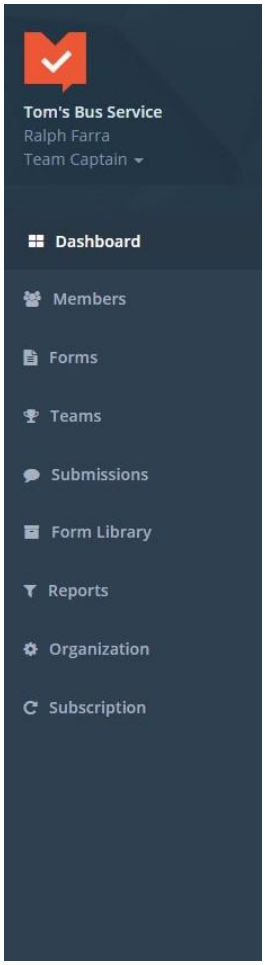
Mobilist Operations Manual

Mobilist is a Registered Trademark

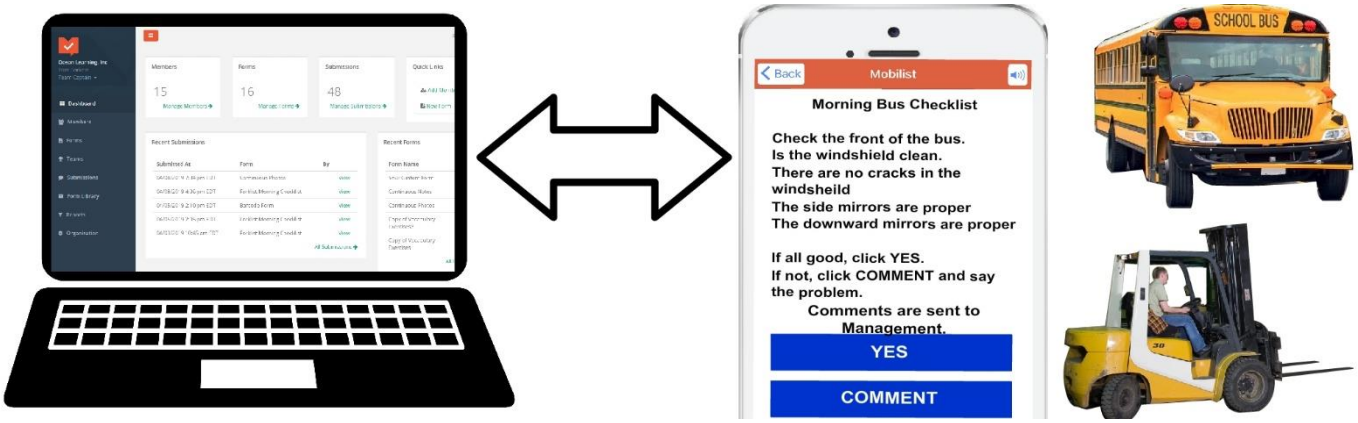
Contents

Subject	Page
What is Mobilist	3
Getting Started	4
Dashboard	13
Members	18
Forms	20
Folders	30
Teams	39
Submissions	41
Form Library	42
Reports	45
Organization	53
Subscription	54
Privacy Policy	55
Terms and Conditions	56
Email Notifications	63
Best Practices	71



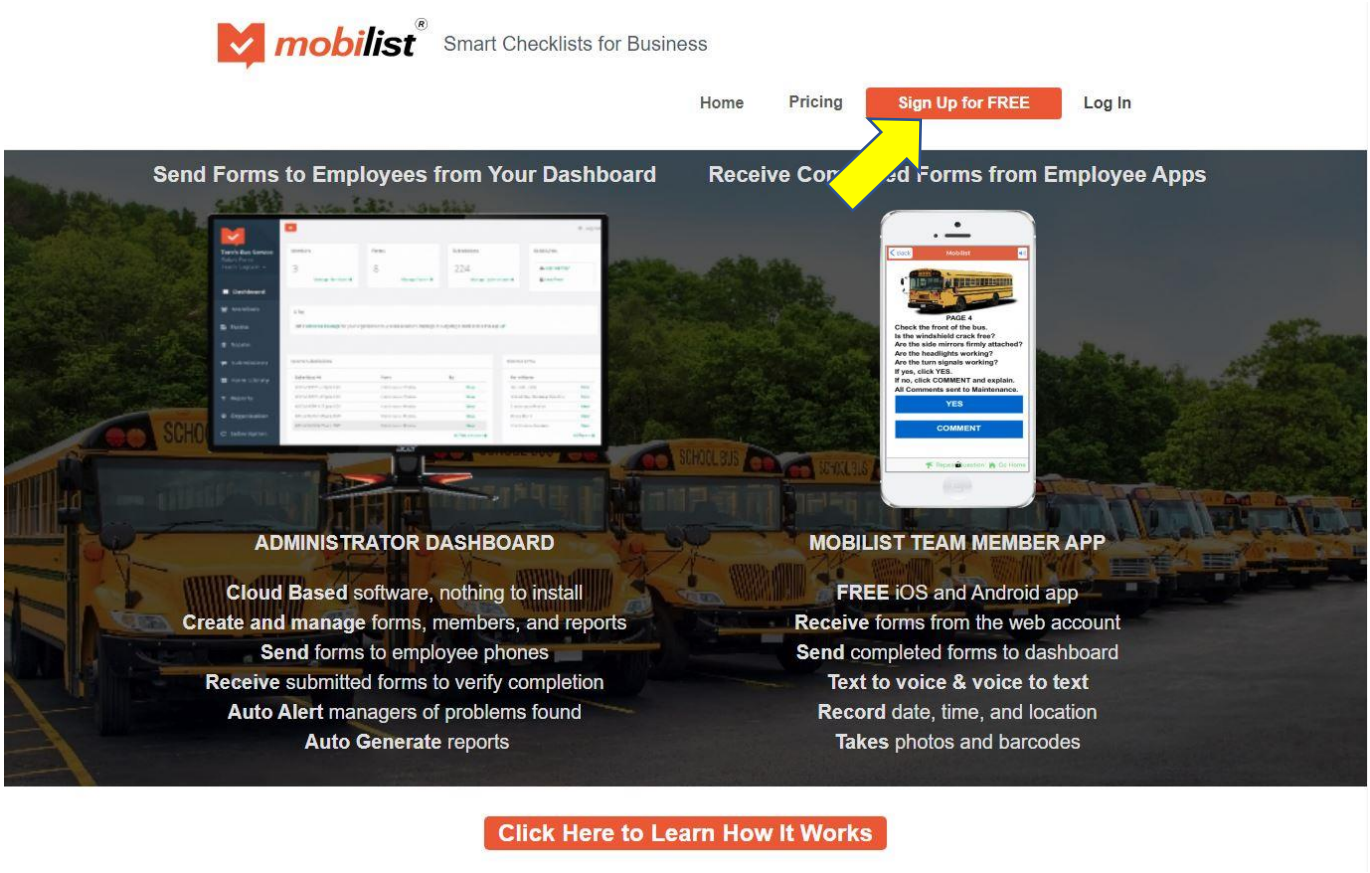
What is Mobilist

Mobilist is a website that securely manages and sends custom forms from an organization's secure dashboard to their member's mobile devices. It receives and stores data from member mobile devices. The account administrator controls what forms are provided to members and what reports are generated from returned data. Once set up, the Mobilist website account operates with minimal oversight. It verifies that checklists are performed, sends alerts to others of actions required, and provides easy access to procedures to members. This system requires no new hardware, the account dashboard is cloud based, and the mobile app is free.

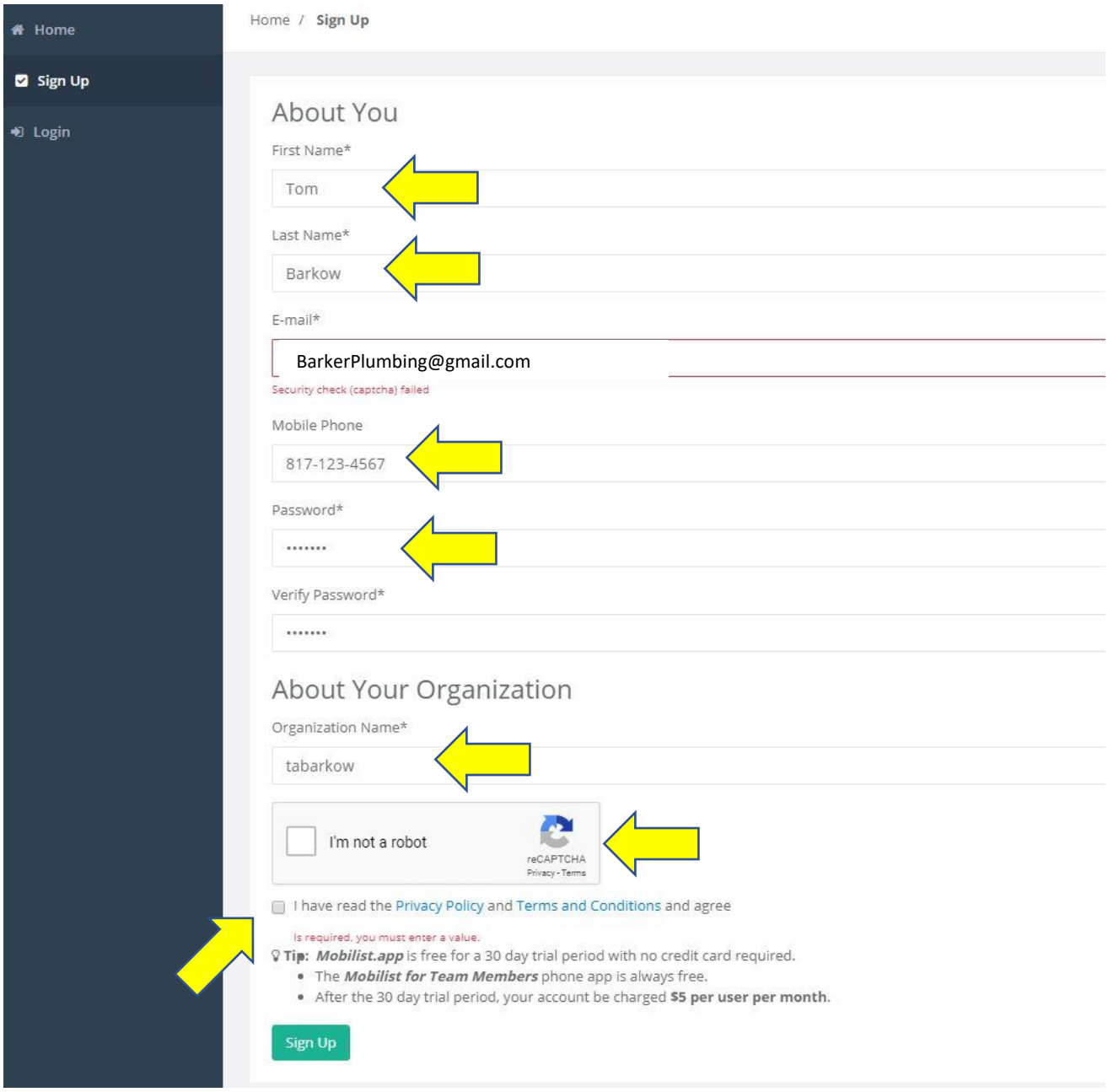


Getting Started

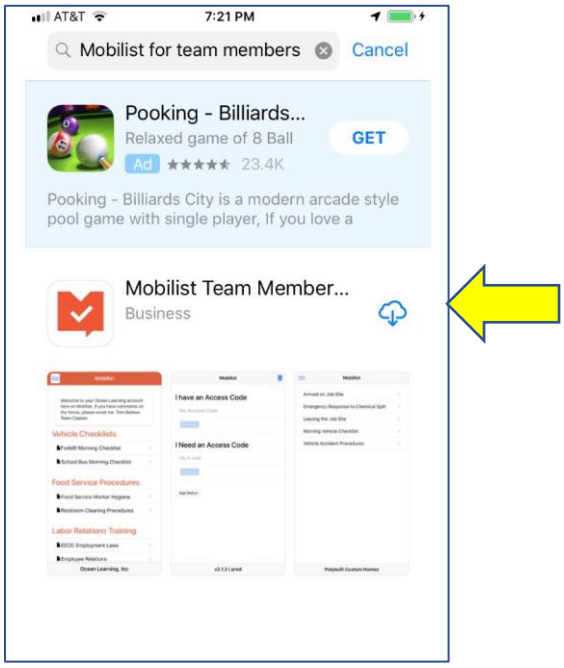
Please read the Privacy Policy and Terms and Conditions links at the bottom of the home page before signing up for the 30-day trial. Click the **Sign-Up for Free** button at the top of the page to begin.



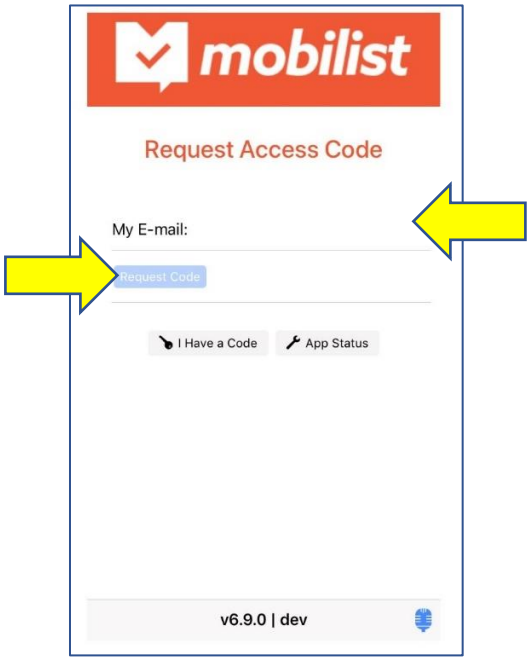
Fill out your first and last name, email, mobile phone number, organization, and create a password. Click the I am not a Robot button at the bottom of the page. Click the checkbox indicating that you have read the Privacy Policy and Terms and Conditions. Clicking the **Sign-Up** button completes the process and takes you to your secure Mobilist dashboard. After the sign up, you become the Administrator for the account.



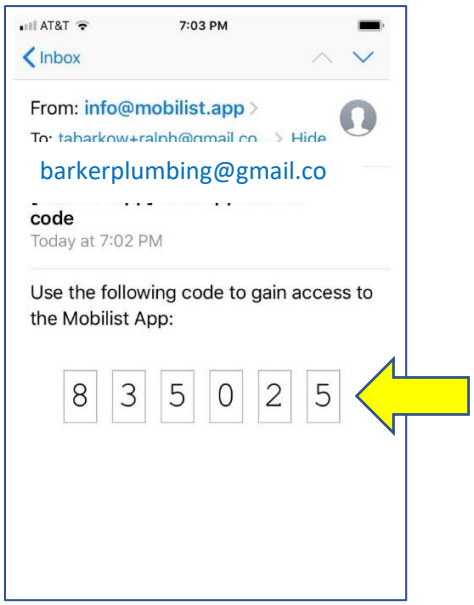
Now go to your mobile device, navigate to your app store and search for the Mobilist Team Members app, then load it onto your phone.



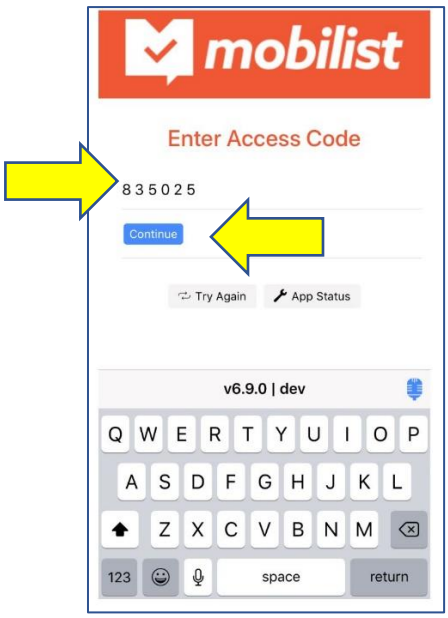
Once loaded, clicking the Mobilist icon will open the app. The first screen is called Request Access Code. An Access Code allows the app to securely connect to your Mobilist web account. Type in your email address and click the **Request Code** button.



. An access code will be emailed to that address. Open this email and copy the six-digit code.

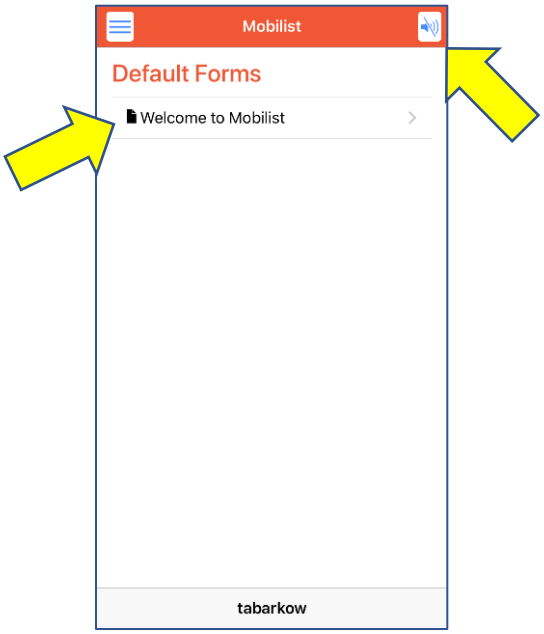


Go back to the Mobilist app on your mobile device and paste or type the code, then press the **Continue** button.

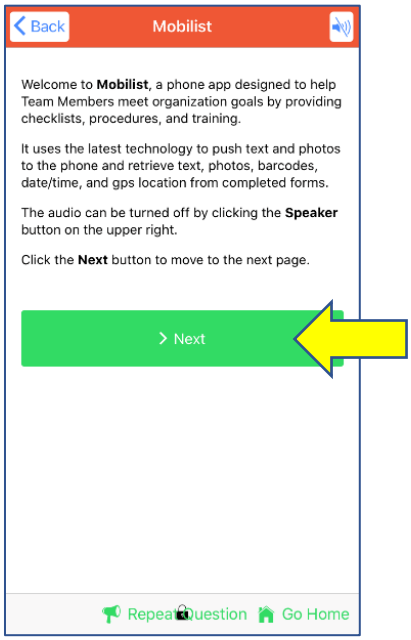


The mobile app and the web account will now connect. The first screen you will see is the following. Since you have not created any forms, Mobilist is set up to deliver one form which will act as an example of how the system works. As Administrator, you will have all forms show on your phone. Team members will only see forms which have been assigned to that team. Also note that team members do not have access to anything on your website account.

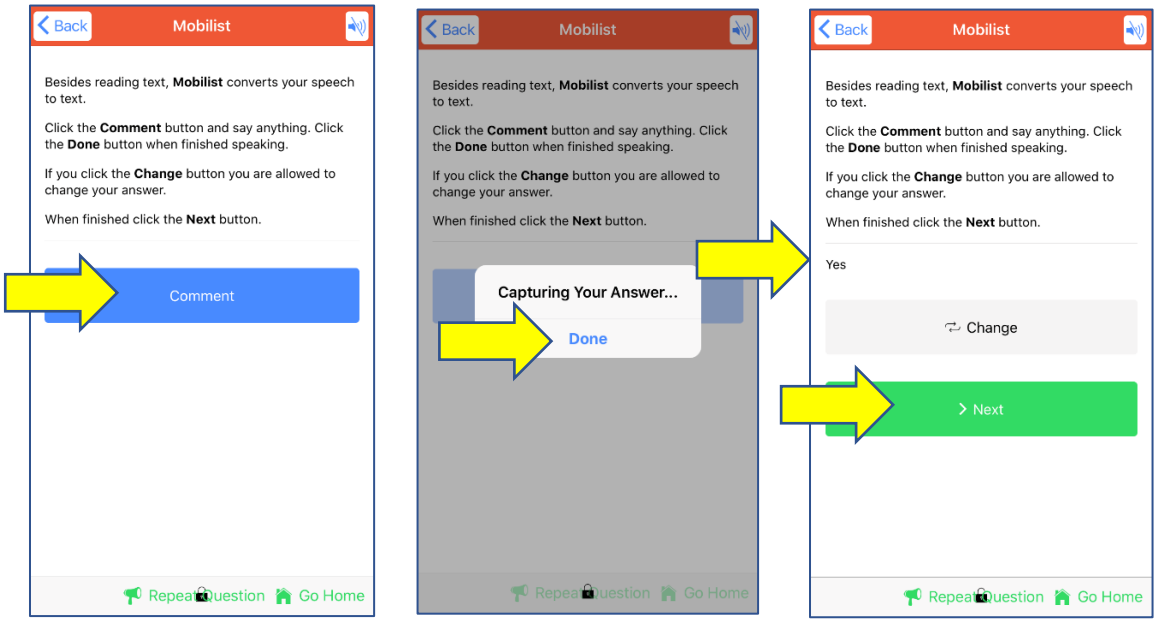
Clicking the Welcome to Mobilist form title opens the form. If you want to turn off the text to speech, click the speaker icon on the upper right.



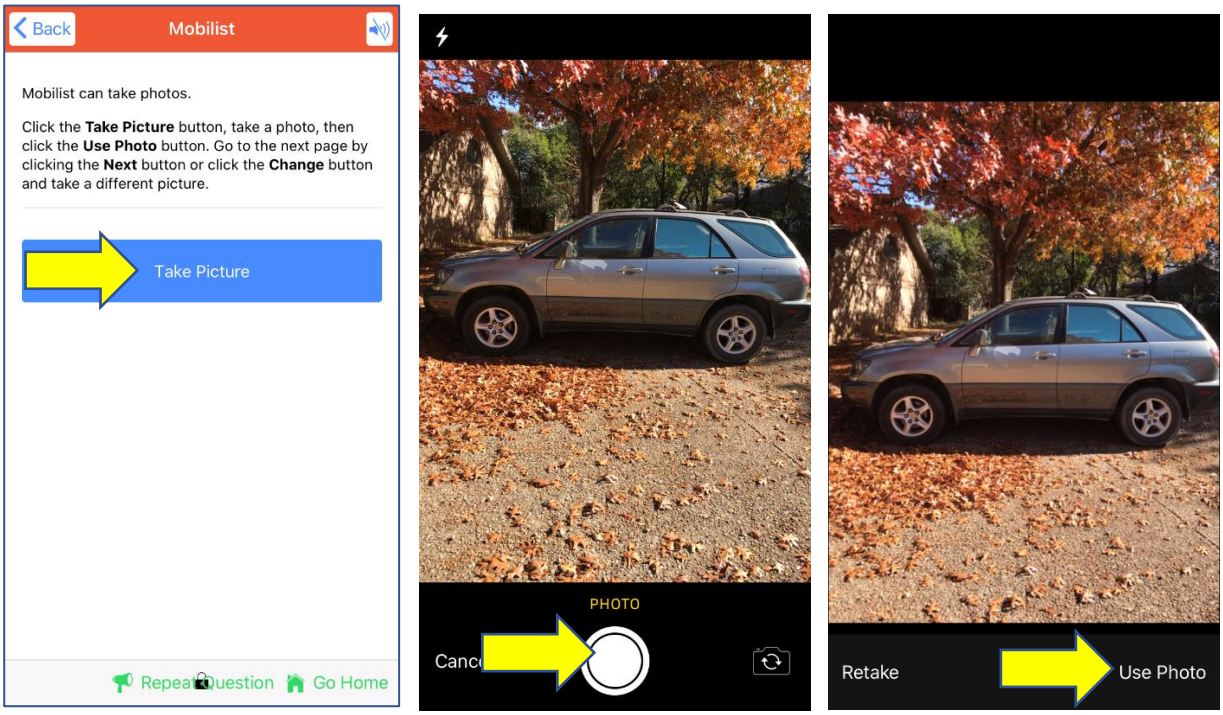
The first page of the Welcome to Mobilist form is as follows. When you are finished with any page, click the **Next** button.



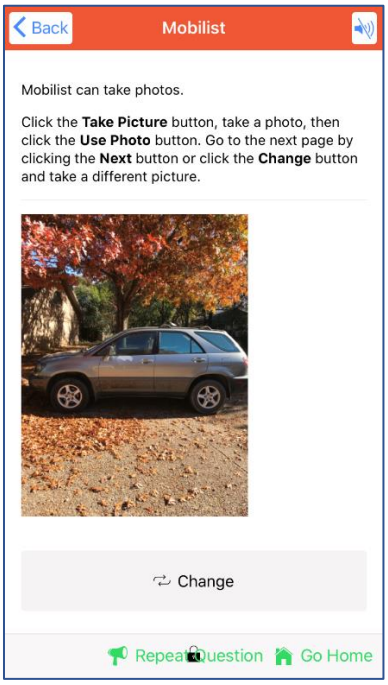
A typical comment page looks like the following. Check the **Comment** button, speak into the phone, then press the Done button. Your speech will convert to text and show on the screen. If you want to change what you recorded, click the **Change** button and rerecord you answer.



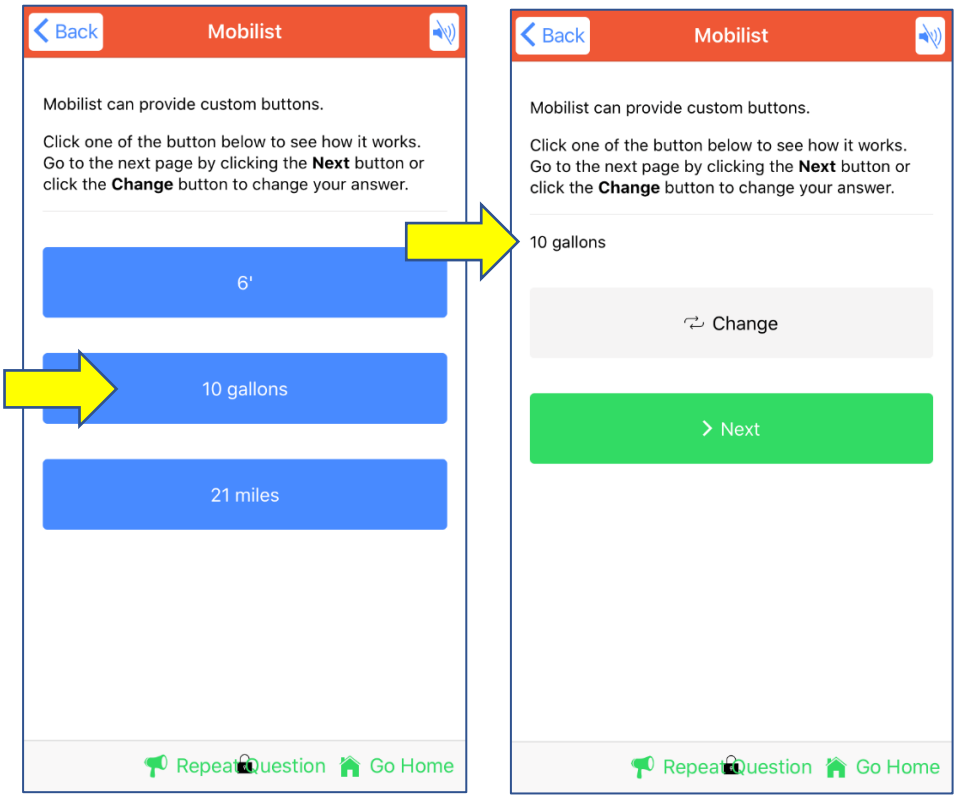
A typical photo page looks like the following. Click the Take Picture button. Take a picture. Click the **Use Photo** button or **Retake** button.



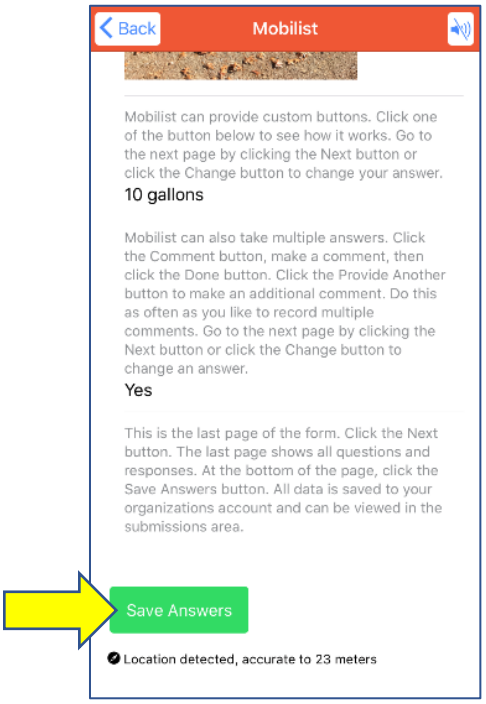
The next page allows you again to change the photo or continue to the next page by clicking the **Next** button.



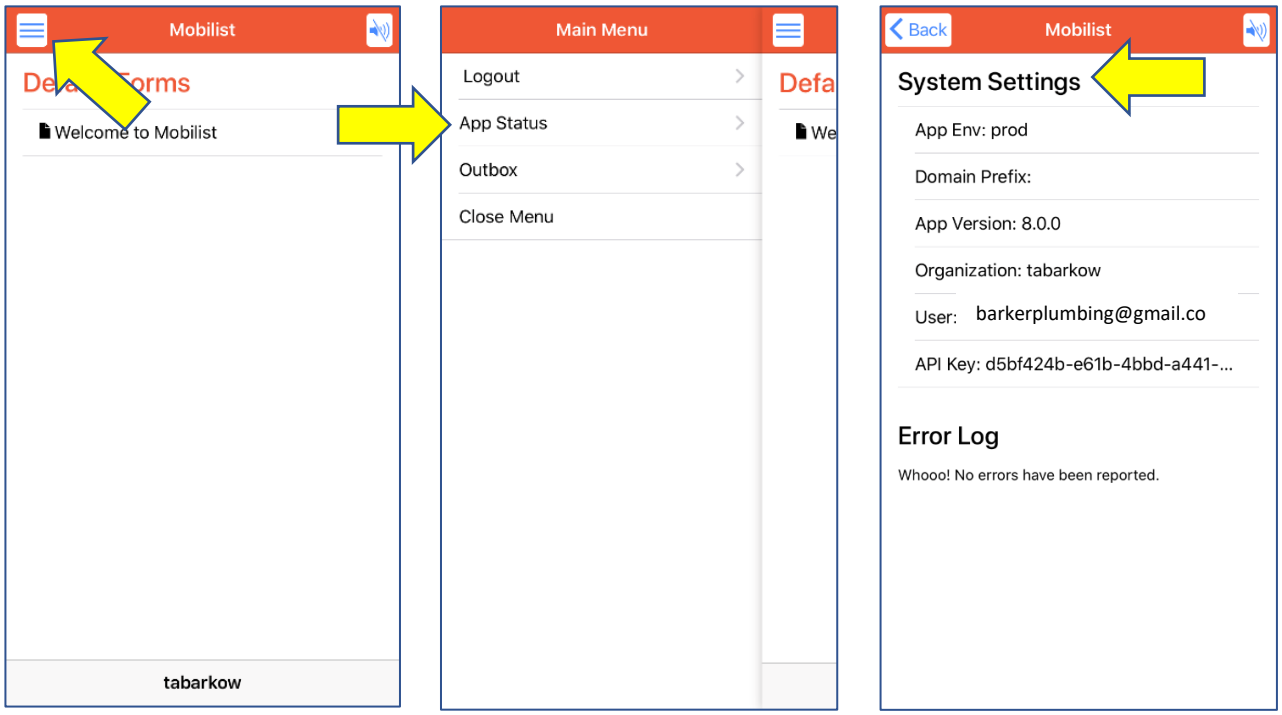
The following is a typical Quick Answer button page where you are given a choice of buttons which provide a specific answer. Click the **Next** button when satisfied with the answer.



