



## **My Safety Buddy Sales and Refund Terms and Conditions**

*Last updated 28 June 2024.*

At My Safety Buddy We are here for You. We want You to be 100% confident when purchasing from My Safety Buddy.

If You are not completely satisfied with Your purchase, in addition to any rights You may have as a consumer under the Competition and Consumer Act and other applicable Australian consumer protection laws and regulations, You may also be eligible to return the item for a refund under My Safety Buddy's Sales and Refund Terms and Conditions.

If any product or service You purchase from Us is not fit for its usual purpose or of acceptable quality (through no fault of Your own), We will gladly exchange it, cancel it, refund it, or can arrange for it to be repaired subject to the terms and conditions below.

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## Incorporation by Reference

The My Safety Buddy Sales and Refund Terms and Conditions and the rights and obligations contained in the My Safety Buddy Sales and Refund Terms and Conditions are in addition to and are incorporated into the My Safety Buddy End User Agreement by reference. Nothing in the My Safety Buddy Sales and Refund Terms and Conditions 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 these Terms and Conditions, each of the following capitalised terms shall be attributed the meaning set forth below:

**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.

**Website** means the My Safety Buddy website located at [www.mysafetybuddy.com.au](http://www.mysafetybuddy.com.au), the My Safety Buddy Web Portal located at [www.mysafetybuddy.com.au/MsbApp/](http://www.mysafetybuddy.com.au/MsbApp/), and all associated sites linked to [www.mysafetybuddy.com.au](http://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 and Conditions by making a payment to My Safety Buddy.

## Consumers Only

My Safety Buddy sells and ships products to end-User customers only and, to the extent permitted by applicable law, We reserve the right to refuse or cancel Your order if We suspect You are purchasing for resale.

## Goods and Services

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

### Problems with Your Product

If You are having trouble with the My Safety Buddy App or My Safety Buddy Services, please review our FAQs (<https://www.mysafetybuddy.com.au/faq/>).

If You are still unable to resolve the problem, please contact Customer Support (<https://www.mysafetybuddy.com.au/contact-us/>).

If You're having trouble with a non-My Safety Buddy product or service, please contact the manufacturer or supplier directly for information.

### Unauthorised Modifications

Making unauthorised modifications to the software of My Safety Buddy App violates the My Safety Buddy End User Agreement. Should You be unable to use My Safety Buddy due to an unauthorised software modification, its repair will not be covered under the warranty. This will not affect any rights to which You may otherwise be entitled under the Australian Consumer Law and other applicable Australian consumer protection laws and regulations.

### Refund Eligibility

Only first-time accounts are eligible for a refund. For example, if You have had an account with Us before, cancelled and signed up again, or if You have opened a second account with Us, You will not be eligible for a refund.

### Refund Methods

Note: For goods, Your refund will be issued after We receive the item(s) you are returning to us.

The way Your refund is processed depends on Your original payment method.

- Credit card refunds will be sent to the card-issuing bank within five (5) business days of receipt of the returned item or cancellation of the service. Please contact the card-issuing bank with questions about when the credit will be posted to Your account.
- For direct deposit payments, You will need to provide Us with the following bank details:

Account Holder Name:

Bank Account Number:

Bank Name:

BSB:

Please note that refunds can only be remitted to a local bank account where the Bank Account Holder name is the same as the Billing Contact filled in when placing the order. Please allow up to ten (10) business days for Us to post the refund to Your account.

#### Prepaid Services

Prepaid purchases such as Support Service Plans and annual subscriptions are non-refundable and cannot be redeemed for cash or a credit of any kind. Specific terms and conditions are included with each service.

#### Incorrect or Damaged Items

If You received the wrong product or it was damaged during shipping, please contact Customer Support (<https://www.mysafetybuddy.com.au/contact-us/>).

#### How to Complete Your Return

To return an item, please contact Customer Support (<https://www.mysafetybuddy.com.au/contact-us/>).

#### Pricing

Details of the plans and associated pricing are available at any time from Our Website (<https://www.mysafetybuddy.com.au/pricing/>)

#### Price Adjustments

My Safety Buddy reserves the right to change prices or any other charges at any time. We will provide You with notice of at least thirty (30) calendar days before charging You with any price change.

It is Your sole responsibility to periodically review billing information provided by My Safety Buddy, including notices sent or posted by My Safety Buddy.

#### Monthly Subscriptions

If You have subscribed to My Safety Buddy on a monthly subscription, the price change will come into effect on the day nominated by Us that is at least thirty (30) calendar days after the date of notice for the price change.

#### Annual Subscriptions

If You have subscribed to My Safety Buddy on an annual subscription with less than 1 year remaining, the price change will come into effect on the day after the latter of:

- i. the last day of the current subscription term; and
- ii. a notice period of at least thirty (30) calendar days.

If You have subscribed to My Safety Buddy on an annual subscription with multiple years remaining then the price change will come into effect on the day after the last day of the last year of the subscription agreement.

## GST

Prices may be displayed inclusive of GST or exclusive of GST.

## Currency

All prices are provided in Australian Dollars.

## Free Trials

From time to time, We may offer free trials of certain subscriptions for a specified period of time without payment. If We offer You a free trial, the specific terms of Your free trial will be provided in the marketing materials describing the particular trial or at registration.

When You register for a My Safety Buddy subscription (that commences with or without a free trial period), You are registering for a continuous recurring subscription contract. Your subscription is continuous until You cancel it or We suspend or stop providing access to the My Safety Buddy App and My Safety Buddy Services in accordance with these terms.

