

youRsafe App Disclaimer & Privacy Policy

IMPORTANT:

This software is provided for use by Australian residents only, and the products and services described in them are not directed at anyone outside Australia. The information is prepared in accordance with the laws of Western Australia and the Commonwealth of Australia. This software may not comply with the laws of any other country.

Please be sure to read these terms and conditions of use carefully before agreeing to use the software.

1) DEFINITIONS:

"**App**" means the software provided by Intelligent Monitoring Group Limited known as "yoursafe by Intelligent Monitoring Group Limited", to be used on Apple iOS and Android OS devices and any updates from time to time and any other software or documentation which enables the use of the App.

"Client" means anyone who subscribes or registers for the Services; You; Your.

"**Intelligent Monitoring Group Limited**" ABN 36 060 774 227 and its associated bodies corporate.

"**Personal Information**" means that information described in clause 7.

"**Services**" means the yoursafe app which allows users to check in regularly and send alerts to request help from the 24/7 monitoring centre if they are in difficulty.

"**Website**" means the website of Intelligent Monitoring Group Limited www.theimg.com.au and its associated bodies corporate.

2) REGISTRATION DATA; ACCOUNT SECURITY

If You register for an account on the Services, You agree to:

- a) provide accurate, current and complete information as may be prompted by any registration forms on the Services ("Registration Data");
- b) maintain the security of Your password;
- c) maintain and promptly update the Registration Data, and any other information You provide to Intelligent Monitoring Group Limited, and to keep it accurate, current and complete; and
- d) accept all risks of unauthorised access to the Registration Data and any other information You provide to Intelligent Monitoring Group Limited. You are responsible for all activity on Your Intelligent Monitoring Group Limited account, and for all charges incurred by Your Intelligent Monitoring Group Limited account.

3) FEES; CHARGES; TAXES

- a) You agree to pay Intelligent Monitoring Group Limited for the Services on 30-day payment terms in advance against tax invoice for the term of this agreement.
- b) Our increases may need to be higher. Any increase in Fees will be notified to the You in writing at least thirty (30) days prior to such increase becoming effective and You may elect to terminate this Agreement upon 31 days written notice prior to the increase becoming effective.



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- c) All monies owed to Intelligent Monitoring Group Limited under this agreement will be paid by You on or before the due date unless the invoice is in genuine dispute. Any late payment will be subject to a 5% late payment fee which will be added to all other costs and expenses incurred by Intelligent Monitoring Group Limited or its servants or agents in obtaining payment of all outstanding monies due to Intelligent Monitoring Group Limited under this agreement.

4) TERMS OF USE:

- a) By installing the App, You agree to be bound by these terms and conditions of use ("terms and conditions").
- b) The continued use of the software is deemed to be Your acceptance of the terms and conditions set out below.
- c) You must be at least 18 years old to use the App, or have the consent of Your parent, guardian or the person who is responsible for the payment of the Services, to use the App.
- d) You will provide Intelligent Monitoring Group Limited with the name and address of a minimum of two people (Emergency Contacts) who may be contacted in the event of the device being activated. Every effort will be made to contact these people in order of preference requested by You on the contact phone numbers provided by You. It remains Your responsibility to advise Intelligent Monitoring Group Limited of Emergency Contact details and any amendments to these details from time to time.

5) PROPRIETARY RIGHTS AND LICENCE:

Licence to use

- a) Intelligent Monitoring Group Limited grants You a limited, revocable and non-exclusive licence to access and use the Website and the App in relation to its employees.
- b) Intelligent Group Limited reserves the right to amend or withdraw the App or increase the cost for the App or related services provided to you, at any time and for any reason. Any such increase in cost will be effective upon 30 days' written notice.

