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### Contents

Click on the section that you are interested in.

<b>1</b>	<b>About the Telstra Track and Monitor service section</b>	<b>2</b>
	Our Customer Terms	2
	Inconsistencies	2
<b>2</b>	<b>About the Service</b>	<b>2</b>
	What is the Service?	2
	Components of the Service	2
	Availability	3
	Using the Service	4
<b>3</b>	<b>Track and Monitor Portal and API Terms</b>	<b>4</b>
<b>4</b>	<b>Track and Monitor App</b>	<b>5</b>
<b>5</b>	<b>Track and Monitor Devices</b>	<b>5</b>
	Delivery	5
	Warranty	6
<b>6</b>	<b>Data Allowances</b>	<b>6</b>
<b>7</b>	<b>Help desk</b>	<b>6</b>
<b>8</b>	<b>Your responsibilities and other obligations</b>	<b>6</b>
<b>9</b>	<b>Fees and charges</b>	<b>8</b>
<b>10</b>	<b>Term, cancellation, and third party suppliers</b>	<b>8</b>
	Term	8
	Cancellation	8
	Third party suppliers	9
<b>11</b>	<b>Privacy and Surveillance</b>	<b>9</b>
<b>12</b>	<b>Liability</b>	<b>11</b>
<b>13</b>	<b>Service levels and availability</b>	<b>11</b>
<b>14</b>	<b>Definitions</b>	<b>12</b>

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## 1 About the Telstra Track and Monitor service section

### Our Customer Terms

- 1.1 This is the Telstra Track and Monitor service (**Service**) section of Our Customer Terms.
- 1.2 If you are a consumer customer, these [General Terms of our Customer Terms](#) apply. If you are a small business customer, these [General Terms of our Customer Terms](#) apply.

### Inconsistencies

- 1.3 If the General Terms of Our Customer Terms are inconsistent with something in this section, then this section applies instead of the applicable General Terms of Our Customer Terms to the extent of the inconsistency.
- 1.4 If a provision of this section gives us the right to suspend or terminate your service, that right is in addition to our rights to suspend or terminate your service under the General Terms of Our Customer Terms.

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## 2 About the Service

### What is the Service?

- 2.1 The Service allows you to attach a Track and Monitor Device to your assets and use the Track and Monitor Portal or App to track and monitor the last known approximate location of the Track and Monitor Device through approximate location tracking and monitoring.

### Components of the Service

- 2.2 Each Service comprises:
  - (a) access to the Track and Monitor Desktop Portal;
  - (b) access to the Telstra Track and Monitor mobile application (**Track and Monitor App**); and
  - (c) access to the Telstra Track and Monitor API via TelstraDev (**API**) if you elect to take it with your Service; and
  - (d) Track and Monitor Devices as purchased by you from our range of supported Devices.

# Our Customer Terms

## Telstra Track and Monitor Service Section

- 2.3 There is no limit to the amount of Track and Monitor Devices you can have on your Service. However, you can only have one Service per Telstra billing account number

### **Availability**

- 2.4 You acknowledge and agree that:
- (a) the Service uses Bluetooth, Wi-Fi and LTE technologies to help locate Track and Monitor Devices and not all Track and Monitor Devices use all of these technologies;
  - (b) some Track and Monitor Devices communicate their presence, and require detection by a crowd-sourced community of users (whose devices help locate Track and Monitor Devices) and may not be able to communicate their location when not in range of other community members;
  - (c) accordingly, the type, existence and extent of coverage will vary from location to location and will not be the same at all times;
  - (d) we do not support the use of the Service on all mobile platforms or all browsers and it is your responsibility to acquire and maintain supported mobile platforms and browsers for use with the Service (details of which can be provided on request);
  - (e) the location of Track and Monitor Devices displayed in the Track and Monitor Portal is approximate only and can be impacted by factors including the accuracy of GPS and other geolocation services and the distance of your Track and Monitor Devices from where they are detected by our mobile network or other community members (as applicable) ; and
  - (f) the Service may not be available in all locations and is intended for use within Australia.
- 2.5 You may experience disruptions and detrimental limitations to the Services, due to a number of factors, including:
- (a) insufficient battery charge or insufficient exposure to direct sunlight for Track and Monitor Devices that are charged through solar power;
  - (b) exposure to water or moisture;
  - (c) insufficient LTE or CAT-M1 network coverage;

- (d) for devices using Wi-Fi geo-location, insufficient Wi-Fi networks nearby; or
- (e) for Bluetooth Track and Monitor Devices, insufficient detection by the Telstra Bluetooth community.

