



TERMS & CONDITIONS

1. WHAT ARE THESE TERMS ABOUT?

These terms apply when you use the MindMe Pty Ltd (MM) website, being <https://www.mindme.com.au/> and any other websites we operate with the same domain name and a different extension ("Website"). These terms also apply when purchasing MindMe Products, both directly from MM and or third party resellers.

2. TERMS & CONDITIONS (AMENDMENTS)

Once the purchaser places an Order, the terms outlined in this document are accepted at the point of sale will apply to the purchase of those Products. However, please note that we may change any part of these terms at any time by updating our website, so you the purchaser may find that different terms apply next time they use this website or purchase Products. The date at the bottom of this page displays when we last updated these terms.

3. DEFINITIONS

- **Product** – Refers to all products sold by MM
- **Purchaser** – Refers to individuals purchasing MM products for themselves, family member/friend or on behalf of a client
- **Wearer** – Refers to the individuals that wears/uses a MM product
- **Device** – Refers to a technological device sold by MM
- **Account holder** – Refers to the person/individual that a SIM card account has been set up in
- **Home Care Package Provider (HCPP)**– Refers to a third party government registered organisation that manages home care package (HCP) funding on behalf of their clients
- **NDIS** – Refers to the National Disability Insurance Scheme (NDIS) is a scheme of the Australian Government that funds costs associated with disability
- **Order** – Refers to a MM product that has been purchased
- **Plan Manager** – The individual employee that is assigned to manage either a HCP or NDIS funding on behalf of their client
- **Information form** – Refers to the form MM clients are required to complete upon purchasing a MM product so that MM can setup a mobile SIM account and product on behalf of the wearer with their customised information
- **Settings and Login sheet** – Refers to a document that is included with MM products, which details personalised setup information including the mobile number of the MM product, programmed emergency contacts, usernames and passwords for the mobile SIM account mobile app.
- **Thank you letter** - Refers to a documents that is included with MM products, which provides information on what is included in the order received, SIM card information and additional information on using a MM product
- **Quick Starter Guide** Refers to a document that is included with MM products, providing a brief summary of how MM products operate
- **Emergency Contact/s** – Refers to the nominated individuals whom the wearer/purchaser nominates as an emergency contact
- **Global Positioning System (GPS)** – Refers to a satellite-based radio navigation technology which tracks the location of MM products remotely.
- **GEO fence** – Refers to a pre-set virtual boundary to be set around a point location (i.e. 100m radius from front gate of home). If the wearer breaches the pre-set virtual boundary by travelling out/in, an alert is sent to the programmed contacts. Note: Uses GPS technology to operate
- **Mobile network** – SIM cards utilise the mobile network to communicate over the mobile network and can be made up of voice, data, images and text messages.
- **Admin / Installation Fees** – Refers to the fees charged by MM for the installation and configuration of MM products
- **Third Party** – Individual/company purchasing an MM device on behalf of a wearer i.e. Plan manager, retail stockist

TERMS & CONDITIONS



- **Standard Operating Hours** – Refers the times and days that a MM customer service representative is available to contact via phone or email. These hours include 9.00am and 5.00pm from Monday to Friday (excluding public holidays). PLEASE NOTE: The MM website is available 24/7 to provide product information and placing orders.

4. MINDME PRODUCT

MM products combine mobile communication, GPS capabilities, and GPRS satellite technologies, SOS alerts and fall detection in a small wearable device.

5. PRODUCTS SUPPLIED

MM is the supplier of the MindMe Pro, MindMe Pro X, MindMe Pro SG, MindMe Watch and MindMe Watch X.

6. PRODUCT ADVERTISING

7. PURCHASING MM PRODUCTS

Once an MM product is purchased, it is the property and wholly owned by the purchaser/wearer. MM is not responsible for monitoring, testing & maintenance etc.

7.1. WEBSITE PURCHASE PROCESS

1. Purchaser purchases a MM product via the website, payment is made at time of purchase
2. An automated purchase confirmation email is sent to the email address provided by the purchaser at point of sale. Confirmation email provides a link to a product specific 'Information Form' for the purchaser to complete and return to info@mindme.com.au
3. MM processes order within 3 - 10 business days of receipt of Information Form supplied by purchaser. Order processing includes:
 - a. Creating and activating a SIM card on behalf of the wearer
 - b. Installing SIM card into the device and applying \$30 credit to the account
 - c. Programming the device with personalised information which is detailed on the Information Form supplied by purchaser
 - d. Shipping order to nominated shipping address

