



My Safety Buddy Privacy Policy

Last updated 28 June 2024.

Your privacy is of paramount importance to Us. We take important steps to maintain the confidentiality, integrity, and security of Your personal information and comply with all applicable laws including the Privacy Act 1988 (Cth) (“Privacy Act”), the 13 Australian Privacy Principles outlined in the Privacy Act, and the Privacy Amendment (Notifiable Data Breaches) Act 2017 (Cth).

This privacy statement explains what personal data We collect from You and how We use it.

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Incorporation by Reference

The My Safety Buddy Privacy Policy and the rights and obligations contained in the My Safety Buddy Privacy Policy are in addition to and are incorporated into the My Safety Buddy End User Agreement by reference. Nothing in the My Safety Buddy Privacy Policy shall be deemed to modify, waive, amend or rescind any other term of the My Safety Buddy End User Agreement (<https://www.mysafetybuddy.com.au/end-User-agreement/>).

For purposes of this Privacy Policy, each of the following capitalised terms shall be attributed the meaning set forth below:

Data Breach means personal information held by an organisation is lost or subjected to unauthorised access, modification, disclosure, or other misuse. Examples include a computer is stolen from an office or from an unlocked vehicle, a cloud storage app is hacked, employee back up records are lost, a computer virus allows unauthorised access to customer data or personal medical or sensitive data is sent to another customer by mistake, hard drive and other storage media being disposed without the contents first being erased, unauthorised publishing of classified information to an uncontrolled environment e.g. the internet or social media.

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 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 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.

Notifiable Data Breach (NDB) means a Data Breach that is likely to result in Serious Harm to any of the individuals to whom the information relates. Not all Data Breaches will be NDBs.

Serious Harm could include serious physical, psychological, emotional, economic and financial harm, as well as Serious Harm to My Safety Buddy's reputation or brand or one of our stakeholder's reputation or brand.

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 agrees to be bound by these Terms of Use by using the My Safety Buddy App or My Safety Buddy Services; or by accessing, browsing or using the Website; or by making a payment to My Safety Buddy.

Security of Personal Data

My Safety Buddy is committed to bringing You a great service, with the peace of mind that Your information will be protected. We use a variety of industry standard security technologies and procedures to help safeguard Your personal data from unauthorised access, use or disclosure.

My Safety Buddy meets industry standards in mobile application and website security.

For example, We store the personal data You provide on computer systems that have limited access and are in controlled facilities. When We transmit highly confidential data (such as a credit card number or password) over the Internet, We protect it through the use of encryption.

We restrict access to personal information to My Safety Buddy 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.

By using My Safety Buddy App and/or My Safety Buddy Services, You acknowledge and agree that Internet transmissions are never completely private or secure. You understand that any message or information You send may be read or intercepted by others, even if there is a special notice that a particular transmission (for example, credit card information) is encrypted.

Anonymity or Pseudonymity

You can enquire about the My Safety Buddy App and/or My Safety Buddy Services anonymously or by use of a pseudonym. We will be able to discuss services that might be suitable, including costs which might be charged for those services. However, we cannot provide services to someone without confirming their identity.

How We Use Personal Data

My Safety Buddy NEVER (now or in the future) sells or rents Your data. My Safety Buddy uses the data We collect for four basic purposes:

Providing and Improving Our Services

We use data to provide and improve the services We offer and perform essential business operations. This includes operating the services, maintaining and improving the performance of the services, including developing new features, research, and providing customer support.

We use data to carry out Your transactions with Us and to provide Our services to You including:

- **Customer Support.** We use data to diagnose service problems and provide other customer care and support services.
- **Product Activation.** We use data in order to activate accounts that require activation.

- **Service Improvement.** We use data to continually improve Our services, including adding new features or capabilities.
- **Analysis of Usage.** We use analytics software to allow Us to better understand the functionality of the My Safety Buddy App on Your Device and the My Safety Buddy Web Portal. This software may record information such as how often You use the My Safety Buddy App, the events that occur within the My Safety Buddy App, aggregated usage, performance data, and where the My Safety Buddy App was downloaded from.
- **Security, Safety and Dispute Resolution.** We use data to protect the security and safety of Our services and Our customers, to detect and prevent fraud, to confirm the validity of account licenses, to resolve disputes and enforce Our agreements. We may block delivery of a communication or remove content if it violates Our terms.
- **Business Operations.** We use data to develop aggregate analysis and business intelligence that enable Us to operate, protect, make informed decisions, and report on the performance of Our business.

