

Solosafe Terms of Use

1. Definitions

- (a) **Access Information:** the unique identifier issued by the Company to the Customer and/or the User.
- (b) **Agreement Data:** all data handled, developed, created, generated or processed by the Company for the Customer in the course of providing Solosafe.
- (c) **Agreement IP:** all intellectual property rights created, discovered, varied or that come into existence in relation to the performance of this Agreement by a party, but excludes the pre-existing intellectual property of a party.
- (d) **Customer:** person or entity that uses Solosafe.
- (e) **Company:** NSN entity supplying Solosafe
- (f) **Escalation Details:** the contact details of the User's emergency contacts who are to be contacted by the Company as required through the use of Solosafe by the User
- (g) **Personal Information:** has the same meaning given to it in the *Privacy Act 1988* (Cth).
- (h) **PPSA:** the *Personal Property Securities Act 2009* (Cth).
- (i) **PPSR:** the Personal Property Securities Register.
- (j) **User:** the person who uses Solosafe, which may include the Customer, its personnel, a related party of or a person associated with, the Customer.
- (k) **User Guide:** the user guide as provided by the Company to the Customer for Solosafe.
- (l) **Virus:** a computer program, code, device, product or component that is designed to or may in the ordinary course of its operation copy itself or be copied to any other type of media and which destroys, alters or corrupts files or data, or is harmful, destructive or disabling, or assists in or enables theft, alteration, denial of service, unauthorised access to or disclosure, destruction or corruption of information, data or software.

2. Customer Acknowledgement

The Customer acknowledges and agrees that:

- (a) it has completed the 'User Connection and Monitoring Information Form' as provided by the Company;
- (b) a signed statutory declaration is required to authorise the Company to dispatch an ambulance service;
- (c) it has conducted its own due diligence as to the fitness for purpose of Solosafe and the Customer and User (as applicable) is deemed to have satisfied itself that Solosafe will be adequate, fit for purpose and suitable for its own use;
- (d) the Customer and a User uses Solosafe at its own risk
- (e) the Solosafe Device may not be free from Viruses or errors;

- (f) the Company's logos, product names, documentation and other support materials in relation to Solosafe, including the User Guide, either comprise intellectual property rights or constitute valuable trade secrets and are proprietary to the Company;
- (g) any costs associated with the dispatch or attendance of emergency services, mobile patrol officer or any other party attending on behalf of the Customer, will be the Customer's responsibility;
- (h) the Company does not warrant the time in within which the emergency services or any mobile patrol officer, or responder will respond to an alarm or alert triggered by the User;
- (i) it will obtain all consents from Users which are necessary to allow the Company to comply with its obligations under the *Privacy Act 1988* (Cth) and this Agreement;
- (j) it will advise the Company of any specific information required to be uploaded onto the Solosafe Device. Such information may include, name, address, contact numbers etc;
- (k) the global positioning system geolocation of the Solosafe Device:
 - (i) requires a line-of-sight connection to satellites to enable a GPS location to be provided;
 - (ii) data sent to the Company's database system is via a third party network provider and such data may be delayed or corrupted from time to time;
 - (iii) on Google Maps is limited to the common constraints of all GPS geolocation systems located under it; and
 - (iv) coverage will be impacted by physical obstructions blocking or inhibiting the GPS geolocation signal (eg basements, lifts, concrete buildings, tunnels, hills and trees);
- (l) it will conduct or procure that the User conducts regular testing as directed by the Company from time to time; and
- (m) it will update the Company with all response protocols (including alarm Escalation Details), communication details and any other information, as required by the Company to provide the required response.

3. Terms of Use

- (a) Title in the Solosafe Device passes to the Customer upon the Customer making payment in full to the Company for the Solosafe Device. Risk in the Solosafe Device passes to the Customer at the time that the Solosafe Device has been delivered to the Customer.
- (b) The Customer is solely responsible for and must provide the User with training and the User Guide to operate the Solosafe Device.
- (c) The Customer must comply with the User Guide and all reasonable instructions, directions and training on the Solosafe Device given by or on behalf of the Company.
- (d) The Customer must immediately notify the Company if:
 - (i) the Users ceases to use the Solosafe Device.
 - (ii) the Solosafe Device is lost or damaged; or

- (iii) the User is no longer authorised to use the Solosafe Device.
- (e) The Customer must provide accurate Escalation Details to the Company and immediately notify the Company of any change in their contact details including Escalation Details relating to Solosafe for any User.
- (f) The Customer must not, and must not attempt to:
 - (i) change, replicate, decompile, disassemble, reverse engineer, include in other software or translate the Solosafe Device;
 - (ii) change response protocols or User details without the Company's prior written approval;
 - (iii) create derivative works or applications (in any format or medium) of the Solosafe Device or the services that it performs;
 - (iv) licence, sub-licence, re-sell, assign, distribute the Solosafe Device;
 - (v) provide access to the Solosafe Device to any person who is not a User; or
 - (vi) disclose the Access Information to any third party unless expressly authorised to do so under this Agreement or by the Company in writing, and must keep the Access Information secure and confidential at all times, and must procure that the Users comply with this clause, and immediately notify the Company if it has been accessed by an unauthorised person, in which case the Company will suspend the Customer's Access Information.

