
END USER LICENCE AGREEMENT Spectur User Interface

SPECTUR LTD (ACN 140 151 579)

IMPORTANT

PLEASE READ THIS END USER LICENCE AGREEMENT CAREFULLY BEFORE ACCESSING AND USING THIS SPECTUR USER INTERFACE. IT PROVIDES YOU WITH IMPORTANT INFORMATION CONCERNING THE SPECTUR USER INTERFACE AND CONTAINS WARRANTY AND LIABILITY INFORMATION.

BY ACCESSING OR USING THE SPECTUR USER INTERFACE, AND TO THE EXTENT PERMITTED BY LAW, YOU ACCEPT THE SPECTUR USER INTERFACE "AS IS" AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS END USER LICENCE AGREEMENT. IF YOU **DO NOT** WISH TO DO SO, DO NOT PROCEED TO ACCESS AND USE THE SPECTUR USER INTERFACE.

1. ACCEPTANCE OF TERMS

- 1.1 You agree to access and use the Spectur User Interface on and subject to the terms and conditions of this Licence Agreement between you and Spectur.
- 1.2 By accessing and/or using the Spectur User Interface, you accept the terms and conditions of this Licence Agreement. If You are accepting the terms and conditions of this Licence Agreement on behalf of a business entity, you represent to Spectur that you have the authority to do so.
- 1.3 You acknowledge that this Licence Agreement, and the Licence granted under it, is concluded between You and Spectur only, and not with a Third Party Provider.

2. TERMS OF LICENCE

- 2.1 The Licence granted to You under this Licence Agreement is limited to a non-transferable, non-exclusive licence to use the Spectur User Interface on a Compatible Device that You own or control, subject to the terms and conditions of this Licence Agreement and the usage rules of the relevant Third Party Provider of the Compatible Device (including those in Section 9.b. of the App Store Terms and Conditions in relation to Apple Inc. Compatible Devices).
- 2.2 All updates to the Spectur User Interface that are provided by or on behalf of Spectur to update, supplement or replace any aspect of the Spectur User Interface are subject to the Licence except where expressly stated otherwise in a separate licence applicable to that update.

3. RESTRICTIONS ON USE

- 3.1 Unless expressly authorised by Spectur to do so, You must not do any one or more of the following, and any attempt to do so is void:
 - (a) make or distribute copies of the Spectur User Interface, transfer the Spectur User Interface from one device to another, or distribute or make the Spectur User Interface available over a network where it could be used by multiple devices at the same time;
 - (b) decompile, reverse engineer, disassemble, include in other software, or translate the Spectur User Interface;
 - (c) modify, alter, change or otherwise make any modification to the Spectur User Interface or create derivative works based upon the Spectur User Interface;
 - (d) resell, sublicense, assign, distribute or otherwise transfer the Spectur User Interface or this Licence; or
 - (e) remove or obscure Spectur's or a Master Licensee's copyright, trade mark or other proprietary notices from any of the materials displayed on or downloaded from the Spectur User Interface.

4. OWNERSHIP

Spectur (or any licensor pursuant to which Spectur operate the Spectur User Interface) remains the legal and beneficial owner

of the Spectur User Interface and nothing in this Licence Agreement or otherwise provides, or is intended to provide, You with any legal or beneficial ownership interest in the Spectur User Interface whatsoever. Spectur reserves all rights not specifically granted under the Licence, including domestic and international Intellectual Property Rights.

5. ACCESS INFORMATION

You are responsible for maintaining the security and privacy of Your unique Access Information.

6. MAINTENANCE

- 6.1 The Spectur User Interface is provided to You on an "as is", "as available" and "where is" basis, without any warranty of any kind other than those expressly stated in this Licence Agreement or mandatory provisions implied by Law.
- 6.2 Spectur may update, amend or replace the Spectur User Interface or any aspect of it from time to time as it considers necessary, including conducting website, firmware and software updates. You must perform or execute all updates to, or download all new versions of, the Spectur User Interface and software updates, as required, and as directed by Spectur.
- 6.3 Spectur may perform any maintenance, servicing or update to the Spectur User Interface, with or without notice. Such maintenance, servicing or update may render the Spectur User Interface temporarily inoperable.
- 6.4 Spectur does not warrant that the operation of the Spectur User Interface will be uninterrupted or error free and does not warrant against loss or damage caused by accident, abuse or misapplication of the Spectur User Interface by You or any third party.
- 6.5 To the extent permitted by Law, Spectur is not liable, and You must not make any claim against Spectur, for any loss or damage suffered or incurred by You or any third party whatsoever as a result of:
 - (a) the Spectur User Interface or other equipment being inoperable whilst undergoing maintenance, servicing or updates by Spectur; or
 - (b) any inoperability, malfunction or error in the systems, equipment or infrastructure of third party telecommunication services providers, internet service providers or data storage providers.