Communications

We use data We collect to deliver and personalise Our communications with You. For example, We may contact You by email or other means to inform You when a subscription is ending, let You know when updates are available, update You or enquire about a service request, invite You to participate in a survey, or tell You that You need to take action to keep Your account active.

Additionally, You choose whether You wish to receive promotional communications by email, SMS, physical mail, and telephone from My Safety Buddy and Our affiliated or unaffiliated business partners through joint marketing agreements. You may receive promotional communications offering You products and services of Our affiliated or unaffiliated business partners that We endorse or sponsor. 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.

Marketing

My Safety Buddy may aggregate usage data and disclose such data only in aggregate and in a non-personally identifiable manner to third parties for marketing and promotional purposes (e.g., how many Users triggered an alarm on a particular day). Aggregated information does not identify You individually.

Non-Personal User Content

We may use Your submitted content such as ratings, reviews, and feedback in a number of different ways, including displaying it on the Website, reformatting it, incorporating it into other works, creating derivative works from it, promoting it, or distributing it. Accordingly, You irrevocably grant My Safety Buddy permission to use Your ratings, reviews, and feedback for any purpose. You also irrevocably grant My Safety Buddy Users the right to access Your ratings, reviews, and feedback in connection with their use of My Safety Buddy.

Personal Data We Collect

My Safety Buddy collects data to operate effectively and provide You the best experiences with Our services.

You have choices about the data We collect. When You are asked to provide personal data, You may decline. If You choose not to provide data that is necessary to provide a service, You may not be able to use some features or services.

You provide some of this data directly, such as when You create a My Safety Buddy account, You choose location updates, an Emergency Notification is activated, You upload Event details, upload photos, audio, and/or video, complete a survey, or contact Us for support. We get some of it by recording how You interact with Our services by, for example, using technologies like cookies, and receiving error reports or usage data from software running on Your device.

We also obtain data from third parties (including other companies). For example, regarding SMS traffic, Monitoring Services, and Mobile Alarm Response Services.

The data We collect depends on the services and features You use, and includes the following:

Name and contact data. We collect Your first and last name, email address, address, phone number, and other similar contact data.

Credentials. We collect passwords and similar security information used for authentication and account access.

Demographic data. We collect data that You provide about You such as Your age, gender, country and preferred language.

Payment data. We collect data necessary to process Your payment if You make purchases, such as Your credit card number, and the security code associated with Your credit card.

Usage data. We collect data about how You interact with Our services. This includes data, such as the features You use, the Emergency Notifications You activate, the items You purchase, the services You use, and the Website pages You visit. This also includes data about Your device, including battery strength and whether it is connected to a Wi-Fi network. This may include the network You use to connect to Our services, including IP address and device identifiers (such as the IMEI number for phones). It may include information about the operating systems and other software installed on Your device. And it includes data about the performance of the services and any problems You experience with them.

Contacts and relationships. We collect data about the My Safety Buddy Users, Administrators and Emergency Contacts that You have, and Your relationship to them. We have access to Your Contacts on Your device so You can look up the contacts on Your device when adding My Safety Buddy Users, Administrators and Emergency Contacts.

Location data. We collect data about Your location, which can be either precise or imprecise. Location data can be Global Position System (GPS) data, as well as data identifying nearby cell towers and Wi-Fi access points. We collect data about Your location when You enable location-based services or features.

Motion detection. My Safety Buddy can collect motion activity. This data can enable features such as the Duress Alarm to be activated by shaking a device or the Man Down Alarm to detect if there has been no movement.

Content. We collect content of Your emergency alarm files and other communications when necessary to provide You with the services You use. For example, if You activate an emergency alarm

We need to collect the content of that Emergency Notification in order to deliver it to Your Emergency Contacts, Account Owner and their Administrators, and to display it to You. We store this data for You until You choose to delete it or until it is deleted automatically by My Safety Buddy. Examples of this data include: the content of Your SMS, photos, and the content transmitted in the event of an emergency alarm activation such as audio only recordings, audio and video recordings, and Emergency Notification emails.

