

## PREVENTURE TERMS AND CONDITIONS

### 1 Acceptance

- (a) Preventure Pty Ltd trading as Preventure ABN 23 162 610 166 (**we** or **us**) own the cloud-based software, including all instructions in hard copy or electronic form and any update, modification or release of any part of that software (**Software**) which is accessible at <http://www.preventure.live> (**Site**). We also own the associated hardware to be used with the Software (**Hardware**).
- (b) These terms and conditions (**Terms**):
  - (1) set out the terms and conditions upon which we agree to (i) grant you a right to use the Software as a service, as described on the Site (**SaaS Services**) and provide any other services as set out in these Terms (together with the SaaS Services, the **Services**) and (ii) lease you the Hardware; and
  - (2) are binding on you from the date (**Effective Date**) on which we provide you with an account to enable you to access and use the Services (**Account**) until the date on which your Account is terminated in accordance with these Terms (**Term**).
- (c) Please read these Terms carefully and immediately terminate your Account if you do not agree to them.
- (d) By logging into an Account and/or accessing and/or using the Services, you; each person, entity or organisation using our Platform (referred to as **you** or a **user**):
  - (1) warrant to us that you have reviewed these Terms including our Privacy Policy, available on the Site, and you understand them;
  - (2) warrant to us that you have the legal capacity to enter into a legally binding agreement;
  - (3) warrant to us that you have all hardware, software and services which are necessary to access and use the Services (apart from the Hardware we will supply to you); and
  - (4) agree to use the Services in accordance with these Terms.
- (e) If you are agreeing to these Terms not as an individual but on behalf of a company, your employer, an organisation, government or other legal entity (**Represented Entity**), then “you” means you as the individual user and the Represented Entity and you are binding yourself and the Represented Entity to these Terms. If you are accepting these Terms and using our Services on behalf of a Represented Entity, you represent and warrant that you are authorised to do so.

### 2 Registration and Account

- (a) You will be required to create an Account with us in order to access and use the Services. You must ensure that any personal information you give us when creating an Account is accurate and up-to-date. All personal information that you give to us will be treated in accordance with our Privacy Policy.
- (b) When you create an Account, you will choose your plan based on the features and number of authorised users described (**Plan**). As part of each Plan, we will provide you with a number of authorised user log-ins and passwords, codes to activate each sensor unit of Hardware (**Unit Activation Codes**) and the Hardware which we will dispatch to you in accordance with the Hardware and Hardware Delivery clauses below. It is your responsibility to keep your Account details confidential. You are liable for all content posted and all activity on your Account, including purchases made using your Account details and content posted by others who have logins or accounts associated with your Account, and you must immediately notify us of any unauthorised use of your Account.
- (c) You must ensure you have consent under all applicable Laws (defined below) when sharing the personal information of any other users including authorised users and your personnel.
- (d) At our sole discretion, we may refuse to allow any person to create an Account.

### 3 Collection Notice

- (a) We collect personal information about you in order to enable you and your authorised users to access and use the Site, to contact and communicate with you, to respond to your enquiries and for other purposes set out in our Privacy Policy.

- (b) We may disclose that information to third party service providers who help us deliver our services (including information technology service providers, data storage, web-hosting and server providers, professional advisors, payment systems operators and our business partners) or as required by law. If you do not provide this information we may not be able to provide the Services to you. In certain circumstances, we may disclose your personal information to third parties located, or who store data, outside Australia.
- (c) Our Privacy Policy contains further information about: (i) how we store and use your personal information; (ii) how you can access and seek correction of your personal information; (iii) how you can make a privacy-related complaint; and (iv) our complaint handling process. By providing personal information to us, you consent to us collecting, holding, using and disclosing your personal information in accordance with our Privacy Policy.

