

**Version 0.9 (On December 2016, Version .09 was in effect this was replaced on the 1st Of December 2020)**

## **Terms & Conditions**

Bodyguard Technologies Pty Ltd ACN 613 710 026 Application Terms and Conditions This application Duress is owned and operated by Bodyguard Technologies Pty Ltd (ACN 613 710 026) (Trading as Duress). In this document, “we” and “us” mean Duress and “you” means you, the User or application visitor. Your acceptance

### **1. Your Acceptance**

(a) By accessing, downloading, installing or using the Duress application (Application), you are subject to the following terms, which may be updated by us from time to time:

- (i) The terms and conditions in this document (Terms); and
- (ii) our Privacy Policy ([duress.com/privacy-policy](http://duress.com/privacy-policy)).

(b) Before accessing, downloading, installing or using the Application, you should read both the Terms and the Privacy Policy carefully.

(c) The Terms in this document permit users to access and use the Application including using the services and functionality made available through the Application, viewing Product Content (defined in clause 2(c)) provided by Duress and third parties, communicating with Duress and reviewing product and service information.

(d) You agree to be bound by these Terms by:

(i) Clicking to accept the Terms, where this option is made available to you when you sign up as a User; or

(ii) Using or accessing any part of the Application.

(e) If you do not agree to these Terms, you are not permitted to access and use the Application and you should immediately cease using the Application.

(f) Duress may from time to time review and update these Terms to take account of new laws, regulations, products or technology. Your use of the Application will be governed by the most recent Terms posted within the Application or on our website at [www.Duress.com](http://www.Duress.com) (Website). By continuing to use the Application, you agree to be bound by the most recent Terms. It is your responsibility to check the Terms regularly which can be accessed via the Application or on the Website for updated versions of the Terms.

(g) Duress is committed to ensuring that the Application is efficient and up-to-date. As such, the Application is subject to change at any time and for any reason without notice and may contain

errors. Such change may also include Application update(s) from time to time without notice. The Application is currently available through the major app stores (and for any additional systems we decide to extend the availability of the Application to), and you will need to download the updates to continue using the Application. We give no guarantee that such update(s) will always work with your Os version that you have installed on your device.

## **2. The Application**

(a) By accessing, downloading, installing or using the Duress application (Application), you are subject to the following terms, which may be updated by us from time to time:

(b) We will endeavour to react to any emergency declared but we are not a replacement for 000 (or any equivalent emergency contact number in your country). You need to take responsibility for your own safety and security. Please call 000 (or any equivalent emergency contact number in your country) immediately if you are in danger or in an emergency. We do not guarantee that any notification message delivered via the Application will be received by our emergency responders or the emergency services.

(c) The Application enables Users to access various materials, including geographical map, live video streaming, contact details of response team and police and any other content provided by us to you including third party content (Product Content).

(d) You agree and acknowledge that by using or accessing any part of the Application you allow Duress and its response teams and a nominated member or employer of a company, corporation or organisation providing the Duress app on your behalf to access your information including but not limited to your location, your live video streaming, your contact details and any other content we deem necessary for the purpose of carrying out the services at any time including when you trigger any of the Application's smart triggers.

## **3. User registration and passwords**

(a) In order to access the Application, you must sign up to be a User. You will need to register your details through the Application.

(b) To ensure that our response teams provide the most accurate details to the police in the event of an emergency, you will be requested to provide your name, email address, home address and a photograph of yourself during the sign up process. For security purposes, we will also require you to set a 4 digit pin (Pin) which will be prompted every time you use the Application.

(c) Once you have signed up for an account, you will be required to enter your Pin each time you wish to log on to the Application.

(d) If you are aged below 18 years, you are required to seek permission from your parent or guardian before registration. You are taken to have received prior permission from your parent or guardian when you register through the Application.

(e) You warrant that all information and data provided by you in the registration is accurate, complete and up to date. You will promptly inform us if there is any change to this information or data.

