

TERMS OF USE

LAST UPDATED: 30 MARCH 2020

1. GENERAL

- 1.1 Welcome to Safely! Safely is a peer-to-peer safety app designed to keep you safe wherever you go. Safely can help you raise an alert if an incident happens, and can also give your family and friends valuable information about your location and any danger you may be facing.
- 1.2 These terms and conditions (**Terms**) apply to your use of the Safely mobile application (the **App**) and any other services (**Services**) provided by Safely Holdings Pty Ltd (ABN 75 637 709 954) (**Safely, us, we** or **our**).
- 1.3 Your use of the App and/or the Services is also governed by our privacy policy, available at <https://safely.io/privacy> (**Privacy Policy**), and any instructions of use that we make available to you from time to time (whether notified through the App or otherwise).
- 1.4 These Terms are a binding agreement between you and us. By downloading, installing or using the App, or accessing or using any Services, you confirm that you have read and understood, and agree to be bound by, these Terms. You should therefore read these Terms carefully. **If you do not agree to these Terms, then you must not use the App or access or use any Services.**
- 1.5 You must be at least 13 years old to use the App and the Services. If you are under 18, you may only use the App and/or the Services with the consent of your parent or legal guardian. Please ensure that your parent or legal guardian has read and agreed to these Terms prior to you accessing the App and/or the Services.
- 1.6 We may change these Terms from time to time and any updated or amended Terms will apply from the date on which the amended Terms are published. While we will endeavour to notify you through the App, it is your responsibility to review any updated Terms when they become available and your continued use of the App or access or use of any Services after such changes have been made, indicates your acceptance of the updated Terms.

2. IMPORTANT NOTE

The Safely App and the Services are tools designed to help you raise an alert or send a notification when you feel your safety is threatened.

While we endeavour to keep the App operational, we do not guarantee that the App and/or the Services will be available at all times or operate without interruption, or that transmissions to emergency services or any other person will be received in a timely manner or at all.

Specifically, you acknowledge that the transmission and/or receipt of any alert or notification sent via the App and/or the Services may be impacted by network coverage, your data allowances and other technical issues.

Safely will not be responsible for any failure of the App and/or the Services to transmit an alert or notification and will not be liable for any loss suffered by you as a result.

In the event of an emergency, you should contact local emergency services directly.

You are responsible for any recordings and other content that you generate, and any alerts or notifications that you transmit, via the App and/or the Services.

3. REGISTRATION AND USER ACCOUNT

- 3.1 In order to access and use the App and/or the Services you must create a user account by providing us with certain registration details. You must ensure that your registration details are true and accurate at all times and you agree to update your account information when required or when requested. You must not have more than one Safely account.
- 3.2 We may, in our absolute and sole discretion, refuse to allow you to register or create a Safely account, close or suspend any Safely account that you have created, or cease making the App or the Services available at any time.
- 3.3 When you create your Safely account you will be asked to create a password or other secure login details. You must keep this information confidential and must not authorise others to access or use your account. You must immediately notify us (by contacting us at <https://support.safely.io>) if you become aware of any unauthorised use of your Safely account. You are solely responsible for all activity that occurs on your Safely account.
- 3.4 You may terminate your Safely account at any time by following the instructions on the 'Settings' page of your account.
- 3.5 You acknowledge that:
- (a) you will need a compatible (and updated, as required) smart phone and/or other device to access the App and/or the Services, and we do not provide these to you;
 - (b) use of the App and/or the Services requires internet connectivity and data. We are not responsible for your provider's mobile internet rates and fees in accessing, downloading or using the App and/or accessing or using the Services and disclaim all responsibility for, or associated with, your arrangements with your provider including network access and data allowances;
 - (c) use of the App and/or the Services may require you to allow access to the location data, camera, microphone, contacts, and other data or features on your device as required from time to time; and
 - (d) the App will be made available through, or downloaded from, certain app stores or distribution platforms (for instance, the Apple App store or the Google Play store) (**App Provider**) and you may be required to create an account to access the services of any App Provider. You agree that:
 - (i) the relevant App Provider will have their own terms and conditions which will apply to any purchases you make via the App Provider; and
 - (ii) we are not liable for any claims you may have relating to the App Provider's services and we expressly exclude all warranties and representations as to the services provided by App Providers.