### Using the Service

- 2.6 To use the Service, you must have a compatible device that:
- (a) is connected to the internet; and
  - (b) has a supported mobile platform or browser.
- 2.7 You must not use the Service (or any part of it):
- (a) for any purpose other than that for which it was intended, or in a manner that is excessive or unusual, or to menace or harass any person; or
  - (b) for high risk scenarios (including scenarios where the use or failure of the Telstra Track and Monitor Service could lead to death, personal injury or environmental damage), for mission critical or medical applications, in an embedded vehicle system, in connection with navigation or control of an autonomous or semi-autonomous vehicle or drone, or for any business-critical functions.
- 2.8 Extreme environmental conditions (for example, prolonged exposure to temperatures below -20°C and above 60°C) may affect and shorten the life of the Track and Monitor Device and battery life.

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## 3 Track and Monitor Portal and API Terms

- 3.1 The Telstra Track and Monitor Portal will store information gathered from Track and Monitor Devices, and any other information that you input into the Track and Monitor platform. The Track and Monitor platform is hosted using Microsoft Azure's services.
- 3.2 By selecting the option to enable Telstra Track and Monitor™ API access via TelstraDev, you agree to be bound by the TelstraDev terms and conditions available at this website (which may be changed from time to time): <https://www.telstra.com.au/content/dam/tcom/our-customer-terms/business-government/pdf/TDEV-terms-of-use.pdf>. You will need a TelstraDev account in order to access TelstraDev, but we will not charge you for access to or use of the API.

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### **4 Track and Monitor App**

- 4.1 In order to use Track and Monitor App you will need to download the Track and Monitor App onto a compatible mobile or tablet device. The Track and Monitor App is available to download from the Google Play or Apple App store.
- 4.2 Before accessing and using the Track and Monitor App, you must accept and comply with, and must ensure that each of your End Users accepts and complies with, any end user terms associated with the Track and Monitor App (as amended from time to time). A copy of any applicable terms is available on the Track and Monitor App and on request from us.
- 4.3 The Telstra Track and Monitor App will use your mobile and tablet devices to help locate nearby lost Telstra Track and Monitor Devices and other compatible devices, including those of other Telstra Track and Monitor users. By using the Track and Monitor App you and your End Users opt-in to be part of our location community. If you (or your End Users) do not wish to opt-in to be part of the location community, you are not required to download and use the Telstra Track and Monitor App and may choose instead to use only the Track and Monitor Portal.
- 4.4 For Bluetooth only Track and Monitor Devices, in order for the Track and Monitor App to update the location of your Bluetooth Track and Monitor Devices (when in Bluetooth range), you must keep the Telstra Track and Monitor App open on your mobile device and have Bluetooth turned on. Disabling Bluetooth or force closing the Telstra Track and Monitor App will prevent location data from being transmitted.
- 4.5 Data used to access and use the Telstra Track and Monitor App on your mobile or tablet device is not included in the Service and your service provider may charge you for that data usage.

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### **5 Track and Monitor Devices**

#### **Delivery**

- 5.1 We will deliver Track and Monitor Devices to you during Business Hours to the address you provide at the time of ordering or as otherwise agreed with you in writing.
- 5.2 We will use reasonable efforts to both deliver the Track and Monitor Devices to you by the date we tell you and update you of delivery delays (if any).
- 5.3 The supply of Track and Monitor Devices depends on availability from our Supplier, and so, subject to the Australian Consumer Law provisions in the

General Terms of Our Customer Terms, we cannot guarantee to meet any particular delivery date.

### **Risk and Title**

- 5.4 Risk in each Track and Monitor Device passes to you on delivery.
- 5.5 Title in each Track and Monitor Device passes to you once we receive payment in full for that Track and Monitor Device.

### **Warranty**

- 5.6 Each Track and Monitor Device comes with statutory guarantees and other rights that cannot be excluded under consumer protection laws. Remedies are available for a breach of such guarantees or rights, including repairs or replacements and in some circumstances refunds. You can ask us to suspend your Service while your Track and Monitor Device is being repaired or replaced.
- 5.7 The battery for some Track and Monitor Devices cannot be accessed, charged or replaced. Once the battery for these Track and Monitor Devices expires, the relevant Track and Monitor Device will need to be replaced.

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## **6 Data Allowances**

- 6.1 Each Service includes a data allowance which facilitates the transmission of location information from your CAT-M1 enabled Track and Monitor Devices to the Track and Monitor Portal and Track and Monitor App. The Service only allows you to establish data connectivity, but not voice connectivity. You must only use your data allowance in respect of your corresponding Service and you must not use it respect of any other service.
- 6.2 Our FairPlay Policy (set out in [Part A – General of the Telstra Mobile section of Our Customer Terms](#)) applies to your use of the Service.

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## **7 Help desk**

- 7.1 Technical support is available 24 hours a day 7 days a week by calling 13 22 00 and saying “telstra track and monitor support” at the voice prompt.