You must pay My Safety Buddy for Your subscription for as long as Your subscription continues after any free trial period.

We reserve the right to modify or terminate free trials at any time, without notice and at Our sole discretion.

## Order Confirmation

Once You have placed an order, You will receive an Order Confirmation email to confirm Your order details, including any applicable shipping and delivery estimates.

If You have any questions regarding the status of Your order, please contact Customer Support (<https://www.mysafetybuddy.com.au/contact-us/>).

## Invoices

You must pay all 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/>).

Invoices will detail the charges for the billing period where applicable for:

- The Users in Your My Safety Buddy Network;
- My Safety Buddy SMS;
- My Safety Buddy Monitoring Service;
- Mobile Alarm Response Services;
- Excessive Use;
- Support Services; and
- Any additional charges.

All invoices will be sent by email. Invoices will not be mailed to You. You may print the invoice from the invoice email if a hardcopy is required.

Multiple invoices cannot be changed to a single invoice.

Previous invoices can be provided on request through Customer Support (<https://www.mysafetybuddy.com.au/contact-us/>). My Safety Buddy may charge a fee for this service.

Invoices will not include usage history detailing individual My Safety Buddy Emergency Notification or My Safety Buddy SMS usage events.

Invoices will be provided for Ancillary Items.

#### Final Invoice

A final invoice may be sent up to 2 months after cancelling Your My Safety Buddy services and must be paid accordingly.

### Payment

By making payment, You agree to all of the terms set forth in the terms of this Sales and Refund Terms and Conditions.

It is Your responsibility to ensure that Your payment information is up to date, and that all fees and charges are paid on time.

Payment transactions may be initiated by You. Alternatively payment transactions may be made automatically via Your nominated payment method by Us on a recurring subscription basis.

You acknowledge that the amount billed may vary due to promotional offers, changes to Your subscription or changes in applicable taxes or other charges, and You authorise Us (or Our third party payment processor) to charge Your payment method for the corresponding amount.

Payments are non-refundable once credited to Your My Safety Buddy Account.

#### Payment Methods

In order to use certain My Safety Buddy services, You must provide account information for at least one payment method that We accept. My Safety Buddy accepts payments by direct debit, credit card, and in some cases post-paid direct deposit or pre-paid direct deposit.

My Safety Buddy may change the acceptable payment methods from time to time at Our sole discretion.

My Safety Buddy utilises third party gateways, payment processors, merchant acquirers and/or merchant acquiring banks (collectively, "Payment Processing Partners") and both You and My Safety Buddy are subject to the rules and regulations of such Payment Processing Partners.

You authorise My Safety Buddy to run credit card authorisations on all credit cards provided by You, to store credit card and banking or other financial details as Your method of payment for the My Safety Buddy App and/or My Safety Buddy Services, and to charge Your credit card or any other accepted payment method.

By providing payment method information to My Safety Buddy, You represent, warrant, and covenant that: (a) You are legally authorised to provide such information to My Safety Buddy; (b) You are legally authorised to perform payments using the payment method(s); (c) You will indemnify and hold My Safety Buddy harmless from any claims by any other owner of the account; and (d) such

action does not violate the terms and conditions applicable to Your use of such payment method(s) or applicable law.

When You authorise a payment using a payment method via My Safety Buddy, You represent, warrant, and covenant that there are sufficient funds or credit available to complete the payment using the designated payment method. To the extent that any amounts owed under these Terms and Conditions cannot be collected from Your payment method(s), You are solely responsible for paying such amounts by other means.

#### Pre-Paid Direct Deposit

To pre-pay for Your purchase using a Direct Deposit:

- Place Your order with a My Safety Buddy Representative (<https://www.mysafetybuddy.com.au/contact-us/>).
- Obtain the final dollar total of Your order including tax and any applicable shipping charges from the My Safety Buddy Representative.
- Electronically transfer the total dollar amount of Your order using the routing information provided by the My Safety Buddy Representative.
- Reference Your order number with Your payment.
- Scan a copy of Your deposit slip and email the attachment to the following email address: [accounts@mysafetybuddy.com.au](mailto:accounts@mysafetybuddy.com.au).
- Please allow two (2) business days for My Safety Buddy to receive Your payment and start processing Your order.

#### Post-Paid Direct Debit

Typically post-paid Direct Debit is billed on an automatically recurring basis, automatic top-up basis, or automatic payment when used basis to prevent any disruption to Your My Safety Buddy Services, using Your credit card or other billing information on file with Us.

You can opt out of Direct Debit payment arrangements at any time.

#### Post-Paid Direct Deposit

At My Safety Buddy's discretion, You may qualify for My Safety Buddy's credit terms, in which case payment by direct deposit electronic transfer will be due fourteen (14) calendar days from the date of My Safety Buddy's invoice.

#### Credit Cards

##### *International Credit Cards*

If You are paying for the My Safety Buddy App and/or My Safety Buddy Services with an international Visa, MasterCard, or American Express credit card, please note that the purchase price may fluctuate with exchange rates.

Your bank or credit card issuer may also charge You foreign conversion charges and fees, which may also increase the overall cost of Your purchase. Please contact Your bank or credit card issuer regarding these fees.

Exchange rate fluctuations for international payments are constant and unavoidable. All refunds are processed in Australian dollars and will reflect the exchange rate in effect on the date of the refund. All refunds are subject to this fluctuation and My Safety Buddy is not responsible for any change in exchange rates between the time of payment and the time of refund.