4. ASSURANCES

- 4.1 By using the App and/or the Services, you represent and warrant that:
- (a) you are at least 13 years of age and, if you are under 18 years of age, your parent or legal guardian has reviewed these Terms and given you permission to use the App and/or the Services;

- (b) you will use the App and/or the Services in accordance with these Terms and any instructions or restrictions of use notified by us to you (through the App or otherwise);
- (c) you will keep your Safely account information (including your password and other secure login details) confidential at all times;
- (d) you are not prohibited from using the App and/or the Services under applicable laws;
- (e) we have not previously disabled your Safely account for violation of any laws or our Terms or any of our policies as notified to you from time to time;
- (f) the information you provide to us is true and correct and you will promptly notify us of any changes to such information;
- (g) you will not use the App and/or the Services for any fraudulent or unlawful purposes; and
- (h) you will use the App and/or the Services only in response to your personal and genuine safety concerns and will not use either of them to record, monitor, listen to, or film or observe any private activities if you are you not part of those activities.

5. USER RESTRICTIONS

- 5.1 Whether or not you register for a Safely account, you must not (without our express permission):
- (a) use the App and/or the Services in any way that is misleading, fraudulent, or unlawful or to cause nuisance, annoyance or inconvenience;
 - (b) use the App and/or the Services for any commercial purpose;
 - (c) interrupt or attempt to interrupt the operation of the App and/or the Services in any way, or use the App and/or the Services in a manner that adversely affects availability to other users;
 - (d) use the App and/or the Services for any illegal purpose or in any manner that is inconsistent with these Terms or any instructions or restrictions of use notified by us to you (through the App or otherwise);
 - (e) access data or any part of the App that is not intended for you or which you are not authorised to access, or attempt to obtain goods or services to which you are not entitled;
 - (f) modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from or offer for sale any information contained on, or obtained from, the App;
 - (g) supply any content or engage in conduct that:
 - (i) would cause you or Safely to breach any law, regulation, rule, code or legal obligations;
 - (ii) except to the extent inherent in the proper and intended use of the App and/or the Services, is or could reasonably be considered to be obscene, profane, vulgar, inappropriate, defamatory, disparaging, indecent, seditious, offensive, pornographic, threatening, abusive, liable to incite

racial hatred, discriminatory, blasphemous, in breach of confidence, or in breach of privacy; or

- (iii) could infringe any person's rights, including their intellectual property rights;
- (h) engage in any conduct that may harm the reputation of Safely or our affiliates;
- (i) transfer or sell any information, functionality, or products or services offered, made available on or through the App, or represent that you are entitled to do so;
- (j) pretend that you are, or represent, someone else;
- (k) probe, scan, or test a system or network to breach security or authentication measures;
- (l) upload, post, email, transmit or otherwise make available images of minors, or which contain nudity or imply sexual activity;
- (m) send or post unsolicited bulk emails, 'spam', or other unsolicited communications of any kind through the App;
- (n) upload, post, email, transmit or otherwise make available any material that contains software, viruses, or any computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software, hardware, networks or telecommunications equipment;
- (o) use any robot, spider, scraper or other automated measures to access or use the App, circumvent any technical measures we use to provide the App, or cause harm to us or our affiliated entities;
- (p) track or monitor any content, user or App functionality without our authorisation;
- (q) impose an unreasonable load on our systems or networks; or
- (r) engage in the use, copying or distribution of any content contained in private messages or chat forums without our permission and the permission of the individuals to whom the content belongs.

6. YOUR CONTENT

- 6.1 You are solely responsible for and liable for any recordings, information or other materials that you upload, transmit, post, display or submit to the App, or in connection with your use of the Services (**Your Content**).
- 6.2 By providing Your Content to us, you:
 - (a) represent and warrant that:
 - (i) where applicable, you have obtained the requisite consents or permissions to use Your Content;
 - (ii) Your Content complies with these Terms; and
 - (iii) use of Your Content on or via the App will not infringe anyone else's rights; and
 - (b) give us a world-wide, non-exclusive, perpetual, irrevocable, royalty-free licence to use and reproduce Your Content for the sole purpose of operating and providing the App and/or providing the Services without seeking any further consent or approval from you.

- 6.3 We may edit, modify, delete, remove or take down any of Your Content which we believe (in our sole discretion) is in breach of these Terms or is otherwise objectionable, without notice to you and without us incurring any liability.
- 6.4 We may monitor transmissions and postings of Your Content from time to time to investigate or prevent violation of these Terms.
- 6.5 You acknowledge that the App and/or the Services are not a back-up or storage service and you agree that you will not rely on the App and/or the Services for these purposes. We will not be liable in any way for Your Content, including, but not limited to, any errors or omissions in Your Content, or any loss or damage of any kind incurred as a result of the access and/or use of Your Content made available via the App and/or the Services.
- 6.6 As between you and Safely, Your Content will be non-confidential and non-proprietary and we will not be liable for any use or disclosure of Your Content in accordance with these Terms or our Privacy Policy.

