



Guardian Mobile App Terms and Conditions

Terms of Use

Last revised: 1 October 2021

Use of this *Guardian* mobile application (the "Application") constitutes acceptance of these Terms of Use ("Terms"), as such may be revised by Blaser Pty Ltd from time to time, which constitute a binding agreement between the User ("User") and Blaser Pty Ltd ("Blaser") governing the use of the application. By downloading or installing this application User acknowledges and agrees to be bound by these terms. If User does not agree to these terms User should uninstall this application immediately.

Eligibility

The Application may only be used by individuals aged eighteen (18) years or older. If the User is thirteen (13) years or older but under the age of eighteen (18) years, User should review these Terms with User's parent or guardian to make sure the User and User's parent or guardian understand them.

Blaser Policies

These Terms supplement and incorporate other Blaser policies ("Blaser Policies"), including the terms of use for the Blaser Website, posted at www.smartaed.com.au ("Blaser Website"). If any of the provisions of the applicable Blaser Policies conflict with these Terms, these Terms will control, solely to the extent such terms apply to the Application.

User License

Subject to these Terms, Blaser grants the User a personal, non-exclusive, non-transferable, limited and revocable license to use the Application for personal and/or non-commercial use only on a device owned or controlled by User in accordance with these Terms ("User License"). Any use of the Application in any other manner, including, without limitation, resale, transfer, modification or distribution of the Application or text, pictures, barcodes, video, data, hyperlinks, displays and other content associated with the Application ("Content") is prohibited. This Agreement and User License also governs any updates to, or supplements or replacements for, this Application unless separate terms accompany such updates, supplements, or replacements, in which case the separate terms will apply.

User Information

Some functionality of the Application, including location-based services and functionality, may require the transmission of information provided by the User including usernames and passwords, addresses, e-mail addresses, or GPS location ("User Information"). If the User uses such Application functionality, the User consents to the transmission of User Information to Blaser, its agents and/or service providers and authorizes Blaser, its agents and/or service providers to record, process and store such User Information as necessary for the Application functionality and for purposes described in the Blaser Privacy Policy (located at <https://www.smartaed.com.au/about.html>).

The User is solely responsible for maintenance of the confidentiality and security of any User Information transmitted from or stored on a Device for purposes of the Application. The User agrees to immediately notify Blaser of any unauthorized transactions associated with the Application including any breach of security. Blaser shall not be responsible for any losses arising out of the loss or theft of User Information transmitted from or stored on a Device or from unauthorized or fraudulent transactions associated with the Application.

Acceptable Use

Use by the User of the Application and any Content and User Information transmitted in connection with the Application is limited to the contemplated functionality. The User agrees that his or her use of the Application and any Content must comply with these Terms and the Blaser Policies. In no event may the Application be used in a manner that (a) harasses, abuses, stalks, threatens, defames or otherwise infringe or violate the rights of any other party (including but not limited to rights of publicity or other proprietary rights); (b) is unlawful, fraudulent or deceptive; (c) uses technology or other means to access the Application, Blaser Website or Content that is not authorized by Blaser; (d) use or launch any automated system, including without limitation, "robots," "spiders," or "offline readers," to access the Application, Blaser Website or Content; (e) attempts to introduce viruses or any other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (f) attempts to gain unauthorized access to Blaser computer network or user accounts; (g) encourages conduct that would constitute a criminal offense, or that gives rise to civil liability; (h) violates these Terms; (i) attempts to damage, disable, overburden, or impair Blaser servers or networks; or (j) fails to comply with applicable third party terms (collectively "Acceptable Use"). Blaser reserves the right, in its sole discretion, to terminate any User License, remove Content or assert legal action with respect to Content or use of the Application that Blaser reasonably believes is or might be in violation of these terms of Acceptable Use or Blaser Policies, but Blaser failure or delay in taking such actions does not constitute a waiver of its rights to enforce these Terms.



Indemnification

At Blaser request, the User agrees to defend, indemnify, and hold harmless Blaser and its parent and other affiliated companies, and their employees, contractors, officers, and directors from any and all claims, suits, damages, costs, lawsuits, fines, penalties, liabilities, expenses that arise from the User's use or misuse of the Application, violation of these Terms or violation of any rights of a third party. Blaser reserves the right to assume the exclusive defence and control of any matter otherwise subject to indemnification by the User, in which event the User will cooperate in asserting any available defences. In the event of any third-party claim that the Application or User's possession and use of the Application infringes that third party's intellectual property right, Blaser will be solely responsible for the investigation, defence, settlement and discharge of any such intellectual property infringement claim.