#### 4 SaaS Licence

- (a) In consideration for payment of the fees, as set out on the Site (**Fees**) for your Plan, we grant you a non-exclusive, non-transferable, non-sublicensable (except as otherwise permitted under these Terms) and revocable licence to access and use the SaaS Services for internal business purposes for the Term (**SaaS Licence**).
- (b) You agree that provided you have paid any Fees due for your Plan:
  - (1) the SaaS Licence will start on the date the Unit Activation Codes are entered into your Account but any restrictions in clause 5 will apply from the date your Account is created;
  - (2) the SaaS Licence permits you to access and use the SaaS Services in accordance with the number and type of authorised users, as set out in your Account or otherwise agreed by us;
  - (3) if the number of authorised users is exceeded we may charge a fee for each additional authorised user as specified on the Site/agreed between us and you; and
  - (4) we reserve the right at any time and from time to time to change or remove features of the SaaS Services provided that, where there is any material alteration to the SaaS Services in accordance with this clause, we will provide you with 20 business days' notice.

#### 5 Restrictions

- (a) You acknowledge and agree that these Terms incorporate by reference the terms of any acceptable use policy as set out on the Site or as provided to you from time to time.
- (b) You must not (and must ensure the authorised users do not) access or use the SaaS Services except as permitted by the SaaS Licence and you must not do, omit to do, or authorise any act that would or might invalidate or be inconsistent with our intellectual property rights in the SaaS Services or Software. Without limiting the foregoing provisions, you must not and must not permit any other person to:
  - (1) resell, assign, transfer, distribute or provide others with access to the SaaS Services;
  - (2) "frame", "mirror" or serve any of the SaaS Services on any web server or other computer server over the Internet or any other network;
  - (3) copy, alter, modify, create derivative works from, reproduce to a third party, reverse assemble, reverse engineer, reverse compile or enhance the SaaS Services or Software;
  - (4) alter, remove or tamper with any trademarks, any patent or copyright notices, any confidentiality legend or notice, any numbers or any other means of identification used on or in relation to the SaaS Services or Software and/or Hardware;
  - (5) use the SaaS Services in any way which is in breach of any applicable local, state, federal and international laws and regulations including workplace health and safety and workplace surveillance laws (**Laws**) or which infringes any person's rights, including intellectual property rights and privacy rights;
  - (6) use the SaaS Services to transmit, publish or communicate material that is defamatory, offensive, abusive, indecent, menacing or unwanted;
  - (7) use the SaaS Services in any way that damages, interferes with or interrupts the supply of the SaaS Services;

- (8) introduce malicious programs into our Hardware and Software or our Hardware, Software and Services which are integrated and operate together, including our networks (**Systems**), including viruses, worms, trojan horses and e-mail bombs;
- (9) reveal your Account password to others or allow others to use your Account (other than authorised users);
- (10) use the SaaS Services to carry out security breaches or disruptions of a network. Security breaches include accessing data where you are not the intended recipient or logging into a server or account that you are not expressly authorised to access or corrupting any data (including network sniffing/monitoring, pinged floods, packet spoofing, denial of service and forged routing information for malicious purposes);
- (11) use any program/script/command, or send messages of any kind, with the intent to interfere with, or disable, any person's use of the SaaS Services;
- (12) send any unsolicited email messages through or to users of the SaaS Services in breach of the *Spam Act 2003* (Cth) or to send any form of harassment via email, or any other form of messaging, whether through language, frequency, or size of messages or use the SaaS Services in breach of any person's privacy (such as by way of identity theft or "phishing"); or
- (13) use the SaaS Services to circumvent user authentication or security of any of your networks, accounts or hosts or those of your customers or suppliers.