7. INTERACTIONS WITH OTHER SAFELY USERS

- 7.1 You are responsible for your interactions with other Safely users (being other users of the App and/or the Services).
- 7.2 You acknowledge and agree that:
- (a) we have no obligation to screen our users, inquire into their backgrounds, or attempt to verify the statements of our users, however we reserve the right to do so at any time; and
 - (b) we are not responsible for information that you choose to communicate to other Safely users or the actions of other Safely users.

8. USE OF THE APP AND/OR THE SERVICES OUTSIDE AUSTRALIA

- 8.1 The laws of countries outside Australia may impact your ability to use the App and/or the Services. If you use the App and/or the Services outside Australia, you are solely responsible for compliance with all applicable local laws.

9. DISCLAIMERS

- 9.1 We will use reasonable efforts to ensure that the App and/or the Services are available 24 hours a day, seven days a week. However, sometimes the App and/or the Services may be unavailable while we conduct maintenance, or for technical or other reasons. We will try to give you notice before any planned outages and keep interruptions to a minimum, but we are not responsible for any delay, loss or other damage you may suffer as a result of any error or interruption in accessing or using the App and/or the Services.
- 9.2 We do not represent or warrant that:
- (a) any content or information accessible via the App is accurate, complete, reliable, current or error-free;
 - (b) your use of the App and/or the Services will be continuously available or uninterrupted (including as a result of interference or prevention of access to the App and/or Services due to the operation of any telecommunications network, computer network and/or the internet);

- (c) any information (or messages) transmitted via the App and/or the Services will be transmitted accurately, reliably, in a timely manner or at all;
 - (d) the App and/or the Services will be error free or free from viruses or anything else which may have a harmful effect or that any defects will be corrected;
 - (e) the App will be accessible on your equipment and/or systems; or
 - (f) the App and/or the Services will meet your needs.
- 9.3 If you experience any problems with the App and/or the Services, you can contact us by <https://support.safely.io>. We will use our reasonable endeavours to resolve any problems and/or offer any assistance as soon as practicable.

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1 We (or our licensors) own all intellectual property rights in and to the App and Services, including any enhancements, additions, modifications and variations of the App and Services.
- 10.2 The names, images and logos identifying Safely are our proprietary marks and no use should be made of them by you unless with our prior written consent.
- 10.3 You must not:
- (a) make any claim of interest in the App or any of the Services;
 - (b) reverse engineer, disassemble, decompile, modify, copy or otherwise attempt to derive the source code of the App;
 - (c) enable or develop methods to enable unauthorised persons to use the App; or
 - (d) purport to sell, distribute, provide, licence, lease, lend, share or otherwise make available the App or any performance information or analysis of the App to or with any third party.

11. SUSPENSION AND TERMINATION

- 11.1 If you breach these Terms, we may:
- (a) immediately cease making the App and/or the Services available to you (in whole or in part); and/or
 - (b) close, suspend or terminate your Safely account without notice.
- 11.2 We will cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or locate anyone in breach of these Terms.
- 11.3 In the event of termination, paragraphs 10, 12, 15.5 and 16 of these Terms will survive.
- 11.4 Our rights under this paragraph 11 will not prejudice any other right or remedy we may have in respect of any breach or any rights, obligations or liabilities accrued prior to termination.
- 11.5 If you no longer wish to use the App or our Services and would like your Safely account deleted, please contact us at <http://safely.io/> and we will assist you. Once you delete your account, you will not be able to reactivate it or retrieve Your Content.

12. LIABILITY AND INDEMNITY

- 12.1 To the maximum extent permitted by law:
- (a) except as otherwise expressly set out in these Terms, all express or implied guarantees, warranties or representations relating to the App and/or the Services are excluded; and
 - (b) the App and/or the Services are provided on an “as is” basis.
- 12.2 Nothing in these Terms limits, excludes, modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the *Competition and Consumer Act 2010 (Cth)* or similar consumer protection laws in the States and Territories of Australia (**Non-Excludable Guarantees**).
- 12.3 Except for any liability that cannot by law be excluded (including the Non-Excludable Guarantees), Safely (including its officers, employees and agents) excludes all liability for any personal injury or any loss or damage, whether direct, indirect, special or consequential, arising in any way out of or in connection with use of the App and/or the Services, however caused.
- 12.4 The maximum liability of Safely to you for any matter which cannot otherwise be excluded in accordance with these Terms is AUD\$10.00.
- 12.5 You acknowledge and agree that you are liable and solely responsible for:
- (a) your use (or misuse) of the App and/or the Services;
 - (b) Your Content;
 - (c) your breach of anyone else’s intellectual property rights; and
 - (d) your breach of these Terms or any applicable law.
- 12.6 You agree to indemnify Safely (including its officers, employees, and agents) (each, a **Safely Party**) from and against any and all claims, liabilities, costs, expenses (including legal costs on a full indemnity basis) or loss suffered or incurred by any Safely Party and arising in any way from any of the matters set out in paragraph 12.5(a) above.
- 12.7 We reserve the right, at our own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defence of such claims.

