



REDBACK
TECHNOLOGIES

Terms of use

Thank you for using our products and services ("Services"). These Terms of Use ("Terms") govern your use of our Services as a user and form a binding contractual agreement between you, the user of the Services and us, Redback Operations Pty Ltd ACN 605 542 541 ("Redback").

For that reason these Terms are important and you should ensure that you read them carefully and contact us with any questions before you use the Services. For information about how to contact Redback, please visit our contact page.

By using the Services you acknowledge and agree that you have had sufficient chance to read and understand the Terms and you agree to be bound by them. If you do not agree to the Terms, please do not use the Services.

1. Your Redback Account

1.1 You will need a Redback account in order to use some of our Services. Your account will be created by your installer.

2. Privacy and Copyright

2.1 We have a Privacy Policy, this includes information about how Redback users may access the personal information we hold about them and how they may seek correction of it. This privacy policy is the Redback Privacy Policy.

2.2 Redback's Privacy Policy explains how we treat your personal data and protect your privacy when you use our Services. By using our Services, you agree that Redback can use such data in accordance with our Privacy Policies.

2.3 Redback may collect personal information about the user when they use a device or appliance located on a property that has Redback products are installed.

(a) The primary purpose of collecting such data is to ensure optimal operation of Redback's products, providing customer support and keeping users informed about products, services, offers and upcoming events and to improve our service.

(b) We ask for some minimum personal information (mandatory fields) to open a Redback account. If applicants do not permit us to collect all of this information, we will not open such an account.

(c) We may also provide personal information about users to third parties for the purpose of providing users with direct marketing offers which we think may be of interest. If you do not wish to receive information about other products, services, offers and events, please notify our privacy officer in writing sent to privacy@redbacktech.com

3. About Software in our Services

3.1 When a Service requires or includes downloadable software, this software may update automatically on your device once a new version or feature is available.

4. Licence to use Services

4.1 We grant you a non-exclusive, worldwide, non-transferable licence to use the Services in accordance with the terms and conditions set out in this Terms.

4.2 You may access and use the Services (including any incidental copying that occurs as part of that use) in the normal manner and may also print one copy of any page within the Services for your own personal, non-commercial use.

4.3 You must not add any content to the Services:

- (a) unless you hold all necessary rights, licences and consents to do so;
- (b) that would cause you or us to breach any law, regulation, rule, code or other legal obligation;
- (c) that is or could reasonably be considered to be obscene, 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;
- (d) that would bring us, or the Services, into disrepute; or
- (e) that infringes the intellectual property or other rights of any person.

4.4 The Services contains links to other websites, we do not endorse, sponsor or approve any content available on any linked website.

4.5 You acknowledge and agree that:

- (a) we retain complete editorial control over the Services and may alter, amend or cease the operation of the Services at any time in our sole discretion;
- (b) the Services will not operate on a continuous basis, and may be unavailable from time to time (including for maintenance purposes); and
- (c) we reserve the right to charge a licencing fee for the use of Services.

5. Intellectual Property Rights

5.1 Nothing in these Terms constitutes a transfer of any intellectual property rights. You acknowledge and agree that, as between you and us, we own all intellectual property rights in the Services.

5.2 By posting or adding any content onto the Services, you grant us a perpetual, non-exclusive, royalty-free, irrevocable, worldwide and transferable right and licence to use that content in any way (including, without limitation, by reproducing, changing, and communicating the content to the public) and permit us to authorise any other person to do the same thing.

5.3 You consent to any act or omission which would otherwise constitute an infringement of your moral rights, and if you add any content in which any third party has moral rights, you must also ensure that the third party also consents in the same manner.

6. Our Warranties and Disclaimers

6.1 We provide our Service using a commercially reasonable level of skill and care and we hope that you will enjoy using Redback products, but there are certain things that we don't promise about our Services.

6.2 We represent and warrant that we have the right and authority to make the Service available pursuant to our agreement with you.

6.3 If you are a "consumer" for the purpose of the Australian Consumer Law, certain guarantees may be conferred on you and certain rights and remedies may be conferred on you which cannot be excluded, restricted or modified. If so, then to the maximum extent permitted by law, our liability to you limited at our option to:

- (a) In the case of goods, replacement or repair of the goods or payment of the cost of replacing or repairing the goods; and
 - (b) In the case of services, resupply of the service or payment of the cost of resupplying the services. In this clause, Australian Consumer Law means Schedule 2 of the *Competition and Consumer Act 2010* (Cth).
- 6.4 To the full extent permitted by law, we exclude all representations, warranties, guarantees or terms (whether express or implied by statute, trade or otherwise) other than those expressly set out in these Terms.
- 6.5 We don't make any commitment about the content within the Services, the specific functions of the Services, or their reliability, availability, or ability to meet your need. We provide the Services 'as is'. We do not guarantee that Redback Services will always be safe, secure or error-free or that the Services will always function without disruptions, delays or imperfections.
- 6.6 Any waiver by Redback of any of these terms and condition shall be limited to the particular instance and shall not operate or be deemed to operate as a future waiver of that or any other term.
- 6.7 You represent and warrant to us that:
- (a) you have the legal capacity to enter these Terms; and
 - (b) you have complied with clause 1.1.