## 6 Hardware

- (a) In consideration of your payment of the Fees, we will lease you the Hardware chosen in your Plan from the date of delivery until the date your Account is terminated in accordance with these Terms (**Hire Period**).
- (b) We own the Hardware and you take the Hardware as bailee only.
- (c) We may use a third party manufacturer to manufacture the Hardware (**Manufacturer**).
- (d) During the Hire Period, despite any provision to the contrary, to the maximum extent permitted by law, you acknowledge and agree:
  - (1) to protect and maintain the Hardware and keep it in good order and condition;
  - (2) to ensure that only authorised users use the Hardware;
  - (3) that you are responsible for any loss, cost, theft, damage, vandalism or destruction of or to the Hardware; and
  - (4) that no such loss, cost, theft, damage or destruction of or to the Hardware will impair or frustrate any of your obligations under these Terms (including, without limitation, as to the payment of the Fee).
- (e) You are responsible for any installation and/or pairing of the Hardware with the Software to ensure the Hardware functions as required by the SaaS Services.
- (f) Hardware Support and Maintenance Services are included in your Plan. If you require support and/or maintenance for the Hardware during the Term please contact us in accordance with the Support and Maintenance Services clause below. Where any upgrades are made to the Hardware during the Hire Period we will supply these upgrades to you at no extra cost.
- (g) You are not permitted to otherwise conduct any support, maintenance and/or otherwise tamper with the Hardware or permit any third party not authorised by us to do so. Any such actions may void any remedies and/or rights you may have under the Hardware Defects and Support and Maintenance Services clauses below.
- (h) Upon termination of these Terms or cancellation of the SaaS Licence, you are responsible for returning all Hardware to us at your cost.
- (i) We may from time to time issue discount codes for the purchase of large orders of Hardware on the Site at our absolute discretion. Any availability of discount codes will be set out on the Site or otherwise agreed with us at the time you place your order.

## 7 Hardware Delivery

- (a) We deliver the Hardware Australia wide. We normally dispatch Hardware within 24 hours/days of receiving the Fees, unless otherwise noted on the Site or during the purchase process. Any delivery

periods displayed on the Site are estimates only, based on the information provided by any delivery company we may use to dispatch the Hardware.

- (b) We may deliver the Hardware using a range of delivery methods. All deliveries must be signed for. If neither you nor your authorised representative is at the delivery address to accept delivery, the delivery company will generally deliver the Hardware to your nearest post office.
- (c) If payment is declined for any reason, we reserve the right to reclaim the Hardware from your possession, custody or control even if the Hardware has been delivered to you or moved from the delivery address. We reserve the right to keep or sell the Hardware. Risk of loss, damage or deterioration to any Hardware will pass to you on delivery.

## 8 Hardware Defects

- (a) If during the Hire Period, you consider that the Hardware contains any fault, defect or error which is caused by a breach of these Terms by us (**Defect**), you must immediately notify us in writing. If we inform you that it is necessary you must arrange for the return of the Hardware to us for our inspection (or the inspection of our Manufacturer, if applicable) to the details set out at the end of these Terms. You agree to provide us with all information we reasonably request concerning the Defect.
- (b) If requested, you must make available or return all the relevant Hardware, together with all packaging, parts, accessories, and documentation provided with the Hardware.
- (c) If, on our inspection of the Hardware, (or the inspection of our Manufacturer, if applicable) we (or our Manufacturer, if applicable) consider the Hardware to be defective, and such Defect was not caused or contributed to by anything that you or a third party did, then:
  - (1) we may, either repair or replace the relevant Hardware, refund that portion of the Fee to which the relevant Hardware relates, or provide you with compensation in the way of an extension of the use of the Hardware and your Plan; and
  - (2) we will refund you any costs associated with the return of the Hardware to us.
- (d) Where any Hardware is manufactured by a Manufacturer it may be covered by a separate hardware manufacturer's warranty which will be set out on the Site and incorporated into these Terms. Where any hardware manufacturer's warranty applies we may be required to send any Defects to our Manufacturer for inspection, repair and/or replacement under this clause.
- (e) Nothing in the Terms attempts to modify or exclude the conditions, warranties and undertakings, and other legal rights, under the Australian Consumer Law. In Australia, our goods come with guarantees which cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and 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. Any and all other warranties or conditions which are not guaranteed by the Australian Consumer Law are expressly excluded where permitted, except to the extent such warranties and conditions are fully expressed in these Terms.
- (f) Where any Hardware is damaged, or otherwise contains any fault, defect or error, caused or contributed to by you or any third party, you may obtain replacement Hardware, at your cost, by contacting us.

