

TERMS OF USE

Please carefully read these terms and conditions (**Terms of Use**) for download, installation, display and use of the Fire Log application and/ or use of the Fire Log web site (**Application**) before you download, install, display or use the Application. If you do not agree with these Terms of Use, you must cease downloading, installing, displaying or using the Application immediately.

1. INTERPRETATION

1.1 In these Terms of Use:

- 1.1.1 the expression **User, you** and **your** refers to the person or organisation accessing and using the Application;
- 1.1.2 **Fire Log** means Fire Log Pty Ltd ACN 624 925 239 and its associated entities; and
- 1.1.3 **Application** means the Fire Log application and the Website.

2. ADDITIONAL TERMS AND CONDITIONS

2.1 These Terms of Use include the following:

- 2.1.1 the terms and conditions of any other third party relevant to the Application (**Third Party Terms**) including but not limited to Apple Inc. (**Apple**) Terms and Conditions and Google Inc (**Google**) Terms and Conditions; and
- 2.1.2 other Fire Log policies (**Fire Log Policies**), including any terms of use for the Fire Log website, Fire Log Acceptable Use Policy and Fire Log Privacy Policy all located at www.pentrack.com.au and the (**Website**).

2.2 If any of the provisions of the Third Party Terms or any applicable Fire Log Policies conflict with these terms, these Terms of Use will apply to the extent of any inconsistency.

3. TERMS OF USE

3.1 By downloading, installing, displaying or using the Application you accept these Terms of Use and you agree to abide by them as a legally binding agreement between you and Fire Log. Your download, installation or use of the Application constitutes your acceptance of these Terms of Use which takes effect on the date on which you download, install, display or use the Application.

3.2 The Application is owned and operated by Fire Log. Fire Log reserves the right to amend, modify, add, delete and make corrections to the Terms of Use or by updating the Application to incorporate new Terms of Use, at any time. All changes are effective from the date they are posted and your continued use of the Application will constitute your acceptance of the variation of the Terms of Use. It is your responsibility to ensure you are aware of any changes to these Terms of Use each time you utilise the Application.

4. USER LICENCE

4.1 Fire Log grants the User a personal, non-exclusive, non-transferable, limited and revocable license (**User License**) to use the Application for use only on a mobile or computer device (each a **Device**) owned or controlled by the User as permitted in accordance with these Terms of Use.

4.2 Any use of the Application in any other manner, including, without limitation, resale, transfer, modification or distribution of the Application or text, pictures, QR codes, video, data, hyperlinks, displays and other content associated with the Application (**Content**) is prohibited.

4.3 This Agreement and User Licence also governs 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.

5. USE OF THE APPLICATION

5.1 You may download the Application, to view, use and display the Application on your Device for your personal use only.

- 5.2 You acknowledge that you have no rights in, or to, the Application or any technology used or supported by the Application, other than the right to use the Application in accordance with these Terms of Use.
- 5.3 To access the Application, you must have a device with access to a telecommunications provider. Notwithstanding that the Application may be free to download your provider's rates and fees will apply for accessing and downloading information within the Application.
- 5.4 You must:
- 5.4.1 use the Application in accordance with these Terms of Use;
 - 5.4.2 not copy, transmit, distribute, reproduce, licence, alter, reverse engineer, adapt or modify the whole or any part of the Application in any way whatsoever;
 - 5.4.3 not use the Application in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms of Use, or hacking into or inserting malicious code, destruction of data, including viruses, or harmful data, into the Application;
 - 5.4.4 You must not work around any technical limitations in the Application or attempt to run the Application on any unsupported platform;
 - 5.4.5 not use the Application in any way that could damage, disable, overburden, impair or compromise the Application; and
 - 5.4.6 comply with all applicable laws and regulations relating to use of the Application.

6. SUBSCRIPTION

- 6.1 You must subscribe and select a subscription level (**Subscription Level**) (**Subscription**). The Subscription Levels are as set out in the Application or on the Web Site. Your Subscription will continue until terminated, suspended or cancelled in accordance with these Terms of Use.
- 6.2 Your Subscription begins as soon as your initial payment is processed. You'll be charged the rate stated at the time of purchase, plus applicable taxes for the duration of your Subscription.
- 6.3 Fire Log reserves the rights to vary the Subscriptions Levels including but not limited to the number or type of Subscription Levels, what is comprised in each Subscription Level and the cost of each Subscription Level (**Subscription Fee**). Fire Log will provide prior notice of any changes to Subscription Levels.
- 6.4 You must pay the Subscription Fee as set out in the Application on the Web Site. The Subscription Fees are, subject to these Terms of Use, non-cancellable and non-refundable.
- 6.5 Should you fail to make payment of the Subscription Fee in accordance with the Subscription Level requirement, Fire Log may, without liability suspend and/or disable your access to all or part of the Application and terminate these Terms of Use. Fire Log will be under no obligation to provide the Application while the Subscription Fee remains unpaid. Fire Log is under no obligation to reinstate the Application where there has been a failure to pay the Subscription Fee.
- 6.6 You may vary your Subscription Level in accordance with the provisions of Application and/or the Web Site.
- 6.7 As part of your Subscription you will be issued with the username and password. You are responsible for ensuring the security of your username, password and your data.
- 6.8 You are solely responsible for providing the photos, profiles (including name, image, and likeness), messages, notes, text, information, video, listings, and other content that you upload, publish, display or share on or through the Application.
- 6.9 You may not upload any content to the Application that you did not create, do not own or do not have permission to upload.
- 6.10 You are responsible for:

- 6.10.1 maintaining (and updating) the accuracy of any information contained on or in the Application;
- 6.10.2 any information shared by you through or via the Application;
- 6.10.3 for creating backup copies of any content uploaded to the Application.
- 6.11 Fire Log may in its sole discretion, acting reasonably, backup and/or remove any content uploaded to the Application that in Fire Log's sole opinion violates these Terms of Use or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of users or others.
- 6.12 You must notify Fire Log immediately if you become aware of any unauthorised use of the Application.
- 6.13 Fire Log provides no warranty that the Application will be error free nor that the Application will be free from external intruders (hackers), virus or worm attack, denial of service attack, or other persons having unauthorised access to the Application.
- 6.14 Fire Log may cancel or suspend your use of the Application and terminate these Terms of Use at any time, with or without notice if you have breached the Terms of Use (including but not limited to a failure to pay any Subscription Fee).
- 6.15 Fire Log reserves the right to cease operating the Application at any time, without notice.
- 6.16 On suspension or termination of these Terms of Use for any reason:
 - 6.16.1 you will have no further access to the Website and/or the Application. Unless otherwise agreed with Fire Log, all text, pictures, QR codes, videos, data, hyperlinks, displays and other content associated with the Application will be removed and not available for further use by you;
 - 6.16.2 Fire Log reserves its right to retain such content from the Application as it deems appropriate (including but not limited to text, pictures, QR codes, video, data, hyperlinks, displays).
- 6.17 If your Subscription forms part of any arrangement you may have with any third party, termination of your arrangement with that third party for any reason whatsoever may result in the termination of these Terms of Use and a suspension and/or disablement of your access to all or part of the Application (unless otherwise agreed with Fire Log).

7. INTELLECTUAL PROPERTY

- 7.1 All intellectual property in the information and material published on/in the Application is owned by Fire Log. You obtain no interest in the intellectual property. All content in the Application, including but not limited to all software, design, brand names, text, photographs, information, sound recordings, images and other material is protected by copyright, trademark and intellectual property laws in Australia and world-wide. You may not do anything which interferes with or breaches those laws or the intellectual property rights in the Application or any of its components.
- 7.2 You warrant that you own, or have the right to use, any intellectual property in the information and material published uploaded by you to the Application. You indemnify, and keep indemnified, Fire Log in respect of any claim, loss or damage that it may occur as a result of a breach of this clause by you.
- 7.3 Fire Log obtains ownership of and title to any data comprised in and forming part of the Application.
- 7.4 Nothing in these Terms of Use gives:
 - 7.4.1 you a right to use any of Fire Log's trade names, trademarks, service marks, logos, domain names, or other distinctive brand features; and
 - 7.4.2 Fire Log a right to any of Your trade names, trademarks, service marks, logos, domain names, or other distinctive brand features used in the Application.
- 7.5 This clause survives termination of these Terms of Use.

8. PRIVACY

- 8.1** You acknowledge that information about you and your customers, including information provided to us on signing up to the Application may be held by Fire Log. This information is collected by Fire Log for the purpose of operating the Application.
- 8.2** You consent to Fire Log using the data contained from and within the Application for further development of the Application and marketing purposes. You may at any time, upon written notice to Fire Log withdraw this consent.
- 8.3** Fire Log may use your personal information in accordance with its Privacy Policy located at www.pentrack.com.au.

9. EXCLUSIONS OF WARRANTIES

- 9.1** All content and services on or available through the Application are provided on an 'as is' and 'as available' basis and without warranties of any kind, expressed or implied except any which may be implied by statute and are incapable of exclusion, in respect of the Application or its content.
- 9.2** To the maximum extent permitted by law, Fire Log excludes, and does not make any representation, warranty or endorsement of any kind, whether express or implied, in relation to the content, accuracy, completeness, accessibility, suitability, safety, security, reliability, or any other aspect of:
 - 9.2.1 any material and/or information in the Application (including any privacy policy);
 - 9.2.2 the performance and availability of the Application; and
 - 9.2.3 the loss, damage, corruption or degradation of any data or other material as a result of the use of the Application .
- 9.3** To the maximum extent permitted by law, Fire Log excludes all liability for any loss or damage whatsoever which is suffered, (including but not limited to direct, indirect, incidental, special, consequential or exemplary damages, loss of profits or revenue, business interruption, loss, damage or corruption of data or failure to realise anticipated savings or benefits or business opportunities) as a result of:
 - 9.3.1 the use of, reliance on, or action taken as a result of, any information or material in the Application for any decision or otherwise;
 - 9.3.2 the upload of any information, data, notes, photographs or material to the Application;
 - 9.3.3 accessing, displaying and using the Application and/or participating in any activities contained therein;
 - 9.3.4 any interruption, suspension or termination of the Application in whole or in part for whatever reason including failure of or suspension of public or private telecommunications network or third-party service provider;
 - 9.3.5 the unavailability, unsuitability and non-connectivity of third party sites; and
 - 9.3.6 any loss, damage, corruption or degradation of any data or other material as a result of the use of the Application and or viruses or other technologically harmful material that may infect your device due to use of the Application.

