

Cardiac Responder Legal Terms

Terms of Service

August 2020

CREF Pty Limited Pty Ltd ACN 123 633 438 provides you with access to the Websites subject to these terms of use and our Privacy Policy. By using, browsing or otherwise accessing the Websites, you agree to be bound by these Terms and our Privacy Policy.

In these Terms:

- **'person'** means any individual, company, trust, entity, partnership, joint venture, association, corporation, body corporate or governmental agency;
- **'Personal Information'** has the meaning given in the Privacy Policy;
- **'Privacy Policy'** means our privacy policy as amended from time to time;
- **'Third Party Content'** means web sites, platforms, content, products, services, and information of other parties including content provided to us by links to sites owned by other parties;
- **'Website Information'** mean content and information contained in, displayed on or accessible through the Websites, including content or information generated on the Websites by us or on our behalf and any Third Party Content;
- **'Website'** means www.cardiacresponder.com including all password protected areas; and
- **'Websites'** means the Website and any other websites owned or operated by us or our related entities, subdomains of such websites and all related top-level domains, mobile sites, apps, APIs and widgets; and
- **'you'** means the person using, browsing or otherwise accessing any content or data on the Websites.

We reserve the right to change these Terms by publishing new terms on the Website. Your use of the Websites constitutes your acceptance of these Terms as amended from time to time.

Should you object to any of our Terms or other notices on the Websites your sole option is to immediately cease your use of the Websites.

Intellectual property and ownership of content

Unless indicated otherwise all content and materials in any format on the Websites and all intellectual property in the Websites is owned or licensed by us.

Subject to these Terms, you agree that you will not infringe our intellectual property as contained in the Websites and will not modify, copy, republish, frame, distribute or communicate any part of the Websites or any information contained on or in the Websites without our written consent or otherwise use the Websites in a way which will infringe our intellectual property or other rights.

We grant you permission to download our copyright material only for private and non-commercial purposes or for purposes necessary for you to access our services. You may only reproduce or use our copyright material for any other purpose with our prior written consent, which may be given subject to such conditions as we in our absolute discretion may impose.

All rights not expressly granted are expressly reserved to the maximum extent permitted by law.

Restrictions on use of Websites

In accessing or using the Websites you agree that you will not:

- use any automated device, software, process or means to access, retrieve, scrape, or index the Websites or any content on the Websites without our express written consent;
- use any device, software, process or means to interfere or attempt to interfere with the proper working of the Websites;
- undertake any action that will impose a burden or make excessive traffic demands on our infrastructure that we consider unreasonable or disproportionate site usage;
- use or index any content or data on the Websites for purposes of competing with us in any manner that we have not specifically authorised;
- transmit spam, chain letters, contests, junk email, surveys, or other mass messaging, whether commercial in nature or not;
- violate the rights of any person, including copyright, trade secret, privacy right, or any other intellectual property or proprietary right;
- pose as any person or entity or attempt to solicit money, passwords or Personal Information from any person;
- reproduce, republish, retransmit, modify, adapt, distribute, translate, create derivative works or adaptations of, publicly display, sell, trade, or in any way exploit the websites or any content on the websites, except as expressly authorised by us;
- transmit or attempt to transmit any computer viruses, worms, defects, trojan horses or other items of a destructive nature;
- use the Websites or any content from the Websites in any manner which is in our opinion not reasonable and/or not for the purpose it is made available; or
- act in breach of any term or condition of use or other condition imposed by us or any law.

We reserve the right to exercise whatever means we consider necessary to prevent unauthorised access to or use of the Websites, including instituting technological barriers, or reporting your conduct to any person, entity or governmental or other authority.

Reporting violations

You may report any suspected violation of these Terms to us by using the following email link info@cardiacresponder.com. We will investigate the matters and take any actions we consider appropriate.

Third Party Content

The Websites may contain Third Party Content.

We do not control and are not responsible for Third Party Content and you bear all risks associated with your access to and use of Third Party Content.

Any Third Party Content made accessible by us is provided on an 'as-is' and 'as available' basis without any warranty of any kind. Third Party Content may be indecent, offensive, inaccurate, infringing or otherwise objectionable or unlawful, and we are not responsible for and under no obligation to control, monitor or correct Third Party Content. We do not have a practice of monitoring or making inquiries about Third Party Content, do not endorse and make no express or implied representations concerning Third Party Content.

We reserve the right to take remedial action if any such content violates applicable restrictions under these Terms, including the removal of, or disablement of access to, such content.

The owner, author or provider of such Third Party Content retains all rights in and to that content, and your rights to use such Third Party Content are subject to and governed by the terms applicable to such content as specified by such owner, author or provider.

Privacy

Our Privacy Policy is incorporated into these Terms.