### *Unauthorised Credit Card Transactions*

You should IMMEDIATELY tell Your financial institution if You believe:

- Your Credit Card details may be compromised;
- That an electronic fund transfer has been made without Your permission; or
- If the statement from Your financial institution shows transfers that You did not make.

Your liability for an Unauthorised Credit Card Transactions may be affected by the timeliness of Your notification to Your financial institution.

### *Troubleshooting Credit Cards*

Troubleshooting credit card and debit card payment errors:

- For new or recently reissued cards, the card needs to be activated first.
- Remove any dashes or spaces for the card number.
- Check that the card type (American Express, Masters, Visa), card number, expiration date, CCV (credit card verification code is the unique three or four digit number printed on the front (American Express) or back (Visa and MasterCard) of Your card), and the billing address are correct.
- If You have recently moved or are unsure of Your billing address, please contact Your bank or card-issuer to confirm.
- If You do not have sufficient credit limit, please check with Your bank or card issuer.
- If You have exceeded Your daily spending limit, please check with Your bank or card issuer.
- If everything seems to be correct, please contact Your bank or card issuer. Your bank or card issuer may need to verify with You before they authorise Your purchase.

### Automatic Payment Failure

If Your automatic payment fails for any reason:

- We will attempt to process the failed automatic payment three (3) business days later.
- If Your automatic payment fails for any reason on the second attempt, We will attempt to process the failed automatic payment a further three (3) calendar days later.



- If Your automatic payment fails for any reason on the third attempt, We will attempt to process the failed automatic payment a further three (3) calendar days later.
- If during this time the automatic payment is successful, You and Your Users will continue to have access to Your My Safety Buddy Account.
- If You do not make payment within thirty (30) calendar days, Your Users will be removed from Your My Safety Buddy Account. If this does occur You will be able to invite Your Users to re-join Your My Safety Buddy Network once all outstanding amounts have been paid.
- We will notify You with instructions on how to manually make payment in order for access for You and Your Users to Your My Safety Buddy Account to be reinstated.
- Automatic payment at the end of every billing period may resume once all outstanding amounts have been paid.
- My Safety Buddy reserves the right to charge a Dishonour Fee where We have attempted to take a payment from Your nominated payment method and that payment request has been declined by Your financial institution.

#### Changing Payment Method

To change to an alternative payment method that We accept, You will need to contact Customer Support (<https://www.mysafetybuddy.com.au/contact-us/>) for assistance to cancel Your existing payment method and to setup Your preferred payment method. Please note that when cancelling credit card orders, it can take up to five (5) business days for the payment authorisation to be removed by Your credit card company..

#### Payment Delays

Payments may be delayed or prevented by a variety of factors such as delays in processing payments by financial institutions. My Safety Buddy cannot guarantee the timeliness of payments or when they may be credited to Your account.

My Safety Buddy cannot take responsibility for loss, damage, delays or incorrect top-ups as a result of invalid payment details or declined payment requests.

#### Overdue Payments

Any overdue amounts (unless You dispute an amount of the invoice in accordance with the Dispute Resolution section) shall be subject to a finance charge at the rate of 1.5% per month commencing on the date such amount becomes overdue, or the highest rate permitted by applicable law, whichever is lower. All applicable local sales or use taxes, duties and other imposts, if any, due on account of purchases hereunder shall be paid by You.

If the invoice remains outstanding after thirty-one (31) calendar days, the overdue debt may be referred to a debt collection agency for further action.

My Safety Buddy may pursue the collection costs incurred by My Safety Buddy, including without limitation, any arbitration and legal fees. My Safety Buddy will not activate new orders for You if You have an outstanding balance on Your account.

My Safety Buddy's right to require payment of interest and/or collection costs does not affect any other rights and remedies it may have in relation to any failure to pay an amount due under these Terms and Conditions.

### Order Cancellation

If You cancel Your order before it has been billed, My Safety Buddy will contact the financial institution within three (3) business days to request the authorisation reversal. Any authorisations placed on Your payment method can take up to thirty (30) calendar days to reverse, depending on the financial institution. Contact Your financial institution for their specific timeframes.

### Fraud

It is a violation of these terms and conditions for You to misuse or fraudulently use credit cards, debit cards, electronic funds transfers, or any other payment method. My Safety Buddy may report any such misuse or fraudulent use, as determined in My Safety Buddy's sole discretion, to government and law enforcement authorities, credit reporting services, financial institutions and/or credit card companies.

### My Safety Buddy Subscriptions

My Safety Buddy offers combinations of My Safety Buddy products and services bundled into plans.

You are required to subscribe to one of the My Safety Buddy plans to use My Safety Buddy.

WHEN YOU REGISTER FOR A SUBSCRIPTION, YOU EXPRESSLY ACKNOWLEDGE AND AGREE TO:

(A) A RECURRING SUBSCRIPTION CONTRACT WITH MY SAFETY BUDDY ON A MONTHLY, QUARTERLY, ANNUAL, OR OTHER TEMPORAL BASIS THAT YOU SELECT WHEN SIGNING UP FOR THE MY SAFETY BUDDY APP OR MY SAFETY BUDDY SERVICES.

(B) PAY MY SAFETY BUDDY ON A MONTHLY, QUARTERLY, ANNUAL, OR OTHER BASIS AS APPLICABLE FOR YOUR SUBSCRIPTION (IN ADDITION TO ANY APPLICABLE TAXES AND OTHER CHARGES) FOR AS LONG AS YOUR SUBSCRIPTION CONTINUES; AND

(C) YOUR SUBSCRIPTION IS CONTINUOUS UNTIL YOU CANCEL IT OR WE SUSPEND OR STOP PROVIDING ACCESS TO THE MY SAFETY BUDDY APP AND MY SAFETY BUDDY SERVICES IN ACCORDANCE WITH THESE TERMS.

