

## Definitions

**Content** means the written and visual content used for the Services and on the Website including all text, graphics, user interfaces, sound, image, video, artwork and computer code.

**Privacy Policy** means the privacy policy published on we-do-IT's website from time to time.

**Services** means the LatLonGO® application, platform, software and/or related functions and services.

**Terms** means these terms of use and the Privacy Policy as updated from time to time

**we-do-IT** represents we-do-IT Holding Pty Ltd and its related entities and related bodies corporate (as defined in the *Corporations Act 2001* (Cth)) and subsidiaries and affiliates.

**We/our/us** means we-do-IT.

**Website** means <http://latlongo.com> or [www.we-do-it.com](http://www.we-do-it.com) and any other website provided by we-do-IT relating to the Services.

**You** means the consumer of the Services.

## Interpretation

In these Terms unless the context requires otherwise:

1. reference to a person includes any other entity recognised by law and vice versa;
2. the singular includes the plural and vice versa;
3. any reference to any of the parties by their defined terms includes that party's executors, administrators or permitted assigns;
4. words importing one gender include every gender;
5. an agreement, representation, or warranty on the part of two or more persons binds them jointly and severally;
6. an agreement, representation, or warranty in favour of two or more person is for the benefit of them jointly and severally;
7. reference to a statute, ordinance, code, or other law includes regulations and other instructions under it and consolidations, amendments, re-enactments, or replacements of it;
8. references to "\$" are references to the currency of Australia; and
9. clause headings are for reference purposes only.

## Your relationship with we-do-IT

- Your use of the Services is subject to these Terms. By accessing and using the Services, you agree to and accept these Terms which form a binding contract between you and we-do-IT.

- we-do-IT reserves the right to change these Terms at any time at its sole discretion. It is your responsibility to periodically check these Terms for changes. You understand and agree that by using the Services after the date on which the changed Terms are posted on our Website, you have agreed to and accept those updated Terms.
- You represent that you have full power, capacity and authority to accept these Terms. If you are accepting these Terms on behalf of your employer or any other entity, you represent that you have full legal authority to bind your employer or other entity to these Terms.
- If the Terms are unacceptable to you at any time, you must terminate the agreement by ceasing use of the Services.

### **Grant of Licence**

- Upon your acceptance of these Terms (and if applicable, payment of the relevant fee), we-do-IT grants you a personal, non-exclusive licence to use, access, download, view, copy, and print the Services and Content available on the Website, for your sole use as a licensee. As a condition of this grant of licence, you agree not to distribute content obtained through we-do-IT to any third party.
- You may use the Services to create original data, content or imagery from data that you input to the Services ("Your Data") subject to these Terms and particularly clause 11.
- For enquiries regarding additional uses not provided for by these Terms, please [contact we-do-IT](#).

### **Provision of Services**

- we-do-IT may provide the Services to you at a fee which may include resource limitations such as a limit on the number of transactions you may undertake in a specified period. You agree that your use of the Services is subject to any such resource limitations which have been disclosed to you.
- we-do-IT beside its commercial services provides free LatLonGO® services with resource limitations. You acknowledge and agree that we-do-IT may impose or adjust the limit on the number of transactions you may send or receive through the Services or the resources you may use; such fixed upper limits to be set by we-do-IT at any time, at we-do-IT's sole discretion.

### **Your Account**

- In order to access the Services, you may be required to create an account with us.
- You must ensure that any information you give to us is accurate, correct, and up to date.
- You are solely responsible for your use of the Services. You must notify us immediately if you become aware of any unauthorised use of your account or your password and immediately take all steps necessary to protect your account.

- When you notify we-do-IT of your account being accessed without your authority or your account or passwords not being secure, we-do-IT may restrict or prohibit your use of the Services at its sole discretion.