(f) You agree that you will not disclose, or permit disclosure of, the Pin to any person. You will be fully responsible for all acts and omissions of any person who accesses your account using your Pin, as if they were your own acts and omissions. We will not in any event be liable for any loss, damage, claims, costs or expenses arising out of the use or misuse of your Pin, and you will indemnify us against all loss, damage, claims, costs or demands in this regard.

(g) You may elect to change your Pin at any time using the facility provided through the Application. You must immediately notify us of any Pin which is lost, disclosed or becomes inoperable or used in an unauthorised manner.

#### **4. Advertising**

(a) We retain all rights to make available any advertisements we deem fit on the Application on our own behalf and on behalf of any third parties.

(b) You agree for data to be sent to third parties and advertisements to be displayed on your Application when you use or access any part of the Application.

#### **5. Payment Terms**

(a) In order to use and access the Application, you will have to purchase the Subscription. The Subscription is a monthly or yearly subscription fee as specified on the Website or Application and any applicable taxes or charges (including any credit card fees or merchant fees) which may be levied on the transaction, goods or services, which will be charged to your credit card on a monthly or yearly basis from the time of your purchase.

(b) Subject to the remaining terms of this clause, you agree that we will charge and collect payment from you for the Monthly or Yearly Subscription Fee on a monthly or yearly basis when you click to purchase the Subscription.

(c) You may terminate your use of the Application at any time in accordance with clause 12(a) and no further charges will be made on your credit card from the last day of your subscription month and the Application will still be available to you until the last day of your subscription month.

(d) You acknowledge and agree that Duress will not refund any of the Monthly or Yearly Subscription Fee that has been charged on your nominated credit card whether in part or in whole to you from the time that you have clicked to purchase the Subscription until the termination or suspension of your use of the Application in accordance with clause 12.

(e) You acknowledge and agree that you are responsible for providing accurate information in relation to any purchases made on the Subscriptions, including providing correct and valid credit

card or alternate payment information, name and address and contact information as may be required.

(f) To the extent that you do not comply with the requirements in clause 5(e), we may not be able to process your payments for the Subscriptions and we may terminate your use of the Application in accordance with clause 12(b).

(g) You acknowledge and agree that we work with third party suppliers to process your payments for the Subscriptions.

(h) Unless specified otherwise, all dollar amounts specified on the Website and Application are in Australian Dollars.

## **6. Application license and use**

(a) Subject to the restrictions specified in clause 7, Duress grants you a worldwide, non-exclusive and non-transferable licence to download, use and access the Application for your own personal use in accordance with the Terms.

(b) By using and accessing any part of the Application, you acknowledge and agree that any services and Product Content made available to you is provided to you solely for the purpose of relaying your information to the police for emergency purposes only when any of the Application's smart triggers have been activated.

(c) All rights pertaining to any information, photo, video, comment, review, content, communication, text, or other material that you post and submit to the Application (User's Content) belongs to you. However, you acknowledge and agree that you are responsible for the User's Content that you post and submit to the Application and by posting, linking or submitting your User's Content to the Application, you grant to Duress a worldwide, non-exclusive, non-transferable and royalty free licence to download, use, access, copy, reproduce, distribute, transfer and publish the User's Content it deems fit including without limitation, to carry out the services provided under the Application, to distribute to any media and for legal purposes.

(d) User's Content that you post on the Application or otherwise provide or communicate to Duress will be treated as non-confidential and non-proprietary information.

(e) Duress has the right, but not the obligation, to monitor any User's Content made available by you on the Application. Duress reserves the right, in its absolute discretion, to block, modify or remove any User's Content contained on the Application without notice, and will not be liable in any way for possible consequences of such actions.