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## **8 Your responsibilities and other obligations**

### **General**

# Our Customer Terms

## Telstra Track and Monitor Service Section

- 8.1 A reference to “you” in relation to this clause 5 includes a reference to your End Users.
- 8.2 You are responsible for:
- (a) fitting, attaching and removing each Track and Monitor Device from the item you will be tracking and we will not provide installation services to you in respect of your Track and Monitor Devices;
  - (b) pairing each Track and Monitor Device with a compatible device;
  - (c) advising your End Users that your items will be fitted with a tracking device, and managing interactions (including making notifications and obtaining consent as appropriate or as required by law) with those parties; and
  - (d) ensuring that the items the Track and Monitor Devices are attached to comply with all applicable laws, including any laws, regulations or standards that apply to the items which the Track and Monitor Device will be attached to.
- 8.3 You must not permit anyone other than us or someone authorised by us to replace any parts, carry out maintenance on, or make adjustments or repairs to, your Telstra Track and Monitor Devices.
- 8.4 You must:
- (a) only use and must ensure that your End Users use Service in accordance with these terms;
  - (b) comply with all our reasonable directions, instructions and requests in relation to Track and Monitor Devices and use of the Services, including any instructions about the types of items that the hardware may be attached to or used to track;
  - (c) consider whether the Service will interfere with other equipment (e.g. consider the relevant airline’s policies regarding use of radio transmitters and carriage of batteries before loading the tracking hardware onto an aeroplane (whether in the cabin or luggage hold));
  - (d) not use the Service in a manner which might expose us to the risk of any claim, legal or administrative action;
  - (e) not resell the Service or Track and Monitor Devices unless expressly authorised by us;

- (f) take all reasonable measures to prevent unauthorised access to or use of the Service; and
- (g) not remove, cover, alter or otherwise tamper with any labels affixed to a Track and Monitor Device or any item they are attached to for the purpose of identifying the equipment, warranty, service coverage or other service description.

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## 9 Fees and charges

### Payment and invoicing

- 9.1 You agree to pay all the applicable fees and charges incurred in respect of your Service. The relevant charges for each of your Services are set out in the Critical Information Summary for this Service, available at: <https://www.telstra.com.au/help/critical-information-summaries/business/internet-of-things-and-connected-vehicles/Telstra-Track-Monitor/telstra-business-telstra-track-and-monitor> or your separate agreement with us.
- 9.2 We will invoice you:
- (a) upfront for all Track and Monitor Devices;
  - (b) all recurring charges monthly in advance; and
  - (c) all other fees and charges on or around the date they arise or as otherwise agreed between you and us in writing.

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## 10 Term, cancellation, and third party suppliers

### Term

- 10.1 The Service is available on a month-to-month basis and you can cancel at any time. Each Service commences on the date that the Track and Monitor Device provided in connection with that Service is dispatched and continues until that Service is terminated or cancelled.

### Cancellation

- 10.2 Without limiting any of our rights, we may immediately cancel your Service (or any part of it) if:
- (a) you are in breach of these terms and, acting reasonably, we consider that breach to be material; or



(b) you breach clauses 8.3, 8.4 or 11.5 of this section of Our Customer Terms.

10.3 We will notify you as soon as reasonably possible if we cancel your Service.

### **Third party suppliers**

10.4 You acknowledge that we purchase services from third party suppliers in order to provide the Service to you.

10.5 The Telstra Track and Monitor service uses Azure Maps. Neither we nor our third party suppliers make any warranty that the maps, images, data or any content delivered by Azure Maps will be accurate or complete. By using the Service, you agree to comply with the Azure Maps terms set out in Microsoft's Online Service Terms, available at: <https://www.microsoft.com/licensing/docs> to the extent that those terms apply to your use of the Service.

10.6 If one of our third party suppliers suspends or terminates a service we rely on to provide your Service or an aspect of your Service, we may suspend or terminate your Service or that aspect of your Service, as relevant, or transfer you to a reasonably comparable alternative service after giving you as much notice as is reasonably possible in the circumstances. If we transfer you to a reasonably comparable service and this has more than a minor detrimental impact on you, you may cancel your service without having to pay any early termination charges for that service.

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## **11 Privacy and Surveillance**

### **Privacy**

11.1 We collect, use and disclose personal information as set out in our Statement. The current version of our Privacy Statement is available at

[http://www.telstra.com.au/privacy/privacy-statement/?red=/privacy/privacy\\_statement.html](http://www.telstra.com.au/privacy/privacy-statement/?red=/privacy/privacy_statement.html)

11.2 To provide you with the Service you consent to us determining the location of your Track and Monitor devices. The location data will be stored for up to 365 days and sensor data for up to 90 days so that we can provide you with a historical view of the location and condition of your Track and Monitor Devices. After 365 days for location data, and 90 days for sensor data, this data will no longer be available to you via the Service and may be anonymised, aggregated and used for the purpose of improving our services.