No Warranties

Blaser is providing the application to the User "as is" and the User is using the application at his or her own risk. To the fullest extent allowable under applicable law, Blaser disclaims all warranties and conditions, whether express or implied, including any warranties or conditions that the application is merchantable, of satisfactory quality, reliable, accurate, fit for a particular purpose or need, non-infringing or free of defects or errors or able to operate on an uninterrupted basis, or that the use of the application by the user is in compliance with laws applicable to the User or that User information transmitted in connection with the application will be successfully, accurately or securely transmitted.

No Liability

To the fullest extent allowable under applicable law, in no event shall Blaser and its parent and other affiliated companies (a) be liable to the User with respect to use of the application; and (b) be liable to the user for any direct, indirect, special, incidental, consequential, or exemplary damages, including, without limitation, damages for loss of goodwill, lost profits, loss, theft or corruption of user information, the inability to use the application or device failure or malfunction. The user's sole remedy is to cease use of the Application. To the fullest extent allowable under applicable law, in no event (but subject to the maximum extent permitted by applicable law) shall the aggregate liability of Blaser and its parent or other affiliated companies, whether in contract, tort (including negligence), strict liability or other theory, arising out of or relating to the use of or inability to use the application exceed any compensation the User pays, if any, to Blaser for access to or use of the application during the six months period immediately prior to the event giving rise to such liability.

Certain legislation, including the *Trade Practices Act 1974* (Cth), may imply warranties or conditions, or impose obligations upon us which cannot be excluded, restricted or modified or cannot be excluded, restricted or modified except to a limited extent. These Terms must be read subject to these statutory provisions.

Dispute Resolution

Compulsory: If a dispute arises out of or relates to these Terms, either party may not commence any Tribunal or Court proceedings in relation to the dispute, unless the following paragraphs have been complied with (except where urgent interlocutory relief is sought).

Notice: A party to these Terms claiming a dispute (Dispute) has arisen under these Terms, must give written notice to the other party detailing the nature of the dispute, the desired outcome and the action required to settle the Dispute.

Resolution: On receipt of that notice (Notice) by that other party, the parties to these Terms must:

- (a) Within 14 days of the Notice endeavour in good faith to resolve the Dispute expeditiously by negotiation or such other means upon which they may mutually agree;
- (b) If for any reason whatsoever, 14 days after the date of the Notice, the Dispute has not been resolved, the parties must either agree upon selection of a mediator or request that an appropriate mediator be appointed by the President of the Australian Mediation Association or his or her nominee;
- (c) The parties are equally liable for the fees and reasonable expenses of a mediator and the cost of the venue of the mediation and without limiting the foregoing undertake to pay any amounts requested by the mediator as a pre-condition to the mediation commencing. The parties must each pay their own costs associated with the mediation;
- (d) The mediation will be held in New South Wales, Australia

Confidential: All communications concerning negotiations made by the parties arising out of and in connection with this dispute resolution paragraph are confidential and to the extent possible, must be treated as "without prejudice" negotiations for the purpose of applicable laws of evidence.

Termination of Mediation: If 2 weeks have elapsed after the start of a mediation of the Dispute and the Dispute has not been resolved, either party may ask the mediator to terminate the mediation and the mediator must do so.



Marks, Application and Content

Blaser, *Guardian*, smartaed, the smartaed logo, and other Blaser trademarks, service marks, graphics and logos used in connection with the Application are trademarks or registered trademarks of Blaser Pty Ltd (collectively "Blaser Marks"). Other trademarks, service marks, graphics and logos used in connection with the Application are the trademarks of their respective owners (collectively "Third-Party Marks"). The Blaser Marks and Third-Party Marks may not be copied, imitated, or used, in whole or in part, without the prior written permission of Blaser or the applicable trademark holder. The Application and the Content are protected by copyright, trademark, patent, trade secret, international treaties, laws and other proprietary rights, and also may have security components that protect digital information only as authorized by Blaser or the owner of the Content.

Governing Law and Jurisdiction

These Terms are governed by the laws of NSW. The User irrevocably consents to the exclusive jurisdiction of the courts of NSW for purposes of any legal action arising out of or related to the use of the Application or these Terms.

Changes

Blaser reserves the right to change or modify these Terms or any other Blaser policies related to use of the Application at any time and at its sole discretion by posting revisions on the Blaser Website. Continued use of the Application following the posting of these changes or modifications will constitute acceptance of such changes or modifications.

Severability

If any provision of these Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

Contact Blaser

Any questions, complaints or claims regarding the Application should be directed to Blaser Customer Service

Customer Service Blaser Pty Ltd PO Box 2203 Carlingford Court NSW 2118 Australia	Australia Number: +61 (02) 8846 3099 Email: info@smartaed.com.au Mondays to Fridays: 9.00am to 5.00pm Closed on public holidays.
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