The products and services included in Your My Safety Buddy subscription are as per My Safety Buddy's published plans, unless otherwise agreed in writing.

All Users within a My Safety Buddy Network must be subscribed to the same My Safety Buddy plan.

Details of the My Safety Buddy plans and associated pricing are available at any time from Our Website (<https://www.mysafetybuddy.com.au/pricing/>)

Please contact Customer Support (<https://www.mysafetybuddy.com.au/contact-us/>) for further information.

### Plan Adjustments

My Safety Buddy reserves the right to change from time to time at Our sole discretion which plans are available and the combination of products, features and services offered within each plan.

It is Your sole responsibility to periodically review plan information provided by My Safety Buddy, including notices sent or posted by My Safety Buddy.

We may make changes to the plan You have subscribed to 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 an increase in services included within the plan).

If We are planning on making changes to the plan You have subscribed to and that change will have a direct and detrimental effect on Your service (for example a decrease in services included within the plan) You will be advised at least thirty (30) calendar days prior to that change taking effect.

If You continue to use the My Safety Buddy App and/or My Safety Buddy Services after being notified of the changes, You are bound by the updated Terms from the effective date of the updated Terms.

### Cancellation

You may cancel Your subscription at any time by contacting Customer Support (<https://www.mysafetybuddy.com.au/contact-us/>). Such cancellation notice must be sent by the designated Account Owner or an authorised representative.

In the event You cancel Your subscription, You will be responsible for all fees and any applicable taxes and other charges through to the cancellation date.

Inactivity does not constitute automatic cancellation so unless You cancel Your subscription You will continue to be charged for Your subscription to the My Safety Buddy App and My Safety Buddy Services.

If You are interested in cancelling Your subscription, We may provide You with the option of pausing Your subscription for a certain period of time. During the pause period, Your account will remain active in Our system, and We will retain the data associated with Your account. The collection, use and disclosure of such data will continue to be subject to Our Privacy Policy.

In the event You cancel Your subscription, please note that We may still send You promotional communications about My Safety Buddy from time to time unless You opt out of receiving those communications by following the unsubscribe instructions.

### Monthly Subscriptions

You may request to cancel a monthly subscription for one, some or all of your My Safety Buddy Users at any time.

In the event You cancel a monthly subscription:

- i. The cancellation date will be the date that You send the cancellation notice to Us or a future date specified by You in the cancellation notice.
- ii. You must pay all subscription fees and any applicable taxes and other charges through to the cancellation date.
- iii. You may use the My Safety Buddy App and My Safety Buddy Services available as part of Your subscription up until the cancellation date.

### Annual Subscriptions

You may request to cancel an annual subscription for one, some or all of your My Safety Buddy Users at any time.

In the event You cancel an annual subscription during a free trial period:

- i. The cancellation date will be the date that You send the cancellation notice to Us or a future date specified by You in the cancellation notice that is no later than the last day of the free trial period.
- ii. You may use the My Safety Buddy App and My Safety Buddy Services available as part of Your subscription up until the cancellation date.

In the event You cancel an annual subscription after a free trial period or when there was no free trial period:

- i. The cancellation date will be the last day of the then-current subscription period in which the cancellation request is made. If there are multiple years remaining on an annual subscription then the cancellation date will be the last day of the last year of the subscription agreement.
- ii. All pre-paid annual subscription fees are non-refundable and cannot be redeemed for cash or a credit of any kind.
- iii. You must pay all subscription fees and any applicable taxes and other charges through to the cancellation date.
- iv. You may use the My Safety Buddy App and My Safety Buddy Services available as part of Your subscription up until the cancellation date.

In the event You cancel an annual subscription within thirty (30) calendar days after the date that We make changes that will have a direct and detrimental effect on Your service:

- i. The cancellation date will be the date that You send the cancellation notice to Us or a future date specified by You in the cancellation notice.
- ii. The cancellation date will only be valid if it is no later than thirty (30) calendar days after the date that the changes take effect.
- iii. You must pay all subscription fees and any applicable taxes and other charges through to the cancellation date.
- iv. You may use the My Safety Buddy App and My Safety Buddy Services available as part of Your subscription up until the cancellation date.
- v. If you exercise your right to cancel Your annual subscription in accordance with this section, You will be entitled to receive a refund for any fees You prepaid for the period after the cancellation takes effect. Alternatively, You can change your subscription.

### Discontinuation of Services

If We discontinue the development, maintenance or sale of the My Safety Buddy App and/or My Safety Buddy Services and We make subscriptions for any substantially similar product(s) available for sale generally to You at the time, We may propose to migrate You to a substantially similar

product. We will give You written notice at least sixty (60) calendar days before any proposed migration and We will give You a reasonable opportunity to opt out of any proposed migration. If You do not opt out before the effective date of the migration, We will automatically migrate You and Your subscription to a substantially similar product. We will act reasonably in making any migration under this section.

If We discontinue the development, maintenance or sale of the My Safety Buddy App and/or My Safety Buddy Service, and do not make subscriptions for any substantially similar product(s) available for sale generally to You at that time, We will give You written notice at least sixty (60) calendar days before the effective date of discontinuation of the My Safety Buddy App and/or My Safety Buddy Service so that You can arrange for replacement product(s) or service(s).