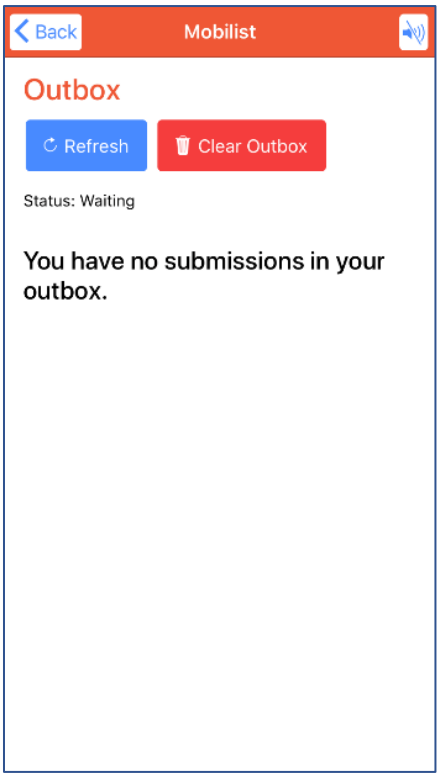
When all the pages of the form are complete, at the bottom of the last page, click the Save Answer button and all your answer will be saved to your web account.



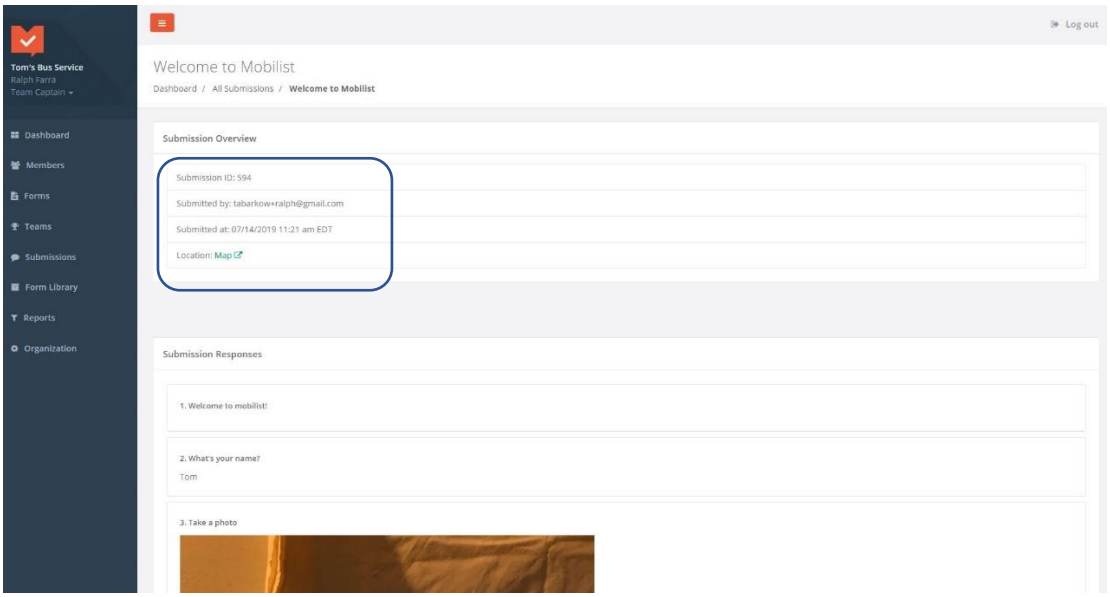
To view the settings, click the setting icon in the upper left. Under App Status you can see the System Settings. You can also log out of the app although it is not recommended. If you do log out, log back in the same way as before.



Clicking the Outbox shows the status of any upload.

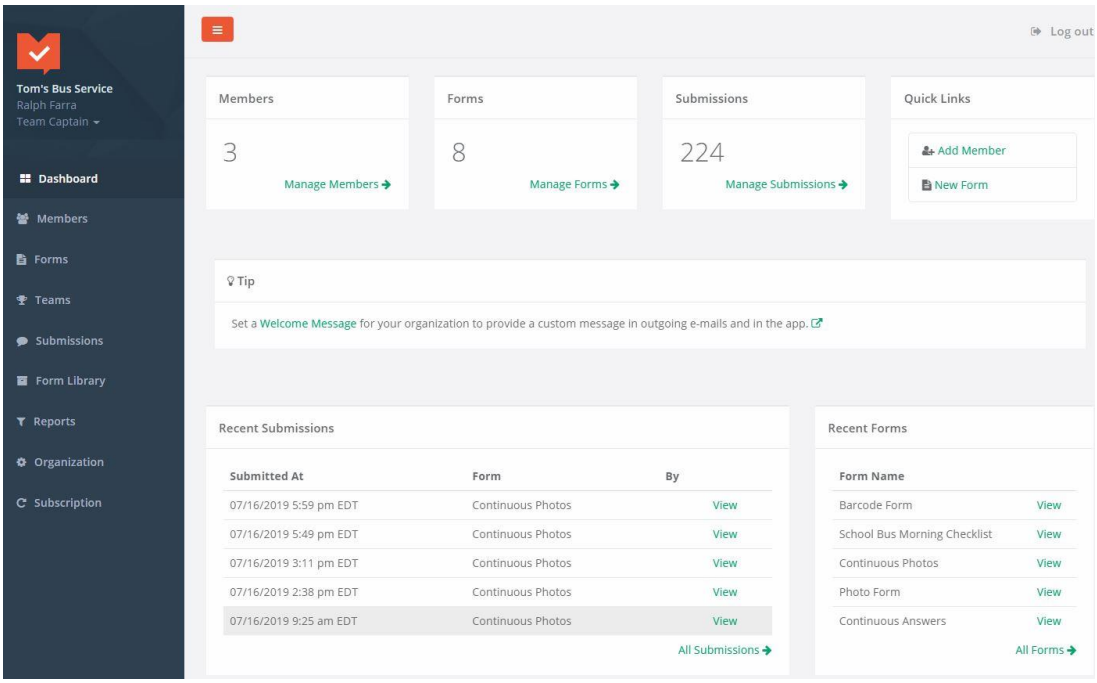


Your responses will be sent to your web account, where you can view them in the Submissions section. Notice that each submission includes who, when, and where it was made.

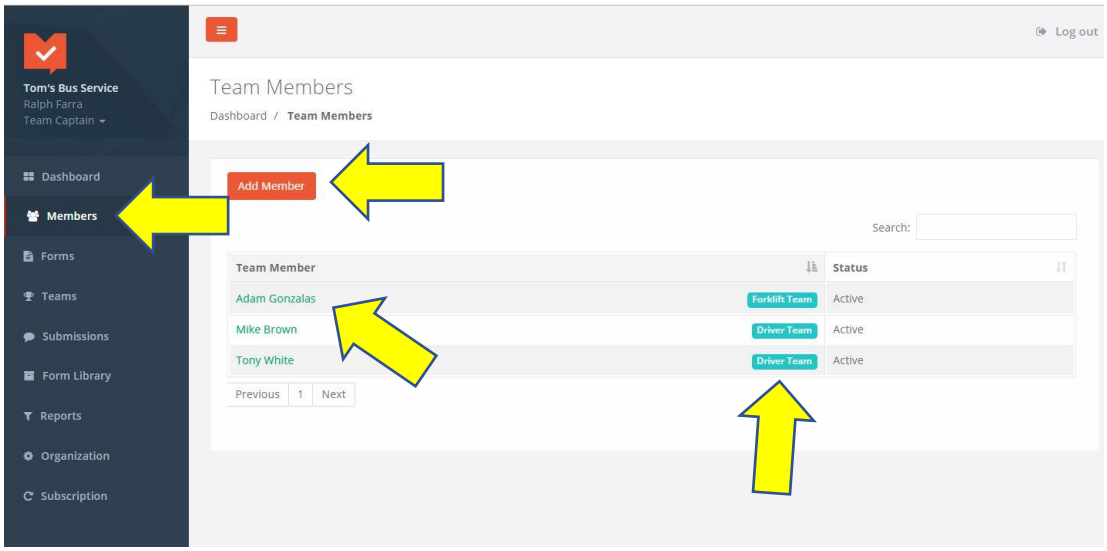


Your Dashboard

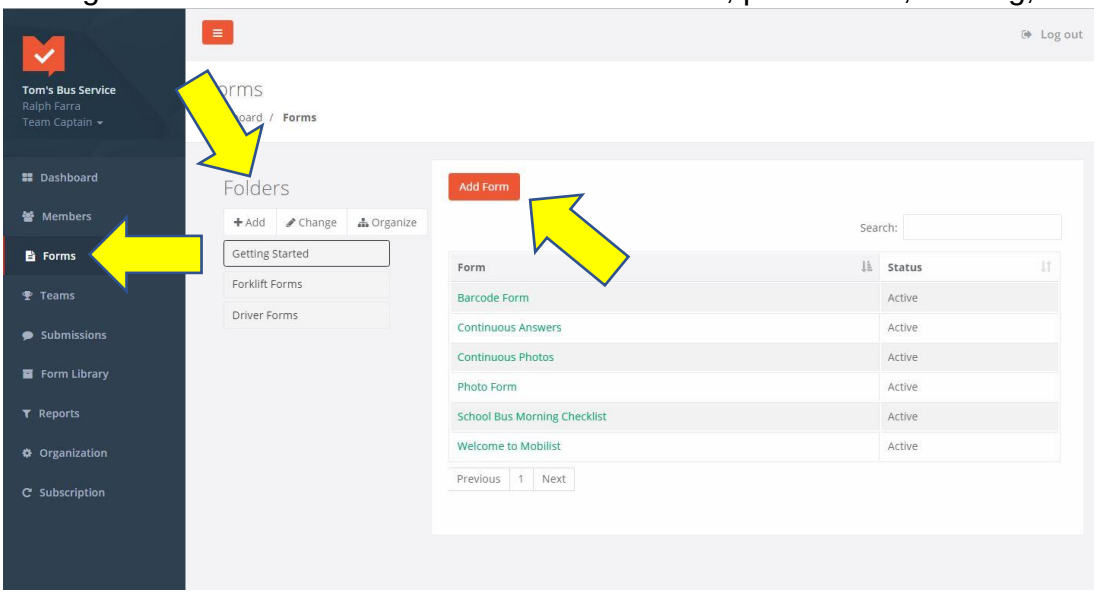
As Administrator, your dashboard provides the tools to manage members, forms, submissions, reports, and alerts.



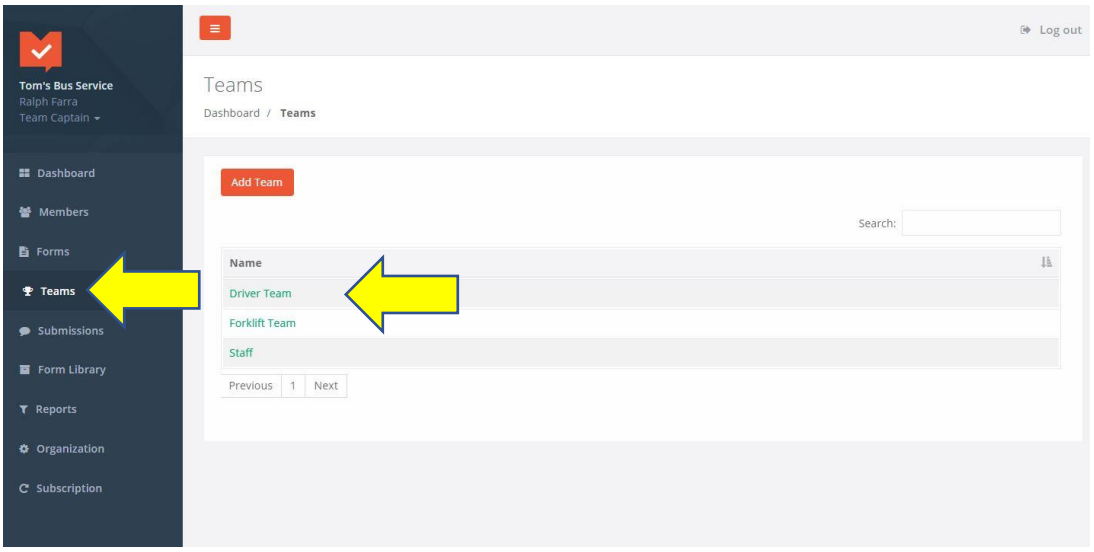
The Members Page allows you can view, add, change, and deactivate members. You can also see what teams a member is assigned to and if they are active members. Only active members are charged to your account. Notice that members do not have access to this account.



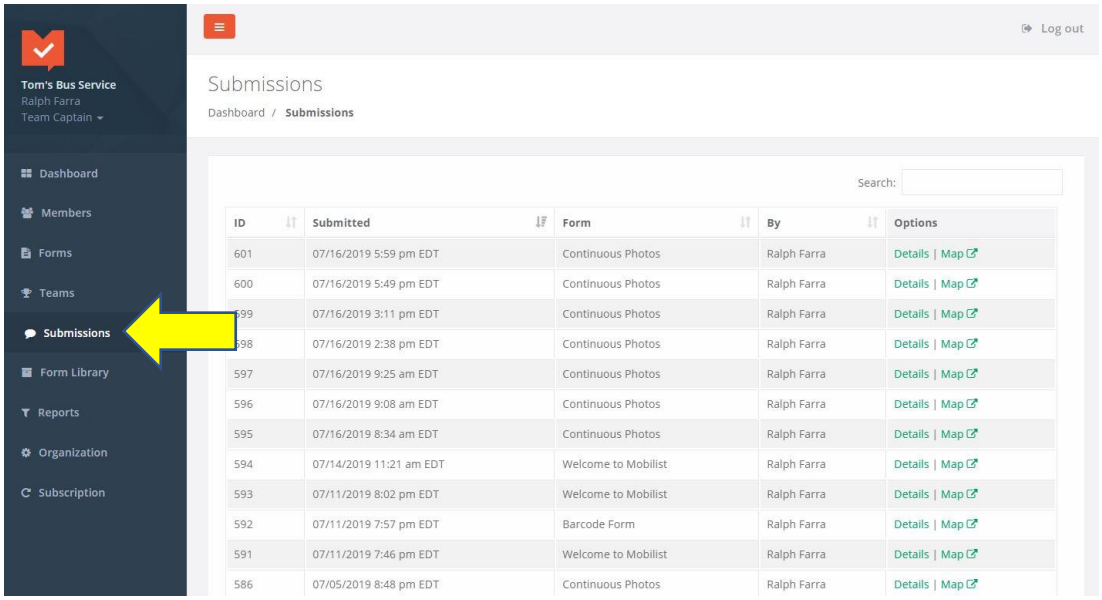
On the Forms Page you can manage your custom content and folders by creating and deactivating forms and folders. Forms can be checklists, procedures, training, or notes.



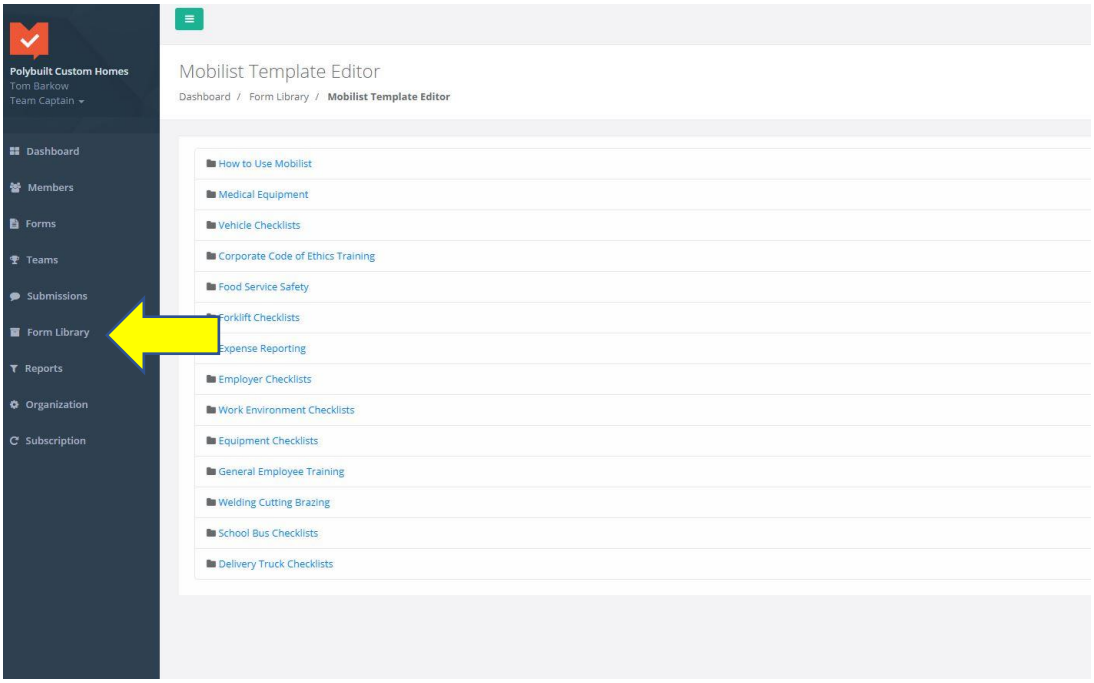
The Teams Page allows you to view and manage Teams and the members assigned to them. Teams are a way to organize members into groups who receive the same forms on their mobile devices.



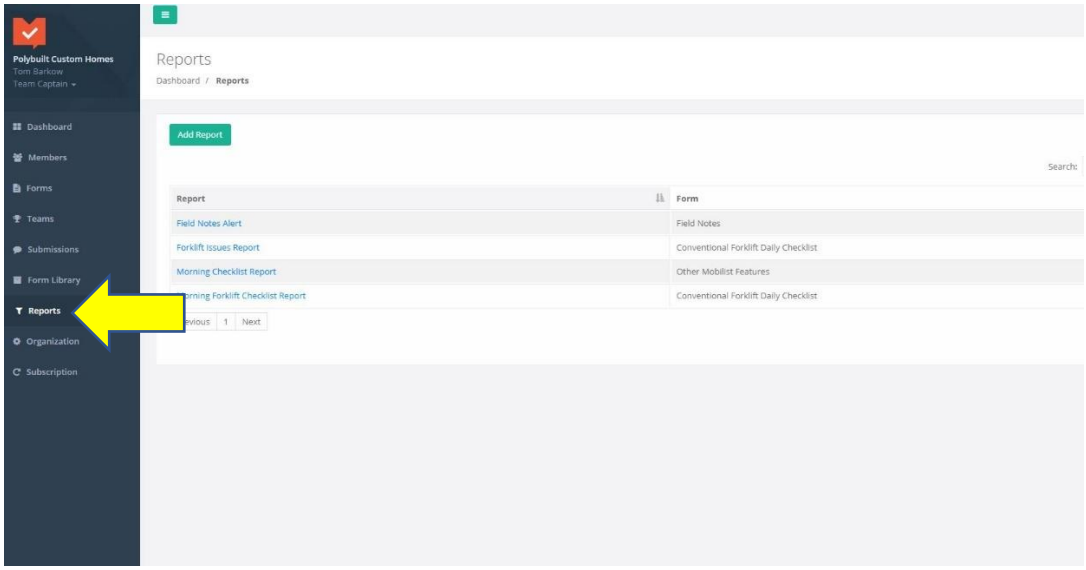
The Submissions Page shows forms completed by Team members and their detail.



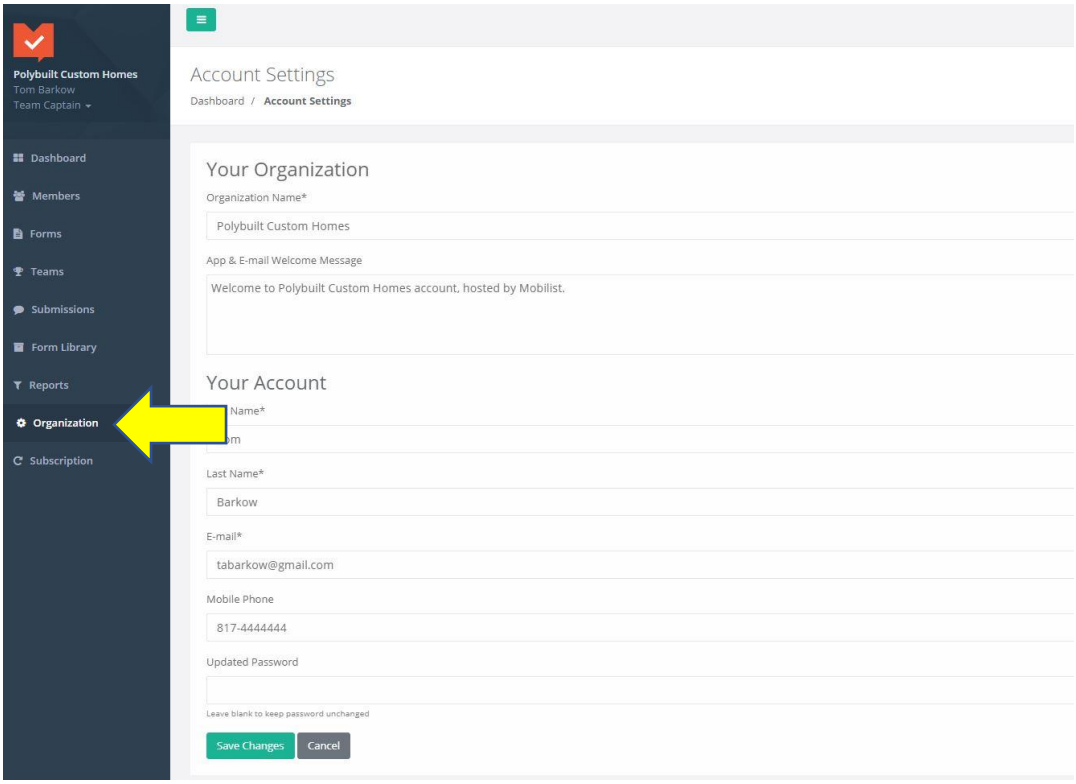
On the Form Library Page, form templates can be copied and renamed for your account.



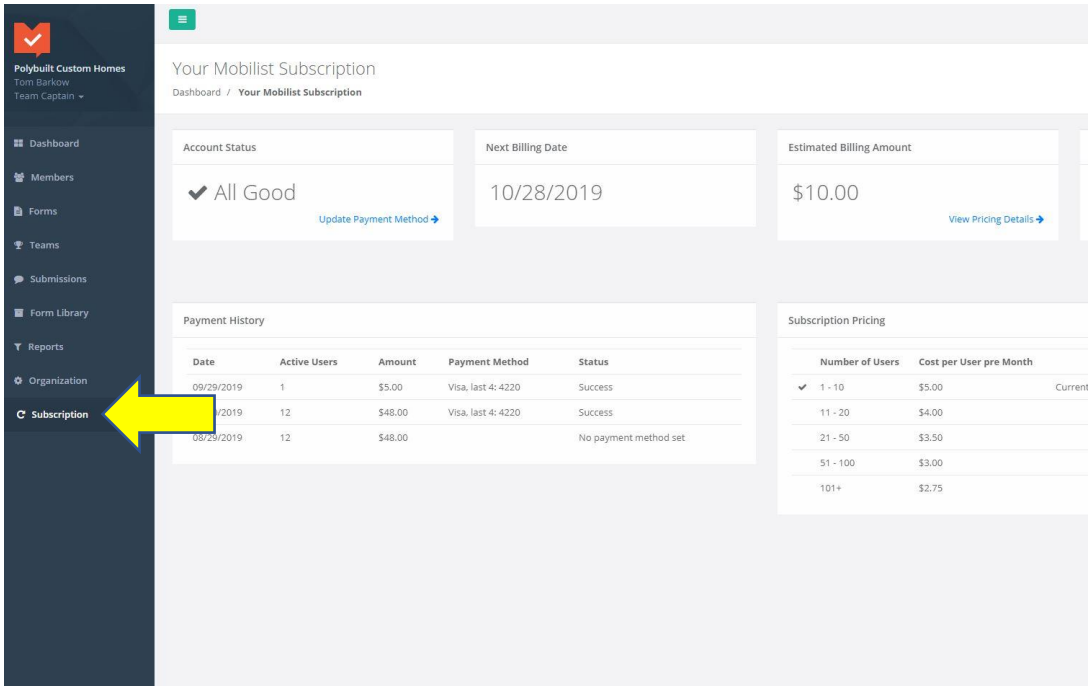
On the Reports Page you can manage and create reports by comparing responses to set criteria, allowing automatic alerts to be sent to responders.



The Organization Page is where you manage details about your organization and add personalized welcome messages.

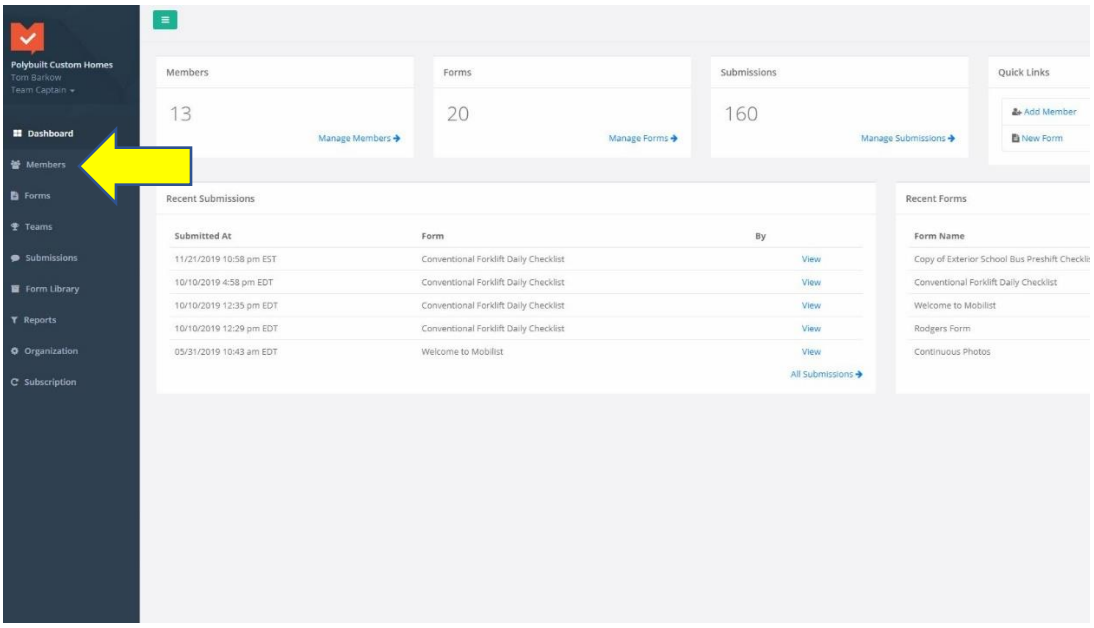


The Subscription Page shows the billing details of your account.

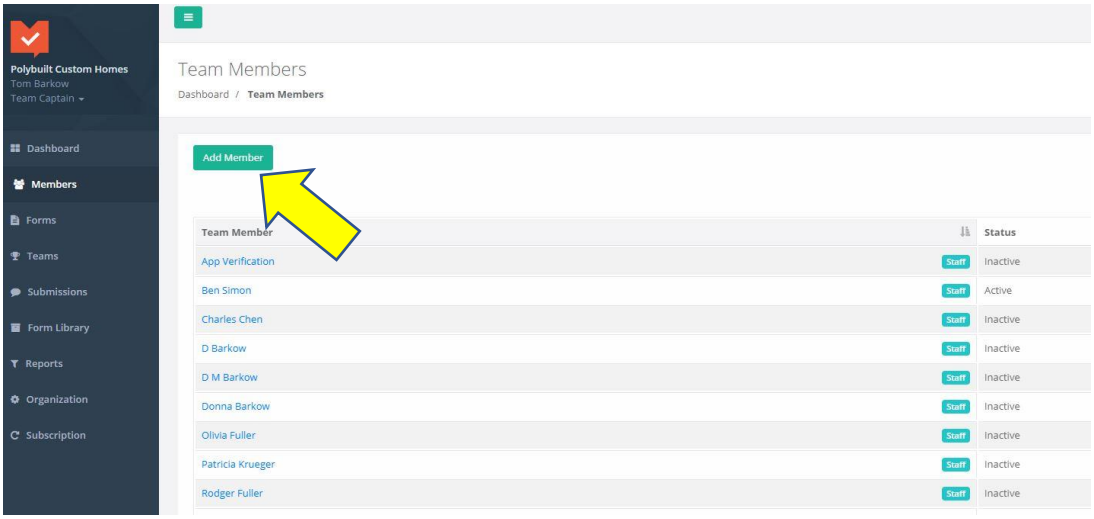


Members

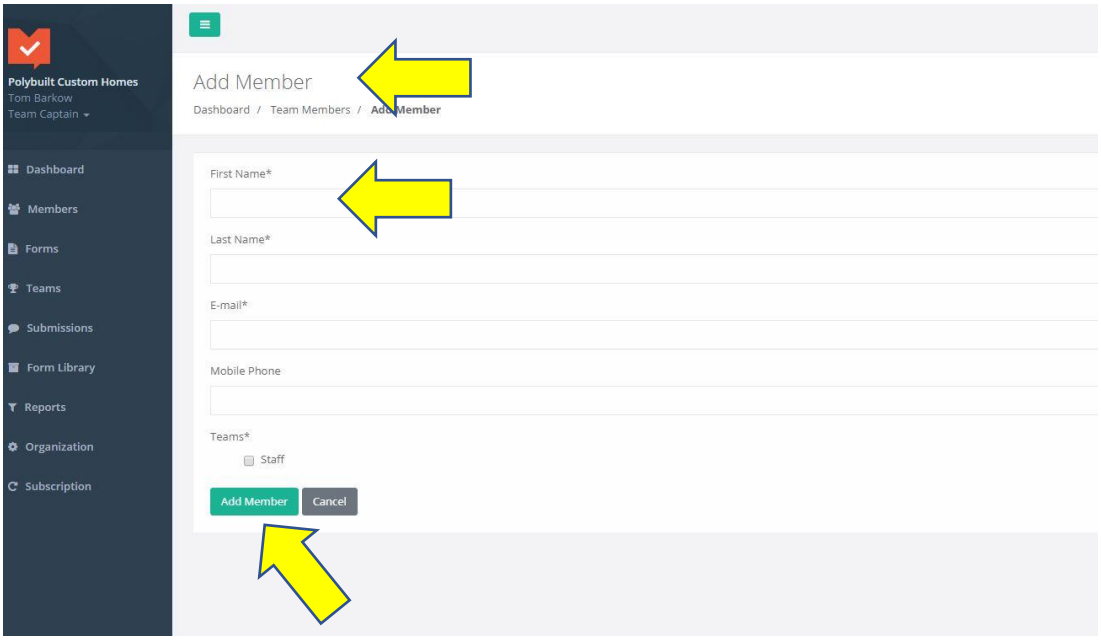
From your dashboard, click the **Members** button on the left.



