

## Terms and Conditions

### 1. Use of Application

- 1.1 By downloading, browsing, accessing or using this SiteKee mobile application ("the Application"), you agree that you have and that you have the legal capacity to, read, understood and agree to be bound by these Terms and Conditions ("the Terms").
- 1.2 We reserve the right, in our sole discretion, to make any amendments to the Terms at any time, and for any reason. We will alert you about any changes by updating the date of the Terms and you waive any right to receive specific notification of each such change.
- 1.3 If you disagree with any of the Terms, you must immediately discontinue your access to the Application and your use of the services offered on the Application.
- 1.4 You acknowledge that in order to access and use the Application you are required to create an account through the Application ("Account").
- 1.5 You acknowledge that your Account will be charged a monthly subscription fee ("Subscription Fee") and will remain active and continue to incur the Subscription Fee unless you notify us in writing that you wish to deactivate your Account accordingly.
- 1.6 Your Subscription Fee, and the services available to you via the Application are, outlined to you at the time of registering your Account.
- 1.7 You acknowledge that unless you notify us of your desire to cancel your Account and access to the Application, you will automatically be charged a subsequent monthly Subscription Fee.
- 1.8 Your monthly Subscription Fee will be charged automatically in advance, on the first day of every calendar month.
- 1.4.9 You acknowledge that continued use of the Application will constitute acceptance of the Terms, as may be amended by us from time to time.

### 2. Intellectual Property

- 2.1. Unless stated otherwise, the Application is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, illustrations, artworks and graphics on the Application as well as the trademarks and logos are owned or controlled by us or licenced to us and are protected by copyright and trademark laws.
- 2.2. Unless expressly indicated in the Terms, no part of the Application and no content within the Application may be copied, reproduced, aggregated, uploaded, republished, posted, publicly displayed, translated, transmitted, encoded, distributed, licenced, sold or otherwise exploited for commercial purposes whatsoever, without our express prior written consent.
- 2.3. You are granted a limited licence to use the Application and to download it, provided you

are eligible to use the Application and you have properly gained access to it.

### 3. Your Obligations

- 3.1. You:
- Must ensure all registration information you submit through the Application is true, accurate, current, and complete;
  - Must maintain the accuracy of such registration information and promptly update such information as necessary;
  - Must ensure all documents uploaded to the Application are accurate and current;
  - Must maintain the accuracy of any documents uploaded and promptly update these if and when necessary;
  - Must not use the Application for any illegal or unauthorised purposes;
  - Must not use the Application to upload, depict or promote offensive or illegal material or behaviour;
  - Must not use the Application to display or promote racism, hatred, bigotry or any other violent or offensive material or behaviour;
  - Must ensure that your use of the Application will not violate any applicable law or regulation;
  - Must not access or use the Application for any purpose other than for what we make the Application available for;
  - Must not decompile, reverse engineer, disassemble, attempt to derive the source code of or decrypt the Application;
  - Must not make any modifications whatsoever to the Application;
  - Must not use the Application for creating a product, service or software that is directly or indirectly competitive with or in any way a substitute for the Application.

### 4. Our Rights

- 4.1. We:
- Reserve the right to monitor the Application for violations of the Terms;
  - May take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms;
  - May, in our sole discretion and without limitation, remove any material uploaded or posted in the Application that we believe violates the law or these Terms without notice or liability;
  - May, in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable the Application as a consequence of a breach of the Terms or for any reason at our absolute discretion;
  - May remove the Application or otherwisedisable any and all files and content in our sole discretion and without limitation, notice, or liability;
  - May otherwise manage the Application in a manner designed to protect our rights and property and to facilitate the proper functioning of the Application.

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4.vii. May suspend your access to your Account and the Application in the event that your Subscription Fee is not paid within five (5) days of receiving notice from us that it is outstanding.

## 5. Disclaimer

- 5.1. You agree that your use of the Application and the services provided therein will be at your sole risk
- 5.2. We make no representations or warranties regarding the accuracy or completeness of the Application's content, any documents stored or viewed within the Application, or the content of any websites linked to this Application or the services provided in the Application and we will assume no liability or responsibility for:
  - i. Any errors, mistakes, or inaccuracies of content and materials contained in the Application;
  - ii. Personal injury or property damage, of any nature whatsoever, resulting from your access and use of the Application or the services provided by the Application;
  - iii. Any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein;
  - iv. Any interruption or cessation of transmission to or from the Application including any bugs or viruses or the like which may be transmitted through the Application by any third party; and/or
  - v. Any errors or omissions in any content or material or for any loss or damage of any kind incurred as a result of the use of any content posted, transmitted, or otherwise made available via the Application.
- 5.3. We do not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the Application and we will not be a party to or in any way be responsible for monitoring any transaction between you and any third-party providers of products or services.
- 5.4. We do not claim ownership over any material you upload to the Application, however by uploading and submitting the material to the Application you grant us an irrevocable, non-exclusive, royalty free, and world wide licence to use the material.

