



GeoOp Terms and Conditions

1. Terms

By accessing and using the GeoOp Application (the "Application") or GeoOp.com Website ("Website") and all services offered by GeoOp Limited or any of its subsidiaries ("GeoOp") (together the "Services"), the person or organisation entering into these terms of use as a user of the Services, together with all individual users accessing the Application, Website or Services on that person's behalf (together, "you" or "Users") accept and agree to be bound by these terms of use ("Terms"). Users may only use the Application, Website and Services in accordance with these Terms. All rights not expressly granted to Users in these Terms are reserved by GeoOp.

These Terms apply to all use of the Application, Website (including any paid use of the Services), and any free trial of the Services.

2. Non-compliance with these Terms

If a User does not comply with these Terms, GeoOp may, at its sole discretion and with or without notice, cancel or suspend that User's account and refuse to provide Services to that User.

3. Amendments

GeoOp reserves the right to amend or update these Terms and the Application, Website and/or Services it provides at any time with or without notice to Users, and may also add new features that will be subject to the Terms. Any User who continues to use the Application, Website or Services after any changes have been made will be taken to have agreed to those changes. Users should therefore check these Terms regularly. New versions of these Terms will be dated according to the date on which they took effect.

4. Application

The Application, Website and Services are provided on an "as is" and "as available" basis, and you acknowledge that the use of the Services is at your sole risk. GeoOp disclaims any and all responsibility and liability for the availability, timeliness, security or reliability of the Application.

GeoOp reserves the right to modify, suspend or discontinue the Application, Website or Services (or any part thereof) 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 the Application, Website or Service.

GeoOp does not warrant that: (a) the Services will meet your specific requirements; (b) the Services will be uninterrupted, timely, secure, or error-free; (c) the results that may be obtained from the use of the Services will be accurate or reliable; (d) the quality of any products, services, information, or other material purchased or obtained by you through the Services will meet your expectations; or (e) any errors in the Services will be corrected.

You acknowledge that GeoOp may use third party suppliers to provide necessary hardware, software, networking, connectivity, storage and related technology required to provide the Services. The acts and omissions of those third party suppliers may be outside of GeoOp's control, and GeoOp does not

accept any liability for any loss or damage suffered as a result of any act or omission of any third party supplier.

On behalf of itself and such third party suppliers, GeoOp excludes any other warranties that may be implied or otherwise apply under statute or otherwise under applicable law, to the maximum extent permitted by law.

5. Account information

In order to access and use the Application, Website and/or Services, Users will need to:

provide certain information about themselves, including a full legal name and email address (as prompted by the Website) (“Account Information”); and be a natural person, as accounts and User logins may not be registered or accessed via automated methods.

All Users agree to provide true, accurate, current and complete Account Information, and to maintain and promptly update their Account Information in order to ensure that it remains true, accurate, current and complete.

6. Responsibility

Each User will be responsible for all activity that results from its use of the Services. GeoOp disclaims any and all liability in relation to each Users’ use of the Services, and will not be held accountable if a User suffers any loss or damage as a result of its use of the Services, including (but not limited to) any loss or damage resulting from:

any downgrade of the Services that Users may opt for through the Website; and the cancellation of any User’s account.

7. No illegal use

No User may use the Applications, Website or Services for any illegal or unauthorised purpose, or upload any information that is in breach of any confidentiality obligation, copyright, trademark or other intellectual property or proprietary rights of any person, entity or organisation.

GeoOp reserves the right, but shall have no obligation, to investigate your use of the Application, Website or Services 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

8. No malicious use

Users may only access the Application, Website and Services through the interface provided by GeoOp, and must not use the Application, Website or Services for any malicious means, or abuse, harass, threaten, intimidate or impersonate any other User of the Applications, Website or Services.

9. Fair use

GeoOp reserves the right monitor and enforce the terms of it’s fair use policy at all times. GeoOp reserves the right to cancel or suspend any User’s account at any time if it feels GeoOp’s fair use policy has been breached.

All users agree that the below “User Definitions” are fair and correct;
“Licence” (on a Licence pricing plan only) – an Active user in GeoOp, Licences can be a staff member, contractor, truck or asset, as desired by you. All Active users can be assigned to jobs, access GeoOp via the Application and/or Website, and receive SMS messages via GeoOp;
“Field Worker” (on a Mobile user pricing plan only) – a user that undertakes jobs. This user can be assigned to jobs, access GeoOp via the Application and/or Website, and receive SMS messages via GeoOp;
“Office Worker” (on a Mobile user pricing plan only) – a user based in the office who accesses GeoOp via the Website only. This user should not be assigned to jobs, cannot access GeoOp via the Application and cannot receive SMS

messages via GeoOp. "Office Workers" are free on the mobile user pricing plan only.

10. Payments

All Services are charged in advance on a monthly or annual basis and are non-refundable, including for any part period of Services, Service upgrades or downgrades or unused Services in an open account. The value of any used subscription or other credit in relation to your account is non-refundable.

GeoOp will not be held liable in any way for any lack of refunds in connection with the Services. A valid credit card number is required for paying User accounts.

If a User is carrying out a free trial of the Services (as offered on the Application, Website), the free trial will begin on the day that the User's account is opened and end 14 days later. At the end of the free trial period, Users will need to provide a valid credit card number in order to further use the Services.

