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Certain words are used with the specific meanings set out on page 13 and in [the General Terms of our Customer Terms](#).

1 About the Telstra Locator service section

Our Customer Terms

- 1.1 This is the Telstra Locator service (**Service**) section of Our Customer Terms.
- 1.2 If you are a consumer customer, these [General Terms of our Customer Terms](#) apply. If you are a small business customer, these [General Terms of our Customer Terms](#) apply.

Inconsistencies

- 1.3 If the General Terms of Our Customer Terms are inconsistent with something in this section, then this section applies instead of the General Terms to the extent of the inconsistency.
- 1.4 If a provision of this section gives us the right to suspend or terminate your service, that right is in addition to our rights to suspend or terminate your service under the General Terms of Our Customer Terms.

2 About the Service

What is the Service?

- 2.1 The Service allows you to attach a Telstra Locator Tag to your items and use the Telstra Locator App to see the last known approximate location of the Tag. Compatible iOS and Android smartphones and tablets can also be added to the Service so that you can see their last known approximate location, by installing the Telstra Locator App, signing in with your Telstra ID and setting up a device profile.

Components of the Service

- 2.2 The Service comprises a month-to-month subscription (**Subscription**) which lets you:
- (a) pair up to 20 Telstra Locator Tags or compatible iOS or Android smartphones or tablets to the Telstra Locator App; and
 - (b) view the last known approximate location of your Telstra Locator Tags, and compatible iOS or Android smartphones or tablets using the Telstra Locator App.

- 2.3 Subject to clause 8.7 below, new Telstra Locator subscribers will receive a free starter kit including 2x Bluetooth Tags and 1x Wi-Fi tag. Additional Telstra Locator Tags and Telstra Locator Accessories are available for purchase separately.

If you would like to locate more than 20 tags or compatible devices as part of your Telstra Locator subscription, you can purchase an Expansion Pack to add to your Subscription. An Expansion Pack lets you add up to 10 additional Telstra Locator Tags or compatible iOS or Android smartphones or tablets to your Subscription. You can purchase up to four additional Expansion Packs to support a total of up to sixty Telstra Locator Tags or compatible iOS or Android smartphones or tablets. You may only have one subscription per Telstra customer account.

- 2.4 Subscriptions and Expansion Packs are non-transferable.
- 2.5 If you have a Full Authority contact listed on your account, they will be able to join your Subscription using their Telstra ID and password. If this happens they will count towards the number of devices you have on your subscription.
- 2.6 More detail about each of these features is set out below and in your application form or separate agreement with us.

Eligibility

- 2.7 To be eligible for the Service, you must be a Telstra consumer or small business customer and you must have and maintain for the duration of your Service:
- (a) a home or office broadband plan with a Wi-Fi modem (this does not need to be a Telstra home broadband service); and
 - (b) a mobile device that:
 - (i) is compatible with the iOS or Android Telstra Locator App; and
 - (ii) has an internet connection;
- 2.8 We may elect not to provide your Service if you are not, or cease to be, eligible for the Service.
- 2.9 The Service is not available to Telstra Wholesale customers or for resale.

Availability

- 2.10 The Telstra Locator Network will not be available in all locations. The Service uses Bluetooth, Wi-Fi and LTE technologies to help locate Telstra Locator Tag and compatible iOS and Android devices. Not all tags and devices use all of these technologies. Because part of this Service relies on a crowd-sourced community of users whose device helps locate items, the type, existence and extent of coverage will vary from location to location and will not be the same at all times.