Events. My Safety Buddy syncs event data between the My Safety Buddy Calendar on Your device and the My Safety Buddy Calendar on the My Safety Buddy Web Portal. Depending on Your account settings, Your Emergency Contacts, Account Owner and their Administrators, may have access to event data.

Audio and Video Recordings. Depending on the settings, My Safety Buddy can record audio only recordings or audio and video recordings when an emergency alarm has been activated. This recording is stored on the device and is also transmitted to the My Safety Buddy servers. Your Emergency Contacts and Account Owner and their Administrators, may have access to these files.

IMPORTANT: Legislation covers privacy and the use of Mobile Devices in recording audio, video, tracking, or a combination of these recordings. Ensure:

- 1. You safeguard all recordings.*
- 2. You delete all audio and video recordings from Your phone and from Your My Safety Buddy account as soon as they are no longer required.*
- 3. You, Your Emergency Contact(s), Your Account Owner(s) and their Administrator(s) only transmit recordings when necessary to recipients authorised under relevant legislation.*

Failure to do so may render You liable under that legislation.

My Safety Buddy is not responsible for how You use recording features or Your recordings.

Error Reporting. Error Reporting collects information that is useful for diagnosing and solving a problem that has occurred, such as where the problem happened in the software, the type or severity of the problem, files that help describe the problem, basic software and hardware information, or possible software performance and compatibility problems to help My Safety Buddy understand and improve the My Safety Buddy App and My Safety Buddy Services.

Feedback. We collect the content of messages You send to Us, such as feedback and reviews You write, or questions and information You provide for customer support. When You contact Us, such as for customer support, phone conversations or chat sessions with Our representatives may be monitored and recorded for training, quality assurance and reference purposes.

Any ratings, reviews, and feedback You provide My Safety Buddy shall be deemed to be non-confidential. My Safety Buddy shall be free to use such information on an unrestricted basis

You assume all risks associated with ratings, reviews, and feedback, including reliance on its accuracy, completeness or usefulness, or any disclosure by You of information in Your ratings, reviews, and feedback that make You personally identifiable. You may not imply that ratings, reviews, and feedback are in any way sponsored or endorsed by My Safety Buddy.

We may remove, edit or reinstate ratings, reviews, and feedback at Our sole discretion.

Sensitive Information

Sensitive Information is defined in the Privacy Act 1988. We do not collect Sensitive Information about You.

Unsolicited Personal Information

When We received unsolicited personal information We will determine within a reasonable period after receiving the information whether or not We could have collected the information under Australian Privacy Principle 3 if We had solicited the information.

If We determine that We could not have collected the information under Australian Privacy Principle 3 then We will destroy or permanently de-identify the unsolicited personal information as soon as practicable but only if it is lawful and reasonable to do so.

Non-Personal User Content

You assume all risks associated with ratings, reviews, and feedback, including reliance on its accuracy, completeness or usefulness, or any disclosure by You of information in Your ratings, reviews, and feedback that make You personally identifiable. You may not imply that ratings, reviews, and feedback are in any way sponsored or endorsed by My Safety Buddy.

My Safety Buddy cannot and does not review all ratings, reviews, and feedback, nor does it have any control over the same. Under no circumstances shall My Safety Buddy be held responsible or liable for any claims or damages arising out of any ratings, reviews, and feedback.

We may remove, edit or reinstate ratings, reviews, and feedback at Our sole discretion.

Ideas

You may submit comments, feedback, questions, suggestions or ideas about My Safety Buddy, including without limitation about how to improve My Safety Buddy (“Ideas”). By submitting any Ideas, You agree that: (a) Your disclosure is gratuitous, unsolicited, and without restriction and will not place My Safety Buddy under any fiduciary or other obligation, (b) Your Ideas do not contain the confidential or proprietary information of third parties, (c) Your Ideas shall be deemed and remain the property of My Safety Buddy, and (d) My Safety Buddy is free to use the Ideas without any additional compensation to You and to disclose the Ideas on a non-confidential basis or otherwise to anyone. You further acknowledge and agree that, by acceptance of Your submission, My Safety Buddy does not waive any rights to use similar or related ideas known or developed by My Safety Buddy or obtained from sources other than You.

