



My Safety Buddy End User Agreement

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Definitions

For purposes of this End User Agreement, each of the following capitalised terms shall be attributed the meaning set forth below:

Account Owner means a person, organisation, and/or authorised legal representative of an organisation that has engaged the My Safety Buddy App and/or My Safety Buddy Services to be used by their associated User(s).

Administrator means a person who has been granted permission by the Account Owner to access the My Safety Buddy Account of the Account Owner on behalf of the Account Owner. A Account Owner may appoint one or more Administrators.

Ancillary Item means an item that is available from My Safety Buddy for use with the My Safety Buddy App and/or My Safety Buddy Services. Examples of ancillary items include duress buttons and 12v USB car chargers.

Authorised App Store means an application store authorised by My Safety Buddy to make the My Safety Buddy App available for download to a Mobile Device.

Carrier means any telecommunications carrier.

Emergency Contact means a person or persons nominated by the End User to receive Emergency Notifications from the My Safety Buddy App or My Safety Buddy Services.

End User means the end User of the My Safety Buddy App. The End User may also be an Account Owner, Administrator, User and/or an Emergency Contact.

Mobile Device means any device on which the My Safety Buddy App may be used.

My Safety Buddy or **We** or **Us** or **Our** means My Safety Buddy Pty Ltd ABN: 49 106 716 670 as trustee for MSB Trust trading as My Safety Buddy ABN: 19 242 821 511.

My Safety Buddy Account means the customer account held with My Safety Buddy by an Account Owner.

My Safety Buddy App means the My Safety Buddy application product to be used on a Mobile Device, associated internet web portal, website or equivalent, and pages that are within or associated with the My Safety Buddy application, Mobile Device, associated internet web portal, Website or equivalent.

My Safety Buddy Network means the Account Owner, Administrators, Users and Emergency Contacts associated with the My Safety Buddy Account of an Account Owner.

My Safety Buddy Services means the provision of services including consulting support, training support, technical support, Monitoring Services and Mobile Alarm Response Services in support of the My Safety Buddy App by a Service Provider.

Service Provider means any third party who may be engaged by My Safety Buddy in enabling the My Safety Buddy Services.

User means the person/employee/contractor/associate/relative/representative of the Account Owner that has accepted the invitation from the Account Owner to join that Account Owner's My Safety Buddy Network.

Website means the My Safety Buddy website located at www.mysafetybuddy.com.au, the My Safety Buddy Web Portal located at www.mysafetybuddy.com.au/MsbApp/, and all associated sites linked

to www.mysafetybuddy.com.au by My Safety Buddy, including My Safety Buddy websites and their subparts around the world.

You or **Your** or **Yourself** means the person who accepts this agreement, by using the My Safety Buddy App or My Safety Buddy Services.

General Use

- Upon activating the My Safety Buddy App in accordance with its proper use, We will endeavour to track and record Your phone's location.
- We will endeavour to give to Your nominated Emergency Contact(s) and/or emergency personnel information regarding Your phone's location and Your details which are known to Us.
- Details which are disclosed to any third party, not being the emergency response personnel or Your nominated Emergency Contact(s), are disclosed on an anonymous basis. Your personal details will not otherwise be disclosed without Your consent.
- We use Your phone's location tracking service to attempt to identify and monitor Your location. Disabling this setting will prevent the app from working fully, and We will therefore only be able to provide diminished or no assistance in the event of an emergency situation.
- When You activate one of the My Safety Buddy App emergency alarms We may record video and audio messages in order to assist in assessing the situation and the emergency response required. You and Your authorised representatives will have access (for a limited period) to the video and audio messages. In capturing, accessing and using this information, You have agreed to obtain consent where necessary to use the My Safety Buddy App from any persons whom it is reasonable to have obtained consent, and in reasonable circumstances, as required by relevant State and Federal legislation covering the use of Mobile Devices in recording audio, video, tracking, and/or a combination of the recordings.
- You accept responsibility for all activities that occur under Your account by Yourself, Your Administrator(s), and/or Your Account Owner(s).

How to Uninstall

To uninstall the My Safety Buddy App, please use the application manager provided with Your Mobile Device or consult Your Mobile Device manual for instructions.

End User Obligations

Acceptable Use Policy

- You are solely responsible for any and all acts and omissions that occur under Your My Safety Buddy Account Owner Account or User Account, and You agree not to engage in unacceptable use of the My Safety Buddy App and My Safety Buddy Services, including but not limited to the following activities:

- i. creating a false identity or otherwise attempting to mislead any person as to Your identity or the origin of any communication transmitted through the My Safety Buddy App;
- ii. purposefully transmitting a fabricated or unjustified alert through the My Safety Buddy App;
- iii. broadcasting or transmitting any messages that do not relate to the intended use of the My Safety Buddy App or that contain anything that is obscene, defamatory, harassing, offensive, or malicious;
- iv. broadcasting or transmitting files, graphics, software, or other material that infringes or potentially infringes the Intellectual Property right of any person or entity;
- v. exporting, re-exporting, or otherwise transmitting data, information, or software in violation of any applicable export or import law, regulation, or restriction;
- vi. interfering with, disrupting, or attempting to gain unauthorised access to information or other accounts hosted on the My Safety Buddy App or My Safety Buddy Services;
- vii. interfering with, disrupting, or attempting to bypass or circumvent measures employed to prevent or limit access to any part of the My Safety Buddy App or My Safety Buddy Services;
- viii. attempting to copy, modify, adapt, translate, prepare derivative works from, publish, decompile, reverse engineer, disassemble or otherwise attempt to derive source code from, or commercialise the My Safety Buddy App or any other aspect of the My Safety Buddy Services;
- ix. licensing, selling, renting, leasing, or otherwise transferring rights to the My Safety Buddy App or any other aspect of the My Safety Buddy Services;
- x. removing, obscuring or altering the copyright notice, trademarks or other proprietary rights notices affixed to, contained within or accessed in conjunction with or by the My Safety Buddy App or My Safety Buddy Services;
- xi. downloading the My Safety Buddy App from an unauthorised site or using the My Safety Buddy App without first agreeing to this End User Agreement as it may be amended from time to time;
- xii. using or attempting to use the My Safety Buddy App on a Mobile Device that has been tampered with in contravention of rules established by a Carrier or manufacturer of the Mobile Device;
- xiii. using someone else's My Safety Buddy Account at any time without the express permission and consent of the holder of that My Safety Buddy Account;
- xiv. permitting any other person to use the Mobile Device in connection with the use of the My Safety Buddy App other than on Your behalf;
- xv. using the My Safety Buddy App in such a way that exploits or violates the personal privacy of another individual;

- xvi. using the My Safety Buddy App and/or My Safety Buddy Services in any such way that is prohibited by or in violation of the applicable local laws; and
- xvii. engaging in any other activity considered by My Safety Buddy to be in conflict with the spirit or intent of this End User Agreement or the intended use of the My Safety Buddy App and/or My Safety Buddy Services.

