

## SERVICE DESCRIPTION – VITAL LOCATE ADDON

### Additional Charges:

USAGE CHARGES		
Emergency Notification Text / SMS	20c	per emergency notification text sent using Locate

### Description of Service:

Vital Locate is our GPS location tracking solution that utilises our Digital Radio network to collect and transfer GPS location data from mobile and portable radio terminals and store it in the cloud. This information is then made available in a web-based application.

Vital Locate requires a compatible radio terminal with an active Vital Digital Radio subscription – for example Vital Digital Radio Connect or Vital Digital Radio Safety.

Vital Locate is available at [locate.vital.co.nz](http://locate.vital.co.nz)

### Moves, adds and changes with Vital Locate:

You may request a change the number of radio units on Vital Locate in writing at any time to your account manager or our service desk at [servicedelivery@vital.co.nz](mailto:servicedelivery@vital.co.nz). Any increase will be effective on confirmation of our acceptance.

You may cancel Vital Locate in relation to any radio unit or units at any time by giving us one month's notice and we will confirm when the change has been actioned.

### System Users:

System Users are users that have access to the cloud based Vital Locate system at [locate.vital.co.nz](http://locate.vital.co.nz). Systems users can view, manage and report the data sent to the Vital Locate system from your radio terminals with the Vital Locate Service.

You may create as many Systems Users as you like in relation to your active Vital Locate radio terminals through the Vital Locate web portal at [locate.vital.co.nz](http://locate.vital.co.nz). There is no charge when you create, modify or remove system users.

### Trial Period:

We will provision each new compatible radio terminal with a 3-month free trial period of the Vital Locate Services. During such 3-month trial period, you will pay no charges for the use of the Vital Locate Services in relation to such radio.

At the end of the trial period, you may elect to either:

1. cease using the Vital Locate Service; or
2. continue to use the Vital Locate Service for the Charges specified above.

### Service Terms and Conditions:

Vital Locate will show the most recent location of an active Vital Locate terminal through the web portal at [locate.vital.co.nz](http://locate.vital.co.nz).

The accuracy of the location shown for each active Vital Locate terminal depends on, many factors including the quality of the connection between the terminal and GPS satellites and the connection between the terminal and our Vital Digital Radio network. Environmental factors such as bad weather or the presence of tall buildings can cause location data to be delayed, corrupted or lost. The location information is therefore to be regarded as being a guide to the location of the Vital Locate terminal at the time of the last update received from it, and subject to error.

You may use Vital Locate only for:

1. your own internal business purposes; and
2. lawful purposes.

You must not:

1. to undermine the security or integrity of the Vital Locate Service underlying systems (underlying systems are the software, IT solutions, systems and networks (including software and hardware) used to provide the Vital Locate Services, including any third-party solutions, systems and networks);
2. use the Vital Locate Service in any way which may impair the functionality of the underlying systems or impair the ability of any other user to use the Vital Locate Service;



3. attempt to view, access or copy any material or data other than that to which you are authorised to access; and
4. use the Vital Locate Service in a manner, nor transmit, input or store any data, that breaches any third party right (including Intellectual Property Rights and privacy rights).

**Your Data:**

You acknowledge that:

1. the Vital Locate Service will process data provided by you or generated by your equipment, such data may include personal information (as defined in the Privacy Act 1993);
2. we will collect, store, use and disclose your data (including any personal information) in accordance with our privacy policy available at [vital.co.nz](http://vital.co.nz); and
3. we may provide your data (including any personal information) to our third-party suppliers in order to provide you the Vital Locate Service,

**Intellectual Property:**

We and our third-party suppliers grant you a non-exclusive, non-transferable licence while you are purchasing the Vital Locate Service from us to use the Vital Locate Service (including any provided software).

Except in relation to your data, title to, and all intellectual property rights in, the Vital Locate Service and all underlying systems is and remains the property of Vital (and its licensors).

Title to, and all Intellectual Property Rights in, your data remains the property of you (or your licensors).

Intellectual Property Rights include copyright and all worldwide rights conferred under statute, common law or equity relating to inventions (including patents), registered and unregistered trademarks and designs, circuit layouts, data and databases, confidential information, know how, and all other rights resulting from intellectual activity.



## PRODUCT FEATURES ON **LOCATE**

	Feature Description
Access to web application	Ability to access our web-based application that serves as the customer front end interface.
Access to multiple logins	Ability to use multiple logins to access the web-based application.
GPS Location Tracking	Ability to view the location of all registered Vital Digital Radios that have Locate enabled. Ability to view historical GPS records
Additional Features	Ability to access additional functionality such as user access management, geofencing and reporting. These additional features may be added to or altered over time.