7.2. PHONE PURCHASE PROCESS

1. Purchaser contacts MM via phone to arrange purchase of MM a product.
2. Customer Service Representative completes 'Information Form' over the phone and takes payment via credit card.
3. MM processes order within 3 - 10 business days of receipt of Information Form supplied by purchaser. Order processing includes:
 - a. Creating and activating a SIM card on behalf of the wearer
 - b. Installing SIM card into the device and applying \$30 credit to the account
 - c. Programming the device with personalised information which is detailed on the Information Form supplied by purchaser
 - d. Shipping order to nominated shipping address

7.3. THIRD PARTY PURCHASE PROCESS

1. A third part may include but not limited to an HCPP or NDIS plan manager.
2. Third Party emails order request to info@mindme.com.au, including completed product specific Information Form and Purchase Order (if applicable)
3. MM processes order within 3 - 10 business days of receipt of Information Form supplied by third party. Order processing includes:
 - a. Creating and activating a SIM card on behalf of the wearer
 - b. Installing SIM card into the device and applying \$30 credit to the account
 - c. Programming the device with personalised information which is detailed on the Information Form supplied by third party

TERMS & CONDITIONS



- d. Shipping order to nominated shipping address
- e. MM issues an invoice to third party purchaser to be paid within 15 – 30 days

7.4. SUBMITTING AN ORDER

By submitting an order for purchase of a MM Product you represent and warrant that:

1. you have the legal capacity and are of sufficient age to enter into a binding contract with MM
2. you are authorised to use the debit or credit card you provide with your Order
An order has been finalised once a payment has been processed and/or goods have been shipped to purchaser.

8. COLLECTION OF INFORMATION

Purchaser/wearer/account holder information will be collected at the time of purchase or if a quote is requested prior to purchase. Personal information that may be required to be provided may include your email address, first and last name, preferred username, a secure password, billing, postal and physical addresses, mobile phone number, bank account information, and other information as determined by us from time to time.

We may, in our absolute discretion, suspend or cancel your Account for any reason, including for any failure to comply with these terms.

9. PAYMENT

All prices are:

1. Per unit (except where indicated)
2. In Australian Dollars (\$A)
3. Subject to change prior to you completing an Order without notice
4. (GST) Unless otherwise indicated, amounts stated on the Website do not include GST. ([Click here](#) to view further information on GST-free products)
5. (Card surcharges) MM reserves the right to charge credit card surcharges in the event that payments are made using a credit, debit or charge card (including Visa, MasterCard or American Express).
6. MM may use third-party payment providers to collect payments for Products. The processing of payments by the payment provider will be, in addition to these terms, subject to the terms, conditions and privacy policies of the payment provider and we are not liable for the security or performance of the payment provider. We reserve the right to correct, or to instruct our payment provider to correct, any errors or mistakes in collecting your payment.

10. INITIAL AND ONGOING COSTS

MM products (device only) have a once off cost (i.e. no rental fees), with no ongoing fees owing to MM post purchase.

PLEASE NOTE: Ongoing SIM card fees are required to ensure continued operation are associated with the installed SIM card.

11. DELIVERY AND SHIPPING

Shipping and delivery costs are included in the price of MM products upon initial purchase. Orders will be shipped to address provided on the MM Information Form at time of purchase, unless advised otherwise by purchaser.

12. DELIVERY ISSUES

MM orders are shipped via Australia Post, their terms apply to the delivery of the Products to purchaser/wearer. Any problems with delivery should be directed to us to investigate. We will endeavour to assist you to ensure your delivery arrives. All delivery times provided to you are estimates only and are subject to postal delays and reasons beyond our control.

TERMS & CONDITIONS



13. SIM CARD

All MM devices require an active SIM card with available credit for it to perform its text alert functions, GPS location functions and its voice call functions.

MM products are offered with either a Bell Mobile Pre-paid IOT SIM card which operates on the Telstra mobile network or an Amaysim SIM card which operates on the Optus network. However, the purchaser can request to BYO an alternative SIM card that operates on either Optus or Telstra mobile network.

13. MOBILE APPLICATION

MM devices use the Aibeile Plus mobile application to program and monitor devices. Wearers/Emergency contacts are responsible for reading and accepting Aibeile Plus T & C's when using APP.

Wearers/Purchasers are responsible for changing their login passwords upon receiving their device

14. DEVICE MONITORING

MM devices are self-monitored. Devices are **not** affiliated with any third-party monitoring provider to monitor devices.

Emergency contacts will be programmed as per the information supplied by the purchaser on the MM information form at time of purchase.

Wearers/Purchasers are responsible for checking the accuracy of emergency contact numbers and fall detection settings prior to initial use of a MM device.

Emergency services is not automatically listed as one of the emergency contacts. It will **ONLY** be listed if requested on information form. **PLEASE NOTE:** Listing 000 as an emergency contact does not completely assure that help or protection or that emergency help will arrive within a specific time frame.

15. TESTING

It is the responsibility of the wearer to carry out initial testing upon receiving their device and periodic testing to ensure it is operating correctly. **PLEASE NOTE:** Testing will charge the SIM card.

