

## Mobile App Terms and Conditions of Use

### 1. About the Application

1.1. Welcome to Speedo Minder (the '**Application**'). The Application Speed and Speed Camera data API licensed from HERE.com (the '**Services**').

1.2. The Application is operated by Es Em Gee PTY. LTD. (Es Em Gee) (ABN 57092429564).

Access to and use of the Application, or any of its associated Products or Services, is provided by Es Em Gee. Please read these terms and conditions (the '**Terms**') carefully. By using, browsing and/or reading the Application, this signifies that you have read, understood and agree to be bound by the Terms. If you do not agree with the Terms, you must cease usage of the Application, or any of its Services, immediately.

1.3. Es Em Gee reserves the right to review and change any of the Terms by updating this page at its sole discretion. When Es Em Gee updates the Terms, it will use reasonable endeavours to provide you with notice of updates to the Terms. Any changes to the Terms take immediate effect from the date of their publication. Before you continue, we recommend you keep a copy of the Terms for your records.

### 2. Acceptance of the Terms

You accept the Terms by using or browsing the Application. You may also accept the Terms by clicking to accept or agree to the Terms where this option is made available to you by Es Em Gee in the user interface.

### 3. Copyright and Intellectual Property

3.1. The Application, the content and all of the related products of Es Em Gee are subject to copyright. The material on the Application is protected by copyright under the laws of Australia and through international treaties. Unless otherwise indicated, all rights (including copyright) in the content and compilation of the Application (including but not limited to text, graphics, logos, button icons, video images, audio clips, Application, code, scripts, design elements and interactive features) or the content are owned or controlled for these purposes, and are reserved by Es Em Gee or its contributors.

3.2. All trademarks, service marks and trade names are owned, registered and/or licensed by Es Em Gee, who grants to you a worldwide, non-exclusive, royalty-free, revocable license whilst you are a Member to:

- (a) use the Application pursuant to the Terms;
- (b) copy and store the Application and the material contained in the Application in your device's cache memory; and
- (c) print pages from the Application for your own personal and non-commercial use.

Es Em Gee does not grant you any other rights whatsoever in relation to the Application or the content. All other rights are expressly reserved by Es Em Gee.

- 3.3. Es Em Gee retains all rights, title and interest in and to the Application and all related content. Nothing you do on or in relation to the Application will transfer any:
- (a) business name, trading name, domain name, trade mark, industrial design, patent, registered design or copyright, or
  - (b) a right to use or exploit a business name, trading name, domain name, trade mark or industrial design, or
  - (c) a thing, system or process that is the subject of a patent, registered design or copyright (or an adaptation or modification of such a thing, system or process),
- to you.
- 3.4. You may not, without the prior written permission of Es Em Gee and the permission of any other relevant rights owners: broadcast, republish, up-load to a third party, transmit, post, distribute, show or play in public, adapt or change in any way the content or third party content for any purpose, unless otherwise provided by these Terms. This prohibition does not extend to materials on the Application which are freely available for re-use or are in the public domain.

#### **4. Privacy**

Es Em Gee takes your privacy seriously and any information provided through your use of the Application and/or Services are subject to Es Em Gee's Privacy Policy, which is available at [www.SpeedoMinder.com/privacypolicy](http://www.SpeedoMinder.com/privacypolicy).

#### **5. General Disclaimer**

- 5.1. Nothing in the Terms limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including the Australian Consumer Law (or any liability under them) which by law may not be limited or excluded.
- 5.2. Subject to this clause 5, and to the extent permitted by law:
- (a) all terms, guarantees, warranties, representations or conditions which are not expressly stated in the Terms are excluded; and
  - (b) Es Em Gee will not be liable for any special, indirect or consequential loss or damage (unless such loss or damage is reasonably foreseeable resulting from our failure to meet an applicable Consumer Guarantee), loss of profit or opportunity, or damage to goodwill arising out of or in connection with the content or these Terms (including as a result of not being able to use the content or the late supply of the content), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.
- 5.3. Use of the Application and the content is at your own risk. Everything on the Application and the content is provided to you "as is" and "as available" without warranty or condition of any kind. None of the affiliates, directors, officers, employees, agents, contributors and licensors of Es Em Gee make any express or implied representation or warranty about the content or any products or

content (including the products or content of Es Em Gee) referred to on the Application. This includes (but is not restricted to) loss or damage you might suffer as a result of any of the following:

- (a) failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or other harmful component, loss of data, communication line failure, unlawful third party conduct, or theft, destruction, alteration or unauthorised access to records;
- (b) the accuracy, suitability or currency of any information on the Application, the content, or any of its content related products (including third party material and advertisements on the Application);
- (c) costs incurred as a result of you using the Application, the content or any of the products of Es Em Gee; and
- (d) the content or operation in respect to links which are provided for your convenience.

