

# AllMyTribe App and SPACETALK Devices Terms of Use

SPACETALK Pty Ltd ('SPACETALK') provides a subscription service that allows our members to obtain and collect location and other data relating to connected devices over the Internet to certain Internet-connected mobile devices.

These Terms of Use ('TOU' or 'Terms') govern your use of the AllMyTribe™ App and SPACETALK™ devices. As used in these Terms, 'SPACETALK service', 'our service' or 'the service' means the service provided by SPACETALK for discovering and using SPACETALK content, including all features, functionalities and user interfaces, as well as all content and software associated with our service, including the AllMyTribe™ App ('the App').

The AllMyTribe™ App and SPACETALK™ devices are provided to you by SPACETALK Pty Ltd and SPACETALKWATCH UK Pty Ltd which are fully owned subsidiaries of MGM Wireless Ltd, a Public Company listed on the Australian Stock Exchange (ASX company code: MWR) ABN 93 091 351 530

## 1. Scope of License

- 1.1. SPACETALK grants to you a non-transferrable license to use the App on products that you own or control.
- 1.2. These Terms will govern any content, materials or services accessible from or purchased within the App as well as upgrades provided by SPACETALK that replace or supplement the original App.
- 1.3. You may not distribute or make the App available over a network where it could be used by multiple devices at the same time. You may not transfer, redistribute or sub-license the App. You may not copy, reverse-engineer, disassemble attempt to derive the source code of, modify or create derivative works of the App.

## 2. Membership

- 2.1. To use the SPACETALK service you must have internet access, a mobile device and a current paid subscription or a promotional subscription.
- 2.2. To obtain a current paid subscription, you must provide a current, valid, accepted method of payment, which you may update from time to time (see 'Payment Method' below).
- 2.3. Unless you cancel your membership before your monthly billing date, you authorize us to charge your next month's membership fee to your Payment Method (see 'Cancellation' below).
- 2.4. Your paid subscription will continue month-to-month until terminated.
- 2.5. Users with a promotional subscription will have use of the SPACETALK service for the duration of that promotional subscription period at no cost. Use of the SPACETALK service beyond that promotional subscription period will require a current paid subscription.

## 3. Use of Data

- 3.1. You agree that SPACETALK may collect and use technical data and related information, including but not limited to technical information about your device, system and App software and peripherals that is gathered periodically to facilitate the provision of software updates, product support and other services related to the App. SPACETALK may use this

information (as long as it is in a form that does not personally identify you) to improve its products or to provide services or technologies to you. More information on our use of data can be obtained from our Privacy Policy.

#### **4. Billing**

- 4.1. Billing Cycle. The membership fee for the SPACETALK service and any other charges you may incur in connection with your use of the service, such as taxes and possible transaction fees, will be charged on a monthly basis to your Payment Method on the calendar day corresponding to the commencement of the paying portion of your membership.
- 4.2. Payment Method. Payment will be charged to your iTunes, Google Play or similar Account at confirmation of purchase. Your subscription automatically renews each month, unless auto-renew is turned off at least 24-hours before the end of the current period. Your account will be charged for renewal within 24-hours prior to the end of the current period at the rate of your selected subscription plan.
- 4.3. Cancellation. You can cancel your SPACETALK subscription at any time, and you will continue to have access to the SPACETALK service through the end of your monthly billing period. Payments are non-refundable and we do not provide refunds or credits for any partial-month membership periods.
- 4.4. Changes to the Price and Service Plans. We may change our service plans and the price of our service from time to time; however, any price changes or changes to our service plans will apply to you no earlier than 30 days following notice to you. You can manage your subscription and turn off auto-renewal by going to your Account Settings (in the Settings app on your iOS or Android device) after purchase.

