we need to in order to deliver GeoOp to you, or if we are required to by law; and
  - (c) data transmission over the Internet is not totally secure, and while we aim to protect such information, we do not warrant and cannot ensure the security of any information that you transmit using GeoOp and you do so at your own risk.
- 3.14 We will delete all copies of any data and information stored in connection with your GeoOp user licences within 30 days of termination or cancellation of your last GeoOp user licence. You are responsible for saving your data.
- 3.15 At no time will we or our third party supplier have any ownership interest in or to any of the data inputted by you or your users into GeoOp ("Data"). All title to, responsibility for and control over the Data will remain with you. It is your responsibility to maintain copies of all Data inputted into GeoOp. We do not make any guarantee that there will be no loss of Data.
- 3.16 By subscribing to GeoOp you consent to us sending to our third party supplier who may be located overseas, your Data, the location of your users and your personal information (including but not limited to your contact details including your name, email address and phone number), in order for them to provide you with support and to provide GeoOp to you.

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- 3.17 You agree that you will procure the consent of your users to us and our third party supplier using and disclosing their location in order to provide you with GeoOp.
- 3.18 Our Privacy Statement sets out how we may collect, use and disclose your personal information. A copy of this statement can be obtained at <http://www.telstra.com.au/privacy/index.htm>.
- 3.19 If you enable third party applications for use with GeoOp, you agree that we or our third party supplier may allow providers of those third party applications to access Your Data as required for the inter-operation of such third party applications with GeoOp.
- 3.20 We will not be liable to you or to any third party for any modification or deletion of Your Data, no matter how caused.

### Audit

- 3.21 We or our third party supplier reserve the right, but shall have no obligation, to investigate your use of GeoOp in order to determine whether a violation of these terms has occurred or to comply with any applicable law, regulation, legal process or governmental request.

### Intellectual Property Rights

- 3.22 You agree that title to, and all intellectual property, proprietary and industrial rights (whether registered or unregistered, registrable or unregistrable) in connection with, GeoOp and/or the GeoOp web based portal, including any improvements, enhancements, modifications or adaptations to the same, shall be and at all times remain the property of us or our third party supplier.

### Liability and indemnity

- 3.23 Subject to the rights and obligations under the Australian Consumer Law which cannot be excluded:
- (a) you understand and agree that GeoOp is provided on an "as is" and "as available" basis. We disclaim any and all responsibility and liability for the availability, timeliness, security or reliability of GeoOp;
  - (b) we reserve the right to modify, suspend or discontinue GeoOp (or any part of it) with or without notice at any time. We will not be liable to you or to any third party for any modification, price change, suspension or discontinuance of GeoOp;
  - (c) we do not warrant or represent that:
    - (i) GeoOp will meet your specific requirements;
    - (ii) GeoOp will be uninterrupted, timely, secure or error-free;
    - (iii) the results that may be obtained from the use of GeoOp will be accurate or reliable;

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- (iv) the quality of any products, services, information, or other material purchased or obtained by you through GeoOp will your expectations; or
- (v) any errors in GeoOp will be corrected.

To avoid doubt, all express or implied conditions, warranties or representations are excluded in so far as is permitted by law, including (without limitation) warranties of merchantability, fitness or suitability for purpose, title and non-infringement;

- (d) You agree that, to the maximum extent permitted by law, we will not be liable for any direct, indirect, incidental, special, or consequential loss (including but not limited to loss of Data, profits and anticipated savings) or damage resulting from the use of, or reliance on, GeoOp and/or the GeoOp web based portal
- (e) You agree that, to the maximum extent permitted by law, if you suffer loss or damage as a result of our negligence or failure to comply with these terms, any claim by you against us arising from our negligence or failure will be limited, in respect of any one incident, or series of connected incidents, to an amount equivalent to the total amount of monthly charges that you have paid to us for each GeoOp user licence that you have purchased from us.

3.24 You agree to indemnify, and will keep indemnified, us against all forms of liability, actions, proceedings, demands, costs, charges and expenses which we may incur or be subject to or suffer as a result of Your use of GeoOp and/or the GeoOp web based portal in breach of your contract with us or due to your negligence.

### 4 CHARGES

4.1 You may only have one active plan on your account at any time. A separate login with a unique email address will be required for each different plan type. If you require additional licences that exceed the maximum number of licences contained in your plan, you will need to move up to the next plan.

For customer's who purchase on or before 7<sup>th</sup> March 2016:

Plan	Licence Numbers	Monthly Charge (incl. GST)
5 Licence Pack	Min: 1 Max: 5	\$42.90
15 Licence Pack	Min: 1 Max: 15	\$108.90
50 Licence Pack	Min: 1 Max: 50	\$285.90
150 Licence Pack	Min: 1 Max: 150	\$856.90

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For customer's who purchase on or after 8<sup>th</sup> March 2016:

<b>Plan</b>	<b>Licence Numbers</b>	<b>Monthly Charge (incl. GST)</b>
2 Licence Pack	Min: 1 Max: 2	\$47
5 Licence Pack	Min: 1 Max: 5	\$71
15 Licence Pack	Min: 1 Max: 15	\$167
30 Licence Pack	Min: 1 Max: 30	\$323
50 Licence Pack	Min: 1 Max: 50	\$479
70 Licence Pack	Min: 1 Max: 70	\$588
100 Licence Pack	Min: 1 Max: 100	\$840
150 Licence Pack	Min: 1 Max: 150	\$1,260
200 Licence Pack	Min: 1 Max: 200	\$1,400
300 Licence Pack	Min: 1 Max: 300	\$2,100
400 Licence Pack	Min: 1 Max: 400	\$2,800
500 Licence Pack	Min: 1 Max: 500	\$3,500
1,000 Licence Pack	Min: 1 Max: 1,000	\$7,000

- 4.2 You may use between 1 licences and the maximum number of licences permitted on your chosen plan. A licence from your pack will need to be allocated for use by your administrator.

## 5 TERM AND EARLY TERMINATION CHARGES

5.1 GeoOp is available on a month to month basis

### **Trial**

5.2 We will waive the charges for your GeoOp Trial plan when selected in your first order for 30 days following the date of purchase (**Trial Period**).

5.3 At the end of the Trial Period, you will need to opt in to a paid subscription to continue using GeoOp. If you do not opt into a paid subscription within 7 days following expiry of the Trial Period, your licences will be automatically cancelled.

5.4 All other terms and conditions for GeoOp apply during the Trial Period.

## 6 SUPPORT

6.1 Depending on the nature of the support you require we may refer you to our third party supplier to provide advanced support.