## **6. Limitation of liability**

- 6.1. Es Em Gee's total liability arising out of or in connection with the content or these Terms, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the resupply of the content to you.
- 6.2. You expressly understand and agree that Es Em Gee, its affiliates, employees, agents, contributors and licensors shall not be liable to you for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation and any other intangible loss.
- 6.3. You acknowledge and agree that Es Em Gee holds no liability for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you as a result of providing Your Content to the Application.

## **7. Termination of Contract**

- 7.1. If you want to terminate the Terms, you may do so by providing Es Em Gee with 14 days' notice of your intention to terminate by sending notice of your intention to terminate to Es Em Gee via the 'Contact Us' link on our homepage.
- 7.2. Es Em Gee may at any time, terminate the Terms with you if:
  - (a) you have breached any provision of the Terms or intend to breach any provision;
  - (b) Es Em Gee is required to do so by law;
  - (c) Es Em Gee is transitioning to no longer providing the Services to Members in the country in which you are resident or from which you use the service; or

- (d) the provision of the Services to you by Es Em Gee, is in the opinion of Es Em Gee, no longer commercially viable.
- 7.3. Subject to local applicable laws, Es Em Gee reserves the right to discontinue or cancel your membership at any time and may suspend or deny, in its sole discretion, your access to all or any portion of the Application or the Services without notice if you breach any provision of the Terms or any applicable law or if your conduct impacts Es Em Gee's name or reputation or violates the rights of those of another party.
- 7.4. When the Terms come to an end, all of the legal rights, obligations and liabilities that you and Es Em Gee have benefitted from, been subject to (or which have accrued over time whilst the Terms have been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation, and the provisions of this clause shall continue to apply to such rights, obligations and liabilities indefinitely.

## **8. Indemnity**

- 8.1. You agree to indemnify Es Em Gee, its affiliates, employees, agents, contributors, third party content providers and licensors from and against:
  - (a) all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred, suffered or arising out of or in connection with Your Content;
  - (b) any direct or indirect consequences of you accessing, using or transacting on the Application or attempts to do so; and/or
  - (c) any breach of the Terms.

## **9. Dispute Resolution**

### **9.1. Compulsory:**

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

### **9.2. Notice:**

A party to the Terms claiming a dispute ('**Dispute**') has arisen under the 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.

### **9.3. Resolution:**

On receipt of that notice ('**Notice**') by that other party, the parties to the Terms ('**Parties**') 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 Apple iTunes 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 South Australia, Australia.

#### **9.4. Confidential**

All communications concerning negotiations made by the Parties arising out of and in connection with this dispute resolution clause are confidential and to the extent

possible, must be treated as "without prejudice" negotiations for the purpose of applicable laws of evidence.

#### **9.5. Termination of Mediation:**

If 4 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.

### **10. Venue and Jurisdiction**

The Services offered by Es Em Gee is intended to be viewed by residents of Australia. In the event of any dispute arising out of or in relation to the Application, you agree that the exclusive venue for resolving any dispute shall be in the courts of South Australia, Australia.

### **11. Governing Law**

The Terms are governed by the laws of South Australia, Australia. Any dispute, controversy, proceeding or claim of whatever nature arising out of or in any way relating to the Terms and the rights created hereby shall be governed, interpreted and construed by, under and pursuant to the laws of South Australia, Australia, without reference to conflict of law principles, notwithstanding mandatory rules. The validity of this governing law clause is not contested. The Terms shall be binding to the benefit of the parties hereto and their successors and assigns.

### **12. Independent Legal Advice**

Both parties confirm and declare that the provisions of the Terms are fair and reasonable and both parties having taken the opportunity to obtain independent legal advice and declare the Terms are not against public policy on the grounds of inequality or bargaining power or general grounds of restraint of trade.

### **13. Severance**

If any part of these Terms is found to be void or unenforceable by a Court of competent jurisdiction, that part shall be severed and the rest of the Terms shall remain in force.

### **14. User Responsibility**

Users of this Service accept that their use of this Service is at their sole risk knowing that location data, speed limits and speed camera locations data may not always be accurate. Users acknowledge that they must always pay full attention to the road and abide with all transportation laws and regulations.