#### **5. SPACETALK Service**

- 5.1. You must be 18 years of age to become a subscriber of the SPACETALK service.
- 5.2. The SPACETALK service and any content viewed through the service are for your personal and non-commercial use only.
- 5.3. You agree to use the SPACETALK products and services, including all features and functionalities associated therewith, in accordance with all applicable laws, rules and regulations, or other restrictions on use of the service or content therein. You agree not to archive, reproduce, distribute, modify, display, perform, publish, license, create derivative works from, offer for sale, or use (except as explicitly authorized in these Terms) content and information contained on or obtained from or through the SPACETALK service. You also agree not to: circumvent, remove, alter, deactivate, degrade or thwart any of the content protections in the SPACETALK service; decompile, reverse engineer or disassemble any software or other products or processes accessible through the SPACETALK service; insert any code or product or manipulate the content of the SPACETALK service in any way; or use any data mining, data gathering or extraction method. In addition, you agree not to upload, post, e-mail or otherwise send or transmit any material designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with the SPACETALK service, including any software viruses or any other computer code, files or programs. We may terminate or restrict your use of our service if you violate the TOU or are engaged in illegal or fraudulent use of the service.

- 5.4. The quality of the display of the SPACETALK content may vary from device to device, and may be affected by a variety of factors, such as your location, the bandwidth available through and/or speed of your Internet connection.
- 5.5. You understand and acknowledge that you are responsible for any User Content you submit or contribute and have full responsibility for such content, including its legality, reliability, accuracy and appropriateness. In providing any User Content, you represent and warrant that (a) you own or control all rights in and to such User Content and have the right to grant the license granted above and (b) all of your User Content does and will comply with these Terms of Use.

## **6. External Services**

- 6.1. The App may enable access to SPACETALK'S and/or third-party services and websites (collectively and individually 'External Services'). You agree to use the External Services at your sole risk. SPACETALK is not responsible for examining and evaluating the content or accuracy of any third-party External Services and shall not be liable for any such third-party External Services.

## **7. Passwords and Account Access**

- 7.1. The member who created the SPACETALK account and whose Payment Method is charged (the 'Account Owner') has access and control over the SPACETALK account and the SPACETALK ready devices that are used to access our service. To maintain control over the account and to prevent anyone from accessing the account (which would include information on viewing history for the account), the Account Owner should maintain control over the SPACETALK ready devices that are used to access the service and not reveal the password nor details of the Payment Method associated with the account to anyone. You are responsible for updating and maintaining the accuracy of the information you provide to us relating to your account. We can terminate your account or place your account on hold in order to protect you, SPACETALK or our partners from identity theft or other fraudulent activity.

## **8. Warranties, Indemnity and Limitations on Liability**

- 8.1. The SPACETALK service is provided "as is" and without warranty or condition. In particular, our service may not be uninterrupted or error-free.
- 8.2. We do not warrant that the results that may be obtained from the App will be accurate and reliable.
- 8.3. In no case shall SPACETALK, our directors, employees, contractors and agents be liable for any injury, loss, claim or any direct, indirect, punitive, special or consequential damages of any kind arising from your use of the App or related services or for any other claim related in any other way to the use of the SPACETALK devices or App. Because some jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such jurisdictions our liability shall be limited to the lesser of the amount of the subscription to the App and the amount permitted by law.
- 8.4. These terms will not limit any non-waivable warranties or consumer protection rights that you may be entitled to under Australian Consumer Law and under Consumer Laws of the United Kingdom.

- 8.5. You agree to indemnify, defend and hold harmless SPACETALK and our associated entities from any claim or demand including reasonable legal costs made by any third party due to or arising out of your breach of these Terms or the documents they incorporate by reference or by your violation of any law or the rights of a third party.

## 9. Class Action Waiver

- 9.1. Where permitted under the applicable law, you and SPACETALK agree that each may bring claims against the other only in your or its individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. Further, where permitted under the applicable law, unless both you and SPACETALK agree otherwise, the court may not consolidate more than one person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding.