Reasonable Use Policy

- You hereby agree and understand that Your My Safety Buddy Account Owner Account and User Accounts must comply with the Reasonable Use Policy:
 - i. This policy is designed to protect the reliable operation, quality and integrity of the My Safety Buddy App and My Safety Buddy Services for all Users.
 - ii. We have completed an analysis of the usage patterns of standard Users and use this data to assess whether Your usage is 'unreasonable' or 'excessive'.
 - iii. Generally, responsible use of the My Safety Buddy App and My Safety Buddy Services for their intended purpose for which they are supplied to You will not breach this Reasonable Use Policy. Breaches of the Reasonable Use Policy will generally relate to an 'unreasonable' or 'excessive' number of alarms being triggered by You and/or Your Users irrespective of whether the alarms were false alarms or based on real crises.
 - iv. You agree that We can collect information and investigate whether You are complying with the Reasonable Use Policy, and that We may use Our sole discretion to determine whether Your use of the My Safety Buddy App and/or My Safety Buddy Services is 'unreasonable' or 'excessive'.
 - v. If We reasonably believe that You are in breach of this Reasonable Use Policy, We may, in Our sole discretion and without prior notice:
 - Contact You by telephone and/or email, using the contact details You have provided, to advise You of Your 'unreasonable' and/or 'excessive' use, and to notify You that charges for excessive use will be payable by You for Your 'unreasonable' or 'excessive' use beyond a nominated date. This date will be nominated by Us at Our sole discretion;
 - Temporarily suspend, indefinitely suspend, or permanently terminate Your access to the My Safety Buddy App and/or My Safety Buddy Services; and/or
 - Give Our consent to Your 'unreasonable' or 'excessive' use of the My Safety Buddy App and/or My Safety Buddy Services subject to conditions and in writing.
 - vi. Charges for excessive use will be invoiced at the beginning of each calendar month for 'unreasonable' or 'excessive' use in the previous billing period. You must pay these charges in accordance with the terms and conditions set out in the My Safety Buddy Sales and Refund Terms and Conditions (<https://www.mysafetybuddy.com.au/sales-refund-terms-conditions/>).
 - vii. Our right to suspend or terminate Your access to the My Safety Buddy App and/or My Safety Buddy Services without notice to You under the Reasonable Use Policy

overrides any requirement We may have to give You notice in other parts of this Agreement.

- viii. You agree that neither My Safety Buddy nor a Service Provider(s) will be liable to You or to any third party for suspension or termination of Your access to the My Safety Buddy App and/or My Safety Buddy Services as a result of a breach of the Reasonable Use Policy.
- ix. The Reasonable Use Policy, including the charges for excessive use, may be updated by Us from time-to-time at Our sole discretion.

End User Responsibilities

- You hereby agree and understand that it is solely Your responsibility to:
 - i. use the My Safety Buddy App and My Safety Buddy Services in compliance with all applicable laws;
 - ii. create and maintain a complete, true, accurate and current profile in Your My Safety Buddy Account, including a working email account to receive notices from My Safety Buddy and the correct mobile phone number associated with the Mobile Device to enable communication with You during an Emergency Notification;
 - iii. properly download and install the My Safety Buddy App from an Authorised App Store;
 - iv. use a compatible Mobile Device that has an operating system supported by the My Safety Buddy App, is in good working order, and free of any improper tampering;
 - v. accept all permissions requested by the My Safety Buddy App including, but not limited to, the permission to access and use location data;
 - vi. properly configure Your Mobile Device to work with the My Safety Buddy App, including, without limitation, enabling location services to access all networks (e.g., GPS, cellular, and wireless) to locate Your position;
 - vii. use a compatible computer system that has an operating system supported by the My Safety Buddy App and /or My Safety Buddy Services, is in good working order, and free of any improper tampering;
 - viii. safeguard and maintain the confidentiality of the password for Your My Safety Buddy Account. You may be held liable for losses incurred by My Safety Buddy, Your Account Owner(s), and/or any other My Safety Buddy User due to someone else using Your My Safety Buddy Account as a result of Your failing to keep Your account information secure and confidential;
 - ix. notify My Safety Buddy immediately if You suspect or become aware of any unauthorised use of Your My Safety Buddy Account or any unauthorised access to Your password for Your My Safety Buddy Account or any other breach of security;
 - x. notify My Safety Buddy immediately if You suspect or become aware of any unauthorised use of the My Safety Buddy Account of Your Administrator(s) or User(s) or any unauthorised access to the passwords for the My Safety Buddy Account of Your Administrator(s) or User(s) or any other breach of security;

- xi. ensure there is sufficient battery life and file storage capacity necessary for the proper operation of the My Safety Buddy App;
- xii. acquire the necessary services for the proper operation of the My Safety Buddy App from an approved Carrier;
- xiii. maintain an account in good standing with a Carrier approved by My Safety Buddy, including, without limitation, paying for any charges related to the use of Your Mobile Device (including, without limitation, charges related to cellular transmissions, SMS or other text messaging, and other data transmissions) even if those charges arise as a result of using the My Safety Buddy App;
- xiv. safeguard all recordings with respect to State and Federal privacy legislation and legislation for the use of Mobile Devices in recording audio, video, tracking, or a combination of the recordings. Failure to do so may render You liable under that legislation;
- xv. not trigger false alarms, and to promptly delete recordings of any false alarms from Your Mobile Device and from Your My Safety Buddy account;
- xvi. not transmit recordings except when necessary to recipients authorised under relevant State and Federal legislation covering the use of Mobile Devices in recording audio, video, tracking, or a combination of the recordings;
- xvii. delete all recordings from Your Mobile Device and from Your My Safety Buddy account as soon as they are no longer required;
- xviii. ensure the details for Emergency Contact(s) are complete and accurate to receive notices from My Safety Buddy during an Emergency Notification;
- xix. acknowledge and agree that during an Emergency Notification You may transmit audio and/or video recordings to Your Emergency Contact(s), Your Account Owner(s) and their Administrator(s) and accept all responsibility for such transmissions;
- xx. ensure that Your Emergency Contact(s), Your Account Owner(s) and their Administrator(s) only transmit recordings when necessary to recipients authorised under relevant State and Federal legislation covering the use of Mobile Devices in recording audio, video, tracking, or a combination of the recordings, acknowledging that any failure to do so may render Your Emergency Contact(s), Your Account Owner(s) and/or their Administrator(s) liable under such legislation;
- xxi. pay for any charges imposed by a local authority related to emergency response personnel responding to an alert initiated under Your account, regardless of whether that alert was a false alarm or based on a real crisis. Such costs are to be borne by the End User, Account Owner and/or User. Under no circumstances will My Safety Buddy be liable for any such charges;
- xxii. pay for all charges arising from the use of the My Safety Buddy App and My Safety Buddy Services, including charges for excessive use, unless the Account Owner has agreed to pay on Your behalf;
- xxiii. properly download and install any updates to or new versions of the My Safety Buddy App that are applicable to Your Mobile Device;

