



ABN : 77 650 189 110

# TERMS & CONDITIONS

Version 1.3

Use of this application (**Application**) constitutes acceptance of these terms of use (**Terms**) and constitutes a binding agreement between the user of the Application (**User**) and Know Your Asset Pty Ltd (**Licensor**).

The Licensor reserves the right to change or modify these Terms at any time in its sole discretion by providing notice to Users. Continued use of the Application following the provision of such notice will constitute acceptance of such changes or modifications.

## User License

Subject to these Terms, the Licensor grants the User a personal, non-exclusive, non-transferable, limited and revocable license to use the Application for commercial use on an electronic device owned or controlled by User (**Device**).

Any use of the Application in any other manner, including, without limitation, resale, transfer, copy, sub-licence, loan, modification or distribution of the Application and other content associated with the Application is prohibited.

These Terms supplement any terms and conditions imposed by your Device and to the extent of any inconsistency between such terms, these Terms prevail.

These Terms also govern any updates to, or supplements or replacements for, this Application unless separate terms accompany such updates, supplements or replacements, in which case the separate terms will apply.

## User Information

Some functionality of the Application may require the transmission of information provided by the User including user names and passwords, addresses, contact information and e-mail addresses (**User Information**).

The User consents to the:

- transmission of User Information to the Licensor, its agents and/or service providers and authorises the Licensor, its agents and/or service providers to record, process and store such User Information as necessary for the Application's functionality; and
- Licensor collecting and using technical information about the Device and related software, hardware and peripherals to improve the Application.

The User is solely responsible for maintenance of the confidentiality and security of any User Information transmitted from, or stored on, a Device for purposes of the Application. The User agrees to immediately notify the Licensor of any unauthorised transaction associated with the Application or any other breach of security.

The Licensor shall not be responsible for any losses arising out of the loss or theft of User Information transmitted from or stored on a Device or from unauthorised transactions associated with the Application.

### **Acceptable Use**

Use by the User of the Application and User Information transmitted in connection with the Application is limited to the contemplated functionality.

In no event may the Application be used in a manner that (a) infringes or violates the rights of any other party (including but not limited to rights of publicity or other proprietary rights); (b) is unlawful, fraudulent or deceptive; (c) uses technology or other means to access the Application that is not authorised by the Licensor; (d) use or launch any automated system, including without limitation, "robots," "spiders," or "offline readers," to access the Application; (e) attempts to introduce viruses or any other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (f) attempts to gain unauthorised access to computer networks or user accounts; (g) encourages conduct that would constitute a criminal offense, or that gives rise to civil liability; (h) violates these Terms; or (i) fails to comply with applicable third party terms.

The Licensor reserves the right, in its sole discretion, to terminate any User license or terminate any User's participation or use of the Application that the Licensor reasonably believes is or might be in violation of these Terms.

### **User Types**

To register as an 'Service Provider', the user must either be a licensed electrical company registered in the state of use for the application or a qualified employee of this electrical company working under their electrical licence. Proof of company electrical licence may be requested at any time. Failure to provide a current legitimate electrical company licence or providing false information will result in immediate termination of all services.

### **Indemnification**

The User agrees to defend, indemnify, and hold harmless the Licensor, its employees, contractors, officers, and directors from any and all claims, damages, costs, fines, penalties, liabilities, expenses that arise from the User's use or misuse of the Application, violation of these Terms or violation of any rights of a third party.

### **No Warranties**

The Licensor is providing the Application to the User as is and the User is using the Application at their own risk.

To the fullest extent permitted by applicable law, the Licensor disclaims all warranties, whether express or implied regarding use of the Application including whether the Application is of merchantable quality, fit for its intended purpose, free from defects, complies with laws applicable to the User or that User Information transmitted in connection with the Application will be successfully, accurately or securely transmitted.

### **No Liability**

To the fullest extent permitted under applicable law, in no event shall the Licensor be liable to the User with respect to the use of the Application, theft or corruption of User Information or the inability to use the Application. The Licensor is not liable for any indirect, incidental, special or consequential damages, or for any loss of profits or revenue, arising out of or in connection with our products or services. The User's sole remedy is to cease use of the Application.

The aggregate liability of the Licensor whether in contract, tort, strict liability or otherwise arising out of or in connection with use, or the inability to use of the Application is limited to allowing the User to download another copy of the Application.

### **Marks, Application and Content**

All intellectually property rights in the Application and any trademarks, service marks, graphics and logos used in connection with the Application are owned by the Licensor (**Licensor IP**).

The Licensor IP may not be copied, imitated or used, in whole or in part, without the prior written consent of the Licensor.

### **Governing Law and Jurisdiction**

These Terms are governed by the laws of Western Australia. The User irrevocably consents to the exclusive jurisdiction of the courts of Western Australia for purposes of any legal action arising out of or related to the use of the Application or these Terms.

### **Severability**

If any provision of these Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

### **Cancellation**

User's can cancel their subscription at any time by contacting our customer support team. Please note that cancellation requests must be made at least 30 days before the next billing cycle to avoid being charged for the following month. Refunds for partial months will not be provided.

### **Purchase Limitations**

Limits and restrictions for each purchase tier.

- Lite Package: This package includes basic features and limited data storage. Users with the Lite package are limited to 500 assets/records, and 1 user.
- Tier 1 Package: This package includes additional features and increased data storage. Customers with the Tier 1 package are limited to 7500 asset/records and 5 users.
- Tier 2 Package: This package includes even more advanced features and higher data storage. Customers with the Tier 2 package are limited to 20,000 asset/records, and 15 users.
- Corporate Package: This package is designed for large organizations with extensive data storage needs. Customers with the Corporate package have customized data storage limits as per their requirements.
- For Tier 2 User's that exceed the allocated 20,000 records, the User will be charged in blocks of an additional 10,000 assets.
- Additional users can be individually purchased in the number of users exceed the allocated limit on each tier.

### **Acceptance**

By subscribing to the Application, the User agrees to the Terms and Conditions outlined in this document.

