

Our Customer Terms

Cloud Services – Part B Applications: GoCanvas

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Certain words are used with the specific meanings set out below or in [the General Terms section of Our Customer Terms](#).

1 ABOUT THE GOCANVAS SECTION

- 1.1 This is the GoCanvas section of Our Customer Terms. Depending on the nature of the products and services you are receiving under this Cloud Services section, provisions in other parts of the Cloud Services section, as well as in the General Terms of Our Customer Terms at <http://www.telstra.com.au/customer-terms/business-government/index.htm>, may apply.
- 1.2 Unless you have entered into a separate agreement with us which excludes them, the General Terms section of Our Customer Terms also applies. See section one of the General Terms of Our Customer Terms at <http://www.telstra.com.au/customer-terms/business-government/index.htm> for more detail on how the various sections of Our Customer Terms are to be read together.
- 1.3 See section one of the General Terms of the Cloud Services section for more detail on how the various parts of the Cloud Services section are to be read together.

2 GOCANVAS APPLICATION

What is GoCanvas?

- 2.1 GoCanvas is an application and online platform that enables you to create, download and/or customise paper forms as digital forms, and works on compatible smartphones and tablets. It enables businesses to easily replace their paper forms and quickly improve the efficiency of their data collection processes.
- 2.2 Forms and submitted data can be emailed as PDF and/or stored in a secure online cloud environment.

Hardware and software

- 2.3 To access and use GoCanvas you must:
 - (a) purchase a GoCanvas user licence for each intended user of GoCanvas;
 - (b) have, and ensure your users have, a compatible smartphone or tablet device with an active Internet connection (a list of current compatible devices will be set out on the Telstra Apps Marketplace); and
 - (c) download, and have each of your users download, the GoCanvas application (data charges may apply to download and use GoCanvas).
- 2.4 Not all administrative functions are available through the GoCanvas application. To access all administrative functions your administrator needs to access the GoCanvas administrative portal using their web browser.

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- 2.5 Your system configuration must meet certain minimum requirements in order for GoCanvas to be able to integrate with your backend systems and software, and you may need to make changes to your system setup. You are responsible for configuring your system environment at your cost.

Your data

- 2.6 You are solely responsible for the data and content you and your users store, send and receive using GoCanvas.
- 2.7 You acknowledge and agree that:
- (a) any documents, forms and other information that you and your users create or share using GoCanvas may be stored by our third party supplier or their suppliers, including information that you store in the online data storage space included with each GoCanvas user licence.
 - (b) we will take all reasonable steps to keep your information confidential and act in accordance with our Privacy Policy, but we will disclose your information, including personal information about you and your users, if we need to in order to deliver GoCanvas to you, or if we are required to by law.
 - (c) data transmission over the Internet is not totally secure, and while we aim to protect such information, we do not warrant and cannot ensure the security of any information that you transmit using GoCanvas and you do so at your own risk.
- 2.8 The information you provide us will remain your property, however we or our supplier will continue to own the intellectual property in the underlying forms, documents, agreements, templates, folders and notes.
- 2.9 We will delete all copies of any data and information stored in connection with your GoCanvas user licences within 30 days of termination or cancellation of your last GoCanvas user licence. You are responsible for saving your data.

Acceptable use

- 2.10 Each GoCanvas user licence can only be used on a maximum of one computer and one additional smartphone or tablet device.
- 2.11 You must only use the online data storage space to store information for use with GoCanvas and you must not exceed your data storage space allowance.

Audit

- 2.12 We or our supplier may periodically audit your use of GoCanvas.

Privacy

- 2.13 By subscribing to Canvas you consent to us sending to our third party supplier who may be located overseas, your personal information (including but not limited to your contact details including your name, email address and phone number), in order for them to provide you with support and to deliver customisation of forms, in accordance with these terms.

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- 2.14 Our Privacy Statement sets out how we may collect, use and disclose your personal information. A copy of this statement can be obtained at <http://www.telstra.com.au/privacy/index.htm>. The GoCanvas Privacy Policy sets out how our third party supplier may collect, use and disclose your personal information. A Copy of this statement can be obtained at: <https://www.gocanvas.com/content/about-us/policy/privacy-policy>.

Your responsibilities

- 2.15 Without limiting anything else in these terms, you shall:
- (a) be responsible for your users' compliance with these terms;
 - (b) be solely responsible for the accuracy, quality, integrity and legality of the data and content you and your users store, send and receive using GoCanvas and of the means by which you acquired that data;
 - (c) use commercially reasonable efforts to prevent unauthorised access to or use of GoCanvas and notify us promptly of any such unauthorised access or use;
 - (d) use GoCanvas only in accordance with any guidelines or user guides we make available to you from time to time, and any applicable laws and government regulations;
 - (e) not make GoCanvas available to any third party other than your users;
 - (f) sell, resell, rent or lease GoCanvas;
 - (g) use GoCanvas to store or transmit infringing, defamatory, or otherwise unlawful or tortuous material, or to store or transmit material in violation of third-party privacy rights;
 - (h) use GoCanvas to store or transmit malicious code;
 - (i) interfere with or disrupt the integrity or performance of GoCanvas or third-party data contained therein; or
 - (j) attempt to gain unauthorised access to the GoCanvas or any related systems or networks.

