



TERMS AND CONDITIONS

We, Phonepost Pty Ltd trading as Gofinder ABN 54 113 133 485, a registered company incorporated in the state of QLD, Australia, will provide you with the Location Tracking Service “Gofinder®” in accordance with the terms and conditions, set forth in this document. This agreement constitutes a valid and binding agreement between Phonepost Pty Ltd trading as Gofinder and You, as a user, for the use of the Gofinder website and software.

Your access to and use of the Gofinder website and software is conditional based on you agreeing to the terms and conditions set in this agreement. By installing and using, the Gofinder Software and accessing the Gofinder location tracking service you agree to be bound by the terms of this Agreement and any new versions hereof.

Definitions

Contract	means this agreement;
Phonepost,us,we	means Phonepost Pty Ltd trading as Gofinder, PO Box 380, Highfields, 4350, QLD, Australia.
Gofinder, Gofinder, system	is a registered trademark and means the location and remote sensing platform and service of Phonepost Pty Ltd trading as Gofinder
Information	means all material delivered by us through the Website;
locator, tracking hardware, locating unit,unit ,device	means the location tracking device
GPS	means the Global Position System
Service	means the Gofinder Location tracking service.
we, us, our	means Phonepost Pty Ltd trading as Gofinder;
SMS, message	means a text message from the service to you or a message received by the service for you;
location,position	
	means a latitude and longitude corresponding with the physical location of a location tracking device;
software,mobile software	Collectively all or any software provided by Gofinder service that provides the Gofinder user access to Gofinder location tracking service.
Map, plot	means a graphical representation of a geographical map
Website	means the relevant website situated at www.Gofinder.com
you, your, yourself	means you, the Service end-user.

1. Your Agreement with us

(a) By using the Service, you agree to be bound by the terms of this Agreement.



(b) This Agreement begins on the date on which:

(i) you create an account with Gofinder location tracking service that is linked to an active location tracking unit bought from us.

(ii) you buy location tracking credits from www.gofinder.net for a tracking unit/s registered with us.

(iii) you are a reseller and using the Gofinder platform services for tracking and remote sensing and continues until terminated by either party as set out in clause 10. We may refuse to accept your Application for any reason.

2. Pre-requisites to using Gofinder Service

(a) You need to have an active account on Gofinder website and a location tracking device programmed specific to the Gofinder tracking service.

(b) You need to have a valid SIM card that does not have a PIN protection for the tracking unit we provide you. We may ask you to choose a SIM card from a specific telecom provider as not all telecom providers are able to provide the quality of service required by this tracking service.

(c) You have an Internet connection available to you to access the location reports and /or change your location-tracking configuration.

(d) You are responsible for ensuring compliance with your SIM card Provider's terms and conditions, and you indemnify us for any loss or damage that we may suffer as a result of your breach of this clause 2(d).

(e) You have a compatible mobile phone with a compatible telecom provider in order to access location data and system alerts.

(f) As a reseller of the Gofinder platform you have signed a reseller agreement

3. Restrictions on use

(a) You must not:

(i) use the Gofinder service in any way that would, violate any applicable law;

(ii) collect any information or communication about the Service or users of the Service or the Gofinder Software by monitoring or intercepting any process of the Service or the Gofinder Software;

(iii) remove any proprietary notices from the Service, Gofinder Software or any copy;



(iv) cause, permit or authorise the modification, creation of derivative works, translation, or copying of the Gofinder Software or the Service;

(v) You will not sell, assign, rent, lease, distribute, act as an intermediary or provider, or otherwise grant rights to third parties with regard to the Gofinder Service or Software, to any other person without our prior written consent;

(vi) decompile, disassemble, reverse engineer or hack the Gofinder Software or to overcome any encryption, technical protection or security methods implemented by us with respect to the Gofinder Software and/or data transmitted, processed or stored by us or other users of the Gofinder Software; or

(vii) use location tracking ill-legally to track anybody without his/her consent.

(viii) attempt to do anything referred to in this clause.

You indemnify us for any loss or damage we may suffer as a result of you breaching any of your obligations under clause 3(a).

(b) We reserve the right to investigate occurrences which may involve violations referred to in, or breaches of, clauses 3(a). We may involve, and cooperate with, law enforcement authorities in prosecuting users who have participated in such violations or breaches.