## **7. Prohibited uses**

(a) Except as otherwise expressly permitted by Duress, you must not

(i) Use the Application for inappropriate or illegal purposes, for example, prank calling or false claims of an emergency;

(ii) copy, modify or make derivative works of the Application and the Product Content or any portion of the Application or the Product Content;

(iii) Reverse engineer or attempt to extract the source code of the Application;

(iv) Make available the Application or Product Content to any third parties without our prior written approval, for example, by sublicensing, leasing, assigning, redistributing publishing, transferring or selling;

(v) Engage in any commercial activity including marketing, advertising or commercial promotion of goods or services, resale, collect and use any product lists or information for the benefit of other merchants, data mine or use robots or other data collection methods;

(vi) Impersonate or falsely claim to represent a person or organisation;

(vii) Defame, abuse, stalk, harass, threaten or otherwise violate the legal rights of others, including without limitation, rights relating to privacy and publicity;

(viii) Upload, post, link to, or otherwise communicate or distribute any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful material or information, or otherwise use the Application in a manner which is unlawful or would infringe the rights of another person including any intellectual property rights;

(ix) Or post, link to, or otherwise distribute any information, material or item which contains a virus, trojan horse, worm or other harmful or disruptive component.

(b) Unauthorised and inappropriate use of the Application may give rise to the following:

(i) A claim for damages and/or may result in legal proceedings being taken against you; and/or

(ii) Suspension and/or termination of your use of the Application in accordance with clause 12(a).

(c) Duress provides no warranties and cannot guarantee that any file, program, access or use of the Application is free from viruses, malware or other harmful technology or material which could damage or infect your data, hardware, software or other equipment. By accessing and using the Application you assume all risk in this regard and you release Duress from all applicable liability and responsibility.

## **8. Links**

(a) The Application may contain links to other websites or applications. Duress provides those links as a ready reference for searching for third party goods and services on the internet and not as an endorsement of those websites, their operators, the goods, services or content that they describe.

(b) Other websites or applications which are linked to the Application are not covered by these Terms, and may have their own terms and conditions and privacy policy. If you choose to access these linked sites, you do so at your own risk. Duress is not responsible for and will not be liable in respect of the content or operation of those websites or applications any of the goods, services or content that they describe. Duress is not responsible for and will not be liable in respect of any incorrect link to an external website or applications.

## **9. Access and communication**

(a) Subject to the consumer guarantees provided for in consumer protection legislation (including the Australian Consumer Law), Duress does not warrant that you will have continuous access to the Application. Duress will not be liable in the event that the Application is unavailable to you due to device or service limitations, malfunctions, upgrades, preventative or remedial maintenance activities or interruption in telecommunications supply.

(b) Duress does not guarantee the delivery of communications over the internet as such communications rely on third party service providers. Electronic communication (including electronic mail) is vulnerable to interception by third parties and Duress does not guarantee the security or confidentiality of these communications or the security of the Application.

(c) Duress does not provide, and has no control over, communications, networks or services, the internet or other technology required or used across the Application and accepts no responsibility for any direct or indirect loss in any form associated with them, whether due to congestion, technical malfunction, viruses or otherwise.

(d) Details contained on the Application relating to goods and services have been prepared in accordance with Australian law and may not satisfy the laws of another country. Duress does not warrant that:

(i) The goods or services available on this Application; or

(ii) The Application and its Product Content,

Comply with the laws of any other country. It is your responsibility to determine whether the goods or services comply with the laws of your jurisdiction.

(e) If you access and use the Application or its Product Content from outside Australia you do so at your own risk.

## **10. Privacy**

Any personal information submitted by you to Duress including for the purpose of purchasing a Subscription is subject to and will be handled in accordance with the Duress privacy policy (Privacy Policy). The Privacy Policy forms part of these Terms and is set out at <http://www.duress.com/legal/privacy-policy> You agree that, by using the Application or communicating with Duress, you have read the Privacy Policy, understood its contents and consented to its requirements.