Proprietary rights

- 2.16 *Reservation of Rights.* Subject to the limited rights granted to you under these terms, we and our supplier reserve all rights, title and interest in GoCanvas, including all related intellectual property rights. No rights are granted to you other than as expressly set out in these terms.
- 2.17 *Restrictions.* You must not:
- (a) create derivate works based on GoCanvas;
 - (b) copy, frame or mirror any part or content of GoCanvas, other than copying or framing on your own intranets or otherwise for your own internal business purposes;
 - (c) reverse engineer GoCanvas; or

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- (d) access GoCanvas in order to build a competitive product or service, or copy any features, functions or graphics of GoCanvas.
- 2.18 *Ownership of Your Data.* As between us and you, you exclusively own all rights, title and interest in and to all of the data and content you and your users store, send and receive using GoCanvas.
- 2.19 *Suggestions.* We and/or our supplier shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into GoCanvas any suggestions, enhancement requests, recommendations or other feedback provided by you or your users, relating to the operation of the GoCanvas.

Warranties and disclaimers

- 2.20 Subject to the rights and obligations under the Australian Consumer Law which cannot be excluded and the Australian Consumer Law provisions in the General Terms of Our Customer Terms:
- (a) we warrant that GoCanvas shall perform materially in accordance with any user guide made available from time to time, and the functionality of GoCanvas will not be materially decreased during a subscription term provided that your users have a compatible device as specified by us from time to time;
 - (b) each party represents and warrants that it will not transmit to the other party any malicious code (except for malicious code previously transmitted to the warranting party by the other party); and
 - (c) except as expressly provided in these terms, neither party makes any warranties of any kind, whether express, implied, statutory or otherwise, and each party specifically disclaims all implied warranties, including any warranties of merchantability or fitness for a particular purpose, to the maximum extent permitted by applicable law.

Limitations

- 2.21 Subject to the rights and obligations under the Australian Consumer Law which cannot be excluded and the Australian Consumer Law provisions in the General Terms of Our Customer Terms:
- (a) to the extent permitted by law, we supply the GoCanvas application on an "as is" basis and we do not warrant that the GoCanvas application will meet your requirements or will be suitable for your purposes. We make no representations or warranties about the merchantability, fitness for purpose, title or ownership of the GoCanvas application or whether or not it infringes any other person's rights;
 - (b) you acknowledge and agree that we do not control and are not responsible for the data or content that you access or use as part of the GoCanvas application. While we and our suppliers will use best efforts to prevent data loss in relation to the GoCanvas application, we do not make any warranties, guarantees or representations about data retention or loss of data in relation to the GoCanvas application; and

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- (c) you acknowledge the Service may be interrupted from time to time for necessary unscheduled deployments of changes, updates or enhancements and software updates may be downloaded and installed on your devices automatically.

Liability

2.22 Subject to the rights and obligations under the Australian Consumer Law which cannot be excluded and the Australian Consumer Law provisions in the General Terms of Our Customer Terms:

- (a) in no event shall either party's aggregate liability arising out of or related to these terms, whether in contract, tort or under any other theory of liability, exceed the total amount paid by you for GoCanvas or, with respect to any single incident, the lesser of \$250,000 or the amount paid by you for GoCanvas in the 12 months preceding the incident; and
- (b) except to the extent prohibited by applicable law, in no event shall either party have any liability to the other party for any lost profits or revenues or for any indirect, special, incidental, consequential, cover or punitive damages however caused, whether in contract, tort or under any other theory of liability, and whether or not the party has been advised of the possibility of such damages.

Mutual indemnification

2.23 Subject to the rights and obligations under the Australian Consumer Law which cannot be excluded and the Australian Consumer Law provisions in the General Terms of Our Customer Terms:

- (a) we and/or our third party supplier shall defend you against any claim, demand, suit, or proceeding ("**Claim**") made or brought against you by a third party alleging that the use of GoCanvas as permitted under these terms infringes or misappropriates the intellectual property rights of a third party, and we shall indemnify you for any damages finally awarded against, and for reasonable legal fees incurred by you in connection with any such Claim, provided that you:
 - (i) promptly give us written notice of the Claim;
 - (ii) give us sole control of the defence and settlement of the Claim (provided that we may not settle any Claim unless the settlement unconditionally releases you of all liability); and
 - (iii) provide to us all reasonable assistance, at our expense.
- (b) You shall defend our supplier against any Claim made or brought against our supplier by a third party alleging that your data or use of GoCanvas in violation of these terms, infringes or misappropriates the intellectual property rights of a third party or violates applicable law, and you shall indemnify our supplier for any damages finally awarded against, and for reasonable legal fees incurred by our supplier and that arise naturally (that is, according to the usual course of things) in connection with any such Claim, except to the extent the claim is caused or contributed to by us or our supplier, provided that we or our supplier:

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- (i) promptly give you written notice of the Claim;
- (ii) give you sole control of the defence and settlement of the Claim (provided that you may not settle any Claim unless the settlement unconditionally releases us and/or our supplier of all liability); and
- (iii) provide to you all reasonable assistance, at our expense.