10. YOUR RISK

You access the Application and share any information on or from the Application at your own risk and Fire Log accepts no responsibility for any interference, loss, damage or disruption to your device or otherwise which arises in connection with use of the Application. You must take your own precautions to ensure that the process which you employ to obtain access to the Application does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your device or otherwise cause you or any person loss, damage or corruption.

11. RELEASE FROM CLAIMS

- 11.1** You hereby waive, release, forgive, discharge and relinquish any and all claims that you may have against Fire Log, its related

bodies corporate, directors, officers, employees, contractors, agents and representatives, in connection with, or arising out of, or incidental to, access to or use of the Application including but not limited to downloading any information and materials in or from the Application.

11.2 You release and indemnify Fire Log, its related bodies corporate, directors, officers, employees, contractors, agents and representatives (**those indemnified**) from and against:

11.2.1 any loss or damage or liability for any loss or damage incurred by you relating to the Application; and

11.2.2 any loss, liability, claim, demand, damage or expense (including legal fees) made by any third party against those indemnified, howsoever caused (including through negligence) directly or indirectly arising out of or in connection with:

(a) your use of the Application or any linked website, including by making or carrying out any commitments;

(b) your use of or reliance on information contained in or accessed through the Application; or

(c) breach by you of the Terms of Use.

11.3 Without limiting the above, Fire Log will use best endeavours to ensure, but cannot warrant that, the Application, information and or material available for download is free from viruses or other conditions that could damage or interfere with data, hardware or software. Accordingly, Fire Log excludes to the maximum extent possible, any liability for any loss suffered as a result of any such viruses or defects.

11.4 These Terms of Use do not attempt or purport to exclude liability arising under statute if, and to the extent, that such liability cannot be lawfully excluded.

12. THIRD PARTY WEBSITES AND APPLICATIONS

12.1 The Application may:

12.1.1 contain links to websites and applications owned and operated by third parties; or

12.1.2 be subject to the terms and conditions of use and operation of applications owned and operated by third parties.

12.2 Fire Log does not approve, endorse, recommend or sponsor these linked sites, their owners or operators, or any information, graphics, materials, products or services referred to or contained on those linked websites and mobile applications, unless specifically stated.

12.3 Fire Log is not responsible for the content of these linked websites and applications and makes no representation as to the accuracy of any material on these websites or mobile applications.

12.4 Fire Log, to the maximum extent possible, excludes liability for any loss suffered as a result of use of these third-party websites and applications, or reliance on the information contained within. The terms and conditions, terms of use and privacy policies of those third-party websites and applications will apply to your use of those websites and mobile applications.

13. PUSH, EMAIL AND SMS NOTIFICATIONS

13.1 As part of installation of the Application on your device, the Application will ask if you would like it to send you Push Notifications, which may include alerts, badges, banners and sounds, on your applicable Device. If you choose to allow Push Notifications, then the Application will generate Push Notifications on your Device and you acknowledge and consent to receipt of these Push Notifications.

13.2 You may choose to stop receiving Push Notifications at any time by selecting the applicable option within the Application's settings menu or by deleting the Application from your Device.

13.3 You agree to Fire Log sending to you communications via email and/or SMS (**Email and SMS Notifications**). You acknowledge and agree that receipt of Email and SMS Notifications is dependent on the operation of your email provider and internet service

provider and/or telecommunications provider. Fire Log will not be responsible or liable for any costs or damages incurred by you not receiving Email and SMS Notifications or by the insufficient operation of your device and/or mobile or data network.

- 13.4** You may opt out of receiving Email and SMS Notifications at any time by clicking the relevant 'opt out' 'link/button that appears at the bottom of every email notification or following the instructions at the base of every SMS notification.

14. GENERAL

- 14.1** These Terms of Use shall be governed by and construed in accordance with the laws in force in the State of Queensland, Australia and you irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Queensland.
- 14.2** These Terms of Use, together with other documents referred to in it, constitutes the entire agreement between you and Fire Log relating to use of the Application.
- 14.3** The invalidity or unenforceability of any provision of these Terms of Use shall not affect the rest of the provisions in this agreement, which will continue in full force and effect.
- 14.4** If a provision of these Terms of Use is found by a court of law to be invalid or unenforceable:
- 14.4.1 it is to be read down or severed to the extent of the invalidity or unenforceability; and
- 14.4.2 that fact does not affect the validity or enforceability of the remaining provisions.
- 14.5** No provision of these Terms of Use will be taken to be waived except by written notice signed by you and us.
- 14.6** Should you have any questions regarding the Terms of Use please contact Fire Log by emailing: info@pentrack.com.au.