GeoOp will charge a User's credit card for any upgrade that a User opts for in respect of the Services from the date of the upgrade.

11. Fees

The fees charged for the Services ("Fees") are subject at all times to change by GeoOp giving 30 days notice, which will be posted on the Website. GeoOp shall not be liable to Users or any third party for any modification to the Fees.

12. Taxes

All Fees are exclusive of all taxes (other than New Zealand GST), and the User indemnifies and holds GeoOp harmless against any claims by any tax authority for any underpayment of any sales, use, goods and services, value added or other tax or levy, and any penalties and/or interest.

13. Cancellation of accounts

GeoOp reserves the right to cancel or suspend any User's account at any time in its sole discretion, and all Users are entitled to cancel their account with GeoOp at any time. All cancellations will result in the deactivation of the User's account.

An email or phone request to GeoOp to cancel a User account is not considered cancellation. Users may only cancel their account through the Website. If a User elects to cancel its account, cancellation will not become effective unless and until no money is owing on that User's account. If you cancel the Services before the end of your current paid up period, your cancellation will take effect immediately and you will not be charged again.

Your data and content will not be deleted from our systems upon cancellation of your account. This content can be recovered upon your account being reactivated. GeoOp is not liable for any loss or damage following, or as a result of, cancellation of your account, and it is your responsibility to ensure that any content or data which you require is backed-up or replicated before cancellation.

14. Account downgrades

Users may downgrade their accounts (for example, from 15 Licences to 5 Licences) at any time by following the steps on the Website. The downgrade will become effective on your next billing date. No refunds will be paid in respect of any unused portion of any higher account offering.

Downgrading your Services may cause the loss of content, or features of capacity of your account. If you choose to downgrade your account, GeoOp does not accept any liability for the resulting loss of data, content, features or capacity.

15. Liability

GeoOp shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if GeoOp has been advised of the possibility of such damages), resulting from: (a) the use or the inability to use the Service; (b) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the Services; (c) unauthorised access to or alteration of your transmissions or data; (d) statements or conduct of any third party regarding the Services; or (e) any other matter relating to the Services.

GeoOp's maximum aggregate liability under or in connection with this Agreement shall be limited to the amount of Fees paid to GeoOp by the relevant User during the last twelve months.

16. Indemnity

Each User indemnifies, and will keep indemnified, GeoOp against all forms of liability, actions, proceedings, demands, costs, charges and expenses which GeoOp may incur or be subject to or suffer as a result of the relevant User's use of the Services.

17. Intellectual property

All Users agree that GeoOp owns all of the intellectual property rights existing in the Application, Website and Services. However, GeoOp claims no intellectual property rights in relation to the information or content uploaded to the Application or Website by Users.

18. GeoOp branding

No User may publish or use GeoOp's brand, branding or logos except with GeoOp's prior written consent.

19. Technical support and malfunctions

GeoOp is committed to providing excellent customer service. GeoOp will try to promptly address (during normal business hours) all technical issues that arise on the Application, Website or in connection with the Services. However, GeoOp will not be liable for any loss suffered as a result of any partial or total inability to use the Services (either in whole or in part). You agree that GeoOp's support team may access your account from time to time in order to diagnose and fix any problems.

20. Security

Users are responsible for maintaining the security of their account and password on the Application and/or Website. GeoOp will not be liable for any loss or damage that may result from any failure to keep User names and passwords secure.

GeoOp makes efforts to keep content uploaded by Users secure, but will not be liable for any loss or damage that may result from any breach of security, or any unauthorised access or use of that content.

21. General provisions

These Terms represent the entire agreement between GeoOp and you in relation to the use of the Services and supersede any prior agreement, understanding or arrangement between the Parties in relation to such matters, whether oral or in writing.

You may not assign or transfer, or agree to assign or transfer, any of your rights and obligations in relation to the Services and/or these Terms to any other person without GeoOp's prior written consent.

If any part or provision of these Terms is found by a court or other competent authority to be invalid, unenforceable or in conflict with the law, that part or provision is replaced with a provision which, as far as possible, accomplishes the original purpose of that part or provision, the remainder of the Terms will be binding on the Parties.

If GeoOp waives any breach of these Terms, this will not constitute a waiver of any other breach. No waiver will be effective unless made in writing.

A person who is not a party to these Terms has no right to benefit under or to enforce any of the provisions of these Terms.

22. Governing law and jurisdiction

These Terms shall be governed by New Zealand law, and all Users submit to the exclusive jurisdiction of the New Zealand courts for any matter or dispute arising in relation to these Terms.

23. GeoOp uses PromisePay Pty Ltd as its third party service provider for Payment Services. By buying or selling on www.geoopwordpress-wpengine-com.geoop.com you agree to be bound by PromisePay's Privacy Policy which is located at <http://www.promisepay.com/privacy> and hereby consent and authorize GeoOp and PromisePay to share any information and payments instructions you provide with one another and, to the extent required to complete your transactions, with any third party service provider(s). By listing or selling items on www.geoopwordpress-wpengine-com.geoop.com you also agree to be bound by PromisePay's User Terms which are located at: http://www.promisepay.com/seller_agreement.