## 6. Exclusion and limitation of liability

- 6.1. We do not warrant that the Application will always be accessible, uninterrupted, timely, secure, error free or free from computer virus or other invasive or damaging code or that the Application will not be affected by any acts of God or other force majeure events, including inability to obtain or shortage of necessary materials, equipment facilities, power or telecommunications, lack of telecommunications equipment or facilities and failure of information technology or telecommunications equipment or facilities.
- 6.2. We shall not be liable for any acts or omissions of any third parties howsoever caused, and for any direct, indirect, incidental, special,

consequential or punitive damages, howsoever caused, resulting from or in connection with the Application and the services offered in the Application, your access to, use of or inability to use the Application or the services offered therein, reliance on or downloading from the Application and/or services, or any delays, inaccuracies in the information or in its transmission including but not limited to damages for loss of business or profits, use, data or other intangible, even if we have been advised of the possibility of such damages.

- 6.3. We are not intended to support or carry Emergency Alerts to any Emergency Services or to directly or indirectly act as an emergency broadcast services product. Neither we nor our representatives will be liable for any claim, damage, loss, injury, or wrongful death and you will hold us harmless against any and all such claims arising from or relating to the inability to use the Application to contact Emergency Services or to use the Application as an emergency services broadcast platform.
- 6.4. Location services accessed through the Application may be inaccurate and you assume all responsibility and risk when using this service on the Application and exempt us and our agents for all and any liability when using the location services available through the Application.
- 6.5. You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable legal costs and expenses, made by any third party due to or arising out of:
  - i. your use of the Application;
  - ii. your breach of these Terms;
  - iii. your violation of the rights of a third party, including but not limited to intellectual property rights;
- 6.6. Regardless of any other provision of this agreement, our total liability to you under any indemnities that we have given you in relation to your use of the Application will not exceed your Subscription Fee.

## 7. Confidentiality and Privacy Policy

- 7.1. We are committed to respecting your right to privacy and protecting your personal information and are bound by the National Privacy Principles in the Privacy Act 1988 (Commonwealth) as well as other applicable laws and codes affecting your personal information.
- 7.2. We acknowledge that we receive information from you regarding your qualifications, current insurance certificates, compliance documentation and other personal information as required. We are obliged to treat this information in accordance with National Privacy Principles in the Privacy Act 1988 (Commonwealth) as well as other applicable laws and codes affecting your personal information.
- 7.3. We aim to make sure that all information we collect, use or disclose is accurate, complete and up-to-date. We will take reasonable steps to make sure this is the case. If you believe that information that has been stored on the

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Application is no longer accurate, complete or up to date it is your responsibility to let us know and update it accordingly.

- 7.4. We store information in different ways, including in paper and electronic form. The security of your personal information is important to us and we take reasonable steps to protect it from misuse and loss and unauthorised access, modification or disclosure. We take care to ensure that the information provided by you is protected. We have electronic security systems in place, including the use of data encryption. User identifiers, passwords or other access codes are also used to control access to our client's information.
- 7.5. By using the Application, you agree to be bound by our Privacy Policy, which is set out below.
- 7.6. By accessing the Application and continuing to use the services offered by the Application, you are deemed to have consented to our use and disclosure of your personal information in the manner prescribed in this Privacy Policy.
- 7.7. We reserve the right to amend this Privacy Policy from time to time, as we deem fit. If you disagree with any part of this Privacy Policy, you must immediately discontinue your access to the Application.
- 7.8. As part of our services offered through the Application we collect, use and in some cases disclose information about you to third parties and we have developed this Privacy Policy in order for you to understand how we collect, use, communicate, disclose and made use of your personal information when you use the Application.
- 7.9. In the course of your use of the Application we may collect the following personal information:
- i. Your full name;
  - ii. Address;
  - iii. Email address;
  - iv. Photo identification;
  - v. Telephone number; and/or
  - vi. Any other information required by us or our third party agents to ensure the services granted by the Application may be carried out including, but not limited to , your qualifications, current insurance certificates and compliance documentation.
- 7.10 We collect and use your personal information to provide access and engage with you in relation to the services granted by the Application;
- 7.11 We may disclose your personal information to third party agents and service providers automatically, without requesting your permission, to enable us to provide you access to the services granted by the Application and for other compatible purposes or as otherwise required by law;
- 7.12 We will protect your personal information by reasonable security safeguards against loss or theft, as well as unauthorized access, disclosure, copying, use or modification; and
- 7.13 We are committed to conducting our business in accordance with these principles in order to ensure that your confidential and personal information is protected and maintained.

## 8. Term and Termination

8.1. These Terms will remain in full force and effect while you have access to and use the Application.

~~8.2. In the event that your Subscription Fee is not paid when due, we will provide you with notice of non-payment of any amount due. Unless the full amount has been paid, we may suspend your Account and as well as your access to the Application five (5) days after such notice.~~

~~8.2-8.3.~~ If you use the Application in contravention of these Terms, we may suspend or terminate your use of the Mobile Application.

~~8.3-8.4.~~ You may end your access to the Application by deleting your account and/or the Application;

~~8.4-8.5.~~ In the event that you end your access to the Application by deleting your account and/or the Application you will continue to be charged until we are notified in writing that you wish for us to cancel your account.

## 9. No Waiver

9.1. At no time or other indulgence granted by us to you or any variation of these Terms or any judgment or order obtained by us against you will not in any way amount to a waiver of any of our rights or remedies in relation to the Application or your use of the Application.

## 10. Severability

If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause contained in these Terms is unenforceable, illegal or void then it must be severed and the other provisions of these Terms will remain operative

## 11. Governing Law and Jurisdiction

The Appointment is governed by Victorian law and the parties submit to the non-exclusive jurisdiction of the courts of the State of Victoria in relation to this Appointment.

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