

Terms and Conditions



Life Package

To ensure you receive the best possible personal emergency response service, the following terms and conditions apply to all clients who are monitored by Safety Link using a Spacetalk Life watch.

Terms used in these Terms and Conditions

1. In these Terms and Conditions:
 - (a) "Emergency Contact Person(s)" means the persons you have nominated for us to contact pursuant to Clause 5(b).
 - (b) "Safety Link", "we", "us" or "our" means Grampians Health trading as Safety Link.
 - (c) "The Device" means the Spacetalk Life watch, Spacetalk mobile app and Spacetalk Mobile cellular service purchased as part of The Package.
 - (d) "The Package" refers to the package purchased which includes the Spacetalk Life watch, 12 months access to the Spacetalk Mobile Network, 12 months access to the Spacetalk App and 12 months monitoring by Safety Link.
 - (e) "The Service" means the Personal Emergency Response Systems (PERS) service compliant with the relevant Australian Standard (AS4607:1999).
 - (f) Headings are used for convenience only. They do not affect the interpretation of these Terms and Conditions.

Commencement of the Service

2. The service will commence when:
 - (a) the Spacetalk Life device has been activated on the mobile network and;
 - (b) when the device has been tested as functional on the Safety Link system and;
 - (c) when the client has provided their personalised Emergency Response Plan to Safety Link including at least one (1) emergency contact person.

Recording of Calls

3. Any phone conversation between us (Safety Link) and you (the client; including those acting on your behalf) will be recorded for security, training, coaching and quality purposes. You acknowledge this fact and undertake to advise those authorised to act on your behalf as to this fact.

Your Obligations

4. You agree to:
 - (a) Inform us immediately of any change to:

- i. Your address
 - ii. Your contact phone number;
 - iii. The contact phone number(s) of your emergency contact person(s);
 - iv. Changes to any condition that may be relevant for the purposes of enabling a personal emergency response service;
- (b) Inform your contact person(s) prior to commencement of the service that Safety Link may contact them at any time to assist you
- (c) Ensure your financial obligations (the annual or monthly monitoring fee) to Safety Link are met
- (d) Ensure your Spacetalk Life device is sufficiently charged at all times
- (e) Trigger an emergency alarm once per month for the purposes of testing the connection between your device and Safety Link. Should you fail to test for three consecutive months, a reminder message will be sent to you through your device
- (f) Use The Service in the manner intended acknowledging that misuse may result in withdrawal of The Service
- (g) Maintain a practical method of entry for emergency services and/or emergency contact persons. You understand and accept that failure to do so may result in forced entry to your property in emergency situations
- (h) You accept that, on occasion, an ambulance may be called to you in the general course of providing The Service. We advise that you are aware of your ambulance cover and the financial obligations that may arise as a result of ambulance attendance. You accept responsibility for any charge incurred from The Service.
- (i) Notify us immediately if you:
 - a) Lose your device
 - b) your device is stolen
 - c) you wish to discontinue The Service (see Clause 11).

Our Obligations

5. When you activate an alarm by pressing the SOS button or trigger a fall detection alert in the equipment we will:
 - (a) Ask if you are OK;
 - (b) Assess the situation and, at your request, notify your emergency contact person(s) or an appropriate emergency service and;
 - (c) If we cannot reach you through your device or via phone we will notify an emergency contact person to check on you; and
 - (d) If we cannot reach an emergency contact person or they are not available, contact an emergency service to conduct a welfare check; and

- (e) Take any action we reasonably feel is required under the circumstances ensure your safety.

Fees and Charges

6. The Package fee contains a one-time, non-refundable new client charge of \$240 which includes:
- Activation of The Service and;
 - A personalised Emergency Response Plan (ERP) and;
 - 1 years' monitoring fees
7. A renewal notice of the ongoing monitoring fee will be sent annually to the address or email address Safety Link have on file one (1) month prior to the expiration of the service.
8. Safety Link reserves the right to vary the monitoring fee on a yearly basis. Changes to the monitoring fee will be noted on the renewal notice.

Fall Detection

9. Fall detection technology is limited in some circumstances and is considered by Safety Link as complimentary technology to The Service. There have been examples where fall detection alarms have been triggered or failed to trigger in circumstances not appropriate. This includes failure to trigger with a fall and triggering when no fall has taken place.

We would recommend that this technology not be relied upon and should a fall take place, the device should be triggered manually.

Fall detection on the Spacetalk Life product will be enabled by request for those considered at risk of serious harm due to a fall.

Discontinuing the Service

10. The Service will continue until 30 days after you notify us or we notify you of an intention to end the Agreement.
11. Safety Link reserves the right to discontinue the service should your financial obligations with Safety Link remain unmet.

Indemnity and Release

12. In purchasing The Package you accept that Safety Link and Spacetalk (ASX:SPA) have collaborated on an offer whereby Safety Link are responsible for The Service only. Spacetalk remain the responsible party for The Device.

Enquiries relating to the operation, function or performance of The Device will be directed to Spacetalk Holdings Pty Ltd:

Address: 104 Frame St Adelaide SA 5000

Phone: 1300 087 423

Email: support@spacetalkwatch.com

Office Hours: 9:00am – 4:00pm; Mon-Fri

13. You indemnify and release us from all liabilities, losses, actions, proceedings, costs, expenses and damages claimed by any person (including you) with respect to loss or damage to property or personal injury or death arising directly or indirectly in connection with:
- use of the The Service outside of Australia;
 - the negligence of any person in connection with The Service;
 - any other cause in connection with the Services beyond our control including, without limitation, any failure of the Services due to the failure, malfunction or non-availability of:
 - the mobile network;
 - signal which may occur when entering buildings, underground or multi-level carparks, elevators or other areas out of range of cellular networks
 - the battery level of the device;
 - the fall detection capability of the Life device;
 - the accuracy of the GPS coordinates that Safety Link receive from The Device;
 - any telephone, telephone or computer network, or lines, servers, or telephone or internet providers, traffic congestion on any phone or computer network, or any combination thereof used to deliver the service.

Force Majeure

14. Safety Link are not liable deemed in breach under this Agreement for any delays or failures in performance if prevented by riots, strikes, civil commotion, the availability of the mobile network or any other reason due to forces beyond our reasonable control.

Entire Agreement

15. These Terms and Conditions represent the entire agreement between the parties. It supersedes all prior agreements, communications and representations between you and us relating to the Service.

Privacy Policy

16. Safety Link's policy is to respect and protect the privacy of our clients. We appreciate that the success of Safety Link is largely dependent upon a relationship of trust being established and maintained with past, current and prospective clients, carers, guardians and other individuals with whom we contact in providing the Services. Safety Link will therefore continue to collect and manage your personal information with a high degree of diligence and care. Safety Link aims to comply at all times with the privacy laws (incorporating the National Privacy Principles) that apply. If you have a comment, query or complaint regarding a privacy matter, we encourage you to discuss it with a Safety Link representative.

A copy of our Privacy Policy is available on the website.



About Safety Link

Safety Link are a Personal Emergency Response Service (PERS) that have been in operation since 1978.

Safety Link are founding members of PERSL, the industry body for Personal Emergency Response Services.



Safety Link hold ISO9001 certification for our Quality Management System (QMS) reflective of our commitment to continuous improvement.



Safety Link are a business unit of Grampians Health