- xxiv. agree to any other agreements presented by My Safety Buddy as may be required by a Service Provider to obtain products or services necessary for the proper operation of the My Safety Buddy Services;
- xxv. configure alert data and settings, for example Emergency Contacts, as required by the Account Owner (if applicable); and
- xxvi. notify My Safety Buddy immediately if anyone has threatened to make a claim or issue legal proceedings against You relating to Your use of the My Safety Buddy App or My Safety Buddy Services. Furthermore, You must immediately cease whatever has been complained about and, if We request, You must provide Us with the details of the claim.

Account Owner Responsibilities

- As an Account Owner You represent You will use the My Safety Buddy App and My Safety Buddy Services in accordance with the terms and conditions as found in this End User Agreement. In addition, the Account Owner will be responsible for:
 - i. using the My Safety Buddy App and My Safety Buddy Services in accordance with the terms and conditions as found in this End User Agreement as they apply to an End User;
 - ii. Your Users adhering to the terms and conditions as found in this End User Agreement;
 - iii. Your Administrators adhering to the terms and conditions as found in this End User Agreement;
 - iv. explaining the terms of use with Your Users;
 - v. explaining the terms of use with Your Administrators;
 - vi. acknowledging that State and Federal legislations cover the use of Mobile Devices in recording audio, video, tracking, or a combination of the recordings;
 - vii. safeguarding all recordings in accordance with State and Federal privacy legislation and legislation for the use of Mobile Devices in recording audio, video, tracking, or a combination of the recordings;
 - viii. not transmitting recordings except when necessary to recipients authorised under relevant State and Federal legislation covering the use of Mobile Devices in recording audio, video, tracking, or a combination of the recordings; and
 - ix. if the Account Owner represents an entity:
 - that entity is duly organised, validly existing and in good standing under applicable local laws; and
 - the Account Owner has the full right, legal power and actual authority to bind such entity to this Agreement.

Administrator Responsibilities

- As an Administrator You represent that You will use the My Safety Buddy App and My Safety Buddy Services in accordance with the terms and conditions as found in this End User Agreement as they apply to an Account Owner.

User Responsibilities

- As a User You represent You will use the My Safety Buddy App and My Safety Buddy Services in accordance with the terms and conditions as found in this End User Agreement. In addition, the User will be responsible for:
 - i. using the My Safety Buddy App and My Safety Buddy Services in accordance with the terms and conditions as found in this End User Agreement as they apply to an End User;
 - ii. acknowledging that State and Federal legislation cover the use of Mobile Devices in recording audio, video, tracking, or a combination of the recordings;
 - iii. safeguarding all recordings in accordance with State and Federal privacy legislation and legislation for the use of Mobile Devices in recording audio, video, tracking, or a combination of the recordings; and
 - iv. not transmitting recordings except when necessary to recipients authorised under relevant State and Federal legislation covering the use of Mobile Devices in recording audio, video, tracking, or a combination of the recordings.

Privacy

- When using the My Safety Buddy App and My Safety Buddy Services, We will use good faith efforts to enable You to access Your personal information and to either correct or delete this data at Your request if it is inaccurate unless otherwise required to be retained by law or for legitimate business purposes.
- We restrict access to personal information to the My Safety Buddy App and My Safety Buddy Services employees, contractors, agents, and Service Providers who need to know that information in order to process it on Our behalf. These individuals are bound by confidentiality obligations and may be subject to disciplinary measures, including termination of their employment or engagement, as well as criminal prosecution, if they fail to meet these obligations.
- Your use of the My Safety Buddy App and My Safety Buddy Services is subject to the My Safety Buddy Privacy Policy (<https://www.mysafetybuddy.com.au/privacy-policy/>).

Consent & License to Use Personal Information

- If an alert is sent from Your Mobile Device, You authorise My Safety Buddy and appropriate Service Providers to distribute Your personal information to appropriate third parties (including Account Owner and their Administrators, Emergency Contacts, personnel involved with emergency dispatch, law enforcement, emergency response, and private security) who may facilitate or provide the emergency response or conduct follow up investigations.

- My Safety Buddy may collect, use, transmit, process and maintain Your location data, including the real-time geographic location of Your Mobile Device, and You hereby agree and consent to the My Safety Buddy App collecting, using, transmitting, processing and maintaining such location data to provide My Safety Buddy Services.
- If Your personal information is distributed in accordance with the Privacy clause and this End User Agreement, You acknowledge and agree that My Safety Buddy shall not be liable for such disclosure and You shall hold harmless My Safety Buddy and all Service Providers for any claims relating to such disclosure or use of personal information.

Updates

- **Updates.** We may from time to time in Our sole discretion develop and provide My Safety Buddy Services and/or My Safety Buddy App updates, which may include upgrades, bug fixes, patches, and other error corrections and/or new features (collectively, including related documentation, “Updates”). Updates may also modify or delete in their entirety certain features, functionality and/or services. You agree that We do not have any obligation to provide any Updates or to continue to provide or enable any particular features, functionality or services. You will promptly download and install all Updates and acknowledge and agree that the My Safety Buddy App and/or My Safety Buddy Services or portions thereof may not work properly should You fail to do so. You further agree that all Updates will be subject to the terms of this Agreement, unless otherwise provided in terms associated with such Update. My Safety Buddy reserves the right, at any time, to modify, suspend, or discontinue the My Safety Buddy App and/or My Safety Buddy Services or any part thereof without notice. You agree My Safety Buddy and Service Providers will not be liable to You or any third party for any modification, suspension, or discontinuance of the My Safety Buddy App and/or My Safety Buddy Services or any part thereof.
- **Notifications.** All notifications will be sent to the registered email address of the My Safety Buddy Account. My Safety Buddy cannot be liable for failure to deliver a notification where the registered email address is invalid or unused. We may also send supplementary notifications via SMS to the services associated with a My Safety Buddy Account however the primary method of notification is via email.