The Team Members screen will appear showing all current members. Click the **Add** button at the top and the next screen will appear.

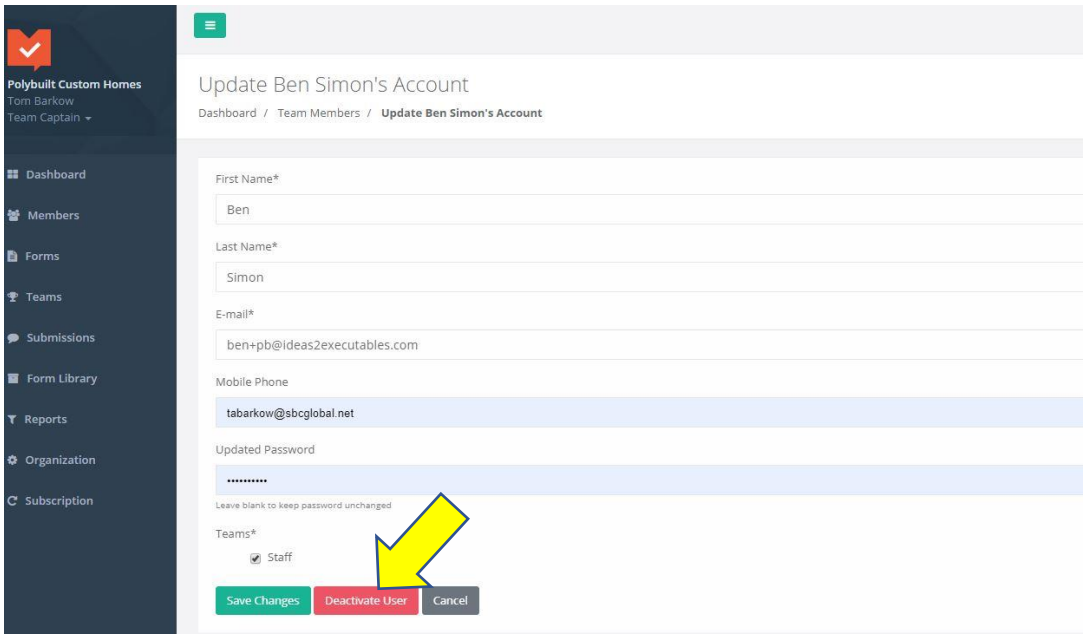


The Add Member page appears. Type the name, email and mobile phone number of the new member, then click the **Add** Member button at the bottom of the screen.



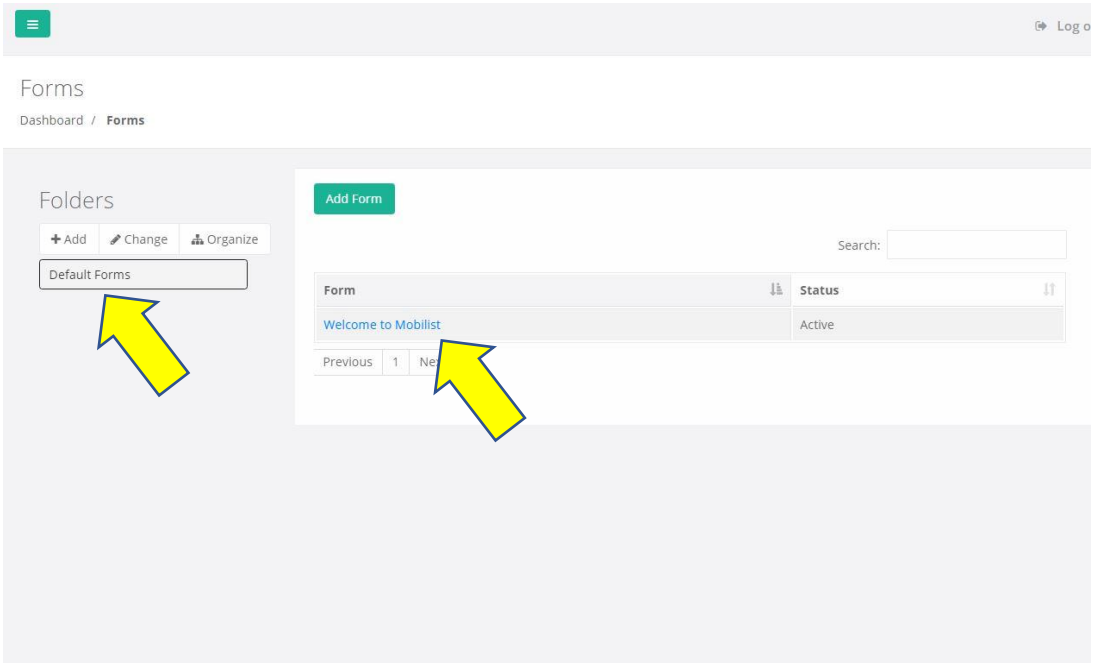
Click the Members button on the left or members button at the top of the screen to go back the list of current members. Notice that the new member is now on the list with the indication that he is an active member.

If it is necessary to deactivate a member, click the members name, on the Team Members page. Go to the bottom and click the **Deactivate User** button, a dialog box will ask if that is what you want, clicking **OK** will deactivate the member. Reactivate a member by clicking the member name, going the bottom of the page, click the **Reactivate User** button, then clicking the **OK** button on the dialog box.

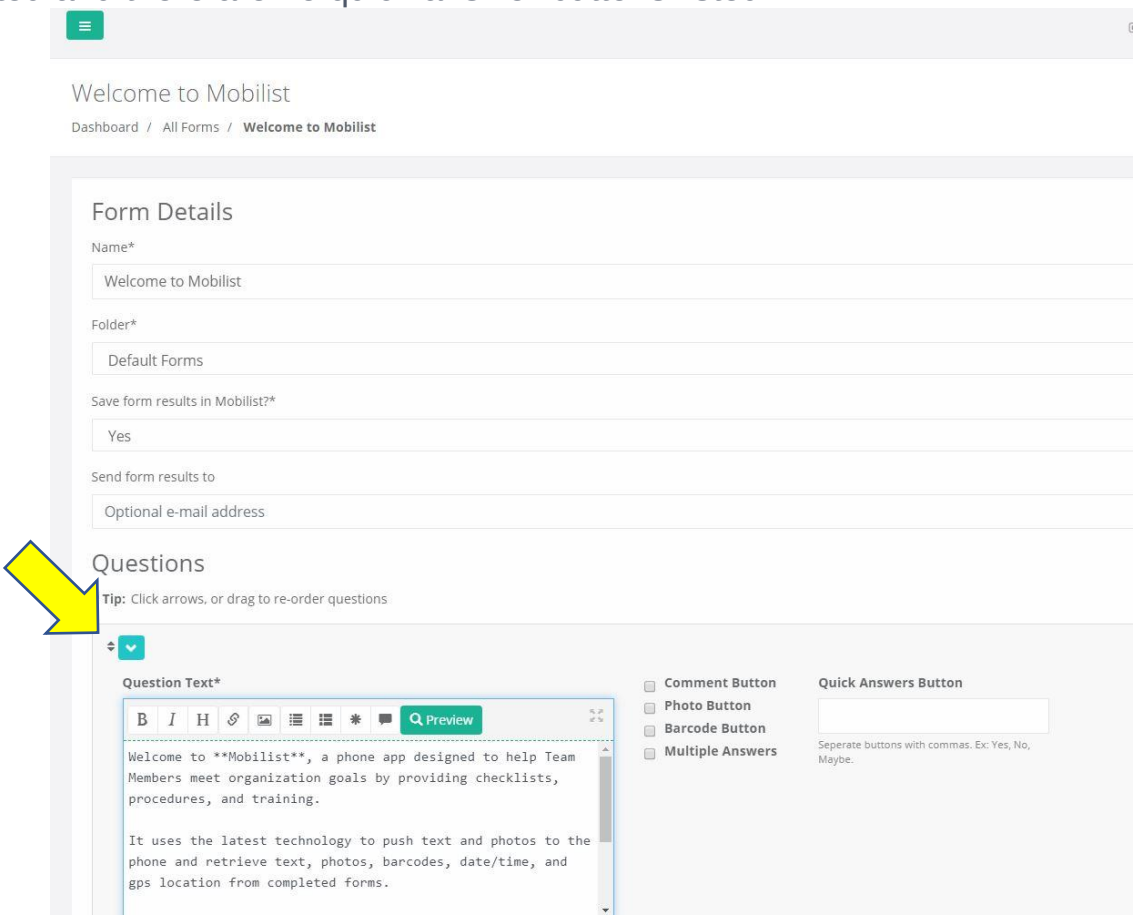


Forms

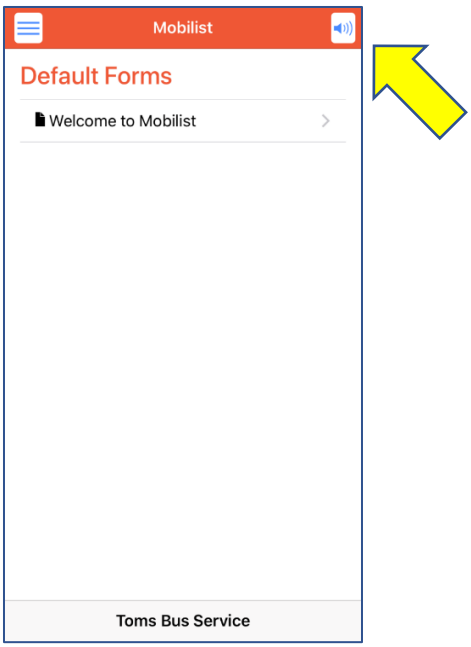
From your dashboard, click the **Forms** button. The **Forms** page will load.
First time users will only see a single Default Forms folder with a border around, signifying that any forms on the right are in that folder, and a single form in that folder called **Welcome to Mobilist**.



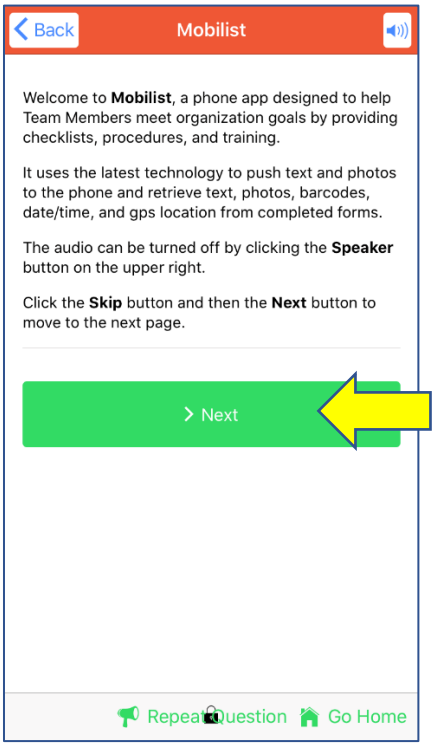
Clicking the Welcome to Mobilist title will open the form to its individual pages. Each page has a Form Builder text editor, check boxes, and a box to list Quick Answer Buttons. At the top left are arrows which allow you to reorder the individual pages. The first page of this form is text only, so none of the check boxes on the right are selected and there are no quick answer buttons listed.



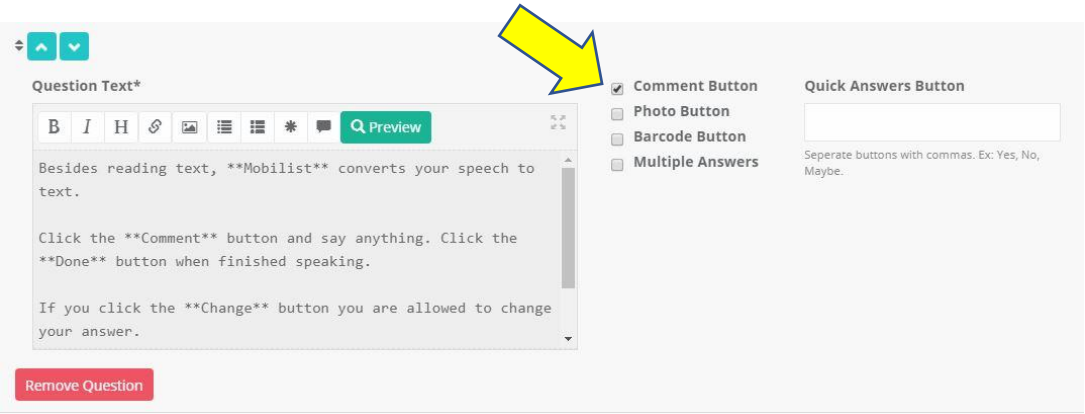
Now look at the Welcome to Mobilist form as it is displayed on the mobile phone app. Opening the phone app show the menu page, the Default Forms folder, and the Welcome to Mobilist form title. Clicking the Welcome to Mobilist title opens the form. Notice that the text to voice feature can be muted by clicking the speaker icon at the upper right.



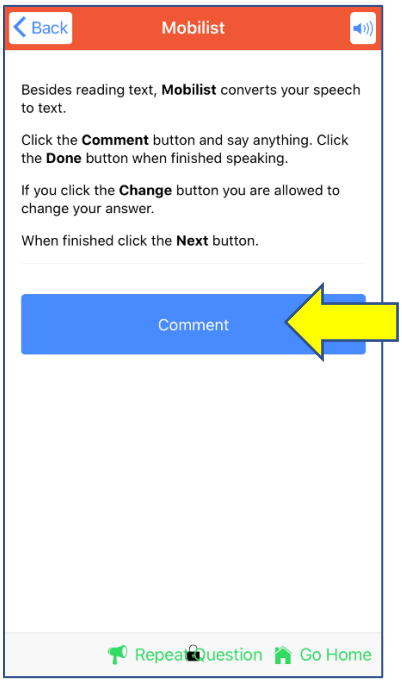
The first page of the form speaks the welcome message. Clicking the Next button takes the form to the next page.



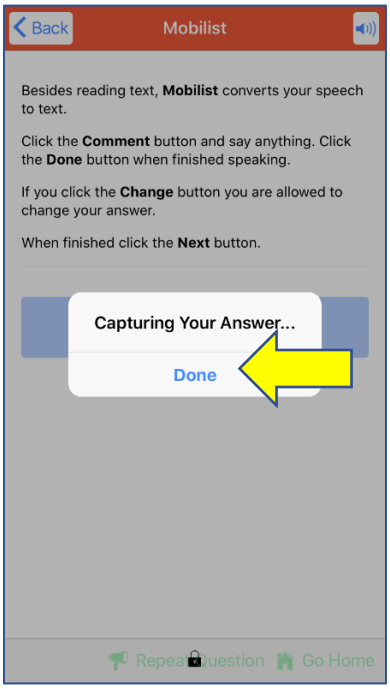
Back on the website Form Builder, the next page shows a single comment page. The text is provided to guide the user. Notice that the Comment Button check box is selected.



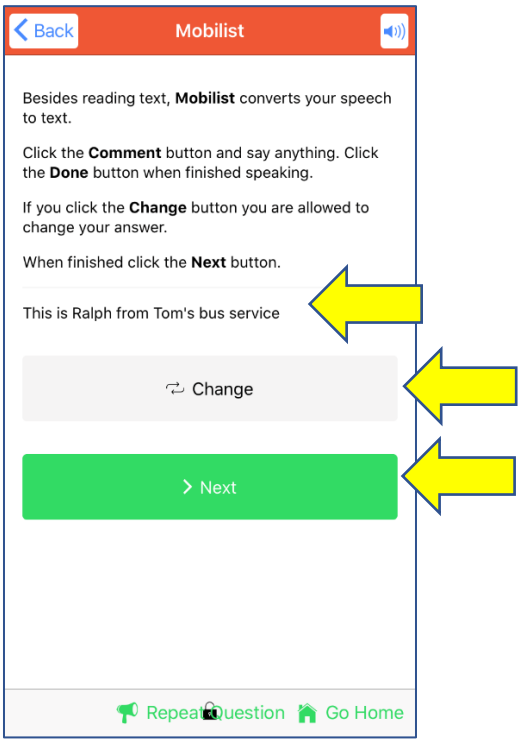
The phone app page for single comment looks like this. Clicking the Comment button starts the recorder on the phone.



Speak into the phone and your voice is converted to text. A dialog window allows you to tell the app you are done recording. When finished, press the **Done** button. (0787)

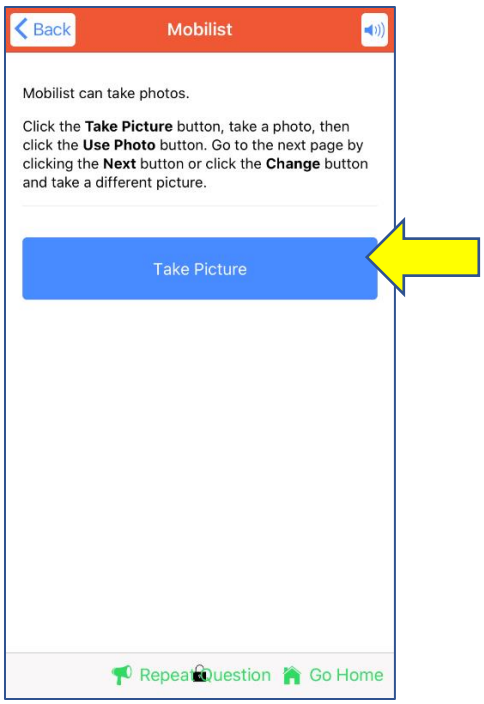


Your recorded voice is converted to text. You can rerecord or go to the next page. 0784

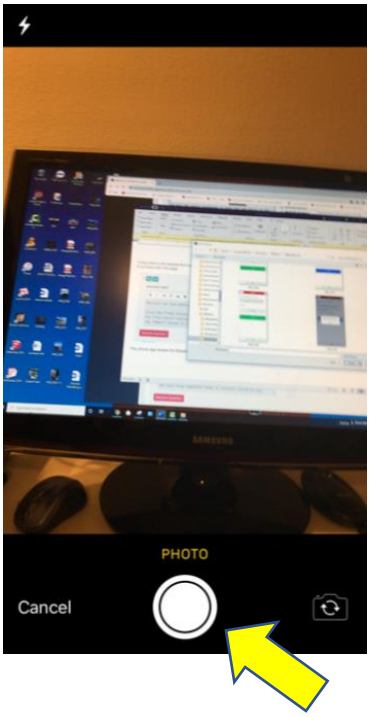


Going back to the website form builder, the next page allows for taking photos. Notice that the **Photo Button** check box is checked, and the text explains how the user is to proceed with this page.

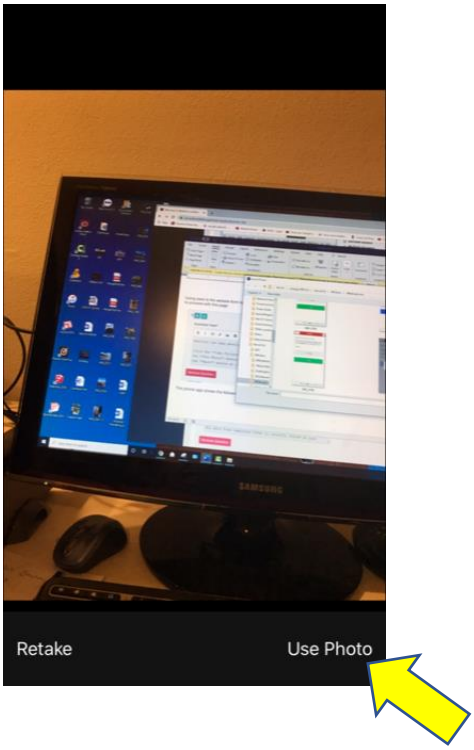
The phone app shows the following for this page. Clicking the **Take Picture** button brings up the camera function of the phone.



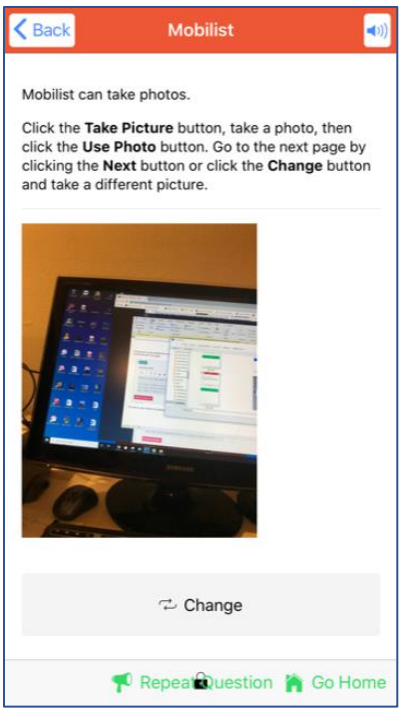
Click the **Photo** button on the phone.



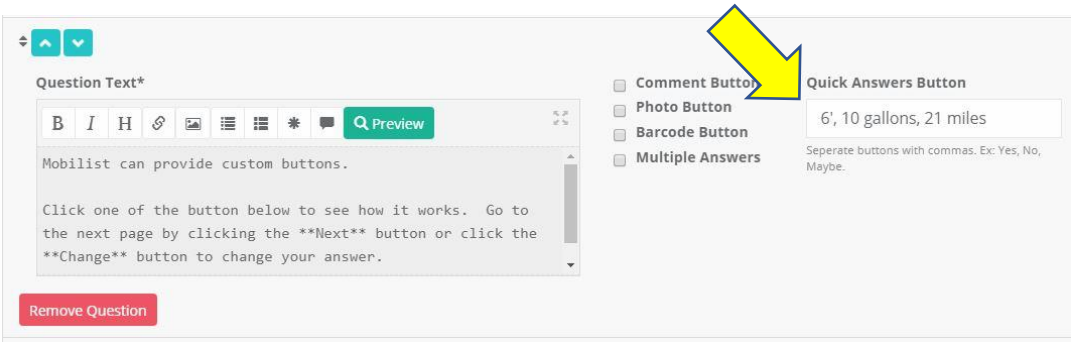
Click the Use Phone button if you are satisfied with the photo.



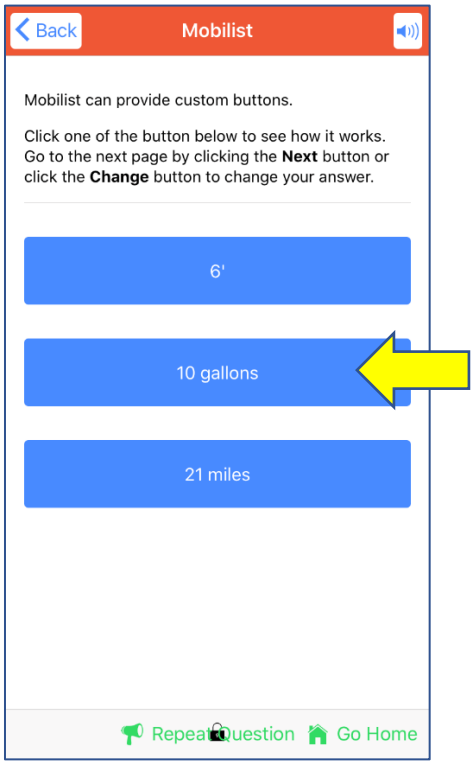
Your photo will then show on the form page where you can use the **Change** button to take another picture or go to the **Next** page of the form.



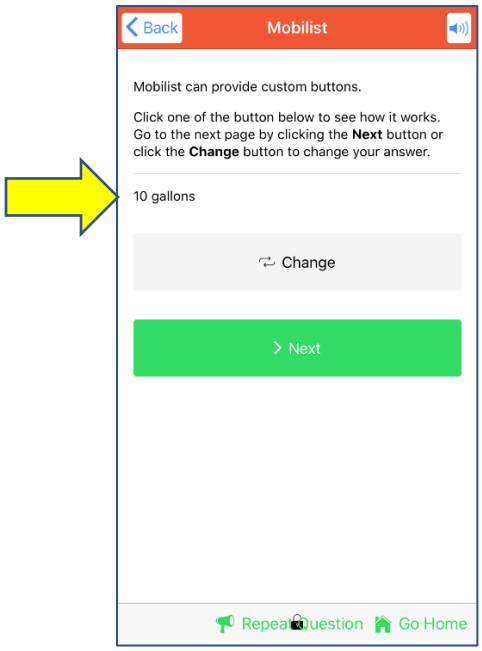
The next page on the Form Builder shows a Quick Answer page. Notice that three quick answer have been type in the Quick Answer Button window.



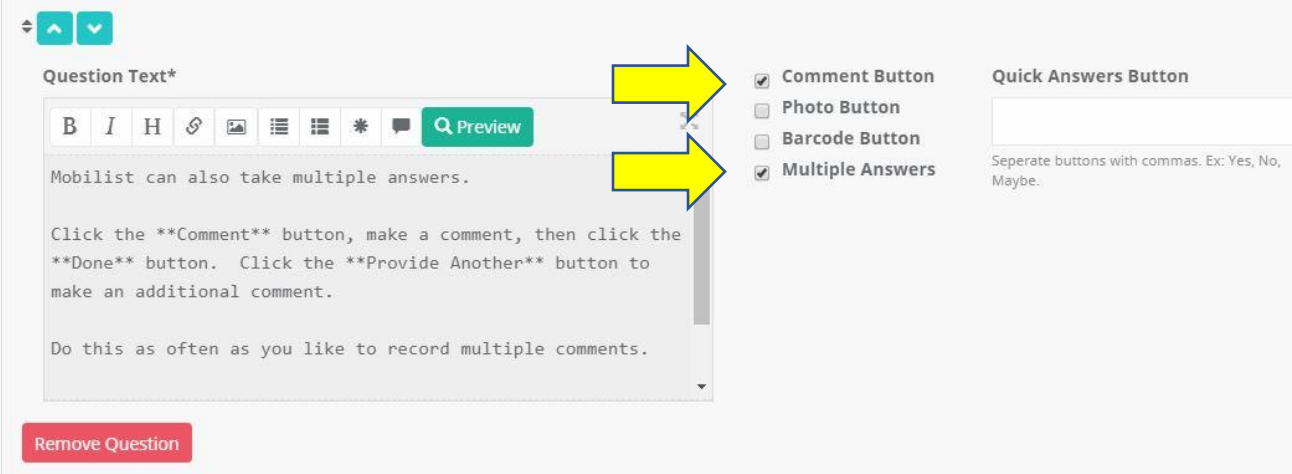
The phone app will show the following for a quick answer form page.



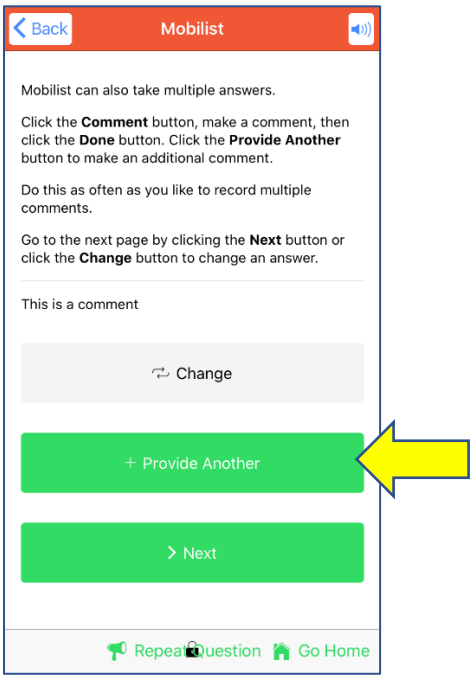
Clicking the **10 gallons** button results in the 10 gallon response shown on this page. You can change the answer or go to the next page of the form.



The next page on the Form Builder shows how to create a multiple answers form. By clicking any check box along with the Multiple Answer check box, you create a form page that will take multiple answers until you decide to go to the next form page on the phone app.