## 9 Personal Property Securities Act 2009 (Cth)

- (a) In this clause, PPSA means Personal Property Securities Act 2009 (Cth). Terms defined in the PPSA have the same meaning when used in this clause.
- (b) We will retain full legal and equitable ownership of and title to, all Hardware.
- (c) You acknowledge that our interest in the Hardware leased under these Terms and in all proceeds from the sale of such Hardware by you to a third party is a security interest (although any such sale would be a breach of these Terms).
- (d) You consent to us registering our security interest on the PPSR and agree to provide all assistance we reasonably require (i) to facilitate registration, (ii) to ensure that our security interest is enforceable against you and third parties, perfected and otherwise effective, and has the priority we require and/or (iii) to enable us to exercise our rights in connection with the security interest.
- (e) You undertake to give us not less than 14 days written notice of any proposed change in your name and/or any other changes in your details (including but not limited to changes in your address, telephone numbers, email address, trading name or business practice).

- (f) Pursuant to section 275(6) of the PPSA, you agree that you will not disclose to an interested person information pertaining to our security interest without our prior approval.
- (g) You will pay on demand any losses arising from, and any costs and expenses incurred in connection with registration of a security interest and/or any action taken by us to protect our security interest described above.
- (h) You waive the right to receive any notice, copies of documents or information under the PPSA (including notice of a verification statement) unless the notice, document or information is required by the PPSA and cannot be excluded (including under sections 95, 117, 118, 121(4), 125, 127, 129(2), 129(3), 130, 132(3)(d), 132(4), 135, 136(5), 137(3), 142 and 143 of the PPSA which will not apply).

#### 10 Development Services

- (a) If, during the Term, you require any changes to the scope, functionality or nature of the SaaS Services or the elements of the Software used to provide the SaaS Services or any bespoke customisations to the SaaS Services, you must notify us of the requisite changes. Following notification, we will provide you with written notice setting out the development services required in respect of such changes (**Development Services**) and the fee for such Development Services (**Development Fee**). If you agree to the Development Services and the Development Fee then, subject to these Terms, we will provide the Development Services to you in consideration for payment of the Development Fee.

#### 11 Support and Maintenance Services

- (a) During the Term, we will endeavour to provide you with the support and maintenance services set out on the Site (**Support and Maintenance Services**) which consist of a 24 hour online help desk accessible through your Account, provided that (i) you notify us in accordance with any applicable systems and processes set out on the Site and (ii) where required, you assist us in investigating and ascertaining the cause of the fault and provide us with access to all necessary information relevant to the fault (including what you or your personnel have done in relation to the fault).
- (b) We have no obligation to provide Support and Maintenance Services for, and provide no warranties in respect to, the Software and/or Hardware, or any part of the Software and/or Hardware, which has been modified by a person other than us.

#### 12 Your Data

- (a) **Licence:** You grant us and our sub-processors a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, fully paid, sublicensable and transferable license to (i) use, copy, back-up, process, transmit, store, edit, modify, aggregate, combine, reproduce, distribute, display, and prepare derivative works of the information, documents and other data you, your personnel or any authorised users provide to us, is created by the use of the SaaS Services including sensor data metrics (with direction or speed of movement) or report classification data or upload to the SaaS Services or which we otherwise access in providing the Services (**Data**) and (ii) otherwise access, use or make reference to the Data or any intellectual property rights in the Data:
  - (1) to supply the Services (including enabling you, your personnel and authorised users to access and use the SaaS Services);
  - (2) for diagnostic purposes;
  - (3) to test, enhance and otherwise modify the Services whether requested by you or not;
  - (4) to develop other services; and
  - (5) as reasonably required for the performance of our obligations under these Terms.
- (b) Notwithstanding anything to the contrary in these Terms or elsewhere, we may monitor, analyse and compile statistical and performance information based on and/or related to your use of the Services, in an aggregated and anonymized format (**Analytics**). You agree that we may make such Analytics publicly available, provided that it: (i) does not contain identifying information; and (ii) is not compiled using a sample size small enough to make the underlying data identifiable. We and/or our licensors own all right, title and interest in and to the Analytics and all related software, technology, documentation and content provided in connection with the Analytics, including all intellectual property rights in the foregoing.
- (c) **Moral Rights:** If you or any of your personnel have any moral rights (as defined in the *Copyright Act 1968* (Cth)) (**Moral Rights**) in any Data, you (and you will ensure that your personnel) consent to the infringement of those Moral Rights by us or our personnel.