## 10. Acceptable Use

### **The AllMyTribe™ App and SPACETALK™ devices are not intended to be:**

- used for illegal tracking and monitoring of natural persons
- used by persons not authorized by the primary account holder
- used for the purposes of harassment or abuse
- used in restricted areas
- used to make personal gains or conduct personal business
- used in a way that could affect its reliability or effectiveness
- used in any way infringe any copyright, database rights, trademarks or other intellectual property
- used in any way that infringes this Agreement or for an unlawful purpose

### **AllMyTribe™ App users must not:**

- use SPACETALK™ devices in a way that infringes on the rights of the device user and others
- access, download, send or receive any data (including images), which are offensive in any way, including sexually explicit, discriminatory, defamatory or libellous material
- connect SPACETALK™ and their mobile devices to the internet using non-standard connections
- interfere or attempt to interfere in any manner with the functionality or proper working of the SPACETALK™ devices and AllMyTribe™ app
- upload to the AllMyTribe™ app, or use the AllMyTribe™ app to store, process or transmit material in violation of third-party privacy or data protection rights
- use AllMyTribe™ app to store, process or transmit any malware. Malware means programming (code, scripts, active content, and other software) that is designed to disrupt or deny operation, gather the information that leads to loss of privacy or exploitation, or gain unauthorized access to system resources, or that otherwise exhibits abusive behaviour. Malware includes computer viruses, worms, trojan horses, spyware, dishonest adware, scareware, crimeware, most rootkits, or other malicious or unwanted software or programs.
- impersonate another person, misrepresent your affiliation with another person or entity, engage in fraud, or hide or attempt to hide your identity
- access any unauthorized part of the AllMyTribe™ or SPACETALK™ platform

- attempt to compromise the security of the AllMyTribe™ or SPACETALK™ platform in any way
- attempt to probe, scan or test the vulnerability of any part of the AllMyTribe™ or SPACETALK™ platform without proper authorization

Violation of this Acceptable Use Policy may lead to suspension or termination of the user's account. In addition, the user may be required to pay for the costs of investigation and remedial action related to violations. Any criminal activities are subject to referral to law enforcement. Any harm to AllMyTribe™ or SPACETALK™ devices caused by a violation of this Acceptable Use Policy may lead to legal action.

## 11. Miscellaneous

- 11.1. Governing Law. These Terms of Use shall be governed by and construed in accordance with the laws of the South Australia or the laws of the United Kingdom, depending on the selected region and a place of residence.
- 11.2. Your use of the App is also subject to the SPACETALK Privacy Policy relevant to your region available at [www.spacetalkwatch.com](http://www.spacetalkwatch.com) or [www.spacetalkwatch.co.uk](http://www.spacetalkwatch.co.uk).
- 11.3. The SPACETALK service must never be solely relied upon to ensure the safety, whereabouts or location of the wearer of SPACETALK devices. SPACETALK makes no guarantees, representations or warranties regarding accuracy or reliability of location data and notifications. The accuracy of location varies from location to location and must never be solely relied upon to identify the location of the SPACETALK™ device wearer.
- 11.4. Customer Support. To find more information about our service and its features or if you need assistance with your account, please visit the Support section of our website ([www.spacetalkwatch.com/support](http://www.spacetalkwatch.com/support) or [www.spacetalkwatch.co.uk](http://www.spacetalkwatch.co.uk)). In the event of any conflict between these TOU and information provided by Customer Support or other portions of our website, these TOU will prevail.
- 11.5. Severability. If any provision or provisions of these Terms of Use shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full force and effect.
- 11.6. Changes to Terms of Use and Assignment. SPACETALK may, from time to time, change these Terms of Use. We will notify you at least 30 days before these new Terms of Use apply to you. We may assign or transfer our agreement with you including our associated rights and obligations at any time and you agree to cooperate with us in connection with such an assignment or transfer.
- 11.7. Electronic Communications. We will send you information relating to your account (e.g. payment authorisations, invoices, changes in password or Payment Method, confirmation messages, notices) in electronic form only, for example via emails to your email address provided during registration.