Trademarks and other protected property

- c) Trade marks, logos and service marks displayed on the App are registered or unregistered trade marks of Intelligent Monitoring Group Limited, affiliates, licensors, content providers or third parties. You may not use any trade mark appearing on the App without the permission of the owner of the trade mark.
- d) Intelligent Monitoring Group Limited does not accept responsibility for the use of any trade mark displaying material on the App.
- e) Any person using a trade mark on the App hereby indemnifies Intelligent Monitoring Group Limited for any claims against Intelligent Monitoring Group Limited in relation to such use.
- f) The materials (including all artwork, text, layouts, photographs, designs or drawings) used in the App are protected by copyright.
- g) Except as permitted under these terms and conditions and all applicable laws, no part of the Website or the App may be reproduced, adapted or transmitted in any form, nor any medium without the express written consent of Intelligent Monitoring Group Limited.
- h) You must not, nor permit any person to, disassemble, decompile, modify, reverse engineer, exchange or translate the App nor create derivative works of the App or in any manner.



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6) WEBSITE:

- a) You acknowledge that the App allows You to access certain functionality available on Intelligent Monitoring Group Limited 's Website and that certain functionality of the App will also be reliant on information and details provided by You at the above Website.
- i) You acknowledge that You are responsible for any material You submit to Intelligent Monitoring Group Limited directly or via its Website for use with the App.
- j) Access to, and use of, the Website will be governed by Intelligent Monitoring Group Limited 's Website Terms and Conditions of Use.

2) DATA PROTECTION AND PRIVACY:

- a) We collect the Personal Information as set out in this clause that You submit when the user is created or updated in the App profile. The Personal Information may include:
- Your username;
 - Your name;
 - email address;
 - mobile phone number;
 - Your company profile, roles, groups, policy and other company information;
 - Your assignments to tasks/incident, messages sent to You and any other communication transmitted via the App (if applicable);
 - other registration information.

We use the Personal Information in Your profile to provide the Monitoring and App services, including to display on the App and personalise messages, provide the information to Your company, the monitoring centre and emergency services for safety and security purposes, and to respond to any requests and questions.

By submitting Your email address and mobile phone number, You consent to receiving communications from them for the purposes of the App. We use Your username (email address, mobile phone number or other type of ID) to allow You to log-in on multiple devices.

The processing of Your Personal Information for these purposes is to meet our contractual obligations with our suppliers.

- b) Any Personal Information You supply to Intelligent Monitoring Group Limited will not be stored or used by Intelligent Monitoring Group Limited in any way other than for the functioning of the App and the Monitoring services for which You subscribe from Intelligent Monitoring Group Limited.
- c) All personal information provided and received by Intelligent Monitoring Group Limited by the youRsafe App or at its corresponding Website (<https://www.yoursafe.app>) will be subject to Intelligent Monitoring Group Limited 's Privacy Policy. We recommend that you read Intelligent Monitoring Group Limited's privacy policy, which may be accessed by this link. <https://intelligentmonitoringgroup.com/privacy-policy/>

8 LOCATION DATA:

The yoursafe App's safety and security services rely on users' location information calculated in the phone by GPS, WiFi and Mobile Tower that provide an estimated location. This information helps provide actionable information to You, Your organisation, emergency personnel, and other users. For example, on activation of an SOS, Your location information will be provided to the monitoring centre, to enable them to respond to Your emergency. The

monitoring centre will also provide this information to Emergency Service or Your Company to enable them to respond.

To support these services, the App may use your IP address, GPS, Bluetooth, WiFi hotspot, and mobile tower location information, and other technologies to estimate the most accurate location information possible. You may turn off your location settings on your mobile device at any time to disable location services by managing your location services preferences or, if available, through the App's permission settings. If you disable location services on Your device or for the App, Your use of the App will be significantly impaired. The processing of Your Personal Information for these purposes is based on Your consent.

9) APPLICATION FUNCTIONALITY:

- a) You acknowledge and agree that the functionality of the App is dependent on equipment and services provided by third parties – including specifically, the mobile device on which the App is installed, and the wireless, telephony or other communications or data transfer services used by that device and the user.
- b) You acknowledge that all due care has been taken by Intelligent Monitoring Group Limited to provide accurate and reliable map references and GPS information for its monitoring services. However, all mapping and GPS location information are supplied by third parties, and as such, we are reliant on the accuracy of the information provided by third parties.
- c) Intelligent Monitoring Group Limited does not take any responsibility for the services and products provided by third parties. The services and products provided by third parties are beyond the control of Intelligent Monitoring Group Limited.
- d) To the extent permitted by law, Intelligent Monitoring Group Limited is not responsible or liable for, and does not give any warranty nor endorsement in respect of, any third party product or service.
- e) Without limiting the foregoing, Intelligent Monitoring Group Limited does not warrant the accuracy of the information provided by third parties and shall not be responsible nor liable to You or any other person, directly or indirectly, in connection with any error, inaccuracy or delay of any content or other information provided by third parties, or which is derived from source materials or data provided by third parties.
- f) Intelligent Monitoring Group Limited does not accept any responsibility or liability for any injury, loss, damage, expense or cost suffered or incurred by You or any other person, in connection with any equipment or service provided by a third party, including, but not Limited to:
 - i) any delay, interruption or discontinuance of any functionality of service provided by any third party;
 - ii) technical errors or lack of service coverage by the user's mobile network provider;
 - iii) error, fault, breakage or other malfunction relating to or caused by the device on which the App is installed or any other equipment used by the device or the user;
 - iv) incompatibility of the App or Website with other software, equipment or services used by the user or the relevant device.
- g) You acknowledge that the App will **not** contact Your local law enforcement or emergency service providers, including the police, fire services or ambulance.
- h) You acknowledge that use of the App is to aid security risk management and in the event of an emergency or imminent danger, the appropriate emergency services provider or law enforcement authorities should be contacted. This App and the services rendered by Intelligent Monitoring Group Limited are not a substitute for contacting your emergency services provider or law enforcement authorities.
- i) Charges apply to the use of services provided by Intelligent Monitoring Group Limited. These costs and charges will be charged in accordance with Your respective contract services with Intelligent Monitoring

Group Limited. The use of the App is also subject to the terms and conditions of Your contract for services with Intelligent Monitoring Group Limited.

3) AVAILABILITY:

- a) The App is available to mobile devices running Apple iOS and Android OS Operating Systems only.
- b) Intelligent Monitoring Group Limited will use reasonable efforts to make the App available at all times. However, You acknowledge the App is provided over the internet and mobile networks and so the quality and availability of the App may be affected by factors outside the Intelligent Monitoring Group Limited's control.
- c) Intelligent Monitoring Group Limited does not accept any responsibility whatsoever for unavailability of the App, or any difficulty or inability to download or access content or any other communication or other systems failure or fault which may result in the App being unavailable due to issues relating to networks and operating systems.
- d) Intelligent Monitoring Group Limited will use reasonable endeavors to support and maintain the App.

4) LIMITATION OF LIABILITY:

- a) Intelligent Monitoring Group Limited will not be liable in respect of any injury, loss, damage, expense or cost suffered by any person, caused by or arising out of Your use or access to the App, including, but not Limited to:
 - i) fraud or negligence engaged by You;
 - ii) unauthorised transactions as a result of You voluntarily disclosing Your user IDs and passwords to others, or in not securely protecting Your user IDs and passwords from being accessed by others;
 - iii) a system error whereby You have not used this Website or Linked Website with the supported system requirements and browsers as set out in these terms and conditions;
 - iv) unauthorised transactions as a result of You responding to hoax emails purporting to be from Intelligent Monitoring Group Limited, but which are generated by software, apps, hackers or other third parties;
 - v) the download and installation by You of third party software;
 - vi) the availability, cancellation, malfunction and or suspension of the Website including for regular maintenance;
 - vii) delays in the processing of transactions / change of details requests lodged through this Website;
 - viii) access delays or access interruptions to the Website;
 - ix) data non-delivery, misdelivery, corruption, destruction or other modification;
 - x) You acting, or failing to act, on any information contained on or referred to on this Website or any of the Linked Websites;
 - xi) You using or acquiring, or Your inability to use or acquire, any service or product contained or referred to on this Website or any Linked Websites; and
 - xii) events beyond our reasonable control.