4. Our Service

We will use reasonable endeavours to make our Service available to you at all times. However, the quality and availability of our Service may be affected by factors outside of our reasonable control (for example, without limitation, weather, power services and faults in phone networks). As a result, the Gofinder Software and the Service are provided "as is" and we do not represent or warrant that the Gofinder Software or the Service will always be available, accessible, uninterrupted, timely, secure, accurate, complete, error-free, or will operate without data loss, nor do we warrant any particular quality of messages sent to or through the Gofinder Software or the Service.

We as a location service provider, contract with several third parties including mobile telephony service providers, digital map providers, electronic payment gateways and Internet hosting providers for facilities to enable the provision of the Service to you.

SMS is a store and forward technology. Network bandwidth and congestion can affect the delivery time of SMS communication and sometimes the SMS may never reach the destination. GPS is a line of sight technology. Physical placement of the tracking device, tall

buildings, signal reflection and electronic jamming will affect the accuracy or acquisition of a GPS signal by the tracking device. As such components of the Service are supplied to us by



third parties we can make no promises or warranties, express or implied as to the Service, including without limitation, its accuracy, relevance or quality. The Service is subject to the limitations of the enabling technology on which it relies and may be adversely affected by operational factors beyond our control such as network congestion, network coverage, undelivered SMS messages, GPS availability, Internet connections and the performance of your location tracking device.

You acknowledge that:

- (a) Due to transient nature of the Internet, the Service may be unavailable temporarily.
- (b) SMS text messages may be delayed and sometimes not delivered.
- (c) There may be location error either because of the GPS data or because of typographic errors in map data.
- (d) The Service is dependent on tracking unit having access to the GSM network. If you are in an area where you cannot obtain GSM coverage then you will not be able to use the Service to locate the unit in such areas.
- (e) We are not liable to you or any other person for faults or defects that arise in telecommunication services not provided under this Agreement (even if they are connected, with our consent, to the Service which we have arranged under this Agreement) which are due to incompatibility with the Service.

5. Your account

- (a) If you change the SIM card of the locating device you must let us know before you do that, as it may make the tracking service unavailable to you for the duration in which the system is reset.
- (b) You may have one or more accounts with one or many locating tracking devices associated with each account.
- (c) If you have more than one account we may, at our option, suspend or terminate all of your accounts with us if you are in breach of your obligations under any account and that breach is not rectified.
- (d) Without limiting clause 4(c), if you have more than one account with us and you are in arrears in payment of any of your accounts, we may, at our option, recover any amounts outstanding on any of your accounts from any of your accounts that have positive balances or charge you for the use of our Service on your other account.



(e) You must tell us about any change in your address or other details you supply us. If we ask you for information about you or your account for the purpose of operating the Service then you must provide it to us.

(f) The security of your user id and password to access location data for your account is your responsibility.

(g) We will store location data per unit for up to 90 days. Location data over 90 days will be over written.

6. Charges and payment

- a) Any payments due under Agreements between Phonepost Pty Ltd t/a Gofinder and the Customer will be collected via the credit card of the Customer's choice
- b) Unless Gofinder is otherwise advised, renewal amounts will be debited automatically when due
- c) Our price lists (which may be updated from time to time) are available on our Website and contain all Charges for our Service. If any update or change is to your detriment, we will place a notice on our Website or any other method permissible at law. It is your responsibility to check the Website on a regular basis.
- d) In addition to any Charges for our Service, you are responsible for paying any fees and charges to your SIM card Provider to enable you to use the Service and for any fees or charges they may charge you arising out of your use of the Service.
- e) You are responsible for all Charges on your account, regardless of whether they have been incurred by you personally and even if your account has a negative balance.
- f) You will be liable for all Charges relating to use of your account until you notify us and request us to suspend the Service to that account.
- g) Goods and services tax ("GST") is included in the Charges, where applicable. All other taxes (if any) are payable by you and will be added to all applicable Charges.
- h) You will be charged for sending location tracking messages and status messages at the time the message is sent, regardless of when or whether the message reaches the Gofinder control or database.
- i) In order to use the Service, you must buy location credits in advance. If there are insufficient credits in your account the Service will be suspended. It may take from a few hours to many days to update location credits to your account, and the time will depend on how you pay (credit card, cheque, bank transfer) and the time the bank takes in confirming the transaction.
- j) You must have sufficient credit on your account to track a unit. You will not be able to track a unit if you do not have sufficient funds to cover the cost of the location transaction.
- k) If you have a negative balance on your account, we may at our option either send you a bill for your use of our Service or deduct the amount owed from your credit balance when you next top up your account. If we send you a bill and you do not pay the bill by the due date, we may terminate the Agreement immediately under clause 10. We may pass on any costs we incur in recovering any overdue amounts from you.



