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## Telstra Mobiles Section – Part G – Data Services – Adiona Section

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### 1 About the Adiona service section

#### Our Customer Terms

- 1.1 This is the Adiona Service section of Our Customer Terms.
- 1.2 The [General Terms of our Customer Terms](#) also apply, unless you have entered into a separate agreement with us which excludes the [General Terms of our Customer Terms](#).

#### 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 Adiona Service?

- 2.1 The Adiona Route Optimisation service is a route optimisation solution for managing fleet performance and 'last mile' operational efficiency (**Adiona Service**). It comprises:
- (a) access to:
    - (i) Adiona Command, which enables you to route, plan, simulate and track your fleet on a customisable map-based user interface;
    - (ii) the FlexOps API, which connects all FlexOps services to any compatible data systems; and
    - (iii) FlexOps Diagnostics, which enables you to automatically map processes using artificial intelligence machine learning models and historical data;
  - (b) access to the Adiona mobile application (**Adiona App**);
  - (c) Stops per month corresponding with your chosen plan (set out in your separate agreement with us), above which additional charges are payable;
  - (d) access to the API in order for you to install the Adiona Service as set out in your separate agreement with us; and

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- (e) any maintenance and support services as set out in your separate agreement with us (**Maintenance and Support Services**).

### Using the Service

- 2.2 To use the Adiona Service, you must have:
- (a) 20 or more vehicles; and
  - (b) a compatible device.
- 2.3 You acknowledge and agree that the Adiona Service may not be available in all locations and is intended for use within Australia only.

### Additional terms and requirements

- 2.4 You must accept and comply with (and ensure that your End Users comply with) the Supplier End User Terms, which are available at <https://sandbox.command.adionatech.com/eula/>.

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## 3 Fees and charges

### Payment and invoicing

- 3.1 You agree to pay all the applicable amounts incurred in respect of your Adiona Service. The relevant charges for each of your Adiona Services are set out in your separate agreement with us.
- 3.2 We will invoice you as follows:
- (a) annually upfront in advance; and
  - (b) monthly in arrears for any excess Stops charged at the rate for your plan set out in your separate agreement with us.
- 3.3 You can upgrade your plan during the Term at any time. We will invoice you for the additional amounts due for that plan for the remainder of the Term, in the following month.

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## 4 Term, cancellation, and third party suppliers

### Term

- 4.1 The Adiona Service is available on an annual basis and commences on the date that the service has been activated by the third party service provider (i.e. Adiona) and continues for 24 months (**Term**) unless terminated in accordance with its terms. You must give us at least 30 days notice before the end of the Term if you do not wish to renew your Adiona Service. If you do not cancel your Adiona Service prior to the end of

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the Term, then your Adiona Service will automatically renew for a further 1-month term to give the parties the chance to negotiate a new Term.

- 4.2 You will not be charged for the further 1-month term at the end of the Term unless and until you have agreed to a new Term (in which case the 1-month term is included in the new Term). We will then bill you in full for the next Term.
- 4.3 If we do not agree to a new Term, then your Adiona Service will end at the end of the further 1-month term.
- 4.4 You may give us notice of cancellation of your Adiona Service at any time during the Term, and it will be effective at the next annual anniversary of the Term.

### Third party suppliers

- 4.5 You acknowledge that we purchase services from third party suppliers in order to provide the Adiona Service to you.
- 4.6 Our third party suppliers may require you to agree to additional terms and policies (such as their privacy policies) in order to continue receiving the Adiona Service. We will notify you of such terms and policies and how to accept them. If you do not accept those terms and policies you may not be eligible to continue to receive the Adiona Service and we may:
- (a) suspend the Adiona Service until you choose to accept those terms and policies; or
  - (b) terminate the Adiona Service.
- 4.7 If one of our third party suppliers suspends or terminates the Adiona Service, we may suspend or terminate your Adiona Service by giving you as much notice as is reasonably possible in the circumstances.

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## 5 Privacy

- 5.1 We collect, use and disclose personal information as set out in our Privacy Statement. The current version of our Privacy Statement is available at [https://www.telstra.com.au/privacy?red=/privacy/%0bprivacy\\_statement.html](https://www.telstra.com.au/privacy?red=/privacy/%0bprivacy_statement.html).
- 5.2 To provide you with the Adiona Service, you consent to us determining and using the location of your vehicles.

### Your privacy and surveillance obligations

- 5.3 The Adiona 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 Adiona Service as permitted by all relevant laws.

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### 5.4 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 Adiona 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 Adiona Service; and
  - (iii) we may collect, use and disclose all Personal Information that you provide or make available to us in connection with the Adiona Service as contemplated in these terms;
- (b) only use, or allow the Adiona 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 Adiona 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 or in which that person is situated without their express consent or other than as permitted by all Federal, State and Territory laws including surveillance and privacy laws.

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## 6 Definitions

### 6.1 In this Adiona Service section of Our Customer Terms:

**Driver** means your delivery agent or worker.

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

**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.

**Stops** means a place where a fleet vehicle stops to conduct its work, including parcel delivery addresses, patient sites, depots and distribution centres.