Users interacting with the app (Service) in any way whatsoever, while driving is strictly prohibited. Users should set their chosen configuration prior to commencing their journey.

## **PRIVACY POLICY**

ES EM GEE PTY LTD, is committed to respect your privacy and to comply with applicable data protection and privacy laws. This privacy policy ("Policy") describes how we collect and use personal data where ES EM GEE PTY LTD is the data controller or where we refer to the applicability of this Policy. "Personal data" means information relating to you or another identifiable individual.

We will give you additional privacy information that is specific to a product or service in Supplements to this Policy and other notices you may see while using our products or services. If there is a difference between such notices and this Policy, the notices should be considered first. Software on your device may access your information. Our products or services may contain links to other companies' websites and services that have privacy policies of their own. ES EM GEE PTY LTD is not responsible for the privacy practices of others and we recommend you read their privacy notices.

If you do not agree with this Policy, do not use our products and services or provide ES EM GEE PTY LTD with your personal data.

### **What information do we collect?**

We collect your personal data and other information when you make a purchase, use or register into our products and services, take part in campaigns or research or otherwise interact with us. This includes following categories:

#### **Product and service activations**

ES EM GEE PTY LTD products and services may require electronic activation, where your device and application type, as well as unique device, application, network and subscription identifiers are sent to ES EM GEE PTY LTD.

#### **Use of products and services**

When you access our services online, our web servers automatically create records of your visit. These records typically include IP-address, access times, the sites linked from, pages visited, the links and features used, the content viewed or requested, browser or application type, language and other such information. See also our **Cookie Policy** below.

Our applications may contact our servers periodically, for example to check for updates or to send us information relating to service usage. Additionally, we may invite you to join voluntary product and service improvement or research programs where detailed information is collected. See Supplements to this Policy for more details.

### **Information you provide us with**

When you create an account, make a purchase, request services, participate in research or campaigns or otherwise interact with us, we may ask for information such as your name, email address, phone number, street address, user names and passwords, feedback, information relating to your devices, age, gender, and language, bank account number, credit card details and other such financial information.

We also maintain records of your consents, preferences and settings relating to, for example, location data, marketing and sharing of personal data.

### **Your transactions with us**

We maintain records of your purchases, downloads, the content you have provided us with, your requests, agreements between you and ES EM GEE PTY LTD, the products and services provided to you, payment and delivery details, your contacts and communications and other interactions with us. We may, in accordance with applicable law, record your communication with our customer care or with other such contact points.

### **Positioning and Location data**

Location-based services establish location through the use of satellite, mobile, Wi-Fi or other network based positioning methods. These technologies may involve exchanging your location data and unique device and mobile, Wi-Fi or other network related identifiers with ES EM GEE PTY LTD. Our products may operate on multiple device platforms, applications and services which may also collect your location data. We do not use this information to identify you personally without your consent.

When you use our location based services and features, for example location based search, navigation and routing, or request for map data, your location data is sent to ES EM GEE PTY LTD to serve you with the right content, which may also include location based advertising.

### **Why do we process Personal Data?**

ES EM GEE PTY LTD may process your personal data for the following purposes. One or more purposes may apply simultaneously.

### **Providing products and services**

We may use your personal data to provide you with our products and services, to process your requests or as otherwise may be necessary to perform the contract between you and ES EM GEE PTY LTD, to ensure the functionality and security of our products and services, to identify you as well as to prevent and investigate fraud and other misuses.

### **Accounts**

Some services may require an account to help you manage your content and preferences. For more information, see our account supplement.

### **Developing and managing products and services**

We may use your personal data to develop and manage our products, services, customer care, sales and marketing. We may combine personal data collected in connection with your use of a particular ES EM GEE PTY LTD product and/or service with other personal data we may have about you, unless such personal data was collected for a different purpose.

### **Communicating with you**

We may use your personal data to communicate with you, for example to inform you that our services have changed or to send you critical alerts and other such notices relating to our products and/or services and to contact you for customer care related purposes.

### **Marketing, advertising and making recommendations**

We may contact you to inform you of new products, services or promotions we may offer and to conduct market research when we have your consent or it is otherwise allowed. We may use your

personal data to personalize our offering and to provide you with more relevant services, for example, to make recommendations and to display customized content and advertising in our services. This may include displaying ES EM GEE PTY LTD and third party content.

### **Do we share Personal Data?**

We do not sell, lease, rent or otherwise disclose your personal data to third parties unless otherwise stated below.