- l) You will lose any credit left on your account at the time of termination of the Agreement. It cannot be converted into or redeemed for cash, or applied against any other accounts you have with us.
- m) All access to graphical mapping data, sending messages over SMS, finding exact street addresses incur charges.
- n) l) The customer may terminate this agreement by giving Gofinder at least 30 days prior written notice following:
 - i) 24 months service in the case of a monthly option
 - ii) at the renewal date of a quarterly or annual service agreementShould written notice not be received the contract will automatically be extended and payment will be due

7. Liability

(a) The Service and the Gofinder Software is intended for location tracking use only and accordingly, subject to clause 7(c) below, we (which term includes our affiliates, related bodies corporate, officers, directors, employees, agents or service providers) accept no liability under or in relation to this Agreement or its subject matter whether in contract, tort (including negligence), under statute or otherwise for any loss of or damage to business or reputation, loss of revenue, loss of profits, loss of opportunity, loss of advantage, loss of use of any software or data, loss of use of any other equipment, loss of use of the system on which the Service or the Gofinder Software is used, or indirect, special or consequential loss or damage. In this clause the term "loss" includes a partial loss or reduction in value as well as a complete or total loss.

(b) Subject to clause 7(c) below, to the extent permitted by law we exclude all liability to you or any other person claiming through you, for any costs, loss, expenses, liability or damage, regardless of the form of action, whether in contract, tort (including negligence), under statute or otherwise, and whether arising from our (or our agents') performance or non-performance of our obligations under this Agreement.

(c) Nothing in this Agreement excludes your rights as a consumer arising from the terms implied by the Trade Practices Act 1974 or similar legislation, however, our liability for breach of those implied terms will be limited to:

(i) In the case of goods supplied:

(A) the replacement of the goods or the supply of equivalent goods;

(B) the repair of the goods;

(C) the payment of the cost of replacing those goods or of acquiring equivalent goods; or

(D) the payment of the cost of having the goods repaired; or



(ii) In the case of services supplied:

(A) the supplying of those services again; or

(B) the payment of the cost of having those services supplied again.

(C) We are not liable to you or any other person for faults or defects in the Service or the Gofinder Software which are caused by your own conduct or misuse. Our liability to you in contract, tort (including negligence), under statute or otherwise, will be reduced by the extent (if any) to which you caused or contributed to the loss or damage.

(D) This clause will apply even after this Agreement is terminated.

8. Indemnity

You agree to indemnify us and our affiliates, related bodies corporate, officers, directors, employees, agents and service providers at your expense, against any claims, actions, proceedings, and suits and all related liabilities, damages, settlements, penalties, fines, costs and expenses (including, without limitation, reasonable legal fees and other dispute resolution expenses) incurred by us arising out of or relating to your:

(a) breach of any term of this Agreement or any policy or guidelines referred to in it, or

(b) use or misuse of the Gofinder location tracking Service or Software.

9. Suspending our Service

(a) We may suspend your use of the Service, at our sole discretion without notice, if:

(i) we decide that the Service needs maintenance or upgrading;

(ii) you have not incurred a Charge for using the Service for 3 months;

(iii) you are in breach of this Agreement.

10. Termination

(a) You can terminate this Agreement at any time for any reason by notifying us. Any credit in your account at the time will be lost.

(b) We may terminate this Agreement immediately if:

(i) you do not pay a bill by the due date as required under clause 6;

(ii) you have not incurred a Charge for a Service for 3 months;

(iii) your credit is zero for 3 months or your credit falls below 0 at any point in time;



- (iv) you become bankrupt, a trustee is appointed over, or warrant issued against, your assets, or if you enter into any composition with your creditors;
- (v) your SIM card telecom provider or Network is no longer compatible with our Service;
- (vi) we are ordered by a government agency to cancel the Service.
- (c) If this Agreement is terminated for any reason, you will not be able to use the Service and you will forfeit any credits remaining on your account.