Cookies

Cookies are small pieces of information captured when your device is used to access online content. Our Cookie Policy outlines how we use cookies. If you disable cookies on your browser or device, you may not be able to experience all features of the Websites.

Disclaimer

Except as otherwise required by law:

- the Websites are provided 'as is' and 'as available' without any express or implied warranty;
- we make no representations and give no warranties in respect of the Website Information including that such information is reliable, accurate, suitable for your purposes or without errors, omissions or viruses;
- we make no representations and give no warranties in respect of the means of accessing any Website Information, including software operating in connection with the Websites; and
- we make no representations and give no warranties in respect of, and accept no responsibility for, any websites operated or controlled by anyone other than us which are or may become linked or framed to or from the Websites.

We do not guarantee continuous, uninterrupted or secure access to the Websites.

You acknowledge that access and use of the Websites (including the software operating in connection with the Websites) may be interfered with by numerous factors outside of our control.

We cannot ensure that any files you download from the Websites will be free of viruses or contamination or destructive features or that the data you upload onto our systems will never be accessed without our consent or that our systems are impenetrable.

We are not responsible for loss of or corruption of any data that is entered or uploaded by you or by a third party (including your customers) in relation to your use of the Websites.

Limitation of liability

You agree that, to the maximum extent permitted by law, we and our related entities, directors, officers and agents are not liable to you or anyone else for any loss or damage (including any direct, indirect, special or consequential loss) in tort (including negligence) or otherwise arising out of, or in connection, with the use of the Websites, your reliance on anything contained in or omitted from the Websites, being unable to access the Websites for any reason (including our negligence) or the failure of the Websites for whatever reason (including our negligence).

Subject to the terms set out below under the heading 'Australian Consumer Law' and to the maximum extent permitted by law, our maximum liability for all claims related to the Websites and your use of the Websites will be the lesser of an amount not exceeding the amount paid by you to us in the 12 month period preceding your claim and \$10,000. This limit applies collectively to us and our related entities, directors, officers and agents. We will not be liable for special, incidental, exemplary, indirect or consequential loss or damages, or lost profits, business, value, revenue, goodwill or anticipated savings in any circumstances. You agree not to bring legal action or make a claim arising out of or related to your account, or any services you use, more than two years after the cause of action arose.

Indemnity

You indemnify us against any action, liability, claim, loss, damage, proceeding, expense (including legal costs) suffered or incurred by us arising from or which is directly or indirectly related to your breach or non-observance of any of these Terms or any breach, or alleged breach, of intellectual or other proprietary rights or interests of third parties.

Australian Consumer Law

If you constitute a consumer under the Australian Consumer Law while using the Websites, nothing in these Terms is intended to remove your rights under the Australian Consumer Law, including to statutory guarantees that may apply to the Websites. If we are entitled to limit the remedies available to you for breach of such guarantees, we expressly limit our liability to either supplying the affected services again or paying the cost of supplying the services again.

Governing law

These Terms are governed by the laws of Victoria, Australia.

Privacy Policy

August 2020

CREF Pty Limited Pty Ltd ACN 123 633 438 ('we', 'our' and 'us') regards personal privacy and compliance with our obligations under the Privacy Act 1988 (Cth), including the Australian Privacy Principles, as an important part of our relationship with Defib Managers and users of our services. We will also endeavour to comply with the EU General Data Protection Regulation for Customers who access our site from within the EU.

This privacy policy ('Policy') sets out how we collect, use and handle Personal Information that we collect from:

Visitors, people who visit or browse our website,

Defib Managers, people who establish an account with us,

Subscribers, people who subscribe for information on products or services that we may periodically make available,

Customers, people who access our services to purchase products or any other defib-related registration or otherwise access our services, including downloading or using our mobile applications.

In this Policy:

- we refer to Visitors, Defib Managers, Subscribers, Customers and all other persons who access or use our services as '**Users**' or '**you**';
- '**Personal Information**' means information or an opinion about an identified individual, or an individual who is reasonably identifiable (whether the information is true or not or recorded in any form or not). This may include name, identification number, location data, online identifiers (internet protocol addresses and cookie identifiers), and any factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of a natural person.
- '**Sensitive information**' includes information about a person's health, sexual orientation, sex life, racial or ethnic origin, political opinions, membership of a political association, professional or trade association or trade union, religious beliefs or affiliations, philosophical beliefs and biometric or genetic data.

This Policy applies to the domain name of Cardiacresponder.com and tb.tk only and to our mobile applications. It does not apply to, and we are not responsible for, the use of, or the protection of information provided to, other websites or services linked to our website or that you use to access our website, applications or services.