16. BATTERY

The wearer must charge all devices regularly. It is recommended the device be charged daily, if it is used multiple times a day it may require additional charging.

17. SOS AND FALL ALARM

MM devices are designed as a first-instance, alert system to help the wearer in an emergency, when under duress or when help is needed. The devices are designed and supplied to alert the wearers pre-programmed emergency contacts phone numbers for assistance in an emergency. Please see applicable Quick User Guide for SOS and fall detection procedures.

MM cannot control how long a pre-programmed emergency contact may take to respond to an alert. MM recommends the pre-programmed emergency contacts chosen by the wearer are aware of the use of the alarms and are suitable for providing the assistance in the event of an emergency.

MM devices have inbuilt fall detection which can be turned on or off at any time. There are varying levels of sensitivity. We recommend devices are set to a standard sensitivity level that seems to work with our average customer. If your circumstances are different you may wish to have the setting changed to a higher or lower sensitivity setting.

TERMS & CONDITIONS



Our devices detect a fall using an accelerometer looking for a change in angle and a level of G-force that the algorithm uses to activate the alert. Devices are designed to detect a typical fall. Falls that occur where the wearer may slide slowly down a wall to the ground or falls on a bed or sofa may not register a fall with a device. There are events and conditions that can prevent the devices from operating as expected. In these situations we strongly recommend the wearer to press the SOS button.

18. LIABILITIES AND WARRANTIES

1. We will endeavour to ensure that the products provided will be substantially the same as the products/information displayed on our website or promotional documents, or as otherwise agreed with you in writing prior to you placing your Order. We do not declare that the information on this website or promotional documents will be kept up to date, be true and not misleading, or that this site will always be available for use. Information on this website or in any communication or promotional documentation should not be taken to constitute professional advice or a formal recommendation and we exclude all representations and warranties relating to the content and use of this site or in any communication in any way with MM. Please note that due to screen display, colour and brightness, and image quality, products may not exactly match the image on our website or promotional documents.
2. Any product information distributed by a Third-Party Supplier (i.e HCPP, Plan manager) may not be up to date. It is the responsibility of the purchaser to confirm product information directly with MM prior to purchase.
3. MM will not be liable for any incidental, indirect, consequential or damages of any kind, or any damages whatsoever. This includes any third-party providers such as network providers changing their level of service or delivery manner.
4. The wearer/purchaser agrees to indemnify MM, its owners, employees, agents, and subcontractors, from and against all claims, lawsuits, including legal fees, and losses asserted against and alleged to be caused by any products performance, negligent performance, supplied products or failure to perform its obligations under this agreement. There are no third-party beneficiaries of this contract.
5. MM does not represent nor warrant that any products will prevent any loss, damage or injury, or that our products will in all cases provide the protection for which it is installed or intended.
6. MM's products are designed to reduce certain risks of loss, though MM does not guarantee that no loss, of any kind, will occur.
7. MM shall not be liable to anyone/body/entity for any loss or injury sustained as a result of any cause whatsoever in any way or circumstance.
8. If there should arise any liability on the part of MM as a result of any cause whatsoever, such liability will be limited to the price paid for the supplied product.
9. By virtue of purchasing a product from the MM or MM website, it is agreed that any person doing so or third party involved with the supply/use of a MM product, will have had the opportunity to have read this disclaimer before purchase.
10. You must not rely on the information within this website or MM employees as an alternative to medical advice from your doctor or other health services providers. If you have any specific questions about any emergency plan, medical or health matters you should consult your doctor or other professional health services provider or personal carer. You should never delay seeking medical advice, disregard medical advice, or commence or discontinue any medical treatment because of information within this 'manual'.

19. WARRANTY

MM devices comes with a 12-month warranty that cannot be excluded under the Australian/State Consumer Law. You are entitled to a replacement or refund for a major defect. If any defect is minor, we may elect repair the product or replaced if the product fails to be of acceptable quality.

Things that may void warranty include the product has been opened or tampered with or modified, physical damage including moisture damage, excessive heat, being dropped, use of an incorrect power adapter and power surge.

20. LIMITATIONS OF SERVICE/USAGE

20.1. MOBILE NETWORK COVERAGE DISCLAIMER

1. MM devices require a GPS and 3G or 4G network signal for full featured operation. Our devices are still capable of functioning as an emergency SOS Alarm device if you do not have a GPS signal and still have a 3G or 4G signal. Features are limited but direct contact with a carer is possible via voice over the 3G or 4G mobile network.
2. Device connection depends on where they are in relation to the available 4G or 3G mobile network coverage. There will be specific areas described as being within a coverage area where a wearer's device will not work. This is a common characteristic of wireless systems. For example, coverage could be degraded or non-existent in specific locations due to certain physical structures or geographic features or as a result of the device used. Physical structures which may block or inhibit coverage could include but not limited to basements, lifts, underground car parks, concrete buildings, tunnels, and road cuttings. Geographic features which may block or inhibit coverage could include formations such as hills and mountains or even trees.
3. MM does not guarantee the device can always connect to the mobile network. Therefore a voice call or SMS alert may not be received by pre-programmed emergency contacts at all times or within a short time frame.
4. MM is not liable for any indirect or consequential loss or claims.