## **Permitted Use**

- Personal and non-commercial purposes for which you are licensed;
- Those purposes which are described by us on our Website or which is apparent from the Content;
- Where expressly permitted by these Terms;
- Where expressly permitted by any applicable third party contract, law or regulation in the jurisdiction in which you access the Services; and
- In compliance with all applicable policies or guidelines made available by we-do-IT either directly to you or in its Website; you agree to use the Services only for the following purposes: and you warrant that you have made all enquiries necessary to satisfy yourself that your use is permitted in accordance with this clause 4.1.
- Any rights not expressly granted herein or otherwise agreed to in writing between you and we-do-IT are prohibited. In particular, you may not (and may not attempt to or permit anyone else to do or attempt to:
  - access or use the Services or any Content through any technology or means other than those provided in the Services, or through other explicitly authorised means we-do-IT may designate;
  - access Services or resources not made available to you through a standard web browser or we-do-IT products;
  - use the Services in a manner that gives you or any other person access to mass downloads or bulk feeds of any Content, including but not limited to numerical latitude or longitude coordinates, imagery, and visible map data;
  - reverse-engineer, decompile, access, attempt to extract the source code or hack we-do-IT Services not made readily available to you (without consideration given to how reasonable the means used are to keep such secure);
  - copy, translate, modify, create a derivative work of, or publicly display any Content or any part thereof (for example, creating a server-side modification of map tiles);
  - use, edit or publish Content obtained through Services with any other Services or application besides we-do-IT;
  - use Services in such a manner as to adversely affect we-do-IT and its commercial interests;
  - remove, obscure or alter in any manner any warning, notice (including but not limited to any copyright or other proprietary rights notice), or link that appears in the Services or the Content;
  - remove, obscure or in any manner alter we-do-IT's intellectual property;
  - manually or systematically harvest information contained within the Services;

- interrupt the operation of the Services, modify any Content or attempt to defeat or circumvent our security measures;
  - hide or mask from we-do-IT your identity as you use the Services;
  - fail to explicitly identify and/or acknowledge we-do-IT in any works created pursuant to clause 10;
  - infringe the rights of others including but not limited to proprietary rights;
  - violate any policies we-do-IT may develop from time to time;
  - use the Services for illegal, improper, or inappropriate purposes (including but not limited to defamation or harassment of others; distribution of obscene or indecent material; stalking; or distribution of content in violation of the proprietary rights of others); and/or
  - publish or display any content that falsely expresses or implies a relationship between you and we-do-IT or that such content is sponsored or endorsed by we-do-IT without our express prior written permission.
- Any of the foregoing, whether merely attempted or successfully executed, is a material breach of these Terms and your use of the Services will be immediately terminated without notice or compensation to you.

### **Provision of Services by we-do-IT**

we-do-IT has numerous global subsidiaries and affiliated legal entities (“Subsidiaries and Affiliates”). At times, these companies will provide the Services to you on behalf of we-do-IT. You acknowledge and agree that Subsidiaries and Affiliates are entitled to provide the Services to you.

### **Changes to the Services**

- we-do-IT may, in its sole discretion cease providing any version of the Services (whether through discontinuation of the Services or by upgrading the Services to a newer version), in which case the version of the Service then in use will be deprecated and become the “Deprecated Version of the Service”.
- we-do-IT will cause a warning message or announcement to issue if a version of the Service will be deprecated. For a period of one year after the date of the first warning or announcement (the “Deprecation Period”), we-do-IT will use commercially reasonable efforts to continue to operate the Deprecated Version of the Service and to respond to problems with the Deprecated Version of the Service deemed by we-do-IT in its discretion to be critical. During the Deprecation Period, no new features will be added to the Deprecated Version of the Service.
- we-do-IT reserves the right in its discretion to cease providing all or any part of the Deprecated Version of the Service immediately without notice if:
  - we-do-IT is required to do so by law (for example, due to a change to the law governing the provision of the Deprecated Version of the Service); or
  - the Deprecated Version of the Service relies on data or services provided by a third party partner and the relationship with such partner has expired or been terminated or requires we-do-IT to change the way we-do-IT provides the data or services through the Deprecated Version of the Service; or

- providing the Deprecated Version of the Service could create a substantial economic burden as determined by we-do-IT in its reasonable commercial judgment; or
- providing the Deprecated Version of the Service could create a security risk or material technical burden as determined by we-do-IT in its reasonable commercial judgment.
- we-do-IT is constantly innovating in order to provide the best possible experience for its customers. At any time prior to discontinuing a version of the Services or upgrading to a new version of the Services, we-do-IT may, in its discretion as part of this continuing innovation, label certain features or functionality of the Service as “experimental” or “beta”. You acknowledge and agree that these experimental or beta functions may experience errors or problems from time to time. We invite you to provide us with feedback through our Website.

### **Refund Policy**

we-do-IT will provide a refund to you only if we terminate the Services without cause before the end of a month for which you have paid. There are no other circumstances in which you will be entitled to a refund from we-do-IT.