If We are planning on making changes to Our agreement and that change will have a direct and detrimental effect on Your service (for example for an increase in pricing) You will be advised at least thirty (30) calendar days prior to that change taking effect. We may change this agreement at any time without notice where such a change does not detrimentally affect Your use of the My Safety Buddy App or My Safety Buddy Services (for example price reduction or service updates). Changes obligated by law may also be updated without notice, for example GST requirements. Once any change is made, it will be updated in Our terms and conditions which are available at any time from Our Website.

Intellectual Property

- **My Safety Buddy.** My Safety Buddy and/or Service Providers own, or are the licensee to, all right, title and interest in and to the My Safety Buddy App and My Safety Buddy Services, including all rights under patent, copyright, trade secret, trademark, or unfair competition law, and any and all other proprietary rights, including all applications, renewals, extensions

and restorations thereof. Other company, product, or service names mentioned in the My Safety Buddy App and My Safety Buddy Services may be trademarks of their respective companies.

All non-company product and service marks contained on or associated with the My Safety Buddy App and/or My Safety Buddy Services are the trademarks of their respective owners. References to any names, marks, products, or services of third parties or hypertext links to third party sites or information do not necessarily constitute or imply My Safety Buddy's endorsement, sponsorship or recommendation of the third party, information, product, or service.

- **Account Owner.** By using the My Safety Buddy App or My Safety Buddy Services, You grant My Safety Buddy a worldwide, non-exclusive, non-sublicensable right, to use any of Your trademarks, service marks, tradenames or logos, to perform Our obligations under this Agreement, and to identify You in My Safety Buddy's customer lists and other marketing and promotional materials and communications referencing You as a customer of My Safety Buddy. You may withdraw your consent to identify You in My Safety Buddy's marketing and promotional materials and communications referencing You as a customer of My Safety Buddy by contacting Customer Support (<https://www.mysafetybuddy.com.au/contact-us/>).

Disclaimer and Limitations of the My Safety Buddy App

The End User acknowledges and understands that My Safety Buddy and Service Providers do NOT warrant that the My Safety Buddy App and My Safety Buddy Services will render the End User safe.

The End User warrants that they have entered into this agreement in full acceptance and awareness of the disclaimer and limitations.

- **Lifesaving Limitations.** You acknowledge and understand that:
 - i. The My Safety Buddy App and My Safety Buddy Services are not a medical or life saving device, product or service; and
 - ii. The My Safety Buddy App and My Safety Buddy Services do not provide any medical, lifesaving or any pre-emptive measures against injury, bodily harm or death and do not, in any way, replace any medical, lifesaving or any pre-emptive measures against injury, bodily harm or death;
 - iii. The My Safety Buddy App and My Safety Buddy Services are not a substitute for proper work health and safety procedures, the emergency services and/or directly calling emergency services;
 - iv. Because the My Safety Buddy App and My Safety Buddy Services are not guaranteed to be uninterrupted or error free, You must always ensure that back up procedures are in place beyond the My Safety Buddy App and My Safety Buddy Services to ensure Your health, safety and wellbeing; and
 - v. You must not rely solely on the My Safety Buddy App and My Safety Buddy Services for any critical, dangerous or hazardous situations without appropriate back-up

processes in place, or during any life-threatening situation or medical emergency where You or Your health are or may be at risk.

- **Feature Limitations.** Your access to and use of the My Safety Buddy App, My Safety Buddy Ancillary Items, and the features available to You will depend on the capabilities of Your Mobile Device, the services provided by Your Carrier, Your specific membership for the My Safety Buddy Services, the version of the My Safety Buddy App, and the version of the My Safety Buddy Ancillary Items You are using. Information provided in any advertisement, marketing material, or My Safety Buddy's Website may describe features or benefits that are not available to You because of the above-mentioned limitations or may not be available because they are offered only to a limited audience or locale. Additionally, My Safety Buddy may change the features of the My Safety Buddy App and/or My Safety Buddy Ancillary Items at any time without notice to You. It is Your responsibility to determine the features of the My Safety Buddy App and My Safety Buddy Ancillary Items that are available to You through Your own investigation or contacting My Safety Buddy Customer Support (<https://www.mysafetybuddy.com.au/contact-us/>).
- **Emergency Response Limitations.** The persons nominated by You, responding to an alert initiated by You through the My Safety Buddy App, may, if in their sole discretion it is deemed appropriate under the circumstances, notify emergency response personnel (e.g., police, fire department, ambulance, private security personnel, Emergency Contact(s) or any other person deemed appropriate under the circumstances) to provide You with on-location assistance.

In the event You subscribe to the My Safety Buddy Monitoring Service, based on data transmitted through the My Safety Buddy App, the My Safety Buddy Monitoring Service will use reasonable efforts to assess the nature and location of Your situation.

The My Safety Buddy Monitoring Service and/or personnel nominated by You might not notify emergency response personnel if they cannot confirm:

- i. Your location within reasonable accuracy; and
- ii. that an emergency actually exists.

The My Safety Buddy App takes no responsibility for the inaccuracy or limitations of the location tracking of a Mobile Device. The My Safety Buddy Services, based on the tracking of a Mobile Device, cannot be relied upon in situations where precise location information is needed or where erroneous, inaccurate, time-delayed or incomplete location data may lead to death or personal injury.

Neither My Safety Buddy nor any Service Provider guarantees that any emergency personnel will respond in a timely manner, or at all, or that the most appropriate personnel will respond. Additionally emergency response personnel may not respond because of local laws, regulations, policies or capacity.

- **Measuring Availability.** The My Safety Buddy App and the My Safety Buddy Services are deemed to be available if Users are able to perform all key functions as designed. If the My Safety Buddy App or My Safety Buddy Services has an outage then it is deemed unavailable.

If the My Safety Buddy App and/or My Safety Buddy Services are taken offline for maintenance outside of Scheduled Downtime (Scheduled Downtime means time during which the My Safety Buddy App or My Safety Buddy Services may be made purposefully not Available to enable maintenance work to be performed, and advance notification is provided to Users of this time), then the My Safety Buddy App and/or My Safety Buddy Services are deemed unavailable.