Your My Safety Buddy Account.

When You create a My Safety Buddy account, You will be asked for certain personal data and We will assign a unique ID number to identify Your account and associated information. Some data You provide, such as Your email address and phone number, can be used to help others find and connect with You within the My Safety Buddy App and/or My Safety Buddy Services. For example, to invite You to join their My Safety Buddy Network or for You to invite them to Your My Safety Buddy Network.

Signing in to My Safety Buddy

When You sign into Your My Safety Buddy account, We create a record of Your sign-in, which includes the date and time, Your sign-in name, and the unique number assigned to Your account.

When You sign into Your account, You will stay signed in until You sign out.

Administrators

If You create an Administrator(s) for Your My Safety Buddy Account or My Safety Buddy Network, the Administrator(s) may control and administer Your account, and access and process Your data, including the contents of Your communications and files.

All liability lies with You when nominating an Administrator(s).

Joining a My Safety Buddy Network

If You join a My Safety Buddy Network, the Account Owner and their Administrators may control and administer Your account, and access and process Your data, including the contents of Your communications and files.

Your use of the services may be subject to the Account Owner's policies, if any.

My Safety Buddy is not responsible for the privacy or security practices of these Account Owners and/or Administrators, which may differ from those of My Safety Buddy.

Enterprise Services

Enterprise Services are those My Safety Buddy services and related offerings that are offered or designed primarily for use within an enterprise, for which an organisation (Our "customer") contracts with My Safety Buddy for the services.

In the event of a conflict between a My Safety Buddy privacy statement and the terms of any agreement(s) between a customer and My Safety Buddy, the terms of those agreement(s) between a customer and My Safety Buddy will control.

My Safety Buddy is not responsible for the privacy or security policies or practices of Our customers, which may differ from those of My Safety Buddy.

If Your organisation is administering Your use of the Enterprise Services, please direct Your privacy enquiries to Your administrator.

Reasons We Share Personal Data

We share Your personal data with Your consent or as necessary to complete any transaction or provide any service You have requested or authorised. For example, We share Your content with third parties when You tell Us to do so, such as when You share an image with a friend, activate an emergency alarm, join a My Safety Buddy Network or send an SMS within My Safety Buddy.

When You provide payment data to make a purchase, We will share payment data with banks and other entities that process payment transactions or provide other financial services, and for fraud prevention and credit risk reduction.

We share personal data among My Safety Buddy-controlled affiliates and subsidiaries. We also share personal data with vendors or agents working on Our behalf for the purposes described in this statement. For example, companies We have hired to provide customer service support or assist in

protecting and securing Our systems and services may need access to personal data in order to provide those functions. In such cases, these companies must abide by Our data privacy and security requirements and are not allowed to use personal data they receive from Us for any other purpose.

We may share Your personal data with another company if We are selling or merging any part of Our business.

We will access, disclose and preserve personal data, including Your content (such as the content of Your emergency alarm files), when We have a good faith belief that doing so is necessary to:

- Comply with applicable law or respond to valid legal process, including from law enforcement or other government agencies;
- Protect Our customers, for example to prevent spam or attempts to defraud Users of the services;
- Help prevent the loss of life or serious injury of anyone;
- Operate and maintain the security of Our services, including to prevent or stop an attack on Our computer systems or networks; or
- Protect the rights or property of My Safety Buddy, including fraud protection and enforcing the terms governing the use of the services.

Please note that some of Our services include links to services of third parties whose privacy practices differ from My Safety Buddy's. If You provide personal data to any of those services, Your data is governed by their privacy statements.

Government Information Requests

My Safety Buddy cooperates fully with law enforcement agencies.

When We receive information requests from government agencies or law enforcement agencies, We require that it be accompanied by the appropriate legal documents such as a subpoena. We believe in being as transparent as the law allows about what information is requested from Us. We carefully review any request to ensure that there is a valid legal basis for it. And We limit Our response to only the data law enforcement is legally entitled to for the specific investigation.

We also respond to emergency requests worldwide where My Safety Buddy believes in good faith that an emergency involving imminent danger of death or serious physical injury to any person requires immediate disclosure.

