



TERMS OF USE

These Terms of Use ('Terms') govern your use of the MySmartLocation Application ('App') and the MySmartLocation.com Service. We may modify and update these Terms at any time, without notice. You need to ensure you review these Terms from time to time. In using this App and our services, you agree to be bound by these Terms as well as any and all general terms and conditions that may be posted on our website from time to time.

DEFINITIONS

MySmartLocation Application (and the 'App') means the software application for mobile phones and tablet computers, which provides access to the MySmartLocation.com Service.

MySmartLocation.com Service (and the 'Service') means the service whereby users enter geographical destinations and location co-ordinates to determine distances, vehicle running costs, travel time, greenhouse carbon emissions and various other information based on the user content provided.

"we", "us" and "our" means **TC&M Enterprizes Pty Ltd ACN 601 680 086** as the licensor of the App and includes all directors, shareholders and employees

"you" and "your" are references to you as the user using the MySmartLocation.com Website, MySmartLocation Application and all associated Services

APP LICENCE FOR USE

Your licence to use the MySmartLocation Application and the Service is subject to your prior acceptance of the Apple Inc. (**Apple**) Licensed Application End User Licence Agreement (**Standard EULA**) available on the website www.apple.com/legal/itunes/au/terms.html or the Google Play Terms of Service available on the website https://play.google.com/intl/en_us/about/play-terms.html and these Terms. If you do not accept them, you are not permitted to use the MySmartLocation Application or the Services.

In addition to the terms of the Standard EULA or the Google Play Terms of Service (as relevant), the following terms apply to your use of the MySmartLocation Application:

1. PRIVACY

1.1 Compliance

We comply with the *Privacy Act 1988* (Cth) and the National Privacy Principles with respect to the way in which we collect, use and disclose personal information.

1.2 Collection and use of personal information

- (a) We store a variety of personal data, including your name, email address, frequented locations and proposed residences (together 'Personal Information') you provide to us in order to enable access to features and functions of the App. We only collect Personal



Information that you provide to us which is necessary to run the functionalities on the App.

- (b) Any Personal Information that may identify you will not be used by us for any purpose other than enabling features and functions of the App and enhancing the services the App offers to you. Any information that we collect for aggregation purposes will only be used on an anonymous basis. Personal information will not be used for these purposes.
- (c) We may also use Personal Information for internal or external purposes such as auditing, data analysis and research to improve our products, services and customer communications.
- (a) You can, at any time, find out what Personal Information we hold about you, change your details by advising us in writing or ask us a question about our privacy policy by contacting us at: info@mysmartlocation.com
- (b) We may use Personal Information from you for the purpose of providing you with direct marketing material and information from time to time. If you wish to cease receiving any such information, you may let us know by email or unsubscribe at any time.
- (c) We do not and will not sell or deal in any customer or Personal Information. We may, however, use your information in a general sense, without any reference to your name, in order to create marketing statistics, identify user demands and to assist it in meeting customer needs generally.

1.3 Storage and Security

- (a) All information we receive or may obtain from you is protected by our secure server or by a third party on our behalf using an approved secure server. Any customer data and Personal Information collected is secured against unauthorised use or access. Credit card information is not stored by us on our servers at any time.
- (d) We will use all reasonable means to protect the confidentiality of your Personal Information while in our possession or control. We will not knowingly share any of your Personal Information with any third party other than our services providers who assist us in providing the information and/or services we are providing to you. To the extent that we do share your Personal Information with a service provider, we would only do so if that party has agreed to comply with our privacy standards as described in this privacy policy.
- (e) Complaints: We take all complaints seriously and if you have a complaint about our privacy policy, procedures, or your Personal Information, contact us at: info@mysmartlocation.com and we will respond within 24 hours.



1.4 **Collection and use of other information**

By using the MySmartLocation Application, you agree to provide us with access to additional information about your habits and preferences including your frequented geographical locations. This data is stored on our secure web server and is used for the primary purpose of backing up your data and allowing access across all of our supported devices. We may also use this information to improve our Services.

1.5 **Change in Privacy Policy**

As we plan to ensure our privacy policy remains current, the policy is subject to change. We may modify this policy at any time, in our sole discretion and all modifications will be effective immediately upon our posting. Please return periodically to review our privacy policy.

2. **WARRANTIES**

At all times we comply with the Australian Consumer law. For the purposes of Schedule 2 of the Australian Consumer Law, our liability for any breach of a term of this agreement is limited to: the supplying of the goods or services to you again or the replacement of the goods.

2. **LIABILITY**

Your use of the App is at your sole risk. The App and services are provided on an 'as is' and 'as available' basis. We make no warranty that the App services will meet your requirements or be available on an uninterrupted, secure or error-free basis.

By using this App, you agree that we are not liable for any (i) inaccuracy, error or failure of the software; (2) any loss or damage, including any consequential, indirect, incidental, special or direct loss or damage) arising from any download or your use of this App including any virus or other damage to your systems.

In addition, you agree and acknowledge that we are not liable for any direct, indirect, consequential or incidental loss or damage which may result from your use of the App including any issues you may have that may result of your downloading of the App onto any device.

Any advertisers or businesses, which may be posted on or accessed through this App are not our affiliates and we do not promote or recommend their goods or services. We are a facilitator only for the purposes of providing access to their goods and services and are not responsible nor do we provide any warranty for any of their goods or service. You agree all disputes, issues and complaints are to be addressed to the individual businesses directly and we are not liable for any loss whatsoever that you may incur by using their services, which may be accessed through our App.

Our failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.



3. MODIFICATION OR TERMINATION OF APP

We reserve the right at any time and from time to time to modify or discontinue the App either temporarily or permanently with or without notice. We shall not be liable to you or any third party for any modification, price change, suspension or discontinuance of the App.

From time to time we may issue an update to the App, which may add, modify and/or remove features from the App. These updates may be pushed out automatically with little or no notice. If there is a material change to the permissions required to run the App, we will seek your agreement to the permissions at such time you may choose to accept or not.

6. INTELLECTUAL PROPERTY

All custom graphics, icons, logos, service names, App functionality, content and services are protected by copyright. Any attempt to modify, re-engineer, duplicate, copy, create derivative works or anything similar is strictly prohibited. If you attempt to do so, we may block you from using our App and Service, report you to the relevant authorities and prosecute you for damages.

All other trademarks or service marks within this App are the property of their respective owners. Nothing in these Terms grants you any right to use any trademark, service mark, logo, and/or our name or that of any other owner.

You are solely responsible for obtaining permission before reusing any copyrighted material that is available on this site and App. Any unauthorized use of the materials appearing on this site and App may violate copyright, trademark and other applicable laws and could result in criminal or civil penalties.

7. GOVERNING LAW

These Terms of Use are governed by the laws of New South Wales, Australia; which are in force from time to time and both You and we agree to submit to the non-exclusive jurisdiction of the Courts of New South Wales for determining any dispute concerning these Terms of Use.