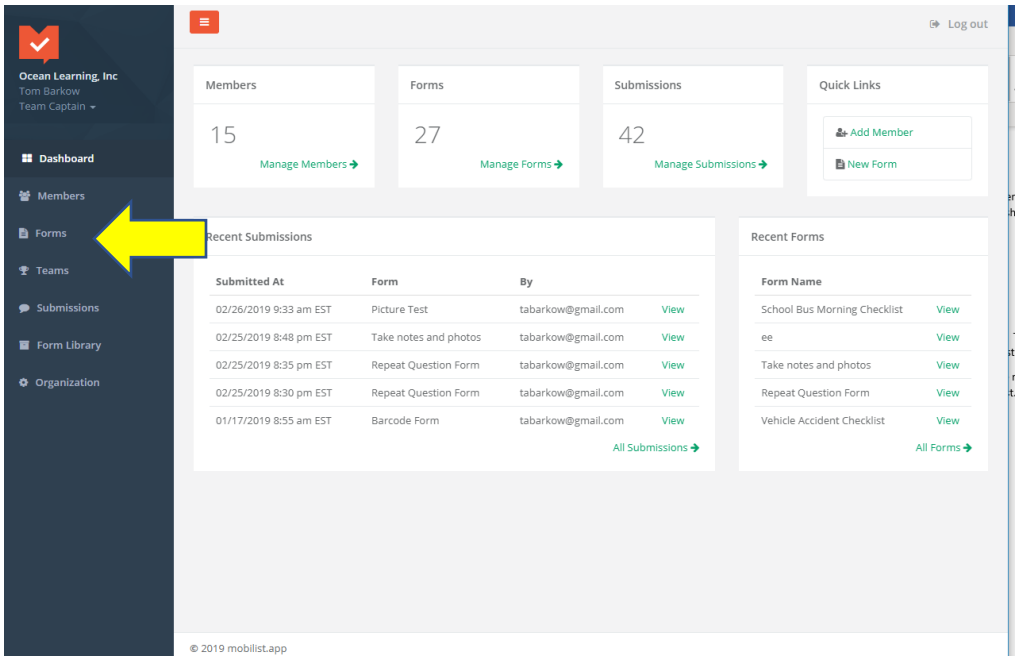


On the phone app, a multiple comment page looks like the following. Instructions for this page are shown as text. By clicking the Provide another button, additional comments can be taken.

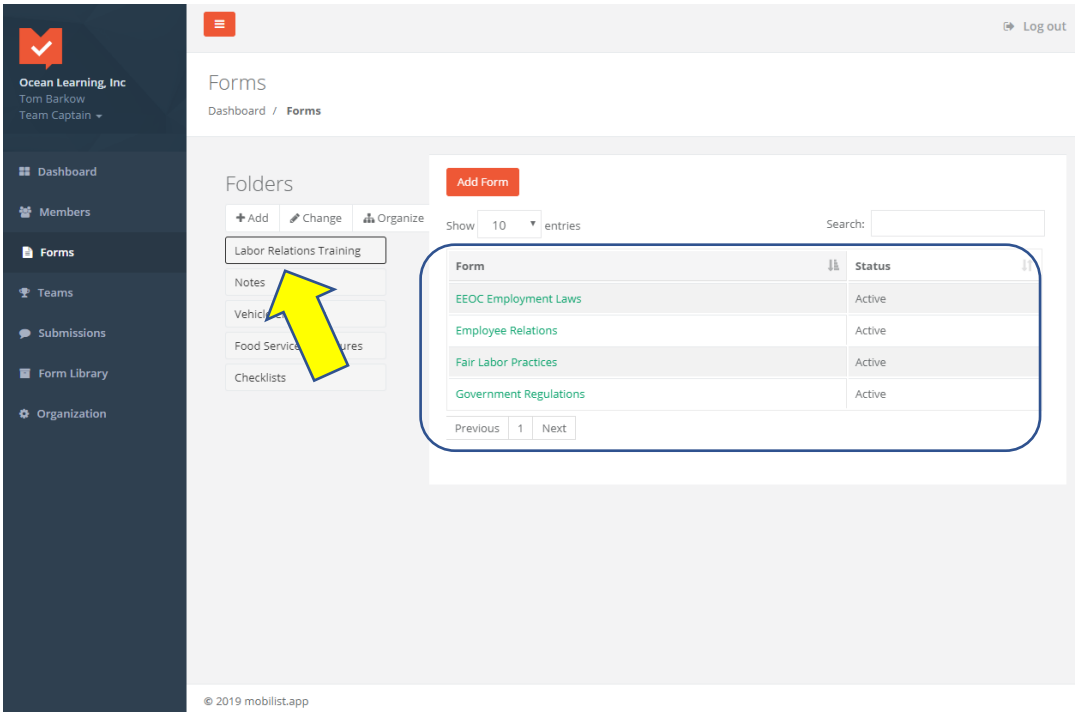


Folders

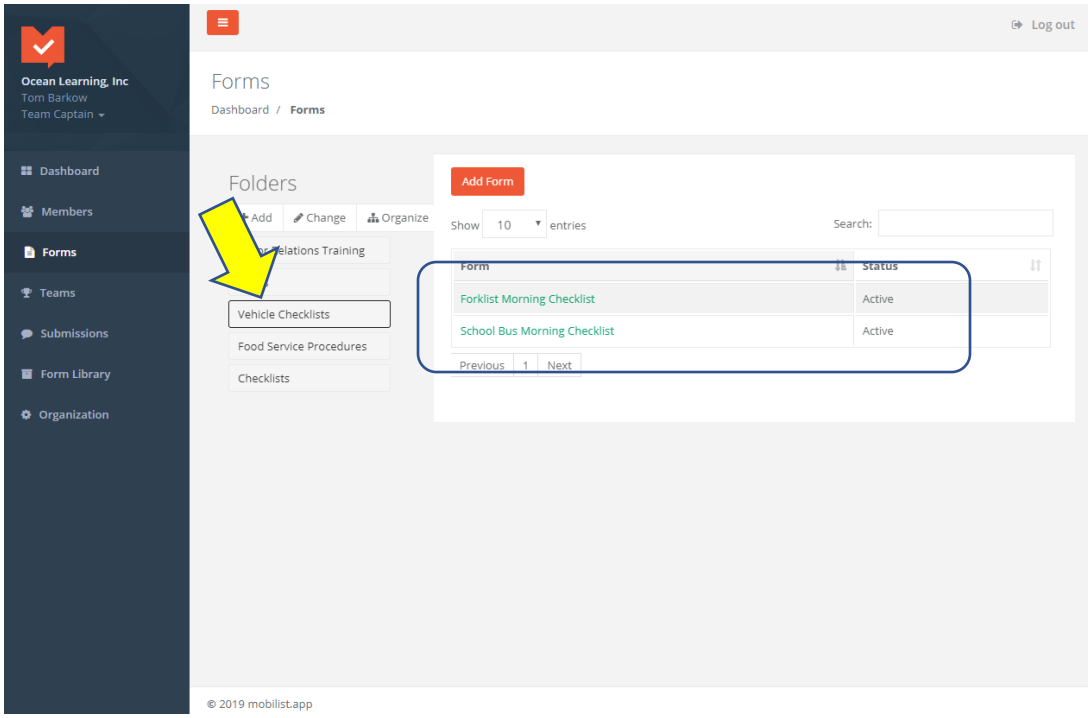
From your dashboard click the **Forms** button on the left of your dashboard. All forms must be inside a folder.



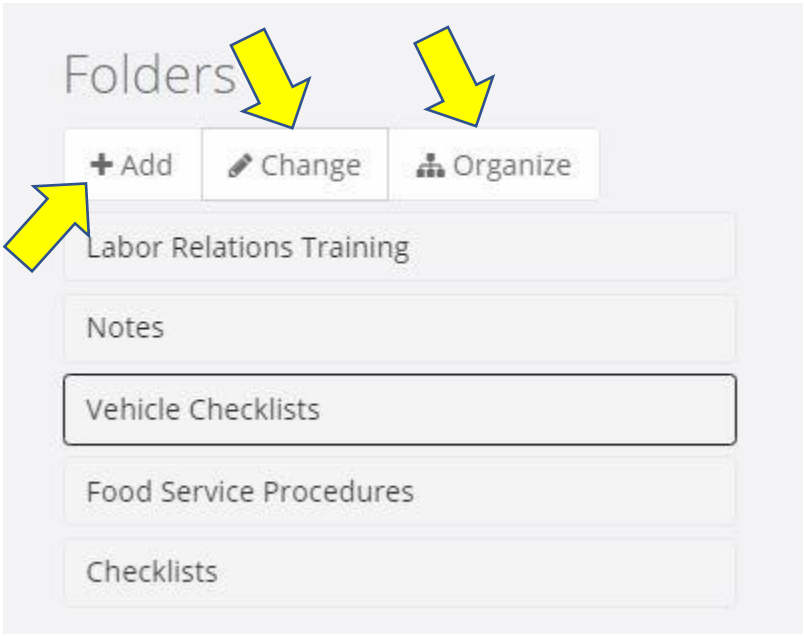
On this page you will notice a folders header and a forms header. Notice that the **Labor Relations Training** folder is highlighted with a box around it. When highlighted, the forms in that folder show at the right.



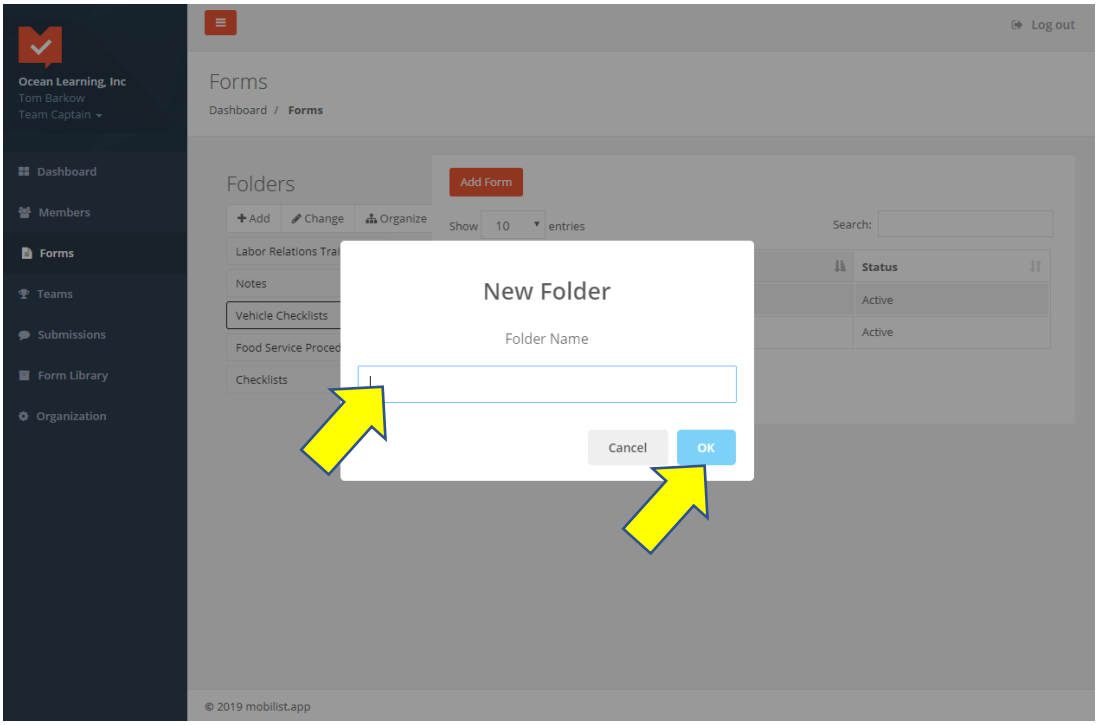
Clicking on the **Vehicle Checklist** folder shows 2 forms at the right.



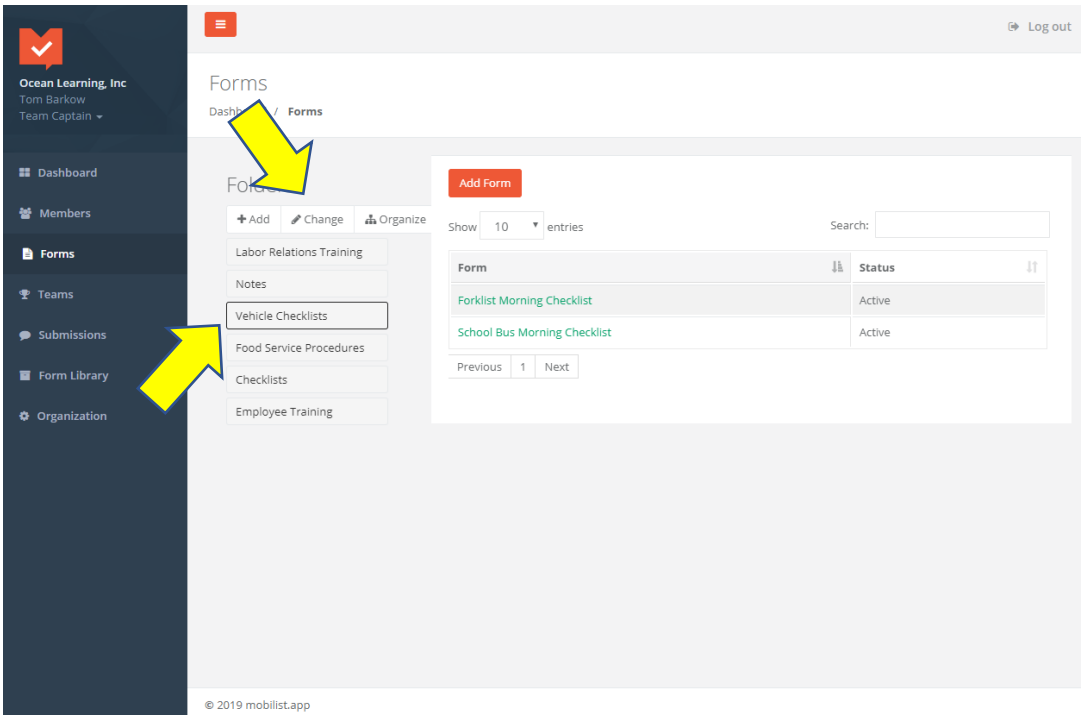
Directly under the folders header there are three control buttons: An **Add** button for adding folders, a **Change** button for editing or deleting folders, and an **Organize** button for changing the order of the folders shown and for moving one folder inside another.



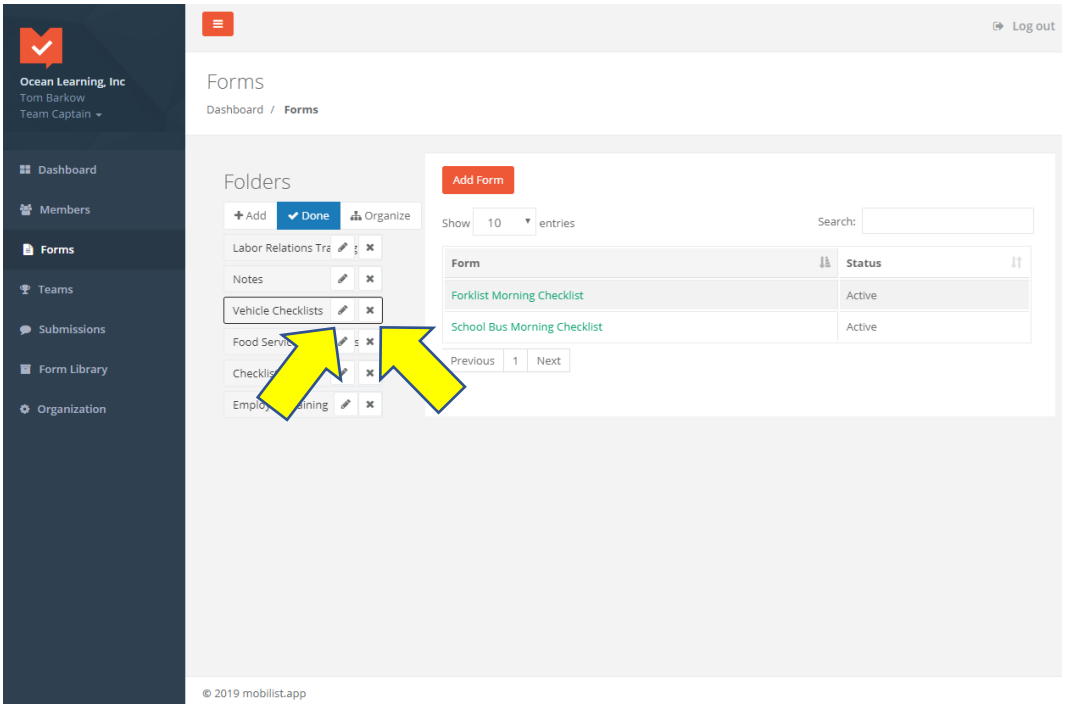
Clicking the **Add** button brings up a dialog box asking for the name of the new folder. Type the name of the new folder, then click the **OK** button. The new folder will show at the bottom of the list.



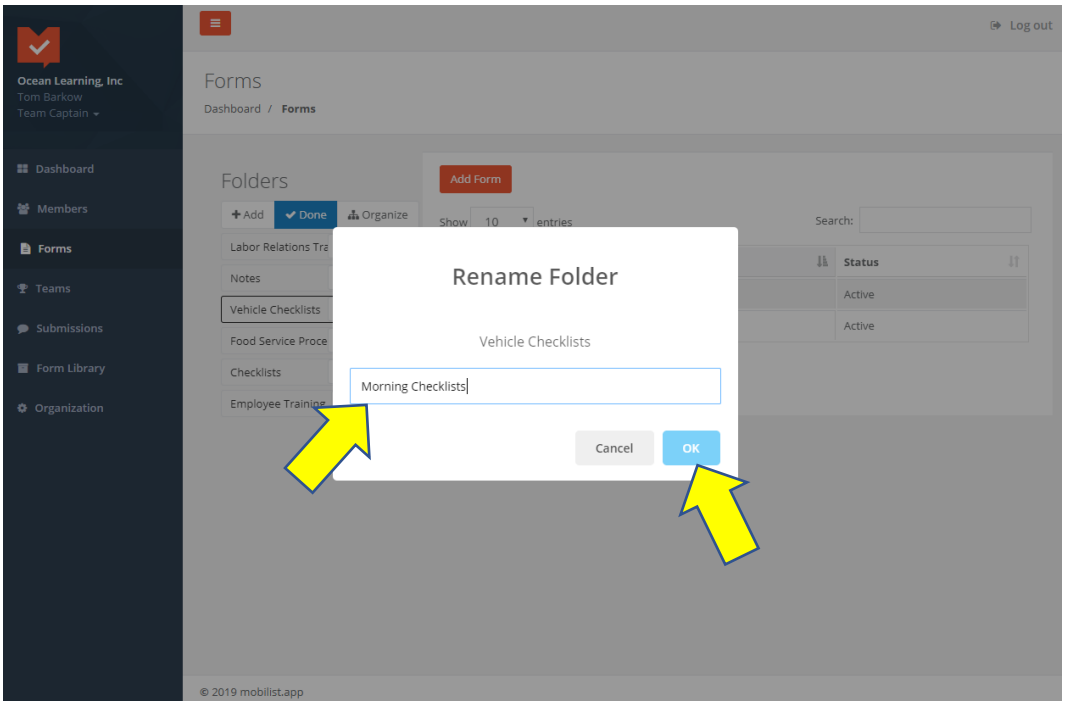
Clicking on the **Vehicle Checklist** folder highlights it. Then clicking the **Change** button makes available edit and delete buttons.



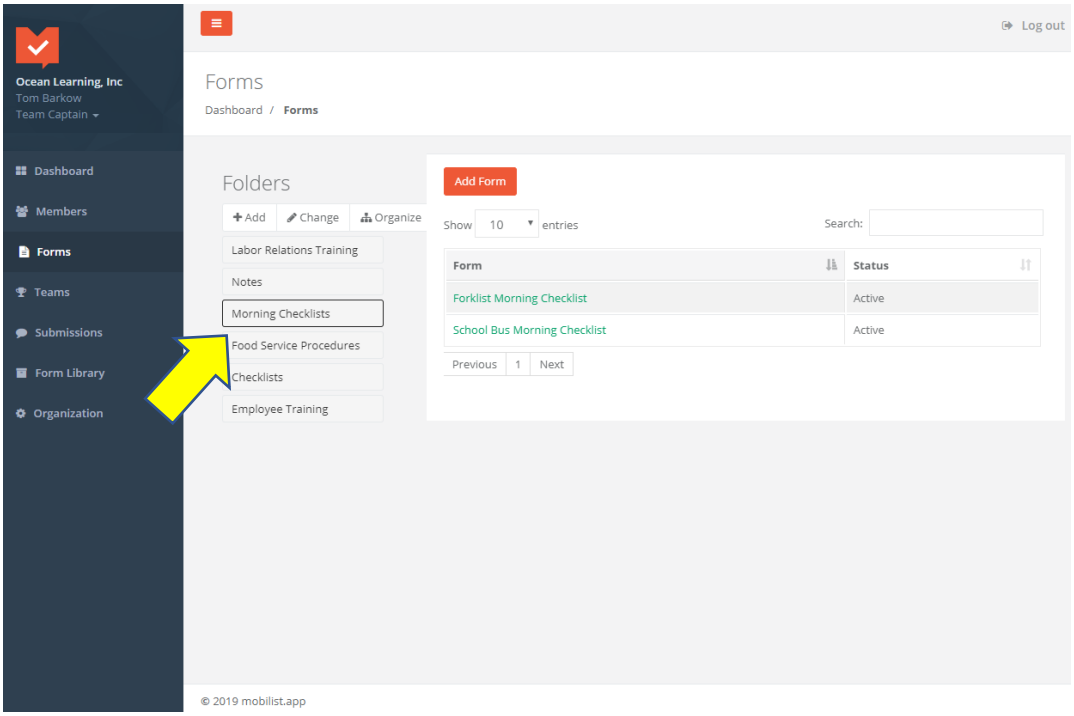
There are now a pen icon and an x icon next to the Vehicle Checklists folder name. Click the pen icon and a dialog box appears.



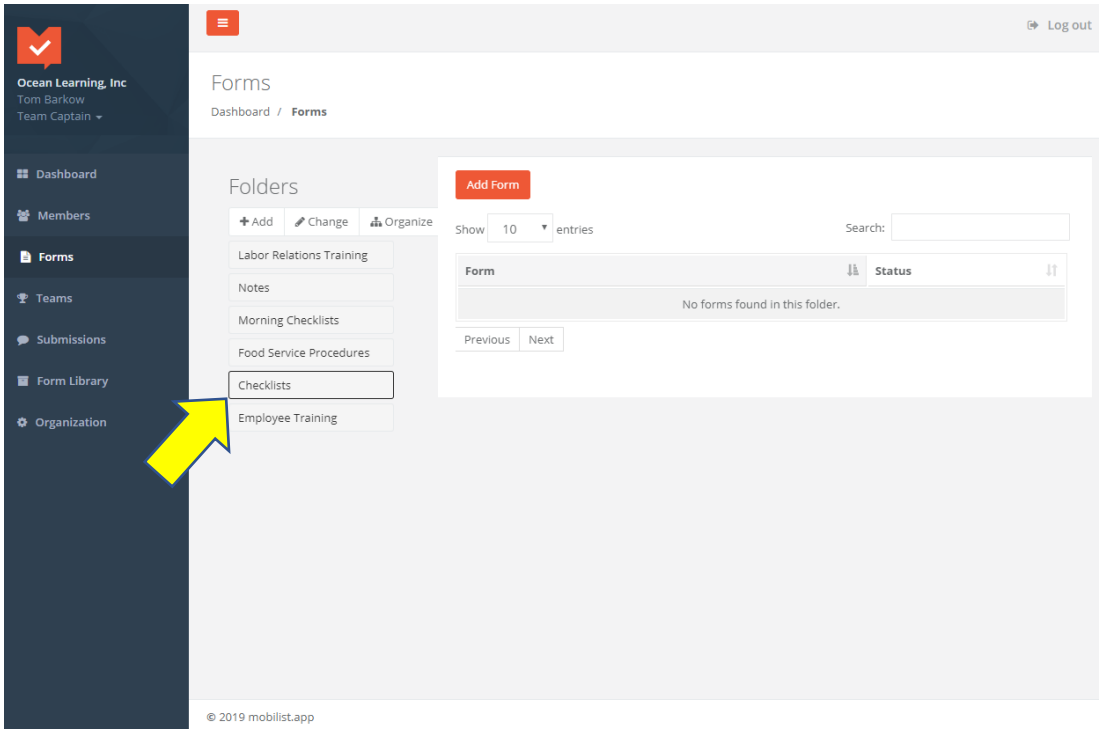
Type in the new name for the folder to rename it and click the **OK** button.



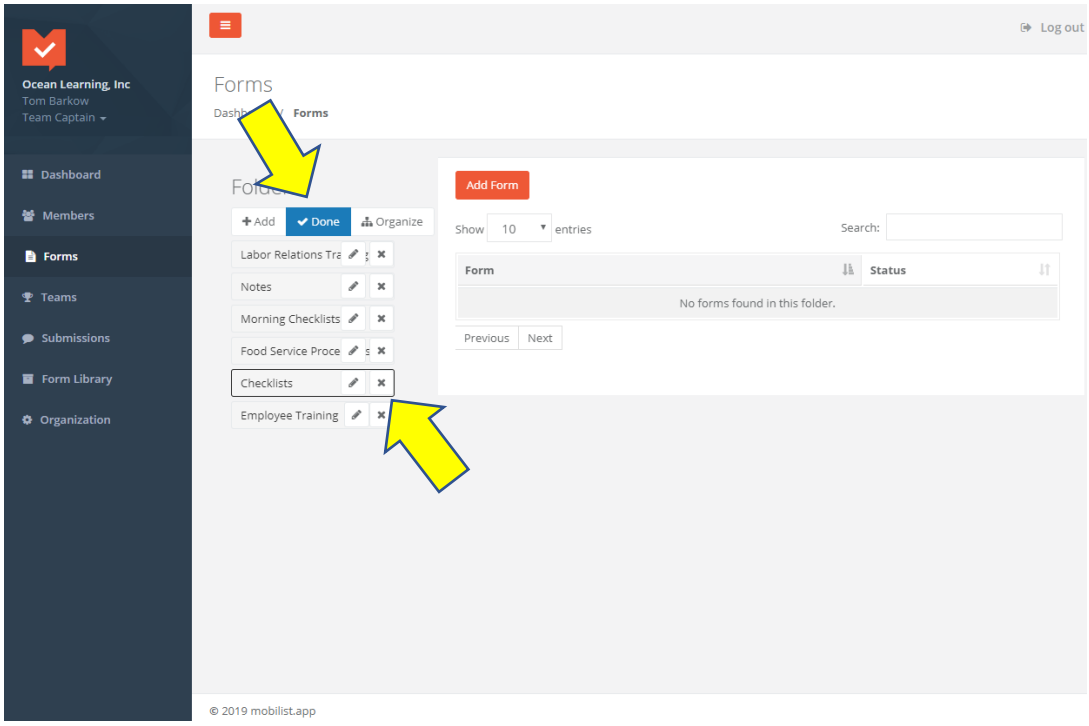
The new name for the folder will appear.



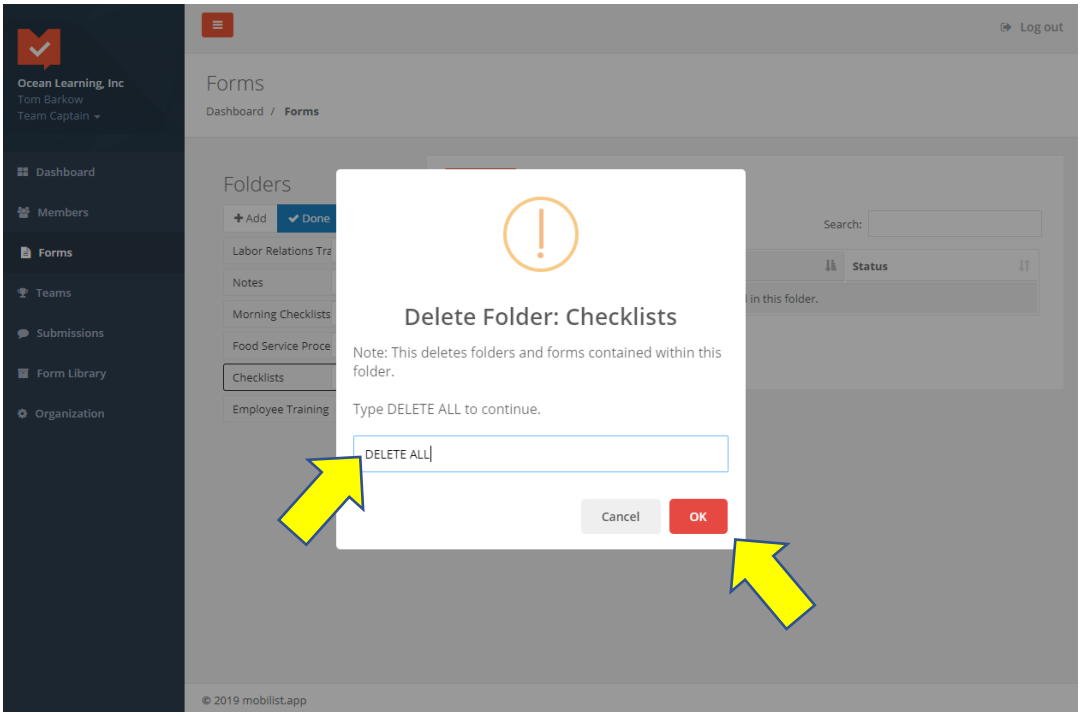
To delete a folder, first select it by clicking on the folder name.



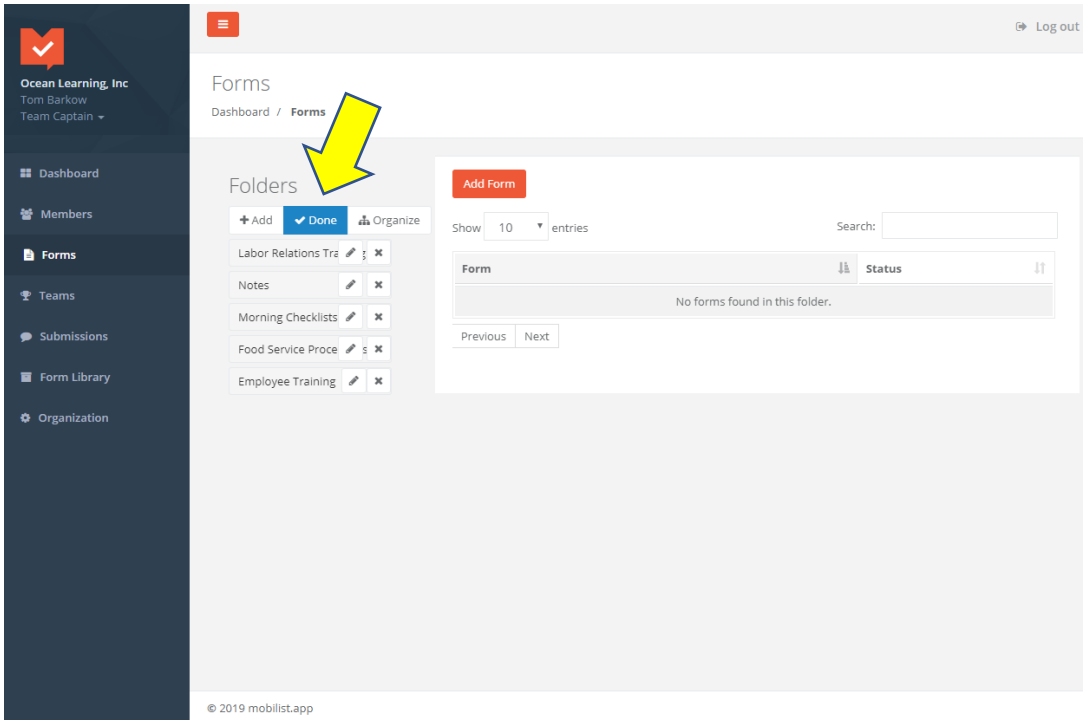
Click the **Change** button and the pen icon and the x icon will show next to that folder name.