7. Liability

- 7.1 Subject to clause 6.3 and to the maximum extent permitted by law a Covered Party (as defined below) shall not be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from:
- (a) Any errors in or omissions from the Services available or not included therein,
 - (b) The unavailability or interruption to the supply of the Services.
 - (c) Customer's use or misuse of the Services (regardless of whether you received any assistance from a Covered Party in using or misusing the Services),
 - (d) Your use of any equipment in connection with the Services,
 - (e) The content of Services,
 - (f) Any delay or failure in performance beyond the reasonable control of a Covered Party, or
 - (g) Any negligence of a Covered Party or its employees, contractors or agents in connection with the performance of our obligations under this agreement (other than liability for death and personal injury).
- 7.2 'Covered Party' means (a) us, our affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of us or our affiliates; and (b) each third party supplier of Services, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of Services or any of their affiliates.
- 7.3 Our liability to you for loss or damage of any kind (including loss or damage caused by negligence) is reduced to the extent that you caused or contributed to that loss or damage.

- 7.4 Subject to clause 6.3 and to the maximum extent permitted by law, the aggregate liability of the covered parties whether for breach of this agreement or in tort (includes negligence) or for any other common law or statutory cause of action shall not exceed the lesser of your actual direct damages or the amount you paid for the goods, or in the case of services the amount you paid for the services in the twelve month period immediately preceding the date the claim arose.
- 7.5 Subject to clause 6.3, the covered parties shall not be liable for any special, indirect, incidental, or consequential damages of any kind whatsoever (including without limitation, legal fees and loss of profits contracts, business, revenue, goodwill, anticipated savings, business information or data) in any way due to, resulting from, or arising in connection with the goods and services, or the failure of any covered party to perform its obligations, regardless of any negligence of any covered party.
- 7.6 These Terms are to be read subject to any legislation which prohibits or restricts the exclusion, restriction or modification of any implied warranties, conditions, guarantees or obligations. If such legislation applies, to the extent possible, we limit our liability in respect of any claim to, at our option:
- (a) in the case of goods:
 - (i) the replacement of the goods or the supply of equivalent goods;
 - (ii) the repair of the goods;
 - (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - (iv) the payment of having the goods repaired, and
 - (b) in the case of services:
 - (i) the supply of the services again; or
 - (ii) the payment of the cost of having the services supplied again.

8. Modifying and Terminating our Service

- 8.1 We are constantly changing and improving our Services. We may add or remove functionalities or features, and we may suspend or stop a Service altogether.
- 8.2 We may modify these Terms or any additional terms that apply to the Services to, for example, reflect changes to the law or our Services. You should look at the Terms regularly.
- (a) We will give advanced notice of any modification or termination via our website and give you an opportunity to review and comment on the revised terms before continuing to use our Services.
 - (b) Changes will not apply retroactively and will become effective no sooner than fourteen (14) days after they are posted. However, changes addressing new functions for a Service or changes made for legal reasons will be effective immediately.
 - (c) If you do not agree to the modified terms for a Service, you should discontinue your use of that Service. If you continue to use Services after the period of advanced notice has expired will be deemed acceptance to amended Terms of Use.

- 8.3 These Terms terminate automatically if, for any reason, we cease to operate the Services.
- 8.4 We may otherwise terminate these Terms immediately, on notice to you, if you have breached these Terms in any way.
- 8.5 If you do not comply with these terms, and we don't take action right away, this doesn't mean that we are giving up any rights that we may have (such as taking action in the future).

9. General

- 9.1 These Terms of Use and Redback Privacy Policy make up the entire agreement between the parties regarding Services, and supersedes any prior communications, representations, inducements, undertakings, agreements or arrangements between the parties.
- 9.2 You must not assign, sublicense or otherwise deal in any other way with any of your rights under these Terms or the Privacy Policy.
- 9.3 All of our rights and obligations under this Terms of Use and Privacy Policy are freely assignable by us in connection with a merger, acquisitions, or sale of assets, or by operation of law or otherwise.
- 9.4 If a provision of these Terms or Privacy Policy are invalid or unenforceable it is to be read down or severed to the extent necessary without affecting the validity or enforceability of the remaining provisions.
- 9.5 Each party must at its own expense do everything reasonably necessary to give full effect to this Terms and the events contemplated by it.
- 9.6 This Terms is governed by the laws of Queensland and each party submits to the jurisdiction of the courts of Queensland.
- 9.7 Some of our Services are available on mobile devices. Do not use such Services in a way that distracts you and prevents you from obeying traffic or safety laws.