If We are legally compelled to divulge any information, We provide notice to the customer when allowed and deliver the narrowest set of information possible in response.

How to Access & Control Your Personal Data

You can view or edit Your personal data online. You can also make choices about My Safety Buddy's collection and use of Your data.

If You wish to access or edit the profile information and payment information in Your My Safety Buddy account, change Your password, change permissions for others to access Your profile information, add or remove Administrators, add or remove Emergency Contacts, You can do so by visiting:

<https://www.mysafetybuddy.com.au/MsbApp/>

If You cannot access personal data collected by My Safety Buddy, You can always contact Customer Support (<https://www.mysafetybuddy.com.au/contact-us/>). We will respond to requests to access or delete Your personal data within 30 calendar days.

You may ask Us for a copy of the personal information We have about You. Generally, We will provide it as long as it is reasonably retrievable and within Our control. You must make Your request in writing to Customer Support (<https://www.mysafetybuddy.com.au/contact-us/>). We reserve the right to charge an administration fee for processing such a request.

If You tell Us what We know about You is incorrect, We will review it. If We agree, We will update Our records. Otherwise, You may dispute Our findings in writing.

Account Closure

To request the deletion of Your My Safety Buddy Account, send Your request in writing to Customer Support (<https://www.mysafetybuddy.com.au/contact-us/>).

Data Breaches

Examples of a Data Breach which may meet the definition of an eligible Data Breach in accordance with the Privacy Amendment (Notifiable Data Breaches) Act 2017 (Cth) include:

- A device containing customer personal information is lost or stolen e.g. a laptop;
- A database containing personal information is hacked; or
- Personal information is mistakenly provided to the wrong person.

In the event of a Data Breach, we will follow our Notifiable Data Breach Procedure.

We will notify You, in the way We normally communicate with You, in accordance with the Privacy Amendment (Notifiable Data Breaches) Act 2017 (Cth) if Your personal information is impacted by a Data Breach if:

- There is unauthorised access to, or unauthorised disclosure of, Your personal information; and
- Your personal information is lost in circumstances where unauthorised access to, or unauthorised disclosure of, the information is likely to occur; and
- Assuming that unauthorised access to, or unauthorised disclosure of, the information were to occur, a reasonable person would conclude that the access or disclosure would be likely to result in Serious Harm to You which can include physical, physiological, emotional, economic or reputational harm.

If We are unable to contact You individually, We will publish a notification on Our website and take reasonable steps to publicise the substance of the Data Breach to increase the likelihood that the eligible Data Breach will come to Your attention.

We will also notify the Office of the Australian Information Commissioner in accordance with the Privacy Amendment (Notifiable Data Breaches) Act 2017 (Cth).

Your Communications Preferences

You can choose whether You wish to receive promotional communications from My Safety Buddy. If You receive promotional email, SMS or device notification messages from Us and would like to opt out, You can do so by following the directions in that message. You can also make choices about the receipt of promotional communications by signing into Your My Safety Buddy account which allows You to update contact information and to manage contact preferences in the “Personal Details” section of Your “My Profile”.

These choices do not apply to mandatory service communications that are part of certain My Safety Buddy App and My Safety Buddy Services, or to surveys or other informational communications that have their own unsubscribe method.

Consent to Receive Electronic Communications

You consent to receive communications via email, SMS and device notification regarding the My Safety Buddy App and My Safety Buddy Services.

You understand that certain categories of information ("Communications") may be provided by My Safety Buddy to You by electronic means. The categories of Communications that may be provided by electronic means include:

- a) Any amendments, modifications, or supplements to the My Safety Buddy App and/or My Safety Buddy Services policies, terms and conditions;
- b) Records of any payment and other activity through the My Safety Buddy App and/or My Safety Buddy Services, including payment histories and transaction confirmations.
- c) Disclosures, notices or Emergency Notifications provided in connection with the My Safety Buddy App and/or My Safety Buddy Services, including any required by law.
- d) Any customer service communications, including communications with respect to claims of error or unauthorised use of the My Safety Buddy App and/or My Safety Buddy Services.
- e) Any other communication related to the My Safety Buddy App and/or My Safety Buddy Services.

