My Safety Buddy Website Terms and Conditions of Use

Last updated 24 October 2025.

These Terms and Conditions of Use (the "Terms of Use") apply to the My Safety Buddy Website.

Contents

Incorporation by Reference 1
Site License 2
Intellectual Property 2
Accounts, Passwords and Security 3
Privacy 3
Links to Third Party Websites 4
Your Use of the Website 4
Violation of Terms of Use 5
Advertising 6
Mobile Devices 6
Disclaimer 6
Limitation of Liability 6
Indemnity 7
Prevailing Language and Location 8
Complaint Handling 8
Communications from You to My Safety Buddy 8
Governing Law 8
Changes to These Terms and Conditions 8
Questions 9
Acceptance 9

Incorporation by Reference

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

Copyright © My Safety Buddy. All rights reserved.

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.

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. The Website is the property of My Safety Buddy ABN: 19 242 821 511.

You or **Your** or **Yourself** means the person who agrees to be bound by these Terms of Use, by accessing, browsing or using the Website.

Site License

Subject to and conditioned on compliance with these Terms of Use, My Safety Buddy grants You a non-exclusive, non-transferable, limited license to access and, if You have created a My Safety Buddy Account, to use the Website for the purpose of using the My Safety Buddy App and My Safety Buddy Services.

You must not access (or attempt to access) the Website by any means other than the interface provided, and You will not use information from the Website for any purposes other than the purposes for which it was made available.

You must not sell, copy, reproduce, transmit, adapt, distribute, modify, display, publish, frame, replicate, mirror, store, publicly publicly display any content (other than content You have submitted to the Website) from the Website, prepare derivative works based on, repost, or otherwise use any content of the Website, any software code that is part of the Website, or any services that are offered on the Website in any way for any public or commercial purpose without My Safety Buddy's prior written consent.

You must not use any content of the Website on any other website or in a networked computer environment for any purpose except Your own viewing without My Safety Buddy's prior written consent. You must not frame or link to the Website except as permitted in writing by My Safety Buddy.

You must not attempt to reverse engineer, modify, adapt, translate, prepare derivative works from, decompile, attempt to interfere with the operation of, or otherwise attempt to derive source code from any part of the Website unless expressly permitted by applicable law.

You will not access the Website in order to build a similar service or application, or publish any performance, or any benchmark test or analysis relating to the Website. My Safety Buddy retains all right, title, and interest in and to all Intellectual Property Rights related in and to the Website.

Intellectual Property

You acknowledge that all functional aspects and other content of the Website is the intellectual property of My Safety Buddy.

All text, graphics, User interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork and computer code (collectively, "Content"), including but not limited to the design, structure, selection, coordination, expression, "look and feel" and arrangement of such Content, contained on the Website is owned, controlled or licensed by or to My Safety Buddy, and is

protected by trade dress, copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws.

The My Safety Buddy logos and names are trademarks of My Safety Buddy and may be registered in certain jurisdictions. All other product names, company names, marks, logos, and symbols on the Website may be the trademarks of their respective owners. Except as expressly stated in these Terms of Use, nothing in these Terms of Use confers any license under any of My Safety Buddy's or any third party's Intellectual Property Rights, whether by estoppel, implication, or otherwise.

Accounts, Passwords and Security

Certain features or services offered on or through the Website may require You to open a My Safety Buddy Account.

You are solely responsible for:

i. safeguarding and maintaining the confidentiality of the password for Your My Safety Buddy Account;

ii. any and all acts and omissions that occur under Your My Safety Buddy Account Owner Account or User Account as a result of Your failing to keep this information secure and confidential. You may be held liable for losses incurred by My Safety Buddy, Your Account Owner(s), and/or any other My Safety Buddy User due to someone else using Your My Safety Buddy Account as a result of Your failing to keep Your account information secure and confidential;

iii. notifying My Safety Buddy immediately if You suspect or become aware of any unauthorised use of Your My Safety Buddy Account or any unauthorised access to Your password for Your My Safety Buddy Account or any other breach of security;

iv. notifying My Safety Buddy immediately if You suspect or become aware of any unauthorised use of the My Safety Buddy Account of Your Administrator(s) or User(s) or any unauthorised access to the passwords for the My Safety Buddy Account of Your Administrator(s) or User(s) or any other breach of security; and

v. not using anyone else's My Safety Buddy Account at any time without the express permission and consent of the holder of that My Safety Buddy Account.

My Safety Buddy cannot and will not be liable for any loss or damage arising from Your failure to comply with these obligations.

Privacy

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

- Additionally, by using the Website, You acknowledge and agree that Internet transmissions are never completely private or secure. You understand that any message or information You send to the Website 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.