- 2.11 You acknowledge that we do not support all mobile platforms or all browsers, and it is your responsibility to acquire and maintain supported platforms and browsers.
- 2.12 You acknowledge that the location of the tags and devices displayed in the Telstra Locator App is **approximate only** and can be impacted by factors including the accuracy of GPS and other geolocation services and the distance of your tag from where it is detected by the Telstra Locator Network.
- 2.13 For your Telstra Locator service to work as intended, users must have the Telstra Locator App installed on one or more devices, with location services and Bluetooth turned on. The Telstra Locator App must also be running on your device in the foreground or background. Running your device in 'flight mode' or 'force closing' the Telstra Locator App will prevent Telstra Locator from functioning as intended. For best performance, we also recommend leaving Wi-Fi turned on at all times where practical to do so.
- 2.14 We can provide you with details of supported platforms and browsers on request or you can find out about the current iOS and Android compatibility requirements on the Apple App Store and Google Play store from time to time.
- 2.15 If you do not maintain supported browsers and platforms, you may not be able to use the Service, or we may be limited in the support that we can provide to you, and you will still be liable for all fees and charges in relation to your Service.

Using the Service

- 2.16 You must only allow the Service (and any part of it) to be used in accordance with these terms.
- 2.17 You must not use the Service (or any part of it) for any purpose other than that for which it was intended. This includes, but is not limited to, not using the Service for high risk scenarios.
- 2.18 The Service is not designed to be used to track children or adults and should not be relied upon to do so.

3 Telstra Locator App

- 3.1 The Telstra Locator App is how you will set up, access and use the features of your Service. From the Telstra Locator App you will be able to pair and configure your Telstra Locator Tags and compatible devices, view the last known approximate location of a tag or device, view location history, make your tag ring to find it (when in Bluetooth range of the tag), set up zones and notifications for your mobile or tablet devices with the Telstra Locator App installed and, for Telstra Locator Wi-Fi Tags, set up notifications for when your tag is detected by the Telstra Locator Network inside or outside your home/office Wi-Fi zone.

- 3.2 Initial set up of your Service is completed in the Telstra Locator App. Our App will guide you through the activation and set-up process for the Service and Tags.
- 3.3 The Telstra Locator App works on compatible Android and iOS smartphones and tablets and is available to download from Google Play or the Apple App Store. Data to download the Telstra Locator App and use your Service is metered and data charges may apply.
- 3.4 The Telstra Locator App will be updated periodically. For best performance, we recommend updating the App to the latest version as it becomes available, you can do this from the Google Play or Apple App store on your compatible device.
- 3.5 In order for Telstra Locator to update the location of your tags (when in Bluetooth range) and your enrolled smartphones and tablets, you must keep the Telstra Locator App open on your device and have Bluetooth turned on. Disabling Bluetooth or force closing the Telstra Locator App will prevent location data from being transmitted. Our App will notify you via push message in the event that this occurs.

4 Telstra Locator Tags and Accessories

- 4.1 You may purchase Telstra Locator Tags and Telstra Locator Accessories from us.
- 4.2 The Service is not compatible with devices other than Telstra Locator Tags and compatible iOS and Android smartphones and you must not attempt to combine the Service with a device other than a Telstra Locator Tag or compatible iOS or Android smartphone or tablet.

Warranty

- 4.3 Each Telstra Locator Tag is covered by a voluntary warranty. Details of the applicable warranty are provided with each Telstra Locator Tag. These voluntary warranties are in addition to any rights you have under consumer protection legislation, including the Australian Consumer Law.

5 Zones and Notifications – Wi-Fi Tags, Smartphones and Tablets

- 5.1 The Service enables you to set up:
 - (a) Notifications to be sent as push messages to compatible iOS or Android smartphones or tablets on your subscription. You must be in range of a cellular or Wi-Fi data network to receive these messages.

6 Help desk

- 6.1 Technical support is available 24 hours a day 7 days a week by calling 13 22 00 and saying “telstra locator support” at the voice prompt.