If You wish to withdraw Your consent to have Communications provided electronically, You must uninstall Your account and stop using My Safety Buddy.

Cookies & Similar Technologies

My Safety Buddy uses cookies (small text files placed on Your device) and similar technologies to provide Our services and help collect data. The text in a cookie often consists of a string of numbers and letters that uniquely identifies Your computer or device, but it can contain other information as well. The My Safety Buddy App uses other identifiers for similar purposes.

My Safety Buddy uses cookies and similar technologies for several purposes, including:

Storing Your preferences and settings. To enable Our services to operate correctly or to maintain Your preferences over time.

Sign-in and Authentication. When You sign into the Website using Your personal My Safety Buddy account, the cookie allows You to move from page to page within the Website without having to sign in again on each page.

Analytics. In order to provide Our services, We use cookies and other identifiers to gather usage and performance data. For example, We use cookies to count the number of unique visitors to a web or device page or service and to develop other statistics about the operations of Our services.

Third Party Cookies

Third parties may also set cookies when You visit My Safety Buddy sites because We have hired the third party to provide services on Our behalf, such as site analytics.

How to Control Cookies

Most web browsers automatically accept cookies but provide controls that allow You to block or delete them. Instructions for blocking or deleting cookies are usually available in each browser's privacy or help documentation.

If You choose to delete cookies, settings and preferences controlled by those cookies may be deleted and may need to be recreated.

Where We Store and Process Personal Data

Personal data collected by My Safety Buddy may be stored and processed in any country where My Safety Buddy or its affiliates, subsidiaries or service providers maintain facilities. We take steps to ensure that the data We collect under this privacy statement is processed according to the provisions of this statement and the requirements of applicable law wherever the data is located.

Personal data collected by My Safety Buddy relating to Users in Australia is stored in Australia only.

Our Retention of Personal Data

My Safety Buddy retains personal data for as long as necessary to provide the services and fulfill the transactions You have requested, or for other essential purposes such as complying with Our legal obligations, resolving disputes, and enforcing Our agreements. For example:

- **Emergency alarm files.** We delete them from Our system after no more than 62 calendar days if You have not deleted them prior to that time.
- **Credit Cards.** If You remove a credit card from Your account, My Safety Buddy will retain transaction records containing Your credit card number for as long as reasonably necessary to complete any existing transactions, to comply with My Safety Buddy's legal and reporting requirements, and for the detection and prevention of fraud.

We will destroy or permanently de-identify personal information when We no longer need it or it is no longer required to be kept for legal purposes.

Collection of Data from Children

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.

Once legal parental or guardian consent is granted, the child's My Safety Buddy account is treated much like any other My Safety Buddy account.

Parents can change or revoke the consent choices previously made, and review, edit or delete their children's personal data in the "Personal Details" section of the child's profile.

My Safety Buddy Social Network Channels

The following conditions relate to activities and expectations within the My Safety Buddy social media pages, blog or community forums and any other publicly accessible portions of the My Safety Buddy Website.

My Safety Buddy cannot and does not review all content on My Safety Buddy Social Network Channels, nor does it have any control over the same. Under no circumstances shall My Safety Buddy be held responsible or liable for any claims or damages arising out of any content on My Safety Buddy Social Network Channels.

Search Information

Before posting a new question, We recommend that You search previous posts within the My Safety Buddy Community because the answer You want may already exist in a previous discussion. If it's not there, please feel welcome to ask.

Ownership of Public Comments

All comments made on public forums (Our Website, blog, social media pages etc) can be traced back to You. We have access to information such as Your email address, Your name and the date and time You posted the comment. My Safety Buddy will not be held responsible for such content. My Safety Buddy reserves the right to delete any posts from Our social network channels that are in breach of Our policies.

Personal Information

Privacy is important to My Safety Buddy, so We strongly advise that You do not provide any personal details, including Your phone number, address, and email in any public or community forum within the My Safety Buddy Website or on any other publicly accessible forum. Adhering to Our Privacy Policy is important because there is very little We can do to assist once Your personal information has been published publicly.

You assume all risks associated with ratings, reviews, and feedback, or any disclosure by You of information that make You personally identifiable.

