

CHEMALERT MOBILE APP

TERMS OF USE

These terms and conditions ('**Terms**') (including all updates and variations) and your acceptance of these Terms and use of the ChemAlert Mobile Application ('**Mobile App**') form the agreement between Risk Management Technologies Pty Ltd of 5 Ventnor Avenue, West Perth, Western Australia ACN 096 167 207 ('**RMT**') and You ('**Agreement**').

In these Terms RMT is also referred to by reference to 'We', 'Our' or 'Us' and you are referred to as 'You'.

Please read these Terms carefully.

By clicking 'I Accept' or taking steps to install the Mobile App on your mobile or other electronic device (**Device**), You agree to be bound by them.

These Terms continue to apply unless We notify You of replacement or amended terms and conditions, in which case those terms and conditions will apply to Your use of the Mobile App.

1. Your use of the Mobile App

1.1 We grant to You, in your capacity as an 'Authorised User' under a ChemAlert Service Licence, a limited, non transferable, non exclusive, revocable licence to install and use the Mobile App on Your Device for the sole purpose of accessing the ChemAlert Service to carry on the business of the ChemAlert Service Licensee ('**Licensee**').

1.2 You agree that Your use of the Mobile App will at all times be in accordance with these Terms of Use and with the permitted uses for Authorised Users under the Licensee's ChemAlert Service Licence.

1.3 The licence We grant to You does not extend to You:

- (a) copying or using the program comprising the Mobile App for the purpose of on sale;
- (b) installing and using the Mobile App on any Device other than a Device that You control;
- (c) copying, modifying, adapting, extracting, downloading, reproducing or distributing any part of the Mobile App or material in the Mobile App (including but not limited to licensed third party material), unless explicitly allowed by Us;
- (d) deciphering, decompiling, disassembling or reverse engineering any of the software used to provide the Mobile App or assisting or authorising any other persons to do so, avoiding, bypassing, removing, deactivating, impairing, descrambling or otherwise circumventing any technological measure implemented by RMT or any RMT providers or any other third party to protect the Mobile App;
- (e) using, displaying, mirroring, framing or utilizing framing techniques to enclose or copy any individual element or materials contained within the

Mobile App, the RMT name, any RMT trade mark, logo or other proprietary information, (including the CHEMALERT trade mark), the content of any text or the layout and design of any page or form contained on a page, other than as may be permitted by RMT;

- (f) removing, obscuring or altering any legal notices displayed in the Mobile App;
 - (g) violating any applicable law or regulation; or
 - (h) using the Mobile App if You are no longer employed or engaged by the Licensee.
- 1.4 RMT will have the right to investigate and prosecute violations of any of the above, including intellectual property rights infringement and Mobile App security issues, to the fullest extent of the law.
- 1.5 To the extent that You choose to access the Mobile App, You are responsible for compliance with any applicable laws, including but not limited to applicable local laws.
- 1.6 You will uninstall and discontinue all use of the Mobile App from the date that You are no longer employed or engaged by the Licensee.

2. Updating and Modifications

- 2.1 We may, at Our sole discretion, change, add or remove any of the functionality or the design of the Mobile App at any time without notice to You and if We do update the Mobile App, these terms and conditions will govern any such update to the Mobile App.
- 2.2 To continue to access the ChemAlert Service via the Mobile App You must update the Mobile App each time there is an update to the ChemAlert Service.
- 2.3 We reserve the right, at Our sole discretion, to change, suspend, discontinue, undisable or terminate the Mobile App or to modify these Terms or the fees, at any time and without prior notice.
- 2.4 In no event will We be liable for the removal of or disabling of access to the Mobile App.
- 2.5 We may also impose limits on the use of or access to certain parts of the Mobile App, in any case and without notice or liability.
- 2.6 We reserve the right not to post or publish any materials, and to delete, remove or edit any material on or from the Mobile App, at any time in its sole discretion without notice or liability.
- 2.7 By continuing to access or use the Mobile App after We have posted a modification or have provided You with notice of a modification, You are indicating that You agree to be bound by the modified Terms.
- 2.8 If the modified Terms are not acceptable to You, you must cease using the Mobile App.

3. Links to, and content on, websites through the Mobile App

- 3.1 You acknowledge that the Mobile App provides links to content accessible through the ChemAlert Service.

- 3.2 If the Mobile App includes content that is made available by a third party, or includes a link to a third party website (being someone other than Us), then You agree that We are not responsible for examining or evaluating, or the accuracy or completeness of, that content.
- 3.3 Information or links to third party content are provided for convenience only and You should not rely on them as a statement of RMT policy or advice by Us on any particular matter.
- 3.4 We are not responsible for the content and privacy practices of third party websites and We recommend that You examine each website's Privacy Policy separately.