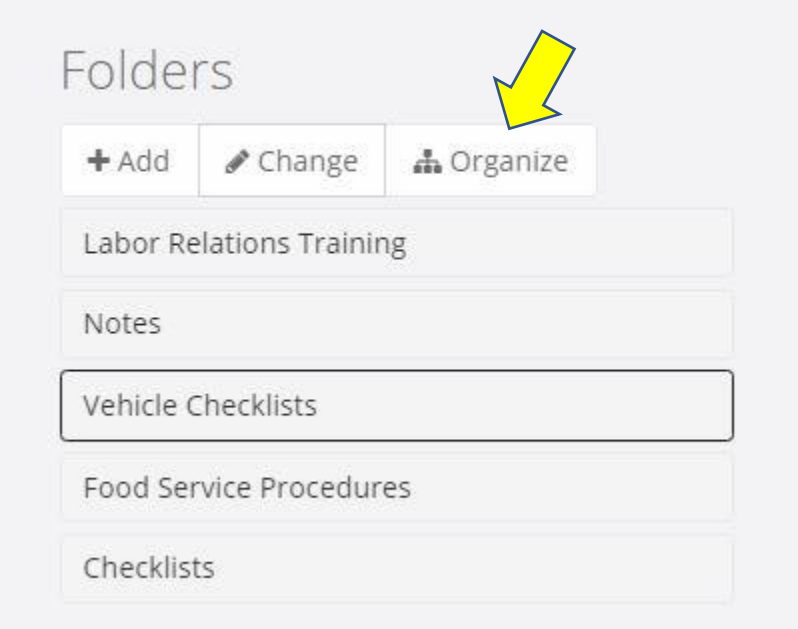
Click the **x** icon and a dialog box appears which asks you to type DELETE ALL if you want to delete the folder and all forms in it. Clicking **OK** deletes the folder.



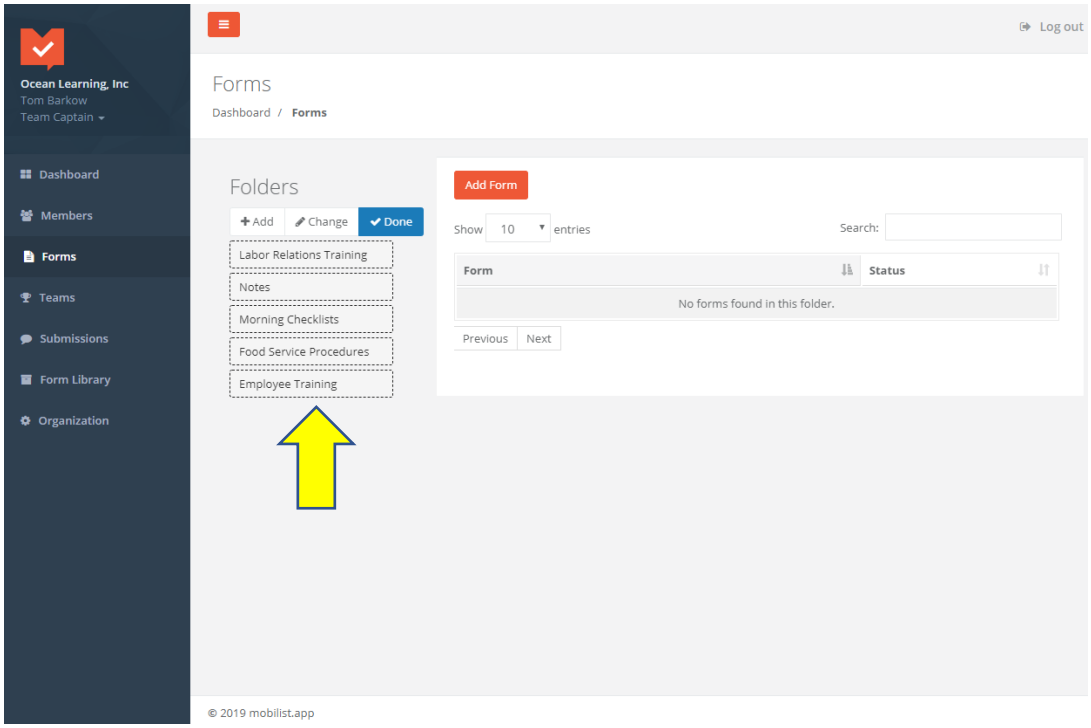
Notice that the folder has been deleted. Click the **Done** button.



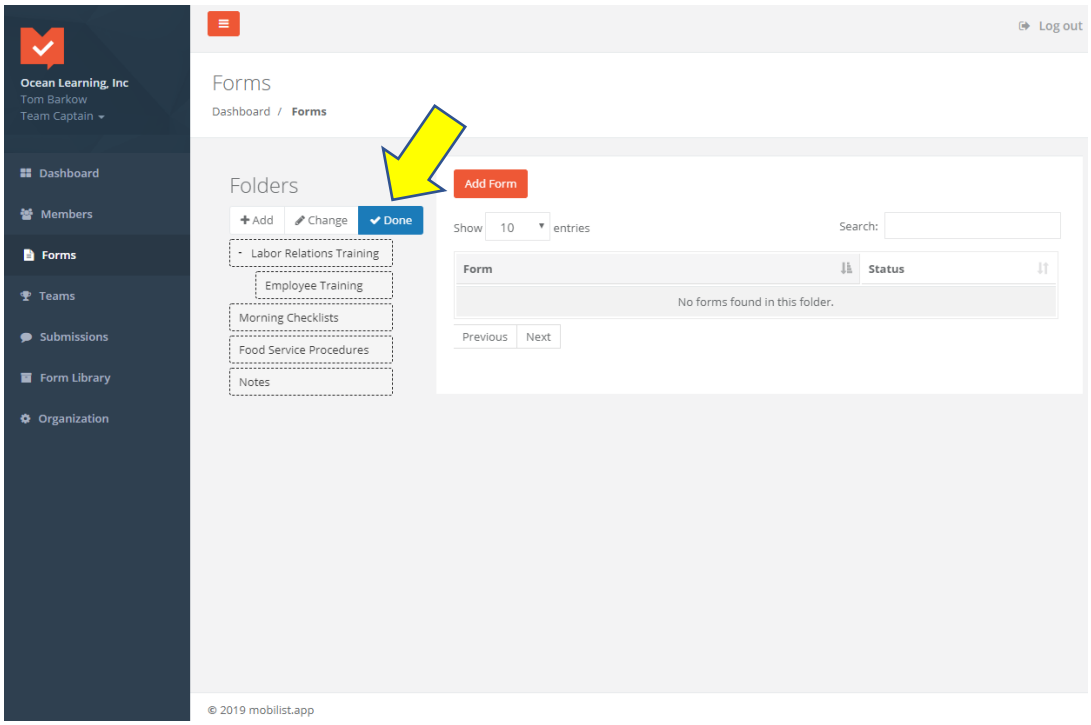
To organize the folders, click the **Organize** button.



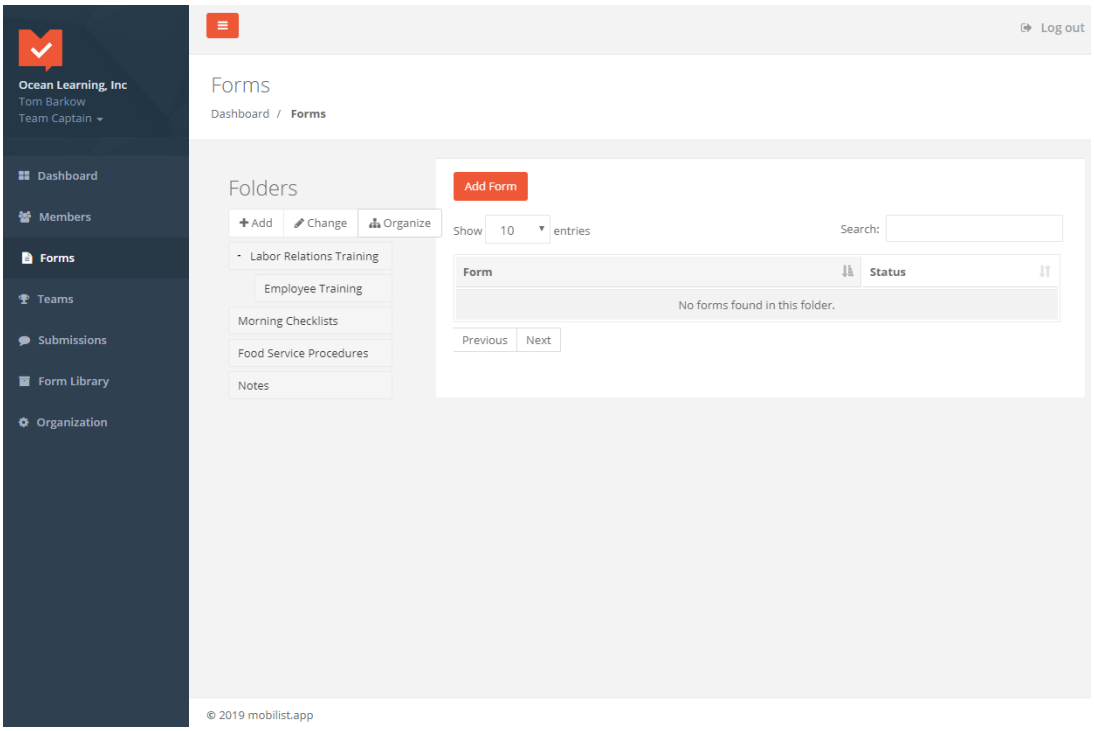
Dotted lines will appear around all the folder names. You can move the folders up and down and sideways to place one folder in another.



When finished, click the **Done** button.

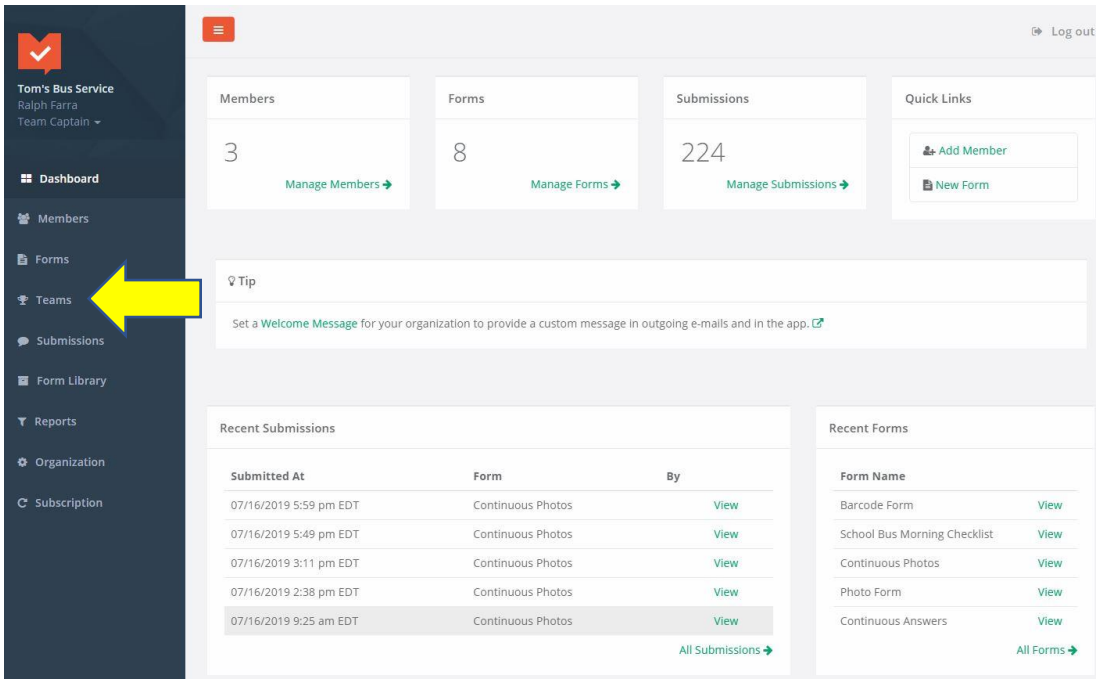


The folder will show the final arrangement and will also show on the phone app the same way.

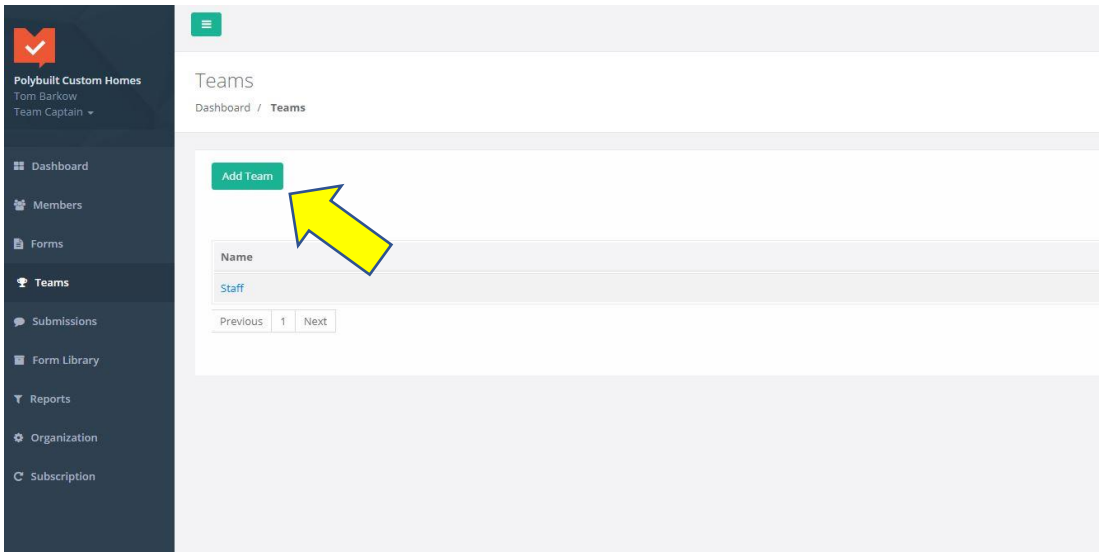


Teams

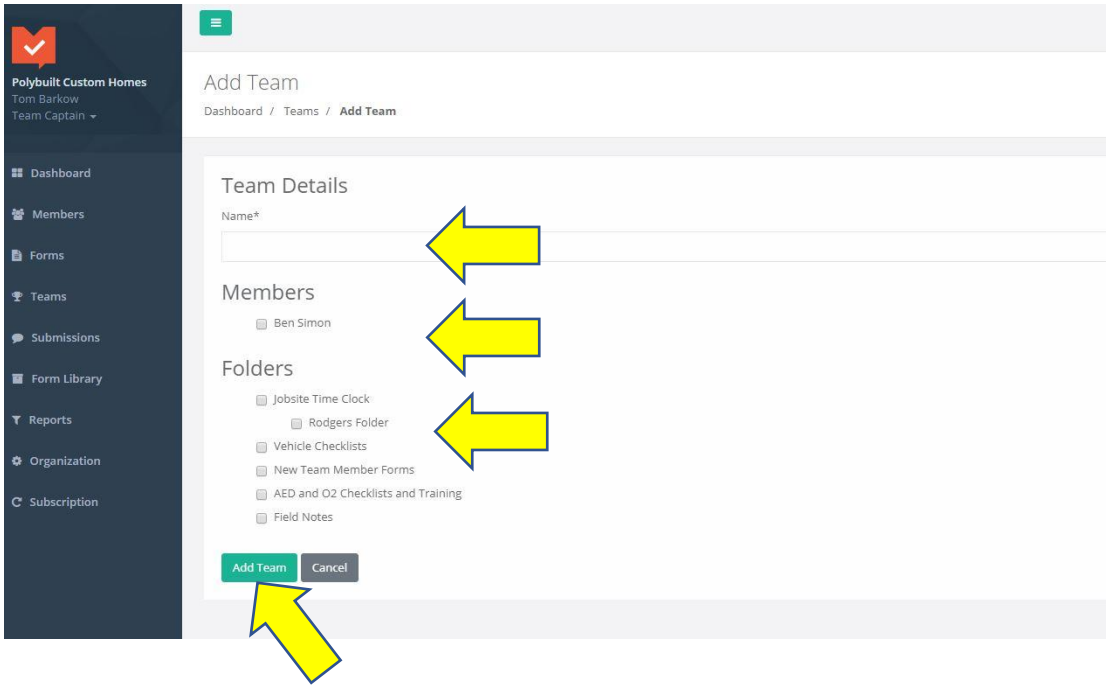
From your dashboard, click the Teams button on the left.



The Teams page becomes available and shows all the current Teams. To add a new team, Click the Add Teams button.

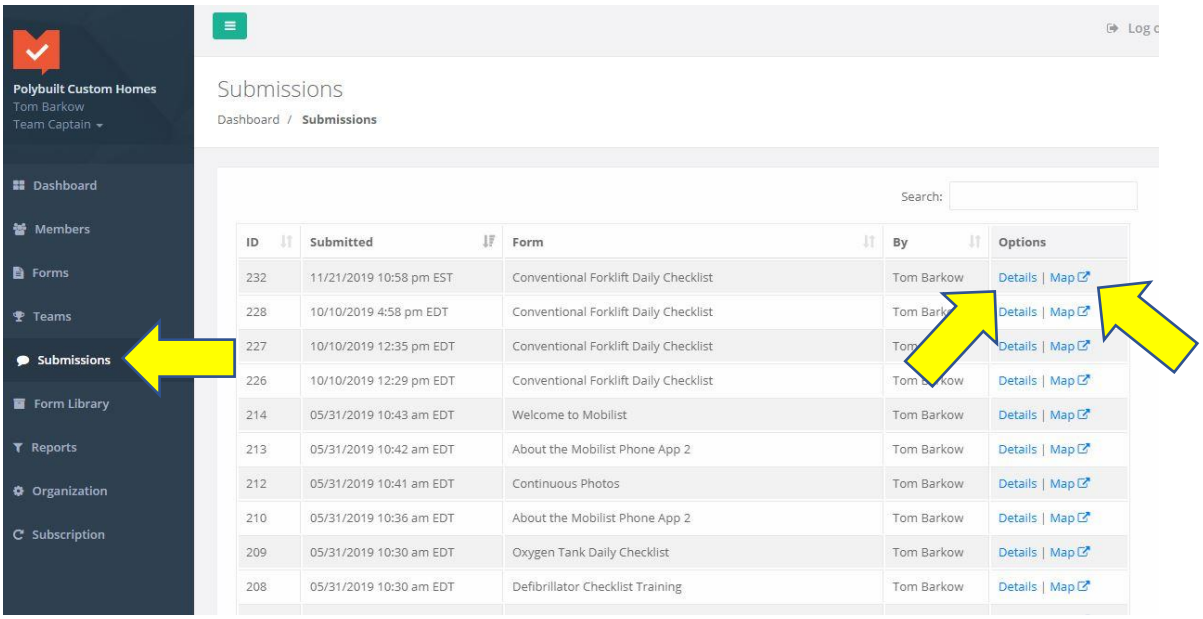


An Add Team page becomes available. Name the Team. Select the Team Members. Select the Folders which will be available to each member on their phone app. Click the **Add** Team button at the bottom of the page when finished.

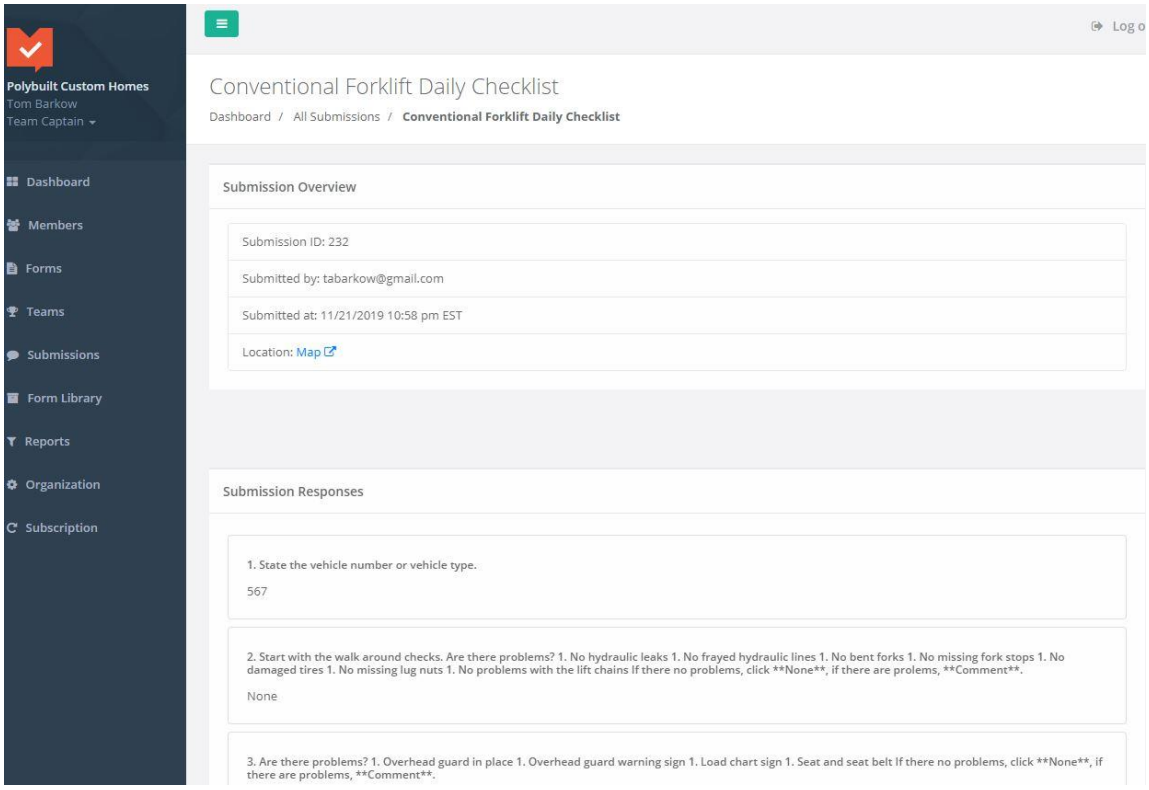


Submissions

Clicking the **Submissions** button on the dashboard takes you to a page where all submissions are recorded. You can look at any submission by clicking on the title. Clicking the **Details** button takes you to the details of that form. Clicking the **Map** icon takes you to a map of where the form was submitted. Clicking the arrow buttons at the top of the columns reorders the data on the page.

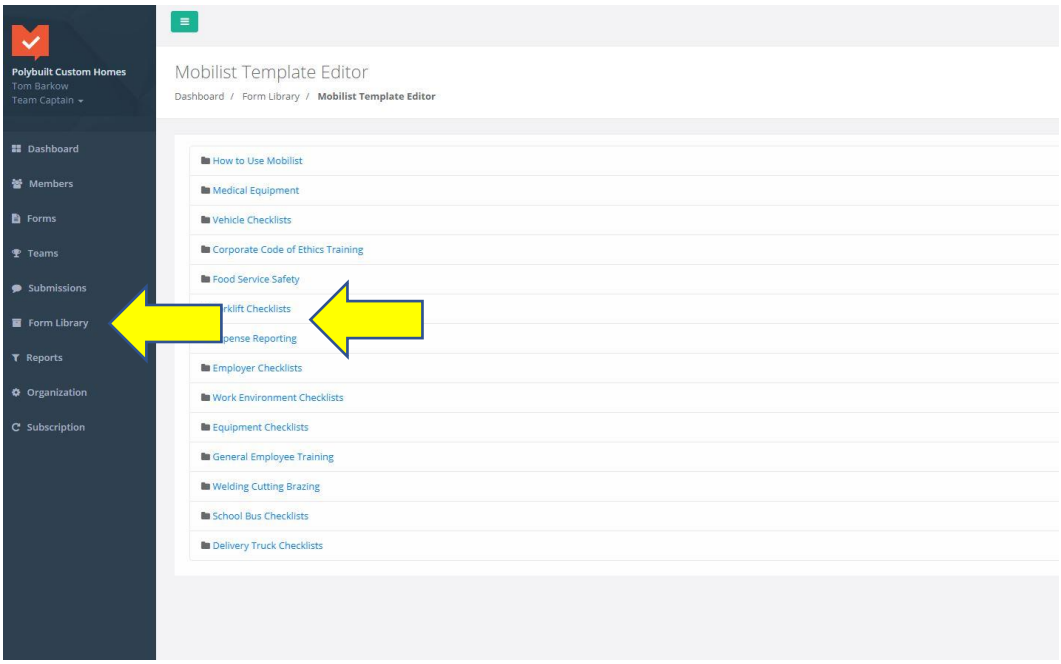


Clicking the Details button shows the questions and answers from any saved form.

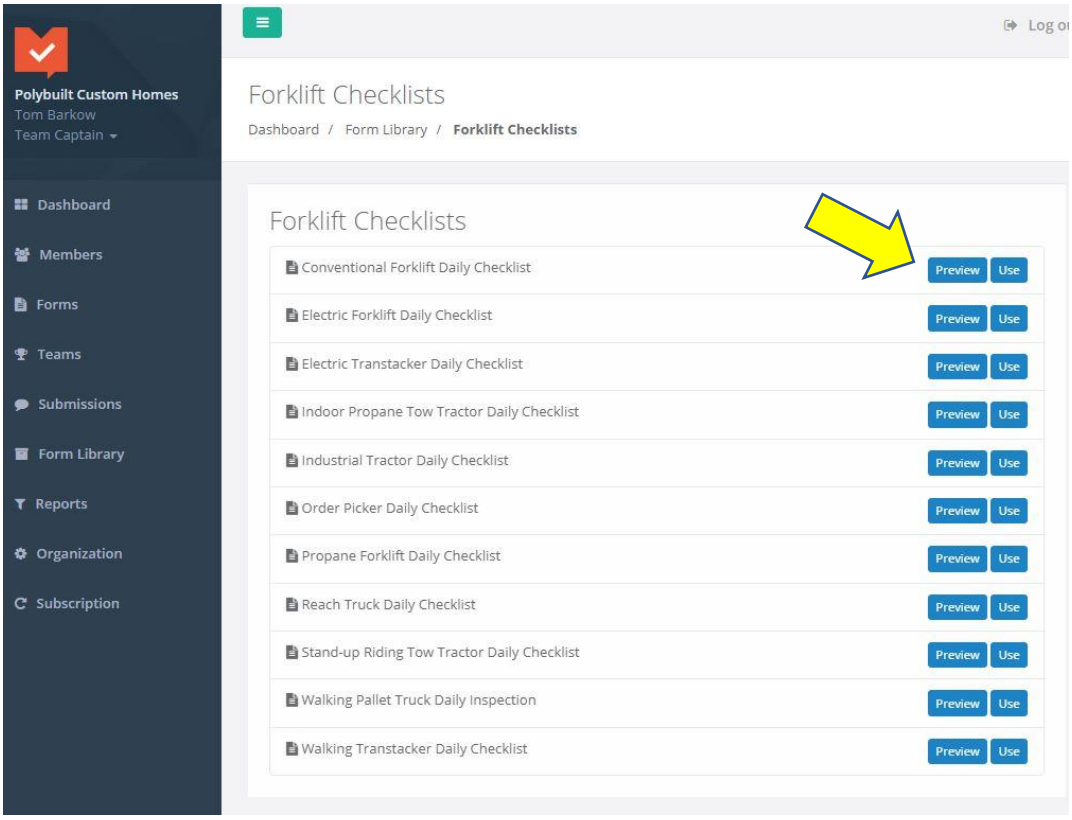


Form Library

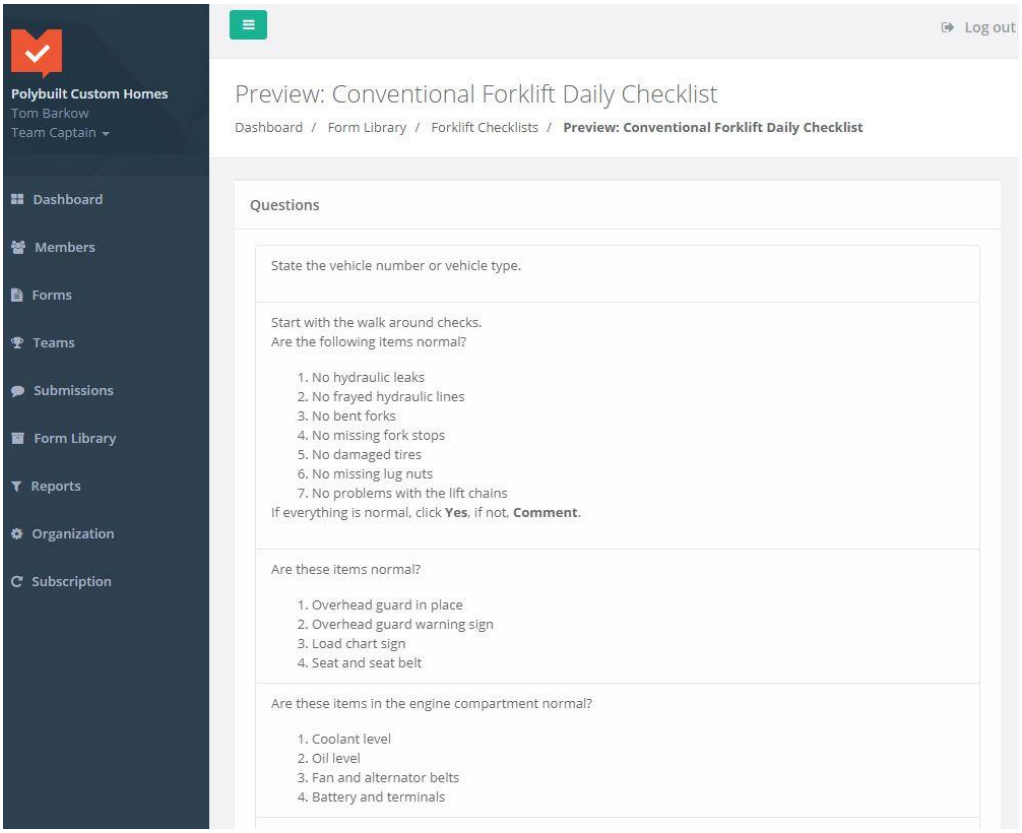
If you want to copy a form from the form library, start by clicking the form Library button on the dashboard. This will bring up a list of folders. Click on the folder of your choice.