7. DATA

- 7.1 Spectur may, but is not obliged to, store, hold or archive footage and data collected by Spectur in relation to the Spectur User Interface (**Data**) at its discretion. Spectur may permanently delete any archived Data at any time and at its sole discretion. Spectur does not guarantee that any Data will be stored, held or archived such that You may access it.
- 7.2 If You request Spectur to retrieve any undeleted Data from archive, Spectur may charge You a fee equal to its costs of retrieving such Data.

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8. INTERNET ACCESS AND DATA

- 8.1 You will be responsible for procuring adequate internet access from a third party internet service provider to enable the operation of the Spectur User Interface, at Your own cost. Spectur is not liable for any data or internet usage costs and expenses that You incur while using the Spectur User Interface.
- 8.2 The Spectur User Interface may enable access to other applications, third party services and websites, the use of which may require internet access and additional terms of service. You may be required to use third party services referred to in clause 8.2 at Your sole risk and, to the extent permitted by Law, Spectur is not liable for any loss or damage that You may suffer or incur for content that may be found to be offensive, indecent or objectionable.

9. MINIMUM SYSTEMS

You must operate the Spectur User Interface on a Compatible Device in accordance with any minimum operating requirements as notified by Spectur from time to time.

10. CONSENT TO DATA COLLECTION

- 10.1 You agree that Spectur may collect, store and use technical data and related information, including technical information about the Spectur User Interface, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to You or any third parties (if any) related to the Spectur User Interface.
- 10.2 Spectur may use the information or statistics based on that information in clause 10.1, as long as it is in a form that does not personally identify You, to improve Spectur's products or to provide services or technologies to You or other users of the Spectur User Interface.
- 10.3 You acknowledge and agree that it is Your sole responsibility to comply with all privacy laws (including the *Privacy Act 1988* (Cth)) when using the Spectur User Interface. You agree to indemnify Spectur in respect of any privacy law claims against Spectur related to Your use of the Spectur User Interface, howsoever arising.

11. SURVEILLANCE LAWS

- 11.1 You acknowledge and agree that:
- (a) the use of and access to the Spectur User Interface with a surveillance device may be subject to surveillance device legislation and associated laws (**Surveillance Laws**), including the *Surveillance Devices Act 1998* (WA) or equivalent laws in other jurisdictions;
 - (b) Spectur does not provide any advice to You in relation to the legal or regulatory requirements (including Surveillance Laws) applicable to your use of and access to the Spectur User Interface with a surveillance device; and
 - (c) You are responsible for identifying applicable Surveillance Laws and procedures for Your compliance with those laws.
- 11.2 You must comply at all times with applicable Surveillance Laws in relation to Your use of and access to the Spectur User Interface with a surveillance device. You indemnify Spectur from and against any claims or liability incurred by Spectur in relation to any failure by You to do so.

12. THIRD PARTY PROVIDER TERMS

- 12.1 This clause 11 applies where You intend to access the Spectur User Interface using a software application or product manufactured by or on behalf of a Third Party Provider.
- 12.2 The Licence is between You and Spectur and not with the Third Party Provider.
- 12.3 Spectur, and not the Third Party Provider, is solely responsible for the Spectur User Interface and the content of the Spectur User Interface.
- 12.4 You and Spectur acknowledge that the Third Party Provider does not have any obligation to provide any maintenance and support services in relation to the Spectur User Interface.
- 12.5 To the maximum extent permitted by applicable Law, the Third Party Provider will not have any warranty obligation whatsoever with respect to the Spectur User Interface.
- 12.6 You and Spectur acknowledge that, in the event of any other third party claim that the Spectur User Interface or Your use of the Spectur User Interface infringes that other third party's Intellectual Property Rights, Spectur and not the Third Party Provider, will be solely responsible for the investigation, defence, settlement and discharge of any such Intellectual Property Rights infringement claim.
- 12.7 You must maintain and update all operating systems or software applications (e.g. Apple iOS, Google Android etc) as directed or as required by the Third Party Provider.
- 12.8 You acknowledge and agree that the Third Party Provider and its subsidiaries are third party beneficiaries of this Licence Agreement, and that, upon Your acceptance of this Licence Agreement, the Third Party Provider will have the right (and will be deemed to have accepted the right) to enforce this Licence Agreement against You as a third party beneficiary thereof.