Customised Forms

- 2.24 You may redeem up to two digital forms with up to a maximum of 3 pages of data input fields per form and the digitalising of any associated terms and conditions for no additional charge when you purchase GoCanvas (limited to two digital forms per customer). All submissions must be in word format.
- 2.25 If you supply materials to include in your customised digital forms (such as images or logos) you warrant that you own, or have the right to use those materials.
- 2.26 We may refer you to our third party supplier to liaise directly on design of, and to customise, your digital forms.
- 2.27 You agree that some reasonable limitations may exist in the design or customisation of your forms, such as the length of the forms and the information that may be captured.

3 GOCANVAS EDITIONS

GoCanvas Editions – purchased on or after 08 April 2019

- 3.1 GoCanvas Editions available on or after 08 April 2019 comprise the following editions:
 - (a) GoCanvas 30 Day Free Trial;
 - (b) GoCanvas Business Editions;
 - (c) GoCanvas Team Editions; and
 - (d) GoCanvas Corporate Editions.

Canvas Editions – purchased prior to 08 April 2019

- 3.2 GoCanvas Editions available prior to 08 April 2019 comprise the following editions:
 - (a) Canvas Start-Up editions;
 - (b) Canvas Business editions; and
 - (c) Canvas Professional editions.
- 3.3 You will not be able to take up more than 5 user licences on the Canvas Start-up edition. If you take up more than 5 user licences, you will require a GoCanvas Business, Team or Corporate edition. When you change to a GoCanvas edition you will receive a pro-rata credit for the unused balance your pre-paid Canvas Start-up edition.
- 3.4 You will not be able to take up more than 99 user licences on the Canvas Business or Canvas Professional edition, if you take up more than 99 user licences you will require a GoCanvas Business, Team or Corporate edition. When you change to a GoCanvas edition you will receive a pro-rata credit

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for the unused balance of your pre-paid Canvas Business or Canvas Professional edition.

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4 CHARGES

- 4.1 Pricing, including applicable Early Termination Charges, for GoCanvas plans are available through the Telstra Apps Marketplace or by contacting us.

5 TERM AND EARLY TERMINATION CHARGES

Term

- 5.1 GoCanvas Business Editions are available on a month to month or 12 month pre-paid plan.
- 5.2 GoCanvas Team and Corporate Editions are available on a 12 month contract either paid monthly or annually in advance.
- 5.3 Canvas Editions are available month to month, 12 month pre-paid or on a 24 month pre-paid plan.
- 5.4 You can only take up one edition of GoCanvas on each Telstra Apps Marketplace account. You cannot combine different GoCanvas editions and plan types on a single account. A separate login with a unique email address will be required for each different plan type.

Trial

- 5.5 Customers are entitled to one 30 day free trial through the Telstra Apps Marketplace for your first GoCanvas user licence order (**Trial Period**).
- 5.6 At the end of the Trial Period, you will need to opt into a paid subscription to continue using GoCanvas. If you do not opt into a paid subscription within 14 days following expiry of the Trial Period, your user licences with us will end and your data deleted.
- 5.7 All other terms and conditions for GoCanvas apply during the Trial Period.
- 5.8 The Trial Period offer is not available when you take up a 12 or 24 month pre-paid user licence.

Changing your service

- 5.9 You can change your GoCanvas Edition on the terms set out in the table below. Any changes will take effect from entry into our billing system (and except where your Edition has been cancelled, it will not affect the term of your GoCanvas service).

| Change | Terms |
|---|---|
| If you wish to upgrade your current Edition to a higher Edition | You may upgrade your Edition to a higher Edition at any time for which you will receive a pro-rated credit for the unused portion of your existing Edition which will be applied to your new Edition. |
| If you wish to move your Edition to a lower Edition | You cannot downgrade your Edition to a lower Edition during your contract term. You will need to cancel your current subscription incurring Early Termination Charges and select a new subscription. |

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- 5.10 If you change your 12 or 24 month pre-paid Canvas Edition purchased prior to 21 January 2019 other than in accordance with clause 5.9 the unused months on the user licence will not be refunded.

Cancelling your service

- 5.11 If you cancel your GoCanvas Edition before the expiry of your contract term you will pay an early termination charge equivalent to 65% of the remaining subscription term.
- 5.12 If you cancel your 12 or 24 month pre-paid Canvas Edition purchased prior to 21 January 2019 the unused months on the user licence will not be refunded.

Expiry of 12 or 24 Month Pre-Paid Plans

- 5.13 To continue using Canvas Editions after the expiry of a 12 or 24 pre-paid user licence a further pre-paid 12 or 24 month user licence or month to month user licence must be arranged prior to the expiry of the 12 or 24 month prepaid user licence. If you do not arrange a new Canvas user licence your data will be deleted 30 days after your 12 or 24 month user licence comes to an end.

6 SUPPORT

- 6.1 Depending on the nature of the support you require we may refer you to our third party supplier to provide advanced support.