- (d) **General:** You must, at all times, and where applicable, ensure your Data is virus free, accessible and useable and that your use of your Data is compliant with all Laws. You represent and warrant that: (i) you have obtained all necessary rights, releases and permissions to provide all your Data to us and to grant the rights granted to us in these Terms; and (ii) your Data and its transfer to and use by us as authorised by you under these Terms do not violate any Laws (including those relating to export control and electronic communications) or rights of any third party, including any intellectual property rights, rights of privacy, or rights of publicity, and any use, collection and disclosure authorised in these Terms is not inconsistent with the terms of any applicable privacy policies. We assume no responsibility or liability for your Data, and you shall be solely responsible for your Data and the consequences of using, disclosing, storing or transmitting it.
- (e) **Removals:** We have no obligation to monitor any content uploaded to the SaaS Services. Nonetheless, if we deem such action necessary for any reason, we may (without limiting our other rights) remove your Data from the SaaS Services. We have no liability to you for removing your Data from the SaaS Services.

### 13 Your Responsibilities and Obligations

You must, at your expense:

- (a) provide us with all materials and all reasonable assistance and cooperation in order for us to supply the Services in an efficient and timely manner, including obtaining from authorised users any consents necessary to allow you and your personnel to engage in the activities described in these Terms and to allow us to provide the Services;
- (b) provide us and our personnel with reasonable access to your computing environment, including all Systems, information technology and telecommunications services (**Computing Environment**), if necessary for us to supply the Services;
- (c) ensure that only your personnel and authorised users access and use the SaaS Services and such use and access is in accordance with the terms and conditions of the SaaS Licence;
- (d) ensure all information provided to us is kept up-to-date and the email address you provide is valid and regularly checked; and
- (e) make any changes to your Computing Environment, such as system upgrades, that may be required to support the delivery and operation of any Services.

### 14 Audit and monitoring

- (a) You must keep a record of the use of and access to the SaaS Services and provide a copy of it to us upon request.
- (b) We, our personnel and any person authorised by us may audit and inspect, and appoint one or more auditors to audit and inspect, any of your Systems, documents and records to verify your compliance with these Terms. Upon receipt of a written notice from us, you must permit such audits and inspections and give such persons reasonable assistance, access and facilities. We will bear all costs associated with such audits and inspections.

### 15 Payment

- (a) You must pay us the Fee for your Plan and any other amount payable to us under these Terms, without set off or delay, via credit card or any other payment method set out on the Site. The first Plan Fee will be payable upon creation of your Account.
- (b) Your Service will only commence upon us receiving any Fees due for your Plan.
- (c) Your Plan will automatically renew on the anniversary of the date the Unit Activation Code was entered into your Account for another calendar year. You will be notified 14 days before the renewal date. If you wish to terminate your Plan, you must notify us in accordance with the Termination clause below by giving at least 14 days' notice prior to the end of the current billing cycle.
- (d) Fees are payable in advance of each Plan billing cycle, unless otherwise agreed with us.
- (e) You are responsible for reviewing the pricing schedule, features and limits associated with your Plan, which are available on the Site. The Fee for your Plan is based on the number of authorised users before the commencement of the next Plan billing cycle.
- (f) The Fee is non-refundable. To the maximum extent permitted by law, there will be no refunds or credits for any unused Plan (or part thereof), Plan downgrade or unused Accounts. Downgrading your

Plan may result in the loss of content, features or capacity of your Account. We do not accept any liability for any losses or damages that may arise in such cases.