In the event We discontinue the My Safety Buddy App and/or My Safety Buddy Service and do not make subscriptions for any substantially similar product(s) available for sale generally to You at that time:

- i. The cancellation date will be the date that You send the cancellation notice to Us or a future date specified by You in the cancellation notice.
- ii. If You do not send Us a cancellation notice then the cancellation date will be the date of discontinuation of the My Safety Buddy App and/or My Safety Buddy Service.
- iii. The cancellation date must be no later than the date of discontinuation of the My Safety Buddy App and/or My Safety Buddy Service.
- iv. You must pay all subscription fees and any applicable taxes and other charges through to the cancellation date.
- v. You may use the My Safety Buddy App and My Safety Buddy Services available as part of Your subscription up until the cancellation date.
- vi. You will be entitled to receive a refund for any fees You prepaid for the period after the cancellation takes effect.

## My Safety Buddy Users

You may invite an individual to join Your My Safety Buddy Network at any time through the My Safety Buddy Web Portal.

For each individual who joins Your My Safety Buddy Network You will be charged a fee for the period that individual is a User of Your My Safety Buddy Network.

## Reasonable Use Policy

You agree and understand that Your My Safety Buddy Account Owner Account and User Accounts must comply with the My Safety Buddy Reasonable Use Policy.

The Reasonable Use Policy, including the charges for excessive use, may be updated by Us from time-to-time at Our sole discretion.

## Removal of a User

You may remove a User(s) from Your My Safety Buddy Network at any time through the My Safety Buddy Web Portal.

### Monthly Subscriptions

You will be invoiced monthly in arrears at the start of each calendar month for the Users in your My Safety Buddy Network in the previous calendar month.

Where a specific User has joined Your My Safety Buddy Network part way through a calendar month, a pro rata fee will be payable.

Where a specific User has been removed from Your My Safety Buddy Network part way through a calendar month, a pro rata fee will be payable.

If a User re-joins Your My Safety Buddy Network later in the same calendar month that they had been removed from Your My Safety Buddy Network, then a pro rata fee will be payable.

### Annual Subscriptions

The term of an annual subscription is the number of years for the annual subscription.

You will be invoiced for the annual subscription fee at the start of each 12-month period throughout the term of the annual subscription.

Where additional User licences have been added during a multi-year subscription, the invoice for the annual subscription fee at the start of each subsequent 12-month period will include the initial User licences and the additional User licences.

### Additional User Licences

Additional User licences may be added at any time to an annual subscription in blocks of 5 (unless otherwise specified in writing by Us) or more Users.

The additional User licences will have the same anniversary date as the initial User licences on the annual subscription.

The additional User licences will be invoiced pro-rata (rounded up to the next full month) to the initial User licences.

You will be invoiced on either a monthly or quarterly basis in arrears at the start of each period for any additional User licences added to Your annual subscription during the previous period.

You may reduce the number of additional User licences at the end of each 12-month period if additional User licences had been added during a multi-year subscription; however, the adjusted number of User licences may not be less than the number of User licences at the start of the first year of the annual subscription.

### My Safety Buddy SMS Broadcast Credits

My Safety Buddy SMS Broadcast Credits are used to send SMS broadcasts from the Web Portal to Your My Safety Buddy Users.

Each My Safety Buddy SMS Broadcast uses one (1) or more My Safety Buddy SMS Broadcast Credits per recipient. The number of credits is determined by the length of the message.

The functionality to send SMS broadcasts from the Web Portal to Your My Safety Buddy Users may not be available on all My Safety Buddy plans.

My Safety Buddy SMS Broadcast Credits are only eligible to be used within Australia.

### Invoices

#### Monthly Subscriptions

For monthly subscriptions, You will be invoiced monthly in arrears at the start of each calendar month for the SMS sent in the previous calendar month.

#### Annual Subscriptions

For annual subscriptions, You will be invoiced on either a monthly or quarterly basis in arrears at the start of each period for the SMS sent in the previous period.

### My Safety Buddy Monitoring Service

Emergency Notifications for My Safety Buddy Users who have subscribed to the My Safety Buddy Monitoring Service will be sent to the My Safety Buddy Monitoring Service instead of being sent directly to Your Emergency Contact(s).

You may subscribe to the My Safety Buddy Monitoring Service for You and all Your Users.

### Cancellation

You may cancel the subscription for the My Safety Buddy Monitoring Service for You and Your Users at any time.

You will not receive a refund or credit of any kind.

Upon cancellation of the My Safety Buddy Monitoring Service, it is Your responsibility to ensure that an alternative service is arranged if required. Any Emergency Notifications received after the cancellation of the My Safety Buddy Monitoring Service will not be treated as critical and will not be actioned by the My Safety Buddy Monitoring Service.

### Removal of a User

If a User(s) is removed from Your My Safety Buddy Network at any time, all existing authorisation provided by You, the Account Owner, to pay for the My Safety Buddy Monitoring Service for that individual will be deemed to be cancelled.

### Fees

For My Safety Buddy plans that do not already include the My Safety Buddy Monitoring Service, the fees and billing cycle for the My Safety Buddy Monitoring Service will be disclosed to You prior to Your acceptance of the My Safety Buddy Monitoring Service. Please contact Customer Support (<https://www.mysafetybuddy.com.au/contact-us/>).

### Sub-Contractors

My Safety Buddy may use sub-contractors to perform the My Safety Buddy Monitoring Service.

### Additional Terms and Conditions

Communications between You and Our representatives at the My Safety Buddy Monitoring Service, such as phone conversations and emails when an emergency alarm has been activated, may be monitored and recorded for training, quality assurance and reference purposes.