13. PRIVACY

- 13.1 Our Privacy Policy is incorporated into and forms part of these Terms.
- 13.2 We may update our Privacy Policy from time to time, with the most current version being published at <https://safely.io/privacy>.

13.3 By accessing and using the App and/or the Services, you consent to us collecting, storing and using your personal information in accordance with our Privacy Policy. **If you do not agree to this then you should cease use of the App and/or Services.**

14. LINKS TO OTHER SITES AND THIRD PARTY CONTENT

- 14.1 The App may contain (or you may be sent via the App) advertisements or links to third party apps, sites or resources (together **Other Sites**). The App may also display, include

or make available content, data, information advice, opinions or materials from third parties (**Third Party Content**).

- 14.2 You acknowledge and agree that:
- (a) we have no control over and do not accept or assume any responsibility for Other Sites or for the contents, products or services of Other Sites (including without limitation social networking sites), and we accept no responsibility for any liability, loss, damage, expense or cost that may arise from your use of them;
 - (b) we do not guarantee the accuracy, reliability, currency, correctness or completeness of any Third Party Content;
 - (c) where Third Party Content contains opinions or advice of third parties, we do not purport to endorse the contents of that opinion or advice, nor the accuracy or reliability of that opinion or advice; and
 - (d) if you decide to access any Other Sites or rely on any Third Party Content, you do so entirely at your own risk.
- 14.3 You are not permitted, without our prior written consent, to frame, deep link, mirror or retransmit any part of the App or its content or quote or use whole or part of the App or its content in a third party website. If you are interested in linking to our App, please contact us at <https://support.safely.io>.

15. **REVIEWS AND FEEDBACK**

- 15.1 You may submit a review of your experience using the App and/or the Services (**Review**).
- 15.2 A Review must be honest, given in good faith, and accurately reflect your experience that is the subject of the Review. A Review must not:
- (a) be defamatory or use language or contain any content that is discriminatory, profane, vulgar, obscene, violent, threatening or harassing;
 - (b) be misleading or deceptive;
 - (c) contain advertising or any other commercial content;
 - (d) contain any spam;
 - (e) purport to originate from any other person; or
 - (f) be for commercial gain, including any financial rewards obtained by you or on your behalf for submitting the Review.
- 15.3 We do not as a matter of course verify or moderate Reviews and are not responsible or liable for the content of any Review.
- 15.4 We may comment on or remove a Review in our sole discretion.
- 15.5 Any questions, feedback, suggestions or other information regarding the App and/or the Services provided by you to us (**Feedback**) are non-confidential and become our sole property. We will own exclusive rights, including all intellectual property rights, in any Feedback and will be entitled to use and disseminate the Feedback for any lawful purpose without acknowledgement or compensation to you.

16. GENERAL

- 16.1 These Terms constitute the entire agreement between you and Safely with respect to your use of the App and/or the Services.
- 16.2 Any delay or failure by us to enforce any rights under these Terms does not constitute a waiver.
- 16.3 Nothing in these Terms creates a relationship of employment, partnership or joint venture between you and Safely.
- 16.4 If any provision of these Terms is held to be unlawful, invalid or unenforceable, that provision is deemed severed and where capable the validity and enforceability of the remaining provisions of these Terms is not affected.
- 16.5 You may not resell, assign or transfer any of your rights or obligations under these Terms. We may resell, assign or transfer our rights and obligations under these Terms at any time without restriction and without providing you notice or obtaining your consent. In such circumstances, we may transfer or assign your personal information as provided by you to us, subject to the terms of our Privacy Policy.
- 16.6 These Terms are governed by and construed in accordance with the law of Victoria, Australia and both you and Safely submit to the exclusive jurisdiction of the courts of Victoria, Australia.
- 16.7 These Terms are written in English. If we make a translated version of the Terms available and it conflicts with the English version, the English version will prevail.