



Terms of Use – Lone Worker Devices

(1) General

- a) You may elect to purchase Lone Worker Devices by entering an Order for the supply of the relevant Lone Worker Device. If you place an Order for the supply of Lone Worker Devices, the terms of these Terms of Use will apply to such Order.
- b) **Lone Worker Devices** means the hardware devices that integrate with the Lone Worker feature.
- c) If you elect to purchase Lone Worker Devices from us, the supply of such Lone Worker Devices does not form part of the "Services" for the purposes of the Agreement, including without limitation, for the purpose of any warranties or indemnities provided in relation to the Services in the Agreement.

(2) Lone Worker Devices

- a) Fees for Lone Worker Devices will be payable in advance upon placing your Order or otherwise as set out in your Order.
- b) In addition to the Fees payable for the relevant Lone Worker Devices upon placing the Order, you must pay shipping charges to be invoiced separately based on the cost incurred by Mitti to send the Lone Worker Devices to your nominated locations. For the avoidance of doubt, this may include the cost of shipping from the manufacturer to Mitti.
- c) Title in the Lone Worker Devices will not pass to you until Mitti has received full payment for the Lone Worker Devices. If Mitti does not receive payment for the Lone Worker Devices, title to the Lone Worker Devices will not pass to you.
- d) Risk in the Lone Worker Devices will pass to you upon Mitti delivering the Lone Worker Devices to your nominated location or your shipping agent. Once risk in the Lone Worker Devices passes, you are solely responsible for the Lone Worker Devices.

(3) Warranty

- a) We will take all reasonable steps to facilitate a warranty claim for the Lone Worker Device and will use commercially reasonable efforts to pass through any warranties provided by the manufacturer of any Lone Worker Device to you. You acknowledge and agree that Mitti is not the manufacturer of the Lone Worker Device and Mitti is not liable for the manufacturer's warranty. In the event that you wish to make a warranty claim against the manufacturer, Mitti will provide commercially reasonable endeavours to assist you in making such claim.
- b) You will be eligible for a warranty for the period that is twelve 12 months after you have received the Lone Worker Device (**Warranty Period**).
- c) If you reside in Australia and are a "consumer" for the purposes of the Australian Consumer Law, then the provisions in section (15)(b) of the General Terms will apply.

(4) Review and Acceptance

- a) To make a claim under warranty, you must:
 - i. notify Mitti by email as soon as you become aware of the non-compliance of the Lone Worker Device with the specifications (**Defect**), and in any event, within 14 days of when you become aware of the Defect;
 - ii. if Mitti asks you to, return the Lone Worker Device together with all packaging, parts, accessories, documentation and proof of purchase to the contact details set out below;
 - iii. if Mitti asks you to, provide evidence of proof of purchase of the Lone Worker Device from Mitti; and
 - iv. provide any other information reasonably required by Mitti to assess your claim.

- b) If you return the Lone Worker Device as part of a warranty claim under this section, and Mitti finds the Lone Worker Device is covered by the warranty, Mitti will refund the associated and reasonable costs of you returning the Lone Worker Device to Mitti, subject to you providing proof of such costs.
- c) Subject to your satisfaction of the requirements in section 4(a) of these Terms of Use, Mitti will notify you of Mitti's determination as to whether your claim is valid under warranty, and if so, the process in section 4(d) of these Terms of Use will apply. To the maximum extent permitted by law, any determination Mitti makes will be final and binding.
- d) Subject to the terms of these Terms of Use, and without limiting your statutory rights, Mitti will use its reasonable commercial endeavours to remedy any Defect in the Lone Worker Device during the Warranty Period at its cost. Mitti may, at its discretion, elect to:
 - i. repair or replace the Defective part (or all) of the Lone Worker Device; or
 - ii. issue a full or partial refund to you with respect to any amount paid for the Defective part (or all) of the Lone Worker Device,

which, to the maximum extent permitted by law, will be your sole and exclusive remedy in relation to the Defect.