## **11. Intellectual property rights**

- (a) All intellectual property rights, including copyright and patents in the Application, Duress goods and services, and all components of them are owned or licensed by Duress or any of its related entities. You must not copy, modify or transmit any part of the Application.
- (b) The Application contains trademarks, logos, service names and trade names of Duress or third parties which may be registered or otherwise protected by law. You are not permitted to use any trademarks, logos, service names, trade names or any other content or copies of the content appearing on the Application.
- (c) You acknowledge that certain Product Content is provided under licence from third parties, which may be subject to intellectual property rights owned by those third parties.

## **12. Suspension and Termination**

- (a) Subject to clause 5, you may terminate your Subscription at any time on written notice to Duress or via the third party supplier which manages your Subscription.
- (b) Duress may at any time immediately suspend or terminate your access to the Application or any feature of the Application for any reason (including due to your breach or alleged breach of these Terms or failure to pay for the Subscriptions) in its sole discretion and without prior notice. Any indemnities given by you and any limitations of our liability survive such termination.
- (c) Where reasonably able to do so, Duress will provide reasonable notice to you if it intends to discontinue your access or use of the Application.
- (d) Unless provided otherwise, upon any suspension or termination, the rights and licences granted to you in these Terms will end and you must stop using the Application.

## **13. Disclaimer of warranties and limitation of liability**

- (a) To the full extent permitted by law, Duress excludes all warranties, whether express or implied, including any warranties or representations concerning availability of the Application, quality, completeness, accuracy, suitability, acceptability or fitness for purpose in relation to the Application, the Product Content, the User's Content, the conduct of any users, all links to or from the Application and the goods and services listed, advertised or accessible on the Application.
- (b) Subject to the consumer guarantees provided for in consumer protection legislation (including the Australian Consumer Law) Duress excludes all liability for any loss, damage, claim, cost or expense whatsoever arising out of or in connection with these Terms, the Application, the Product Content, the User's Content and all links to or from the Application.
- (c) Subject to the consumer guarantees provided for in consumer protection legislation (including the Australian Consumer Law) Duress excludes all liability for any loss, damage, claim, cost or expense whatsoever arising out of or in connection with the goods and services listed, advertised, accessible or made available on the Application.

(d) We are not responsible or liable for any loss or damage you or any third party may suffer or incur in connection with any services you receive after using the Application or for any acts, omissions, errors or defaults of any third party in connection with that service.

(e) Whilst every effort is made to ensure the Product Content information provided on the Application is current, we have no responsibility or liability for any errors contained in the information. Inclusion of any information on the Application is not an endorsement of any organisation, product or service.

#### **14. Indemnity**

You agree to fully indemnify Bodyguard Technologies Pty Ltd ACN 613 710 026 trading as Duress, its directors, officers, directors, employees, consultants, agents and affiliates in respect of all loss, damage, costs, expenses (including legal fees on a full indemnity basis), fines, penalties, claims, demands and proceedings howsoever arising, whether at common law (including negligence) or under statute, in connection with any of the following:

- (a) Any breach of these Terms by you;
- (b) Your access or use of the Application; or
- (c) Your communications with Duress or any other third party.

#### **15. Jurisdiction and law**

These Terms are governed by and must be construed in accordance with the laws of the State of Victoria, Australia. You submit to the non-exclusive jurisdiction of the courts of that State and the Commonwealth of Australia in respect of all matters arising out of or relating to these Terms, their performance and subject matter.

#### **16. Waiver**

If you breach these conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these Terms.

#### **17. Severability**

Each provision of these Terms is severable from the others and no severance of a provision will affect any other provision.

#### **18. Entire Agreement**

The above Terms constitute the entire agreement of the parties and supersede any and all preceding and contemporaneous agreements between you and Duress. Any waiver of any provision of the Terms will be effective only if in writing and signed by a Director of Duress.



## **19. Contacting us**

If you have questions about the Application, the Terms or Privacy Policy, please contact us at [info@duress.com](mailto:info@duress.com)

*Last updated: June 2018*

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