If the relevant unavailability is caused by any of the following reasons, such unavailability will not be deducted for the purposes of measuring Availability, provided that My Safety Buddy has not caused or contributed to the fault or failure and has taken all reasonable measures to minimise the unavailability:

- (a) Unavailability caused by the failure of any of the User's systems or equipment under the control of the User; or
 - (b) Unavailability caused by telecommunications, internet, data connections, cellular, wireless, or satellite service faults, failures or unavailability generally, where the fault, failure or unavailability is not under the control of My Safety Buddy.
- **Availability and Performance Limitations.** Neither My Safety Buddy nor any Service Provider makes any guarantee of the availability or performance of the My Safety Buddy App or My Safety Buddy Services. You hereby acknowledge and agree that from time to time the My Safety Buddy App and/or My Safety Buddy Services may be inaccessible, inoperable, experience performance degradation, or may not perform as desired or designed for various reasons, including but not limited to:
 - i. The lack of, degradation, or interruption of connectivity, functioning or availability of various technologies that are necessary for proper operations of the My Safety Buddy App and/or the My Safety Buddy Services, including but not limited to the telecommunications, internet, data connections, GPS location, cellular, wireless, or satellite services provided by Your Mobile Device and/or provided by Your Carrier to Your Mobile Device;
 - ii. The depletion of the battery in Your Mobile Device;
 - iii. Periodic maintenance or enhancements to the My Safety Buddy App and/or My Safety Buddy Services;
 - iv. Operation malfunction or feature limitations, including the inability to obtain audio, video or location information during an emergency; and
 - v. Your failure to comply with Your obligations set forth in this End User Agreement.

You hereby acknowledge and agree that My Safety Buddy and Service Providers are not responsible and shall in no way be liable for delays or interruptions in or lack of availability of the My Safety Buddy Services or failure of the My Safety Buddy App to perform as desired. You further acknowledge and agree that the My Safety Buddy App is only available to the extent that Your Mobile Device is able to obtain cellular and wireless communications with the My Safety Buddy App and transmit location data with reasonable accuracy. My Safety Buddy App is intended for use within Australia only. My Safety Buddy App may not be available in certain parts of Australia. You hereby further acknowledge and agree that not all

My Safety Buddy Services are available everywhere or all of the time, particularly in remote or rural areas, inside some buildings or enclosed areas, or underground. If You choose to access the My Safety Buddy App and/or My Safety Buddy Services from outside Australia, You do so on Your own initiative and You are solely responsible for complying with applicable local laws.

- **Force Majeure.** Subject to applicable law, under no circumstances shall My Safety Buddy or a Service Provider be held liable for any delay or failure in performance resulting directly or indirectly from an event that may be deemed a force majeure event (including, but not limited to, any act of God, acts of war (both declared and undeclared), warlike conditions, hostilities, riots, civil commotion, strikes or terrorist acts).
- **Privacy and Recording Limitations.** Subject to applicable law and State and Federal privacy legislation and legislation for the use of Mobile Devices in recording audio, video, tracking, and/or a combination of the recordings, under no circumstances shall My Safety Buddy or a Service Provider be held liable for any failure by the End User, User, Account Owner, Administrator or Emergency Contact to comply with such legislation.

WARRANTY DISCLAIMER

MY SAFETY BUDDY AND SERVICE PROVIDERS MAKE NO EXPRESS REPRESENTATIONS OR WARRANTIES WITH REGARD TO THE MY SAFETY BUDDY APP, MY SAFETY BUDDY SERVICES, OR ANY ACTIVITIES OR ITEMS RELATED TO THIS AGREEMENT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MY SAFETY BUDDY AND SERVICE PROVIDERS DISCLAIM ALL EXPRESS AND IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS, AND ANY WARRANTIES REGARDING THE SECURITY, RELIABILITY, TIMELINESS AND PERFORMANCE OF THE MY SAFETY BUDDY APP AND/OR MY SAFETY BUDDY SERVICES. SOME JURISDICTIONS MAY NOT ALLOW FOR ALL OF THE FOREGOING LIMITATIONS ON WARRANTIES, SO TO THAT EXTENT, SOME OR ALL OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

YOU EXPRESSLY AGREE THAT YOUR USE OF THE MY SAFETY BUDDY APP AND MY SAFETY BUDDY SERVICES IS AT YOUR SOLE RISK.

You download and use the My Safety Buddy App and/or My Safety Buddy Services at Your own discretion and risk, and You are solely responsible for any damages to Your hardware or loss of data that results from the download or use of the My Safety Buddy App and/or My Safety Buddy Services.

My Safety Buddy and Service Providers make no representation, warranty, or guarantee that the content that may be available through the My Safety Buddy App and/or My Safety Buddy Services is free of errors, omissions, bugs, defects, inaccuracies of any kind, or infection from any virus or other malicious software that are intended to damage, surreptitiously intercept, or expropriate any system, data, or personal information.

My Safety Buddy and Service Providers do not assume any responsibility for the timeliness, accuracy, non-delivery, deletion, or failure to store personal Information.

You understand that Emergency Notifications provided to You through the My Safety Buddy App and/or My Safety Buddy Services may be delayed or prevented by a variety of factors. My Safety Buddy and Service Providers make commercially reasonable efforts to provide Emergency Notifications in a timely manner with accurate information, but My Safety Buddy and Service Providers cannot guarantee the delivery, timeliness, or accuracy of the content of any Emergency Notifications. My Safety Buddy and Service Providers shall not be liable for any delays, failure to deliver, or misdirected delivery of any Emergency Notification; for any errors in the content of an Emergency Notification; or for any actions taken or not taken by You or any third party in reliance on an Emergency Notification.

Limitation of Liability

- Subject to and to the extent permitted by applicable law, in no event will My Safety Buddy or a Service Provider be liable for any damages (including without limitation direct, indirect, punitive, special, incidental or consequential damages, cost of procuring substitute services, installation and removal costs, loss of data, loss of production, loss of business opportunities, loss of use or equipment or facilities, or interruption of business, damage to reputation, lost revenue, lost profits, losses, legal costs and defence or settlement costs, or other expenses) arising in connection with the provision or use of the My Safety Buddy App or My Safety Buddy Services, regardless of whether such claims are based on fraud, misrepresentation, contract, tort (whether intentional or based on negligence, gross negligence, or recklessness), personal injury, death, products liability, services liability, strict liability, or otherwise, or whether My Safety Buddy or a Service Provider has been advised of the possibility of such damages, losses or expenses.
- Without limiting the foregoing, this limitation of liability includes, but is not limited to, claims related to:
 - i. The unavailability of the My Safety Buddy Services and/or My Safety Buddy App;
 - ii. Unauthorised access to the My Safety Buddy App, My Safety Buddy Services or Your personal information;
 - iii. Any error, omission, bugs, inaccuracies of any kind, or failure of performance;
 - iv. Any system failure, including those resulting in interruption, defect, or delay in operation, transmission, or Emergency Notification;
 - v. Any virus or other malicious software affecting the My Safety Buddy App, Your computer, or Your Mobile Device;
 - vi. Your need to modify practices, content, or behaviour, or Your loss of or inability to do business, as a result of changes to the My Safety Buddy App or My Safety Buddy Services; and
 - vii. Your reliance on the accuracy, completeness or usefulness associated with ratings, reviews, feedback, or content on My Safety Buddy social network channels made available through the My Safety Buddy App or My Safety Buddy Services.
- If You are dissatisfied with the My Safety Buddy App for any reason, Your exclusive remedy shall be to cease using the My Safety Buddy App and cancel the subscription to the My Safety Buddy App and/or the My Safety Buddy Services.