### **Your consent and social sharing services**

We may share your personal data if we have your consent to do so. Some services may allow you to share your personal data with other users of the service or with other services and their users. Please consider carefully before disclosing any personal data or other information that might be accessible to other users.

### **ES EM GEE PTY LTD companies and authorized third parties**

We may share your personal data with other ES EM GEE PTY LTD companies or authorized third parties who process personal data for ES EM GEE PTY LTD for the purposes described in this Policy. This may include for example billing through your network service provider or otherwise, delivery of your purchases, providing services including customer service, managing and analyzing consumer data, credit checks, conducting research and managing marketing and other such campaigns. When you purchase an ES EM GEE PTY LTD product from us with a network service provider plan, we may need to exchange information with your network service provider to provide you with such service.

We may conduct joint marketing and other communications with our partners, for example your mobile operator. To avoid duplicate or unnecessary communications and to tailor the message to you we may need to match information that ES EM GEE PTY LTD has collected with information that the partner has collected where this is permitted by law.

These authorized third parties are not permitted to use your personal data for any other purposes. We require them to act consistently with this Policy and to use appropriate security measures to protect your personal data.

### **International transfers of personal data**

Our products and services may be provided using resources and servers located in various countries around the world. Therefore your personal data may be transferred across international borders outside the country where you use our services, including to countries outside the European Economic Area (EEA) that do not have laws providing specific protection for personal data or that have different legal rules on data protection, for example, the United States of America. In such cases we ensure that there is a legal basis for such a transfer and that adequate protection for your personal data is provided as required by applicable law, for example, by using standard agreements approved by relevant authorities (where necessary) and by requiring the use of other appropriate technical and organizational information security measures.

### **Mandatory disclosures**

We may be obligated by mandatory law to disclose your personal data to certain authorities or other third parties, for example, to law enforcement agencies in the countries where we or third parties acting on our behalf operate. We may also disclose and otherwise process your personal data in accordance with applicable law to defend ES EM GEE PTY LTD's legitimate interests, for example, in civil or criminal legal proceedings.

### **Mergers and Acquisitions**

If we decide to sell, buy, merge or otherwise reorganize our businesses in certain countries, this may involve us disclosing personal data to prospective or actual purchasers and their advisers, or receiving personal data from sellers and their advisers.

### **How do we address the privacy of children?**

ES EM GEE PTY LTD products and services are typically intended for general audiences. ES EM GEE PTY LTD does not knowingly collect information of children without the consent of their parents or guardians. ES EM GEE PTY LTD publishes safety guidelines for using internet services in our websites.

### **How do we address Data Quality?**

We take reasonable steps to keep the personal data we possess accurate and to delete incorrect or unnecessary personal data.

We encourage you to access your personal data through your account from time to time to ensure that it is up to date.

### **What steps are taken to safeguard Personal Data?**

Privacy and security are key considerations in the creation and delivery of our products and services. We have assigned specific responsibilities to address privacy and security related matters. We enforce our internal policies and guidelines through an appropriate selection of activities, including proactive and reactive risk management, security and privacy engineering, training and assessments. We take appropriate steps to address online security, physical security, risk of data loss and other such risks taking into consideration the risk represented by the processing and the nature of the data being protected. Also, we limit access to our data bases containing personal data to authorized persons having a justified need to access such information.

### **How do we use Cookies and Web Beacons?**

ES EM GEE PTY LTD uses cookies, web beacons and other similar technologies to operate and improve our websites and offering. We also use cookies for personalization and to display ads. Some ES EM GEE PTY LTD websites use third party advertising technologies, such as AdMob, to serve ads.

Our domains may include third party elements that set cookies on behalf of a third party, for example relating to third party social network. Please see our Cookie Policy below to find out more about how ES EM GEE PTY LTD uses cookies and how you can disable cookies by browser settings or otherwise.

### **What are your rights?**

You have a right to know what personal data we hold about you. You have a right to have incomplete, incorrect, unnecessary or outdated personal data deleted or updated. You have a right to unsubscribe from direct marketing messages and to request that we stop processing your personal data for direct marketing purposes or on other compelling legal grounds. However, if you opt-out from marketing and other communications from ES EM GEE PTY LTD, critical alerts may still be sent to you.

You may exercise your rights by contacting us or by managing your account and choices through available profile management tools on your device and our services. In some cases, especially if you wish us to delete or stop processing your personal data, this may also mean that we may not be able to continue to provide the services to you.