13. SUSPENSION

Spectur may suspend Your rights under the Licence if You fail to comply with any of the terms and conditions of this Licence Agreement.

14. WARRANTIES AND LIMITATION OF LIABILITY

- 14.1 You expressly acknowledge and agree that the use of the Spectur User Interface is at Your sole risk.
- 14.2 All express and implied terms, conditions, guarantees and warranties which might apply to, or arise out of, this Licence Agreement or the transactions that it contemplates are excluded to the extent permitted by Law, other than:
- (a) as expressly provided in this Licence Agreement; and
 - (b) terms, conditions, guarantees and warranties which by Law cannot lawfully be excluded or modified by agreement, including those under the *Competition and Consumer Act 2010* (Cth), the *Fair Trading Act 2010* (WA) and any other applicable equivalent legislation.
- 14.3 If Spectur is liable for a breach of a term, condition, guarantee or warranty described in clause 14.2, Spectur's liability to You is, to the extent permitted by Law, limited to any one or more of the following as Spectur determines in its absolute discretion:
- (a) the replacement of the Spectur User Interface or the supply of an equivalent software platform, or payment of the cost of doing so; or
 - (b) the repair of the Spectur User Interface, or payment of the cost of doing so.

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14.4 To the extent permitted by law, Spectur is not liable for any Excluded Loss.

14.5 To the extent permitted by law, You agree that subject to clause 14.3, Spectur's total liability to You in any event for any claims or loss arising out of or in relation to this Licence Agreement is strictly limited to the price you have paid Spectur or a Master Licensee in relation to the Spectur User Interface.

14.6 Spectur will not be liable to You, and You must not make any claim against Spectur in relation to, any loss or damage suffered or incurred by You related to any act, omission or representation on the part of a Master Licensee.

15. INTELLECTUAL PROPERTY RIGHTS

15.1 You acknowledge and agree that all Intellectual Property Rights comprised in or relating to the Spectur User Interface (including any updates) remain vested in Spectur and nothing in this Licence Agreement or otherwise provides, or is intended to provide, You with any legal or beneficial ownership interest in such Intellectual Property Rights whatsoever.

15.2 You acknowledge that, in the event of any third party claim that the Spectur User Interface, or Your possession and use of the Spectur User Interface, infringes that third party's Intellectual Property Rights, Spectur (and not a Third Party Provider), will be solely responsible for the investigation, defence, settlement and discharge of any such claim.

16. TERM AND TERMINATION

16.1 This Licence Agreement is effective until terminated by You, Spectur or, if applicable, a Master Licensee.

16.2 The Licence and Your rights under it automatically terminate:

- (a) if You fail to comply with any provision of this Licence Agreement; or
- (b) simultaneously with the Service Agreement pursuant to which this Licence Agreement is entered.

16.3 Upon termination, You must cease all access and use of the Spectur User Interface.

17. GENERAL PROVISIONS

17.1 This Licence Agreement is governed by and construed in accordance with the laws of the State of Western Australia and the Commonwealth of Australia (as applicable). You and Spectur submit to the jurisdiction of the courts of the State of Western Australia and the Commonwealth of Australia (as applicable). Your use of the Spectur User Interface may also be subject to other local, state, national, or international laws.

17.2 This Licence Agreement contains the complete agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements or understandings, whether oral or written.

17.3 Spectur reserves the right to review and amend this Licence Agreement at any time at its absolute discretion. If Spectur amends this Licence Agreement, that change will take effect from the date on which Spectur notifies You of such amendment.

17.4 If any provision of these Terms is invalid, void, illegal or unenforceable, then that provision is to be ignored in the interpretation of these Terms such that the validity, existence, legality and enforceability of the remaining provisions will not be affected, prejudiced or impaired.

18. INTERPRETATION

18.1 The following words have the meaning given to them below when used in these Terms:

Access Information means, in relation to You, either of the following to allow You to login and access the Spectur User Interface:

- (a) an email signup link which will allow the User to set up a unique username and password; or
- (b) a unique username and password.

Business Day means a day other than a Saturday, Sunday, public holiday or bank holiday in Perth, Western Australia.