- (g) We may offer you a free or trial Account with limited features designed to allow you to evaluate the Services and make sure they are right for you before signing up for a paid Plan. Any trial period can change at any time without notice. We have the right to terminate any trial Account if you are found to be misusing the Services.
- (h) If you upgrade or downgrade your Plan, the credit card linked to your Account will automatically be charged the Fee for your new Plan in advance of your next Plan billing cycle. Please ensure that this credit card has sufficient funds to pay the Fee. If your credit card expires and you do not cancel your Account, you will remain responsible for paying the Fee for the Plan, which will accrue to your Account until we receive a cancellation notice.
- (i) All Fees exclude GST. If you are located outside Australia you will not be charged GST. You are responsible for all taxes, levies or duties imposed by taxing authorities in your own country, and you shall be responsible for payment of them. We have no responsibility to them on your behalf.
- (j) The Fee is subject to change upon 30 days' notice from us to you and will apply to the next Plan billing cycle. Such notice may be provided at any time by posting the changes on our Site, via email or via a notification to your Account. If you do not agree to the Fee change, you may cancel your Account in accordance with clause 18(a).
- (k) If any payment is not made in accordance with our payment terms, including if applicable, where an invoice is issued, we may (at our absolute discretion):
  - (1) immediately cease providing the Services and recover as a debt due and immediately payable from you our additional costs of doing so;
  - (2) charge interest at a rate equal to the Reserve Bank of Australia's cash rate from time to time plus 8% per annum, calculated daily and compounding monthly, on any amounts unpaid after the due date of payment;
  - (3) engage debt collection services and/or commence legal proceedings in relation to any unpaid amounts; and/or
  - (4) report you to independent credit data agencies.

## 16 Intellectual Property Rights

- (a) All intellectual property (including copyright) developed, adapted, modified or created by us or our personnel (including in connection with these Terms, the Software, the Hardware and the Services) will at all times vest, or remain vested, in us.
- (b) You must not, without our prior written consent:
  - (1) copy or use, in whole or in part, any of our intellectual property;
  - (2) reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any of our intellectual property to any third party; or
  - (3) breach any intellectual property rights connected with the Site, the Software, the Hardware or the Services, including (without limitation) altering or modifying any of our intellectual property; causing any of any of our intellectual property to be framed or embedded in another website; or creating derivative works from any of our intellectual property.
- (c) This clause 16 will survive termination of your Account.

## 17 Indemnity and liability

- (a) Despite anything to the contrary, to the maximum extent permitted by the law:
  - (1) our maximum aggregate liability arising from or in connection with these Terms (including the Services, Software, Hardware or the subject matter of these Terms) will be limited to, and must not exceed the total amount of Fees you paid to us in the year in which the liability arose; and
  - (2) we will not be liable to you for any loss of profit (including anticipated profit), loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings (including anticipated savings), loss of reputation, loss of use and/or loss or corruption of data,

whether under statute, contract, equity, tort (including negligence), indemnity or otherwise.

(b) Despite anything to the contrary, to the maximum extent permitted by the law, we have no liability, and you release and discharge us from all liability, arising from or in connection with any:

- (1) any damage, injury or loss to any person or property;
- (2) failure or delay in providing the Services;
- (3) unavailability, outage or interruption to the Services or your Systems;
- (4) breach of these Terms or any Laws (specifically workplace health and safety and workplace surveillance laws if applicable); or
- (5) breach of any person's privacy when using the Hardware,

where caused or contributed to by any:

- (6) event or circumstance beyond our reasonable control;
- (7) a fault, defect, error or omission in your Computing Environment or Data; or
- (8) act or omission of you, your related parties, personnel or a third-party service provider,

and, in any event, any error, omission or lack of suitability (or the absence of, or reduction in, any anticipated result, outcome or benefit) with respect to the Services.