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Links to Third Party Websites

The Website may contain links to third party websites. Such third party websites are owned and operated by the third parties and/or their licensors. These third party websites are provided solely as a convenience to Our visitors. Such third party websites are not under My Safety Buddy's control, and My Safety Buddy is not responsible for and does not endorse the content of such third party websites, including any information or materials contained on such third party websites. Your access and use of third party websites, including online communication services, such as chat, email, and calls will be governed by the terms and policies of the applicable third party websites.

You acknowledge and agree that My Safety Buddy is not responsible or liable for: (a) the availability or accuracy of third party websites; or (b) the content, advertising, or products on or available from third party websites. You are responsible for deciding if You want to access third party websites by clicking on a link or installing an application. The inclusion of any link or application on the Website does not imply that We endorse the linked site or application. You use the links and third party websites at Your own risk and agree that Your use of an application or third party website via the Website is on an "as is" and "as available" basis without any warranty for any purpose.

Your Use of the Website

You agree that You will not:

i. Use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Website or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Website or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Website;

ii. Attempt to copy, modify, adapt, translate, prepare derivative works from, publish, decompile, reverse engineer, disassemble or otherwise attempt to derive source code from the Website or Website Content except as expressly authorised in writing by My Safety Buddy;

iii. Access the audio-visual content available on the Website for any purpose or in any manner other than streaming;

iv. Attempt to gain unauthorised access to any portion or feature of the Website, or any other systems or networks connected to the Website or to any My Safety Buddy server, or to any of the services offered on or through the Website, by hacking, password "mining" or any other illegitimate means;

v. Take any action that imposes or We believe may impose (in Our sole discretion) an unreasonable or disproportionately large load on the Website's infrastructure;

vi. Interfere or attempt to interfere with the proper operation of the Website or any activities conducted on the Website;

vii. Bypass any measures We may use to prevent or restrict access to the Website or any subparts of the Website, including, without limitation, features that prevent or restrict use or copying of any content or enforce limitations on use of the Website or the content therein;

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viii. Transmit spam, chain letters, or other unsolicited communications;

ix. Attempt to interfere with or compromise the system integrity or security or decipher any transmissions to or from the servers running the Website;

x. Collect or harvest any personally identifiable information, including My Safety Buddy Account credentials, from the Website;

xi. Access any content on the Website through any technology or means other than those provided or authorized by the Website;

xii. Directly or indirectly, advertise or promote another website, product, or service or solicit other Users for other websites, products, or services;

xiii. Post or introduce any invalid data, virus, worm, or other harmful or malicious software code, agent, hidden procedure, routine, or mechanism through or to the Website that is designed to cause to cease functioning, disrupt, disable, harm, or otherwise impair in any manner, including aesthetic disruptions or distortions, the operation of (or to allow You or any other person to access or damage or corrupt data, storage media, programs, equipment, or communications or otherwise interfere with operations of or on) the Website or any other software, firmware, hardware, computer system, or network of My Safety Buddy or any third party;

xiv. use the Website in such a way that exploits or violates the personal privacy of another individual;

xv. use the Website in any such way that is prohibited by or in violation of the applicable local laws; and

xvi. engage in any other activity considered by My Safety Buddy to be in conflict with the spirit or intent of the My Safety Buddy Website Terms and Conditions of Use or the intended use of the Website.

My Safety Buddy reserves the right to bar any such activity.

Violation of Terms of Use

- You agree that My Safety Buddy may, in its sole discretion and without prior notice, temporarily suspend, indefinitely suspend, or permanently terminate Your account or ability to use the Website, in whole or in part, and/or block Your future access to the Website if We determine that You have violated the terms or acted inconsistently with the letter or spirit of these Terms of Use or other agreements or guidelines which may be associated with Your use of the My Safety Buddy App and/or My Safety Buddy Services.
- You also agree that any such violation by You will constitute an unlawful and unfair business practice, and will cause irreparable harm to My Safety Buddy, for which monetary damages would be inadequate, and You consent to My Safety Buddy obtaining any injunctive or equitable relief that My Safety Buddy deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies My Safety Buddy may have at law or in equity.

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Advertising

Some of Our services may be supported by advertising.

My Safety Buddy is not responsible for and does not endorse the products and services advertised by third party advertising services. You will need to make Your own independent judgment regarding Your interaction with these advertisements.

My Safety Buddy cannot and will not be liable for any loss or damage arising from third party advertising services.

Mobile Devices

When accessing the Website from Your Mobile Device, please be aware that Your carrier's normal rates and fees, such as text messaging and data charges, will still apply. My Safety Buddy mobile applications may not contain the same functionality available on the Website.

