

# App Terms & Conditions

DAILY OPS PTY LTD

## IMPORTANT:

These Terms & Conditions limit the liability of The DAILY OPS PTY LTD (ABN: 79 618 798 913) and its subsidiaries.

This software is provided for use by Australian residents only and the products and services described in them are not directed at anyone outside Australia. The information is prepared in accordance with the laws of Victoria and the Commonwealth of Australia. This software may not comply with the laws of any other country.

Please be sure to read these Terms & Conditions of use carefully before accepting to use the software.

## 1. DEFINITIONS

“App” means the software provided by The DAILY OPS to be used on Apple iOS, Android OS devices and website and any updates from time to time and any other software or documentation which enables the use of the App.

The DAILY OPS means The DAILY OPS PTY LTD (ABN: 79 618 798 913) and includes each of its subsidiaries.

“Website” means the website of The DAILY OPS <https://dailyops.com.au/>

## 2. REGISTRATION DATA; ACCOUNT SECURITY

If you register for an account on the Services, you agree to:

1. provide accurate, current and complete information as may be prompted by any registration forms on the Services. (“Registration Data”);
2. maintain the security of your password;
3. maintain and promptly update the Registration Data, and any other information you provide to The DAILY OPS, and to keep it accurate, current and complete; and
4. accept all risks of unauthorized access to the Registration Data and any other information you provide to The DAILY OPS. You are responsible for all activity on your DAILY OPS account, and for all charges incurred by your DAILY OPS account.

## 3. FEES; CHARGES; TAXES

Fees and any other charges for the use of the Application and for any Add-ons are described on the Site. They may change from time to time. If we change them, we will give you at least 30 days’ notice. If they do change, your continued use of the Application or the Add-ons, as

the case may be, after the change indicates your agreement with the new fees and charges after the effective date of the change. Any change to fees and other charges will not be applicable to the billing period in which the change occurs.

4. TERMS OF USE:

1. By installing the App, you agree to be bound by these Terms & Conditions of use ("terms and conditions").
2. The continued use of the software is deemed to be your acceptance of the terms and conditions set out below.
3. You must be at least 18 years old to use the App, or have the consent of your parent, guardian or the person who is responsible for the payment of the services to be rendered by The DAILY OPS, to use the App.

5. PROPRIETARY RIGHTS AND LICENCSE:

Licence to use

1. DAILY OPS grants you a limited, revocable and non-exclusive licence to access and use the Website and the App for personal, non-commercial use only and for a cost.
2. DAILY OPS reserves its right to amend or withdraw the App or increase the cost for the App or related services provided to you, at any time and for any reason.

Trademarks and other protected property

1. Trademarks, logos and service marks displayed on the App are registered and unregistered trademarks of The DAILY OPS, affiliates, licensors, content providers or third parties. You may not use any trade mark appearing on the App without the permission of the owner of the trade mark.
2. DAILY OPS does not accept responsibility for the use of any trade mark displaying material on the App.
3. Any person using a trade mark on the App hereby indemnifies DAILY OPS for any claims against DAILY OPS in relation to such use.
4. The materials (including all artwork, text, layouts, photographs, design or drawings used in the App are protected by copyright.
5. Except as permitted under these Terms & Conditions and all applicable laws, no part of the Website or the App may be reproduced, adapted or transmitted in any form, nor any medium without the express written consent of DAILY OPS.

6. You must not, nor permit any person to, disassemble, decompile, modify, reverse engineer or translate the App nor create derivative works of the App of in any manner.

6. WEBSITE:

1. You acknowledge the App allows you to access certain functionality available on The DAILY OPSs website: <https://dailyops.com.au/> and certain functionality of the App will also be reliant on information and details provided by you at the above website.
2. You acknowledge you are responsible for any material you submit to DAILY OPS directly or via its website for use with the App.
3. Access to, and use of, the website will be governed by The DAILY OPS website Terms & Conditions of Use, that can be viewed here.

7. DATA PROTECTION AND PRIVACY:

1. Any personal information you supply to DAILY OPS will not be stored or used by The DAILY OPS in any way other than for the functioning of the App and the services for which you subscribe from DAILY OPS.
2. All personal information provided and received by DAILY OPS by the App or at its corresponding website will be subject to The DAILY OPS Privacy Policy. We recommend that you read The DAILY OPS privacy policy which may be accessed by this link.  
<https://dailyops.com.au/>

8. APPLICATION FUNCTIONALITY

1. You acknowledge and agree the functionality of the App is dependent on equipment and services provided by third parties – including specifically, the mobile device on which the App is installed, and the wireless, telephony or other communications or data transfer services used by that device and the user.
2. You acknowledge all due care has been taken by DAILY OPS to provide accurate and reliable map references and GPS information for its monitoring services. However, all mapping and GPS location information are supplied by third parties, and as such, we are reliant on the accuracy of the information provided by third parties.
3. DAILY OPS does not take any responsibility for the services and products provided by third parties. The services and products provided by third parties are beyond the control of DAILY OPS.
4. To the extent permitted by law, DAILY OPS is not responsible or liable for, and does not give any warranty nor endorsement in respect of, any third party product or services.
5. Without limiting the forgoing, DAILY OPS does not warrant the accuracy of the information provided by third parties and shall not be responsible nor liable to the user of the App or any other person, directly or indirectly, in connection with any error,

inaccuracy or delay of any content or other information provided by third parties, or which is derived from source materials or data provided by third parties.