20.2. GPS FUNCTIONS DISCLAIMER

1. The GPS and Geo fence function on MM devices are limited to the common constraints of all GPS systems.
2. MM devices use the built in GPS technology to fix the location of a device with an accuracy of approximately 10 metres. For the GPS functions to operate, it requires a line-of-sight connection to satellites in the sky and therefore needs to be pointed to the sky. It can take up to 10 minutes to receive its time to first fix (TFFF) and work out the co-ordinates of its exact location.
3. In circumstances where a device cannot receive the GPS signal it will provide its position by WIFI location. The device does not use a 'triangulation method' (LBS) when a current GPS fix is not available. The device checks for an updated GPS or WIFI location when the device detects movement in accordance with the default, power saving mode and therefore MM cannot guarantee that the device always knows the current GPS location, i.e. when the SOS button is activated and the location request is sent to it via text.
4. Underground carparks, lifts, concrete buildings, tunnels, and other constructions can block the signal from satellites to MM devices. It is possible that if a wearer of a MM device is in a location where there is no GPS signal that there may also be no 4G or 3G mobile signal meaning the functions of the device will not operate until the wearer moves to an unobstructed location. However, the device will attempt to use available WIFI to obtain its location in these circumstances.
5. The GEO fence function may take up to 10 minutes to register the wearer breaching the pre-programmed perimeter.

TERMS & CONDITIONS



21. LIMITATION OF LIABILITY

- Devices are not designed or guaranteed to prevent any loss or injury if, notwithstanding the terms of this agreement, there should arise any liability on the part of MM as a result of any cause whatsoever, regardless of whether or not such loss, damage, or personal injury was caused by or contributed to by MM's negligence to any degree or failure to perform any obligation or strict products liability, such liability will be limited to the sum of the sale price of the supplied device.
- MM cannot guarantee in any way that the device will not prevent accidents, death or personal injury to the wearer or others, property damage, illegal entry or undue delay in any emergency service response from occurring and is not liable in any manner for any loss or damage resulting there from. MM is not liable for any indirect or consequential loss or claims.
- MM is not responsible or liable for any injury, loss or damage caused by persons responding, failing to respond, or failing to respond promptly to wearer's home or other location. MM is not responsible or liable for any injury, loss or damage caused in whole or in part by damage to the device while in your possession, improper installation, unreasonable use or abuse of the device, failure to provide proper maintenance or to follow the written instructions provided or failure to regularly test the device.

22. RETURN/REFUND POLICY

MM publishes its return/refund policy on its website for the purchaser to access prior to purchasing MM products.

23. PRIVACY POLICY

MM publishes its privacy policy on its website for the purchaser to access prior to purchasing MM products.

24. ASSIGNMENT

The purchaser may not assign their rights under this Agreement without our consent.

25. DELIVERY OF THESE TERMS AND CONDITIONS

The purchaser acknowledges these terms and conditions, and incorporated documents were made available to the purchaser online via MM's website.

26. INTELLECTUAL PROPERTY

MM retains all intellectual property rights in the design of the Products, including the labelling and packaging, or those rights are owned by a third party. You must not attempt to copy, reproduce, manufacture or otherwise commercialise the Products.

In this clause, "intellectual property rights" means all copyright, trademark, design, patent, semiconductor and circuit layout rights, trade, business, company and domain names, confidential and other proprietary rights, and any other rights to registration of such rights whether created before or after the date of these terms both in Australia and throughout the world.

27. FULL AGREEMENT

The purchaser acknowledges and represents that the purchaser has not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set forth in this agreement and waives any claims in connection with same. Should any provision of this agreement be deemed void, all other provisions will remain in effect.

TERMS & CONDITIONS



28. LEGAL ACTION

The purchaser submits to the jurisdiction and laws of Victoria, Australia and agrees that any litigation or arbitration between the parties must be commenced and maintained in Victoria, Australia. Service of process or papers in any legal proceeding or arbitration between the parties may be made by Express Mail delivered by Australia Post addressed to the party's address as supplied or another address provided by the party in writing to the party making service. MindMe Pty Ltd postal address: 7 Liscard Street, Elsternwick VIC 3185.

The purchaser understands that instead of suing or being sued in court, the parties may have their dispute determined by mediation or arbitration.

29. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Victoria of Australia.