

# Visitor Management License Terms and Conditions



Carefully read the following License Agreement and the Privacy and Security Statement in the 'menu' of this web site. By 'accepting' this Agreement you are consenting to be bound by and are becoming a party to this Software License Agreement (Agreement).

## **1 Parties to this Agreement**

This Agreement is between You ("Licensee") and Locating Us Limited, ("Licensor").

## **2 Trial Period**

The first 30 Days of this License is termed the 'Trial Period' and you are considered a 'Prospective Customer'. The Trial Period allows you to evaluate the Software. During the Trial Period the License Fees do not apply. Upon expiry of the Trial Period you will be contacted by our Support Centre (or Authorised Reseller) and asked to confirm if you wish to continue your use of the Software. Your agreement to continue and/or your continued use of the Software means you become a 'Licensed User' and are bound by the terms of this Agreement.

## **3 Trial Termination**

If for any reason we suspect you have no intention of becoming a Licensed User we reserve the right to terminate your trial without prejudice immediately.

## **4 Term**

There is a minimum Term of 12 months which commences the day after your Trial Period finishes. There is a 36 month option and Terms beyond 36 months can be agreed to in writing between you and us or you and our Authorised Reseller.

## **5 Notice to Terminate Agreement**

You can terminate this Agreement by giving 30 days notice (in writing or via email). Your License will terminate and your account will be deactivated 30 days after we receive your Notice to Terminate. Should you terminate your License there is no refund of License Fees paid in advance. All monies owed for the remainder of your Term must be paid in

full upon Termination. You can download all information pertaining to your account from the Application upon termination. We will confirm, in writing, that we have deleted all copies of your account information from our systems except that information that we must retain for our own company records that shows you were a Customer and we are obligated to retain by Law.

## **6 License Grant**

The License is for the use of the web application ("Application") referred to as 'whosOnlocation Visitor Management' and the related explanatory written materials ("Documentation") available through the web site application. The "Application" includes any upgrades, modified versions, and updates to the Application developed by us. "You" means the person or company who is being licensed to use the Application or Documentation and is defined by the person or company named as the 'customer' in the online registration part of the Application. "We" and "us" means Locating Us Limited.

We hereby grant you a non-exclusive, non-transferable, limited license to use the Application from an unlimited number of computer or internet enabled devices, provided such use is limited to the licensee's internal business operations. The Application is "in use" and the license commences upon the completion of the registration process.

## **7 The Application's Purpose**

The primary purpose of the Application is to enable users to manage visitor registrations, contractor management, and staff safety verification at your location/s. All of the features available in the Application and the use thereof are covered by this License Agreement. The Application can be used for both permanent and temporary locations. You can add new location/s any time as long as those locations are under your control and form a part of your daily business operations. The Application does not require any software to be downloaded by you as the Application is web-based and is hosted in a secure facility.

## **8 Use of Application by You**

Users of the Application can only use the Application and enter data for its intended purpose – that being the management of visitor registrations, contractor management, and staff safety verification. Any misuse of the Application, by whatever means, is considered a breach of this agreement and you indemnify us against any claim which is a result of the misuse of the Application by your registered users.

## **9 Archiving of Data in the Application**

Locating Us perform a full backup of all data in the Application daily. All data in the Application related to you and your locations and users is available upon request at any time. You are also able to access data through the online reports available in the Application.

## **10 Title**

This license is not a sale. We remain the owner of all right, title and interest in the Application and Documentation.

## **11 Title to Customer Data**

You remain the owner of all right, title and interest of your Account Data. Such Data consists of Visitor Records, Contractor Records, and Staff Records.

## **12 Privacy and Security**

Locating Us Ltd's (Locating Us) policy is to respect and protect the privacy of our users. This policy statement tells you how we collect information from you and how we use it. Locating Us follows five core principles of privacy protection in the operation of its Application:

1. Notice/Awareness of Locating Us' information practices
2. Choice/Consent to provide information
3. Access/Participation to/in your own data
4. Integrity/Security of the Data Collected
5. Enforcement/Redress through self-regulation.

Please refer to the Privacy and Security Statement in the menu.

## **13 Force Majeure**

We are not responsible for the Application being unavailable where the cause of the event is outside of our control. Such events include, but are not limited to, Acts of God, Terrorism, Earthquake, Flood, Internet Outage, Power Failure, or any other Force Majeure event.

## **14 Definition**

Visitors means people that are processed through the Application and includes both visitors and contractors.

## **15 License Fees**

License Fees are as per the Published Rates on our web site (<http://www.locatingus.com/Visitorpricing/>). We will accept your payment in USD, EURO, AUD (Australian), or British Pounds.

## **16 Small Business License**

To qualify a location onto the Small Business Plan that location must have no more than 50 visitors per month. We reserve the right to assess your visitor count at any time. If you are exceeding 50 visitors per month on average then we will contact you and advise that your Small Business Plan for the effected location will be upgraded to the most appropriate Plan for the remainder of the term.

You will be invoiced the difference between the Small Business Plan and the new Plan for the remaining period. Your new license Plan will take effect from the 1st Day of the month following the assesment. There is no refund for a subsequent drop down to below 50 visitors and the location shall remain on the new Plan until the end of the current term of the License at which time a new assessment can be requested in writing by you.

## **17 Payment for Use of Application**

We, or our Authorised Reseller, will contact you at the conclusion of your 30-Day Free Trial. If you choose to become a Licensed User you can nominate your payment frequency (Monthly, Quarterly, or Yearly). If you are a direct Customer of Locatingus we will issue you an invoice via email and you must pay our invoice by the Due Date to retain your active account status. License Fees are payable in advance.

All Invoices are sent to the 'Billing Address' registered against your Organisational Profile online at <https://vm.locatingus.com>.

If you are a Licensed User through one of our Authorised Resellers they retain the right to invoice on a different cycle agreed by you and them.

## **18 New Services and Fees**

In the event we introduce New Services and Features that we feel require an adjustment to the License Fee or the introduction of a new fee for that respective new feature's use; we will advise you 30 days prior to the new feature going 'live' in the Application. You are not obligated to accept any new service or feature that requires an adjustment to an existing fee or the introduction of a new fee.

## **19 Current Fee Reviews**

Any adjustment to Current Fees must be issued in writing to you at least 30 days prior to the commencement of that fee adjustment.

## **20 Customer Helpdesk**

Locating Us operates a helpdesk to administer user enquiries. There is no charge for this service. International Callers call: +64 4 460 5218 (charges may apply from your local carrier). Local free call 0508 53 53 53 during normal business hours 9am to 5pm business days.

## **21 Reseller Helpdesk**

Resellers may operate a Helpdesk to administer user enquiries. Your Reseller will advise you of their number and hours of availability.

## **22 User Training**

User Training Documentation is available via the 'Help Centre' link at the footer of the application dashboards. On-site User Training is provided by request and is delivered under mutually agreed timeframes and terms.

## **23 Your Acceptance of These Terms**

By using this Application, you signify your assent to this policy statement regarding online privacy.

If you do not agree to our terms and conditions of use, then please do not use our Application. Your continued use of the Application (accessed via secure logon at <https://vm.Locatingus.com>) following the posting of changes to our Terms and Conditions will mean you accept those changes.

If you have any questions about the terms and conditions of use, the practices of this Web site Application, or your dealings with Locating Us, or our Authorised Reseller, you may contact us at the address below.

via email at [info@locatingus.com](mailto:info@locatingus.com) or by writing to:

Customer Services  
Locating Us Ltd  
P.O. Box 31648  
Lower Hutt  
New Zealand