Compatible Device means a computer, mobile telephone (e.g. Apple iPhone), mobile tabled device (e.g. Apple iPad) or any version of the same, on or through which the Spectur User Interface may be accessed and will function, as notified by Spectur from time to time.

Excluded Loss means any one of more of the following, arising under statute, common law or equity, from or related in any way to this Agreement or its subject matter:

- (a) any loss of profit, loss of revenue, loss of product, loss of expected savings, loss of income, rent or holding costs, loss of expected production, opportunity costs, loss of business (including loss or reduction of goodwill or opportunity); and damage to reputation, whether actual, direct, indirect, anticipated or otherwise; and
- (b) any indirect or consequential loss which is not covered by paragraph (a) of this definition.

Intellectual Property Rights means all rights and interests throughout the world vesting or otherwise in relation to industrial or intellectual property protectable under law, whether registered, unregistered or registrable, and whether now existing or that come into existence in the future, including:

- (a) any patent, trade mark, copyright (including future copyright), moral right, design, plant breeder's rights, circuit layout rights or any other corresponding property or right under the laws of any jurisdiction;
- (b) rights in respect of an invention, discovery, trade secret, know-how, concept, idea, methodology, information (including, where applicable, Confidential Information), data, algorithm or formula; any right to apply for grant or registration of intellectual property or intellectual property rights; and
- (c) all renewals and extensions and all similar or equivalent rights or forms of protection in relation to intellectual property or intellectual property rights.

Law means any: legislative requirements; common law; mandatory codes, standards and guidelines; writ, order, injunction or judgment; regulatory requirement of any government agency having jurisdiction over the parties or the services, whether formal or informal, no matter how expressed, including by way of order, notice, determination or direction; and local government legislation, including regional plans, district plans, regulations, by-laws, declarations, ministerial directions and other subordinate legislation.

Licence means the licence granted to You under this Licence Agreement to access and use the Spectur User Interface.

Licence Agreement means this End User Licence Agreement.

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Master Licensee means a third party licensee (including a reseller or distributor of Spectur's goods or services) authorised by Spectur to grant access to, and use of, the Spectur User Interface on a sub-licence basis.

Spectur means Spectur Limited (ACN 140 151 579) trading as 'Spectur' or 'Spectur HD Monitoring', and its successors and assigns.

Service Agreement means an agreement or other contractual arrangement pursuant to which Spectur or a Master Licensee (as applicable) has agreed to provide You, or a third party on who's behalf You access and use the Spectur User Interface, with services which include access to, and use of, the Spectur User Interface under the Licence

Spectur User Interface means the cloud-based software platform and user interface developed and operated by Spectur for remote access and use of security surveillance products and systems.

Third Party Provider means a third party who manufactures a product or device, or that develops software or systems, on or through which You access and use the Spectur User Interface (e.g. Apple Inc., Microsoft Corporation, Google etc).

You means the natural person, body corporate or other entity accepting this Licence Agreement.

18.2 In this Licence Agreement, unless the context otherwise requires:

- (a) if a word or phrase is defined, then its other grammatical forms have a corresponding meaning;
- (b) the singular includes the plural and vice versa;
- (c) a reference to a gender includes any gender;
- (d) the words "includes" and "including" are not words of limitation;
- (e) a reference to a statute includes its subordinate legislation, proclamations, ordinances and a modification, replacement or re-enactment of the same;
- (f) a reference to person, includes a reference to:
 - (i) an individual, a body corporate, a trust, a partnership, a joint venture an unincorporated body or other entity, whether or not it is a separate legal entity; and
 - (ii) the person's personal representatives, successors and assigns (as applicable);
- (g) an term, condition or warranty of this Licence Agreement in favour of or on the part of two or more people, benefits or binds them jointly and severally;
- (h) a reference to time is to Australian Western Standard Time in Perth, Western Australia;
- (i) if the date on which an act, matter or thing must be done or take place is not a Business Day, then that act, matter or thing must be done or take place on the next Business Day;
- (j) if a period of time runs from a given date, act or event, then the time is calculated exclusive of the date, act or event;
- (k) a provision in this Licence Agreement must not be construed adversely to a party solely on the ground that the party was responsible for the preparing this Licence Agreement or that provision;

(l) a reference to "writing" or "written" includes any electronic transmission or communication by facsimile; and

(m) a reference to a right includes a benefit, remedy, discretion or power.

19. QUESTIONS

All questions, comments or concerns with respect to this Licence Agreement shall be directed to Spectur at admin@spectur.com.au or +61 (0)8 9414 9059.