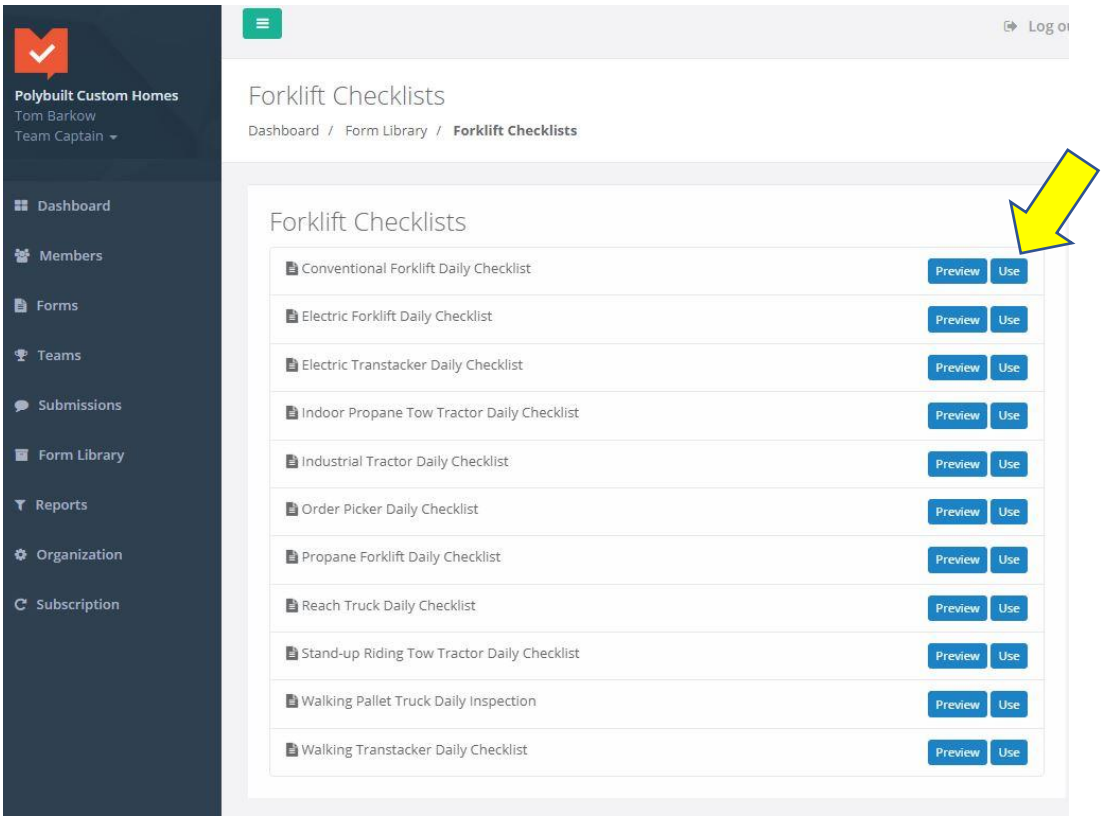
Clicking the folder brings up the forms in that folder. Notice that at the right are buttons to preview the form or Use it.



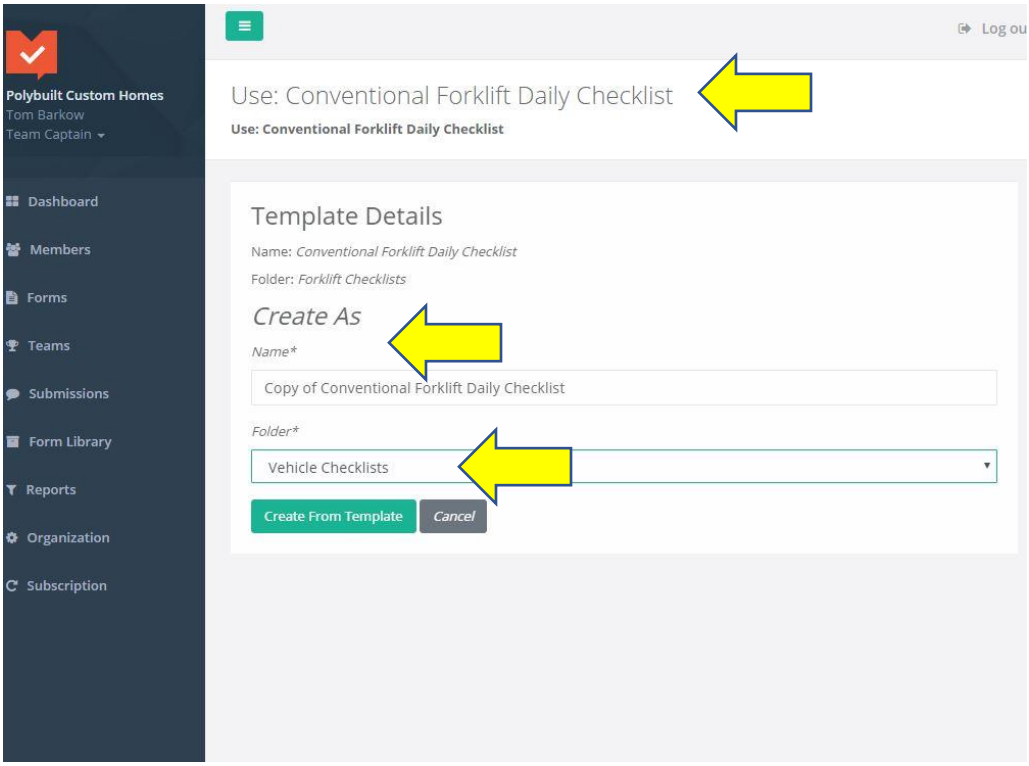
Clicking the **Preview** button brings up the form in preview mode.



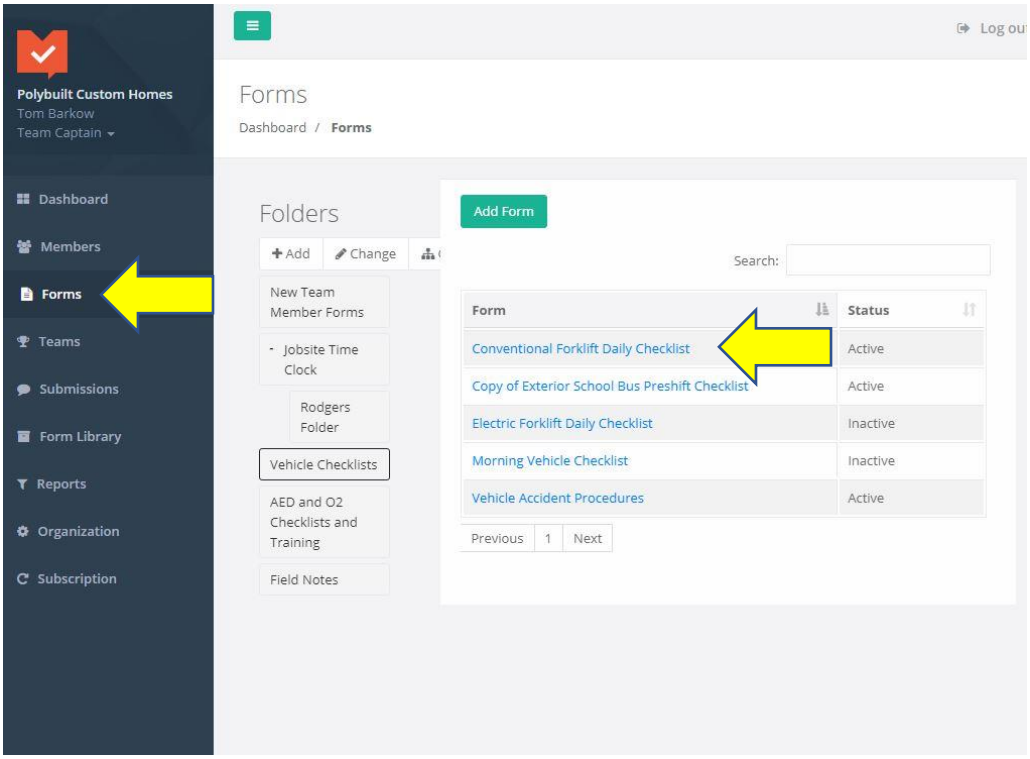
If this appears to be what you need, go back to the previous page and click the **Use** button.



A Use page appears. Select the folder to copy it to. In this case there is only the default folder, so that is selected. Under the *Create As Name*, rename the template. Then, from a pull-down list, specify the folder to place it.



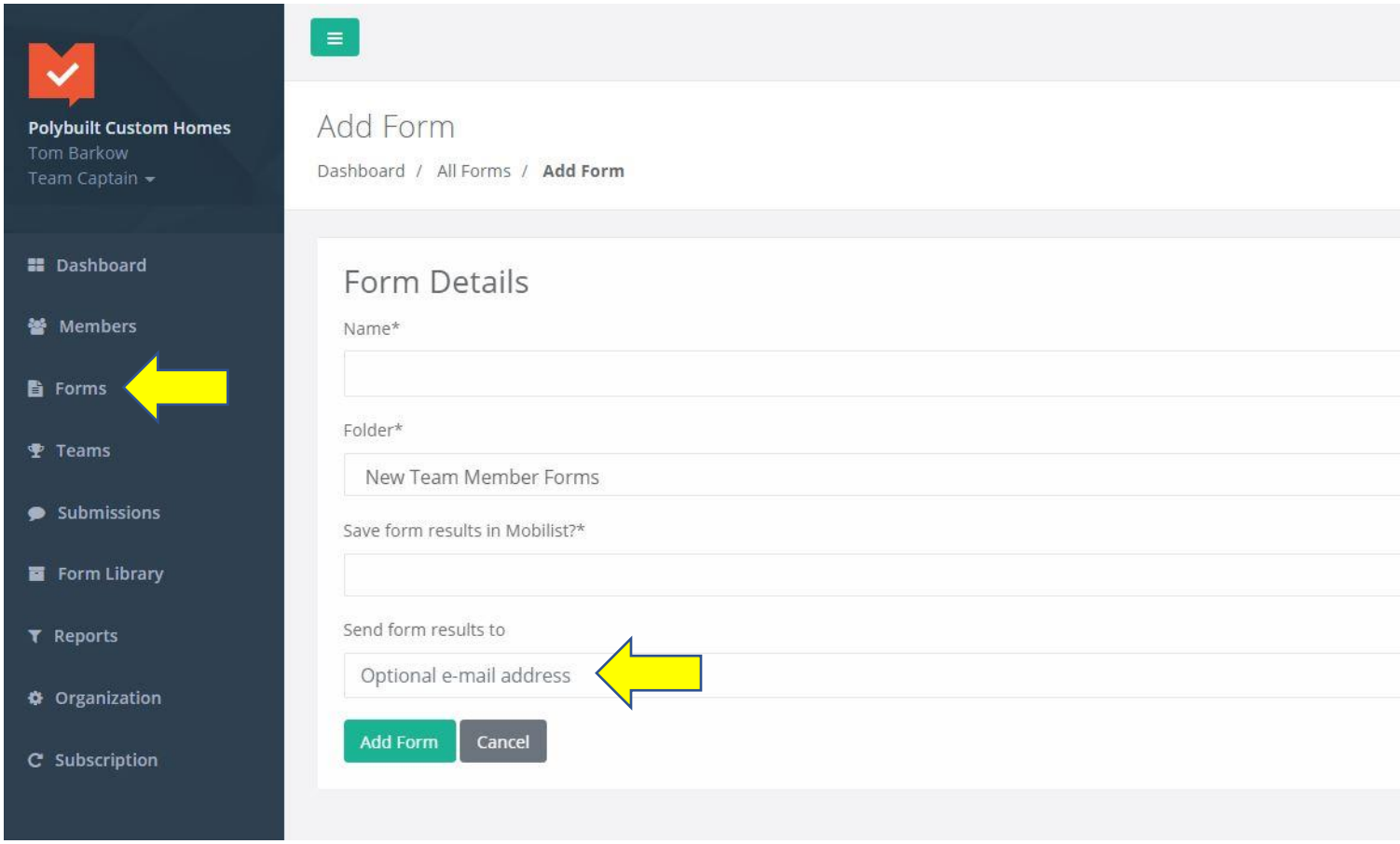
Back on your account Forms area, you will see a copy of form.



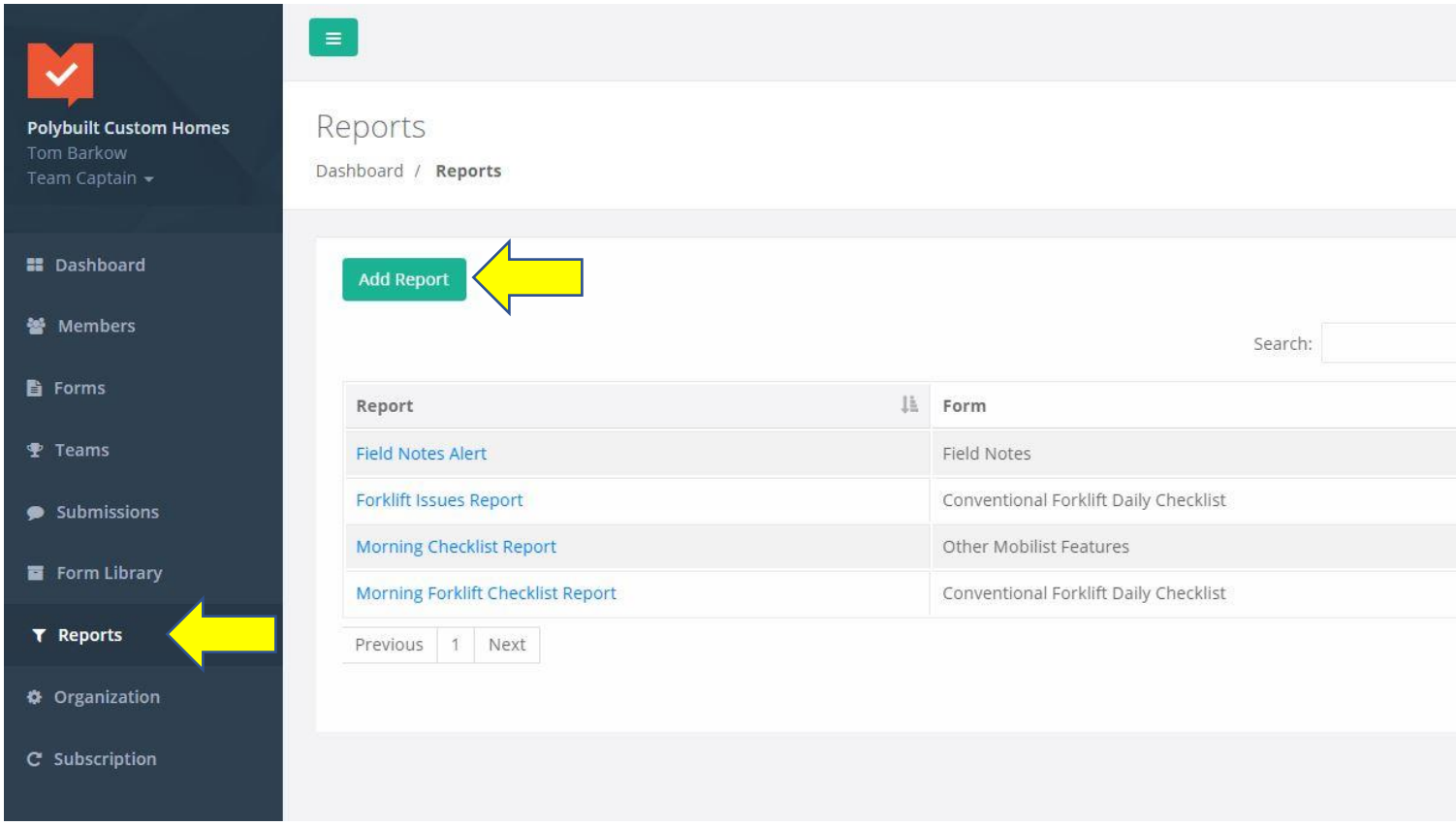
Click on the form name. You can add or delete pages, and reorder pages, and change any text to fit your requirements.

Reports

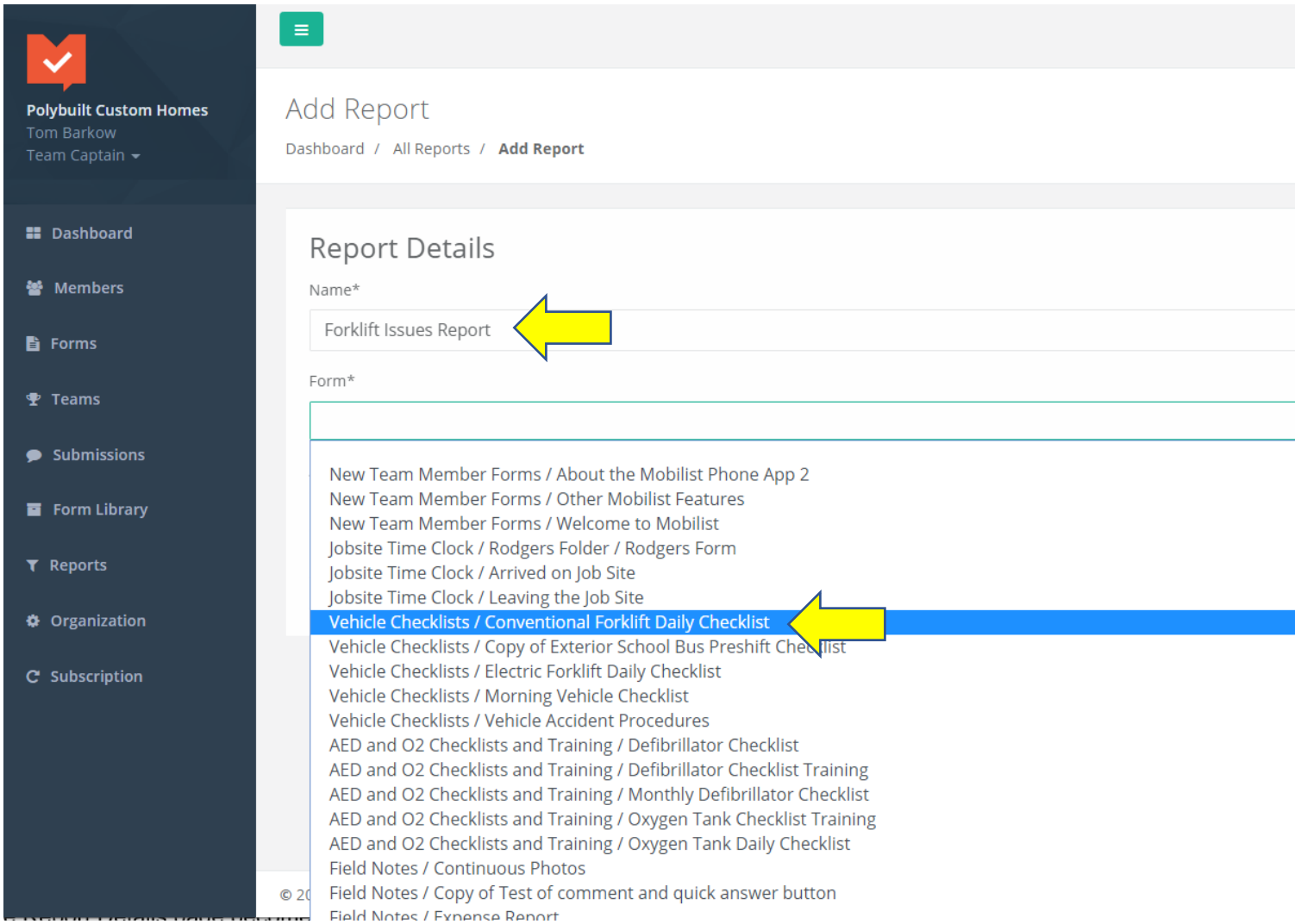
Reports can be produced in several ways.
One way is during the creation of a form. When creating a form from the Add Form page, fill in an email address of a responder in the Send Form Results To box. Each time this form is submitted to your account, the same form will be emailed to that address**.**



Another way is through the Reports area on the dashboard. Once set up, reports are automatically produced every time a form is submitted and the criteria you selected is satisfied. Click the Add Reports button.



The Report Details page becomes available. Add the name of the report.
Then, from a pull-down list, select the form which supplies information to the report. The report will now access only information from those submittals with that form title. Click the Add Report Button at the bottom of the page



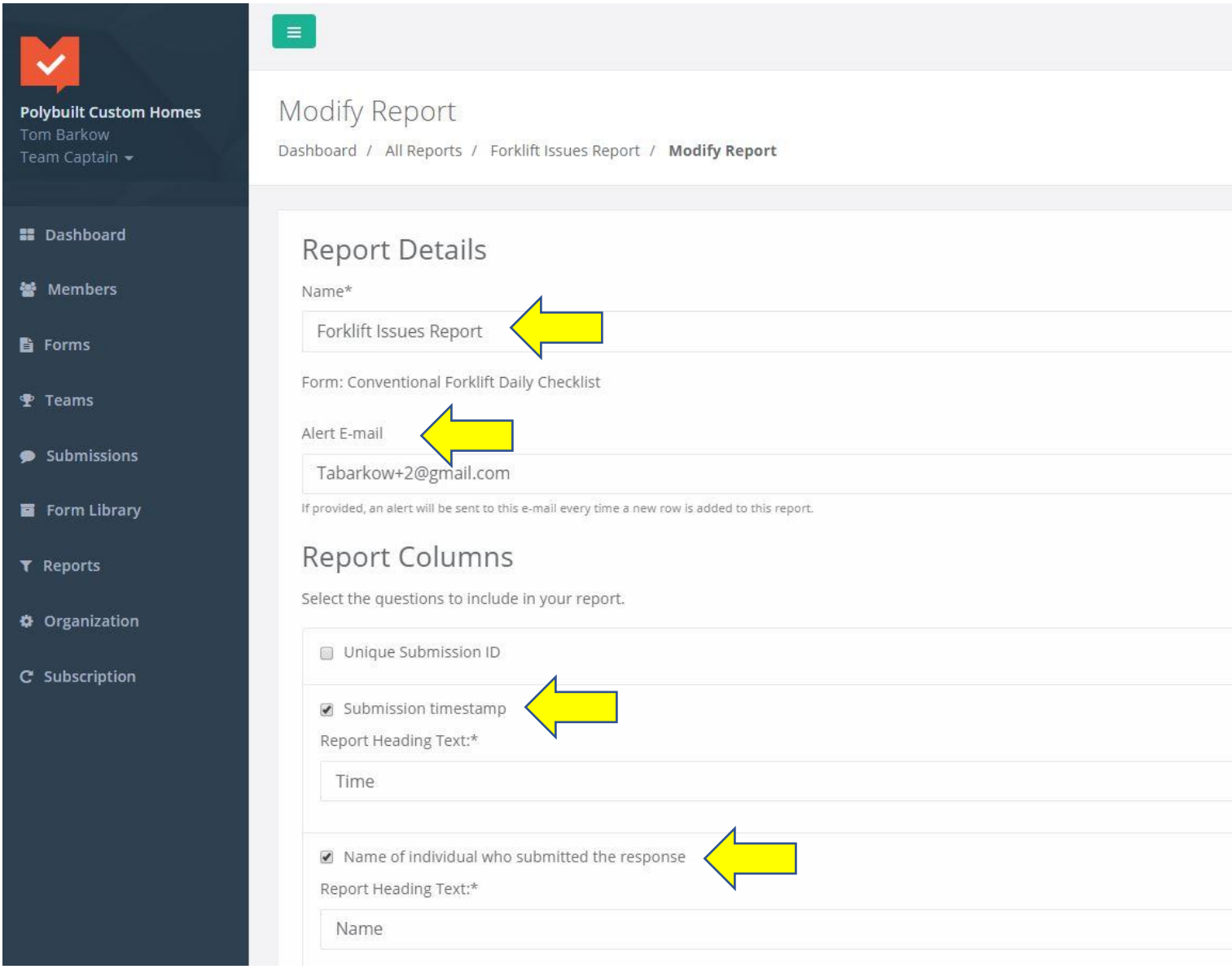
The Modify Report page becomes available.

The Modify Report page includes Report Details, Report Columns, and Report Filters.

An optional email alert on this page allows this report to be sent to a responder whenever the report is generated. This is called an Alert Report.

The name you choose for the report should identify the purpose of the report.

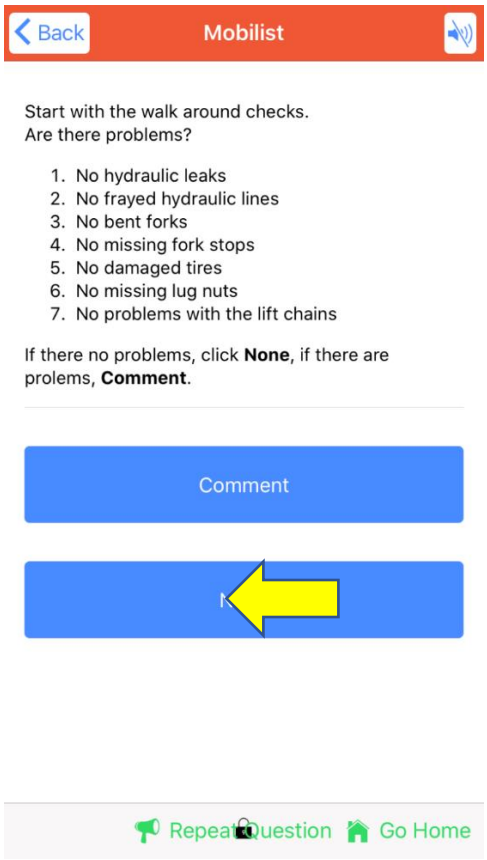
In the Report Columns area, click the checkbox for all questions you want in your report. When checked, a Report Heading Text box appears below the box to allow you to type the name of the column. This name will appear as a column header on your report. In this example, the Submission timestamp column is named Time, the individual who submitted the response is called Name, and the vehicle number or type is named Vehicle Number.


Polybuilt Custom Homes
Tom Barkow
Team Captain
Dashboard
Members
Forms
Teams
Submissions
Form Library
Reports
Organization
Subscription
Modify Report
Dashboard / All Reports / Forklift Issues Report / Modify Report
Report Details
Name*
Forklift Issues Report
Form: Conventional Forklift Daily Checklist
Alert E-mail
Tabarkow+2@gmail.com
If provided, an alert will be sent to this e-mail every time a new row is added to this report.
Report Columns
Select the questions to include in your report.
Unique Submission ID
Submission timestamp
Report Heading Text:*
Time
Name of individual who submitted the response
Report Heading Text:*
Name

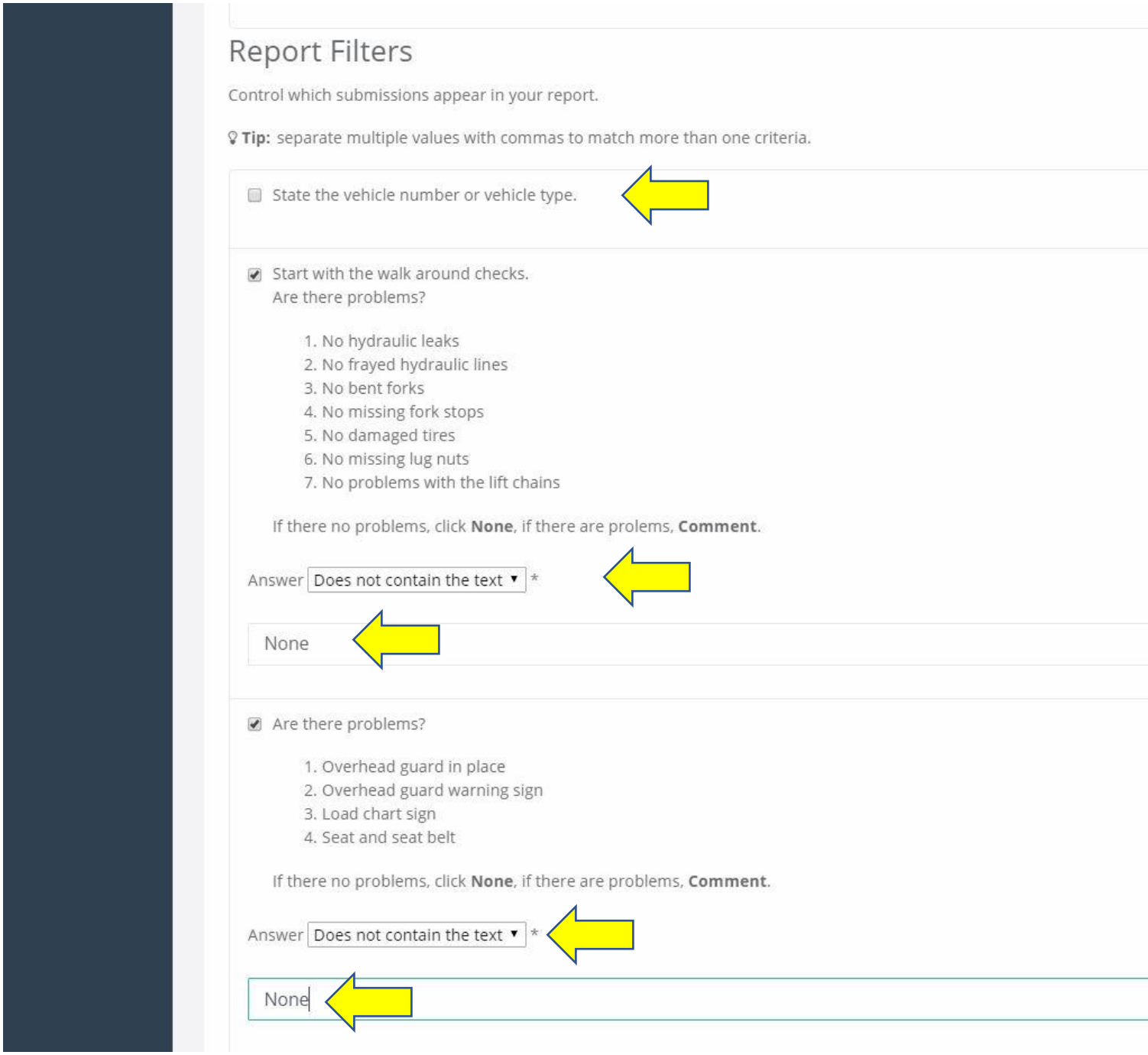
Once all the Report Columns have been specified and named, the Report Filters allow for filtering the data in your selected columns.