### **Intellectual Property**

- You acknowledge and agree that we-do-IT (or we-do-IT’s licensors and suppliers, as applicable) own all legal and beneficial right, title and interest in and to the Services and Content, including all intellectual property rights that subsist in the Services and Content regardless of whether those rights are registered, and regardless of where in the world those rights may exist.
- The compilation (meaning the collection, arrangement and assembly) of all Content is the exclusive property of we-do-IT and is protected by Australian copyright laws. All software, integrated in the Website or used in connection with the Website or the Services is the property of we-do-IT and is protected by Australian copyright laws.
- These Terms do not transfer any rights to redistribute, prepare derivative works from, or acquire ownership or any interest in the Content, Website or the Services.
- we-do-IT’s logos, and other marks used as part of the Website and/or the Services are trade marks which may or may not be registered. Other names appearing on the Website may be trade marks of their respective owners. These trade marks may only be used where authorised by we-do-IT or otherwise permitted by law. Any use not authorised by we-do-IT shall be considered a material breach of these Terms.

### **Third Party Information**

- The Content may include hyperlinks to other websites or content or resources. we-do-IT has no control over any web sites or resources that are provided by companies or persons other than we-do-IT. You acknowledge and agree that we-do-IT is not responsible for the availability of any such external sites or resources, and does not

endorse any advertising, products or other materials on or available from such websites or resources.

- Services provided by we-do-IT may contain data and/or images belonging to third parties. You may not delete or in any manner alter these trade names, trademarks, service marks, logos, domain names, and other distinctive brand features.
- In addition, we-do-IT provides the ability to view, access and incorporate maps and content that is provided by other software and content providers such as HERE Maps, Google, Microsoft, ESRI, OpenStreetMap and others through the use of web services and interfaces, including but not limited to a web map service. Use of third party data and/or images is subject to the relevant third party's terms and conditions including any license agreements or additional use restrictions. You are solely responsible for compliance with all applicable third party terms, conditions and restrictions. we-do-IT may have entered into licence agreements with third parties and it is your responsibility to check for any applicable licence agreements or use restrictions in force from time to time. If a modification to any third party licence agreement, or third party terms, conditions or restrictions is unacceptable to you, you may cancel your access upon written notice to we-do-IT or discontinue use of the Services, as applicable. Continued use of the Services will constitute acceptance of those additional third party terms, conditions and restrictions.

### **Licence Restrictions**

- When sharing, uploading, transmitting or publishing Your Data, you must:
  - ensure that a we-do-IT or LatLonGO® logo is visible in that content;
  - provide end users with a hypertext reference link to we-do-IT LatLonGO® platform from that content; and
  - not incorporate Your Data into any work for which you charge a fee.
- In the event that you make use of the we-do-IT LatLonGO® PRO Edition content sharing feature or otherwise upload, transmit or publish any of Your Data in any way to any audience, you hereby grant we-do-IT a non-exclusive, revocable, royalty free licence to:
  - use Your Data for its own commercial purposes including to use, distribute, reproduce, modify, adapt, publicly perform and publicly display Your Data; and
  - insert any we-do-IT or LatLonGO® logo into that content.
- If by use of the Services you develop a project or solution for use by other users, you must:
  - explicitly acknowledge and identify we-do-IT;
  - display to the users of your project or solution the link to these Terms ;
  - explicitly advise your users that, by using your project or solution they are agreeing to be bound by these Terms; and
  - protect the privacy and legal rights of those users.
- You confirm and warrant to we-do-IT that you have all the rights, power and authority necessary to grant the above licence.

### **Terminating this Agreement**

- The Terms will continue to apply until terminated by either you or we-do-IT.
- You may terminate your legal agreement with we-do-IT by discontinuing your use of the Services at any time. You do not need to specifically inform we-do-IT when you stop using the Services.
- we-do-IT may, at any time, terminate its agreement with you or cease providing all or any part of the Services immediately without notice if:
  - you breach any of the Terms (or have acted in manner that clearly shows that you do not intend to, or are unable to comply with the Terms); or
  - we-do-IT is required to do so by law (for example, due to a change to the law governing the provision of the Services); or
  - the Services relies on data or services provided by a third party partner and the relationship with such partner has expired or been terminated or requires we-do-IT to change the way we-do-IT provides the data or services through the Services; or
  - providing the Services could create a substantial economic burden as determined by we-do-IT in its reasonable commercial judgment; or
  - providing the Services could create a security risk or material technical burden as determined by we-do-IT in its reasonable commercial judgement.