The My Safety Buddy Monitoring Service may be subject to additional terms and conditions.

### Mobile Alarm Response Service

For My Safety Buddy Users who have subscribed to the My Safety Buddy Mobile Alarm Response Service, a private security mobile patrol will attend the emergency situation instead of, or in addition to, a police response.

You may subscribe to the Mobile Alarm Response Service for You and all Your Users.

### Cancellation

You may cancel the subscription for the Mobile Alarm Response Service for You and Your Users at any time.

You will not receive a refund or credit of any kind.

Upon cancellation of the Mobile Alarm Response Service, it is Your responsibility to ensure that an alternative service is arranged if required. Any Emergency Notifications received after the cancellation will not be treated as critical and a private security mobile patrol will not be dispatched to attend the emergency situation.

### Removal of a User

If a User(s) is removed from Your My Safety Buddy Network at any time, all existing authorisation provided by You, the Account Owner, to pay for the Mobile Alarm Response Service for that individual will be deemed to be cancelled.

### Fees

Fees for the Mobile Alarm Response Service are charged per call out. The fee is dependent on the location. Fees for the Mobile Alarm Response Service will be disclosed to You prior to Your acceptance of the Mobile Alarm Response Service. Please contact Customer Support (<https://www.mysafetybuddy.com.au/contact-us/>) for Our Australia wide metro and regional pricing table.

### Invoices

You will be invoiced monthly in arrears at the start of each calendar month for the Mobile Alarm Response Services utilised by You and any of Your Users during the previous calendar month.

### Sub-Contractors

My Safety Buddy may use sub-contractors to perform Mobile Alarm Response Services.



### Additional Terms and Conditions

The Mobile Alarm Response Service may be subject to additional terms and conditions.

### Support Services

You may from time to time request additional Support Services from My Safety Buddy, including without limitation, consulting support services, technical support services and training support services, which My Safety Buddy may provide at its discretion and the terms of which may be subject to additional terms and conditions.

#### Consulting Support Services

My Safety Buddy provides Consulting Support Services to assist organisations to:

- i. Setup My Safety Buddy Networks;
- ii. Setup bulk My Safety Buddy User Accounts; and
- iii. Implement change management to manage the people side of implementing My Safety Buddy.

#### Technical Support Services

My Safety Buddy provides Technical Support Services relating to problems or issues arising out of or from:

- i. The use or modification of the My Safety Buddy App or My Safety Buddy Services;
- ii. Third-party products or technologies and their effects on or interactions with the My Safety Buddy App or My Safety Buddy Services; and
- iii. 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.

#### Training Support Services

My Safety Buddy provides Training Support Services to assist Users and organisations to:

- i. Configure My Safety Buddy Account Owner Accounts;
- ii. Configure My Safety Buddy Administrator Accounts;
- iii. Configure My Safety Buddy User Accounts;
- iv. Train Users and Administrators in the features of the My Safety Buddy App on the device; and
- v. Train Users and Administrators in the features of the My Safety Buddy Web Portal.

### Request for Support Services

If You require the assistance of Our Support Services for one or more of the items above, contact Customer Support (<https://www.mysafetybuddy.com.au/contact-us/>) to arrange an appropriate Support Service Plan.

All requests placed by You shall be governed by a separate written agreement.

Any terms set forth in Your ordering document that are (i) in addition to or inconsistent with these Terms and Conditions, or (ii) impose any additional terms and conditions on My Safety Buddy, shall be of no force or effect.

All requests for Our Support Services are subject to My Safety Buddy's acceptance.

Support Services shall be provided on the dates agreed to by My Safety Buddy in its acceptance.

### Ownership of Materials

Ownership of all copyright and other intellectual property rights in the My Safety Buddy Support Services materials, including any documentation, data, technical information and know-how provided to You as part of the Support Services remains vested in My Safety Buddy. All such information shall be held in confidence and may not be disclosed or copied to third parties, without the express written permission of My Safety Buddy.

### Fees

As the fees for Support Services will depend on the level of support You are seeking from My Safety Buddy, fees for Support Services will be disclosed to You prior to Your acceptance of Support Services. Please contact Customer Support (<https://www.mysafetybuddy.com.au/contact-us/>) for further information.

### WARRANTY DISCLAIMER

Except as expressly represented otherwise, and to the extent not prohibited by law, all Support Services, including any documentation, publications, software programs or code, and other information provided by or on behalf of My Safety Buddy or its suppliers to You is furnished on an "AS-IS" basis, without warranty of any kind, whether express, implied, statutory or otherwise especially as to quality, reliability, timeliness, usefulness, sufficiency and accuracy.

ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF CONDITION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED BY MY SAFETY BUDDY AND ITS SUPPLIERS. NO ORAL OR WRITTEN INFORMATION PROVIDED BY MY SAFETY BUDDY SHALL CREATE A WARRANTY UNLESS INCORPORATED INTO THESE TERMS.

### Invoices

For the My Safety Buddy plans that do not include the Support Services utilised during the billing period, You will be invoiced monthly in arrears at the start of each calendar month for the Support Services utilised by You and any of Your Users during the previous calendar month.

### Sub-Contractors

My Safety Buddy may use sub-contractors to perform Support Services.

### Additional Terms and Conditions

Support Services may be subject to additional terms and conditions.

### Ancillary Items

From time to time My Safety Buddy may offer ancillary items for sale. Examples of ancillary items include duress buttons and 12v USB car chargers.