### **Who is the controller of your Personal Data?**

ES EM GEE PTY LTD of 19b Grundy Tce, Christies Beach, South Australia, is the controller of your personal data.

In addition, the ES EM GEE PTY LTD affiliate providing the product or service may be a controller of your personal data. You may find the identity of the controller and its contact details by reviewing the terms and conditions of such a product or service or by using contact information provided in the applicable ES EM GEE PTY LTD websites.

In matters pertaining to ES EM GEE PTY LTD's privacy practices you may also contact us at:

ES EM GEE PTY LTD  
19b Grundy Tce,  
Christies Beach,  
South Australia, 5165

### **Changes to this Privacy Policy**

ES EM GEE PTY LTD may from time to time change this Policy or change, modify or withdraw access to this site at any time with or without notice. However, if this Policy is changed in a material, adverse way, ES EM GEE PTY LTD will post a notice advising of such change at the beginning of this Policy and on this site's home page for 30 days. We recommend that you re-visit this Policy from time to time to learn of any such changes to this Policy.

## **COOKIES POLICY**

### **Cookies and how we use them**

This policy details how ES EM GEE PTY LTD uses cookies and cookie-like files and technologies on its websites, e.g. Local Shared Objects, also known as “Flash cookies”, web beacons etc. We refer to these generically as “cookies”. If you visit our websites and your browser settings accept cookies, we consider this as acceptance of our use of cookies.

### **What are cookies and how do they work?**

Cookies are small files that are sent to and stored in your computer by the websites you visit. Cookies are stored in your browser’s file directory. Next time you visit the site, your browser will read the cookie and relay the information back to the website or element that originally set the cookie.

### **Why does ES EM GEE PTY LTD use cookies?**

At ES EM GEE PTY LTD domains, we use cookies to offer you a smoother experience. View your options for managing cookies in the next chapter.

### **Basic functions**

These cookies are essential for running our web sites and are the key to providing you a seamless experience.

You can navigate uninterrupted e.g. by remembering language and country choices you’ve made and by preserving authentication to secure parts of the domain. These cookies also remember products of interest when you are redirected to an Operator site for a possible purchase.

### **Site improvement**

These cookies enable us to improve our websites by looking at how they are used.

We do analytical profiling to understand e.g. unique users reading a particular article (to know what is popular) or if a video file was viewed or abandoned half way through. We also look at where content is accessed so we know how to arrange our sites for optimal user experience. We count clicks on “Like” and “Tweet” plug-ins and what content from our sites was shared or referenced.

### **Personalization**

These cookies help make the content as personalized as possible, for example by showing you targeted banners and relevant recommendations.

We examine what type of reference was used to reach our sites, e.g. an email campaign or a link from a referral site, so we can estimate the effectiveness of our promotions and advertising campaigns.

### **Advertising**

We use these cookies to dynamically serve ES EM GEE PTY LTD ads on both ES EM GEE PTY LTD and selected third party websites.

We may expand 3<sup>rd</sup> party advertising to other ES EM GEE PTY LTD sites in the future.

Our domains may also include elements that set cookies on behalf of a third party, e.g. a “Like”- button from Facebook or a “Tweet”- button from Twitter.

### **How can I manage cookies?**

You can review the options available to manage cookies in your browser. The browser can be used to manage cookies relating to basic functions, site improvement, personalization and advertising. Different browsers use different ways to disable cookies, but they are usually found under a Tools or Options menu. You can also consult the browser's help menu. In addition to cookie management, browsers usually let you control files similar to cookies, for example Local Shared Objects, e.g. by enabling the browser's privacy mode.

Disabling cookies may prevent you from using certain parts of ES EM GEE PTY LTD websites. If you delete your cookies from the browser, you may need to remember to re-install opt-out cookies.

#### **How long do we keep the information?**

It depends based on the type of cookies. Session cookies expire when you close the browser. Persistent cookies, including Local Shared Objects ("Flash cookies"), have typical expiration dates ranging from two months up to a couple of years.

#### **What else should you know?**

ES EM GEE PTY LTD may from time to time change this Policy. However, if this Policy is changed in a material, adverse way, ES EM GEE PTY LTD will post a notice advising of such change at the beginning of this Policy and on this site's home page. We recommend that you re-visit this Policy from time to time to learn of any such changes to this Policy.

If you have additional questions, please contact us by writing to:

ES EM GEE PTY LTD  
19b Grundy Tce,  
Christies Beach,  
South Australia, 5165