If you have any questions not addressed in this Policy, please feel free to contact us using the methods at the end of this Policy under the heading “Complaints and how to contact us”.

Please note, if you do not agree to our Privacy Policy and the Terms of Service, you can choose to discontinue using the products and services, and close your Cardiacresponder account. If you are a parent or guardian, you are responsible for your child’s use of Cardiacresponder services, including purchases.

Information that you provide to Cardiacresponder

We may collect different Personal Information from you depending on the circumstances in which that information is collected.

For Visitors

We do not ask you to provide Personal Information if you are only a Visitor.

For Defib Managers

If you register as a Defib Manager and create an account on our website, we will require you to provide your name, email address, work phone or other contact number, account username and password, and for paid events, financial information such as bank account details.

For Subscribers

For Subscribers, we may collect your name, contact telephone number, organisation name, and email address.

For Customers

As a Customer, you may be required to provide certain Personal Information to complete a registration which may include your name, address, telephone number and email address. If you make a payment for an event, we may also collect financial information from you including your credit card number and expiration date. As part of our compliance with the Payment Card Industry Standard (“PCI”), we will only store partial credit card numbers. We will retain the transaction details for an event on our website for audit purposes.

In addition, a Defib Manager may require us to collect additional Personal Information required by them. Such information may include Sensitive Information. If this information is provided by the Customer, we will also have access to it and we will hold, use and disclose that information in accordance with this Policy. If and to the extent the Customer is providing such information on third parties, the Customer represents and warrants that Customer has consent from such third parties to disclose such information.

If you download or use our mobile applications, we may collect your name and location.

In addition to collecting Personal Information via our website and mobile applications, we may collect Personal Information from Users by telephone or in correspondence from you (including by email, telephone, live chat, mail, fax or in person).

Information that Cardiacresponder collects about you

Our website collects information about the use of our site by all Users, including:

- The website pages that you visit
- Your internet protocol address;
- The type of browser you are using;

Our website also uses cookies to assist in providing our services to all Users of the site.

Cookies are small files that store information on your computer, TV, mobile phone or other device. They enable the entity that put the cookie on your device to recognise you across different websites, services, devices and/or browsing sessions. You can change your cookie settings via your browser settings.

For more information on the cookies we collect, please see our cookie policy.

Processing and disclosure of Personal Information

We use the Personal Information we collect to provide Users with a high level of service. In particular, we use Personal Information:

- to email Defib Managers to activate their account;
- to email information for which a User has subscribed;
- to email a Customer to confirm data;
- to deal with queries from Users.

We will not share your Personal Information with third parties without your consent other than as set out in this Policy. Certain employees have access to Personal Information as part of their user access to the Cardiacresponder site.

Sharing Customer Data with Defib Managers

We share Customer's personal information as part of their registrations with the Defib Manager including Personal Information that the Defib Manager has requested that we collect as part of their deployment or other defib-related registration requirements.

Defib Managers are not bound to treat your information in accordance with this Policy and you agree that we are not responsible for their actions. Please review the relevant Defib Manager's privacy policies and terms and conditions before providing your Personal Information in relation to a particular deployment.

For Subscribers

By submitting your contact details through our website, you consent to us displaying or sending such material to you. For material that we email to you, we provide a functional opt out facility with all promotional emails. You can let us know if you no longer wish to receive this sort of information by emailing us at info@cardiacresponder.com and we will remove your details from the distribution list.

Third parties and sub-processors

We may disclose Personal Information to third party service providers (including IT service providers, data storage and handling facilities, payment systems operators, mail houses and legal or financial advisers) to the extent necessary for them to assist us in providing services to you. We engage service providers who do not use or disclose your Personal Information for any purpose other than the services for which they are engaged to provide.

We may disclose Personal Information to other persons or organisations if required to do so by the order of a court or tribunal or if the disclosure is otherwise authorised or required by law. For example, Personal Information may be disclosed where it is necessary to eliminate or minimise a risk to public health or safety, investigate or deal with unlawful activity or serious misconduct or establish or defend a legal claim.

Direct marketing

For Customers

We do not engage in any third party marketing.

We do not use any of the Personal Information we hold to engage in direct marketing with Customers, we may use the emails sent to Customers as part of any confirmation to inform them about Cardiacresponder products and services.

For Subscribers and Defib Managers

We may use your Personal Information to provide you with further information about our products and services. Direct marketing from us generally takes the form of direct mail or electronic marketing (email, SMS, MMS, social media or other electronic means). In rare cases, we may use telemarketing, in which case we will comply with any applicable legislation.

By submitting your contact details through our website or by opting-in to be contacted through our marketing materials, you consent to direct marketing to you of our products and services. We may continue to contact you indefinitely until you indicate otherwise.