(d) Upon termination of this Agreement for any reason:

- (i) the provisions of clauses 7, 8, and 13 and any other clauses which by their nature should survive, will survive the termination of this Agreement.

11. Your information and privacy

(a) The Privacy Policy on our Website explains how we will handle your personal information.

(b) Your password, code or personal identification number (PIN) we give you to use our Service must be kept confidential.

12. License to use Gofinder mobile Software

Subject to the terms of this Agreement, we grant you a limited, non-exclusive, non-sub licensable, non-assignable license to download, install and use the Gofinder Software onto a Mobile Phone for your sole use and for the sole purpose of using the Gofinder Service supplied by us. The Gofinder Software may only be used in connection with the Gofinder location tracking Service.

13. Intellectual Property Rights

(a) You acknowledge that we retain all intellectual property rights (including, without limitation, rights protected by laws relating to copyright, patents, trade secrets and trademarks) relating to the Service and the Gofinder Software, the design or operation of the Service and the Gofinder Software, any modification or enhancements to the Gofinder Software, and any other technical information relating to the provision of the Service and the Gofinder Software ("Intellectual Property Rights"). Except for the limited license granted to you, we reserve all rights, title and interest in and to the Gofinder Software and the Service.

(b) You must keep any information you receive relating to our Intellectual Property Rights confidential, and you must not allow any written or electronically recorded material to be copied or disclosed to another person, including after termination of this Agreement.



(c) You will not use information which you acquire from us for any purpose that is not authorised by us in writing.

(d) You must not do anything that would jeopardise, damage, limit or interfere with our Intellectual Property Rights or our interest in them.

14. Acts beyond our reasonable control

Without limitation to clause 7, we are not liable for:

- (a) any delay in correcting any fault in the Service;
- (b) failure or incorrect operation of any Service; or
- (c) any other delay or default in performance under this Agreement,

if it is caused by an event beyond our reasonable control, including but not limited to war, accident, act of God, industrial action, embargo, delay or failure or default by your Mobile Phone Provider or any other supplier of goods or services to us or you.

15. Tracking Unit Limited Warranty

Phonepost warrants that the Trimble Trim Trac location tracking unit shall be free from defects in materials and workmanship and will substantially conform to Trimble's applicable published specifications for the product for a period of one year (12 months), starting from the date of delivery. The warranty set forth in this paragraph shall not apply to software/firmware products or the Gofinder location tracking service.

16. Service failures

The client accepts that neither Gofinder, its agents nor employees will be held liable for any service failures resulting from any failure of the telecommunications network, Internet Service Provider network that acts as the carrier of the Gofinder service, failure of the mobile handset, device or related equipment including mobile handset or device batteries. Gofinder, its agents, employees and partners can not be held liable for any failure of the system where that failure is outside of the control of Gofinder as described in relation to networks, ISP's and devices not supplied by Gofinder.

17. General

(a) We can vary the terms of this Agreement at any time, including, without limitation, by changing the Service. If we do this and the change is to your detriment, we will place a notice on our Website or by other means permitted by law. Your continued use of the Software and/or the Service constitutes your acceptance of these revised terms.



(b) You must not transfer your account or assign any of your rights and responsibilities under this Agreement without our prior written approval. We may assign any of our rights and obligations at any time.

(c) If any term of this Agreement is invalid or unenforceable, it will be severed from this Agreement and the remainder of this Agreement will remain valid and effective.

(d) You acknowledge that you enter into this Agreement entirely as a result of your own enquiries and that you do not rely on any statement, representation or promise by us or on our behalf not expressly set out in this Agreement.

(e) Any failure or delay by us at enforcing a provision of this Agreement does not affect our right at a time to enforce that or any other provision.

18. Governing Law

This Agreement is governed by and construed in accordance with the laws of Queensland, Australia. and the Courts of Queensland, Australia shall each have non-exclusive jurisdiction over all disputes relating to this Agreement.