You may purchase ancillary items via the My Safety Buddy Website or by contacting Customer Support (<https://www.mysafetybuddy.com.au/contact-us/>).

### Prices

Prices for the ancillary items will be provided to You prior to Your purchase of them.

### Invoices

Invoices for ancillary items will be emailed to You after Your order has been completed. Payment will be due fourteen (14) calendar days from the date of the invoice.

### Additional Terms and Conditions

Ancillary items may be subject to additional terms and conditions.

### Additional Fees

#### Bank Fees

My Safety Buddy's Payment Processor (Merchant Bank) is in Australia. Please check with Your card issuing bank regarding additional services charges applied by Your bank. Any service charges imposed by Your banks are not reflected in the order value on the My Safety Buddy Website.

#### Dishonour Fees

My Safety Buddy reserves the right to charge a Dishonour Fee where We have attempted to take a payment from Your nominated payment method and that payment request has been declined by Your financial institution.

### Delivery

We want to make Your online shopping experience as quick and easy as possible.

The delivery time frame is approximate depending on supplier availability.

We ship goods Australia wide. However, at this time we do NOT accept international orders through our website. Please contact Customer Support (<https://www.mysafetybuddy.com.au/contact-us/>) to enquire about a special order.

Deliveries are made between 8:00am – 5:00pm Monday to Friday. We currently do not have a weekend delivery service.

Delivery time frames may change from time to time due to unforeseen circumstances. We will endeavour to provide the most up-to-date information for Your order or contact You if

circumstances change. A My Safety Buddy Representative will contact You via Your phone number as listed in Your contact details. Please ensure Your contact details are up to date. If a My Safety Buddy Representative has not contacted You by the expected delivery date, please contact Customer Support (<https://www.mysafetybuddy.com.au/contact-us/>).

### Authority to Leave

If You select the 'Authority to Leave' option while checking out, We will leave Your order on Your doorstep even if no one is around to receive it.

Please note in this case My Safety Buddy cannot be held responsible for lost or damaged deliveries after they have been dropped off.

### 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 unless expressly set out in these Terms and Conditions or where otherwise required under applicable law.

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 for all fees and any applicable taxes and other charges through to the cancellation date. All invoices must be paid accordingly.

### Cancelling Your Mobile Device or Internet Service

Mobile Device carriers and internet service providers have different service cancellation policies. Cancelling Your subscription to the My Safety Buddy App and/or My Safety Buddy Services will not cancel or reset Your Mobile Device account or internet service account. You are responsible for Your Mobile Device and internet service agreements and for any applicable fees associated with Your Mobile Device and internet service accounts. Please contact Your providers for more information.

### 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/or 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 and/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; and
- 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.

## Dispute Resolution

### Invoice Dispute

If You dispute the whole or part of an invoice You must:

- (a) Pay the non-disputed amount of the invoice (if any) by the date such amount becomes due;
- (b) Where a payment or charge has been processed by My Safety Buddy, notify My Safety Buddy Customer Support (<https://www.mysafetybuddy.com.au/contact-us/>) of the reasons for disputing the whole or part of the invoice within thirty-one (31) calendar days of that payment or charge being processed by My Safety Buddy; and
- (c) Where a payment has not yet been received by My Safety Buddy, notify My Safety Buddy Customer Support (<https://www.mysafetybuddy.com.au/contact-us/>) of the reasons for disputing the whole or part of the invoice within thirty-one (31) calendar days of the date such amount becomes due; and
- (d) You and My Safety Buddy must comply with the dispute resolution procedure described in this document. Neither You nor My Safety Buddy will be entitled to commence any litigation or arbitration in relation to any matter until they have complied with the dispute resolution procedure described in this document.

### Dispute Resolution Procedure

The dispute resolution procedure required to be complied with prior to the commencement of litigation or arbitration is as follows:

- i. Where a dispute arises between You and My Safety Buddy, a party may serve a written notice ("the Dispute Notice") on the other party detailing the nature of the dispute;
- ii. My Safety Buddy and You must make reasonable efforts to resolve the dispute by negotiation;
- iii. If You and My Safety Buddy are unable to resolve the dispute within thirty-one (31) calendar days of the receipt of the Dispute Notice, either party may, by notice in writing to the other party, ("the Mediation Notice") require that the dispute be referred to mediation;
- iv. Within thirty-one (31) calendar days of receipt of the Mediation Notice the dispute will be referred to a mediator as agreed between You and My Safety Buddy, and failing agreement,

to a mediator appointed by the President of the Law Institute of Victoria on the application of either You or My Safety Buddy;

- v. The costs of the mediator will be paid equally by My Safety Buddy and You but otherwise My Safety Buddy and You must pay their own costs of the mediation;
- vi. Both You and My Safety Buddy must approach the mediation in good faith and make a reasonable attempt to settle the dispute by mediation and within the framework determined by the mediation.

#### Right to Litigate

If the mediation fails to settle the dispute, You and/or My Safety Buddy may institute litigation or arbitration.

#### Urgent Relief

Nothing in this Dispute Resolution procedure will prevent either You or My Safety Buddy from seeking urgent interlocutory relief where failure to obtain such relief would cause irreparable damage to that party.

#### Violation of Terms and Conditions

- 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 these Terms and Conditions or other agreements or guidelines which may be associated with Your use of the My Safety Buddy App and/or My Safety Buddy Services.
- If Your My Safety Buddy Account is terminated or otherwise closed then:
  - i. Any remaining credit and/or unused balance will be forfeited unless expressly set out in these Terms and Conditions or where otherwise required under applicable law;
  - ii. You must pay all subscription fees and any applicable taxes and other charges through to the date of termination; and
  - iii. If there are multiple years remaining on an annual subscription then You must pay all subscription fees and any applicable taxes and other charges through to the last day of the last year of the subscription agreement.
- 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 these Terms and Conditions 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.