7 Your responsibilities and other obligations

General

- 7.1 A reference to “you” in relation to this clause 7 includes a reference to anyone else (other than us or our representatives) who uses the Services.
- 7.2 You are responsible for the following activities. If you do not carry out these activities, we may be unable to provide the Service and you accept that we are excused from performing the Services in those circumstances:
- (a) pairing of Telstra Locator Tags, and compatible iOS and Android smartphones and tablets to your Telstra Locator App;
 - (b) obtaining the necessary consents for your proposed use of the Service (if you use the Service to determine the location of another person or an object in that person’s possession, you must obtain their express consent); and
 - (c) setting up notifications based on what’s important to you.
- 7.3 You are responsible for any damage to or destruction of Telstra Locator Tags, including the cost of repairs caused by or resulting from any act of you or any other person (except our agents or employees).
- 7.4 You must not permit anyone other than us or our representatives to replace any parts, carry out maintenance on, or make adjustments or repairs to, your Telstra Locator Tags.
- 7.5 You must:
- (a) comply with all laws and regulations (including any applicable export control laws and regulations);
 - (b) not reverse engineer, decompile or otherwise discover the application programming interface of the Service; or
 - (c) not resell distribute, or otherwise use the Service to generate income.
- 7.6 You must not, and must ensure that other people do not, attempt to gain unauthorised access to the Service, accounts, computer systems or networks connected to the Service, through hacking, password mining or by any other means.
- 7.7 You must not obtain or attempt to obtain any materials or information through any

means not intentionally made available through the Service.

- 7.8 You must consult your airline before taking a Telstra Locator Tag on board a plane, either in the cabin or placing it in luggage going into the hold.

VERY IMPORTANT INFORMATION

- 7.9 The Service has the potential to be used by you in a manner which could breach Federal, State and Territory privacy laws and Federal, State and Territory surveillance device laws. **You must not use the Service to determine or track the location of a person or an object in that person's possession without their express consent.** It is solely your responsibility to ensure that you use the Service as permitted by all relevant laws. You indemnify us against any loss arising from a claim against us arising from your breach of any law in connection with the Service.
- 7.10 We may suspend or cancel your Service without liability to you if you breach this clause 7.

8 Fees and charges

- 8.1 You agree to pay all the applicable fees and charges incurred in respect of your Service.
- 8.2 We will invoice you for ongoing:
- (a) Subscription charges; and/or
 - (b) Expansion Pack charges;
- monthly in advance.

Subscription and Expansion Pack

- 8.3 The monthly charge for the Subscription and/or Expansion Pack is payable for each month you keep the Service. Charging will commence on completion of your order.

Charges

- 8.4 The following charges apply:

Item	Monthly charge (incl. GST)
Base Subscription	\$10 (per month)
Expansion Pack	\$5 (per month)

- 8.5 As well as the charges for your Service, you have to pay us for any other services we provide in connection with your Service in accordance with the separate terms that apply to those services.

Non-payment

- 8.6 If you do not make the payments required, we may suspend or cancel your Service in accordance with the General Terms of Our Customer Terms (at the least we will give you prior notice).

Free Starter Kit Offer

- 8.7 Until 31 August 2020, when you take up a Subscription you will receive a free Starter Kit. The Starter Kit contains two Telstra Locator Bluetooth Tags, one Telstra Locator Wi-Fi Tag, a Telstra Locator Wi-Fi Tag holder, a USB charging cable and a Bluetooth battery replacement tool.
- 8.8 You are eligible to receive one free Starter Kit the first time that you activate a Subscription on your Telstra account. You are ineligible to receive additional free Starter Kits with subsequent Subscriptions.

9 Term, cancellation, third party suppliers

Term

- 9.1 The Subscription is a month-to-month subscription and you can cancel at any time.

Cancellation

- 9.2 Without limiting any of our rights, we may immediately cancel your Service (or any part of it) if you are in breach of these terms and, acting reasonably, we consider that breach to be material. We will notify you as soon as reasonably possible if we cancel your Service.

Third party suppliers

- 9.3 You acknowledge that we purchase services from third party suppliers in order to provide the Service to you.
- 9.4 The Telstra Locator App uses Google Maps. Your use of these features is subject to the Google Maps/Google Earth Additional Terms of Service available at https://maps.google.com/help/terms_maps.html and Google Privacy Policy available at <https://www.google.com/policies/privacy/>.
- 9.5 If one of our third party suppliers suspends or terminates a service we rely on to provide your Service or an aspect of your Service, we may suspend or terminate your Service or that aspect of your Service, as relevant, after giving you as much notice as is reasonably possible in the circumstances.