- b) Intelligent Monitoring Group Limited is not responsible for any fees incurred by You which are charged in accordance with any contract You have with Your network service provider.
 - c) To the fullest extent permitted by law Intelligent Monitoring Group Limited will not be liable for any direct, indirect, special, incidental, or consequential damages of any kind (or lost profits) purported to be caused from the use of the App, regardless of the form of action whether in contract, tort (including negligence) or otherwise, even if we have been advised of the possibility of such damages.
 - d) You acknowledge that:
 - e) We are not liable for:
 - (a) the acts or omissions of an Emergency Contact, ambulance, police or other emergency service;
 - (b) the operation or failure of the mobile network. And you release us from all liability arising from such a cause. If something happens that is beyond our reasonable control and, as a result, we cannot comply with our obligations under this Agreement; we are not liable for failing to comply with those obligations.
 - f) You acknowledge that Intelligent Monitoring Group Limited shall not be held responsible for the death or injury of any person that occurs because of any delay taken for alarm action response.
 - g) Intelligent Monitoring Group Limited reserves the right to revise, change, modify these terms and conditions at any time. You are bound by any such revision and should therefore review the current terms applicable to You.
- 5) Intelligent Monitoring Group Limited is not liable to You for any damage or alteration to Your equipment including but not Limited to computer equipment, handheld device or mobile telephones as a result of the installation or use of the App.
- 6) **DISCLAIMER OF WARRANTIES:**
- a) To the maximum extent permitted by law, and for the avoidance of doubt, Intelligent Monitoring Group Limited hereby disclaims all implied warranties with regard to the App. The App is provided 'as is' and 'as available' without warranty of any kind.
 - b) Intelligent Monitoring Group Limited does not accept any responsibility as to the accuracy or serviceability of the App. The use of this App is at your own risk and at your own discretion.
- 7) **INDEMNITY:**
- a) You agree to defend, indemnify and hold us harmless for any loss, damage or costs, including reasonable attorney's fees, resulting from any third party claim, action or demand resulting from Your use of the App. You also agree to indemnify us for any loss, damages or costs, including reasonable attorney's fees, resulting from Your use of any software, apps, robots, spiders, crawlers or similar data gathering and extraction tools or any other action You take that imposes an unreasonable burden or load on our infrastructure.
 - b) You acknowledge that the terms of agreement with Your respective mobile network provider will continue to apply when using the App.
 - c) You acknowledge that You may be charged by Your mobile network provider for access to network connection services for the duration of the connection while accessing the App (or the Website) and any such third party charges as may arise. You acknowledge you accept responsibility for any such charges that arise.
 - d) If You are not the bill payer for the mobile telephone or handheld device being used to access the App, You will be assumed to have received permission from the bill payer to use the App.



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8) SYSTEM REQUIREMENTS:

- a) In order to use the App, You are required to have a compatible mobile telephone or device, internet access, and the necessary minimum specifications as may be advised or otherwise disclosed to You at the Website, or relevant online store on which the App is made available for download.
- b) The version of the App may be updated from time to time to add support for new functions and services, or to fix any known bugs or improve performance of the App.

9) CANCELLATION AND TERMINATION:

- a) Intelligent Monitoring Group Limited may terminate use of the App or otherwise discontinue the provision of some or all services in connection with the App at any time, without having to give any reasons and will provide you with 30 days' notice in writing of termination to you. No liability shall be placed on Intelligent Monitoring Group Limited in respect of such termination and the agreement will be considered terminated.
- b) Early cancellation of this agreement by You will require payment of the total monies outstanding for the remaining unused period of the agreement. This agreement will not be considered cancelled until full payment and 30 days written notice of cancellation is received by Intelligent Monitoring Group Limited.
- c) If Intelligent Monitoring Group Limited does not comply with the terms of this agreement and that non compliance is communicated to Intelligent Monitoring Group Limited and is not rectified within a reasonable period, then You may cancel this agreement by giving 30 days' notice in writing.
- d) Intelligent Monitoring Group Limited reserves the right to suspend monitoring of the device if monitoring fees remain outstanding for more than 60 days from date of invoice. Monitoring fees will continue to be charged for the period of the agreement. Re-connection of the monitoring after suspension may incur a reactivation fee.

Complaints, errors or inaccuracy

If you have a complaint or would like to report an inaccuracy, error or fault, please call Intelligent Monitoring Group Limited on 1300 847 328.