Disclaimer

THE WEBSITE AND ALL WEBSITE CONTENT IS MADE AVAILABLE TO YOU ON AN "AS IS" BASIS.

MY SAFETY BUDDY MAKES NO EXPRESS REPRESENTATIONS OR WARRANTIES WITH REGARD TO THE WEBSITE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MY SAFETY BUDDY DISCLAIMS ALL EXPRESS AND IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OF PROPRIETARY RIGHTS, AND THE PRODUCTS AND SERVICES ASSOCIATED WITH AND/OR SOLD ON THE WEBSITE, AND ANY WARRANTIES REGARDING THE SECURITY, RELIABILITY, TIMELINESS AND PERFORMANCE OF THE WEBSITE. SOME JURISDICTIONS MAY NOT ALLOW FOR ALL OF THE FOREGOING LIMITATIONS ON WARRANTIES, SO TO THAT EXTENT, SOME OR ALL OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

YOU EXPRESSLY AGREE THAT YOUR USE OF THE WEBSITE IS AT YOUR SOLE RISK.

Limitation of Liability

- Subject to and to the extent permitted by applicable law, in no event will My Safety Buddy 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 Website, 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 has been advised of the possibility of such damages, losses or expenses.

- If You are dissatisfied with the My Safety Buddy Website or any Content for any reason, Your exclusive remedy shall be to cease using the My Safety Buddy Website and cancel any

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subscription or similar fees with respect to any service or feature of or on the Website paid by You.

- If, notwithstanding the other provisions of these Terms of Use, 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 Website or any Content, subject to and to the extent permitted by applicable law:

    i. My Safety Buddy's entire liability and Your exclusive remedy shall be for My Safety Buddy to use its reasonable efforts to re-provide / re-perform the Services within a reasonable period of time;
    ii. Provided, that in the event My Safety Buddy is unable to re-provide / re-perform, My Safety Buddy may elect to refund all payments actually received by My Safety Buddy from You with respect to any service or feature of or on the Website in question, in full satisfaction of My Safety Buddy's obligations. Such refund shall constitute My Safety Buddy's entire liability and Your exclusive remedy for such breach.
    iii. In no event shall the aggregate liability for damages of My Safety Buddy arising from these terms whether by contract or tort exceed the amounts You actually paid with respect to any service or feature of or on the Website in question during the three month period preceding the date of the claim.
    iv. To the extent not prohibited by law, the limitations in this section shall apply to personal injury and death.
    v. You waive all rights of subrogation or any other right of recovery against My Safety Buddy 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 arising from Your use of the My Safety Buddy Website.

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

Indemnity

- You agree to indemnify and hold My Safety Buddy, and its officers, directors, shareholders, predecessors, successors in interest, employees, agents, subsidiaries and affiliates, harmless from any demands, loss, liability, claims or expenses (including legal fees whether incurred by or awarded against My Safety Buddy), made against My Safety Buddy by You or any third party due to or arising out of or in connection with (i) Your use of the Website or of the products and services sold thereon, (ii) Your violation of the Terms of Use, or (iii) the infringement by You, or any third party using Your account, of any intellectual property or other right of any person or entity.

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Prevailing Language and Location

The English language version of these Terms of Use will be controlling in all respects and will prevail in case of any inconsistencies with translated versions, if any. My Safety Buddy makes no representations that the Website is appropriate or available for use in locations other than Australia.

Complaint Handling

If You wish to raise any concerns or make a complaint about Our Website, please contact Customer Support (https://www.mysafetybuddy.com.au/contact-us/).

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 These Terms and Conditions

This policy takes effect on and from 24 October 2025, and replaces all My Safety Buddy Website 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 these Terms and Conditions online at any time (https://www.mysafetybuddy.com.au/website-terms-conditions/). You agree that Your use of the My Safety Buddy Website 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.

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

If You do not agree to any change, discontinue using the My Safety Buddy Website.

Questions

If You have any questions about the My Safety Buddy Website 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 of Use 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 the My Safety Buddy Website Terms and Conditions of Use and You may not use the Website 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 the My Safety Buddy Website Terms and Conditions of Use, You represent that You have the capacity to be bound by the My Safety Buddy Website Terms and Conditions of Use.

By accessing, browsing or using the Website You represent that You have the capacity to be bound by the My Safety Buddy Website Terms and Conditions of Use and You signify Your agreement with the My Safety Buddy Website Terms and Conditions of Use without modification and You will be taken to have read, understood and agreed to be bound by the My Safety Buddy Website Terms and Conditions of Use.

IF YOU DO NOT AGREE WITH THE MY SAFETY BUDDY WEBSITE TERMS AND CONDITIONS OF USE, DO NOT USE THE MY SAFETY BUDDY WEBSITE.

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