If filtering is needed for any of the Report Columns, it will be done in the Report Filters area. Note that the first line shows the form question State the Vehicle number. Since the checkbox is not checked, no filtering will be done on this line and any vehicle number can show in the report. The next line shows the form question which asks if the walk around checks are normal. Since this form question uses a Quick Answer Button for the None response to everything being normal, the filter needs to remove all responses with None as an answer.

Here is the phone app question. Notice that clicking the **None** button means everything on this page is normal. If there is something not normal, a comment identifies the problem.

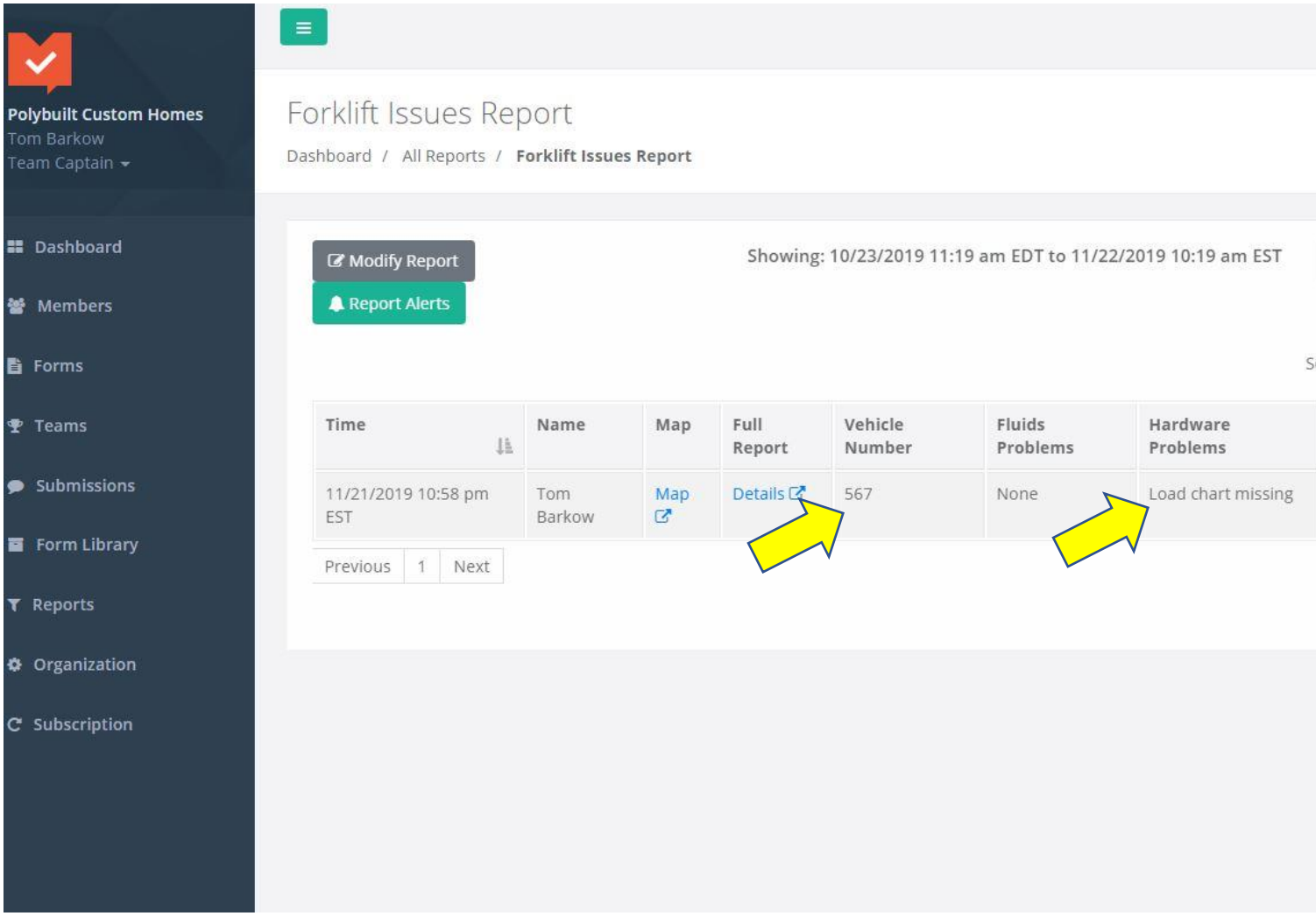


What is left will be comments which indicate a problem. With that in mind, the Does not contain the text criteria is used, and the text which will not be used is the word None. Note that the Quick Answer Button for the None response was used when the form was created to ensure that all None answers are not misspelled by the voice to text feature. From the Answer line, a pull down is four possible filters is supplied. These are: Contains the text, Does not contain the text, Is exactly, and Is not exactly. In this case, choose the filter, Does not contain the text. Then fill in the line for the text it does not contain, which is None. In this way, only comments provided during the checklist will be included in this report.



After all the filters have been set, go to the bottom of the page and click the Save Changes button.

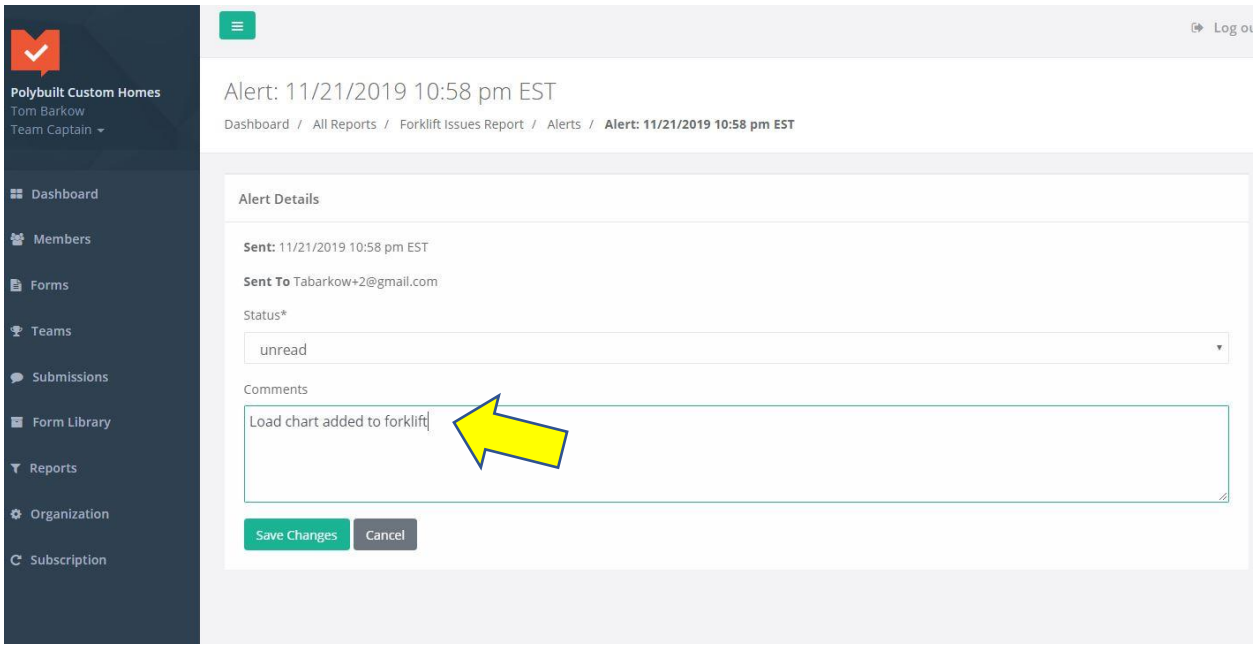
Now go to the report and notice that each column header is what you specified.



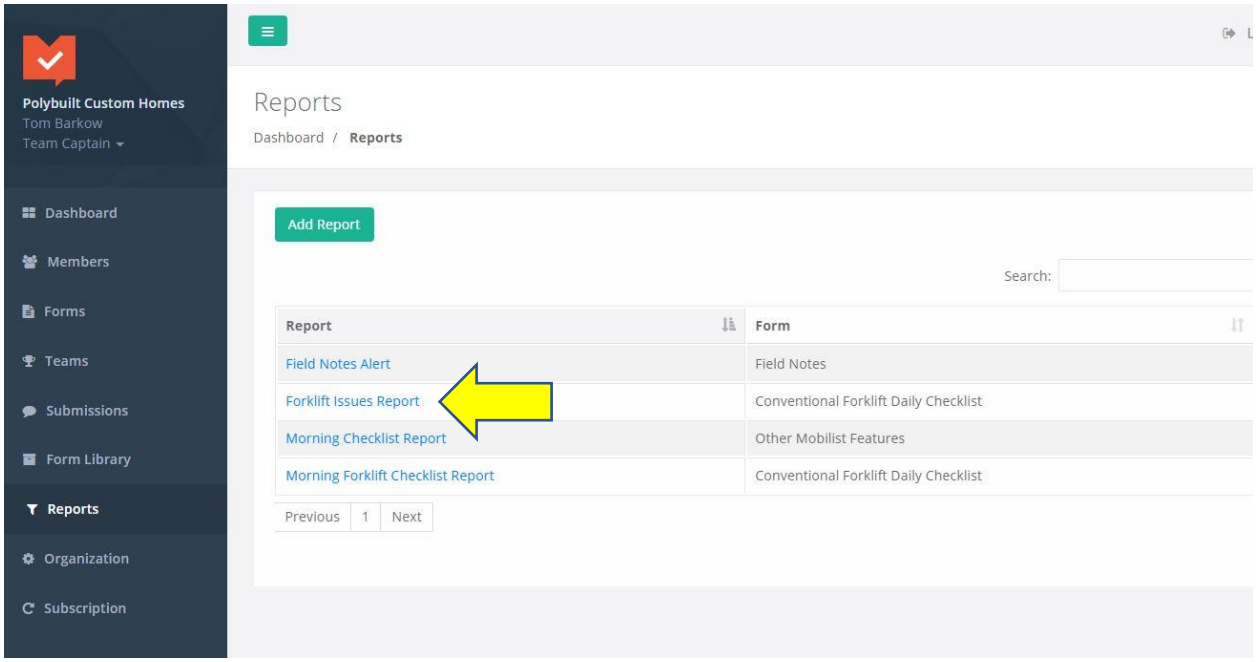
This report now shows problems with vehicle 567 having a missing load chart.

This report was designated to be sent to and alert responder. Every time this report has a new entry from a submission indication a problem, a new email is sent to the responder View Alert link.

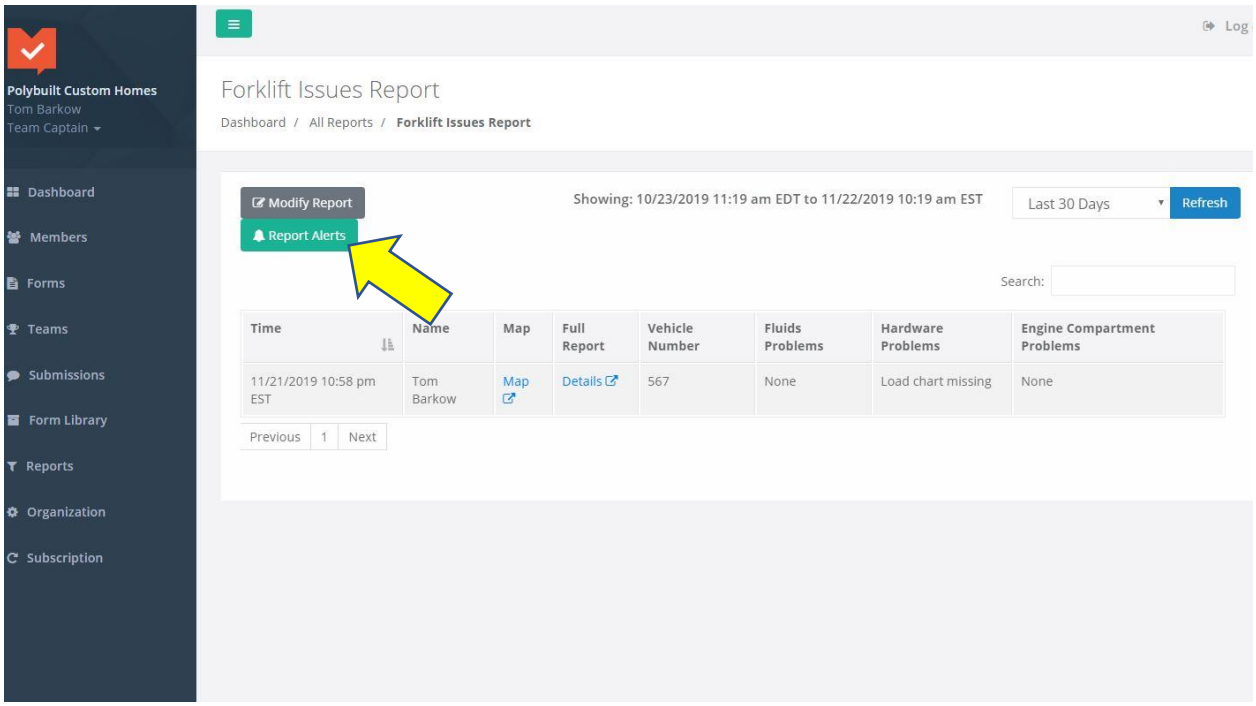
Clicking the link in the email takes the responder to an Alert page where the resolution to the problem can be typed in the Comments box.



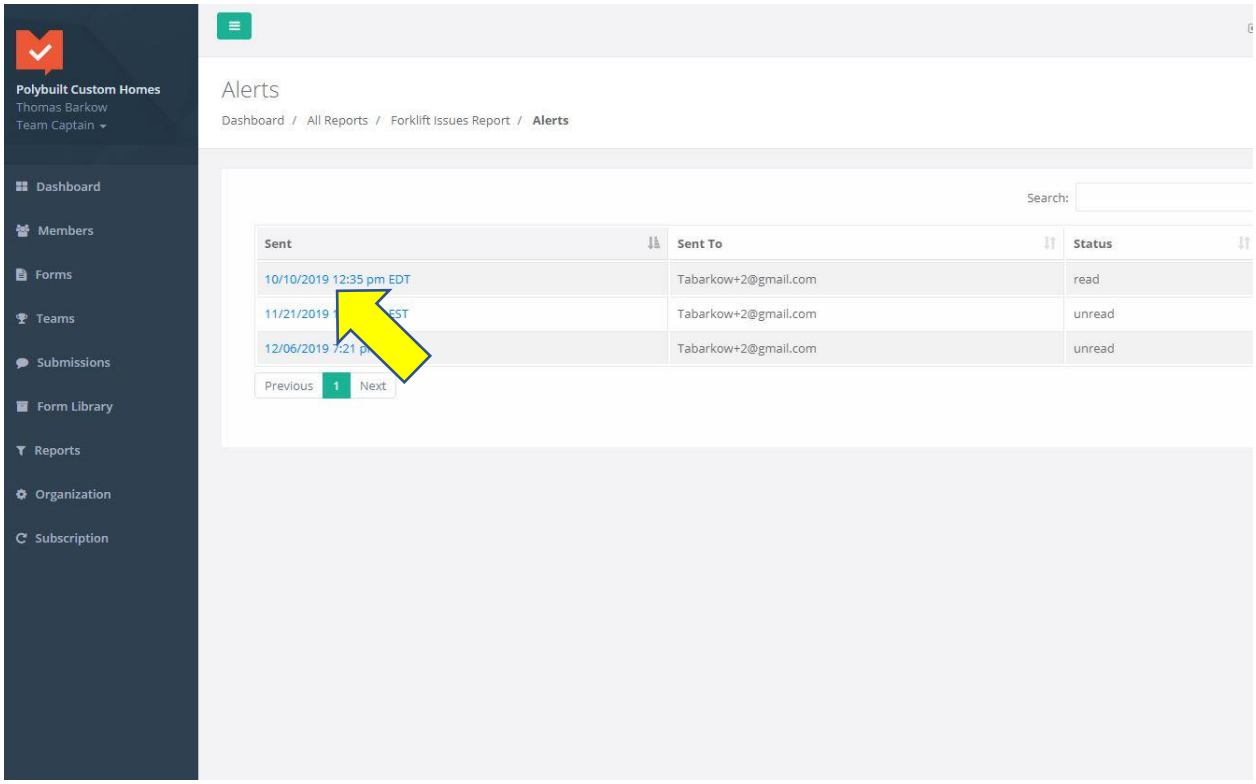
As Administrator, to see the responder comments, click the Reports button on the left, the Reports page becomes available. Click the Report you want to view.



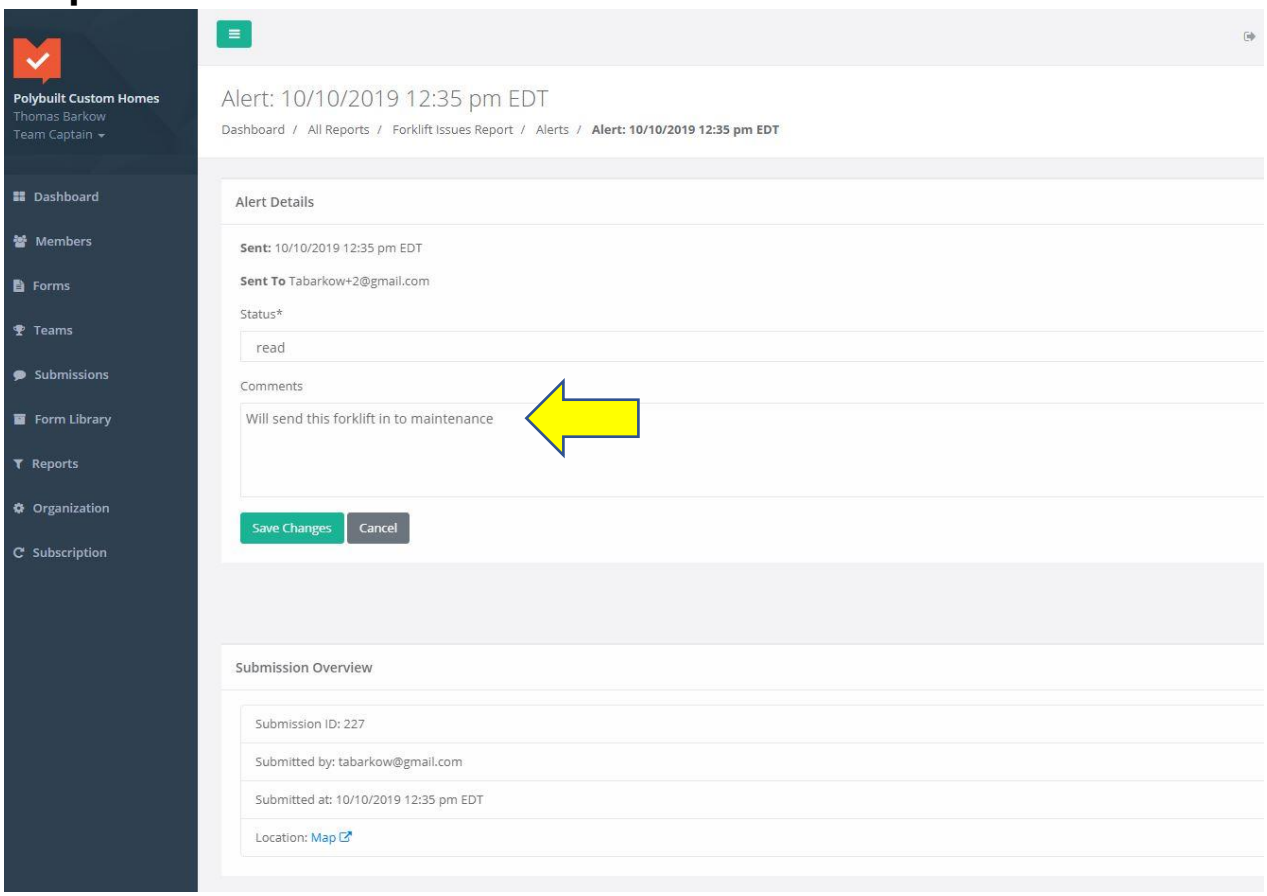
Click the **Report Alerts** button.



From the Alerts page, click on the date in the Sent line.



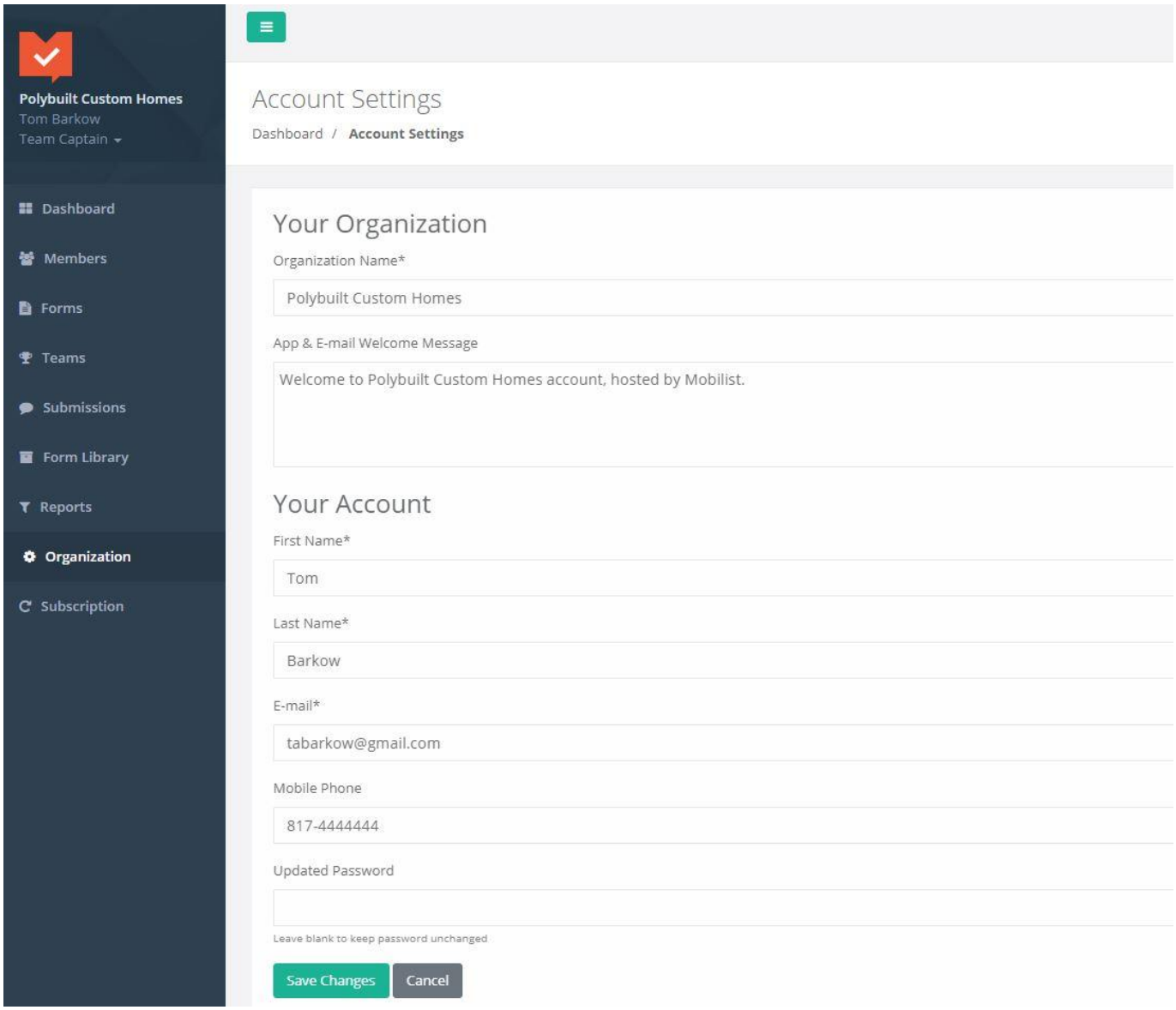
This will show the specific Alert page and the comments made by **the responder.**



Notice that since all the submissions are stored on your account you can always go back and modify a report or create a new report to give you just the information you require.

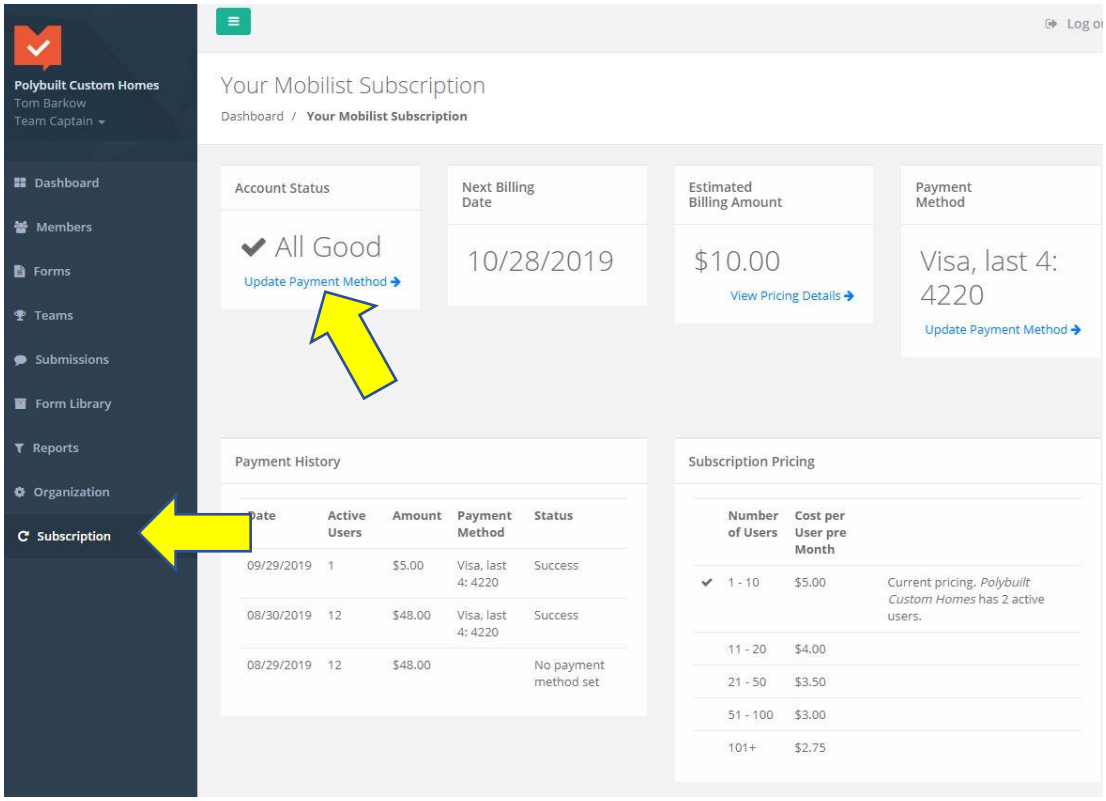
Organization

From your dashboard menu click the Organization button and the following page will appear. You can change any of the setting including a message which will appear on the phone app to verify to users that the forms are coming from you.

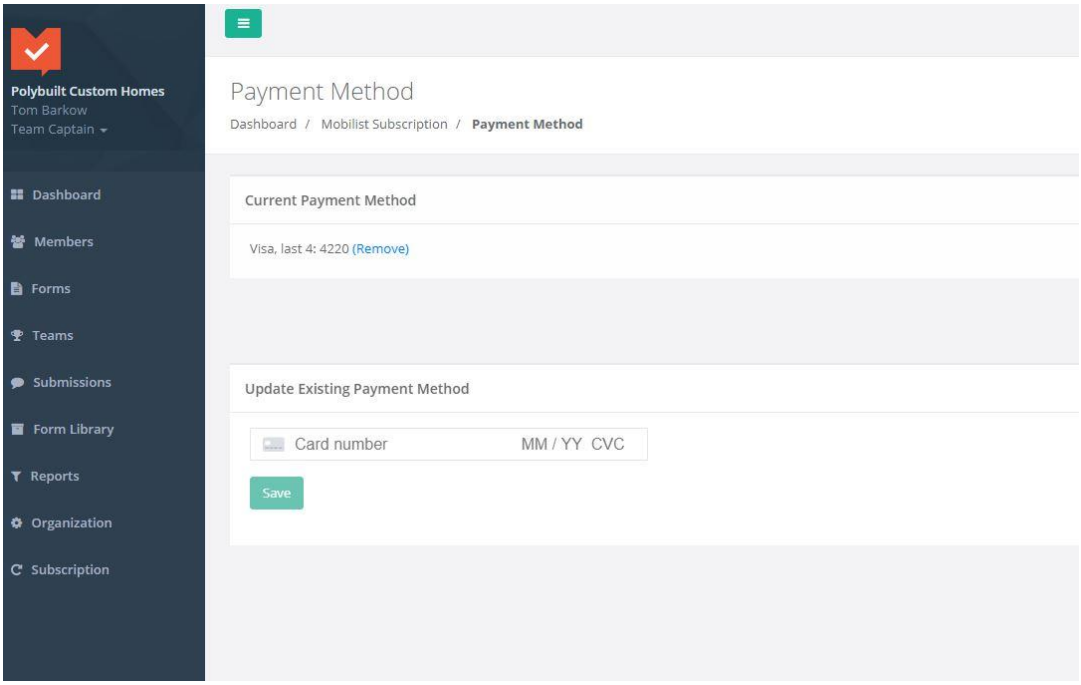


Subscription

To view details of your subscription, click the Subscription button on the dashboard. From this view you can see the Next billing date, the estimated billing amount, your payment method, your payment history, and pricing structure. If you need to change your Payment method, click that window and the following will allow you to update information.