4. Intellectual Property

- 4.1 You acknowledge that the Mobile App contains proprietary content, information and material that is protected by applicable intellectual property and other laws, including but not limited to copyright, and that CHEMALERT is a trade mark owned by RMT.
- 4.2 RMT owns the intellectual property in the Mobile App, and in RMT content contained in the Mobile App.
- 4.3 You will not use RMT proprietary content, information or materials other than in accordance with these Terms and terms applying to You as an 'Authorised User' under the ChemAlert Licence Agreement entered into by the Licensee.
- 4.4 No portion of the Mobile App may be reproduced in any form or by any means.
- 4.5 You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the Mobile App, in any manner.
- 4.6 Your use of the Mobile App in no way transfers or assigns ownership in any intellectual property rights (including copyright) to You.

5. Use at Your Own Risk

- 5.1 While RMT has taken all due care to include accurate and up-to-date information in the Mobile App, it does not provide any warranty as to availability, reliability, timeliness, accuracy or completeness of the information or data displayed by the Mobile App.
- 5.2 RMT does not warrant that the functions contained in, or Services performed or provided by, the Mobile App will meet your requirements, that the operation of the Mobile App or services will be uninterrupted or error-free, or that defects in the Mobile App or services performed or provided by the Mobile App will be corrected.
- 5.3 You expressly acknowledge and agree that your access to and use of the Mobile App is at your own risk, and that the entire risk as to satisfactory quality, performance, accuracy and effort lies with You.
- 5.4 You agree to indemnify, and hold RMT, its officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with your access to or use of the Mobile App, or your violation of these Terms.

6. Disclaimer

- 6.1 You acknowledge that the Mobile App is provided as a reference tool only, and that it is not provided to meet all legal obligations of users or in place of any required SDS, is

not all-inclusive, and does not represent any guarantee as to the properties of the products referred to therein.

6.2 We have used Our best endeavours to ensure that the information provided on the Mobile App is correct and current at the time We made the Mobile App available for download however You should ensure that You regularly check for any updates to the Mobile App that are available and download those updates to enable ongoing access to the ChemAlert Service.

6.3 To the maximum extent permitted by law:

- (a) We make no warranty, express or implied, that the information included in or accessed through the Mobile App is correct or current;
- (b) as the Mobile App is provided on an 'as is' basis, We make no warranties that the Mobile App is error free, fit for purpose, that any defects with the Mobile App will be rectified, or that the Mobile App will not have unintended effects on the operation of Your Device;
- (c) We (and Our employees and agents) exclude any liability We may have to You or anyone else who uses the Mobile App on Your Device for any loss, including loss of benefits, damage, cost or expense, whether direct, indirect, consequential or otherwise arising from or in connection with the use of the Mobile App.

6.4 You acknowledge and agree that, to the maximum extent permitted by law, all risk arising out of your access to and use of the Mobile App remains with You.

6.5 To the maximum extent permitted by law, RMT will not be liable for any loss, cost, injury or damage (including consequential loss) which may be suffered or incurred by any person whatsoever as a consequence of their use of this Mobile App or reliance on any information contained herein, nor will RMT be liable for any incidental, special, exemplary or consequential damages, including lost profits, loss of data or loss of goodwill, service interruption, computer or device damage or system failure or the cost of substitute products or Mobile Apps, or for any damages for personal or bodily injury or emotional distress or damages of any kind or character whatsoever arising out of or in connection with the use of or inability to use the Mobile App, or from any communications, interactions or meetings with other users of the Mobile App or other persons with whom You communicate or interact as a result of your use of the Mobile App.

6.6 Where RMT may legally cap liability which may not be excluded at law, RMT's total liability at law to You for all damages will not exceed the amount of fifty dollars (\$50.00).

6.7 RMT will have no liability to You or to any third party for:

- (a) any third-party content uploaded onto or downloaded from or through the Mobile App; or
- (b) any data charges incurred as a consequence of use of the Mobile App.

7. Privacy and personal information

- 7.1 “**Personal Information**” is as defined in the *Privacy Act 1988 (Cth)*.
- 7.2 You are not required to provide any personal information in order to access and use the Mobile App.
- 7.3 RMT’s privacy policy at <https://rmtglobal.com> applies to Your use of the Mobile App.

8. Collection and use of non-personal information

- 8.1 We may collect, use and disclose non-personal information, about Your use of the Mobile App, to facilitate ongoing development, quality assurance and updating to the Mobile App and You agree that this information can be collected, used and disclosed by Us so long as it is not Personal Information.

9. General Terms

- 9.1 We may terminate this Agreement and revoke Your licence to install and use the Mobile App at any time and if We notify You that We have terminated this Agreement, You must stop using the Mobile App and promptly remove it from Your Device.
- 9.2 We may amend or replace these Terms from time to time by notice to You. If You do not agree to those amendments, You should cease to use the Mobile App and remove it from Your Device.
- 9.3 You may not assign, sub-licence or novate any part of this Agreement.
- 9.4 These Terms and your acceptance by way of use of the Mobile App constitute the entire Agreement between You and Us in connection with the Mobile App and supersede and replace any prior oral or written agreements between RMT and You regarding the Mobile App.
- 9.5 If any part of these Terms is held to be illegal or unenforceable, We may remove it and the remaining parts will continue in force.
- 9.6 This Agreement is governed by the laws of Western Australia.