- If, notwithstanding the other provisions of this Agreement, My Safety Buddy is found to be liable to You for any damage or loss which arises out of or is in any way connected with Your use of the My Safety Buddy App and/or the My Safety Buddy Services, subject to and to the extent permitted by applicable law:
 - i. My Safety Buddy's entire liability and Your exclusive remedy for breach of these terms shall be for My Safety Buddy to use its reasonable efforts to re-provide / re-perform the My Safety Buddy App and/or My Safety Buddy Services within a reasonable period of time;
 - ii. Provided, that in the event My Safety Buddy is unable to re-provide / re-perform, My Safety Buddy may elect to refund all payments actually received by My Safety Buddy from You for the My Safety Buddy App and/or My Safety Buddy Services in question, in full satisfaction of My Safety Buddy's obligations. Such refund shall constitute My Safety Buddy's entire liability and Your exclusive remedy for such breach.
 - iii. In no event shall the aggregate liability for damages of My Safety Buddy and/or any Service Provider arising from these terms whether by contract or tort exceed the amounts You actually paid for the My Safety Buddy App and/or My Safety Buddy Services in question during the three month period preceding the date of the claim.
 - iv. To the extent not prohibited by law, the limitations in this section shall apply to personal injury and death.
 - v. You waive all rights of subrogation or any other right of recovery against My Safety Buddy and any other Service Provider that any insurer or other person may have as a result of paying any claim for any loss or injury to any person. In addition, You agree that You shall not bring any claim or action against My Safety Buddy or any Service Provider arising from Your use of the My Safety Buddy App and/or My Safety Buddy Services.

- Nothing in this End User Agreement shall be read or applied so as to exclude, restrict or modify or have the effect of excluding, restricting or modifying any condition, warranty, guarantee, right or remedy implied by law (including the Australian Consumer Law) which cannot by law be excluded, restricted or modified.

Indemnity

- You agree to indemnify and hold My Safety Buddy and the Service Providers, and Our respective officers, directors, shareholders, predecessors, successors in interest, employees, agents, subsidiaries and affiliates, harmless from any demands, loss, liability, claims or expenses (including legal fees whether incurred by or awarded against My Safety Buddy and/or the Service Providers), made against My Safety Buddy and/or the Service Providers (i) by You due to or arising out of or in connection with Your use of the My Safety Buddy App and/or My Safety Buddy Services, (ii) by any third party due to or arising out of or in connection with Your use of the My Safety Buddy App and/or My Safety Buddy Services, or (iii) whether directly or indirectly, as a result of any breach by You of these terms and conditions.

Customer Support

If You wish to inform Us of feedback, a bug, error, feedback, or seek technical assistance about the My Safety Buddy App or My Safety Buddy Services, please contact Customer Support (<https://www.mysafetybuddy.com.au/contact-us/>).

Technical Support

- **Technical Support Request.** My Safety Buddy, in its sole discretion, will determine what constitutes a Technical Support Request and to the extent permitted by law if the Technical Support Request is resolved.
- **Resolution of Technical Support Request.** Generally, a Technical Support Request is resolved when You receive one of the following:
 - i. Information that resolves the problem;
 - ii. Information on how to obtain a software solution that will resolve the problem;
 - iii. Notice that the problem is caused by a known, unresolved issue or an incompatibility issue with the My Safety Buddy App and/or My Safety Buddy Services;
 - iv. Information that identifies the problem as being resolved by upgrading to a newer release of the My Safety Buddy App and/or My Safety Buddy Services; or
 - v. Notice that the problem has been identified as a hardware equipment issue.
- **Response Times.** My Safety Buddy will make reasonable efforts to respond to a Technical Support Request within a reasonable time, but does not guarantee that a response will be provided within a specific time period.
- **Current Release.** Unless otherwise specified, all the My Safety Buddy App and My Safety Buddy Services must be at their most current release level for support to be provided.
- **Use.** Technical Support is not intended for use for activities in which the failure of Technical Support to attain a desired result could lead to death, personal injury, or severe physical or environmental damage.
- **Exclusions.** Unless otherwise specified, My Safety Buddy will not provide Technical Support Services relating to problems or issues arising out of or from:
 - i. Issues that could be resolved by upgrading the My Safety Buddy App and/or My Safety Buddy Services;
 - ii. Issues that could be resolved by upgrading the operating system of your computer system and/or Mobile Device;
 - iii. The use or modification of the My Safety Buddy App and/or My Safety Buddy Services in a manner for which the My Safety Buddy App and/or My Safety Buddy Services are not intended to be used or modified;
 - iv. Third party products or technologies and their effects on or interactions with the My Safety Buddy App and/or My Safety Buddy Services;

- v. Damage to the media on which the My Safety Buddy App and/or My Safety Buddy Services is provided, or to the computer or Mobile Device on which the My Safety Buddy App and/or My Safety Buddy Services are installed;
 - vi. Use of a computer system and/or Mobile Device that is incompatible with the My Safety Buddy App and/or My Safety Buddy Services; and
 - vii. Issues relating to internet, email, data, wi-fi, SIM cards, Mobile Device configuration, file management, network configuration, scripting, FX scripting, programming, compiling, debugging, infrastructure design, content creation, content customization, multimedia project planning/design, resource management, budgeting, training, and onsite diagnosis.
- **Support Service Plan.** If You require technical assistance to resolve one or more of the excluded items above, contact Customer Support (<https://www.mysafetybuddy.com.au/contact-us/>) to arrange an appropriate Support Service Plan.

Any additional services provided as part of a Support Service Plan will be governed by this Agreement.

You may not assign Your rights or obligations under a Support Service Plan. Any unauthorised assignment will be void.

In the event that Technical Support is provided at Your location as part of a Support Service Plan, You will ensure that My Safety Buddy representatives are granted access to the location at the arranged time and you will provide a safe working environment sufficient for My Safety Buddy to perform the Technical Support.

- **Remote Access Technical Support.** As part of a Support Service Plan, My Safety Buddy may provide Technical Support via internet remote access, whereby it will access, and if permitted by You, control and gather information on Your computer through the installation and use of remote access software. The following applies:
 - i. Installation and use of the remote access software by You indicates Your permission for My Safety Buddy to provide Technical Support in this way.
 - ii. All or portions of the remote access software files may remain on Your computer after the Technical Support session is finished.
 - iii. Title to the remote access software and all intellectual property rights included therein remains with My Safety Buddy. Use of the applicable remote access software may be subject to additional licensing terms.
 - iv. You may not disassemble or reverse engineer any portion of the remote access software.
 - v. While remote access Technical Support is provided, My Safety Buddy will only access, control and gather information on Your computer that We reasonably believe is necessary to analyse and provide assistance for the Technical Support Request. The remote access software or the features of Your computer will allow You to terminate the remote access Technical Support session at any time.