6. DAILY OPS does not accept any responsibility or liability for any injury, loss, damage, expense or cost suffered or incurred by the user of the App or any other person, in connection with any equipment or service provided by a third party, including, but not limited to:
  1. any delay, interruption or discontinuance of any functionality of service provided by any third party;
  2. technical errors or lack of service coverage by the user's mobile network provider;
  3. error, fault, breakage or other malfunction relating to or caused by the device on which the App is installed or any other equipment used by the device or the user;
  4. incompatibility of the App or Website with other software, equipment or services used by the user or the relevant device.

7. Charges apply to the use of services provided by DAILY OPS. These costs and charges will be charged in accordance with your respective contract services with DAILY OPS. The use of the App is also subject to the Terms and Conditions of your contract for services with DAILY OPS.

## 9. AVAILABILITY

1. The App is available to mobile devices running Android Operating Systems.
2. DAILY OPS will use reasonable efforts to make the App available at all times. However you acknowledge the App is provided over the internet and mobile networks and so the quality and availability of the App may be affected by factors outside DAILY OPSs control.
3. DAILY OPS does not accept any responsibility whatsoever for unavailability of the App, or any difficulty or inability to download or access content or any other communication or other systems failure or fault which may result in the App being unavailable.
4. DAILY OPS will not be responsible for any support or maintenance for the App.

## 10. LIMITATION OF LIABILITY

1. DAILY OPS will not be liable in respect of any injury, loss, damage, expense or cost suffered by any person, caused by or arising out of your use or access to the App, including, but not limited to:
  1. fraud or negligence engaged by you;
  2. unauthorised transactions as a result of you voluntarily disclosing your user ID and passwords to others, or in not securely protecting your user IDs and passwords from being accessed by others;
  3. a system error whereby you have not used this website or Linked Website with the supported system requirements and browsers as set out in these Terms & Conditions;
  4. unauthorised transactions as a result of you responding to hoax emails purporting to be from DAILY OPS, but which are generated by software, apps, hackers or other third parties;
  5. the download and installation by you of third party software;
  6. the availability, cancellation, malfunction and or suspension of the Website including for regular maintenance;
  7. delays in the processing of transactions/change of details requests lodged through this Website;
  8. access delays or access interruptions to the Website;
  9. data non-delivery, misdelivery, corruption, destruction or other modification;
  10. you acting, or failing to act, on any information contained on or referred to on this Website or any of the Linked Websites;
  11. you using or acquiring, or your inability to use or acquire, any service or product contained or referred to on this Website or any Linked Websites; and
  12. events beyond our reasonable control.
2. DAILY OPS is not responsible for any fees incurred by you which are charged in accordance with any contract you have with your network service provider.
3. To the fullest extent permitted by law we will not be liable for any direct, indirect, special, incidental or consequential damages of any kind (or lost profits) purported to be caused from the use of the App, regardless of the form of action whether in contract, tort (including negligence) or otherwise, even if we have been advised of the possibility of such damages.

4. DAILY OPS reserves the right to revise, change, modify these Terms & Conditions at any time. You are bound by any such revision and should therefore review the current terms applicable to you.
5. DAILY OPS is not liable to you for any damage or alteration to your equipment including but not limited to computer equipment, handheld device or mobile telephone as a result of the installation or use of the App.

#### 11. DISCLAIMER OF WARRANTIES

1. To the maximum extent permitted by law, and for the avoidance of doubt, DAILY OPS hereby disclaims all implied warranties with regard to the App. The App is provided 'as is' and 'as available' without warranty of any kind.
2. DAILY OPS does not accept any responsibility as to the accuracy or serviceability of the App. The use of this App is at your risk and at your own discretion.

#### 12. INDEMNITY

1. You agree to defend, indemnify and hold us harmless for any loss, damage or costs, including reasonable attorney's fees, resulting from your use of any software, apps, robots, spiders, crawlers or similar data gathering and extraction tools or any other action you take that imposes an unreasonable burden or load on our infrastructure.
2. You acknowledge the terms of agreement with your respective mobile network provider will continue to apply when using the App.
3. You acknowledge you may be charged by your network provider for access to network connection services for the duration of the connection while accessing the App (or the Website) and any such third-party charges as may arise. You acknowledge you accept responsibility for any such charges that arise.
4. If you are not the bill payer for the mobile telephone or handheld device being used to access the App, you will be assumed to have received permission from the bill payer for using the App.

#### 13. SYSTEMS REQUIREMENTS:

1. In order to use the App, you are required to have a compatible mobile telephone or device, internet access, and the necessary minimum specifications as may be advised or otherwise disclosed to you at the Website, or relevant online store on which the App is made available for download.
2. The version of the App may be updated from time to time to add support for new functions and services, or to fix any known bugs or improve performance of the App.

#### 14. TERMINATION:

1. DAILY OPS may terminate use of the App or otherwise discontinue the provision of some or all services in connection with the App at any time, without having to give any reasons or notice whatsoever of termination to you. No liability shall be placed on DAILY OPS in respect of such termination.