Mobilist does not store your credit card number. All payment transactions are handled through Stripe.com, a trusted online payment provider.



Privacy Policy

This privacy notice discloses the privacy practices for Mobilist.app (the website) and Mobilist Team Member App (the mobile app), hereafter known as Mobilist Services. This privacy notice applies solely to information collected by this website and app.

Information Collection, Use, and Sharing

Ocean Learning, Inc. is the parent company of Mobilist Services and is the sole owner of the information collected on the website. We only have access to information that you voluntarily give us via the website and app. We will not sell, rent, or share this information with anyone unless specified by you.

In order to use the website, a subscriber (Administrator) must first complete the sign in form, giving name, email address, and phone number.

- Mobilist Services works by allowing the Administrator to create custom forms on the website. The Administrator also creates Team Members who are allowed to use these forms on their app. When a Team Member completes a form on the app, it is archived on the website. Only the Administrator has access to this archive data. The Administrator may allow a copy of a form to be automatically transmitted to another party, for example if a Team Member found a maintenance problem, that form can be emailed to a maintenance supervisor as well as archived on the website. The Administrator also has access to all the forms on his phone to verify the accuracy of the form as run by the app. All archived data is always available to the Administrator.

No data on the website will be shared with any third party, other than as specified by the Administrator.

Your Access to and Control Over Information

You may opt out of any future contacts from us at any time. You can do the following at any time by contacting us via the email address our website:

Change/correct any data we have about you.

Have us delete any data we have about you.

Express any concern you have about our use of your data.

Security

We take precautions to protect your information. When you submit sensitive information via the website, your information is protected both online and offline.

Wherever we collect sensitive information, that information is encrypted and transmitted to us in a secure way. You can verify this by looking for a lock icon in the address bar and looking for "https" at the beginning of the address of the Web page.

Credit card information is handled by www.stripe.com, a trusted external service. No credit card information is stored on the website.

While we use encryption to protect sensitive information transmitted online, we also protect your information offline. Only employees who need the information to perform a specific job (for example, billing or customer service) are granted access to personally identifiable information. The servers on which we store private information are kept in a secure environment.

If you feel that we are not abiding by this privacy policy, you should contact us immediately via email.

Also see our Terms and Conditions.

Terms and Conditions

Ocean Learning, Inc., owner of Mobilist.app (the website) and Mobilist Team Member App (the mobile app), collectively known as Mobilist Services, provides Mobilist Services to you subject to these Terms of Use ("Terms"), which may be updated by us from time to time pursuant to Section 1 herein. By accessing and using Mobilist Services, you accept and agree to be bound by these Terms, Mobilist Service's Privacy Policy and Mobilist Services Cookie Policy. If you do not agree to these Terms, you should not access or use Mobilist Services. In addition, when accessing Mobilist Services, you will be subject to any posted guidelines or rules applicable to Mobilist Services, which may be posted and modified from time to time. All such guidelines or rules are hereby incorporated by reference into these Terms.

1. Changes to Terms. These Terms, or any part thereof, may be modified by us, including the addition or removal of terms at any time, and such modifications, additions or deletions will be effective immediately upon posting. Your use of the Mobilist Services after such posting shall be deemed to constitute acceptance by you of such modifications, additions or deletions.

2. Changes to Website and Mobile App. We may change or discontinue any aspect, service or feature of the Website and or Mobile App at any time, including, but not limited to, content, availability, and equipment needed for access or use.

3. Registration. Your use of Mobilist Services requires supplying certain "User" information. Mobilist Services use of the information you provide in accordance the Privacy Policy. By registering you represent and warrant that all information that you provide is current, complete and accurate to the best of your knowledge. You agree to maintain and promptly update your information on Mobilist Services so that it remains current, complete and accurate. You are responsible for obtaining and maintaining all connectivity, computer software, hardware and other equipment needed for access to and use of the Website and Mobile App and all charges related to the same.

4. User Content Guidelines. The following terms apply to content submitted by you:

4.1 Mobilist Services contains forms, procedures, reports, notes, and other interactive features ("Interactive Areas") in which you may post or upload user-generated content, comments, video, photos, messages, other materials or items (collectively, "User Content"). You are solely responsible for your use of any Interactive Areas and you use them at your own risk. Interactive Areas are available for individuals aged 13 years or older. By submitting User Content to an Interactive Area, you represent that you are 13 years of age or older and, if you are under the age of 18, you either are an emancipated minor or have obtained the legal consent of your parent or legal guardian to enter into these Terms, submit content, and participate on Mobilist Services.

4.2 By submitting any User Content or participating in an Interactive Area within or in connection with Mobilist Services, you agree that you will not upload, post or otherwise transmit any User Content that (a) violates or infringes in any way upon the rights of others, including any statements which may defame, harass, stalk or threaten others; (b) you know to be false, misleading or inaccurate; (c) contains blatant expressions of bigotry, racism, racially or ethnically offensive

content, hate speech, abusiveness, vulgarity or profanity; (d) contains or advocates pornography or sexually explicit content, pedophilia, incest, bestiality, or that is otherwise obscene or lewd; (e) violates any law or advocates or provides instruction on dangerous, illegal, or predatory acts, or discusses illegal activities with the intent to commit them; (f) advocates violent behavior; (g) poses a reasonable threat to personal or public safety; (h) contains violent images of killing or physical abuse that appear to have been captured solely, or principally, for exploitative, prurient, or gratuitous purposes; (i) is protected by copyright, trademark, trade secret, right of publicity or other proprietary right without the express permission of the owner of such copyright, trademark, trade secret, right of publicity or other proprietary right. The burden of determining that any User Content is not protected by copyright, trademark, trade secret, right of publicity or other proprietary right rests with you. You shall be solely liable for any damage resulting from any infringement of copyrights, trademarks, trade secrets, rights of publicity or other proprietary rights or any other harm resulting from such a submission. Any person determined by Mobilist Services, in its sole discretion, to have violated the intellectual property or other rights of others shall be barred from submitting or posting any further material on Mobilist Services; (j) does not generally pertain to the designated topic or theme of any Interactive Area; (k) contains any unsolicited or unauthorized advertising or promotional materials with respect to products or services, “junk mail”, “spam”, “chain letters”, “pyramid schemes”, or any other form of solicitation; or (l) uses the name or likeness of an identifiable natural person without such person’s consent. The burden of determining that any User Content is not protected by copyright, trademark, trade secret, right of publicity or other proprietary right rests with you. You shall be solely liable for any damage resulting from any infringement of copyrights, trademarks, trade secrets, rights of publicity or other proprietary rights or any other harm resulting from such a submission. Any person determined by Mobilist Services, in its sole discretion, to have violated the intellectual property or other rights of others shall be barred from submitting or posting any further material on Mobilist Services.

4.3 You agree not to represent or suggest, directly or indirectly, Mobilist Service’s endorsement of User Content.

4.4 You agree not to upload, post or otherwise transmit any User Content, software or other materials which contain a virus or other harmful or disruptive component.

4.5 You agree not to use any service, technology or automated system to access Mobilist Services. You also agree not to direct any third party to use these services, technologies or automated systems on your behalf.

4.6 You agree not to use any technology, service or automated system to post more User Content than an individual could upload in a given period of time. You also agree not to direct any third party to use these services, technologies or automated systems on your behalf.

4.7 Any conduct that Mobilist Services, in our sole discretion, believe restricts or inhibits anyone else from using or enjoying Mobilist Services will not be permitted. We reserve the right, in our sole discretion, to remove or edit User Content submitted by you.

4.8 We are not responsible for the accuracy or credibility of any User Content, and do not take any responsibility or assume any liability for any actions you may take as a result of reading User Content posted on the Website or Mobile App. Through your use of Interactive Areas, you may

be exposed to content that you may find offensive, objectionable, harmful, inaccurate or deceptive. By using Interactive Areas, you assume all associated risks.

4.9 We have the right, but not the obligation, to monitor User Content posted or uploaded to Mobilist Services to determine compliance with these Terms and any operating rules established by us and to satisfy any law, regulation or authorized government request. Although we have no obligation to monitor, screen, edit or remove any of the User Content posted or uploaded to Mobilist Services, we reserve the right, and have absolute discretion, to screen, edit, refuse to post or remove without notice any User Content posted or uploaded to Mobilist Services at any time and for any reason. The decision by Mobilist Services to monitor and/or modify User Content does not constitute nor shall it be deemed to constitute any responsibility or liability in any manner on our part in connection with or arising from your use of Interactive Areas.

4.10 By submitting User Content to the Website or Mobile App, you automatically grant us a royalty-free, perpetual, irrevocable, non-exclusive, worldwide right and license to use, publish, reproduce, modify, adapt, edit, translate, create derivative works from, incorporate into other works, distribute, sublicense (through multiple tiers) and otherwise exploit such User Content (in whole or in part) in any form, media or technology now known or hereafter developed, without payment to you or to any third parties. Additionally, to the fullest extent permitted under applicable law, you waive your moral rights in the User Content and agree not to assert such rights against us. You represent and warrant to us that you have the full legal right, power and authority to grant to us the license provided for herein, that you own or control the complete exhibition and other rights to the User Content you submitted for the purposes contemplated in this license and that neither the User Content nor the exercise of the rights granted herein shall violate these Terms, or infringe upon any rights, including the right of privacy or right of publicity, or constitute a libel or slander against, or violate any common law or any other right of, or cause injury to, any person or entity. You further grant to us the right, but not the obligation, to pursue at law any person or entity that violates your or our rights in the User Content by a breach of these Terms.

4.11 As part of Mobilist Services, form templates are provided for the sole use of Users to reduce setup time. These forms are general in nature and are not intended for use without the User verifying the applicability to the User's needs. Tools are available on the Website to copy these form templates to a User's account and then modify them to fit the User's exact needs.

5. User Conduct Guidelines. The following terms apply to your conduct when accessing or using the Websites: (a) you agree not to interfere with or disrupt Mobilist Services or the servers or networks connected to Mobilist Services, or disobey any requirements, procedures, policies or regulations of networks connected to Mobilist Services; (b) you agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purpose, any portion of Mobilist Services, other than that mention in section 4.11; (c) you agree not to engage in any activity that would constitute a criminal offense or give rise to a civil liability; (d) you agree not to impersonate any person or entity, including, but not limited to Mobilist Services employee, or falsely state or otherwise misrepresent your affiliation with any person or entity; and (e) you agree not to interfere with any other user's right to privacy, including by harvesting or collecting personally-identifiable information about users of Mobilist Services or posting private information about a third party.

6. Intellectual Property Rights. All text, graphics, photographs, trademarks, logos, icons, user interfaces, sounds, music, videos, artwork, software and computer code (collectively, "Content"),

including but not limited to the “look and feel”, layout, design, structure, color scheme, selection, combination and arrangement of the Content present on Mobilist Services is owned by Ocean Learning. Such Content is protected by copyright, trademark, trade dress and various other intellectual property and unfair competition laws.

Except with our express prior written permission or as permitted by applicable laws, you may not copy, distribute, reproduce, mirror, frame, publicly display, publicly perform, translate, create derivative works of, re-publish or transmit Mobilist Services or Content (in whole or in part) in any way or through any medium for distribution, publication or any commercial purpose.

You may display, copy and download Content from Mobilist Services provided that: (a) you do not remove any copyright or proprietary notice from the Content; (b) such Content will not be copied or posted on any networked computer or published in any medium; and (c) no modifications are made to such Content.

7. Age Restrictions and Limitations. To the extent prohibited by applicable law, we do not allow use of our Mobilist Services by anyone younger than 16 years old. Mobilist Services does not knowingly collect personal data from minors or allow them to register. If it comes to our attention that a Customer has collected personal data from a minor, we may delete this information without notice. If you have reason to believe that this has occurred, please contact us.

8. Suspend Payment. To suspend automatic monthly payment of your account, from your dashboard, go to Subscription, Account Status, Current Payment Method, then click the Remove button. This will remove your payment method. Your account will remain active until the next billing cycle when it will become inactive. Inactive means that all Mobilist Team Member Apps associated with your account will become inactive and not receive forms from your account. You can reactivate your account any time. No past data will have been deleted from your account.

9. Delete All Account Data and Cancel Account. To cancel your account and delete all data, please contact us at info@mobilist.app. To the extent permitted by law, we will permanently delete your data if you request to when cancelling your account.

10. Data that Mobilist Services Stores.

Organization Account Settings. Our services provide screens to control account preferences and personal profile information.

Form Data. We store your form data and form configuration settings on your account. Form submissions may be made directly to an email of your choice if not stored on your account. Mobilist Services is not responsible for the content of the forms you create or the data your forms collect.

Usage Data. We collect usage data about you and your users whenever you interact with Mobilist Services. This may include webpages you visit, what you click on, when you performed those actions. Additionally, like most applications today, our servers keep log files that record data each time a device accesses those servers. The log files contain data about the nature of each access, including originating IP addresses.

Device Data. We collect data from the device and application you use to access our services, such as your IP address, browser, hardware information, settings and unique identifiers and application crash data.

Location Data. We may infer your geographic location based on your IP address. Mobilist Services may also collect location information from devices in accordance with the consent process provided by your device and applications you are using.

11. Cookie Policy. We employ the use of cookies. By accessing Mobilist Services, you agreed to use cookies in agreement with the Privacy Policy. Most interactive websites use cookies to let them retrieve the User's details for each visit. Cookies are used by our website to enable the functionality of certain areas to make it easier for people visiting our website.

12. Disclaimer of Warranty; Limitation of Liability.

(A) YOU EXPRESSLY AGREE THAT USE OF MOBILIST SERVICES IS AT YOUR SOLE RISK. OCEAN LEARNING, ITS AFFILIATES NOR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, THIRD PARTY CONTENT PROVIDERS, THIRD-PARTY SERVICE PROVIDERS OR LICENSORS DO NOT WARRANT THAT USE OF MOBILIST SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF MOBILIST SERVICES, NOR AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION, SERVICE, OR MERCHANDISE PROVIDED THROUGH MOBILIST SERVICES.

(B) MOBILIST SERVICES IS PROVIDED ON AN “AS IS” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THESE TERMS.

(C) TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, IN NO EVENT SHALL OCEAN LEARNING, OR ITS FUTURE PARENT OR AFFILIATED COMPANIES, BE LIABLE TO YOU FOR ANY PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER AND/OR DEVICE OR TECHNOLOGY FAILURE OR MALFUNCTION OR FOR ANY FORM OF DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES BASED ON ANY CAUSES OF ACTION ARISING OUT OF USE OF THE WEBSITES OR ANY ALLEGED FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, OR DELAY IN SERVICE, OPERATION, OR TRANSMISSION OF THE WEBSITES, OR ANY ALLEGED COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OF PROPERTY, AND/OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF OR POSTING OF ANY RECORD, CONTENT, OR TECHNOLOGY, PERTAINING TO OR ON THE WEBSITES. YOU AGREE THAT THIS LIMITATION OF LIABILITY APPLIES WHETHER SUCH ALLEGATIONS ARE FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR FALL UNDER ANY OTHER CAUSE OF ACTION, REGARDLESS OF THE BASIS UPON WHICH LIABILITY IS CLAIMED AND EVEN IF OCEAN LEARNING OR FUTURE PARENT OR AFFILIATED COMPANIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, YOU ALSO SPECIFICALLY ACKNOWLEDGE THAT OCEAN LEARNING OR FUTURE PARENT OR AFFILIATED COMPANIES ARE NOT LIABLE FOR ANY ACTUAL OR ALLEGED DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF OTHER USERS OF MOBILIST SERVICES OR ANY OTHER THIRD PARTIES.

IF APPLICABLE LAW DOES NOT ALLOW ALL OR ANY PART OF THE ABOVE LIMITATION OF LIABILITY TO APPLY TO YOU, THE LIMITATIONS WILL APPLY TO YOU ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

(D) WE DISCLAIN ANY AND ALL LIABILITY OF ANY KING FOR ANY UNAUTHORIZED ACCESS TO OR USE OF YOUR PERSONALLY IDENTIFIABLE INFORMATION. BY ACCESSING MOBILIST SERVICES, YOU ACKNOWLEDGE AND AGREE TO OUR DISCLAIMER OF ANY SUCH LIABILITY. IF YOU DO NOT AGREE, YOU SHOULD NOT ACCESS OR USE MOBILIST SERVICES.

13. Indemnification. You agree to defend, indemnify and hold harmless Ocean Learning, its affiliates and their respective directors, officers, employees and agents from and against all claims and expenses, including attorneys' fees, arising out of the use of Mobilist Services by you. Ocean Learning reserves the right to take over the exclusive defense of any claim for which we are entitled to indemnification under this section. In such event, you shall provide Ocean Learning with such cooperation as is reasonably requested by Ocean Learning.

14. Termination. We may terminate or suspend these Terms at any time without notice to you. Without limiting the foregoing, we shall have the right to immediately terminate your access to Mobilist Services in the event of any conduct by you which we, in our sole discretion, consider to be unacceptable, or in the event of any breach by you of these Terms. The provisions of Sections 2, and 5-12 shall survive termination of these Terms.

15. Governing Law. The content, data, video, and all other material and features on Mobilist Services are presented for the purpose of providing information and/or services that are or may become available in the United States, its territories, possessions, and protectorates.

Any and all disputes, claims and controversies arising out of or in connection with your access to, and/or use of Mobilist Services, and/or the provision of content, services, and/or technology on or through Mobilist Services shall be governed by and construed exclusively in accordance with the laws and decisions of the State of Texas applicable to contracts made, entered into and performed entirely therein, without giving effect to its conflict of law's provisions.

16. Copyrights and Copyright Agent. We respect others' intellectual property rights and expect our Users and customers to do the same. If you believe that your work has been copied on Mobilist Services in a way that constitutes copyright infringement, please inform Mobilist Services. Mobilist Services reserve the right to terminate access to Mobilist Services for Users or customers who post material that infringes the intellectual property rights of others.

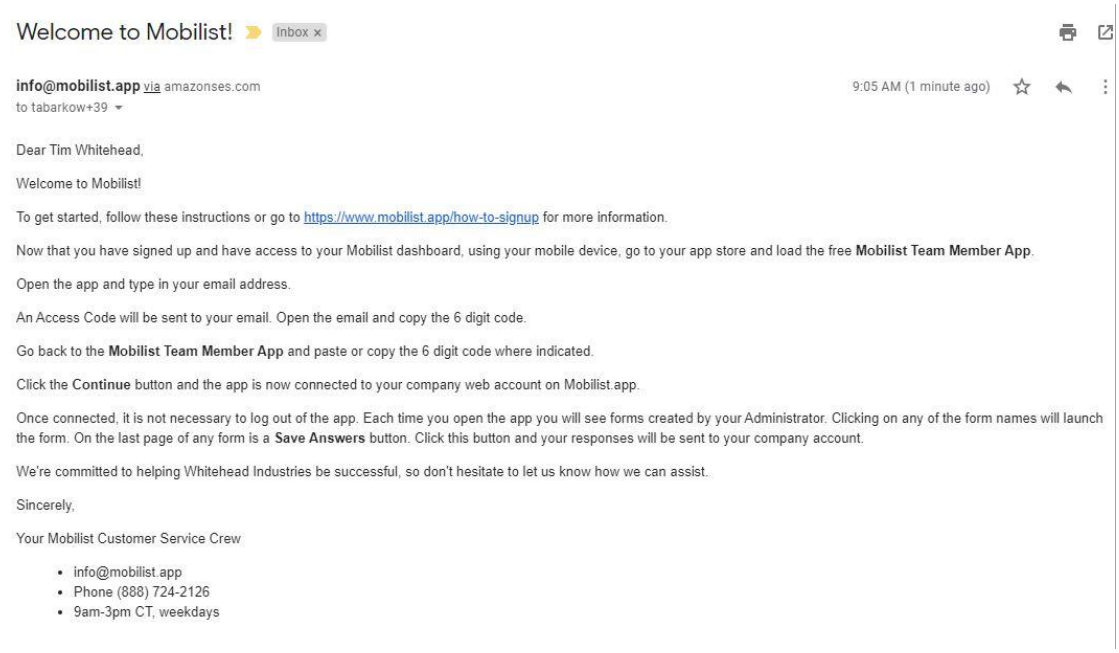
17. Miscellaneous. These Terms and any operating rules for Mobilist Services established by us constitute the entire agreement of the parties with respect to the subject matter hereof and

supersede all previous written or oral agreements between the parties with respect to such subject matter. The provisions of these Terms are for the benefit of Ocean Learning, its affiliates and its third-party content providers and licensors and each shall have the right to assert and enforce such provisions directly or on its own behalf. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. If any part of these Terms is found by a court of competent jurisdiction to be invalid or unenforceable, it will be replaced with language reflecting the original purpose in a valid and enforceable manner. The enforceable sections of these Terms will remain binding upon the parties. The section headings used herein are for convenience only and shall not be given any legal import.

These Terms were last updated on November 1, 2019.

Typical Email Notifications

Email sent to new Administrators.



Welcome to Mobilist! Inbox ×

info@mobilist.app via amazonses.com 9:05 AM (1 minute ago)
to tabarkow+39

Dear Tim Whitehead,

Welcome to Mobilist!

To get started, follow these instructions or go to https://www.mobilist.app/how-to-signup for more information.

Now that you have signed up and have access to your Mobilist dashboard, using your mobile device, go to your app store and load the free **Mobilist Team Member App**.

Open the app and type in your email address.

An Access Code will be sent to your email. Open the email and copy the 6 digit code.

Go back to the **Mobilist Team Member App** and paste or copy the 6 digit code where indicated.

Click the **Continue** button and the app is now connected to your company web account on Mobilist.app.

Once connected, it is not necessary to log out of the app. Each time you open the app you will see forms created by your Administrator. Clicking on any of the form names will launch the form. On the last page of any form is a **Save Answers** button. Click this button and your responses will be sent to your company account.

We're committed to helping Whitehead Industries be successful, so don't hesitate to let us know how we can assist.

Sincerely,

Your Mobilist Customer Service Crew

- info@mobilist.app
- Phone (888) 724-2126
- 9am-3pm CT, weekdays

Email sent to Administrators who request an access code.

Your Mobilist.app app access code Inbox ×

info@mobilist.app via amazonses.com 9:10 AM (0 minutes ago)
to tabarkow+39

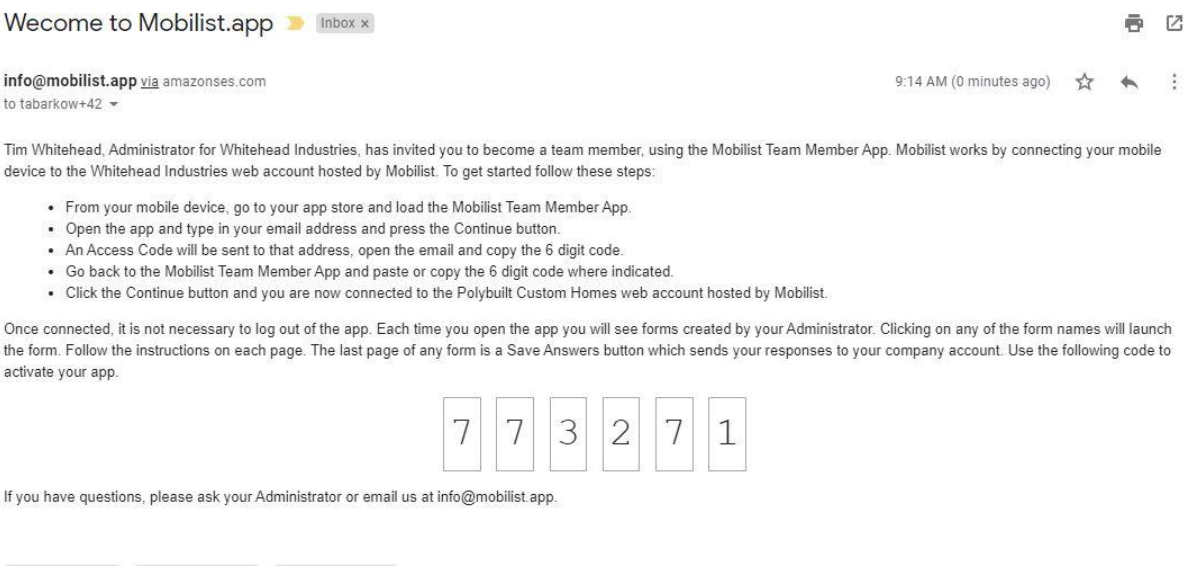
Here is your Mobilist App access code:

2 6 0 3 8 0

If you have questions, please ask your Administrator or email us at info@mobilist.app.

Reply Reply all Forward

Email sent to new Members as soon as created on the company account.



Wecome to Mobilist.app Inbox ×

info@mobilist.app via amazonses.com
to tabarkow+42
9:14 AM (0 minutes ago)

Tim Whitehead, Administrator for Whitehead Industries, has invited you to become a team member, using the Mobilist Team Member App. Mobilist works by connecting your mobile device to the Whitehead Industries web account hosted by Mobilist. To get started follow these steps:

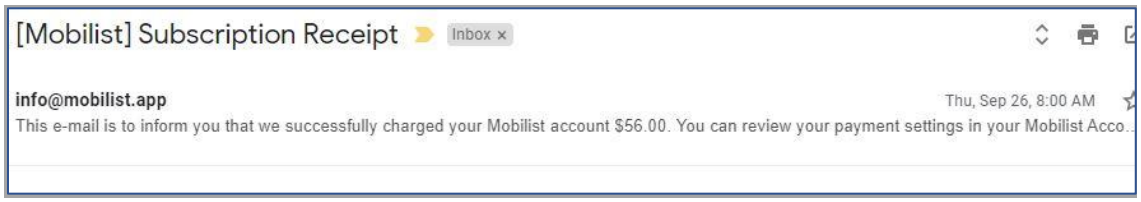
- From your mobile device, go to your app store and load the Mobilist Team Member App.
- Open the app and type in your email address and press the Continue button.
- An Access Code will be sent to that address, open the email and copy the 6 digit code.
- Go back to the Mobilist Team Member App and paste or copy the 6 digit code where indicated.
- Click the Continue button and you are now connected to the Polybuilt Custom Homes web account hosted by Mobilist.

Once connected, it is not necessary to log out of the app. Each time you open the app you will see forms created by your Administrator. Clicking on any of the form names will launch the form. Follow the instructions on each page. The last page of any form is a Save Answers button which sends your responses to your company account. Use the following code to activate your app.

7 7 3 2 7 1

If you have questions, please ask your Administrator or email us at info@mobilist.app.

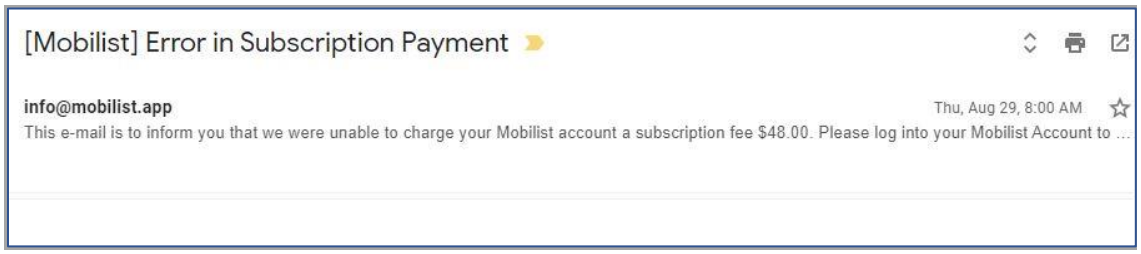
Subcription Charge Email



[Mobilist] Subscription Receipt Inbox ×

info@mobilist.app Thu, Sep 26, 8:00 AM
This e-mail is to inform you that we successfully charged your Mobilist account $56.00. You can review your payment settings in your Mobilist Acco...

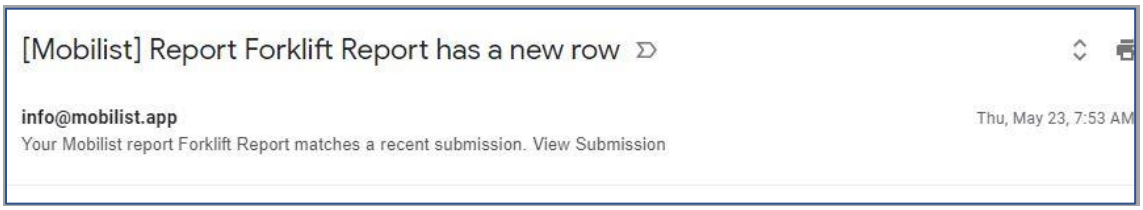
Email sent for no credit card number.



[Mobilist] Error in Subscription Payment

info@mobilist.app Thu, Aug 29, 8:00 AM
This e-mail is to inform you that we were unable to charge your Mobilist account a subscription fee $48.00. Please log into your Mobilist Account to ...

Email sent to responders showing a new information added to a report.



[Mobilist] Report Forklift Report has a new row

info@mobilist.app Thu, May 23, 7:53 AM
Your Mobilist report Forklift Report matches a recent submission. View Submission

Best Practices

As Administrator, install the Mobilist Team Member App and connect it to the web account dashboard with an access code. You will now have access to all forms for all Teams. After creating a form, test it on your mobile device to ensure it works properly.

When making machinery checklists, it is not always necessary to have a single checklist item on each page. If several checks can be made in an area, put these items on a single checklist page.

Once forms and checklists are familiar to employees, instructions like Click the Next button should be unnecessary.

If you want a checklist done each shift, daily, or monthly, put that in the title of the form.

It is good practice to have a single form called Suggestions to the Administrator available to all members. In this way, employees using Mobilist forms can easily communicate ways to improve their experience.

Employees do not have access to the Administrator’s dashboard and any data added during a form's completion is deleted from the employee's mobile device after the form has been submitted.

It is good practice to provide employees who might interact with customers with training about how to handle customer complaints.

It is good practice to provide employees procedures on how you expect them to handle accidents and how to document it using a Mobilist form.

Placing forms in the folders makes the mobile app screen presentation more compact. Folders can be arranged from the dashboard under the forms area. Folders at the top will show at the top on the mobile app. It is good practice to place the most used or most important folders near the top so they will appear that way on the mobile app.