### **Limitation of Liability**

You expressly understand and agree that we-do-IT will not be liable to you for:

- Any direct, indirect, incidental, special, consequential or exemplary damages that may be incurred by you, howsoever caused and under any theory of liability including but not limited to loss of profit, loss of goodwill or business reputation, loss of data, costs of procurement of substitute goods or services, or other intangible losses;
- Any reliance placed by you on the completeness, accuracy or existence of any advertising or as a result of any relationship or transaction between you and any third party who is in any way associated or appears on the Website or on the Services;
- Any changes that we-do-IT makes to the Services or any permanent or temporary cessation of the provision of the Services or any features thereof;
- The deletion of, corruption of, or failure to store any content and other communications or data maintained or transmitted by or through your use of the Website or the Services
- Your failure to provide we-do-IT with accurate account information or your failure to maintain your account or secure your account details including but not limited to your password;

and you agree that this is a proper allocation of risk in the circumstances and will apply whether you have advised us or we should have been aware of the possibility of any such loss or damages.

## Exclusion of Warranties

- To the maximum extent permitted by law, we-do-IT's excludes all liability for any breach, loss, claim, demand, penalty or liability. Nothing in these Terms excludes or limits we-do-IT's liability for losses that may not be lawfully excluded or limited by applicable law.
- You expressly understand and agree that your use of the Services and the Website is at your own risk and that the Services and the Website are provided "as is" and "as available." In particular, we-do-IT does not represent or warrant that:
  - Your use of the Services will meet your particular requirements whether those requirements are disclosed to us or not;
  - Any information obtained by you as a result of your use of the Services will be accurate or reliable; and/or
  - That the Services or the Website will be available at any particular time.
- No advice or information obtained by you from we-do-IT in any manner will create any warranty other than as expressly stated in these Terms.
- we-do-IT expressly disclaims all warranties and conditions of any kind, whether express or implied, including but not limited to warranties and conditions of merchantability, fitness for purpose and non-infringement.

## Indemnity

- You hereby agree to indemnify, defend and hold we-do-IT, its officers, directors, agents, affiliates, licensors and their suppliers ("the Indemnified Parties") harmless from and against any claim, loss, demand, penalty or liability arising out of:
  - your use of the Services;
  - your use of the Services in breach of the Terms or applicable policies;
  - any use by users of Your Data realised through the we-do-IT Services platform;
  - any claim that your we-do-IT projects or your Content violates any applicable law, including but not limited to any claim that infringes the rights of a third party.
- You will cooperate as fully as reasonably required in the defence of any claim. we-do-IT reserves the right, at its own expense, to assume the exclusive defence and control of any matter subject to full indemnification by you. You acknowledge that damages for improper use of we-do-IT's Content may be irreparable; therefore, we-do-IT is entitled to seek equitable relief, including but not limited to preliminary injunction and injunction, in addition to all other remedies available at law.
- You acknowledge and agree that we-do-IT is not liable for any loss or damage that may be incurred by you as a result of the availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products, or other materials on, or available from, such websites or resources.



## **General Terms**

### **Notices**

You agree that we-do-IT may provide you with notices, including those regarding changes to the Terms, by email, regular mail, or by posting on the Services.

### **No Waiver**

You agree that if we-do-IT does not exercise or enforce any legal right or remedy contained in the Terms (or that we-do-IT has the benefit of under any applicable law), this will not be taken to be a formal waiver of we-do-IT's rights and that those rights or remedies will still be available. Any waiver of any provision of these Terms will be effective only if we-do-IT expressly states in writing that it is waiving a specified term.

### **Severability**

If any court of law that has jurisdiction rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.

### **Assignment**

The Terms may be assigned by we-do-IT.

### **Governing Law**

The Terms, and your relationship with we-do-IT under the Terms, will be governed by the laws of Victoria, Australia. You and we-do-IT agree to submit to the exclusive jurisdiction of the courts of Victoria, Australia to resolve any legal matter arising from the Terms. Notwithstanding this, you agree that we-do-IT will be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

### **Complete Agreement**

These Terms constitute the whole legal agreement between you and we-do-IT and govern your use of the Services and Content, and completely replace and supersede any prior agreements between you and we-do-IT, written or oral, in relation to the Services and Content. The only enforceable obligations and liabilities of the parties in relation to the subject matter are those that arise out of the provisions contained in these Terms. All representations, communications and prior agreements in relation to the subject matter are merged in and superseded by these Terms.

## **Relationship of Parties**

Unless otherwise stated:

- nothing in these Terms creates a joint venture, partnership, or the relationship of principal and agent, or employee and employer between the parties; and
- no party has the authority to bind any other party by any representation, declaration or admission, or to make any contract or commitment on behalf of any other party or to pledge any other party's credit.

## **Remedies**

The rights of a party under these Terms are cumulative and not exclusive of any rights provided at law.