4. Agreement Data and IP

- (a) The Customer agrees that the Company may collect, store and use technical data, Personal Information and related information from the use of Solosafe to facilitate product support and other services to the Customer or any third parties (if any). The Company may use such information or statistics, to improve its products or to provide services or technologies to the Customer or other users of Solosafe in compliance with all laws, provided that any such information is de-identified.
- (b) The legal right, title and interest in the Agreement Data vests in the Company absolutely on creation, and subject to all applicable laws, the Company may use the Agreement Data for any purpose, including disclosing it to any third party.
- (c) The Company will use all reasonable endeavours to ensure that any Agreement Data that contains the Personal Information of the Customer, or any of its Users, will only be used by or disclosed to third parties in such a way that de-identifies the Customer or its Users except in circumstances where it is required or authorised by Law and where there is a serious threat to life, health or safety.
- (d) The Company grants the Customer a non-exclusive, non-transferable and revocable licence to use the Agreement Data during the Term of this Agreement.
- (e) The Customer must use all reasonable endeavours, in accordance with industry best practice, to maintain the security and confidentiality of the Agreement Data.
- (f) All legal and beneficial right, title and interest in and to the Agreement IP vests in the Company and, other than as licensee under a licence granted under this Agreement, this Agreement does not convey any such right, title or interest to the Customer.

- (g) The Customer assigns to the Company all right, title and interest of the Customer in the Agreement IP.
- (h) At the expense of the Company, the Customer must do, and must procure that its personnel do, all things necessary to ensure that the Company (or its nominee) holds all legal and beneficial right, title and interest in the Agreement IP, including signing and otherwise effecting transfers of that Agreement IP to the Company.

5. User Guide

- (a) The Company will provide to the Customer a User Guide.
- (b) The Customer is responsible for providing a copy of the User Guide to the User.
- (c) The Company may update and amend the User Guide as it considers appropriate.
- (d) The Company must, as soon as reasonably practicable, make available to and update the Customer of any amendment to the User Guide.
- (e) The Customer must procure that all Users follow and otherwise comply with the User Guide as updated from time to time.
- (f) The Customer must, and must procure that the Users:
 - (i) keep the User Guide confidential; and
 - (ii) upon demand by the Company, or at the end of the Term, permanently delete all copies of the User Guide, including superseded copies.

6. Suspension

- (a) The Company may suspend the Customer and the User's rights (as applicable) to use Solosafe by written notice to the Customer if:
 - (i) the Company suspects that there has been an unauthorised access or use;
 - (ii) the Customer has conducted any unlawful or illegal use of the Solosafe Device; or
 - (iii) there is a material breach of this Agreement.
- (b) If use of Solosafe is suspended for whatever reason:
 - (i) the Customer and/or the User must cease all use of the Solosafe Device; and
 - (ii) the Company may withdraw the Access Information and the Customer's and Users' other means of accessing the Solosafe Device.
- (c) The Company may continue a suspension of a Customer and/or the User's use of Solosafe under clause 6(b) until the Customer remedies the default or this Agreement is terminated, whichever is the earlier in time. The Customer will continue to be liable for any reasonable ongoing costs that the Company incurs including costs from a third party.

7. Defects liability

- (a) Any term, condition, guarantee or warranty which would otherwise be implied into this Agreement to the transactions contemplated by this Agreement is excluded to the maximum extent permitted by law.
- (b) If the Company is liable for a breach of a mandatory term, condition, guarantee or warranty which cannot be excluded from the Agreement by agreement of the parties, the Company's liability is, to the fullest extent permitted by law, limited to any one or more of the following as the Company determines in its absolute discretion:
 - (i) replacement of the Solosafe Device or supplying equivalent product;
 - (ii) repair of the Solosafe Device; or
 - (iii) paying the costs of replacing, repairing or hiring an equivalent Solosafe Device.
- (c) To the extent permitted by law, the Company's maximum aggregated liability to the Customer in relation to this Agreement is limited to the amount of the aggregated value of the amount invoiced under this Agreement for the 12 month period prior to the event giving rise to the claim.

8. Customer's insurances

- (a) The Customer must obtain and maintain at the Customer's own cost and expense for the duration of the Term insurance it is required by Law to maintain, and Public Liability insurance with a limit of not less than \$20 million, that covers the Company and its Personnel and includes a cross liability clause under which the insurer waives all rights of subrogation against an insured person.
- (b) If the Customer is required by law to maintain Workers' Compensation Insurance, it must contain a principal's indemnity extension for both statutory and common law liability in favour of the Company and its Personnel.
- (c) The Customer must not do or omit to do, and must ensure that its personnel and Users (as applicable) do not do or omit to do, any act that would be grounds for an insurer to refuse to pay a claim made under any of the insurance policies provided under this clause.

9. PPSA

- (a) This Agreement is a security agreement for the purposes of the PPSA. The Customer acknowledges that it has granted the Company a security interest in the Solosafe Device and its proceeds, which is a purchase money security interest to the extent that it secures payment of all or part of the Agreement Price.
- (b) The Customer consents to the Company perfecting any security interest arising in connection with this Agreement by registering a financing statement on the PPSR and any other applicable security registers in any manner it considers appropriate. The Customer agrees to do anything the Company reasonably asks to ensure that the security interest:
 - (i) is enforceable, perfected and otherwise effective; and
 - (ii) has priority over all other security interests.

- (c) At the discretion of the Company (exercised reasonably), the Customer must pay or reimburse the Company for any fees or charges for the PPSR or other registrations contemplated by this clause.
 - (d) The Customer waives its right to receive any notice (including notice of a verification statement) that is required by the PPSA unless the notice is required by the PPSA and cannot be excluded.
 - (e) The Customer agrees not to exercise its rights to make any request of the Company under section 275 of the PPSA. Neither Party will disclose any information of the kind mentioned in section 275(1) of the PPSA unless section 275(7) of the PPSA applies.
 - (f) To the extent permitted by Law, the Parties contract out of and the Customer waives its rights under the following provisions of Chapter 4 of the PPSA, sections 95, 96, 121(4), 125, 130, 132(3)(d), 132(4), 142 and 143.
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