If you do not wish to be contacted with such information, you may opt out of receiving our direct marketing at any time by emailing info@cardiacresponder.com or by updating your preferences at www.cardiacresponder.com.

Retention and storage of collected information

For Customers

Cardiacresponder retains personal information for a period of 4 years from the date of your last interaction with the site.

For All Users

Any Personal Information that may be used by our site in order to carry out its necessary functions is stored on a secured server.

We will take all reasonable measures to ensure the security of your Personal Information. Our systems are hosted in Australia. Our information is stored on Amazon Web Services (please see our list of sub-processors). The countries where your Personal Information may reside presently include the United States of America.

Cardiacresponder complies with the Australian Privacy Act (1988) and the Notifiable Data Breaches (NDB) scheme (Part IIIC of the Privacy Act 1988). In line with the NDB, Cardiacresponder has a data breach policy in place. In the event of a serious data breach, Cardiacresponder will notify the Office of the Australian Information Commissioner and the affected individuals where required. Notification of a data breach may take the form of an email or a notice on our website.

If you have any questions about security on our website, you can email us at info@cardiacresponder.com.

Access to and rectification of Personal Information

Subject to any legal restrictions, we will let you know what Personal Information we hold about you if you ask us to. If your request is particularly complex, or requires detailed searching of our records, there may be a cost to you in order for us to provide this information.

For Defib Managers

Your records can be accessed and updated by you at www.cardiacresponder.com. You can also delete your account at www.cardiacresponder.com which will have the effect of removing your personal information from our systems up to 12 months later.

For Customers

To have your data rectified, please contact the Defib Manager and they will be able to edit your data.

Processing of children's data

If you are under the age of thirteen (13), please do not use Cardiacresponder without the consent of your parent or legal guardian. We ask that parents and legal guardians help enforce our Privacy Policy by telling their children not to provide Personal Data through

services online without their permission. If you believe your child (under the age of 13) has provided Personal Data to us online, please contact us on info@cardiacresponder.com so we can react accordingly and delete or obfuscate your child's data.

Data protection law

Data protection law gives people certain rights in connection with the way in which their personal information is used. If organizations do not comply with data protection law, they may be subject to sanctions and penalties imposed by the national data protection authorities and courts. When Cardiacresponder collects and uses personal information, this activity and the personal information in question is covered and regulated by the local data protection law.

Complaints and how to contact us

If you would like further information on this Policy, or if you have any concern about the protection of your Personal Information, please email info@cardiacresponder.com or contact our Privacy Officer at +61 2 9498 2228.

If you believe your privacy has been interfered with and wish to make a complaint, please contact our Privacy Officer. The Privacy Officer will investigate your complaint and notify you of the outcome. If your complaint indicates that there has been an interference with your privacy by a person other than us, the Privacy Officer may discuss the complaint with that other person in an attempt to resolve it.

If you are not satisfied with the outcome of your complaint or the way we handle it, you may make a complaint to the Office of the Australian Information Commissioner at www.oaic.gov.au.

Changes to Privacy Policy

We reserve the right to modify this Policy at any time, so please review it frequently. The updated version of the Privacy Policy will become effective immediately. If we make material changes to this Policy, we will notify you by email or by means of a notice on our homepage.

Cardiacresponder Cookie Policy

August 2020

What are cookies?

Cookies are small files that store information on your computer, TV, mobile phone or other devices. They enable the entity that put the cookie on your device to recognise you across different websites, services, devices and/or browsing sessions.

Why do we use cookies?

Cookies assist us in providing our services to all Users of the site.

We have some 'Strictly Necessary' cookies that are required at various stages when using our services, such as the process of a Customer making a registration.

We use other cookies to further enhance our Users' experience on the site - including remembering your preferences as a Defib Manager or Customer, facilitating our defib management experience, and tracking the usage of our site which assists with our ongoing product development.

How do we use cookies?

Our website uses cookies and may use web beacons to collect information about the use of our site by all Users.

Cookies are used at various stages when using our website and our services. We also use cookies or other similar tracking technologies to track your Website usage.

Our cookies don't hold personal information. They do allow us to pre-fill information at the checkout for our Customers, or save preferences for logged in Defib Managers.

Search terms that you enter when searching our event listing are collected, but are not associated with any other information that we collect, hence the user is not identifiable. We use these search terms to ascertain what users are looking for on our website, and to improve the services that we provide, as well as for the purpose of statistical usage analysis or systems administration.

How can I control cookies?

You can change your cookie settings via your browser settings.

Please note, as some of our cookies are essential in order for the Cardiacresponder registration process to function, denying these cookies will prevent you from being able to utilise Cardiacresponder.

Further information regarding our cookies

If you require additional information regarding cookies please contact info@cardiacresponder.com.