(c) Certain legislation including the Australian Consumer Law (**ACL**) in the *Competition and Consumer Act 2010* (Cth), and similar consumer protection laws and regulations may confer you with rights, warranties, guarantees and remedies relating to our provision of our services which cannot be excluded, restricted or modified (**Statutory Rights**). Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled to cancel your service contract with us; and to a refund for the unused portion, or to compensation for its reduced value. Nothing in these Terms attempts to exclude, restrict or modify your Statutory Rights as a consumer under the ACL. Any and all other warranties or conditions which are not guaranteed by the ACL are expressly excluded where permitted, except to the extent such warranties and conditions are fully expressed in these Terms.

(d) You agree that, to the maximum extent permitted by the law, these Terms exclude all terms, conditions and warranties implied by statute, in fact or on any other basis, except to the extent such terms, conditions and warranties are fully expressed in these Terms. Where those conditions and warranties cannot be excluded by law, you acknowledge and agree that our liability under such conditions or warranties is limited to, at our option:

- (1) the supplying of the affected Software, Hardware or Services again;
- (2) repairing the affected Software or Hardware as applicable; or
- (3) a refund of the Fees paid in respect to the affected Software, Services and Hardware.

(e) You acknowledge and agree that:

- (1) you are responsible for all users using the Services, including your personnel and any authorised users;
- (2) you are responsible for obtaining any necessary consents from your personnel to operate and use the Hardware and the Software as required;
- (3) you use the Services and any associated programs and files at your own risk;
- (4) the technical processing and transmission of the Services, including your Data, may be transferred unencrypted and involve (i) transmissions over various networks; and (ii) changes to conform and adapt to technical requirements of connecting networks or devices;
- (5) we may use third-party service providers to host the Services. If the providers of third party applications or services cease to make their services or programs available on reasonable terms, we may cease providing any affected features without liability or entitling you to any refund, credit, or other compensation;
- (6) the Services may use third party products, facilities or services. We do not make any warranty or representation in respect of the third-party products, facilities or services;
- (7) we do not guarantee that any file or program available for download and/or execution from or via the Services is free from viruses or other conditions which could damage or interfere with Data, hardware or software with which it might be used;
- (8) any collation, conversion and analysis of Data performed as part of the Services (whether by the Services or otherwise) is likely to be subject to human input and machine errors,

omissions, delays and losses, including any loss of Data; we are not liable for any such errors, omissions, delays or losses; and you are responsible for adopting reasonable measures to limit the impact of such omissions, delays losses and errors;

- (9) we are not responsible for any corruption or loss of any Data if such corruption or loss is due to an act or omission by you, your personnel, your related bodies corporate or any authorised users;
  - (10) we are not responsible for the integrity or existence of any Data on the Computing Environment, network or any device controlled by you or your personnel; and
  - (11) we may pursue any available equitable or other remedy against you if you breach any provision of these Terms.
- (f) Despite anything to the contrary, to the maximum extent permitted by law, you must indemnify us and hold us harmless from and against any loss, cost, liability or damage, howsoever arising, suffered or incurred by us and arising from or in connection with any claim relating to your Data, your use of the Services or any breach of these Terms by you.
- (g) This clause 17 will survive termination of the Account.