- vi. **Important – My Safety Buddy may be obligated as a matter of law and policy to report to law enforcement certain images if viewed during a session.**
- **Customer Responsibilities.** To receive Technical Support, You are solely responsible for:
 - i. Following the access instructions provided by My Safety Buddy.
 - ii. All fees in establishing and maintaining email and telephone communications with My Safety Buddy.
 - iii. Cooperating with My Safety Buddy when seeking Support Services by providing information necessary to assist My Safety Buddy diagnosing an issue.
 - iv. Any and all restoration or reconstruction of lost or altered files, data, or programs.
 - v. Maintaining and implementing a complete data backup and disaster recovery plan.
 - vi. Any and all security of Your confidential, proprietary or classified information.
 - vii. Not disclosing to My Safety Buddy confidential, proprietary or any information that is subject to intellectual property rights that may expose My Safety Buddy to liability.
 - viii. Having a reasonable understanding of the My Safety Buddy App and My Safety Buddy Services for which You seek Technical Support and the computer system and Mobile Device that they are operating on.
 - ix. Not transferring Technical Support to a third party.
 - x. Taking reasonable measures to prevent the unauthorised distribution and use of Technical Support Services. Technical Support is provided for Your internal use only. Any unauthorised distribution of the Technical Support Services will be grounds for immediate termination of Technical Support.
 - xi. Not abusing the receipt or use of Technical Support, including but not limited to, accessing Technical Support for issues that have already been resolved.
- **Data Protection.** You understand and agree that it is necessary for My Safety Buddy to collect, process and use Your data in order to perform service and support obligations under a Support Service Plan. This may include transferring Your data to a Service Provider in accordance with the terms of the My Safety Buddy Privacy Policy (<https://www.mysafetybuddy.com.au/privacy-policy/>).
- **WARRANTY DISCLAIMER.** ALTHOUGH MY SAFETY BUDDY CANNOT GUARANTEE THAT A TECHNICAL SUPPORT REQUEST WILL BE RESOLVED, MY SAFETY BUDDY WILL MAKE REASONABLE EFFORTS TO PERFORM TECHNICAL SUPPORT IN A PROFESSIONAL MANNER.

Non-Circumvention

Without limiting My Safety Buddy's other rights or remedies, if You engage in actions or activities that circumvent the My Safety Buddy App or My Safety Buddy Services or otherwise reduce fees owed to My Safety Buddy or the Service Providers under this Agreement, You must pay My Safety Buddy for all fees owed to My Safety Buddy and the

Service Providers and reimburse My Safety Buddy for all losses and costs (including any and all time of My Safety Buddy's employees) and reasonable expenses (including legal fees whether incurred by or awarded against My Safety Buddy and/or the Service Providers) related to investigating such breach and collecting such fees. In addition, violations of this Agreement may be prosecuted to the fullest extent of the law and may result in additional penalties and sanctions.

Violation of Terms of this Agreement

- You agree that My Safety Buddy may, in its sole discretion and without prior notice, temporarily suspend, indefinitely suspend, or permanently terminate Your access to the My Safety Buddy App and/or My Safety Buddy Services and/or block Your future access to the My Safety Buddy App and/or My Safety Buddy Services if We determine that You have violated the terms or acted inconsistently with the letter or spirit of this Agreement or other agreements or guidelines which may be associated with Your use of the My Safety Buddy App and/or My Safety Buddy Services.
- You also agree that any such violation by You will constitute an unlawful and unfair business practice, and will cause irreparable harm to My Safety Buddy, for which monetary damages would be inadequate, and You consent to My Safety Buddy obtaining any injunctive or equitable relief that My Safety Buddy deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies My Safety Buddy may have at law or in equity.
- If My Safety Buddy does take any legal action against You as a result of Your violation of the terms of this Agreement or other agreements or guidelines which may be associated with Your use of the My Safety Buddy App and/or My Safety Buddy Services, My Safety Buddy will be entitled to recover from You, and You agree to pay, all reasonable legal fees and costs of such action, in addition to any other relief granted to My Safety Buddy. You agree that neither My Safety Buddy nor a Service Provider(s) will be liable to You or to any third party for termination of Your access to the My Safety Buddy App and My Safety Buddy Services as a result of any such violation.
- If Your My Safety Buddy Account is suspended or closed, You may not use the My Safety Buddy App and My Safety Buddy Services under the same My Safety Buddy Account or a different My Safety Buddy Account or re-register under a new My Safety Buddy Account without My Safety Buddy's prior written consent.

Cancelling Your My Safety Buddy Service

- You may cancel Your subscription to the My Safety Buddy App and/or My Safety Buddy Services at any time by contacting Customer Support (<https://www.mysafetybuddy.com.au/contact-us/>).
- For security reasons, We will contact You to confirm Your request to cancel. There may be a delay between Your initial cancellation request and Our receipt of Your confirmation which then allows Us to cancel. We require all cancellations to be in writing in order to (a) confirm Your identity, (b) confirm in writing that You are prepared for all of Your personal data and files to be removed, and (c) document the request. This process aims to reduce the likelihood of mistakes, fraudulent/malicious requests, and to ensure that You are aware that

Your personal data, files, and account may be removed immediately and permanently after a cancellation request is processed. Throughout this period, relevant charges will continue to apply.

- Your subscription to the My Safety Buddy App and/or My Safety Buddy Services is not considered cancelled until We confirm with You via email that the My Safety Buddy App and/or My Safety Buddy Services have been successfully cancelled. Once Your service has been terminated, You will no longer be able to use the My Safety Buddy App and/or My Safety Buddy Services.
- Any remaining credit and/or unused balance will be forfeited once the service has been cancelled. A final invoice may be sent up to 2 months after cancelling Your subscription to the My Safety Buddy App and/or My Safety Buddy Services and must be paid accordingly.

Account Closure

- You agree that My Safety Buddy may, in its sole discretion and without prior notice, temporarily suspend, indefinitely suspend, or permanently terminate Your access to the My Safety Buddy App and My Safety Buddy Services, for cause, which includes (1) a request by You (self-initiated account deletions), (2) discontinuance or material modification of the My Safety Buddy App or My Safety Buddy Services, (3) unexpected technical issues or problems, (4) requests by law enforcement or other government agencies, (5) in an emergency, (6) acting reasonably if We feel it is appropriate in a certain situation, (7) if We think it will reduce the risk of fraud, or (8) if You fail to pay any fees or charges that are due.
- If Your My Safety Buddy Account is closed for any reason:
 - i. You will no longer have access to data, messages, files, and other material associated with Your My Safety Buddy Account.
 - ii. You understand that any closure of Your My Safety Buddy Account may involve deletion of any content stored in Your My Safety Buddy Account for which My Safety Buddy will have no liability whatsoever.