## Insolvency

You must notify My Safety Buddy if an Insolvency Event occurs including, but not limited to:

- (a) You become insolvent as defined in the Corporations Act, state that You are insolvent or are presumed to be insolvent under an applicable law;
- (b) You are wound up, dissolved or declared bankrupt;
- (c) any step is taken to appoint a receiver, a receiver and manager, a trustee in bankruptcy, a provisional liquidator, a liquidator, an administrator or other like person of the whole or part of Your assets, operations or business;
- (d) any step is taken to enter into any arrangement between You and Your creditors; or
- (e) You suspend payment of Your debts, cease or threaten to cease to carry on all or a material part of Your business or become unable to pay Your debts when they fall due; or
- (f) any similar event which has a substantially similar effect to any of the other paragraphs of in this section.

## Commissions

You agree that My Safety Buddy can pay commissions to specific agents or other parties who introduce You to My Safety Buddy, or help My Safety Buddy enter in to an agreement for services with You.

## 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, 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.

If, notwithstanding the other terms of this Sales and Refunds Terms and Conditions, 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:

- 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;
- 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.
- In no event shall the aggregate liability for damages of My Safety Buddy 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.
- To the extent not prohibited by law, the limitations in this section shall apply to personal injury and death.
- 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 these Terms and Conditions 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.

## Privacy

Your use of My Safety Buddy is subject to the My Safety Buddy Privacy Policy (<https://www.mysafetybuddy.com.au/privacy-policy/>).

## Data Protection

By (i) placing an order with My Safety Buddy for the My Safety Buddy App and/or My Safety Buddy Services, or (ii) making a payment to My Safety Buddy:

- i. You agree that My Safety Buddy may store, process, use and transfer data collected from You as set out in Our Privacy Policy. You may ask Us for a copy of the personal information We have about You.
- ii. You acknowledge and agree that Internet transmissions are never completely private or secure. You understand that any message or information You send to My Safety Buddy 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.



## Payment Gateway

My Safety Buddy uses the payment gateway services of a third-party gateway provider. My Safety Buddy does not store Your Credit Card details.

## Financial Hardship

The financial hardship policy applies only to existing My Safety Buddy Users who are unable to meet their financial obligations due to some type of financial hardship.

Reasons for financial hardship might include:

- Loss of employment;
- Family problems;
- Illness, including physical incapacity, hospitalisation, or mental illness suffered by You or a family member;
- Family member passes away; or
- Natural Disaster.

## Helping Users with Financial Hardship

At My Safety Buddy, We show genuine support towards Users who find themselves in any form of financial hardship.

We will address any issues You may be experiencing and Our My Safety Buddy Representatives will work with You to reach an arrangement that is financially stable and appropriate for You and Your future with My Safety Buddy.

We will assess Your request and respond to You within five (5) business days. We will need to know the extent of Your financial hardship (how long it has been and reasons for this) and We will also take note if You are in any current debt with My Safety Buddy.

It is important that You regularly monitor Your usage to minimise financial hardship; this is something We will want to know about when You apply for financial hardship.

Past payments will also be taken into account along with the services You are using, to ensure You are able to meet Your future financial obligations. It is important that We understand Your position and that We can be sure this position will not deteriorate over time.

We understand that everyone's issues will be different. We will do everything We can to reach an appropriate solution that benefits You.

Please contact Customer Support (<https://www.mysafetybuddy.com.au/contact-us/>) if You wish to request financial hardship.

## Your Rights

The rights described in these terms and conditions are in addition to the statutory rights to which You may be entitled under applicable Australian consumer protection laws and regulations.

Contact the Australian Competition and Consumer Commission (ACCC) or the office of fair trading in Your State or Territory for further information regarding Your consumer rights.

## 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 and/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, Unit 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 These Terms and Conditions

These terms and conditions take effect on and from 28 June 2024, and replace all My Safety Buddy Sales and Refund Terms and Conditions previously issued.

These terms and conditions 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 terms and conditions online at any time (<https://www.mysafetybuddy.com.au/sales-refund-terms-conditions/>). You agree that Your use of My Safety Buddy will always be subject to the most current version of these terms and conditions.

When We post changes to these terms and conditions, We will revise the "last updated" date at the top of the terms and conditions. If there are material changes to the terms and conditions, 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 these terms and conditions.

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 discontinue using the My Safety Buddy App and My Safety Buddy Services.

## Questions

If You have any questions about the My Safety Buddy Sales and Refund Terms and Conditions, 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

These Terms and Conditions supersede 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 these Terms and Conditions 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 these Terms and Conditions, You represent that You have the capacity to be bound by these Terms and Conditions.

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.

By (i) placing an order with My Safety Buddy for the My Safety Buddy App and/or My Safety Buddy Services, (ii) registering for a subscription, or (iii) making a payment to My Safety Buddy, You signify Your agreement with the terms of the My Safety Buddy Sales and Refund Terms and Conditions without modification and You will be taken to have read, understood and agreed to be bound by these Terms and Conditions.

**IF YOU DO NOT AGREE TO BE BOUND BY THE MY SAFETY BUDDY SALES AND REFUND TERMS AND CONDITIONS, DO NOT USE THE MY SAFETY BUDDY APP OR MY SAFETY BUDDY SERVICES.**