## 18 Termination

- (a) You may only terminate your Account by creating the appropriate support ticket within the help desk section of the Site, or by emailing our support staff giving at least 14 days' notice. No refunds will be given upon termination in accordance with this clause 18(a).
- (b) We may, at any time and at our sole discretion, deactivate or terminate your Account for any reason. You must ensure that all your Data on the SaaS Services is backed up so that you do not lose your Data if we deactivate or terminate your Account. We will generally alert you when we take such action and give you a reasonable opportunity to remedy any breach of these Terms, but if we determine that your actions endanger the operation of the Services or other users, we may deactivate or terminate your Account immediately without notice. You will continue to be charged for the Services during any deactivation period in which you are in breach of these Terms. If we deactivate your Account and you are not in breach of these Terms, we will apply a credit to your Account for the Fees you have paid for any unused portion of your Plan to which the period of deactivation relates. If we terminate your Account and you are not in breach of these Terms, we will refund you the Fees you have paid for any unused portion of your Plan. If we terminate your Account and you are in breach of these Terms, no refunds will be given.
- (c) We may deactivate overdue Accounts without notice to you. A reinstatement charge to the value of 5% of the Fee for your Plan applies to reactivate any deactivated Account once full payment has been received.

## 19 General

- (a) **Non-exclusive:** Our Services are performed on a non-exclusive basis.
- (b) **Illegal Requests:** We reserve the right to refuse any request for or in relation to any Services that we deem inappropriate, unreasonable, illegal or otherwise non-compliant with these Terms.
- (c) **Subcontracting:** We may engage subcontractors to perform the Services on our behalf.
- (d) **Force Majeure:** If a party (**Affected Party**) is unable to perform any of its obligations under these Terms due to an event or circumstance beyond its reasonable control (**Force Majeure**) and it gives the other party prompt written notice of such, the Affected Party's obligations shall be suspended to the extent necessary. The Affected Party must use reasonable efforts to limit the impact of the event on its performance and must continue to perform its obligations in full as soon as the Force Majeure ceases.
- (e) **Disputes:** Neither party may commence court proceedings relating to any dispute arising from, or in connection with, these Terms without first meeting with a senior representative of the other party to seek (in good faith) to resolve that dispute (unless that party is seeking urgent interlocutory relief or the dispute relates to compliance with this provision).
- (f) **Notices:** Any notice given under these Terms must be in writing and addressed to us at the details set out below or to you at the details provided when setting up your Account. Any notice may be sent by standard post or email, and will be deemed to have been served on the expiry of 48 hours in the case of post, or at the time of transmission in the case of email.

- (g) **Waiver:** Any failure or delay by a party in exercising a power or right (either wholly or partly) in relation to these Terms does not operate as a waiver or prevent a party from exercising that power or right or any other power or right. A waiver must be in writing.
- (h) **Relationship of parties:** These Terms are not intended to create a partnership, joint venture or agency relationship between the parties.
- (i) **Severance:** If a provision of these Terms is held to be void, invalid, illegal or unenforceable, that provision is to be read down as narrowly as necessary to allow it to be valid or enforceable, failing which, that provision (or that part of that provision) will be severed from these Terms without affecting the validity or enforceability of the remainder of that provision or the other provisions.
- (j) **Assignment:** You must not assign any rights or obligations under these Terms, whether in whole or in part, without our prior written consent.
- (k) **Entire agreement:** These Terms contain the entire understanding and agreement between you and us in respect of their subject matter.
- (l) **Amendment:** We may, at any time and at our discretion, vary these Terms by publishing varied terms on the Site. Such variation will take effect at the commencement of your next Plan billing cycle. Prior to the commencement of each Plan billing cycle, we recommend you carefully read the terms that are in effect at that time to ensure you understand and agree to them.
- (m) **Governing law:** These Terms are governed by the laws of New South Wales. You irrevocably and unconditionally submit to the exclusive jurisdiction of the courts operating in New South Wales and any courts entitled to hear appeals from those courts and waive any rights to object to proceedings being brought in those courts. The Services may be accessed in Australia and overseas. We make no representation that the Services complies with the laws (including intellectual property laws) of any country outside of Australia. If you access the Services from outside Australia, you do so at your own risk and are responsible for complying with the laws in the place you access the Services.

**For any questions, please contact us at:**

Preventure Pty Ltd trading as Preventure ABN 23 162 610 166

Email: [hello@preventure.live](mailto:hello@preventure.live)

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