Third Party Beneficiary

- Your mobile OS is a third party beneficiary of this Agreement, and, upon Your acceptance, such third party beneficiary will have the right (and will be deemed to have accepted the right) to enforce this Agreement against You.

Sales and Refund Terms and Conditions

- Your use of the My Safety Buddy App and My Safety Buddy Services is subject to the My Safety Buddy Sales and Refund Terms and Conditions (<https://www.mysafetybuddy.com.au/sales-refund-terms-conditions/>).

Website Terms and Conditions of Use

- Your use of the My Safety Buddy App and My Safety Buddy Services is subject to the My Safety Buddy Website Terms and Conditions of Use (<https://www.mysafetybuddy.com.au/website-terms-conditions/>).

General

- A waiver of any breach or default under this Agreement shall not constitute a waiver of any subsequent breach or default.
- In this Agreement, the use of the word "including" to refer to specific examples will be construed to mean "including, without limitation" or "including but not limited to" and will not be construed to mean that the examples given are an exclusive list of the topics covered.
- If a court of competent jurisdiction holds that any provision of this Agreement is invalid or unenforceable, the remaining portions will remain in full force and effect, and the parties will replace the invalid or unenforceable provision with a valid and enforceable provision that achieves the original intent of the parties and economic effect of this Agreement.
- This Agreement constitutes the entire agreement between My Safety Buddy and You with regard to the My Safety Buddy App and My Safety Buddy Services provided hereunder and supersedes all prior negotiations, agreements, and understandings with respect to the subject matter. No addition to or deletion from or modification of any of the provisions of this Agreement shall be binding upon My Safety Buddy unless made in writing and signed by an authorised representative of My Safety Buddy.
- Any rights not expressly granted in this Agreement are reserved by My Safety Buddy.
- Any term or condition on any order or other document submitted by You that is inconsistent with these terms shall be of no force or effect whatsoever, and is specifically rejected.
- My Safety Buddy and/or the Service Providers may dispose of, declare a trust over or otherwise create an interest in their rights under this document without Your consent, and may disclose to any potential holder of the right or interest any information relating to this document. You cannot transfer or try to transfer Your rights under this Agreement to anyone else.

Prevailing Language

- The English language version of this Agreement will be controlling in all respects and will prevail in case of any inconsistencies with translated versions, if any.

Complaint Handling

- If You wish to raise any concerns or make a complaint about Our service, please contact Customer Support (<https://www.mysafetybuddy.com.au/contact-us/>).
- We strive to uphold the greatest levels of service and communication so should the unlikely event occur that You need to lodge a complaint against the My Safety Buddy App or My Safety Buddy Services, any of Our staff, or Our general conduct, please make use of the above address.

- We will reply to and address Your complaint as soon as possible and We'll do everything We can to fix the issue You have raised to Us. Our goal is to ensure You have the best possible experience with My Safety Buddy.

Communications from You to My Safety Buddy

- All notices to My Safety Buddy intended to have a legal effect must be in writing and delivered either (a) in person; (b) by a means evidenced by a delivery receipt, to the following address: My Safety Buddy, Attn: Legal, 25 / 347 Bay Road, Cheltenham VIC 3192 Australia; or (c) in writing via Our Customer Support contact form (<https://www.mysafetybuddy.com.au/contact-us/>). All such notices are deemed effective upon receipt by My Safety Buddy.
- My Safety Buddy does not accept service of any legal process by email or mail; all such service should occur by hand delivery on My Safety Buddy or its registered agent for service of process.

Governing Law

- These terms and conditions are governed by the law in force in Victoria, Australia.
- Each party submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in Victoria, Australia, and any court that may hear appeals from any of those courts, for any proceedings in connection with this document, and waives any right it might have to claim that those courts are an inconvenient forum.

Changes to This Agreement

- This Agreement takes effect on and from 28 June 2024, and replaces all My Safety Buddy End User Agreements previously issued.
- This Agreement may be updated by Us from time-to-time at Our sole discretion. You can review the most current version of the Agreement online at any time (<https://www.mysafetybuddy.com.au/end-User-agreement/>). You agree that Your use of the My Safety Buddy App and My Safety Buddy Services will always be subject to the most current version of the Agreement.
- When We post changes to this Agreement, We will revise the "last updated" date at the top of the Agreement. If there are material changes to the Agreement We will notify You either by prominently posting a notice of such changes before they take effect or by directly sending You a notification. It is Your responsibility to periodically review this Agreement.
- Your continued use of the My Safety Buddy App or My Safety Buddy Services following the posting of changes will mean that You accept and agree to the changes.
- If You do not agree to any change, please uninstall and discontinue using the My Safety Buddy App and My Safety Buddy Services.

Questions

If You have any questions about the My Safety Buddy End User Agreement, please contact Customer Support (<https://www.mysafetybuddy.com.au/contact-us/>).

If You do contact Us, please be prepared to provide:

- a) Your name and contact telephone number; and
- b) The email address You used to register for My Safety Buddy.

Acceptance

This Agreement supersedes all prior statements, representations, discussions, negotiations and agreements by You and My Safety Buddy, both oral and written.

You may not accept this Agreement and You may not use the My Safety Buddy App or My Safety Buddy Services if You are not of a legal age or You do not possess legal parental or guardian consent to form a binding contract with My Safety Buddy. If You accept this Agreement, You represent that You have the capacity to be bound by the Agreement.

Depending on the services You use when using the My Safety Buddy App or My Safety Buddy Services, You may be required to agree to additional terms and conditions.

The My Safety Buddy App or My Safety Buddy Services may require You to provide personal information. Your use of the My Safety Buddy App or My Safety Buddy Services is subject to the My Safety Buddy Privacy Policy.

By using the My Safety Buddy App or My Safety Buddy Services, or selecting the applicable "I accept this End User Agreement" button You signify Your agreement with these terms and conditions without modification and You will be taken to have read, understood and agreed to be bound by this End User Agreement.

My Safety Buddy may send You promotional information on products and services from time to time. My Safety Buddy will not disclose Your personal information to any third party advertisers. You can make choices about the receipt of promotional communications at any time by informing My Safety Buddy via the My Safety Buddy App, the My Safety Buddy Web Portal, or contacting Customer Support (<https://www.mysafetybuddy.com.au/contact-us/>). You will then only receive information which We are obligated to give You by law.