10 Privacy

- 10.1 We collect, use and disclose personal information as set out in our “Protecting Your Privacy” Statement. The current version of our Privacy Statement is available at http://www.telstra.com.au/privacy/privacy-statement/?red=/privacy/privacy_statement.html
- 10.2 When you use the Service, we will collect information regarding your Telstra Locator Tags and compatible iOS or Android smartphones or tablets including the device ID, battery life, signal strength and location.
- 10.3 To provide you with the Service you consent to us determining the location of your Telstra Locator Tags and compatible iOS or Android smartphones or tablets attached to your Subscription. The location data will be stored for 30 days so that we can provide you with a History view of the location of your devices. After 30 days this data will be anonymised, aggregated and used for the purpose of improving our services.
- 10.4 We use the location of your Telstra Locator Tags and compatible iOS or Android devices to provide you with the Service. We use the location of your Telstra Locator Tags to provide a scanning feature that identifies if there are Telstra Locator Tags nearby. We may also use the location of where your Telstra Locator Tags have been found to provide an indicative published map of where tags have been found.
- 10.5 The Telstra Locator App uses functionality provided by Toumetis, Inc to monitor the performance of the App. To do so the App may, from time to time, send App performance information and aggregated app usage information. No personal information, including any location data regarding devices, is transmitted to or accessed by Toumetis.

11 Liability

- 11.1 We will use due care and skill in providing your service in accordance with Our Customer Terms. However, given the nature of telecommunications systems and the nature of the Telstra Locator Network, we cannot promise that you will be able to access the Service at any given time or that your Service will be fault free. We also cannot promise that you will be able to find a lost or stolen tagged item or compatible iOS or Android smartphone or tablet using the Service.
- 11.2 You acknowledge and agree that:
- (a) while the Service can be used to help locate items with a Telstra Locator Tag attached and compatible iOS and Android smartphones and tablets, we are not responsible if a tagged item or compatible iOS or Android smartphone or tablet is lost or stolen and cannot be found using the Service; and

- (b) we are not an insurer and we do not carry any insurance in respect of real property, or personal property that you use the Service to help locate.
- 11.3 To the extent permitted by law and subject to section 11.5, we are not liable for any loss, cost, expense, liability or damage arising directly or indirectly from or in connection with your use of the Service (including without limitation any occurrence or omission, or the consequences of any occurrence or omission, which occurs while you use the Service), even if the Service is designed or used, to monitor, detect or avoid the relevant occurrence or omission.
- 11.4 Despite clause 11.3, if we are held liable for loss or damage for any reason (including our negligence), to the extent permitted by law and subject to section 11.5, our liability is limited to a sum equal to the monthly charges paid by you in respect of the Service subscription in the six months preceding the relevant event giving rise to the liability.
- 11.5 Notwithstanding clauses 11.1 to 11.4, clauses 11.1 to 11.4 do not exclude, restrict or modify our liability under a consumer guarantee in the *Competition and Consumer Act 2010 (Cth)* or any other warranty, guarantee or implied term not permitted to be excluded, restricted or modified by law.

12 Service levels and availability

- 12.1 We do not provide service level guarantees for the Service.
- 12.2 Access to the Telstra Locator App is via the public Internet. We will not be responsible for service performance problems or lack of availability caused by issues associated with the public internet.
- 12.3 Nothing in this clause 12 excludes, restricts or modifies our liability or your rights under a consumer guarantee in Part 3-2 Division 1 of Schedule 2 of the Competition and Consumer Act 2010 (Cth).

13 Special meanings

The following words have the following special meanings:

Telstra Locator App or the **App** means the software application provided by Telstra to be installed on a mobile device to use the Service

Telstra Locator Tag or **Tag** means hardware products that have been sold to you by us for use with the Service.