11.3 We use the location of your Track and Monitor Devices provide you with the Service. We use the location of your Track and Monitor Devices to provide a scanning feature that identifies if there are Bluetooth enabled Track and Monitor

Devices nearby. We may also use the location of where your Telstra Track and Monitor Devices have been found to provide an indicative published map of where Track and Monitor Devices have been found. These features will not disclose any personal information or the exact location of your Track and Monitor Devices to others.

### **Your privacy and surveillance obligations**

11.4 The Service has the potential to be used by you in a manner which could breach Federal, State and Territory privacy laws and Federal, State and Territory surveillance device laws. It is solely your responsibility to ensure that you use the Service as permitted by all relevant laws.

11.5 You must:

- (a) obtain all required consents and make all required disclosures and notifications to ensure that:
  - (i) you can lawfully access and use, and allow your End Users to access and use, the Service;
  - (ii) you have the right to provide and make available to us all Personal Information that you provide and make available to us in connection with the Service; and
  - (iii) we may collect, use and disclose all Personal Information that you provide or make available to us in connection with the Service as contemplated in these terms;
- (b) only use, or allow the Service (and any part of it) to be used, in accordance with these terms and in compliance with all Federal, State and Territory laws including surveillance and privacy laws; and
- (c) **not use, or allow the Service (or any part of it) to be used, to determine or track the location of a person or an object in that person's possession without their express consent or other than as permitted by all Federal, State and Territory laws including surveillance and privacy laws.**

### **Indemnity**

11.6 You indemnify us from and against any loss or damage that we suffer or incur and that arises naturally (that is, according to the usual course of things) as a result of:

- (a) your breach of clause 11.5; and

- (b) any claim by a third party that:
  - (i) the Personal Information of an individual was collected, used or disclosed in connection with the Service without the consent or knowledge of that individual or otherwise in breach of applicable privacy laws; and
  - (ii) we have been tracking the location of an individual or object without the consent of the relevant individual,

except to the extent the relevant breach or claim is caused or contributed to by us. We will also take reasonable steps to mitigate any loss or damage that we suffer or incur as a result of the events in paragraphs 11.6(a) and 11.6(b).

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## 12 Liability

- 12.1 We will use due care and skill in providing your service in accordance with Our Customer Terms. However, given the nature of telecommunications systems and the nature of the Telstra Track and Monitor network, but subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, we cannot promise that you will be able to access the Service (or any part of it) at any given time or that your Service (or any part of it) will be accurate, continuous or fault free.
- 12.2 You acknowledge and agree that:
  - (a) while the Service can be used to help locate items with a Track and Monitor Device attached, subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, we are not responsible if a tagged item is lost or stolen and cannot be found using the Service; and
  - (b) we are not an insurer and we do not carry any insurance in respect of real property, or personal property that you use the Service to help locate.
- 12.3 You indemnify us against any loss arising naturally (that is, according to the usual course of things) from a claim against us relating to your breach of any applicable law in connection with the Service, except to the extent such claim is caused or contributed to by us. We will also take reasonable steps to mitigate our loss arising from such claim.

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## 13 Service levels and availability

- 13.1 We do not provide service level guarantees for the Service.

- 13.2 Access to the Telstra Track and Monitor Portal is via the internet. We will not be responsible for service performance problems or lack of availability caused by issues associated with your internet connection.
- 13.3 Nothing in this clause 10 excludes, restricts or modifies our liability or your rights under a consumer guarantee in the *Competition and Consumer Act 2010* (Cth).

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## 14 Definitions

- 14.1 In this Telstra Track and Monitor Service section of Our Customer Terms:

**API** has the meaning given to it in clause 2.2(c).

**Business Hours** means 9am to 5pm Monday to Friday (excluding public holidays) in the time zone where Track and Monitor Devices are delivered to you.

**End User** means any person (other than us or our representatives) who access or uses your Services.

**Personal Information** means any information or an opinion about an identified individual, or an individual who is reasonably identifiable, whether the information or opinion is true or not and whether the information or opinion is recorded in material form or not.

**TelstraDev Portal** means the portal and related services described in the [Cloud Services: TelstraDev Portal Terms of Use section of Our Customer Terms](#).

**Track and Monitor App** has the meaning given to it in clause 2.2(b).

**Track and Monitor Device** means a device we provide to you for use with the Service.

**Track and Monitor Portal** means portal we provide to you for use in connection with the Service (as further described in clause 3.1).