Appropriate Treatment of Others

We insist Our staff treat Our Users with respect and dignity, and We expect the same from Our Users.

You are encouraged to share Your opinions about the My Safety Buddy App and My Safety Buddy Services. However You must not author comments which are:

- Offensive, abusive, victimising, threatening or harmful to a particular person or group;
- Racist, sexist or homophobic;
- Pornographic, obscene, profane or vulgar;

- Against the law;
- Spam messages, contain a virus, or links and information from unsafe websites; or
- Advertising any products or services.

Community Guidelines

We acknowledge criticism of My Safety Buddy, the My Safety Buddy App and My Safety Buddy Services, policies and performance, but We will not allow continual misrepresentation of My Safety Buddy, the My Safety Buddy App or My Safety Buddy Services.

You assume all risks associated with reliance on the accuracy, completeness or usefulness of ratings, reviews, feedback, and content.

You must not imply that content is in any way sponsored or endorsed by My Safety Buddy.

Any content that would potentially place Us (or You) in legal jeopardy will be immediately removed and reported. This includes material or links posted in potential breach of trademark or copyright, any material that has been illegally downloaded or purchased, potentially defamatory comments, and includes offensive profile pictures that contain profanities or indecent imagery.

You must not make unsolicited use of forum members' personal information.

A breach of these guidelines will have a direct result on Your account. We will edit or delete offending comments and/or the rest of the post or thread whether valid or not. We may, at Our discretion, temporarily suspend, indefinitely suspend, or permanently terminate offenders from the My Safety Buddy App and/or My Safety Buddy Services.

If a serious breach of these guidelines is reported, We may also be obliged to take legal action. We reserve the right to take action in any disagreement or argument, and will take action proportional to the offense.

Reporting Bad Behaviour

You have the right to report anything You feel is inappropriate or offensive. To do this, contact Customer Support (<https://www.mysafetybuddy.com.au/contact-us/>) to state Your valid reason for the complaint.

Zero Tolerance

My Safety Buddy has a zero tolerance policy for behaviour in breach of the conditions set out in this section.

Moderation Explanations

If You find that Your comment or thread was deleted, We request that You do not begin a new thread enquiring about why a previous comment/thread was removed. If You require an explanation for why Your thread was removed, contact Customer Support (<https://www.mysafetybuddy.com.au/contact-us/>).

Prevailing Language

The English language version of this document 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 Policy

This policy takes effect on and from 28 June 2024, and replaces all My Safety Buddy Privacy Policies previously issued.

This policy may be updated by Us from time-to-time at Our sole discretion to reflect changing legal requirements, customer feedback and changes in Our services. You can review the most current version of the policy online at any time (<https://www.mysafetybuddy.com.au/privacy-policy/>). You agree that Your use of My Safety Buddy will always be subject to the most current version of this policy.

When We post changes to this policy, We will revise the "last updated" date at the top of the policy. If there are material changes to the policy or in how My Safety Buddy will use Your personal data,

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 policy to learn how My Safety Buddy is protecting Your information.

Your continued use of My Safety Buddy following the posting of changes will mean that You accept and agree to the changes.

If You do not agree to any change, please do not provide Your personal information to My Safety Buddy and please discontinue using the My Safety Buddy App and My Safety Buddy Services.

Questions

If You have any questions about the My Safety Buddy Privacy Policy, 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 My Safety Buddy Privacy Policy supersedes all prior statements, representations, discussions, negotiations and agreements by You and My Safety Buddy, both oral and written.

You may not agree to be bound by the My Safety Buddy Privacy Policy 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 do so. If You agree to be bound by the My Safety Buddy Privacy Policy, You represent that You have the capacity to be bound by the My Safety Buddy Privacy Policy.

By using My Safety Buddy You represent that You have the capacity to be bound by the My Safety Buddy Privacy Policy and You signify Your agreement with the My Safety Buddy Privacy Policy without modification and You will be taken to have read, understood and agreed to be bound by the My Safety Buddy Privacy Policy.

IF YOU DO NOT AGREE TO BE BOUND BY THE MY SAFETY BUDDY PRIVACY POLICY, DO NOT USE THE MY SAFETY BUDDY APP OR MY SAFETY BUDDY SERVICES.