- e) If any materials, parts or features required to facilitate any repair or replacement pursuant to section 4(d)(i) are unavailable or no longer in production, or the model of Lone Worker Device is no longer available or in production, Mitti will use its reasonable commercial endeavours to use appropriate equivalent materials, parts, features or model.
- f) To the maximum extent permitted by law, the warranty does not cover, and Mitti will have no liability, and you waive and release Mitti from any liability (under warranty or otherwise), in relation to any Defect which is caused (or partly caused) or contributed to, by any:
 - i. act or omission, accident, or negligence by you or any third party not engaged by Mitti;
 - ii. failure on your part to properly maintain the Lone Worker Device in accordance with any of our instructions or guidelines (including any manual);
 - iii. failure on your part to follow any instructions or guidelines (including any manual) provided by Mitti or the manufacturer in relation to the Lone Worker Device;
 - iv. use of the Lone Worker Device otherwise than for any application or use specified by Mitti or the manufacturer;
 - v. continued use of the Lone Worker Device (where such use is not reasonable) after any Defect in the Lone Worker Device becomes apparent or would have become apparent to a reasonably prudent person;
 - vi. failure by you to notify Mitti of any Defect in the Lone Worker Device within a reasonable period of time after you become aware of or ought to have reasonably become aware of the relevant Defect;
 - vii. reasonable wear and tear to the Lone Worker Device; or
 - viii. act of God or force majeure event (including but not limited to war, riot, invasion, act of terrorism, contamination, earthquake, flood, fire, or other natural disaster, or any other event or circumstance beyond Mitti or the manufacturer's reasonable control).
- g) Mitti will have no liability, and you waive and release Mitti from any liability, for any delays (including any costs arising out of any delays) in providing any work or services (including repairs) under warranty, or in assessing any claim made by you under or in relation to a warranty claim.

(5) Acknowledgements

- a) You agree that the Lone Worker Devices are not medical equipment and they are not meant to provide you with medical assistance. As such, you release Mitti, its affiliates, directors, agents, and employees from any and all liability associated with such use.

- b) Mitti reserves the right in its sole discretion to limit, disconnect or terminate the Lone Worker Device's connection to the Lone Worker feature in the event of abuse.
- c) The Lone Worker Devices may be reliant on and we have no responsibility for:
 - i. the compatibility of the Lone Worker Device with your hardware, including a Device;
 - ii. the provision of cellular data services;
 - iii. wireless services or other internet connectivity services; or
 - iv. the terms under which cellular service providers may offer those services. Cellular service providers may charge you for SMS, calls, or location services and other fees that we do not control (**Cellular Service Providers Fees**). You are solely responsible to pay any and all of these Cellular Service Providers Fees.
- d) Your use of the Lone Worker Devices will be subject to the applicable agreement between you and the relevant third party manufacturer of the relevant Lone Worker Device. OTHER THAN AS EXPRESSLY STATED IN THE AGREEMENT, MITTI DISCLAIMS ALL LIABILITY FOR THE LONE WORKER DEVICES.

(6) Lone Worker Devices - Bluetooth

You agree and acknowledge that the Bluetooth Lone Worker Device:

- a) does not call or initiate calls to any emergency service centre;
- b) does not have a microphone or a speaker and has no voice communication functionality;
- c) does not make or receive phone calls, or directly send SMS messages (it sends a signal to the Lone Worker feature to initiate the alert events you have set up in the Lone Worker feature);
- d) does not determine your location and relies on your smartphone's location services to determine your location, (note that location information are estimates only and that GPS location services does not work indoors);
- e) does not work under water;
- f) does not work if your smartphone is out of network range (noting that there may also be service gaps within areas with good network coverage);
- g) works only when it is connected to and is in close proximity to your smartphone;
- h) may have a battery life indicator and that indicator is an estimate only and depends on how often the Bluetooth Lone Worker Device is activated;
- i) has a range that is determined by its surrounding structure which can vary;
- j) may have fall detection and that fall detection accuracy depends on the nature and impact of the fall; and
- k) is intended to send an alert to your smartphone using Bluetooth communication to initiate the transmission of SMS messages and/or the placement of phone calls. The Bluetooth Lone Worker Device does not assure that events, including but not limited to check-in, duress, panic and man down have been successfully placed. You are encouraged to and agree whenever practical to use all other safety and medical devices and techniques available to you for your protection.

(7) Lone Worker Devices - Satellite

You acknowledge and agree that the satellite Lone Worker Device:

- a) does not come with any satellite data plan (Satellite Data Plan). Before using the satellite Lone Worker Device, you are solely responsible for ensuring that you have an active Satellite Data Plan;
- b) does not have a microphone or a speaker and has no voice communication functionality;
- c) does not make or receive phone calls;

- d) is subject to coverage for your area, which may change from time to time;
- e) relies on satellite to be able to transmit messages and it is possible that at some times and some locations, the satellite data will not work or any applicable emergency response centre will not receive your transmission or that your transmission will be delayed;
- f) is wireless and requires a clear line of sight toward the satellite;
- g) is inherently subject to transmission and reception limitations caused by your location, including conditions that obstruct the line of sight between you and the satellite, the condition of the satellite and ground stations, and the condition of your satellite Lone Worker Device;
- h) relies on unrelated third parties, such as telecommunication providers, service providers that operate the links between the satellite ground stations, including satellite antennas and supporting equipment, and the relevant satellites or interconnecting networks;
- i) may be subject to weather conditions, atmospheric conditions, magnetic interference, environmental, and other conditions beyond our reasonable control.